



City of Woodland Park

City Council

February 1, 2024 at 6:30 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Celebration of Cindy Keating's 30 years of service to the City of Woodland Park.
(Presenter Deputy City Manager/City Clerk Leclercq)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of Construction Agreement Contract for Hwy 67 Improvements between Olgoonik Enterprises, LLC and the City of Woodland Park for \$1,928,896. **(A)**
(Presenter, City Engineer Ben Schmitt)
 - B. Approval of minutes from the regularly scheduled Council Meeting of January 18, 2024. **(A)**
(Presenter Deputy City Manager/City Clerk Leclercq)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
(Public Comment may be heard)
8. **ORDINANCES ON INITIAL POSTING**
(Public comment may be heard)
9. **PUBLIC HEARINGS**
(Public comment may be heard)
 - A. Approval of an application from Boards & Barrels, LLC dba Boards & Barrels Bistro for a new Hotel & Restaurant Liquor License located at 19263 E. US Highway 24, Woodland Park, CO 80863. **(QJ)**
(Presenter Deputy City Manager/City Clerk Leclercq)
 - B. **Woodland Station Filing No. 2 Preliminary Plat (SUB2023-05):** A request by TAVA House Properties LLC (Applicant and Property Owner) for a Preliminary Plat to subdivide 6.63 acres into one lot, two tracts, and right-of-way dedication. The subject property is located west of Woodland Hardware in Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. **(QJ)** (Presenter Senior Planner Andrew Baker)
10. **NEW BUSINESS**

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

- A.** Mayor's Report
- B.** Council Reports
- C.** City Attorney's Report
- D.** City Manager's Report

12. ADJOURNMENT

Key to agenda abbreviations:

(A) Administrative- matters involving day-to-day decisions such as approving contracts, hiring staff and the procurement of goods and services. Administrative actions generally do not require formal actions by the elected body.

(L)Legislative- typically in the policy arena; legislative matters affect large areas and large groups of people, such as enacting dog regulations or amending the City code. Legislative action generally involves motions, resolutions and ordinances.

(QJ)Quasi-Judicial- apply general rules to a specific interest, such as zoning change affecting a single piece of property, or a special use permit. Quasi-Judicial actions generally involve adjudication, sometimes in writing, but not a resolution or ordinance. Decision for Quasi-Judicial proceedings are made exclusively based upon the testimony presented on the record. Ex-parte communication (communication outside the official hearing) between elected officials and citizens is not permitted on Quasi-Judicial



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Ben Schmitt, City Engineer

DATE: February 1, 2024

SUBJECT: Approval of Construction Agreement Contract for Hwy 67 Improvements between Olgoonik Enterprises, LLC and the City of Woodland Park for \$1,928,896. **(A)**
(Presenter, City Engineer Ben Schmitt)

BACKGROUND: In a collaborative effort between City Staff and the Colorado Department of Transportation (CDOT), an intergovernmental agreement (IGA) was executed in 2022 for improvements to Hwy 67 to add turn lanes, drainage improvements, and other transportation improvements from Valley View Dr. to W. Lovell Gulch Rd. The project is eligible for cost sharing at 75% federal funds to 25% City funds under the IGA. The total project cost was estimated at \$1,950,000.

The City solicited bids for the construction of the project in December 2023, and received three responsive bids back. Olgoonik was the low bidder at \$1,753,542. Under the IGA with CDOT, the 410 fund is projected to encumber \$438,385. Olgoonik is also currently the City's on call asphalt and concrete contractor, and has a track record of quality and timely work for the City thus far.

Completion of this project executes Transportation Goal 1 in the 2022 City of Woodland Park Comprehensive Plan, Transportation Action 1.2.2, which states "Continue to monitor the regional transportation plan implementation; seek additional regional, State, and Federal transportation funding; and pursue all feasible opportunities to leverage and maximize funds for transportation (vehicle, transit, and bicycle/pedestrian) projects. (Ongoing)"

The total project amount is for \$1,928,896 which includes a 10% contingency to be managed by staff.

RECOMMENDATION: Approval of Construction Agreement Contract for Hwy 67 Improvements between Olgoonik and the City of Woodland Park for \$1,928,896

ATTACHMENTS: 1. 2 - Contract Olgoonik semi executed



CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this “Agreement”) is entered into this ____ day of _____, 2024 by and between the City of Woodland Park, Colorado (hereinafter referred to as the “Owner”) and Olgoonik Enterprises, LLC (hereinafter referred to as the “Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: roadway widening, drainage, and utilities improvements project of State Highway 67 in Woodland Park ,CO. Improvements are proposed between Valley View Dr. and Lovell Gulch Road over a ~0.3 miles of roadway.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: Asphalt removal, asphalt paving, adjacent trail improvements, curb and gutter, drainage improvements, utilities improvements, and pavement marking/ striping (the “Project”).

ARTICLE 3 ENGINEER

- 3.01 Wilson and Company, Inc. shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 WORKER WITHOUT AUTHORIZATION EMPLOYMENT

- 4.01 Prior to the execution of this Agreement, Contractor shall certify to the City, by completing the Worker Without Authorization Addendum attached hereto, that at the time of certification, Contractor does not knowingly employ or contract with any worker without authorization who will perform work under this Agreement as well as other certifications therein contained.

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 Days to Achieve Substantial Completion and Final Payment

- A. Contractor shall achieve Substantial Completion within 60 working calendar days of the



issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 60 working calendar days of the issuance by the Owner of a Notice to Proceed.

5.03 Liquidated Damages

- A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for final completion and readiness for final payment until the Work is finally complete and ready for final payment.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.
- D. Any liquidated damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for liquidated damages, then Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.
- E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.
- F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay Contractor one million seven hundred and fifty three thousand five hundred and forty two dollars and twenty three cents (\$ 1,753,542.23) for completion of



the Work as full compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Engineer.

7.02 Progress Payments; Retainage

- A. Owner shall make progress payments towards the Contract Price, less five percent (5%) for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Engineer, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Engineer's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

7.03 Final Payment

- A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 8 PROJECT WARRANTIES

- 8.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the City Administrator or his designee. The City of Woodland Park shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved



subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.



- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.
- K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Bidding Documents;
 - 3. General Conditions;
 - 4. Supplementary Conditions;
 - 5. Technical Specifications;
 - 6. Measurement and Payment Provisions;
 - 7. Construction Plans;
 - 8. Labor & Materials Payment Bond;
 - 9. Performance Bond;
 - 10. FHWA-1273- Revised October 23, 2023;
 - 11. CDOT Standard Forms
 - a. CDOT 0605 – Contractors Performance Capability Statement
 - b. CDOT 0606 – Anti-Collusion Affidavit
 - c. CDOT 0621 – Assignment of Antitrust Claims
 - d. CDOT 1413 – Bidders List
 - e. CDOT 1414 – Anticipated DBE Participation
 - f. CDOT 1415 – Commitment Confirmation
 - g. CDOT 1416 – Good Faith Effort Report
 - 12. _____; and
 - 13. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- B. There are no Contract Documents other than those listed above in this Article.
- C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND

- A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall



provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the City for its review and approval. The City shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the City through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 Independent Contractor

CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONTRACTOR OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE OWNER.



13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Owner and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

CITY OF WOODLAND PARK

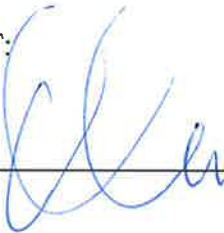
Name: _____
Title: _____

ATTEST:

CONTRACTOR

OLGONIK ENTERPRISES, LLC
Name: NATALIE OLVEN
Title: ESTIMATOR/PROJECT MANAGER

ATTEST:



WORKER WITHOUT AUTHORIZATION ADDENDUM

This Worker Without Authorization Addendum (hereinafter "Addendum") attached hereto and incorporated herein by this reference, is made to this Agreement by and between the City of Woodland Park (hereinafter "City"), a municipal corporation of the State of Colorado, and OLYMPIA ENTERPRISES LLC, (hereinafter "Contractor") dated this 11 day of JANUARY, 2023.

Pursuant to Section 8-17.5-101, *et seq.*, C.R.S., the following provisions are hereby incorporated:

1. Contractor certifies that, at the time of executing this Addendum, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Contractor will participate in the federal E-Verify Program or the Colorado Department of Labor and Employment's Employment Verification Program (hereinafter "CDLE's Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
2. Contractor hereby agrees that it shall not:
 - a) Knowingly employ or contract with a worker without authorization to perform work under the Agreement; or
 - b) Enter into a contract with a subcontractor that fails to certify that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or CDLE's Program.
4. Contractor is prohibited from using either the E-Verify Program or CDLE's Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Contractor is required to:
 - a) Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required by Subsection (5) (a) above the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
6. Contractor is required to comply with any reasonable request that CDLE makes in the course of an investigation that CDLE is undertaking pursuant to Section 8-17.5-102(5), C.R.S.

IN WITNESS WHEREOF, Contractor has executed this Addendum on the date first above written. By the signature of its representative below, Contractor affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONTRACTOR

Signature:

Name:

Title:

Date:

NATALIE OLIVER
ESTIMATOR / PROJECT MANAGER
01.11.24

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Olgoonik Enterprises LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3201 C Street, Suite 700

6 City, state, and ZIP code

Anchorage, AK 99503

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 4 3 4 0 6 9 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ► 4-24-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from)
- Form 1099-K (merchant card)
- Form 1098 (home mortgage interest)
- Form 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or a

Use Form W-9 only if you are alien), to provide your correct TIN

If you do not return Form W-9, you may be subject to backup withholding. See What Is backup withholding, later.

U.E.I.
JLUNX@ILMINT

APPLICATION FOR BUSINESS / SALES TAX LICENSE
CITY OF WOODLAND PARK
P.O. BOX 9045
WOODLAND PARK, COLORADO 80866-9045
(719) 687-9246 FAX (719) 686-1010

PLEASE CHOOSE ONE AND COMPLETE AS REQUESTED

SIGNATURE IS REQUIRED AND INCOMPLETE APPLICATIONS WILL BE RETURNED

- ☒ **NEW APPLICATION** - Complete all questions and sign below
RENEWAL- NO CHANGES - CURRENT WOODLAND PARK BUSINESS ID # 332544
Complete only question # 1 and sign below
☐ **RENEWAL – WITH CHANGES** – CURRENT WOODLAND PARK BUSINESS ID # _____
Complete questions where information has changed and sign below

1. Company Name: Olgoonik Enterprises, LLC Phone _____
2. D.B.A. if Applicable: _____ Fax _____
3. Mailing Address: _____ City _____ State _____ Zip _____
4. Physical Address: _____ City _____ State _____ Zip _____
5. E-Mail Address: _____
6. Description of Business: _____
7. Date business activity first conducted in Woodland Park : _____
8. Business locations inside Woodland Park City limits: _____
9. Type of Ownership: _____ Individual Social Security # _____ D.O.B. _____
_____ Partnership _____ Corporation/LLC Federal Tax ID # _____
State of Colorado Sales Tax License # _____
Partnerships & Corporations: attach list of names of Officers and Titles.
10. Name of Local Manager: _____ Phone # _____
11. Woodland Park Tax Liability: _____ Sales Tax _____ Use Tax _____ Both _____
Select tax return filing frequency
_____ Monthly _____ Quarterly _____ Semi-Annually _____ Annually
_____ Tax Liability Not Applicable-PLEASE EXPLAIN _____

I, declare, under penalty of perjury, that this application has been examined by me; all statements made are in good faith and to the best of my knowledge and belief, are true, correct and complete.

Signature of Owner/Officer: _____ Title: ESTIMATOR / P.M.
Printed Name: NATALIE OLVEN Phone #: 719.694.6534
Date: 10.23.23

COST: \$50 ANNUALLY – EXPIRATION DECEMBER 31ST - Call for prorated and penalty information

TO BE COMPLETED BY THE CITY OF WOODLAND PARK FINANCE DEPARTMENT

Batch # _____ Approval/Denial _____
Check # _____ Comments: _____
Amount _____

**Proposal For:
State Highway 67 Widening
City of Woodland Park**

RFQ – ST.20.002

Electronic

Submitted to:
Ben Schmitt

Submitted by:
Olgoonik Enterprises, LLC
5055 Mark Dabling Blvd.
Colorado Springs, CO 80918
Tel: (719) 433-7660

Olgoonik Enterprises, LLC (OE) agrees with all terms, conditions, and provisions included in the solicitation.

Persons authorized to sign on behalf of Olgoonik Enterprises, LLC with City of Woodland Park State Highway 67 Widening in connection with the solicitation:

Authorized Negotiator and Signatory:
Natalie Ulven, Estimator/P.M.
Phone: (719) 694.6534
Email: nulven@olgoonik.com

C. KEY PROJECT STAFF. Olgoonik maintains a core of strong project managers and supervisory employees. Below is a list of the staff that Olgoonik plans to use for this project. Each individual's resume and qualifications are attached on following pages.

- *Program Manager – Thomas Kjosen.* Thomas is responsible for the oversight and management of the excavation, site work, utilities and concrete divisions. His responsibilities include business development and program management services for Olgoonik's clients in this sector of work. Thomas manages a staff of estimators, project managers, superintendents, quality control/safety manager and administrative personnel to effectively manage projects while supporting the needs of clients. He is responsible for long term company schedule and outlook to ensure that proper workforce and subcontractor support is available for current and future contracts. Thomas will assist project team with any and all areas as needed for this project. He will ensure that the project team is providing accurate and timely estimates.
- *Day-to-day Project Manager/Lead Estimator – Natalie Ulven.* Natalie will be the main point of contact during the estimating, pre-construction, construction and close-out phases. Natalie has over 25 years of experience in the construction industry specifically related to excavation, site-work paving, concrete and has performed similar projects all along the Front Range. Natalie will be dedicated to any contracts from start to finish.
- *Superintendent (Excavation & Underground) – Max Saunders.* Max has more than 17 years of experience in the construction industry along the Front Range and has completed numerous similar projects in Colorado. Max will be responsible for the coordination and oversight of each project. He will ensure that all site-work, excavation and concrete completed as quickly and safely as possible. Max is an excellent communicator and very proficient at his craft.

D. RELEVANT PROJECT EXPERIENCE. Olgoonik's relevant project experience appears in Figure 1.

Figure 1. Olgoonik's Relevant Project Experience. Olgoonik has an excellent record of completing similar projects on time, within budget, and at the best value to the customer.

RELEVANT PROJECT EXPERIENCE						
Project Name	Location	General Description	Year Completed	Contract Value	Roles of Proposed Staff Members	POC Information
El Paso County Surface Drainage	El Paso, CO	Sidewalk, ped ramps, curb & gutter, asphalt patching	2023	\$5,000,000	PM/Estimator – Thomas Kjosén Superintendent – Max Saunders	El Paso County DPW
Fillmore North Route MMT	Colorado Springs, CO	Concrete Sidewalk, ADA ramps, asphalt excavation, landscape	2020	\$504,439.00	PM/Estimator – Thomas Kjosén Superintendent – Max Saunders	Kevin Diekelman (719) 385-5479
Fillmore South Route 6 MMT	Colorado Springs, CO	Concrete Sidewalk, ADA ramps, asphalt excavation, landscape	2020	\$311,714.00	PM – Thomas Kjosén Super – Max Saunders	Kevin Diekelman (719) 385-5479
MMT Route 8 Transportation	Colorado Springs, CO	Concrete Sidewalk, ADA ramps, asphalt excavation, landscape	2022	\$876,356.00	PM – Thomas Kjosén Super – Max Saunders	Kevin Diekelman (719) 385-5479
Sand Creek Trail at Hancock	Colorado Springs, CO	Concrete Trail, ADA ramps, fencing, Stormwater	2023	\$1,268,341.93	PM – Max Saunders Super – Vern Rowe	Emily Duncan (719)-385-6951
HTHW Repairs, Phase 4	US Air Force Academy	Replacement of HTHW lines at prep school area	2018	\$1,568,000.00	PM – Thomas Kjosén	Brian Hayden (719) 333-4531
Storm Sewer and Fill	Fort Carson, CO	Large diameter storm sewer piping and drainage repairs	2020	\$657,520.00	PM/Estimator – Dave Evans Superintendent – Dennis Kostecki	Jarvis Johnson, (719) 526-2416
Sanitary Sewer, Cadet Area, Phase 5	US Air Force Academy	Replacement of gravity sewer mains 8"-18"	2019	\$1,244,000.00	PM – Thomas Kjosén	Brian Hayden (719)-333-4531
Sanitary Sewer, Cadet Area 2 & 4	US Air Force Academy	Replacement of gravity sewer mains, CIPP liner, manhole rehab, point repairs.	2018	\$1,687,000.00	PM – Thomas Kjosén	Brian Hayden (719)-333-4531
Repair Culverts W. Monument Creek Bridge	US Air Force Academy	Repairs to CMP Culverts, concrete headwalls & wing walls, storm drainage repairs	2018	\$538,000.00	PM – Thomas Kjosén	Brian Hayden (719)-333-4531
Debris Boom, Kettle Creek Dam	El Paso County	Repairs to debris boom, storm drainage, riprap, & access road.	2018	\$184,000.00	PM – Thomas Kjosén	Brian Hayden (719)-333-4531
Fountain Creek at Willow Springs	El Paso County	Installation of 600 LF boulder wall, shore reinforcement, dewatering, stream diversion	2020	\$855,000.00	PM – Thomas Kjosén PM/Estimator – Dave Evans Superintendent – Denis Kostecki	Veronica Cid, PE, El Paso County (719) 520-6460
Highlands at Briargate	The Keith Corporation	Storm water management and erosion repairs	2020	\$108,000.00	PM/Estimator – Dave Evans Superintendent – Denis Kostecki	Dave Hanby (704) 319-8138

E. STATEMENT OF COMMITMENT. Should Olgoonik be selected to the short-list, we will aggressively pursue projects when invited to bid, provide a responsive bid, and, in general, the staff we propose will remain involved throughout the project.

F. TYPES OF PROJECTS OLGOONIK IS QUALIFIED TO PERFORM. Olgoonik is qualified to perform projects in each of the four categories: water infrastructure, facilities infrastructure, wastewater infrastructure, and sewer rehabilitation.

G. BIDDER'S QUALIFICATIONS AND DATA. The required Bidder's Qualifications and Data form for each type of work activity for which Olgoonik wishes to be pre-qualified follows this section.

Sincerely,



Cory Donahoo
Vice President

SECTION 2 – RESUMES FOR STAFF THAT WILL BE COMMITTED TO PROJECTS**2.1. PROGRAM MANAGER, TOM KJOSEN****Education/Certifications/Skills**

BS Construction Management, Colorado State University, CO

OSHA 30 Hour Certification, Colorado Springs, CO

Recent/Relevant Experience**Title:** Program Manager**Employer:** Olgoonik Construction Division, Colorado Springs, CO**Dates of Employment:** 02/2018-Present**Summary of Responsibilities:**

- Responsible for the overall performance of excavation, underground utilities, site work and concrete activities performed by in-house work force.
- Responsible for the oversight and growth of project managers, estimators, superintendents, job foreman and in house trade work force.
- Oversight of multiple contracts to ensure that needs, schedules and budgets are maintained to expectation of clients.
- Manage a staff of estimators, project managers, superintendents, quality control/safety manager and administrative personnel to effectively manage projects while supporting the need of clients.
- Manage long term company schedule and outlook to ensure that proper workforce and subcontractor support is available for current and future contracts.
- Manage project team and supply coordination/support to facilitate the successful completion of construction projects on time and under budget.
- Focused on long term relationship building with contracting offices and engineering departments.

Title: Project Manager**Employer:** Olgoonik Construction Division, Colorado Springs, CO**Dates of Employment:** 02/2015-02/2018**Summary of Responsibilities:**

- Responsible for the management of federal construction projects in the Colorado Springs/Denver area at various military installations.
- Successfully managed and completed over 100 construction projects along the Front Range.
- Managed a staff of estimators, project managers, superintendents, quality control/safety manager and administrative personnel to effectively manage projects while supporting the need of clients.
- Managed project team and supply coordination/support to facilitate the successful completion of construction projects on time and under budget.
- Focused on long term relationship building with contracting offices and engineering departments.

Title: Project Manager**Employer:** DWG & Associates, Colorado Springs, CO**Dates of Employment:** 03/2011-02/2015**Summary of Responsibilities:**

- Responsible for ensuring the successful and timely completion of multiple task orders on Schriever AFB, Peterson AFB and the Air Force Academy.

- Managed multiple construction task orders simultaneously.
- Handled estimating and project procurement.
- Created/tracked/managed construction submittals.
- Created/updated project schedules.
- Coordinated subcontractors.
- Material and subcontractor procurement.
- Managed project budgets.

Title: Assistant Project Manager

Employer: DWG & Associates, Colorado Springs, CO

Dates of Employment: 09/2008-03/2011

Summary of Responsibilities:

- Managed/Estimated federal government projects.
- Created/tracked/managed construction submittals.
- Created/updated project schedules.
- Coordinated subcontractors.
- Responsible for material and subcontractor procurement.
- Manage project budgets.

References

1. Brian Hayden, Contracting Officer, US Air Force Academy, (719)-333-4531
2. Brad Boyer, Supervisor at DWG & Associates, (719) 896-6108
3. Bryant Shea, Engineer/CM for US Air Force Academy, (719) 726-1550

2.2. DAY-DAY MANAGER/LEAD ESTIMATOR, ~~Nate~~Ulven

Education/Certifications/Skills

Superior interpersonal skills and excellent analytical skills with 25 years combined experience in sales and project management, commercial and industrial real estate and major account management with medium enterprise and Fortune 500 companies. Versed in, but not limited to; sales, contract negotiations, project estimating, document preparation, material purchasing, continuous customer communication, marketing material design, trade show/convention organization and site management. Inactive U.S. Naval Reservist/SeaBee.

Recent/Relevant Experience

Areas of expertise:

Cost Management
Construction Planning & Scheduling
Quality Management

Safety/Compliance Management
Organization/Time Management
Vendor/Material Management

EXPERIENCE:

Olgoonik Construction Division

02.21 – 11.22

Colorado Springs, CO

Estimator and Project Manager

Estimating and management of excavation, asphalt and concrete projects in the Southern region of Colorado.

DACS Asphalt & Concrete

02.21 – 11.22

Colorado Springs, CO

Estimator and Project Manager

Estimating maintenance asphalt and concrete projects in the Southern region of Colorado. Working with Pavement Soft daily.

Pyramid Construction, Inc.

02.18 – 01.21

Colorado Springs, CO

Estimator and Project Manager

Estimated new construction and maintenance projects. Worked with the City of Colorado Springs on many projects, worked with El Paso County on various projects and worked with private clients throughout El Paso County. Used Bid2Win and Blue Beam daily. Worked with finance on all levels, AIA payments and monthly AECOM payments.

Brown Brothers Asphalt & Concrete

Centennial, CO

02.15 – 02.18

Estimator and Project Manager

Estimated new construction and maintenance. Sold \$5 Million in business every year. Worked on Outlook and Net Suite every day.

Venture Paving Group, LLC

07.09 - 1.15

Chicago, IL

National Project Manager

Outline of responsibilities at Venture Paving are identical of that which were performed at Rose & Rabine Paving.

Rabine Paving America

01.08 – 7.09

Chicago, IL

National Sales & Project Manager

Developed and implemented Rabine Paving America (R.P.A.) division within Rabine Paving. Outline of responsibilities at Rabine Paving are very similar to those at Rose Paving. However, was the only sales/project manager for the first year of R.P.A.'s existence. Certified in Troxler Nuclear Gauge operations. Took all classes need to become L.E.E.D. A.P. certified.

Venture Paving Group, LLC

01.07- 12.07

Chicago, IL

National Project Manager

Outline of responsibilities at Venture Paving are identical of that which were performed at Rose Paving Company.

Rose Paving Company

10.04 - 10.06

Bridgeview, IL

National Project Manager

Oversaw all details of parking lot project from sale to finished project. Established project plan and determine time frame, bottom line cost & created project schedule. Pulled all local permits. Organized projects while working with subcontractor whom I hired and/or work with in-house crews. Achieved financial objectives by preparing project budget. Approved project specifications by analyzing project design, customer requirements and performance standards. Tracked all interactions with client and subcontractor through customized CRM. Traveled 70-80% of the time, Able to work hand-in-hand with national and Regional customers to maintain partnership through scheduling and project completion. . Maintained constant communication with national customers and their corporate office.

K & K Contractors, INC.

08.01 - 10.04

Park Ridge, IL

Project/Sales Manager

Site work leader handling all facets of work performed on site, such as demolition, grading, excavation, compaction, drainage and site utilities. Project supervision included scheduling, coordination, safety, quality control, and client satisfaction. In addition, draw up estimates, proposals, and contracts.

Regus Business Centre

03.00 - 07.01

Oak Brook, IL

Area Sales Manager

Generated \$350,000 in average gross monthly agreements. Identify, contact, qualify and close 1–5-year agreements with medium enterprise and Fortune 500 companies. Oversaw sales and operations for over 180,000 square feet monthly. Built strong relationships in Chicago Real Estate community.

2.3. ON-SITE SUPERINTENDENT, Max Saunders

Education/Certifications/Skills

Quality Control for multiple projects for City, County and Federal Government including roadway improvement, ADA improvements, and parking lot upgrades. Bilingual individual with 17 years construction experience and 10 years' experience managing multiple crews for roadway improvement and paving projects.

Recent/Relevant Experience

Title: Project

Manager/QC/Superintendent

Employer: Olgoonik Construction Division.

Dates of Employment: 02/2019 - Current

Summary of Responsibilities:

Management of projects for City, County, Metro and Department of Defense contracts. Responsible for ensuring compliance with safety regulations and implementing safety measures on job sites. Conduct regular safety meetings with crew members and sub-contractors to ensure everyone is aware of safety procedures and hazards. Review and approve time sheets, expense reports and other project related documentation. Develop and maintain strong relationships with clients and sub-contractors, ensuring clear communication and expectations are met. Collaborate with superintendents and other team members to identify and resolve issues or challenges in a timely matter. Continuously monitor project progress and adjust plans as needed to ensure timely completion and adherence to budget. Provide regular updates to clients on project status and outcomes. Overall, responsible for ensuring the successful completion of projects on-time, within budget, and to the satisfaction of clients.

Title: Superintendent

Employer: Trax Construction

Dates of Employment: 2013 - 2019

Summary of Responsibilities:

Responsible for bidding jobs competitively in order to run profitable projects by determining cost of labor, materials and equipment needed to complete asphalt paving and concrete projects. Communicating with customers, suppliers, and subcontractors to ensure that all customers are informed of project progress, changes and issues. Managing project schedules, budgets and resources to ensure optimal project performance. Conducting regular site visits and inspections to ensure compliance with project specifications, safety regulations, and quality standards. Providing timely and accurate project reports to management and customers. Mentoring and training team members to enhance their skills and knowledge. Continuously improving project management processes and methodologies to optimize project outcome.

Title: Job Foreman

Employer: Trax Construction

Dates of Employment: 2006 - 2013

Responsible for an asphalt crew of 12 employees Was responsible of measuring and prepping asphalt patches on schedule on a daily basis. Responsible for ordering materials needed to efficiently and safely complete jobs scheduled each day. Provided daily reports and any safety reports to project manager daily. Delegated tasks to crew members to make sure job ran smoothly and the jobs were completed at a high quality. Operated backhoe in a safe manner to prep job site for asphalt by removing existing asphalt and concrete and replacing it ensuring asphalt and concrete were placed correctly and to quality standards.

SECTION 3 – ADDITIONAL MARKETING MATERIAL

Olgoonik's Additional Marketing Material consisting of a more detailed Capabilities Statement begins on the next page.



CAGE CODE: 7EN22

UEID: JHL3EMEYK3K8

ROB HAWTHORNE, GENERAL MANAGER

RHAWTHORNE@OLGOONIK.COM

OFFICE (719) 433-7660 - CELL (719) 238-5999 - FAX (719) 314-1218

3201 C STREET, STE. 700, ANCHORAGE, AK 99503

SOCIO-ECONOMIC STATUS:

8(a) SMALL DISADVANTAGED BUSINESS

CAPABILITY STATEMENT

WWW.OLGOONIK.COM

Olgoonik Enterprises, LLC (OE) is an Alaska Native Corporation (ANC) and Small Business Administration 8(a) certified company. Founded in 2015, OE is one of the subsidiaries within the Olgoonik Construction Division. Clients benefit from the experience of our key personnel and corporate expertise in Government contracting as well as our commitment to meeting our client's needs safely, ethically, and with the highest standards of quality. Working worldwide, our select teams of professionals are experienced with Indefinite Delivery/Indefinite Quantity (IDIQ), Simplified Acquisition of Base Engineering Requirements (SABER), Job Order Contracts (JOC) and both Single and Multiple Award Task Order contracts (SATOC, MATOC) as well as hard dollar Firm-Fix-Priced contracts.

BONDING CAPACITY - \$50M SINGLE - \$200M AGGREGATE

CORE COMPETENCIES

- General Contractor with proven experience in Federal and local Government construction projects
- Design-Build and Design-Bid-Build expertise with solid past performance and excellent client relations
- Self-Perform capability in Concrete, Civil, and Electrical Scopes of Work
- Prime Contractor with extensive management resources and proven business structure

PAST PERFORMANCE

Front Range SABER

5-year, \$275M contract for a wide range of construction services issued via task orders on military installations throughout Colorado and Wyoming.

NIST Construction IDIQ

5-year, \$50M task order contract for construction and renovation activities at the National Institute of Standards and Technology in Boulder, CO.

IDIQ MATOC for Construction

5-year, \$150M contract for construction and renovation of clinical units, laboratory spaces and associated support areas at various National Institute of Health (NIH) Facilities.

McConnell/Riley SABER

5-year, \$45M single award task order contract for design/build and construction services at McConnell Air Force Base and Fort Riley, KS.

McConnell MACC

5-year, \$50M multiple award task order contract for design/build and construction services at McConnell Air Force Base, KS.

Little Rock JOC

Administered by the U.S Army Corps of Engineers – Little Rock District, this 3-year, \$24M task order contract is primarily for construction and renovation services covering projects across the state of Arkansas.

NAICS CODES

236220 - Commercial and Institutional Building Construction

237310 - Highway, Street, and Bridge Construction

237990 - Other Heavy and Civil Engineering Construction

238210 - Electrical Contractors and Other Wiring Installation Contractors

238220 - Plumbing, Heating, and Air-Conditioning Contractors

238990 - All Other Specialty Trade Contractors

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Olgoonik Enterprises, LLC

Nationwide Mutual Insurance Company as Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Woodland Park, Colorado, as Owner, in the penal sum of Five Percent (5%) of the Total Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Woodland Park, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Woodland Park Project STATE HWY 67 WIDENING

V

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

NOW THEREFORE,

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 25th day of October, 2023, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPALSURETY

Name: Olgoonik Enterprises, LLC

Nationwide Mutual Insurance Company

Address: 5055 Mark Dabbling Blvd

1100 Locust Street - Dept. 2006

Colorado Springs, CO 80918

Des Moines, IA 50391

By: [Signature]

Title: ESTIMATOR PROJECT MANAGER

Attorney-in-Fact:

[Signature]
Katharine J Snider

(SEAL)



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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALEXA MANLEY; ALICEON A KELTNER; ALYSSA J LOPEZ; AMBER LYNN REESE; AMELIA G BURRILL; ANNELIES M RICHIE; CARLEY ESPIRITU;
CHRISTOPHER KINYON; CYNTHIA L JAY; DONALD PERCELL SHANKLIN, JR; FRANK W HAFNER, III; HOLLI ALBERS; JAMES R COGDILL;
JAMIE L MARQUES; JULIE R TRUITT; JUSTIN DEAN PRICE; KARI MICHELLE MOTLEY; KATHARINE J SNIDER; LINDSEY ELAINE JORGENSEN;
LOIS F WEATHERS; LORI J KELLY; MARIAN C NEWMAN; MICHAEL S MANSFIELD; SARAH WHITAKER; SHERRI W HILL;
TAMARA A RINGEISEN; TERRIE L CONARD; W D MORRIS JR; WESLEY V DASHER, JR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

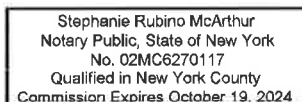


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

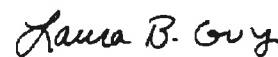


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of said Company this 25th day of October, 2023.



Assistant Secretary

BID SCHEDULE

Schedule 1: Base Bid

Item No.	Description	Estimated Quantity	Unit	Unit Price in Numbers	Total Amount Per Item
201-00001	CLEARING AND GRUBBING	2	ACRE	11106.13	22212.25
202-00010	REMOVAL OF TREES	1	EA	1265.00	1265.000
202-00015	REMOVAL OF HEADWALL	1	EA	4347.000	4347.000
202-00020	REMOVAL OF STORM PIPE (15-INCH CMP)	8	LF	379.5	3036
202-00037	REMOVAL OF END SECTION	2	EA	1667.5	3335
202-00090	REMOVAL OF DELINEATOR	12	EA	191.67	2300
202-00203	REMOVAL OF CURB AND GUTTER	415	LF	11.53	4784
202-00220	REMOVAL OF ASPHALT MATERIAL	2,681	SY	22.7	60855.13
202-00240	REMOVAL OF ASPHALT MATERIAL (PLANING)	3,497	SY	16.08	56235
202-00815	REMOVAL OF SIGN	5	EA	322	1610
202-04002	CLEAN CULVERT	7	EA	831.29	5819
202-05026	SAWING ASPHALT MATERIAL	3,190	LF	2.88	9175.25
202-07100	REMOVAL OF GRAVEL SURFACE	53	SY	197.02	10442
203-00000	UNCLASSIFIED EXCAVATION	1,850	CY	11.2	20723
203-00060	EMBANKMENT MATERIAL	1,350	CY	66.58	89880.55
203-01597	POTHOLING	20	HOUR	690	13800
207-00205	TOPSOIL	290	CY	116.78	33867.5
208-00002	EROSION LOG TYPE 1 (12-INCH)	96	LF	15.33	1472
208-00020	SILT FENCE	1,675	LF	2.48	4157.25
208-00045	CONCRETE WASHOUT STRUCTURE	1	EA	2875	2875
208-00052	CULVERT PROTECTION	6	EA	284.63	1707.75
208-00070	VEHICLE TRACKING PAD	1	EA	4830	4830
208-00097	STABILIZED STAGING AREA	1	EA	4025	4025
208-00106	SWEEPING	30	HOUR	230	6900

BID SCHEDULE

210-00810	RESET GROUND SIGN	10	EA	345	3450
210-04010	ADJUST MANHOLE	1	EA	345	345
210-04051	ADJUST VALVE BOX	2	EA	143.75	287.5
212-00006	SEEDING (NATIVE)	1	ACRE	14601.55	14601.55
213-00000	MULCHING	1	ACRE	2967	2967
216-00100	SOIL RETENTION BLANKET (STRAW-COCONUT)	1,232	SY	6.14	7563.55
240-00000	WILDLIFE BIOLOGIST	40	HOUR	258.18	10327
304-06000	AGGREGATE BASE COURSE (CLASS 6)	900	CY	101.94	91747
306-01000	RECONDITIONING (8-INCH)	5,150	SY	5.14	26450
403-33721	HOT MIX ASPHALT S(75) PG(58-28)	1,900	TON	174.32	331200
403-34731	HOT MIX ASPHALT SX(75) PG(58-34)	994	TON	182.87	181773.6
506-00209	RIPRAP (9-INCH, TYPE L)	30	CY	306.28	9188.5
603-02180	23x14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL	272	LF	174.17	47374.25
603-05118	23x14 INCH REINFORCED CONCRETE END SECTION	5	EA	1812.4	9062
603-10018	18" STEEL PIPE	210	LF	378.87	79562.75
603-10240	24" CORRUGATED METAL PIPE	34	LF	234.53	7974.1
603-77002	CULVERT HEADWALL (3-SIDED CULVERT)	3	CY	1633	4082.5
607-11525	FENCE (PLASTIC)	1,175	LF	7.7	9044.75
608-01010	BITUMINOUS CURB RAMP	17	TON	224.25	3812.25
609-20010	CURB AND GUTTER WOODLAND PARK TYPE 1	288	LF	91.84	26450
612-00001	DELINEATOR (TYPE I)	12	EA	198.85	2386.25
612-00002	DELINEATOR (TYPE III)	12	EA	210.35	2524.25
614-00011	SIGN PANEL (CLASS I)	22	SF	103.24	2271.25
614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST&SOCKET)	87	LF	57.57	5008.25
625-00000	CONSTRUCTION SURVEYING	1	LS	51750	51750
626-00000	MOBILIZATION	1	LS	80500	80500

BID SCHEDULE

627-00002	THERMOPLASTIC PAVEMENT MARKING	145	SF	31.13	4513.75
627-00005	EPOXY PAVEMENT MARKING	25	GAL	281.75	7043.75
630-00000	CONSTRUCTION TRAFFIC CONTROL	1	LS	49335	49335
700-70010	F/A MINOR CONTRACT REVISIONS	1	FA	\$100,000.00	\$100,000.00
700-70023	F/A ON-THE-JOB TRAINEE	1	FA	\$5,000.00	\$5,000.00
BASE BID - TOTAL AMOUNT \$					\$1,547,249.48

BASE BID - TOTAL AMOUNT (IN WORDS)

One million, five hundred forty seven thousand two hundred forty nine	Dollars
Fourty eight	Cents

BID SCHEDULE

Bid Alternate #1

Item No.	Description	Estimated Quantity	Unit	Unit Price in Numbers	Total Amount Per Item
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	1,659	LF	81.51	135222.75
613-07004	CDOT FIBER PULL BOX TYPE 4	9	EA	7896.67	71070
Bid Alternate #1 - TOTAL AMOUNT \$					\$206,292.75

BID ALTERNATE #1 - TOTAL AMOUNT(IN WORDS)

Two hundred six thousand two hundred ninety two Dollars

Seventy five Cents

AWARD OPTIONS

OPTION 1 - Base Bid - Total Amount \$ 1547429.48

OPTION 2 - Base Bid + Bid Alt. 1 - Total Amount \$ \$1,753,542.23

Name of Bidder (Typed or Printed): Natalie Ulven

Signature of Bidder (Same as Proposal Form):

Estimator/Project

Title: Manager

BID SCHEDULE

END OF BID SCHEDULE

COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACTORS PERFORMANCE CAPABILITY STATEMENT

Project #

ST.20.002

1. List names of partnerships or joint ventures ☒ none

WE HAVE MULTIPLE COMPANIES ALL UNDER THE OLGOONIK UMBRELLA (OLGOONIK GENERAL, OLGOONIK ENTERPRISE, OLGOONIK DIVERSIFIED SERVICE) ALL W/ UNIQUE CAPABILITIES.

2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)

a. Key personnel changes ☐ none

3 NEW SUPERINTENDENTS IN ADDITION TO ORIGINAL

b. Key equipment changes ☒ none

c. Fiscal capability changes (legal actions, etc.) ☒ none

d. Other changes that may effect the contractors ability to perform work. ☒ none

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Contractor's firm or company name

OLGOONIK ENTERPRISES, LLC

By

NATALIE ULVEN

Date

10.24.23

Title

ESTIMATOR / PROJECT MANAGER

2nd Contractor's firm or company name (if joint venture)

By

Date

Title

COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT

PROJECT NO.

ST. 20.002

LOCATION

CITY OF WOODLAND PARK

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name

OLGOONIK ENTERPRISES, LLC

By

NATALIE ULLEN

Date

10.24.23

Title

ESTIMATOR / PROJECT MANAGER

2nd contractor's firm or company name. (If joint venture.)

By

Date

Title

Sworn to before me this

25th

day of,

October

2023

Notary Public

Kristen A Yost

My commission expires

September 19, 2024

NOTE: This document must be signed in ink.

KRISTEN A YOST
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID 20054019034

MY COMMISSION EXPIRES SEPTEMBER 19, 2024

COLORADO DEPARTMENT OF TRANSPORTATION
ASSIGNMENT OF ANTITRUST CLAIMS

PROJECT NO.

ST.20.002

Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.
2. Contractor hereby expressly agrees:
 - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
 - (1) Such third party that the antitrust claim has been assigned to CDOT, and
 - (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT;
 - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
 - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
 - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
 - b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
 - (1) Such third party that the antitrust claim has been assigned to CDOT, and
 - (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
 - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
 - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractor's firm or company name

OLGOONIK ENTERPRISES, LLC

By

NATALIE ULVEN

Date

10.24.23

Title

ESTIMATOR/PROJECT MANAGER

2nd contractor's firm or company name. (If joint venture.)

By

Date

Title

BIDDERS LIST

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

I certify that the information provided herein is true and correct to the best of my knowledge.

Work Proposed Categories:		
1. Materials and Supplies	11. Structural Steel and Steel Reinforcement	21. Clearing, Demolition, Excavation and Earthwork
2. Flagging and Traffic Control	12. Riprap and Anchored Retaining Walls	22. Engineering and Surveying Services
3. Trucking and Hauling	13. Landscape and Erosion Control	23. Public Relations and Involvement
4. Precast Concrete, Foundations, and Footings	14. Bridge and Bridge Deck Construction	24. Piles and Deep Foundations
5. Concrete Paving, Flatwork and Repair	15. Asphalt Paving	25. Waste Management and Recycling
6. Lighting and Electrical	16. Road and Parking Lot Marking	26. Site Clean Up
7. Signs, Signal Installation, and Guardrail	17. Chip Seal, Crack Seal, Joint Seal and Crack Fill	27. Mechanical and HVAC
8. Fencing	18. Bridge Painting and Coating	28. Tunnel Construction
9. Buildings and Vertical Structures	19. Stairway and Ornamental Metal	29. Profiling and Grinding
10. Utility, Water and Sewer Lines	20. Parking Lots and Commercial Sidewalks	30. Environmental Health and Safety

CDOT Form #1413 12/16

ANTICIPATED DBE PARTICIPATION PLAN

CDOT Form # 1414 10/20

COLORADO DEPARTMENT OF TRANSPORTATION

COMMITMENT CONFIRMATION

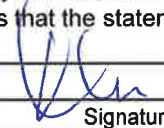
SECTION 1. This section must be completed by the Contractor.

Project Name:	SH-67 Widening	Subaccount #:	
Bidder:	Olgoonik Enterprises, LLC	Bidder Phone:	719.694.6534
Bidder Contact:	Natalie Ulven	Bidder Email:	nulven@olgoonik.com
DBE Firm Name:	AA Striping & C. Truck	DBE Phone:	
DBE Address:		DBE Email:	

Commitment Details

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking	Trucking in material	?	\$46,000.00	\$46,000.00
Supplies		?		
Services	Striping		\$19,650.00	\$19,650.00
Total			\$65,650.00	\$65,650.00

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true, and accurate to the best of your knowledge.

NATALIE ULVEN	ESTIMATOR/P.M.		10.25.23
Bidder/Contractor Representative	Title	Signature	Date

SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	With contractor
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	2 and 2
Who within your firm will be supervising and responsible for your firm's work on this project?	TBD
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
DBE Representative	Title	Signature	Date
Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights & Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us .			
SECTION 3. This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
Pre-award CDOT projects: This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow. Pre-award local agency projects: Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

COLORADO DEPARTMENT OF TRANSPORTATION

GOOD FAITH EFFORT REPORT

Section 1. Contractor and Project Information

Bidder:	Olgoonik Enterprises, LLC	Project:	SH-67 Widening
Address:	5055 Mark Dabling Blvd. 80918	Project Code:	ST.20.002
Contact Name:	Natalie Ulven	Proposal Amount:	\$1,547,249.48
Contact Phone:	719.694.6534	Contract Goal Percentage:	4%
Contact Email:	nulven@olgoonik.com	Contract Goal Dollar Value:	\$61,889.92

Section 2. Efforts to Achieve DBE Participation. Attach a narrative that answers the questions below and complete Page 2 (Subcontractor Quote Summary). Provide any supporting documentation which demonstrates your good faith efforts.

- Describe your overall plan or approach to meeting the contract goal. Include how much and what work you intend to self-perform; how much and what work you intend to subcontract; what work areas were identified as subcontracting opportunities for DBEs; and the approximate number of DBEs per area.
- Describe your efforts to obtain DBE participation (i.e. how you attempted to execute your plan or approach to meeting the contract goal). Include direct outreach (state the DBE solicited, date(s) and method of phone, email or fax); indirect outreach such as events, publications, and/or communication with minority and other organizations that you conducted to reach DBEs (state date(s), location and audience); other efforts you made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.); and obstacles you encountered in assisting or contracting with DBEs. Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation of Page 2.
- If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, provide your justification for such deficiencies and the remedies you have taken or intend to take to avoid the issue in the future. If you have obtained any additional commitments since submission of the bid, attach the Form 1415(s) and the reason why such commitments were not obtained prior to the proposal due date.

Section 3. Affidavit of Good Faith Efforts. The Bidder must show that it took all necessary and reasonable steps to achieve the DBE contract goal which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. 49 CFR Part 26, Appendix A sets forth examples and guidance for good faith efforts. The contractor is not limited to the examples provided in 49 CFR Part 26, Appendix A and may provide any documentation that demonstrates good faith efforts to obtain DBE participation on this contract.

If, at any time, CDOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, CDOT may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice or Office of the Inspector General for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal program.

By signing below, the Bidder hereby affirms that it has made good faith efforts and has documented all such efforts in this form and the attached supporting documentation.

I, Natalie Ulven am the Estimator of Olgoonik Enterprises, LLC
 Representative Name Title Company

I have the authority to make this affidavit for and on behalf of my company. All information provided herein and attached as evidence of my company's good faith efforts is true and accurate to the best of my belief.

[Signature]
 Signature

10.25.23
 Date

Notarization: Must be completed by a licensed notary.

County of El Paso State of Colorado

Subscribed and sworn before me this 25th day of October, 2023

Notary Signature Kristen A Yost

Notary Address 5055 Mark Dabling Blvd
Colorado Springs, CO 80918

SEAL

KRISTEN A YOST
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20054019034
 MY COMMISSION EXPIRES SEPTEMBER 19, 2024

CDOT projects: Submit this form and all supporting documentation to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

Local agency projects: Submit this form and all supporting documentation to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

Subcontractor Quote Summary (Attach additional pages if necessary.)

[illegible]

GOOD FAITH EFFORT REPORT ANSWERS

- A.) Olgoonik intends to self-perform 40% of the work and subcontract 60% of the overall project. Striping and trucking are identified as DBE opportunities.
- B.) We have great relationships with C&G and AA, that's how we're obtaining DBE participation for the intended project.

COLORADO DEPARTMENT OF TRANSPORTATION

COMMITMENT CONFIRMATION

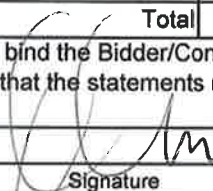
SECTION 1. This section must be completed by the Contractor.

Project Name:	SH-67 Widening	Subaccount #:	
Bidder:	Olgoonik Enterprises, LLC	Bidder Phone:	719.694.6534
Bidder Contact:	Natalie Ulven	Bidder Email:	nulven@olgoonik.com
DBE Firm Name:	Hydro Turf	DBE Phone:	719.591.8151
DBE Address:	7215 Maine Lane, C.S., CO 80923	DBE Email:	estimating@hydroturfinc.com

Commitment Details

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking				
Supplies				
Services	Reclamation & E.C.	237990 - 541620 - 561730	\$51,771.72	\$51,771.72
Total			\$51,771.72	\$51,771.72

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

Natalie Ulven	Estimator/Project Manager		11.07.23
Bidder/Contractor Representative	Title	Signature	Date

SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	YES
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	NO
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	YES - Permits & Inspections Era Environmental - \$7,700
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	NO
Who within your firm will be supervising and responsible for your firm's work on this project?	Josue Granados
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	NO

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
GLADYS AYALA	Vice President	<i>Gladys Ayala</i>	11/08/2023
DBE Representative	Title	Signature	Date
Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights & Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us .			
SECTION 3. This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
Pre-award CDOT projects: This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
Pre-award local agency projects: Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

COLORADO DEPARTMENT OF TRANSPORTATION

GOOD FAITH EFFORT REPORT

Section 1. Contractor and Project Information

Bidder:	Olgoonik Enterprises, LLC	Project:	SH-67 Widening
Address:	5055 Mark Dabbling Blvd. 80918	Project Code:	ST.20.002
Contact Name:	Natalie Ulven	Proposal Amount:	\$1,753,542.23
Contact Phone:	719.694.6534	Contract Goal Percentage:	4%
Contact Email:	nulven@olgoonik.com	Contract Goal Dollar Value:	\$70,141.68

Section 2. Efforts to Achieve DBE Participation. Attach a narrative that answers the questions below and complete Page 2 (Subcontractor Quote Summary). Provide any supporting documentation which demonstrates your good faith efforts.

- Describe your overall plan or approach to meeting the contract goal. Include how much and what work you intend to self-perform; how much and what work you intend to subcontract; what work areas were identified as subcontracting opportunities for DBEs; and the approximate number of DBEs per area.
- Describe your efforts to obtain DBE participation (i.e. how you attempted to execute your plan or approach to meeting the contract goal). Include direct outreach (state the DBE solicited, date(s) and method of phone, email or fax); indirect outreach such as events, publications, and/or communication with minority and other organizations that you conducted to reach DBEs (state date(s), location and audience); other efforts you made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.); and obstacles you encountered in assisting or contracting with DBEs. Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation of Page 2.
- If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, provide your justification for such deficiencies and the remedies you have taken or intend to take to avoid the issue in the future. If you have obtained any additional commitments since submission of the bid, attach the Form 1415(s) and the reason why such commitments were not obtained prior to the proposal due date.

Section 3. Affidavit of Good Faith Efforts. The Bidder must show that it took all necessary and reasonable steps to achieve the DBE contract goal which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. 49 CFR Part 26, Appendix A sets forth examples and guidance for good faith efforts. The contractor is not limited to the examples provided in 49 CFR Part 26, Appendix A and may provide any documentation that demonstrates good faith efforts to obtain DBE participation on this contract.

If, at any time, CDOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, CDOT may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice or Office of the Inspector General for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal program.

By signing below, the Bidder hereby affirms that it has made good faith efforts and has documented all such efforts in this form and the attached supporting documentation.

I, NATALIE ULVEN am the ESTIMATOR/P.M. of OLGOONIK ENTERPRISES, LLC

Representative Name

Title

Company

I have the authority to make this affidavit for and on behalf of my company. All information provided herein and attached as evidence of my company's good faith efforts is true and accurate to the best of my belief.

[Signature]
Signature

11.07.23
Date

Notarization: Must be completed by a licensed notary.

County of El Paso State of Colorado

SEAL

Subscribed and sworn before me this 7th day of November 2023

Notary Signature Kristen A Yost

Notary Address 5055 Mark Dabbling Blvd
Colorado Springs, CO 80918

KRISTEN A YOST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054019034
MY COMMISSION EXPIRES SEPTEMBER 19, 2024

CDOT projects: Submit this form and all supporting documentation to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

Local agency projects: Submit this form and all supporting documentation to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

GOOD FAITH EFFORT REPORT ANSWERS – 11.07.23

2A.) Olgoonik Enterprises, LLC intends to self-perform 40% of the work and subcontract 60% of the overall project. Environmental and trucking are identified as DBE opportunities. Both Hydro Turf and Dorados Transport were contacted when the RFP was released by phone. We didn't realize they were both DBE until we were notified that our 1st two companies didn't have DBE status. We cross referenced the DBE status for Hydro and Dorados in the DBE directory.

2B.) We have tremendously solid relationships with Dorados Transport and Hydro Turf, we're obtaining DBE participation for the intended project through their CDOT approved status. We will consider using other DBE transport companies should the need arise. Olgoonik Enterprises, LLC decided to bid on this project the day it came out, 10.04.23. Our proposal, and all required documentation, were uploaded onto BidNet 10.25.23. We didn't have any obstacles in contacting the valid DBEs.

2C.) Due to the fact that the DBE participation was miscalculated, we've rectified the error by resubmitting the CDOT Form #1415 for Hydro Turf and are waiting for the same form to be completed by Dorados Transport, once it's been received it will be sent to Zoe Demuth-George for review. Both companies have been verified in the DBE Directory.

3.)_Olgoonik Enterprises, LLC took all necessary and reasonable steps to obtain and achieve DBE contract goals through the intensity and appropriateness of the overall objectives. Olgoonik Enterprises, LLC understands that the expectations were reasonable to obtain DBE participation, even if not fully successful. Olgoonik Enterprises, LLC would also like CDOT to take into consideration the fact that we are a certified 8A Small Disadvantaged Business.

Natalie Ulven

Olgoonik Enterprises, LLC

Estimator/Project Manager

719.694.6534

5055 Mark Dabling Blvd., Colorado Spring, CO 80918

Subcontractor Quote Summary (Attach additional pages if necessary.)

[illegible]

COLORADO DEPARTMENT OF TRANSPORTATION
COMMITMENT CONFIRMATION

SECTION 1. This section must be completed by the Contractor.

Project Name:	SH-67 Widening	Subaccount #:	
Bidder:	Olgoonik Enterprises, LLC	Bidder Phone:	719.694.6534
Bidder Contact:	Natalie Ulven	Bidder Email:	nulven@olgoonik.com
DBE Firm Name:	Dorados Transport LLC	DBE Phone:	719.453.8842
DBE Address:	3247 Tail Spin Dr, C.S. CO, 80916	DBE Email:	doradostransport@gmail.com

Commitment Details

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking	Trucking in material	484118 484220 484121	\$18,369.96	\$18,369.96
Supplies				
Services				
Total			\$18,369.96	\$18,369.96

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

Natalie Ulven	Estimator/Project Manager		11.07.23
Bidder/Contractor Representative	Title	Signature	Date

SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	NO
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	NO
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	Yes 17 Trucks / 17 Drivers
Who within your firm will be supervising and responsible for your firm's work on this project?	Diego Olmedo
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	NO
Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.	NO

This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated. *Diego Olmedo* *Owner* *C. Olmedo* *11/29/23*

DBE Representative	Title	Signature	Date
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Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights & Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.

SECTION 3. This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member

Name	Title	Approved or Denied	Date of Decision
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Pre-award CDOT projects: This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.

Pre-award local agency projects: Submit this form to the local agency that will be awarding the project.

GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
8. *Bonds*--Those performance or payment bonds which CONTRACTOR is obligated to obtain pursuant to Article 5 of these General Conditions.
9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items

listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--Drawings Engineer of Record, or OWNER duly designated representative.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Lien*--Verified statements of claim filed with OWNER pursuant to the Colorado Revised Statutes.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The City of Woodland Park, a home rule municipality of the State of Colorado and the entity with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents. Includes Bidding requirements, Contract Forms, General Conditions of the Contract and Technical Specifications.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms “as allowed” “as approved,” or terms of like effect or import are used, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR complete sets of the Contract Documents for use in the execution of the Work. Additional copies will be furnished, upon request, at the cost of the reproduction, which is \$50.00 per project manual and complete set of project drawings.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the supplementary conditions, certificates of insurance (and other evidence of insurance which OWNER or an additional insured may request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. So long as no change to the Contract Price or the Contract Times results, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adoption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site.

B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew or should, in the exercise of reasonable diligence, have known of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Time by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER.

4.05 Reference Points

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materi-

als brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph

5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase at its own expense and maintain such liability and other insurance in full force and effect at all times as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of the Work and CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees or uninsured subcontractors under any applicable law;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by personal injury liability;
5. Claims for damages other than to the CONTRACTOR's own work itself; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall include but not be limited to:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed products and operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed products and operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *Property Insurance*

A. Unless otherwise provided in the supplementary conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. All deductible amounts with regard to such insurance shall be the responsibility of the CONTRACTOR. This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk policy or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment which is to be used for the Work, whether in-transit or elsewhere, and shall insure against at least the following perils and causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may specifically be required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.05 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.06 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.05 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

5.07 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.05 will be adjusted with OWNER and made payable to OWNER as representative for, not as fiduciary for, the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.07.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as representative for, not as fiduciary for, shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.08 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.09 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.05 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or

policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and “Or-Equal”*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below:

1. “Or-Equal” *Items*: If in ENGINEER’s sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an “Or-Equal” item, in which case review and approval of the proposed item may, in ENGINEER’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER’s sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an “or-equal” item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR’s achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractor’s affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *ENGINEER's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. OWNER is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work (exemption No. 98-00361). Said Taxes shall not be included in the Contract Price or modifications to the Contract Price.

B. Prior to the purchase of any property to be incorporated into the Work, the CONTRACTOR and any subcontractor shall apply to the Department of Revenue, State of Colorado, for an exemption to be used for all Work done under this Contract (Form DR-172). All purchases for the Work shall use the exemption from sales tax.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and
 - d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.
3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is caused or is alleged to be caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused or alleged to be caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under

paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER or others may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice is hereby given to CONTRACTOR that such other work will be performed; and
2. CONTRACTOR shall not be entitled to any amount or extent of any adjustment in the Contract Price or Contract Times as a result of such other work.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to CONTRACTOR*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER may, in OWNER's sole discretion, appoint a replacement engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Payment*

A. OWNER shall make payments to CONTRACTOR promptly when they are due, subject to CONTRACTOR's satisfaction of all terms and conditions contained in section 14, and OWNER's right to withhold payment thereunder.

8.05 *Lands and Easements*

A. OWNER's duties in respect of providing lands and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Change Orders*

A. OWNER may execute Change Orders as indicated in paragraph 10.03. Upon OWNER's agreement to the terms thereof, OWNER is obligated to execute the Change Order.

B. OWNER will issue no Change Order or other form of order or directive requiring additional work to be performed, which work causes aggregate amounts payable under the Contract to exceed the amount appropriated for the original Contract, unless the CONTRACTOR is given written assurance by the OWNER that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered by remedy granting provisions of the Contract.

8.07 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.08 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.09 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.10 *Evidence of Financial Arrangements*

A. OWNER shall furnish CONTRACTOR with a statement that the amount of money appropriated is equal to or in excess of the contract amount.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER's Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections of the Site. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

- A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.
- B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the Contract Documents. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

B. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

C. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

D. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses,

sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. The cost of utilities, fuel, and sanitary facilities at the Site.

g. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

h. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

i. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence or intentional tortious conduct of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Except where the delay is due to the County or the County Work, where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions or acts of God.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary

labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale or invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as provided in the Agreement.

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
 - a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work;
 - c. there are other items entitling OWNER to a set-off against the amount recommended; or
 - d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If

ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; and (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens filed in construction with the Work.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to the OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR, excluding those sums withheld by OWNER pursuant to section 38-26-107, Colorado Revised Statutes.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except those arising from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of ENGINEER; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. CONTRACTOR shall include in all contracts entered with any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by CONTRACTOR to perform any of the Work, a Termination for Convenience Clause similar to that listed in Section 15.03. Recovery by such any Subcontractor, any Supplier, or other individual or entity upon OWNER's termination for convenience shall be limited by the terms listed in Section 15.03.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. In an effort to resolve any conflicts that arise during the construction of the Project or following the completion of the Project, all parties to this Agreement agree that all disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract shall be governed and construed according to the law of the State of Colorado. All civil actions brought in relation to this Contract shall be filed in District Court, Teller County, State of Colorado.

17.06 *Addresses*

A. All notices, letters and communication directed to OWNER shall be addressed and delivered to: Ben Sheets, City Engineer, City of Woodland Park, 220 W. South Avenue, Woodland Park, Colorado 80863.

All notices, letters and communication directed to ENGINEER shall be addressed and delivered to:

C. The business addresses of CONTRACTOR given in the Bid Form and CONTRACTOR's office at the site of the Work are hereby designated as the places to which all notices, letters, and other communication to CONTRACTOR will be delivered.

D. Either OWNER, CONTRACTOR, or ENGINEER may change his address at any time by an instrument in writing delivered to the other two.



City of Woodland Park

January 18, 2024 at 6:30 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor Pro-tem Case called the regularly scheduled Council Meeting to order at 6:29 pm. The following Councilmembers were present: Mayor Pro-tem Case, Councilmember Connors, Councilmember Harvey, Councilmember Nakai, Councilmember Neal, Councilmember Zuluaga. Mayor LaBarre was absent.

The following Staff members were present: City Manager Vassalotti, Deputy City Manager/City Clerk Leclercq (appeared via zoom), City Attorney Wilson (appeared via zoom), Utilities Director Wiley, City Planner Gates, and Planning Director Schminke (appeared via zoom).

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Swearing in Ceremony for the Police Department.
(Presenter Chief of Police Deisler)

Chief Deisler administered the Oath of Office to new police officers, Bailey Colvin and Hank Crist. Deisler shared the promotion of Crist to Lieutenant and Arseneau to Captain.

- B. Appointment to the Woodland Park Board of Adjustment. (A)
(Presenter Deputy City Manager/City Clerk)

Deputy City Manager/City Clerk Leclercq shared that there are currently openings on the Board of Adjustment and that incumbent Valerie Lundy has reapplied for her position. Following a brief interview with Lundy, the following motion was made.

Motion: to re-appoint Valerie Lundy to a regular position on the Board of Adjustment. Nakai/Zuluaga. Motion carried 6-0.

Leclercq administered the Oath of Office to Lundy and the Council thanked her for her continued service to the City and the Community.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

- A. Approval of On Call Engineering and Land Use Development Services Contracts Between the City of Woodland Park, Basis, Baseline, JR Engineering, and Wilson and Co. (Presenter Ben Schmitt, Director of Public Works)

Council decided to approve all Consent Agenda items with one motion.

Motion: to approve the Consent Agenda as presented to include the On Call Engineering

contracts with Basis, Baseline, JR engineering and Wilson and Co., to approve the On Call Asphalt contract with Olgoonik, to approve the December 2023 Statement of Expenditures and the January 4, 2024, City Council Meeting Minutes. Neal/Connors. Motion carried. 6-0

- B. Approval of On Call Asphalt and Concrete Contract between Olgoonik Enterprises, LLC and the City of Woodland Park (Presenter Ben Schmitt, Director of Public Works)
- C. Approval of the December 2023 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.
- D. Approval of the January 4, 2024 Regular City Council Meeting Minutes. (Presenter Deputy City Manager/City Clerk Leclercq)

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)

Holly Sample spoke regarding a workshop that Braver Angels would like to offer the Council called "Managing Difficult Conversations with Constituents."

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A. ORDINANCE NO. 1470, SERIES 2024 - A request by Pikes Peak Taco, Mexican Restaurant, Inc. (Applicant) to consider Ordinance No. 1470, Series 2024, an Ordinance Granting a Conditional Use Permit with a Site Plan Review for the Purpose of Allowing a Drive-Thru Restaurant and Associated Site Improvements Along with a Common Driveway Off Highway 24 with a Legal Description of Lot 3, Brecken Heights (19569 E. US 24) in the Community Commercial (CC) Zone. (QJ) (Presenter Senior Planner, CJ Gates)

City Planner Gates reviewed the Planning Department's Staff Report stating the following:

Background: The subject property is located within the Brecken Heights Subdivision, which was originally approved by the City Council in 2021. As seen on Figure 2, the original plat (Brecken Heights Subdivision) consisted of a total of four lots including the subject property which is outlined in red. In association with the Brecken Heights Subdivision, Lot 2 which is a total of 175,960 square-feet in size was deeded to the City of Woodland Park. Currently, a social trail exists on Lot 2 that leads to Sun Valley Park to the northeast. A townhouse plat for Lot 1 and a portion of Lot 4 of the Brecken Heights subdivision was approved by the City in 2022; this is now known as the "Homes at Brecken Heights" and consists of a total of 28 townhome lots.

SITE AND SURROUNDING PROPERTIES: the subject property is zoned Community Commercial (CC) and is bordered by additional CC zoned property to the southeast. To the north and east of the subject property is the City-owned parcel previously mentioned as well as the Homes at Brecken Heights townhome development, all zoned Multi-family Residential (MFS). Across Colorado State Highway 24 to the west is a Service Commercial (SC) zoned parcel where the Woodland Village Mobile Home Park currently exists. Just to the south of the mobile home park, southwest of the subject property, is the Wal-Mart Center Planned Unit Development (PUD).

CURRENT PROPOSAL: Pikes Peak Taco Mexican Restaurant, Inc. (applicant) and Morales Enterprises, LLC (property owner) are applying for a conditional use permit and site plan review in order to construct a 1,650 square-foot drive-thru Mexican restaurant with associated site improvements on the subject property with access to the property from Highway 24. The applicant has stated that the primary function of the proposed building is to function as a drive-thru restaurant, but will also include four tables for indoor seating. Outside of the building, it is proposed to have an outdoor seating area which includes three umbrella-style tables which holds approximately 4 customers per table. The City of Woodland Park Municipal Code section 18.09.090 Districts Established – table of permitted uses outlines that “Fast food restaurants and other food serving establishments with drive-in food service” is an allowed use within the CC zone district in conjunction with a Conditional Use Permit.

The applicant is proposing a 1,600 square-foot building on the south side of the property. The proposed site plan includes a parking area with a total of 17 parking spaces which meets the City requirement. Also, as seen on the site plan, the proposal includes a drive-thru. According to the City Code, the site must accommodate a minimum of four stacking spaces per drive-thru window. The site plan below in figure 4 has a total of four cars illustrated which meet the City Code.

The proposed restaurant will be accessed from Highway 24 using a proposed 30-foot wide common access driveway. The access point is located on Lot 4 and will be used to access the subject property as well as lot 4 of The Homes at Brecken Heights. A letter from the property owner of Lot 4, Brecken Heights, LLC, stating that they agree with the proposed driveway is included with this application. Also attached in the application packet is a copy of the draft utility and access easement agreement between the owners of lots 3 and 4. The applicant has also submitted an access permit from the Colorado Department of Transportation (CDOT). Access to Lot 3 and 4 is proposed to be under the same access permit from CDOT.

The subject property’s current conditions contain a variety of slopes. The northeastern portion of the site is where the most significant slopes exist. As seen within the applicant’s site plan, no improvements are proposed to that portion of the property. The western portion of the site where customers would enter the site is where the least amount of grade change exists. Within the front yard portion of the site that faces Highway 24, there is a swath of land that loops to the north where steep terrain also exists.

The applicant’s snow storage exhibit, which also includes slopes existing on the site that are over 33 percent. The City of Woodland Park Municipal Code Section 17.08.155 defines a “Hillside lot” as “any lot with fifty percent of its area having a slope of thirty percent or greater, or any lot where more than fifty percent of its front yard area as defined in section 18.06.590 has a slope of thirty percent or greater”. According to the front yard definition outlined in the code, the front yard is the portion of the site that faces Highway 24. The property as a whole is approximately a total of 40,075 square-feet in size.

During the review period of the application, the planning staff analyzed the amount of slope on the property. Within the City of Woodland Park Municipal code, when a commercial development is bordered by residential zoned land, the applicant must outline what measures are being taken in order to screen the commercial use from the residential use. The applicant is proposing a 17’ retaining wall on the northern side of the property where the parcel

boarders residential land. The proposed retaining wall will screen the restaurant from the City-owned Lot 2. In conjunction with the proposed retaining wall, the applicant is also proposing to install landscaping on all sides of the property as well as landscaped islands next to the outdoor eating area. As previously noted, the subject property is currently vacant land. According to the preliminary site plan the applicant has submitted, after construction of the restaurant, open space and landscaping will occupy 53.3 percent of the property. A bulk of the open space will be on the northwestern side of the property. The building is planned to be a total of 20'-6" in height and is proposed to be constructed with a mixture of materials. As seen later in the report, there is a condition of approval that the applicant must work with Planning staff to ensure the building meets the Woodland Park architectural design guidelines.

REFERRALS: The application was referred to City departments, including the City Attorney, the City Manager, the City Clerk, Utilities, Public Works, Police Department, Planning and Building; and external agencies including Northeast Teller County Fire Protection District, Black Hills Energy, Core Electric, Colorado Department of Transportation, Century Link/Lumen, and TDS Telecom.

CDOT returned comments on November 17, 2023 outlining issues with the applicant's site plan and traffic study (copy of letter attached). As previously stated, the applicant is submitting an access permit with CDOT for lot's 3 and 4. CDOT would like to see the site plan showing a reduced access width and reduced radii or an exhibit showing movement into and out of access warranting the size. The applicant will need to submit an updated traffic study and site plan exhibit to CDOT in order to receive the access permit.

CORE Electric submitted a comment via email on November 28, 2023 and their full comments are also attached hereto. CORE's comments outlined that CORE Electric Cooperative currently does not approve of the CUP as proposed. The applicant will be required to revise the retaining walls as they are not allowed to encroach on the utility easements. Also, CORE is requiring the applicant to provide a transformer and a metering location. No public comments have been received on this application.

Analysis of Conditional Use Permit and Findings: Municipal code section §18.57 *Conditional Use Permit* regulates the review of conditional use permit requests. §18.57.040.A states: "*The standards for conditional use permits are intended only as a minimum necessary for review. An application for a conditional use permit, even though meeting the minimal standards of the chapter and code, may be denied, if it is determined that the development and use is not in the best interest of the city.*" §18.57.040.B specifies the standards by which all conditional uses must comply in order to receive approval. Below is a listing of the applicable CUP standards from Code Section 18.57 complete with staff's analysis.

1. *The proposed development and use shall have a demonstrated direct need to be located at the location proposed and provide adequate mitigation measures to lessen all identified impacts.*

Complies. The proposed commercial development includes a new building, parking lot, access driveway, utility connection, and other associated improvements required for the development of the site. As previously noted, the subject property is zoned CC and a drive-

thru restaurant is an allowed use in conjunction with approval of a Conditional Use Permit. The City of Woodland Park Future Land Use Map within the Comprehensive Master Plan also outlines the property as commercial. The proposed restaurant will be accessed off of Colorado State Highway 24 and customers of the proposed development will not be required to travel through any residential zones in order to access the site.

*2. The proposed development and use shall not endanger the public health and welfare. **Complies.*** The use poses no threat to public health and welfare. Zoning of the property and the Future Land Use Map supports the specific activities that are proposed for the subject property. As previously noted, the site will be accessed off of Colorado State Highway 24 and accessing traffic of the site will not impact the residential zoned lands to the north.

*3. The proposed development and use shall not substantially injure the value of vicinity properties. **Complies.*** The subject property is zoned CC which allows the proposed use with the approval of a Conditional Use Permit. The applicant is also proposing the site to be a total of 53.5 percent open space after the full buildout of the restaurant which will help buffer the residential zoned land to the north from the proposed commercial development. Lastly, in conjunction with the landscaping, the applicant is proposing a 17' retaining wall on the north side of the property for further screening. The estimated average elevation of the top of the retaining wall will be at approximately 8257 feet. For context, the middle of the City owned Lot 2 is at an elevation of 8260 feet.

*4. The proposed development and use shall be in harmony with the area in which it is to be located. **Complies.*** The proposed use is allowed with a conditional use permit within the Community Commercial Zone District. There are other commercial zoned land along Highway 24 in the immediate area. Lastly, the site will be accessed off of Highway 24 and the traffic generated will not affect the current residential homes in the area.

*5. The proposed development and use shall conform to the provisions, objectives and policies of all city plans, adopted and in effect at the time of application, including but not limited to growth management, transportation, utilities, capital improvements and downtown redevelopment. **Complies.*** The development is consistent with the following principles and goals as specified in the City's Comprehensive Plan and future land use map.

Economic Development Objective 1.2: Retain area business and assist with expansion or adding complementary businesses to create clusters and critical mass.

Land Use and Growth Objective 1.1: Ensure that new development fits the intent of the Future Land Use Map and uses the land and community resources. Facilities efficiently and in an environmentally sensitive manner. All new development should contribute to Woodland Park's mountain western identity.

Land Use and Growth Objective 1.2: Evaluate City regulations and requirements to ensure that a proposed development's negative impact on the neighborhood and commercial district in which it will be located is minimized, and the positive impact is optimized. Ensure that development is consistent with the goals, objectives, and actions in this Plan.

The Future Land Use Map found within the City of Woodland Park Comprehensive Master Plan labels this parcel as "Commercial".

6. The proposed development and use shall conform to the provisions, standards and requirements of all city regulations, adopted and in effect at the time of application, including

*but not limited to zoning, subdivision, utilities, buildings and construction, business regulations and engineering specifications. **May Comply.*** Within staff's redline comments, staff has called out specific issues on the site plan, including but not limited to, the location of loading and unloading zones, the proposed renderings, and utility issues. Per condition of approval number 2, the applicant must submit a final site plan resolving all issues on the attached redline plans. As stated, a final site plan application must be processed administratively through the Planning Department.

*7. The proposed development and use shall be designed, constructed and maintained to accommodate the on-site and off-site traffic generated. **May Comply.*** The applicant has submitted a Traffic Impact Analysis which is also attached hereto. The application was referred to Colorado Department of Transportation (CDOT) for review. CDOT provided comments that stated the applicant must submit for and gain approval of an access permit. Prior to issuance of the access permit, the applicant must submit an updated site plan and traffic study to CDOT for approval. CDOT's full comment letter is attached hereto. As seen in the staff recommendation section of the report, this requirement is a condition of approval.

*8. The proposed development and use shall be designed, constructed and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and man-made hazards, streams and environmentally significant features. **Complies.*** The development plan has been prepared with care to minimize impacts to existing topography conserving unique features where feasible. Surface drainage is handled with an existing detention pond to the south of the subject property. Final site grading and drainage are reviewed and inspected by the City Engineer and must be approved administratively during the construction document phase of the application process.

*9. The proposed development and use shall be designed, constructed and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods and surface water drainage. **Complies.*** The proposed development will be served by municipal water and wastewater; the Utilities Department has no issue with the proposed water usage. During their review the Utilities Department had minor comments that will be resolved during the Final Site Plan submittal. The final utility plan must be submitted by the applicant and reviewed and approved administratively by the City of Woodland Park Utilities Department.

*10. The proposed development and use shall be designed, constructed and maintained to not unduly increase the public danger of fire, explosion and other safety hazards upon the public, and persons residing or working on the site and vicinity. **May Comply.*** This application was referred to North East Teller County Fire Protection District (NETCFPD) during the referral period. Chief Lambert has not submitted a formal comment letter to staff. NETCFDP must approve of the site plan when the applicant submits plans to Pikes Peak Regional Building Department.

*11. The development and use may be required to provide architectural design schemes and may also require amenities such as, but not limited to, fencing, landscaping, buffer areas and other aesthetic enhancement measures, as required by the city council. (Ord. 589-1993 § 6(part), 1993) **May Comply.*** As noted previously in the staff report, the applicant has submitted preliminary renderings of the proposed building. After Planning Staff's analysis, the proposed structure does not meet the City of Woodland Park Architectural Guidelines outlined within Municipal Code Section 18.33.180 including but not limited to Code Section 18.33.180

H.7. which states “Blank building walls that are visible to the public shall, to the extent possible, be avoided. Blank walls shall be designed to be less oppressive through the use of interesting details, design patterns and features that diminish the scale of the structure. For an expansive wall, consideration shall be given to implementing a pattern on the wall with a different color or type of the same material, or creating an area of the wall that is a different texture, color and material. Jogging the walls of the building shall be considered to break up large building façades.” The application may comply if the applicant adheres with the City’s architectural design standards. As seen within the Conditions of approval, the applicant shall amend the proposed building façade to better harmonize with the Woodland Park “mountain western” aesthetic.

SITE PLAN REVIEW CRITERIA AND FINDINGS

Municipal code section §18.34 Site Plan regulates the review of site plan reviews. §18.34.010 states: “*In order to ensure a quality development in the city, it is essential that new development meet minimum standards for the design, construction and the use of such developments to complement existing uses, to insure adequate utility and service systems, and to promote the health, safety and welfare of the city’s citizens. (Ord. No. 966-2003, § 2, 4-3-2003).*” § 18.34.070 specifies the standards by which all conditional uses must comply in order to receive approval. The proposed site plan was analyzed within the CC zone district

A. *The proposed development shall conform to the provisions, objectives, and policies of all city plans, adopted and in effect at the time of application, including but not limited to: growth management, transportation, utilities, capital improvements, and downtown redevelopment.*

Complies. The development is consistent with the following principles and goals as specified in the City’s Comprehensive Plan and future land use map.

Economic Development Objective 1.2: Retain area business and assist with expansion or adding complementary businesses to create clusters and critical mass.

Land Use and Growth Objective 1.1: Ensure that new development fits the intent of the Future Land Use Map and uses the land and community resources. Facilities efficiently and in an environmentally sensitive manner. All new development should contribute to Woodland Park’s mountain western identity.

Land Use and Growth Objective 1.2: Evaluate City regulations and requirements to ensure that a proposed development’s negative impact on the neighborhood and commercial district in which it will be located is minimized, and the positive impact is optimized. Ensure that development is consistent with the goals, objectives, and actions in this Plan.

B. *The proposed development shall conform to the provisions, standards and requirements of all city regulations, adopted and in effect at the time of application, including but not limited to: zoning, subdivision, mobile homes, utilities, buildings and construction, business regulations, and engineering specifications.*

May Comply. Within staff’s redline comments, staff has called out specific issues on the site plan including but not limited to the location of loading and unloading zones, the proposed renderings, and utility issues. Per condition of approval number 2, the applicant must submit a final site plan resolving all issues on the attached redline plans. As stated, a final site plan application must be processed administratively through the Planning Department.

C. *The proposed development shall be designed, constructed, and maintained to accommodate the traffic generated and not unduly increase congestion or traffic on the site and in the vicinity of the site.*

May Comply. The applicant has submitted a Traffic Impact Analysis which is also attached hereto. The application was referred to Colorado Department of Transportation (CDOT) for review. CDOT provided comments that stated the applicant must submit for and gain approval of an access permit. Prior to issuance of the access permit, the applicant must submit an updated site plan and traffic study to CDOT for approval. As seen later within the report, this requirement is an additional condition of approval. CDOT's full comment letter is attached hereto.

D. The proposed development shall be designed, constructed, and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and manmade hazards, streams, and environmentally significant features.

Complies. The development plan has been prepared with care to minimize impacts to existing topography conserving unique features where feasible. Surface drainage is handled with an existing detention pond to the south of the subject property. Final site grading and drainage are reviewed and inspected by the City Engineer and must be approved administratively during the construction document phase of the application process.

E. The proposed development shall be designed, constructed, and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods, and surface water drainage.

Complies. The proposed development will be served by municipal water and wastewater; the Utilities Department has no issue with the proposed water usage. During their review the Utilities Department had minor comments that will be resolved during the Final Site Plan submittal. The final utility plan must be submitted by the applicant and reviewed and approved administratively by the City of Woodland Park Utilities Department.

F. The proposed development shall be designed, constructed, and maintained to not unduly increase the public danger of fire, explosion, and other safety hazards upon the public, and persons residing or working on the site and vicinity.

May Comply. This application was referred to North East Teller County Fire Protection District (NETCFPD) during the referral period. Chief Lambert has not submitted a formal comment letter to staff. NETCFDP must approve of the site plan when the applicant submits plans to Pikes Peak Regional Building Department.

G. The proposed development shall be designed, constructed and maintained to not unduly diminish or impair but to become compatible with the use and enjoyment of vicinity property. To such end the development may be required to provide architectural design schemes and fixtures such as, but not limited to, fencing, landscaping, and buffer areas.

May Comply. As noted previously in the staff report, the applicant has submitted preliminary renderings of the proposed building. After Planning Staff's analysis, the proposed structure does not meet the City of Woodland Park Architectural Guidelines outlined within Municipal Code Section 18.33.180 including but not limited to Code Section 18.33.180 H.7. which states "Blank building walls that are visible to the public shall, to the extent possible, be avoided. Blank walls shall be designed to be less oppressive through the use of interesting details, design patterns and features that diminish the scale of the structure. For an expansive wall, consideration shall be given to implementing a pattern on the wall with a different color or type of the same material, or creating an area of the wall that is a different texture, color and material. Jogging the walls of the building shall be considered to break up large building façades." The application may comply if the applicant adheres with the City's architectural design standards. As seen within the Conditions of approval, the applicant shall amend the

proposed building façade to better harmonize with the Woodland Park “mountain western” aesthetic.

NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission heard this item at a public hearing on December 14, 2023. After consideration of the staff report, presentation and applicant testimony, the Planning Commission recommend to City Council:

Approval of a conditional use permit and site plan to allow for a proposed drive-thru restaurant and associated site improvements along with a common lot $\frac{3}{4}$ driveway off Highway 24 with a legal description of Lot 3, Brecken Heights (19569 E. US 24) in the Community Commercial (CC) zone, subject to the following conditions:

1. Prior to the issuance of a building permit, the applicant shall submit for and receive approval of a:
 1. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 2. Infrastructure Zoning Development Permit
 3. ZDP's and Building Permits for all new construction, including:
 1. All Civil/Construction drawings
 2. Final Drainage Report
 3. Final Landscaping Plan
 4. Final Site Plan
 5. Final Floor Plans and Elevations
 6. Final Grading, Sediment and Erosion Control Plan (with BMP's)
 7. Final Utility Plan (water, sewer, power, etc.)
 8. Final Photometric Plan
 9. CO Stormwater Permit/Stormwater Management Plan
1. A final updated site plan, resolving all issues identified on the redlined plans must be approved by the City before any Zoning Development Permit (ZDP) will be issued.
 2. All development impact fees must be paid prior to any ZDP issuance including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
 3. The applicant shall amend the proposed building façade to better harmonize with the Woodland Park “mountain western” aesthetic.
 4. The applicant must submit for and gain approval of an Access Permit from CDOT.
 5. The applicant must satisfy all requirements and gain approval from CORE Electric prior to final site plan approval.
 6. The applicant must gain approval from the Northeast Teller County Fire Protection District (NETCFPD) prior to final site plan approval.

7. Suitable access, easement, and maintenance agreements, approved by the City including identification of at least four parking spaces for pedestrians accessing Lot 2 with appropriate signage, must be executed and recorded.

Following Gate's presentation, Gates introduced the applicant's engineer, Mike Bramlett from JR Engineering, to answer any questions the Council might have.

Mayor Pro-tem Case opened up the Public Comment portion of the Public Hearing. Linda Martin voiced concerns regarding the acceleration lane from Morning Sun and that she knows storage sheds are planned for that same area. Gates shared that CDOT is fully aware of the plans, and they are working on the access process.

There being no further Public Comment, Mayor Pro-tem closed the Public Comment portion of the Public Hearing and the following motion was made.

Motion: to approve Ordinance 1470, Series 2024, a request by Pikes Peak Taco, Mexican Restaurant granting a conditional Use Permit as presented, provided the applicant works with the City Staff to come into compliance with all required municipal codes unless a variance is granted. Neal/Zuluaga. Motion carried 6-0.

10. NEW BUSINESS

(Public comment may be heard)

- A. Approve Resolution No. 912 Establishing the Single Family Residential Tap Allotment for 2024. (A)
(Presenter Utilities Director Wiley)

Utilities Director Wiley shared the following information with the Council.

The City's Water Tap Management plan adopted in 1997 provides the mechanism by which the City controls single family residential (SFR) water tap sales so that growth in the City stays compatible with the City's water supply. The plan requires a periodic assessment of water supply and demand and an annual allotment of SFR water taps.

For 2024, the total recommended single family water tap allotment is 80, the same number in 2023.

The 2024 water tap allotment includes 60 taps based on the water supply and the most recent tap planning number of 1022; and it includes 20 taps available from the borrow bank set up as part of the original water tap management plan.

The following motion was made.

Motion: to approve Resolution No. 912, Series 2024 Establishing the Single Family Residential Tap Allotment for 2024. Nakai/Harvey. Motion carried 6-0.

11. REPORTS

(Public comment not necessary)

- A. Mayor's Report

Mayor Pro-tem case reviewed the upcoming events for the next two weeks.

- B. Council Reports

Councilmember Neal shared a DDA update.

Councilmember Zuluaga shared a KWPB update and asked could someone that does not live in the City limits of the City of Woodland Park be on KWPB. City Clerk Leclercq shared that there are some positions on KWPB where this is not a requirement.

Councilmember Nakai shared that UAC held a meeting.

Councilmember Connors shared information on the upcoming Veteran's breakfast.

Councilmember Harvey asked the Council if they would be interested in hosting the workshop that was introduced earlier in the meeting by Holly Sample. The council agreed they would like to host the workshop and the workshop was scheduled for 5 pm on March 21st. Harvey suggested that candidates for the April 2nd election, Council and the DDA Board all be invited.

C. City Attorney's Report

D. City Manager's Report

Deputy City Manager/City Clerk Leclercq shared an election update. Leclercq shared that the petitions for candidates were due back into her office by 5 pm on Monday, January 22.

City Manager Vassalotti shared that a new City Treasurer would be appointed at an upcoming Council Meeting.

12. ADJOURNMENT

There being no further City business, Mayor Pro-tem case adjourned the City Council meeting at 7:51 pm.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2023

Hilary LaBarre, Mayor



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: February 1, 2024

SUBJECT: Approval of an application from Boards & Barrels, LLC dba Boards & Barrels Bistro for a new Hotel & Restaurant Liquor License located at 19263 E. US Highway 24, Woodland Park, CO 80863. **(QJ)**
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND: Type of Action Requested: Conduct Public Hearing for a new business Hotel & Restaurant Liquor License.

Applicant: Boards & Barrels, LLC dba Boards & Barrels Bistro, located at 19263 E US Hwy 24.

Application details:

- Applicants are Carrie Platzer (wife) and David Platzer (Husband.)
- LLC has current sales tax license and FEIN number.
- Applicant submitted a petition signed by 31 local residents and/or business owners stating that this business is desirable and necessary and meets the requirements of the neighborhood.
- The location is eligible to be licensed.
- Typically, we do not bring an application before the Council that has not been purchased and closed on yet. We are asking the Council to approve this liquor license as a request of the applicant's SBA Loan. The applicant is under contract to purchase said property and the property is scheduled to close between February 9th and February 12th. This application will not be approved by the Department of Revenue until the property is closed, and the applicant can provide a copy of the deed.

Factual Findings:

- The application was submitted on January 12, 2024.
- Subject property was posted on January 22, 2024, as required by law.
- A public Notice was published on the City's Website on January 22, 2024.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

RECOMMENDATION: Following Public Hearing, approve application from Boards & Barrels, LLC dba Boards & Barrels Bistro for a new Hotel & Restaurant Liquor License located at 19263 E. US Hwy 24, Woodland Park, CO 80863.

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: February 1, 2024

SUBJECT: **Woodland Station Filing No. 2 Preliminary Plat (SUB2023-05):** A request by TAVA House Properties LLC (Applicant and Property Owner) for a Preliminary Plat to subdivide 6.63 acres into one lot, two tracts, and right-of-way dedication. The subject property is located west of Woodland Hardware in Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. **(QJ)** (Presenter Senior Planner Andrew Baker)

BACKGROUND: See attached detailed report.

RECOMMENDATION: City Council approve the Woodland Station Filing No. 2 Preliminary Plat to plat 6.63 acres into one lot and two tracts subject to the following conditions:

1. Prior to any construction on the subject property, the applicant must enter into a Subdivision Development Agreement for the public improvements being installed as a part of this subdivision.
2. Development of Lot 1 of this subdivision is subject to approval of all applicable Zoning Development Permits through the City of Woodland Park Planning Department and a building permit through Pikes Peak Regional Building Department.
3. The applicant must resolve dedication of the right-of-way shown on the western edge of the property, either via separate instrument prior to final plat recordation, or by including the subject properties and associated property owners in the forthcoming final plat application.
4. The applicant must address the loss of public park land in Bergstrom Park, as well as future public and open space in the final plat submittal to the City.
5. The potential relocation of the historical "COG Car," currently located on Lot 1 of the proposed plat must be addressed in the final plat submittal. Appropriate easements should be put in place if it is to remain anywhere on the subject property.
6. The applicant must address all comments and redlines from City staff and external review agencies from the Preliminary Plat and Site Plan Review before the submittal of Final Plat and Zoning Development Permits.
7. As part of the Final Plat application, all CDOT comments, including an escrow account for required public improvements, must be addressed.
8. The Preliminary Plat, as well as future Final Plats for this development, must be revised to meet the standards found in MC.17.40.170 for location and size of easements.

- ATTACHMENTS:**
1. Woodland Station Fil. 2_Prelim Plat_CC Staff Report 2023-0201
 2. A. Woodland Station Filing No. 2 Preliminary Plat Exhibit
 3. B. PC Meeting DRAFT Minutes 2024-01-11
 4. C. TAVA House Preliminary Plat Application 9.22.2023
 5. D. TAVA House Prelim Plat_SPR City Redline Comment Packet - Review
1
 6. E. TAVA House Prelim Plat_SPR City Redline Comment Packet - Review
2
 7. F. CDOT COmment TAVA Hosue Restaurants



City Council Staff Report Public Hearing February 1, 2024

Agenda Item

Department

Presenter

9B

Planning

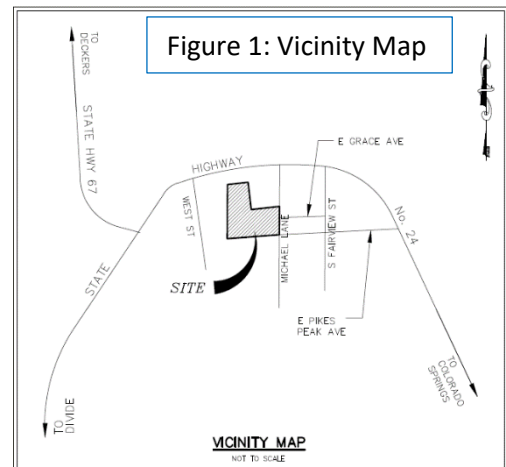
Andrew Baker, AICP
Senior Planner

AGENDA ITEM 9B

SUB2023-05: Woodland Station Filing No. 2 Preliminary Plat: A request by TAVA House Properties LLC (Applicant and Property Owner) for a Preliminary Plat to subdivide 6.63 acres into one lot, two tracts, and right-of-way dedication. The subject property is located west of Woodland Hardware in Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. **(QJ)**

BACKGROUND

The subject property was historically owned by “The Saddle Club” and is where many rodeos and dances were held in the city. In 2008, it was sold to the City of Woodland Park and its Downtown Development Authority (DDA). The DDA had previously adopted a Foundation Plan on February 21, 2002. Located in the center of the DDA area is the subject property: a 6.63-acre parcel that abuts Bergstrom Park to the north and is bordered by Center Street, Saddle Club Avenue and South Park Street to the east (outlined in red in Figure 2). In April of 2023, the City of Woodland Park and the DDA sold the subject property to TAVA House Properties, LLC and entered into an agreement for the development of this property.



SITE AND SURROUNDING PROPERTIES

Per the City of Woodland Park Zoning Map (shown in Figure 3a & 3b), the subject property, outlined in red, is located in the Central Business District (CBD) zone, which is shared by the land to the north, west, and south. The property is also part of the Woodland Station Overlay District (shown in Figure 3a), which builds upon the allowed uses, development patterns, and bulk standards found in the Central Business District. Flexibility may be allowed with respect to scale, mass, architectural design, and overall site design. The district was established in 2007 for the purposes of guiding the architectural and site planning components of development within the Woodland Station Overlay District to achieve a scale and quality of development consistent with the key location of the Woodland Station in the heart of the Central Business District.

Directly to the west of the subject parcel lies three vacant properties: the northern one is unplatted and owned by Beer Garden Lane Development, LLC, the middle lot is owned by the City, and the southern parcel is unplatted and owned by Park Contractor Storage, LLC.

The City owned lot, Lot 2 of the Vectra Bank Subdivision, was acquired by the City in 2015 and per the Ordinance authorizing the purchase, the purpose being *“the City desires to construct and install or cause to be constructed and installed various facilities and improvements in order to provide public transportation, public parking and public utilities through Woodland Station, including but not limited to parking, streets, curb, gutter, drainage, water, sanitary sewer, power, cable and telephone.”* There has also been discussion about using the City owned lot, as well as the 24’ access easement through the southern portion of Lot 1, Vectra Bank Subdivision, to connect the Saddle Club Avenue extension through to West Street.

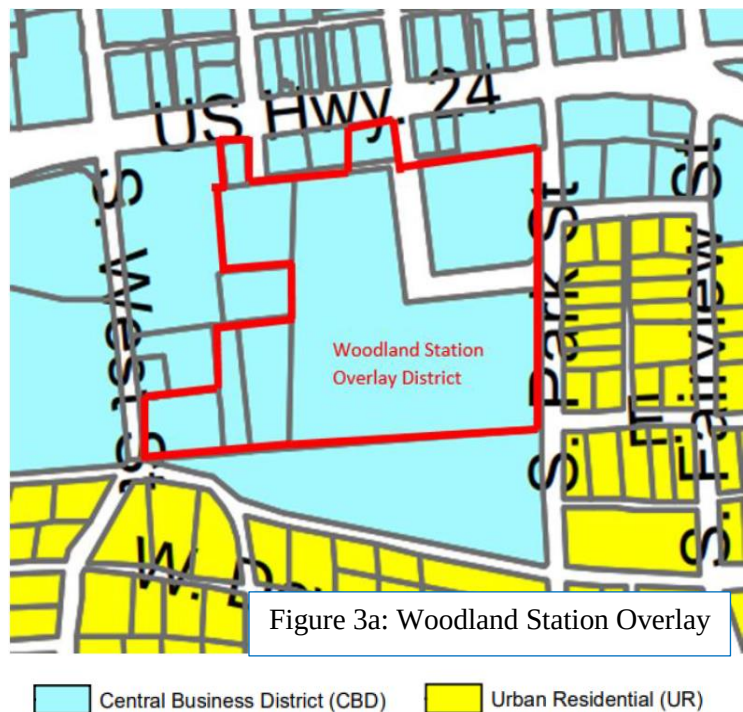


Figure 3a: Woodland Station Overlay

The north side of the proposed development is bordered by Bergstrom Alley, on the other side of which lies Bergstrom Park. To the northeast, across Saddle Club Avenue and S. Center Street, is the location of Woodland Hardware and Home. The Hackman's Addition residential development is located to the east and zoned Urban Residential (UR). The Ute Chief Mobile Home Park adjacent to the southern property boundary is zoned Central Business District (CBD), and beyond the mobile home park is the Dewell Addition residential development, zoned Urban Residential (UR).

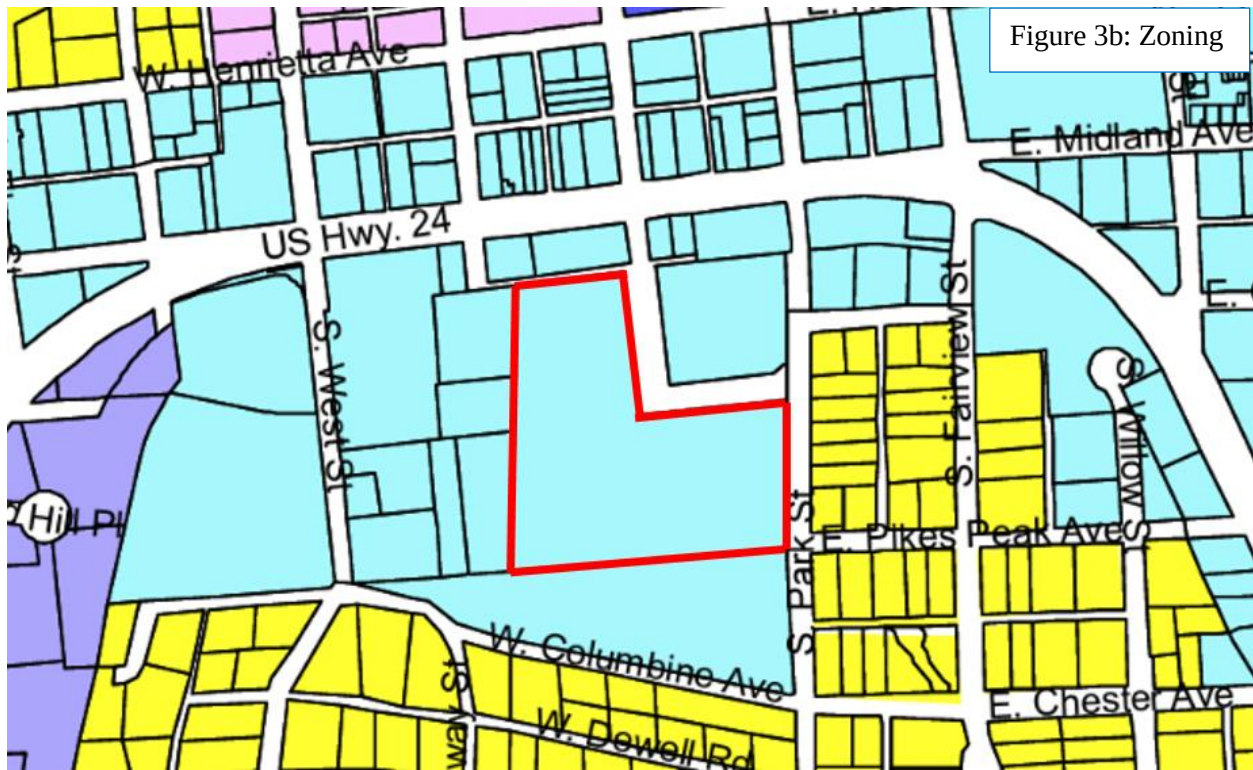


Figure 3b: Zoning

City of Woodland Park - Zoning Map

<u>Residential</u>	<u>Commercial</u>	<u>Other Zones</u>
Suburban Residential (SR)	Central Business District (CBD)	Public / Semi-Public Land (P/SPL)
Urban Residential (UR)	Neighborhood Commercial (NC)	Planned Unit Development (PUD)
Multi-Family Residential Suburban (MFS)	Community Commercial	Agricultural (AG)
Multi-Family Residential Urban (MFU)	Service Commercial (SC)	City Limits
Mobile Home Park (MHP)	Heavy Service Commercial Light Industrial	

The uses and zone districts for the area immediately surrounding the subject property are as follows:

	USE	ZONE
North	North of Bergstrom Alley – Bergstrom Park North of Saddle Club Avenue – Woodland Hardware and Home	CBD
South	Ute Chief Mobile Home Park and the Dewell Addition	CBD & UR
West	Commercial Businesses including Vectra Bank Beer Garden Lane Development property – currently vacant City-owned property – currently vacant Park Contractor Storage, LLC – currently vacant	CBD
East	Woodland Hardware and Hackman's Addition	CBD & UR

Figure 3c shows a Google “street view” image, looking southwest into the property from S. Center St.

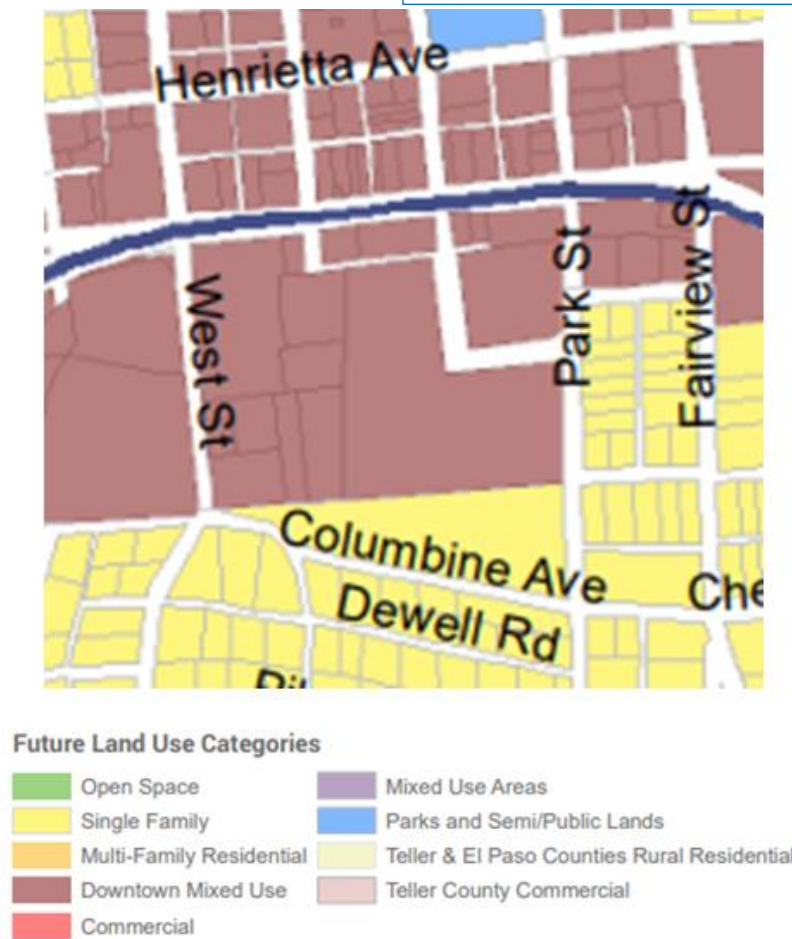


COMPREHENSIVE PLAN

The Future Land Use Map (Figure 4) identifies “Downtown Mixed Use” as the desired use type for this area where the Woodland Station Overlay District is located. Downtown Mixed Use is explained as follows:

DOWNTOWN MIXED USE: To help recognize and promote vitality in the downtown area, the Downtown Development Area boundary was used to identify the Downtown Future Land Use District. Establishing the downtown as its own character area helps to promote the identity and cohesion that is desired as development and redevelopment occur. The zoning categories in downtown include Central Business District (CBD), Community Commercial (CC), Urban Residential (UR), and Planned Unit Development (PUD). Neighborhood Commercial and Public/Semipublic areas north of the Downtown Development Boundary have maintained their land use classifications to illustrate the transition to downtown residential.

Figure 4: Future Land Use Map



Chapter 4 of the Comprehensive Plan addresses Community Character and Design. Pages 38-39 of the chapter contain a vision for the development of Midland Avenue which identifies:

“residents would like to see the Woodland Station area developed as a mixed-use area that can support community events and fill in the currently vacant downtown areas.”

The Comprehensive Plan does not provide any additional specific information for what constitutes ‘mixed-use’ nor does the City Code contain a formal definition for this term.

CURRENT PROPOSAL

The applicants are requesting approval of a Preliminary Plat to subdivide 6.63 acres into one lot and two tracts. As shown in Figure 5 below, Lot 1 is proposed to be a total of 0.35 acres and would be the only initially developable lot. Tract A is proposed to be a total of 0.95 acres and Tract B would be 4.77 acres, platted for future development and public improvements. The remaining 0.55 acres is shown as dedicated right-of-way for the extension of Saddle Club Avenue and the connection along the west side of the property north to Bergstrom Alley. Additional right-of-way is shown off-site on the Beer Garden Lane Development (BGLD) Property, along the western edge of the subject property. The property owner for BGLD provided a letter on

December 1, 2023 stating their intent to dedicate this proposed right-of-way to the City at the time of Woodland Station Filing No. 2 final plat approval, however, the entire BGLD parcel is not included as a part of the current proposed preliminary plat document.

This Preliminary Plat application is the first step for the applicant achieving their multi-phase development outlined in their April 2023 Plan of Development (POD) for this property. Along with this application, a concurrent Preliminary Site Plan Review application (administrative review only) for Phase I of the POD is currently under staff review. The applicant plans to begin constructing “TAVA House Restaurant” on Lot 1 in the Spring of 2024, contingent on City reviews and approvals, with the estimated construction timeline of one year after initiation. When the

Figure 5: Woodland Station Filing No. 2 Preliminary Plat



applicant chooses to develop Tracts A (Phases 2 & 3 in the POD) and B (Phase 4 in the POD) in the future, they must submit a new subdivision application to plat the Tracts into developable lots. Tract A is planned to house the public plaza as part of Phase 3 of the development, the future use of Tract B and Phase 4 has yet to be determined.

Bergstrom Park's parking lot is currently accessed from S. Center St. The applicant is proposing to close this access and move it to the west along Bergstrom Alley. The historic "Cog Car" is located immediately to the south of Bergstrom Park on the subject property. No easements or plans for relocation of this historical asset have been provided with this application. The Landscape Plan also does not indicate how many trees will be removed due to this access point change, or where they will be relocated to. Landscaping along US-24/Midland Ave. may also be lost due to the new turn lane on eastbound US-24, required by CDOT comments. The applicant has stated that drawings are currently being prepared to show this new turn lane, and the full scale of impacts will be determined at that time.

Figure 6: Bergstrom Park Aerial



ANALYSIS OF PRELIMINARY PLAT AND FINDINGS

This Preliminary Plat application was reviewed under Title 17 Subdivisions of the City of Woodland Park Municipal Code. In italics below are the relevant plat and design standards applicable to this Preliminary Plat application, followed by a staff analysis. A full copy of the Preliminary Plat is attached to this Staff Report as part of the application. Below is a listing of the applicable subdivision standards from Code Section 17.20 complete with staff's analysis:

§17.20.010 Preparation process. *After the subdivider has received written comments from the city planner, a preliminary plat shall be prepared by a surveyor, architect, professional planner or professional engineer for presentation to the planning commission. The preliminary plat shall be processed as follows: Twenty-five blueline copies and one reproducible copy of the preliminary*

plat shall be presented to the city planner along with the required supplemental material at least twenty days prior to a regular planning commission meeting. If the plat is in compliance with these regulations, the city planner will furnish the following agencies with a copy for their review and comments; all public utilities companies, the school district, Teller County, and the State Highway Department (where a subdivision borders on a state highway). The city planner may delay a preliminary plat for one regularly scheduled planning commission meeting if further processing is required.

Complies. The Preliminary Plat was discussed during several pre-application conferences with the applicant, applicant's engineer, and City Staff prior to submittal of the application. The proposal is consistent with the Plan of Development that was approved by City Council in April 2023 and the Sketch Plan reviewed by staff in June 2023. The application was distributed to appropriate agencies for their review and comment, revised by the applicant to address comments and redlines.

§17.20.060 Design and drawing. *The Preliminary Plat shall be prepared as follows;*

- A. The design should be in accordance with the subdivider's plans for actual development and therefore, should be a true representation of the subdivision which may eventually be recorded.*
- B. The drawing shall be made at a scale of one-inch equals one hundred feet. A map of twenty-four (24) inches by thirty-six (36) inches is required. If more than one page then an index page shall be provided.*

May Comply. The Preliminary Plat is a true representation of the subdivision as the applicant intends to record it. However, the plat shows right-of-way dedication on an adjacent property without including this parcel in its entirety and the property owner's signature block on the cover page of the plat. Per MC Section 17.40.090, subdivisions should be laid out to eliminate or avoid perimeter half streets. There is also a half street condition proposed for the portion of the northern extension that is adjacent to the City owned Lot 2. While the City purchased this property with the intent of using the land for streets and other public improvements, use of a portion of this lot for this specific project has not been addressed.

Any right-of-way conveyance must be coordinated and dedicated as a part of this final plat or a public access easement established prior to recording of this plat. Public right-of-way, owned and maintained by the City, must be dedicated via an approved subdivision plat, as opposed to access agreements such as easements or other instruments. Without other agreements in place, the property owner would still be responsible for maintenance of any streets or related infrastructure.

§17.20.070 Information (A through Q).

Complies. This section is long list of technical information required to be contained on the Preliminary Plat which must be prepared by a licensed professional land surveyor. All

criteria from this section has been reviewed by staff. The Preliminary Plat is determined acceptable at this time. Rampart Surveys, LLC is the Colorado licensed professional Land Surveyor.

§17.20.080 Supplemental Material. *The preliminary plat shall be accompanied by the following supplemental material:*

A. *A letter of intent addressed to the city council and planning commission containing the following:*

1. *A brief description of the tract, i.e. general location, physical features of the land, total acreage;*
2. *Existing and proposed zoning;*
3. *Proposed number of building sites and typical lot size;*
4. *Proposed structures;*
5. *A statement detailing how and when the subdivider proposes to provide and install all required sewers, water mains, pavement, sidewalks, drainage ways, trails and other utilities, i.e., electric, gas, telephone, as required;*
6. *Any proposed variances from the subdivision regulations;*
7. *Any additional information deemed necessary by the city staff;*
8. *Signature of the subdivider;*
9. *A written proposal explaining the subdivider's intent with regards to the dedication of parks, recreation areas, and open spaces and/or parks capital fees of land, the location within the tract or the amount of fees required for approval. (Continued)*

Complies. The letter of intent was submitted containing the necessary information required above.

B. **Master Plan.** *When the preliminary plat covers only a part of the developer's contiguous holdings, twenty-five blueline copies and one reproducible copy of a proposed master plan for development of said contiguous holdings shall be furnished. A master plan need only be submitted with the first preliminary plat submitted for the area and shall be processed along with the first preliminary plat, if not previously processed.*

Not applicable. The Plan of Development was approved by City Council in April of 2023. This document serves as the Master Plan for this property.

C. *One copy of the accurate names and mailing addresses of the owners of all immediately adjoining land as their names appear on the tax records of the municipality or county. Also to be included are the names, mailing addresses and phone numbers of individuals or firms to whom notice of public hearings and billings for required fees (recording plats, public notices, sign postings, etc.) are to be sent.*

Complies. Submitted with the application.

D. *If evidence of a geological hazard is presented by the City at the sketch plan stage, the subdivider shall present geologic hazard information.*

Not applicable. No geological hazards were identified during the sketch plan stage. A soils report is required when applying for building permits for any buildings.

- E. *One reproducible copy and two blueline copies of a twenty-four-inch by thirty-six-inch plat or plats showing the following 1 through 4 items.*

Complies. The information within this code provision was included with the Preliminary Plat site plan. A Drainage Report was also included with the submittal.

- F. *Applications for any proposed variances from the subdivision regulations. A petition for annexation where applicable. A PUD or other zoning change application where applicable.*

Not applicable. No variances are proposed by the applicant, however staff identified a deviation from the subdivision standards (MC Section 17.40.170) in regards to easements. These are documented in staff's comments and must be addressed in future submittals. Utility easements are required to be at least 20' in width, and located along shared rear lot lines, along with 10' easements along shared side lot lines. The applicant has proposed 15' width utility easements along the northern and southern property boundaries, but none along interior shared lot lines. They are proposing utility line locations within platted right-of-way, as an alternative to providing the required easements. This deviation from City of Woodland Park standards is further discussed in the Recommendations section below.

- G. *One copy of a preliminary utilities report as described in the city engineering specifications (if required).*

Complies. The site plan indicates that water and sanitary connections will be made to existing City infrastructure located within the right-of-way of Saddle Club Ave., S. Center St., and Bergstrom Alley.

- H. *A letter from the surveyor of the plat stating the total area of lots by zone, the area of streets and alleys, and the area of proposed park sites or open spaces and other lands to be dedicated to the city.*

Complies. The Preliminary Plat indicates lot and tract uses and total areas, however right-of-way dedication is omitted from this table and must be included in the final plat. The current proposal shows improvements in existing public park land, but the applicant has not addressed how this will be mitigated for or re-located elsewhere in the project. Changing traffic patterns along US-24, S. Center St., and Bergstrom Alley will greatly impact the pedestrian experience along the adjacent sidewalks, as well as overall open space and number of trees in the area. The applicant's stated intention is that the loss of public space will be mitigated by the addition of a public plaza in Phase 3. However, no plans for this plaza have been submitted at this time.

- I. *Completed checklist of Teller County School District RE-2.*

Not applicable. Approved by the City.

- J. *Building envelopes and a driveway plan shall be submitted for all hillside lots showing the lot area from the street to the minimum building setback line at a scale of at least one inch*

equals one hundred feet, and showing a driveway location which conforms to city engineering specifications.

Not applicable. Building envelopes and a driveway plan will be submitted by the applicant at time of Zoning Development Permit. This process is handled administratively through the Planning Department. The applicant will also have to receive building permit from the Pikes Peak Regional Building Department.

REFERRALS AND NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no public comment on the proposal.

The application has been through two rounds of review with referral requests sent to City departments including the City Attorney, the City Manager, the City Clerk, Utilities, Public Works, Police Department, Planning and Building and external agencies including Northeast Teller County Fire Protection District, Black Hills Energy, Core Electric, Colorado Department of Transportation, Century Link/Lumen, and TDS Telecom.

A copy CDOT's comments as well as the red-line comments from both rounds of review are attached hereto. Unfortunately not all reviewing parties had returned their second set of review comments in time to be included as this report was completed on January 4, 2024.

PLANNING COMMISSION RECOMMENDATION

The City of Woodland Park Planning Commission held a public hearing on January 11, 2024 and (DRAFT minutes attached). After consideration of the findings described in the staff report and comments made at the public hearing, the Planning Commission recommended that City Council approve the Woodland Station Filing No. 2 Preliminary Plat to plat 6.63 acres into one lot and two tracts subject to the following conditions:

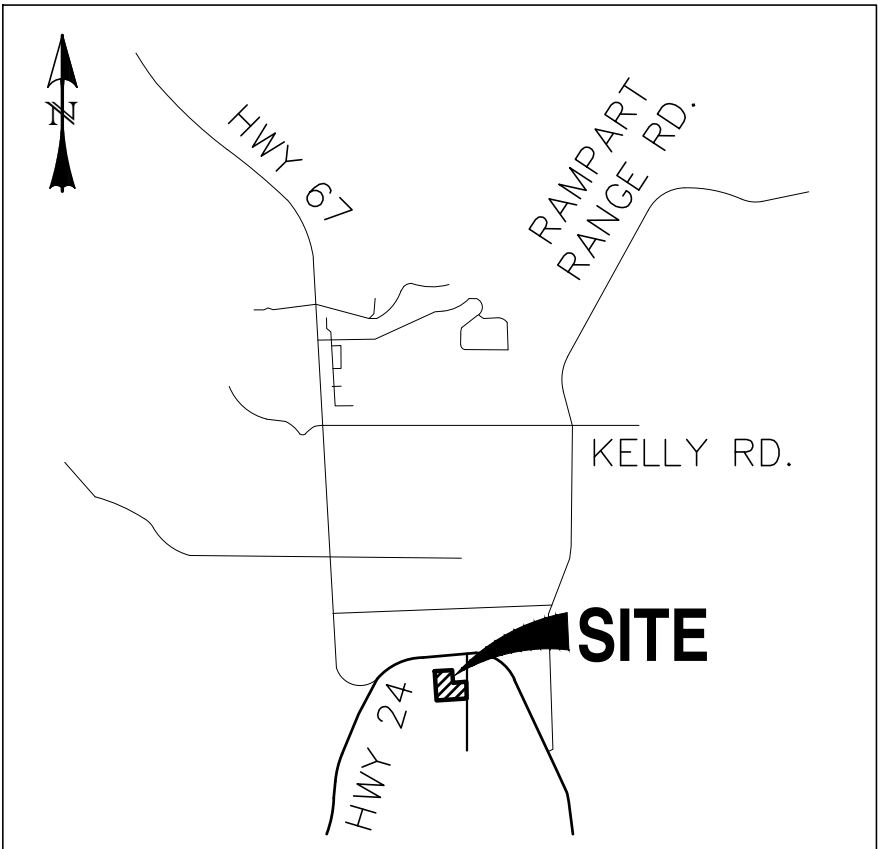
1. Prior to any construction on the subject property, the applicant must enter into a Subdivision Development Agreement for the public improvements being installed as a part of this subdivision.
2. Development of Lot 1 of this subdivision is subject to approval of all applicable Zoning Development Permits through the City of Woodland Park Planning Department and a building permit through Pikes Peak Regional Building Department.
3. The applicant must resolve dedication of the right-of-way shown on the western edge of the property, either via separate instrument prior to final plat recordation, or by including the subject properties and associated property owners in the forthcoming final plat application.
4. The applicant must address the loss of public park land in Bergstrom Park, as well as future public and open space in the final plat submittal to the City.

5. The potential relocation of the historical “COG Car,” currently located on Lot 1 of the proposed plat must be addressed in the final plat submittal. Appropriate easements should be put in place if it is to remain anywhere on the subject property.
6. The applicant must address all comments and redlines from City staff and external review agencies from the Preliminary Plat and Site Plan Review before the submittal of Final Plat and Zoning Development Permits.
7. As part of the Final Plat application, all CDOT comments, including an escrow account for required public improvements, must be addressed.
8. The Preliminary Plat, as well as future Final Plats for this development, must be revised to meet the standards found in MC.17.40.170 for location and size of easements.

ATTACHMENTS

- A. Woodland Station Filing No. 2 Preliminary Plat Exhibit
- B. Planning Commission Draft Minutes – January 11, 2024
- C. Applicant Application
- D. City Comments – Review #1
- E. City Comments – Review #2
- F. CDOT Comments

TAVA HOUSE
PRELIMINARY PLAT
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



VICINITY MAP
SCALE: N.T.S.

SITE DATA:

OWNER: TAVA HOUSE PROPERTIES, LLC (THP)

ADDRESS: 201 SADDLE CLUB AVENUE, WOODLAND PARK, CO 80863

PARCEL ID NUMBER: R0055440

LEGAL DESCRIPTION: 24-12-69 PT E2 AS DESCRIBED AT 632409 EXCLUDING WOODLAND STATION 1 AND CONTAINING A TOTAL CALCULATED AREA OF 6.625 ACRES, MORE OR LESS

FLOODPLAIN STATEMENT: A PORTION OF THE "TAVA HOUSE" PROJECT IS WITHIN A DESIGNATED FLOODPLAIN PER F.I.R.M PANEL NO. 0819C0206D, DATED SEPTEMBER 25, 2009.

EXISTING ZONE: CENTRAL BUSINESS DISTRICT (WOODLAND STATION OVERLAY DISTRICT)

PROPOSED ZONE: NO CHANGE

EXISTING USE: VACANT LOT

PROPOSED USE: RESTAURANT & FUTURE DEVELOPMENT

SITE COVERAGE:
STRUCTURES: 0.00 AC 0.0%
PAVEMENT: 0.90 AC 13.6%
LANDSCAPING/UNDISTURBED: 5.72 AC 86.4%
TOTAL: 6.62 AC 100.0%

BUILDING HEIGHT: 35' TYPICAL
50' MAXIMUM TO BE EVALUATED WITH INDIVIDUAL SITE PLAN SUBMITTALS

BUILDING SETBACKS: COMMERCIAL CENTRAL PLAZA

FRONT = 0'
SIDE = 0'
REAR = 0'
BLDG-BLDO = 10'

PARKING: 8,000 SF X 1/100 SF (RESTAURANT) = 80 SPACES

PARKING PROVIDED:
NEW PARKING: 57 STANDARD STALLS
2 H/C STALLS

EXISTING PARKING:
22 STALLS (S. CENTER STREET)
16 STALLS (BERGSTROM PARK)
2 H/C STALLS (BERGSTROM PARK)

PARKING STALLS PROVIDED: 95 STANDARD STALLS
4 H/C STALLS
TOTAL PARKING STALLS PROVIDED: 99

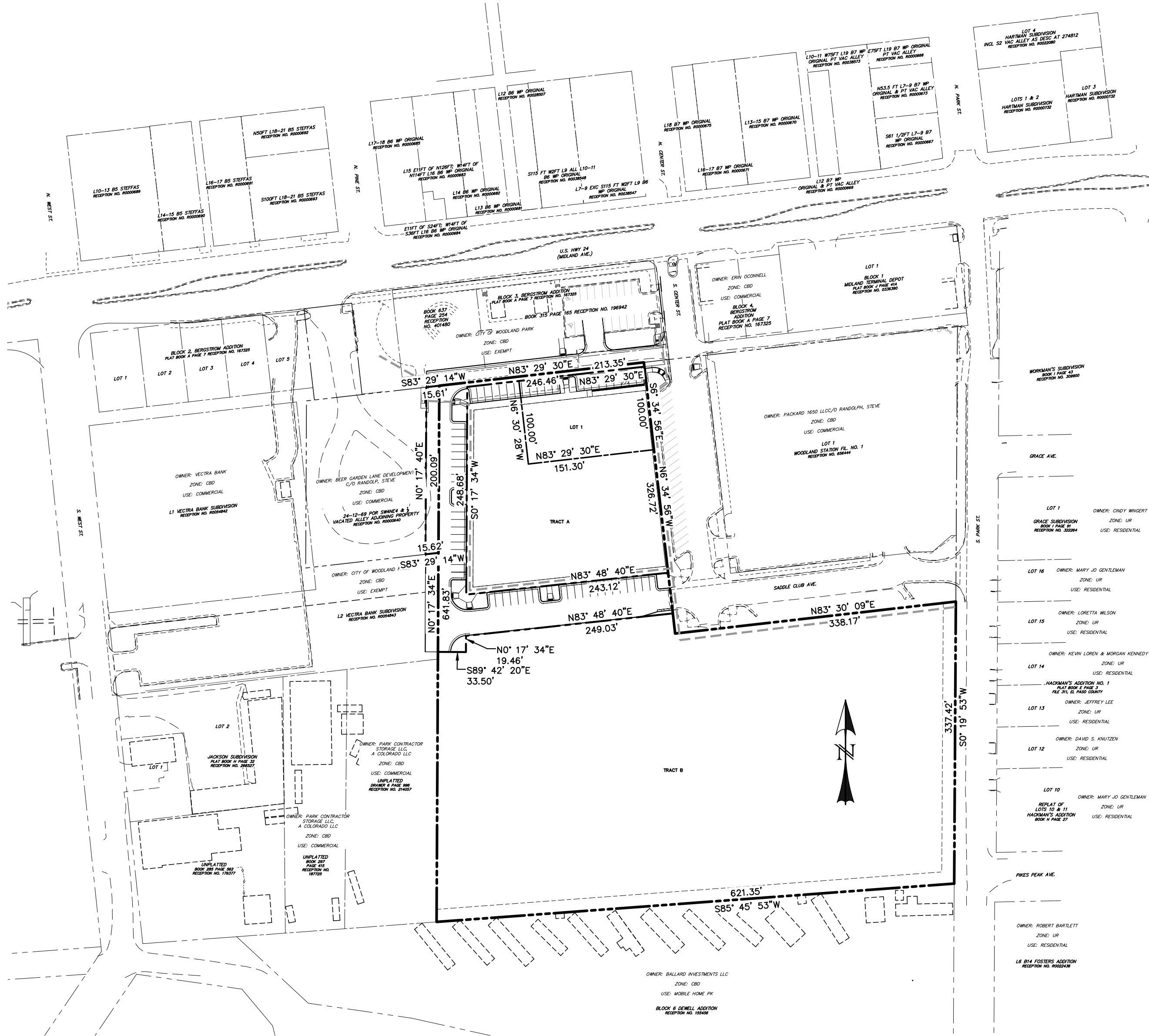
SCHEDULE:

BEGIN - SPRING 2024

END - SPRING 2025

LEGEND

EXISTING	(E)
PROPOSED	(P)
FUTURE	(F)
CURB AND GUTTER	C&G
EASEMENT	ESMT
DRAINAGE	DR
ELECTRIC	ELEC
TELEPHONE	TELE
PUBLIC	PUB
PRIVATE	PVT
PUBLIC IMPROVEMENT	PI
UNDERGROUND	UG
UTILITY	UT
SANITARY	SAN
SEWER	SWR
STORM	STM
WATER	WTR
FULL-SPECTRUM EXTENDED DETENTION BASIN	FS-EDB
BOUNDARY	---
RIGHT-OF-WAY	---
LOT LINE	---
EASEMENT	---
(E) CONTOUR, INDEX	---8200---
(E) CONTOUR	---
FLOODWAY	---FDWY---
FLOODPLAIN BOUNDARY - ZONE: AE	---Z-AE---
FLOODPLAIN BOUNDARY - ZONE: X	---Z-X---
(E) UG ELECTRIC	---E---E---E---
(E) GAS MAIN	---G---G---G---
(E) FIBER OPTIC	---FO---FO---FO---
(E) UG TELEPHONE	---T---T---T---
(E) STORM SEWER, INLET, MH	---S---S---S---
(E) SANITARY MAIN, MH	---W---W---W---
(E) WATER MAIN, VALVE, FH	---W---W---W---
(P) CONTOUR, INDEX	---8200---
(P) CONTOUR	---
(P) STORM SEWER, INLET, MH	---
CURB TYPE CALL-OUT	1



SHEET INDEX:

COVER SHEET
PRELIMINARY PLAT
SITE PLAN
PRELIMINARY GRADING PLAN
PRELIMINARY UTILITY PLAN
DETAIL SHEET

1 OF 6
2 OF 6
3 OF 6
4 OF 6
5 OF 6
6 OF 6

AGENCY CONTACTS:

OWNER: TAVA HOUSE PROPERTIES, LLC (THP)
WOODLAND PARK, CO 80863

WOODLAND PARK: CITY OF WOODLAND PARK
DEPARTMENT OF PLANNING
KAREN SCHEMINKE
220 W. SOUTH AVE
WOODLAND PARK, CO 80866
(719) 687-5202

ENGINEER: CATAMOUNT ENGINEERING
321 W. HENRIETTA AVE SUITE A
WOODLAND PARK, CO 80863
DAVID L. MUIRHEAD, PE (719) 337-8351

SURVEYOR: RAMPART SURVEYS, LLC
1050 TAMARAC PKWY
WOODLAND PARK, CO 80863
ERIC SIMONSEN, PLS (719) 687-0920

ARCHITECT: ECHO ARCHITECTURE, LLC
4 S. WASHINGTON AVENUE
SUITE 120
COLORADO SPRINGS, CO 80903
RYAN LLOYD, (719) 367-7636

WATER/SEWER: CITY OF WOODLAND PARK
UTILITY DEPARTMENT
220 W. SOUTH AVENUE
WOODLAND PARK, CO 80866
KIP WILEY (719) 687-5208

ELECTRIC: IREA/CORE
DAVID COKER
(720) 733-5486

GAS: BLACK HILLS ENERGY
(719) 546-5812

BAJA BROADBAND: WILLIAM TRUJILLO
William.Trujillo@dstelecom.com

TELEPHONE: CENTURY LINK
BILL GATTI
(719) 502-1019

(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER/S OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED AFTER A PROPERLY CONDUCTED ADMINISTRATIVE REVIEW, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN.

DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

811 Know what's below.
Call 72 hours before you dig.
For more details visit:
www.call811.com

PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC

45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION

**CATAMOUNT
ENGINEERING**
321 W. HENRIETTA AVE WOODLAND PARK, CO 80863
PO BOX 221 (719) 428-2124

VIEW AT WOODLAND PARK

PRELIMINARY PLAT

DESIGNED BY: DLM	DRAWN BY: MGP
SCALE: 1" = 100'	DATE: 08/30/23
JOB NUMBER	SHEET
22-365	1 OF 6

WOODLAND PARK PLANNING COMMISSION

MEETING MINUTES for January 11, 2024

Council Chambers, 220 W. South Avenue, Woodland Park

This meeting was a hybrid meeting with in-person and virtual attendance. The Zoom meeting link is in the calendar on the City website front page. Public input is very important to the Planning Commission. Comments were encouraged in writing in advance of the meeting to be submitted by mail to the Planning Department at PO Box 9007, Woodland Park, CO, 80866 or email to kschminke@city-woodlandpark.org.

1. CALL TO ORDER & ROLL:

Chair Ken Hartsfield called the meeting to order at 6:30 pm.

Present	Chair Ken Hartsfield
Present	Vice-Chair Lee Brown
Present	Commissioner Don Dezellem
Present	Commissioner George Jones
Present	Commissioner Kenneth Kennedy (via Zoom)
Present	Commissioner Larry Larsen
Present	Commissioner Don Hoying
Present	Commissioner Koal Middleton
Staff Present:	Planning Director Karen Schminke
	Senior Planner Andrew Baker, Baseline Engineering

2. PLEDGE OF ALLEGIANCE

3. ELECTION OF OFFICERS – CHAIR, VICE-CHAIR:

Ken Hartsfield was elected Chair and Lee Brown was elected Vice-Chair of the Commission.

4. APPROVE MINUTES:

The December 14, 2023 Planning Commission minutes were approved unanimously with one spelling correction.

5. PUBLIC HEARINGS

A. SUB2023-05: Woodland Station Filing No. 2 Preliminary Plat:

A request by TAVA House Properties LLC (Applicant and Property Owner) for a Preliminary Plat to plat 6.63 acres into one lot and two tracts. The subject property is located west of Woodland Hardware in Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. (QJ)

Chair Hartsfield introduced Item 5A and explained the hearing process.

Senior Planner Baker began the presentation of the application by summarizing the preliminary plat review process per MC 17.20.020. He then presented the staff report. The 6.63 acre L-shaped parcel is located in the downtown, and zoned Central Business District (CBD)/Woodland Station Overlay. He reviewed the CBD and Woodland Station Overlay intents. The parcel is surrounded by a City park, private businesses, single family homes, a mobile home park, and vacant lots. The history was reviewed, including the DDA involvement since 2002, and the establishment of the Woodland Station Overlay in 2007. The Comprehensive Plan designates the property as "Downtown Mixed Use." Surrounding properties to the north, south and west are also zoned CBD, and the properties to the east are zoned CBD and Urban Residential (UR). The proposed uses are compliant with the zone district and overlay.

Senior Planner Baker then reviewed the proposed Preliminary Plat, noting the sizes of Lot 1, Tracts A and B, Bergstrom Alley, Saddle Club Avenue, ROWs, and Utility and Public

Improvement Easements on Lot 1 and Tract A. An existing Fountain Creek drainage channel runs through Tract B and into a FEMA-designated floodplain in the southeast corner. Water and sanitary lines run adjacent to the site under S. Center Street and Saddle Club Road. The TAVA House development is proposed on Lot 1. Access to Bergstrom Park would be relocated from S. Center Street to Bergstrom Alley. A ROW with on-street parking is proposed on the western side of the property. Tract A is proposed for utility easements and future developments.

The Woodland Station Filing No. 2 Preliminary Plat was referred to the required internal and external departments and agencies. Review comments from the December 8, 2023 second submittal are forthcoming.

Staff has found that the proposed Preliminary Plat conditionally applies with the Municipal Code sections: 17.20.010, 17.20.060, 17.20.070, and 17.20.080. Further review by City staff and CDOT is necessary to address remaining comments.

Staff concluded the presentation with the recommendation **that the Planning Commission recommend to City Council:** Approval of the Woodland Station Filing No. 2 Preliminary Plat to plat 6.63 acres into one lot and two tracts subject to the following conditions:

1. Prior to any construction on the subject property, the applicant must enter into a Subdivision Development Agreement for the public improvements being installed as a part of this subdivision.
2. Development of Lot 1 of this subdivision is subject to approval of all applicable Zoning Development Permits through the City of Woodland Park Planning Department and a building permit through Pikes Peak Regional Building Department.
3. The applicant must resolve dedication of the right-of-way shown on the western edge of the property, either via separate instrument prior to final plat recordation, or by including the subject properties and associated property owners in the forthcoming final plat application.
4. The applicant must address the loss of public park land in Bergstrom Park, as well as future public and open space in the final plat submittal to the City.
5. The potential relocation of the historical "COG Car," currently located on Lot 1 of the proposed plat must be addressed in the final plat submittal. Appropriate easements should be put in place if it is to remain anywhere on the subject property.
6. The applicant must address all comments and redlines from City staff and external review agencies from the Preliminary Plat and Site Plan Review before the submittal of Final Plat and Zoning Development Permits.
7. As part of the Final Plat application, all CDOT comments, including an escrow account for required public improvements, must be addressed.
8. The Preliminary Plat, as well as future Final Plats for this development, must be revised to meet the standards found in MC.17.40.170 for location and size of easements.

Planning Commissioner Members then clarified the following points with staff: CDOT recommendations include a right-turn lane at US Highway 24 and the crosswalk light at Center Street. The Bergstrom Park driveway will be moved from S. Center Street to Bergstrom Alley to prevent stacking back out onto Hwy 24 in the new right turn lane. No acceleration lane onto Hwy 24 is proposed. The proposed ROW on the west side of the subject property affects two other property owners, the City and Beer Garden Lane

Development, the red line comments for this preliminary plat include sorting out dedication of ROW or conveyance of a portion of their property. Loss of public land at Bergstrom Park is addressed or rectified with the applicant's plan of the public plaza being located in Tract A, in Phase 3 of the plan, and is addressed in the conditions. The 80 parking spaces count the existing spaces on S. Center Street, but do not include the Bergstrom Park spaces. The Bergstrom Park parking lot will lose two spaces due to the relocation of the parking lot entrance to Bergstrom Alley. Condition #5 clarifies that the City wants to have a plan for the existing Cog Car; an easement is required if it stays at its current location, and this must be addressed in the final plat. Bergstrom Alley will be the same width (49') of ROW as the other two parts of Bergstrom Alley. The current access for the Beer Garden property is off of Hwy 24, but the City-owned property was acquired to access Saddle Club Drive.

Chair Hartsfield invited the applicant to present the application.

Mark Weaver, 312 April Sun Court, Woodland Park, introduced himself. Tava House LLC is the property owner and applicant. He and Derek Waggoner are the individual property owners and developers. He then introduced the development team and gave a brief history of Tava House's interest and involvement. Tava House LLC initially proposed purchasing Woodland Station "future Lot 2" on August 6, 2019, but then decided to pass. In 2022, they reconsidered, ultimately purchasing it in April 2023. He reviewed the proposed construction timeline beginning in April - June 2024 and opening in May - June 2025. Tava House LLC has spent \$1.1 million to date; Phase 1 project costs will be approximately \$6 million. Tava House will consist of a casual dining restaurant, a fine dining restaurant, a party room, and a culinary school. He then presented architectural renderings for the proposed building. He added that the applicant, property owners, and the City have agreed to a properly executed and recorded Development Agreement and Plan of Development on May 1, 2023, which include future phasing of Tracts A and B. He concluded his presentation, noting development challenges exist which is why this land has been vacant for many years.

Planning Commissioners requested several clarifications of the applicant: The applicant confirmed that while Bergstrom Park will be at their north front entrance, the views will be of the peak, most of the windows are on the south side of the building. The staff report includes red-lined comments from latest submittal, including relocating the Cog Car. The applicant does not own the Cog Car and it is not included in the development plans, and will not remain in Woodland Station. The applicant has reviewed the City Staff comments, and clarified the right turn deceleration lane will be constructed, but since it won't be constructed until a later phase, CDOT requested an escrow for that work. The Beer Garden Lane property will provide additional width in order to have the full ROW width along the west side. Bergstrom Park will lose two parking spaces because of the access relocation. The HAWK pedestrian light will not change.

Planning Commission clarified with City Staff the escrow requirement from CDOT. Also, the City will still maintain Bergstrom Park/rest stop, and some of the impacts of project on site. Bergstrom Park will continue to have access from S. Center Street, but when the right turn lane is constructed, the access will change to Bergstrom Alley.

David Mijares, Catamount Engineering and civil engineer of this project, explained the traffic study phasing. CDOT requires the escrow funding mechanism be funded for the development of further phases. This is specific to the right turn lane from Highway 24. The

Bergstrom Park driveway needs to be relocated to prevent stacking on Highway 24. When this driveway is moved, two parking spaces will be lost in the Park's parking lot. The north side of the TAVA building will have parking on Lot 1 and Tract A, with a 24' wide lane. Parking will be private, but also planned for future development. The applicant agrees with the conditions. The applicant is in talks with the Beer Garden LLC about the best method of conveyance of their land for the needed ROW.

Chair Hartsfield opened and closed the public comments portion of the meeting with no comment. The applicant had no further comments.

Planning Director Schminke confirmed that a final plat would be heard by Planning Commission, with a final approval by City Council. The Site Plan Review is done administratively for this zone and this proposed use. Planning Commission is reviewing the Preliminary Plat, not the site plan, and some things like easements overlap. Bergstrom alley will continue to be public ROW. At this time, Planning Director Schminke is not aware of any plans to change Bergstrom Park or the rest stop. Bergstrom Park is a City asset, this development is privately owned. Commissioner Larson noted the water allocation seems sufficient, and this project will serve as the anchor and stimulus to develop this parcel.

MOTION: Commissioner Larsen moved, and Commissioner Jones seconded, that the Planning Commission recommend to City Council, in accordance with the staff recommendations, the following: Approval of the Woodland Station Filing No. 2 Preliminary Plat to plat 6.63 acres into one lot and two tracts subject to the following conditions:

1. Prior to any construction on the subject property, the applicant must enter into a Subdivision Development Agreement for the public improvements being installed as a part of this subdivision.
2. Development of Lot 1 of this subdivision is subject to approval of all applicable Zoning Development Permits through the City of Woodland Park Planning Department and a building permit through Pikes Peak Regional Building Department.
3. The applicant must resolve dedication of the right-of-way shown on the western edge of the property, either via separate instrument prior to final plat recordation, or by including the subject properties and associated property owners in the forthcoming final plat application.
4. The applicant must address the loss of public park land in Bergstrom Park, as well as future public and open space in the final plat submittal to the City.
5. The potential relocation of the historical "COG Car," currently located on Lot 1 of the proposed plat must be addressed in the final plat submittal. Appropriate easements should be put in place if it is to remain anywhere on the subject property.
6. The applicant must address all comments and redlines from City staff and external review agencies from the Preliminary Plat and Site Plan Review before the submittal of Final Plat and Zoning Development Permits.
7. As part of the Final Plat application, all CDOT comments, including an escrow account for required public improvements, must be addressed.
8. The Preliminary Plat, as well as future Final Plats for this development, must be revised to meet the standards found in MC.17.40.170 for location and size of easements.

With no additional discussion, the Chair called for the vote:

YES: Brown, Dezellem, Jones, Kennedy, Larsen, Hoying, Middleton, Hartsfield.

NO: None.

Motion carries 8 – 0.

This item is being scheduled for public hearing with City Council on February 1, 2024 at 6:30 p.m.

6. **REPORTS:** Director Schminke reported that the next Planning Commission meeting on January 25, 2024 is a work session focusing on a new draft of Chapter 2 of the proposed land use code update. She also asked Commission members to welcome Grant Ahtye, the new part-time Permit Technician, to the Planning Department next time they stop by the Planning Department offices.
7. **ADJOURN:** The meeting was adjourned at 7:37 p.m.

Approved this _____ day of _____, 2024 by

Ken Hartsfield, Chair



2023 GENERAL APPLICATION

(Revised 1/1/2023)

Project # _____
Case # _____
Fee(s): See City of Woodland Park
Fees Sheet (Plus publication/recording
fees, as applicable)

Type of Application (Check one or more as applicable)

- | | | |
|--|---|--|
| ☒ Site Plan Review Permitted Use | ☐ Special Use Permit | ☒ Preliminary Plat |
| ☐ Site Plan Review Conditional Use | ☐ Planned Unit Development (PUD) | ☐ Exemption Plat |
| ☐ Conditional Use Permit | ☐ PUD Amendment | ☐ Final Plat |
| ☐ Zoning Change | ☐ Appeal | ☐ Townhouse Plat |
| ☐ Extension of Development | ☐ Variance | ☐ Condominium Plat |

1. Applicant Information

- a. Applicant Name TAVA HOUSE PROPERTIES LLC
- b. Project Coordinator ☐ Property Owner ☒
- c. Mailing Address 45 LEISURE LANE, WOODLAND PARK, CO 80863
- d. E-mail Address MARK@ASCENTCOMMERCIAL.COM
- e. Phone Numbers Home _____ Work _____ Mobile 719.337.3137

2. Property Owner Information (if different from above)

- a. Name _____ Project Contact? Yes ☐ No ☐
- b. Mailing Address _____
- c. E-mail Address _____
- d. Phone Numbers Home _____ Work _____ Mobile _____

3. Site Information

- a. Site Address 201 SADDLE CLUB AVE, WOODLAND PARK, CO
- b. Lot _____ Block _____ Subdivision UNPLATTED
- c. Property Zoning CBD Lot Size 6.625 Acres ☒ Square Feet ☐

4. Is the property subject to covenants? Yes ☐ No ☒ If yes, then submit copy of covenants and current contact for HOA. It is the responsibility of the landowner to submit HOA approval with this application.

5. Project Information

- a. Project Name TAVA HOUSE RESTAURANT
- b. Brief Description of Project/Request RESTAURANT AND SURROUNDING INFRASTRUCTURE CONSISTENT WITH PHASES 1 AND 2 OF PREVIOUSLY APPROVED PLAN OF DEVELOPMENT.

Project Narrative (On a separate sheet provide additional project details and how the proposal complies with the applicable code requirements, which can be found in Section 8 of this application.)

5. Consultant Information (if applicable)

a. Architect

- i. Project Contact RYAN LLOYD
- ii. Firm Name ECHO ARCHITECTURE
- iii. Physical Address 2752 WEST COLORADO AVE, COLORADO SPRINGS, CO 80904
- iv. Mailing Address _____
- v. E-mail Address RYAN@ECHO-ARCH.COM
- vi. Phone Numbers: Business 719.387.7836 Mobile _____

b. Engineer

- i. Project Contact DAVID MIJARES
- ii. Firm Name CATAMOUNT ENGINEERING
- iii. Physical Address 321 W. HENRIETTA AVE, WOODLAND PARK, CO 80863
- iv. Mailing Address PO BOX 221, WOODLAND PARK, CO 80866
- v. E-mail Address DAVID@CATAMOUNTENG.COM
- vi. Phone Numbers: Business 719.426.2124 Mobile 719.337.8351

c. Planner

- i. Project Contact _____
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

d. Surveyor

- i. Project Contact ERIC SIMONSON
- ii. Firm Name RAMPART SURVEYS, LLC
- iii. Physical Address 1050 TAMARAC PARKWAY, WOODLAND PARK, CO 80863
- iv. Mailing Address PO BOX 5101, WOODLAND PARK, CO 80866
- v. E-mail Address ERIC@RAMPARTLS.COM
- vi. Phone Numbers: Business 719.687.0920 Mobile _____

e. Other (specify role) _____

- i. Project Contact _____
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

6. Submittal Requirements

The following items must be included at time of submittal (in addition to items on the submittal checklists) or the application will not be processed (additional copies may be requested).

Type of Application	24" x 36" Plan Set	11" x 17" Plan Set	Adobe Acrobat Portable Document Format (.pdf) electronic Plan Set on a flash drive	Warranty Deed or Title Policy	List of adjoining property owners within 150'	Copies of reports (narrative, traffic study, drainage, etc.)
All Types	1	1	1	1	1	1

7. Applicable Code Sections

The following are the applicable code sections by type of application and are for assisting applicants in completing the required project narrative. The City of Woodland Park's Municipal Code can be found at www.city-woodlandpark.org/Charter&Code. Subdivision requirements are in Title 17 and Zoning is in Title 18 of the Municipal Code.

Type of Application	Applicable Code Sections
Site Plan Review Permitted Use	Chapters 18.34, 18.33 and 18.39
Site Plan Review Conditional Use	Chapters 18.34, 18.57, 18.33 and 18.39
Conditional Use Permit	Chapter 18.57 plus applicable site plan regulations
Zoning Change	There are no specific standards, but the applicant should provide supporting argument for a zoning change, including how it complies with the Comprehensive Plan
Special Use Permit	Chapter 18.61 plus applicable site plan regulations
Planned Unit Development	Chapters 18.30, 18.33, 18.39, Sections 17.20.070, and 17.20.080
Appeal	Chapter 18.54
Variance	Chapter 18.60
Preliminary Plat	Chapter 17.20 plus applicable subdivision sections
Exemption Plat	Section 17.52.030 plus applicable subdivision sections
Final Plat	Chapter 17.24 plus applicable subdivision sections
Townhouse Plat	Chapter 17.32 plus applicable subdivision sections
Condominium Plat	Chapter 17.32 plus applicable subdivision sections

8. Certification of Ownership

I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.

Owner _____ Date 9/20/23

Owner _____ Date _____

9. Certification:

The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

I certify that I understand that the proposed development is in accordance with all provisions of the City of Woodland Park's Municipal Code and other applicable regulations.

Applicant _____ Date 9/20/23

City Use Only

1. Submission _____, 20____, taken by _____
Fee Received _____, 20____, taken by _____
2. Application is deemed complete – OR – deemed incomplete and returned to applicant to complete on ____/____/____.
3. Public Hearing Notice
Published _____, 20____
Posted _____, 20____
Adjacent Property Notification _____, 20____.
4. Planning Commission Public Hearing _____, 20____.
Board of Adjustment Public Hearing (when applicable) _____, 20____.
5. City Council First Reading of Ordinance (if applicable) _____, 20____.
City Council Public Hearing _____, 20____.
Notes _____

6. Letter of Approval/Denial to applicant sent _____, 20____.
7. Additional Information

A map showing the location of the 'SITE'. The site is marked with a black rectangle and labeled 'SITE' in bold. It is situated at the intersection of Highway 24 and Kelly Rd. Highway 67 runs vertically through the center of the map. Rampart Range Rd. runs diagonally from the top right towards the center. A north arrow is located in the top left corner.

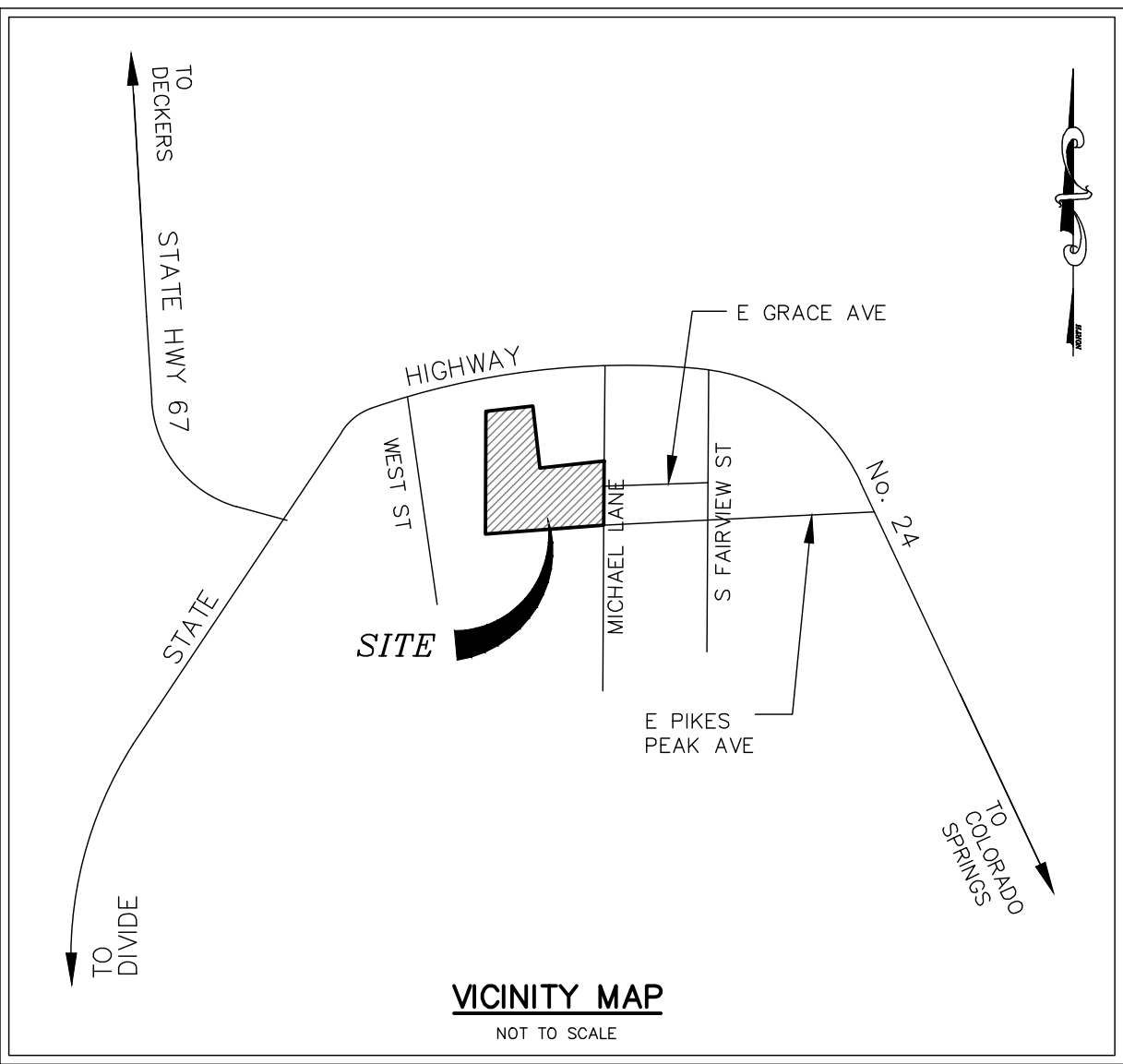
DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 100'	DATE:	08/30/23
JOB NUMBER		SHEET	
22-365		1 OF 6	

1	OF	6
2	OF	6
3	OF	6
4	OF	6
5	OF	6
6	OF	6

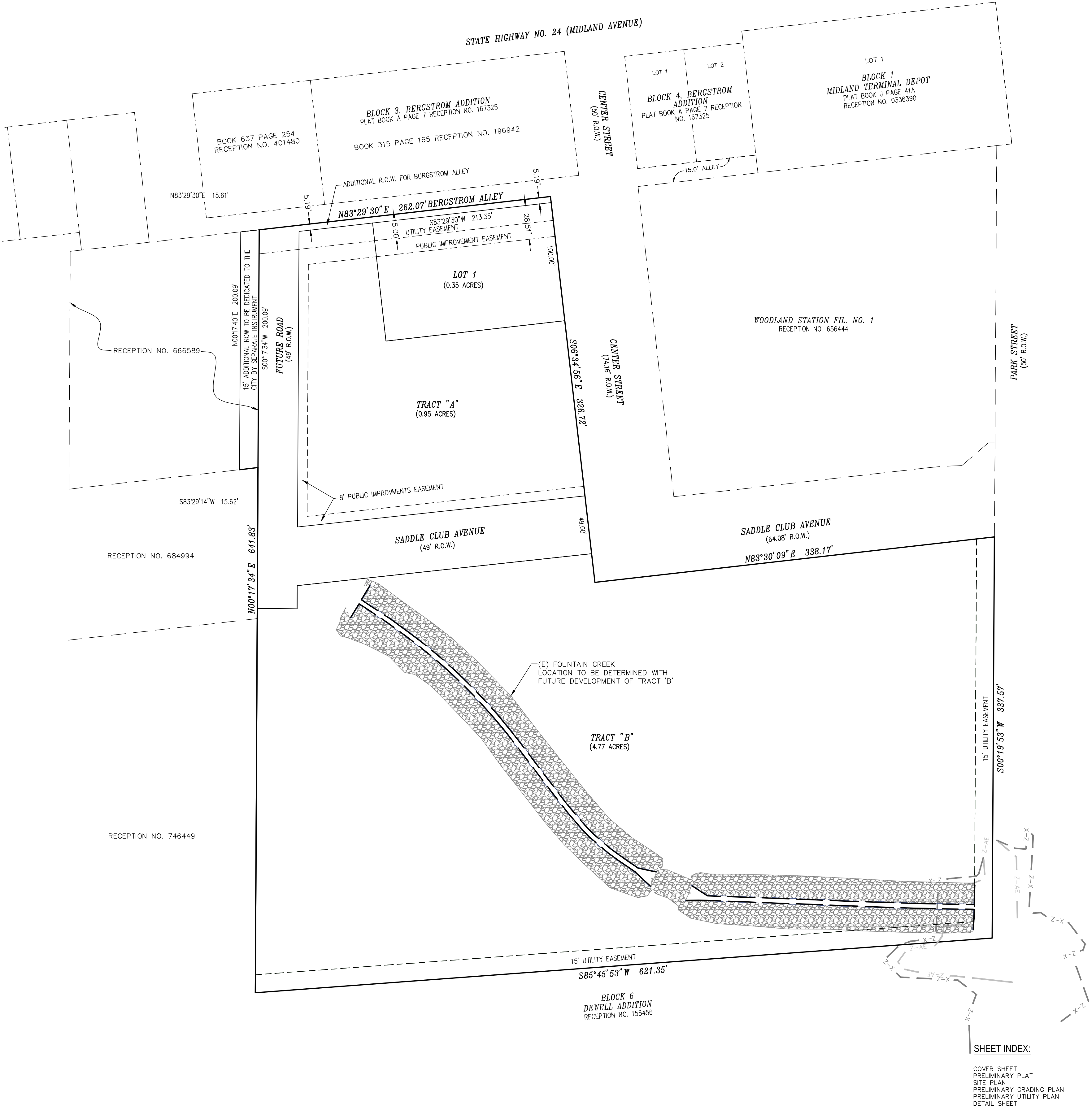
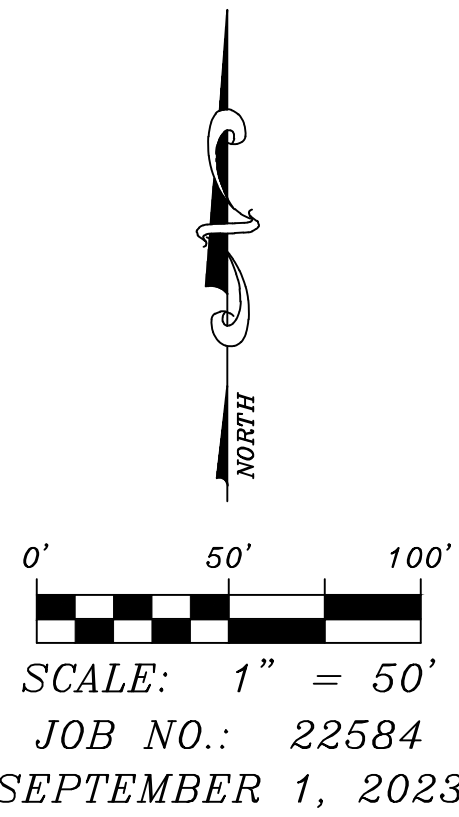
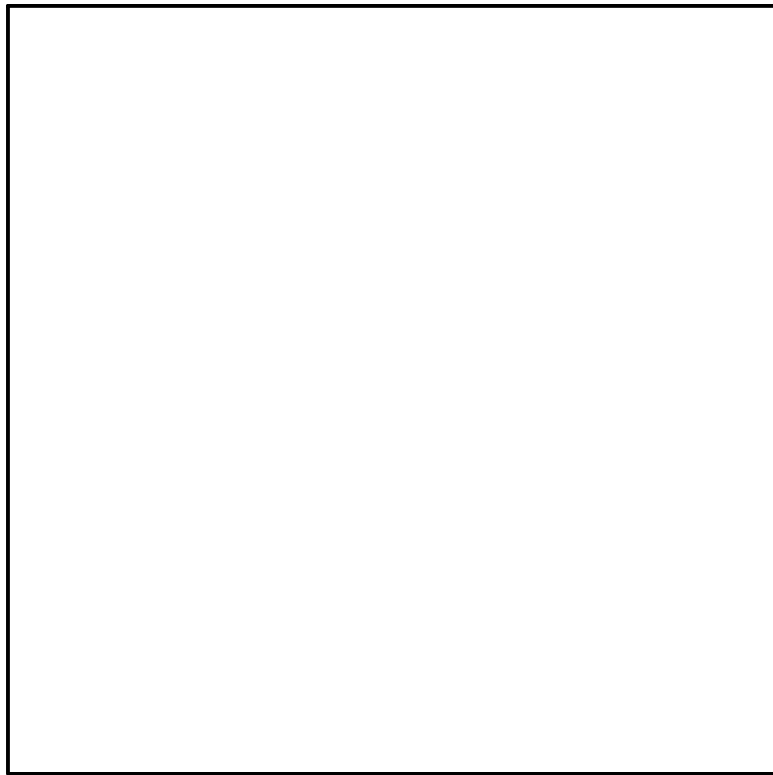
VIEW AT WOODLAND PARK

PRELIMINARY PLAT

PRELIMINARY PLAT
WOODLAND STATION FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



CITY COMMENTS



THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE SUBJECT PROPERTY AND THAT THE UNDERSIGNED SHALL ABIDE BY THE PROVISION AS SPECIFIED UPON THIS PRELIMINARY PLAT AS PRESENTED AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK CITY COUNCIL IN RENDERING ITS APPROVAL.

MARK WEAVER, MEMBER DATE
TAVA HOUSE PROPERTIES, LLC

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS PRELIMINARY PLAT WAS APPROVED SUBJECT TO CONDITIONS CONTAINED HEREIN BY THE CITY OF WOODLAND PARK CITY COUNCIL ON SEPTEMBER 1, 2023, AFTER A PROPERLY CONDUCTED PUBLIC HEARING HELD ON SEPTEMBER 1, 2023.

CITY PLANNER, CITY OF WOODLAND PARK DATE

SUBDIVIDER

MARK WEAVER
TAVA HOUSE PROPERTIES, LLC
750 E. HWY 24, STE. 202D
WOODLAND PARK, CO 80863
(719) 266-2324

OWNER

TAVA HOUSE PROPERTIES, LLC
P.O. BOX 5044
WOODLAND PARK, CO 80863
(719) 687-0800

PROFESSIONAL LAND SURVEYOR

ERIC R. SIMONSON
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

DESIGNER

DAVID MIJARES
CATAMOUNT ENGINEERING
P.O. BOX 221
WOODLAND PARK, CO 80863
(719) 426-2124

LEGEND - LOTS

LOT	LAND USE	GROSS ACREAGE OF TRACT
1	COMMERCIAL	0.35

LEGEND - TRACTS

TRACT	LAND USE	GROSS ACREAGE OF TRACT
A	UTILITY EASEMENT & FUTURE DEVELOPMENT	0.95
B	UTILITY EASEMENT & FUTURE DEVELOPMENT	4.77

AREA SUMMARY:

TOTAL AREA OF PROJECT = 6.62 ACRES
TOTAL AREA OF LOTS = 0.35 ACRES
TOTAL AREA OF TRACTS = 5.72 ACRES
TOTAL AREA OF R.O.W. = 0.55 ACRES

FLOOD PLAIN CERTIFICATION:

ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 0819020206D (EFFECTIVE DATE: SEPTEMBER 25, 2009), REVISED TO REFLECT LOWR EFFECTIVE; MARCH 11, 2010, THE MAJORITY OF THE DESCRIBED AREA IS LOCATED WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THE SOUTHEAST CORNER OF TRACT B IS IN BOTH ZONE AE (BASE FLOOD ELEVATION DETERMINED) AND ZONE X (A SPECIAL FLOOD HAZARD AREA, AN AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE WITH FLOOD DISCHARGE CONTAINED IN STRUCTURE).

PRELIMINARY PLAT - WOODLAND STATION FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

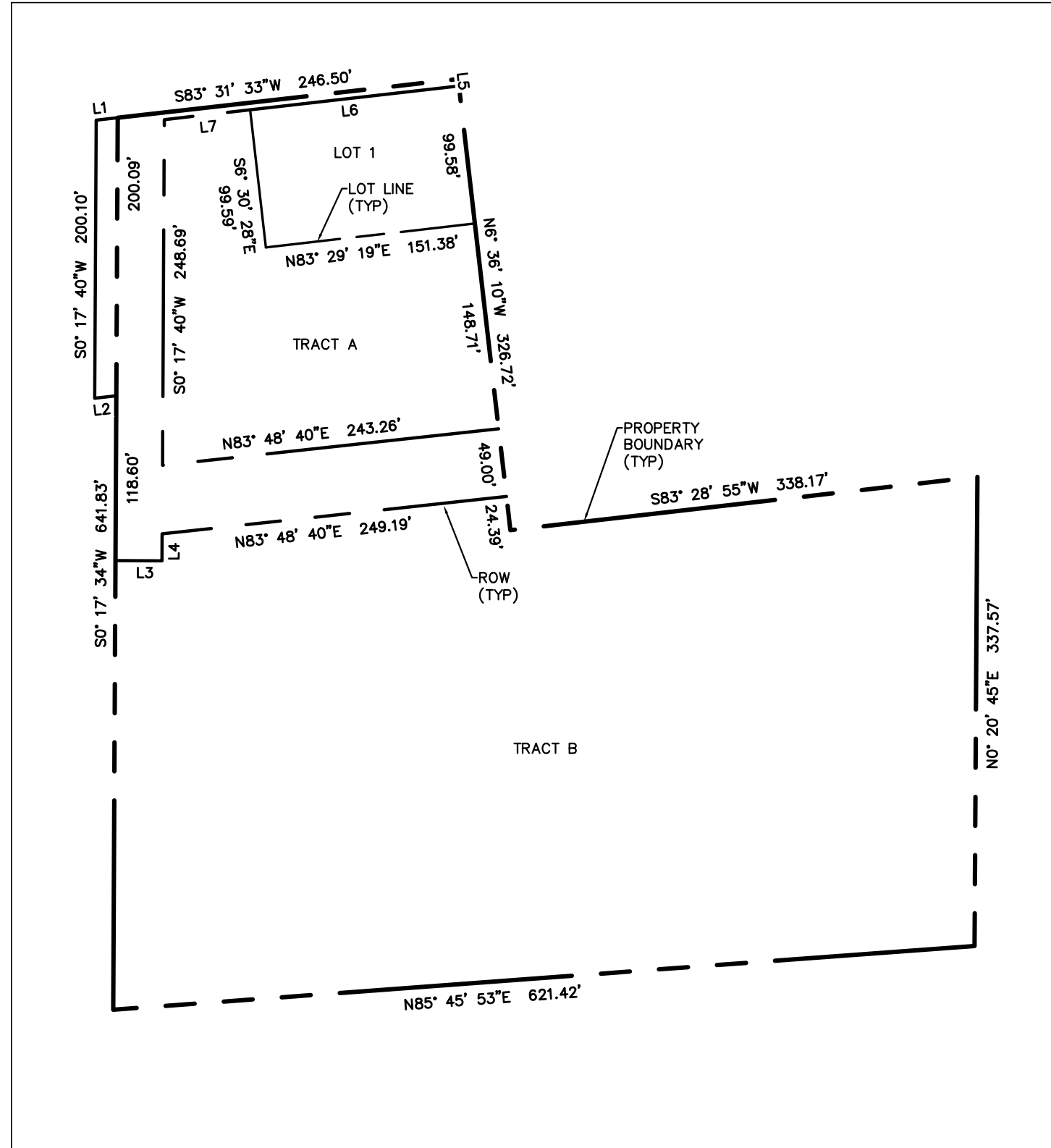
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PAGE 2 OF 6

SHEET INDEX:

COVER SHEET
PRELIMINARY PLAT
SITE PLAN
PRELIMINARY GRADING PLAN
PRELIMINARY UTILITY PLAN
DETAIL SHEET

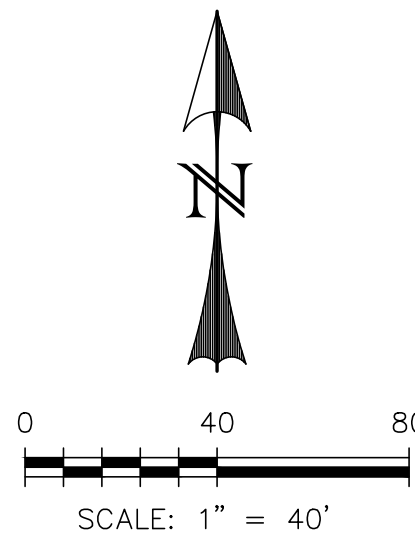
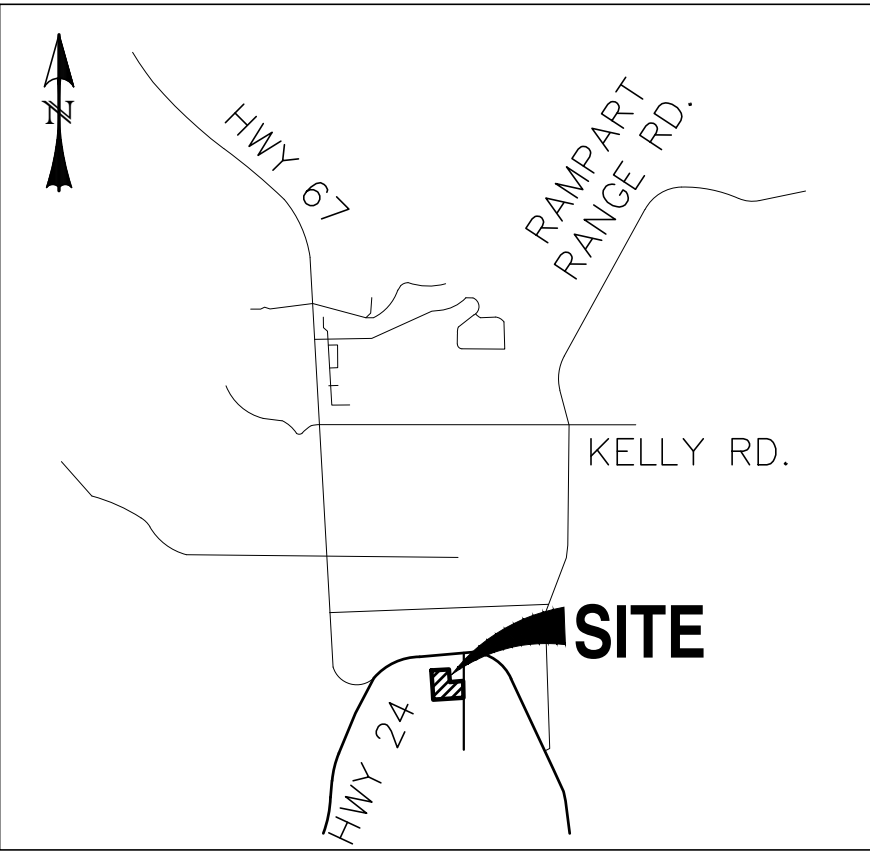
1 OF 6
2 OF 6
3 OF 6
4 OF 6
5 OF 6
6 OF 6



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S83° 31' 33"W	15.61
L2	N83° 29' 14"E	15.62
L3	S89° 42' 20"E	33.50
L4	N0° 17' 40"E	19.46
L5	N6° 36' 10"W	5.04
L6	S83° 29' 32"W	151.22
L7	S83° 29' 32"W	62.18

LEGEND

EXISTING	(E)
PROPOSED	(P)
CURB AND GUTTER	C&G
EASEMENT	ESMT
DRAINAGE	DR
PUBLIC IMPROVEMENT	PI
PUBLIC	PIUB
PRIVATE	PVT
UNDERGROUND	UG
UTILITY	UT
SANITARY	SAN
SEWER	SWR
WATER	WTR
(P) PARKING STALLS	(P)
BOUNDARY	(E)
RIGHT-OF-WAY	(R)
LOT LINE	(L)
EASEMENT	(E)
(E) UG ELECTRIC	(E) UG ELECTRIC
(E) GAS MAIN	(E) GAS MAIN
(E) FIBER OPTIC	(E) FIBER OPTIC
(E) UG TELEPHONE	(E) UG TELEPHONE
FLOODWAY	FLOODWAY
FLOODPLAIN BOUNDARY - ZONE: AE	FLOODPLAIN BOUNDARY - ZONE: AE
FLOODPLAIN BOUNDARY - ZONE: X	FLOODPLAIN BOUNDARY - ZONE: X
(E) STORM SEWER, INLET, MH	(E) STORM SEWER, INLET, MH
(E) SANITARY MAIN, MH	(E) SANITARY MAIN, MH
(E) WATER MAIN, VALVE, FH	(E) WATER MAIN, VALVE, FH
(P) SANITARY MAIN, MH	(P) SANITARY MAIN, MH
(P) STORM SEWER, INLET, MH	(P) STORM SEWER, INLET, MH
(P) WATER MAIN, VALVE, FH	(P) WATER MAIN, VALVE, FH



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SITE PLAN	3 OF 6
PRELIMINARY GRADING PLAN	4 OF 6
PRELIMINARY UTILITY PLAN	5 OF 6
DETAIL SHEET	6 OF 6

(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER/S OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED AFTER A PROPERLY CONDUCTED ADMINISTRATIVE REVIEW, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN.

DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE



PREPARED FOR:

TAVA HOUSE PROPERTIES, LLC

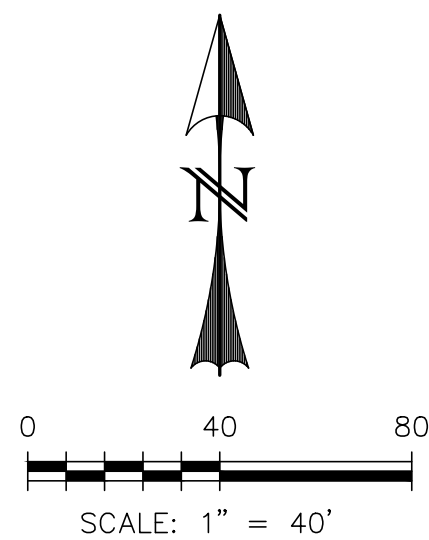
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION



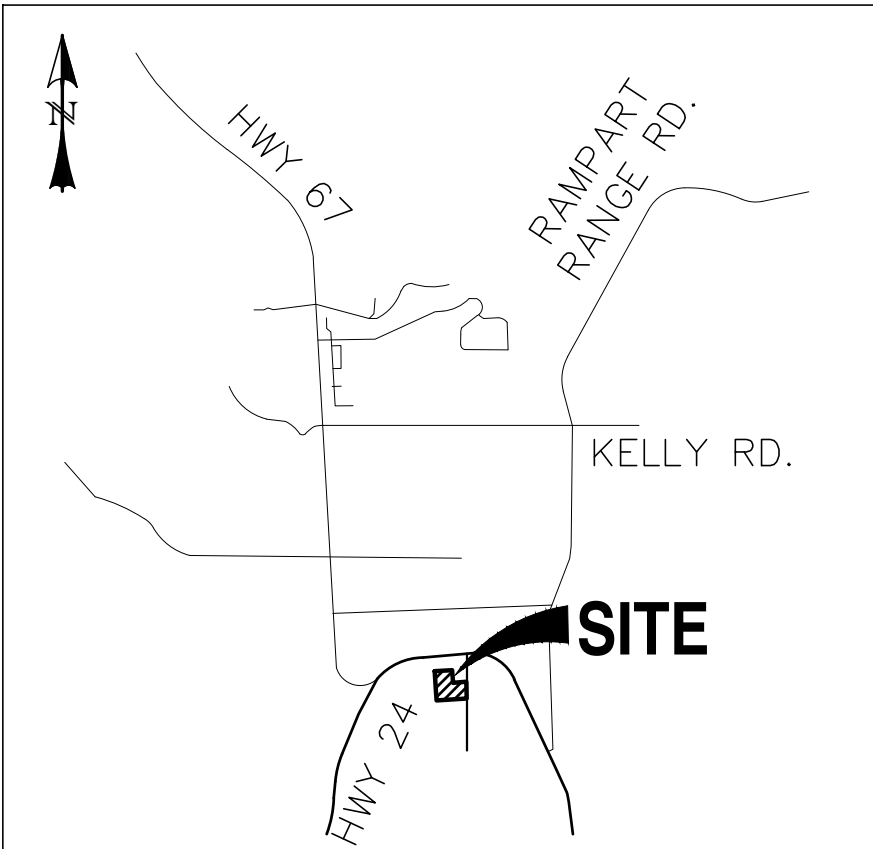
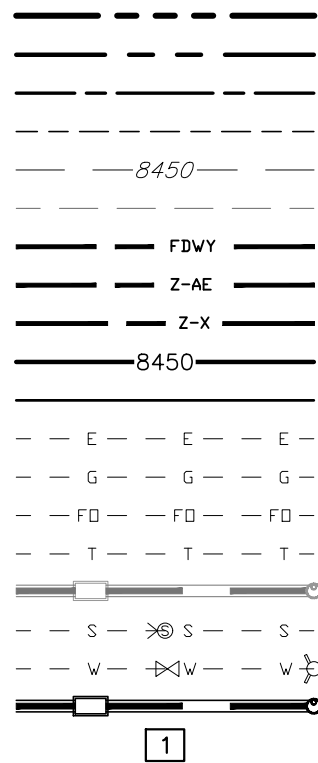
TAVA HOUSE
PRELIMINARY PLAT
(SITE PLAN)

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 40'	DATE:	08/30/23
JOB NUMBER	22-361	SHEET	3 OF 6



LEGEND

- | | |
|--------------------------------|------|
| EXISTING | (E) |
| PROPOSED | (P) |
| FUTURE | (F) |
| CURB AND GUTTER | C&G |
| EASEMENT | ESMT |
| DRAINAGE | DR |
| PUBLIC IMPROVEMENT | PI |
| PUBLIC | PUB |
| PRIVATE | PVT |
| UNDERGROUND | UG |
| UTILITY | UT |
| SANITARY | SAN |
| SEWER | SWR |
| WATER | WTR |
| BOUNDARY | |
| RIGHT-OF-WAY | |
| LOT LINE | |
| EASEMENT | |
| (E) CONTOUR, INDEX | |
| (E) CONTOUR | |
| FLOODWAY | |
| FLOODPLAIN BOUNDARY - ZONE: AE | |
| FLOODPLAIN BOUNDARY - ZONE: X | |
| (P) CONTOUR, INDEX | |
| (P) CONTOUR | |
| (E) UG ELECTRIC | |
| (E) GAS MAIN | |
| (E) FIBER OPTIC | |
| (E) UG TELEPHONE | |
| (E) STORM SEWER, INLET, MH | |
| (E) SANITARY MAIN, MH | |
| (E) WATER MAIN, VALVE, FH | |
| (P) STORM SEWER, INLET, MH | |
| CURB TYPE CALL-OUT | |



VICINITY MAP
SCALE: N.T.S.

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DATE _____ OWNER(S) _____

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DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE



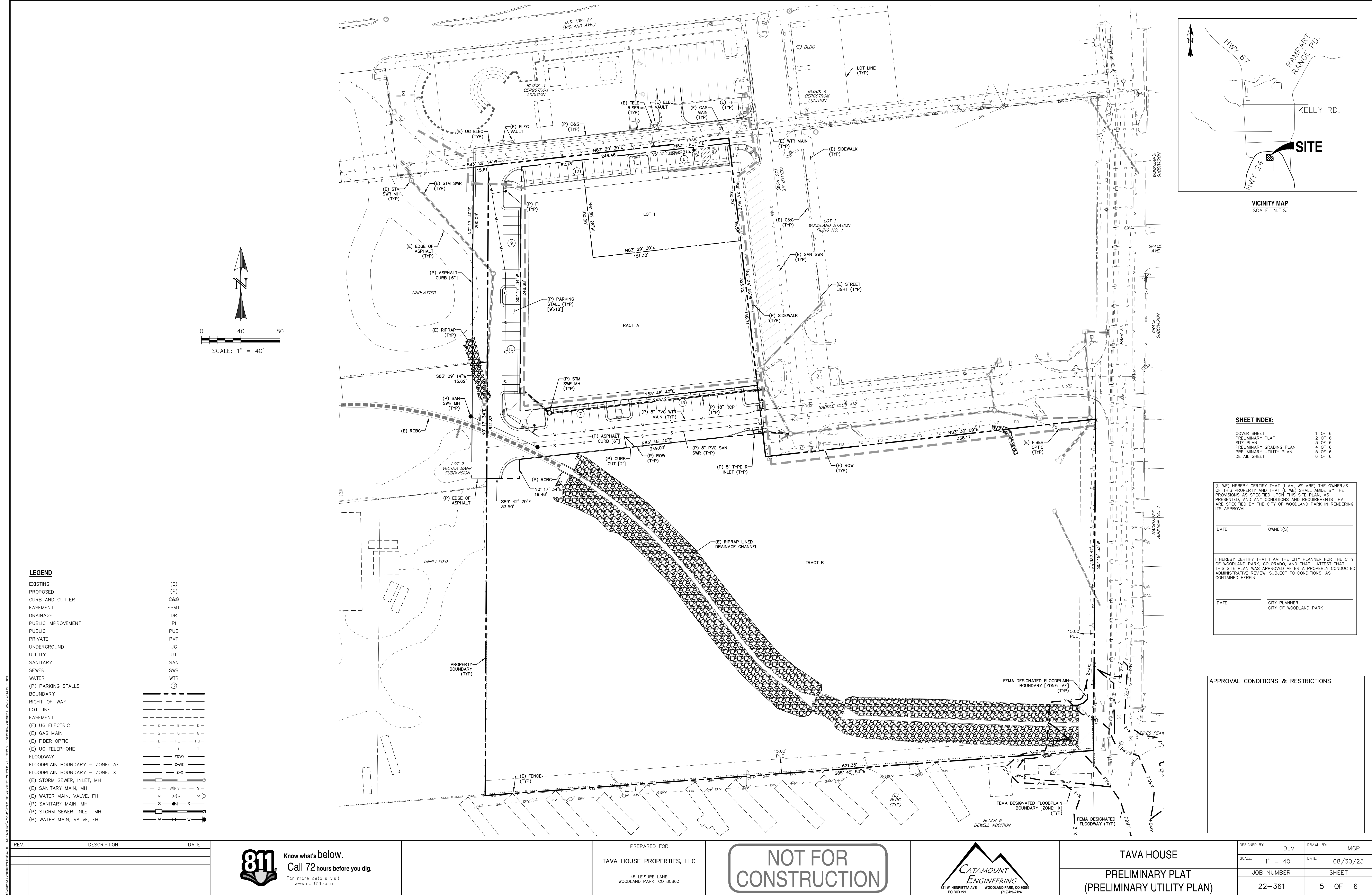
PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION



TAVA HOUSE
PRELIMINARY PLAT
(PRELIMINARY GRADING PLAN)

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 40'	DATE:	08/30/23
JOB NUMBER	22-361	SHEET	4 OF 6



LEGEND	
EXISTING	(E)
PROPOSED	(P)
CURB AND GUTTER	C&G
EASEMENT	ESMT
DRAINAGE	DR
PUBLIC IMPROVEMENT	PI
PUBLIC	PUB
PRIVATE	PVT
UNDERGROUND	UG
UTILITY	UT
SANITARY	SAN
SEWER	SWR
WATER	WTR
(P) PARKING STALLS	(P)
BOUNDARY	---
RIGHT-OF-WAY	---
LOT LINE	---
EASEMENT	---
(E) UG ELECTRIC	---
(E) GAS MAIN	---
(E) FIBER OPTIC	---
(E) UG TELEPHONE	---
FLOODWAY	---
FLOODPLAIN BOUNDARY - ZONE: AE	---
FLOODPLAIN BOUNDARY - ZONE: X	---
(E) STORM SEWER, INLET, MH	---
(E) SANITARY MAIN, MH	---
(E) WATER MAIN, VALVE, FH	---
(P) SANITARY MAIN, MH	---
(P) STORM SEWER, INLET, MH	---
(P) WATER MAIN, VALVE, FH	---

SHEET INDEX:	
COVER SHEET	1 OF 6
PRELIMINARY PLAT	2 OF 6
SITE PLAN	3 OF 6
PRELIMINARY GRADING PLAN	4 OF 6
PRELIMINARY UTILITY PLAN	5 OF 6
DETAIL SHEET	6 OF 6

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CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS



Know what's below.
Call 72 hours before you dig.
For more details visit:
www.call811.com

PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

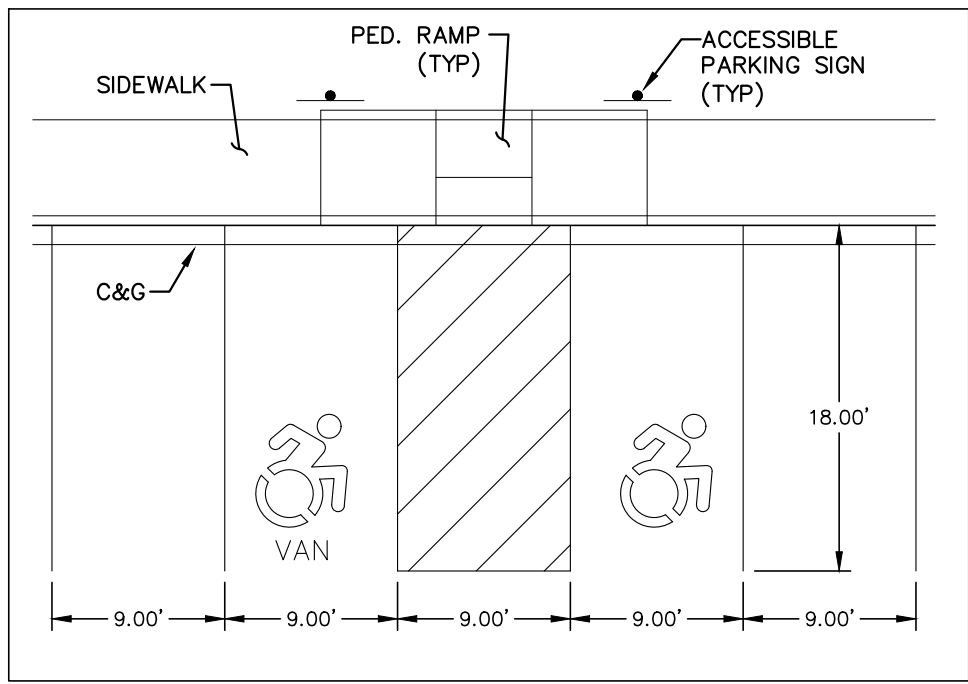
NOT FOR
CONSTRUCTION



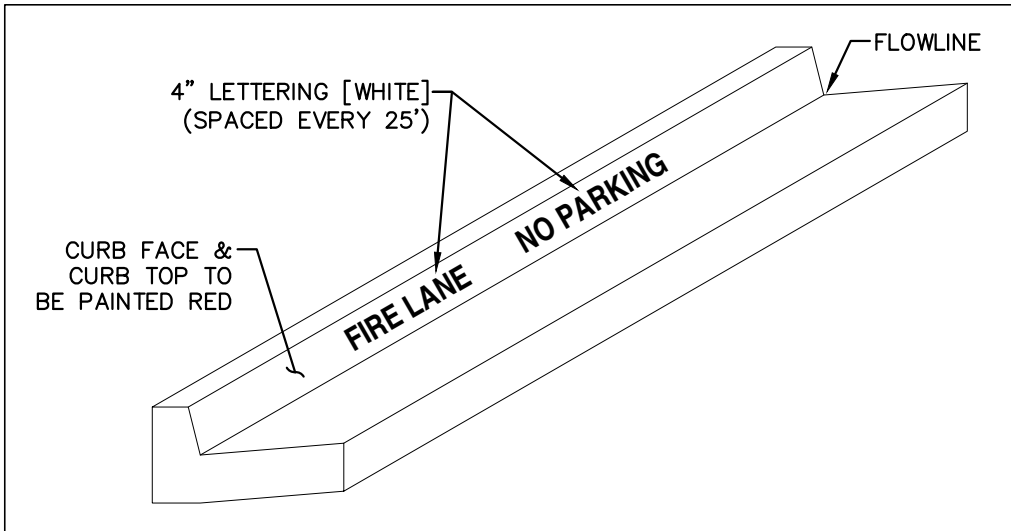
CATAMOUNT
ENGINEERING
321 W. HENRIETTA AVE
WOODLAND PARK, CO 80866
PO BOX 221 (719) 428-2124

TAVA HOUSE
PRELIMINARY PLAT
(PRELIMINARY UTILITY PLAN)

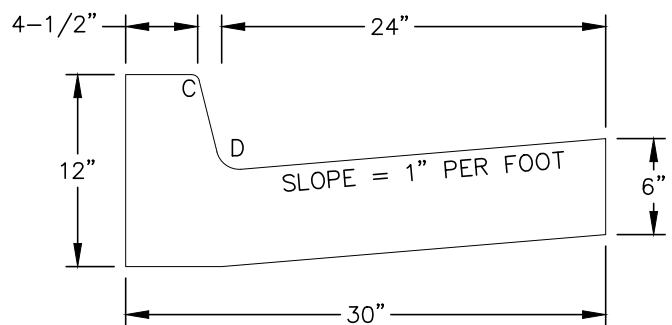
DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 40'	DATE:	08/30/23
JOB NUMBER	22-361	SHEET	5 OF 6



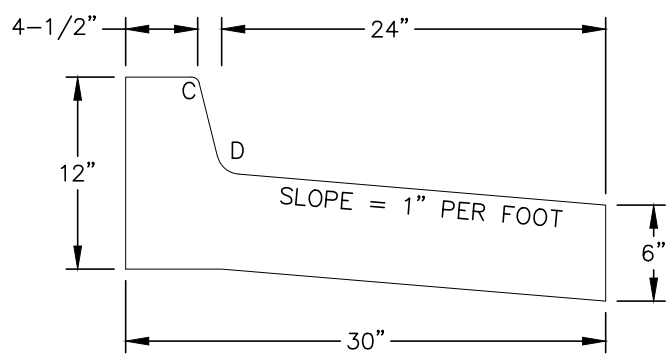
HANDICAP PARKING STALL DETAIL
SCALE: N.T.S.



FIRE LANE CURB MARKING DETAIL
SCALE: N.T.S.



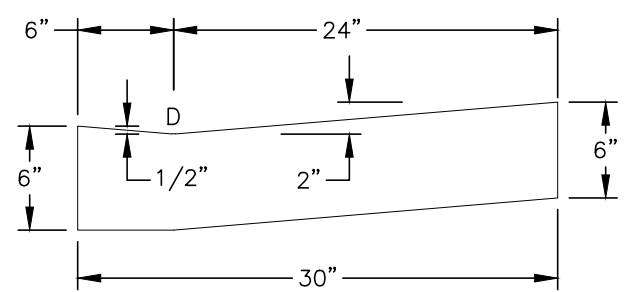
TYPE 1
6" VERTICAL CURB & GUTTER
SCALE: N.T.S.



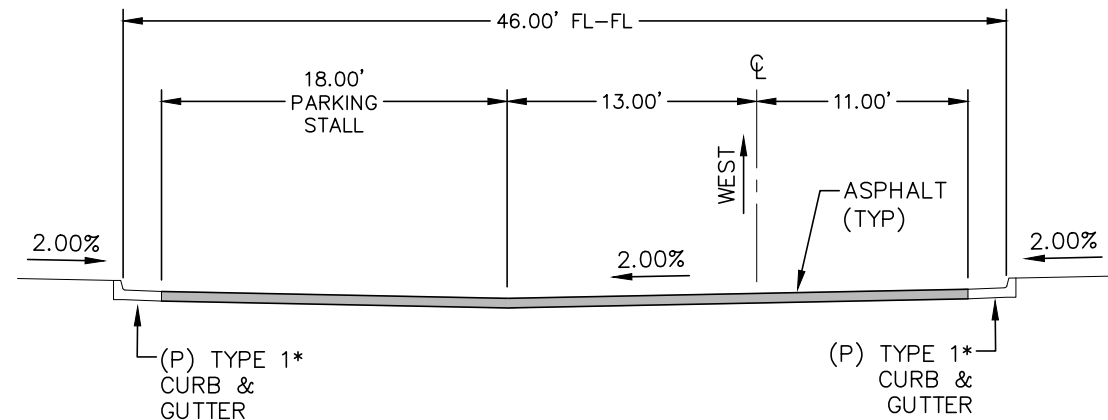
TYPE 1*
6" VERTICAL CURB & GUTTER [SPILL]
SCALE: N.T.S.

RADII LEGEND:

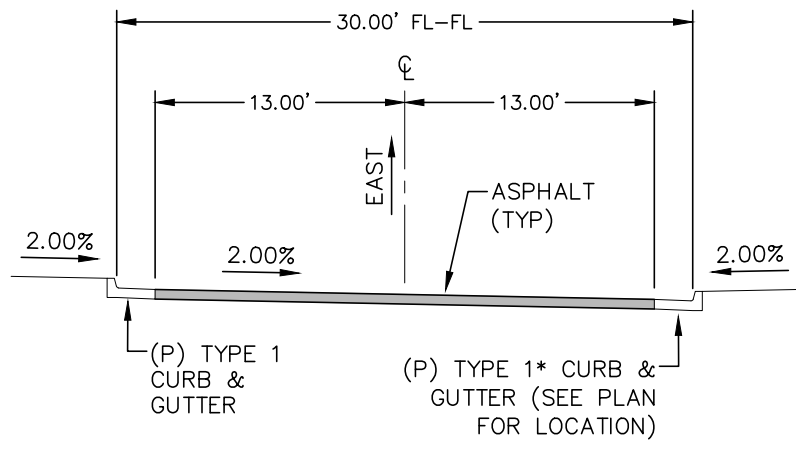
- A = 1/4"
C = 1-1/2"
D = 2"



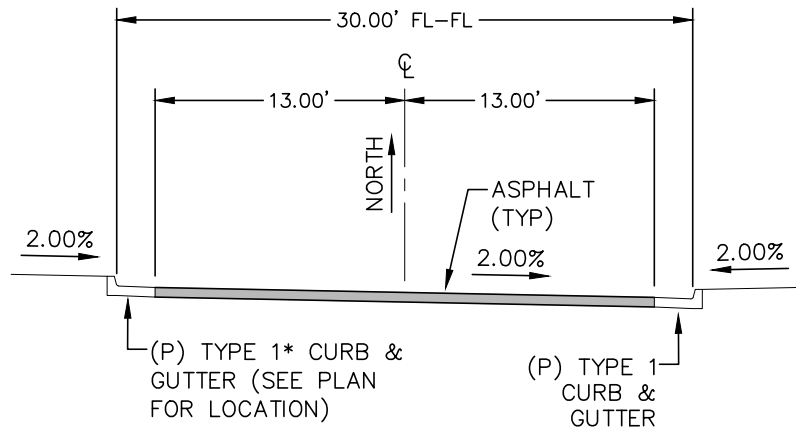
TYPE 2
ZERO FACE CURB & GUTTER
SCALE: N.T.S.



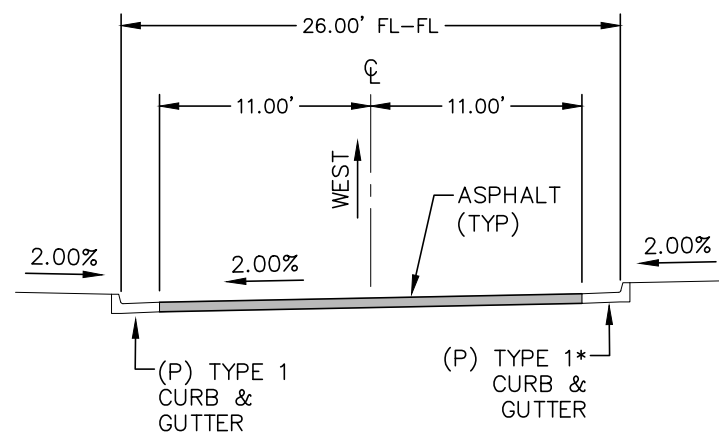
TYPICAL SECTION - NORTH ACCESS DRIVE [PRIVATE]
(WITH PARKING)
SCALE: N.T.S.



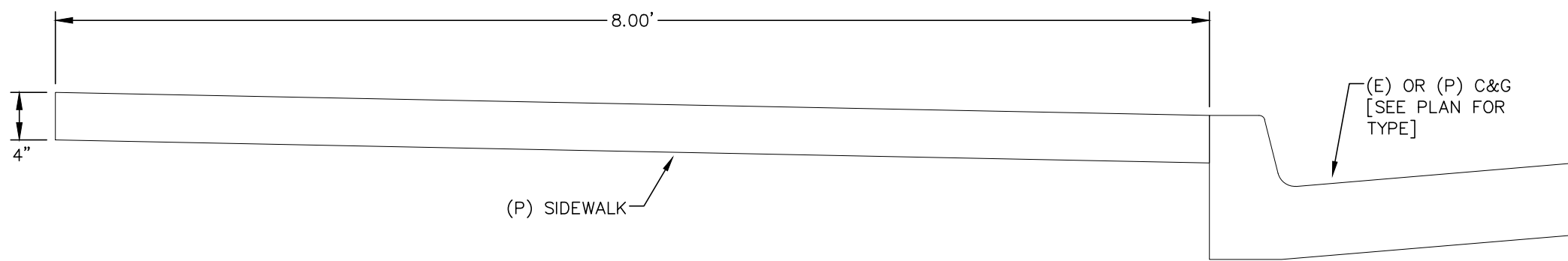
TYPICAL SECTION - SADDLE CLUB AVENUE
SCALE: N.T.S.



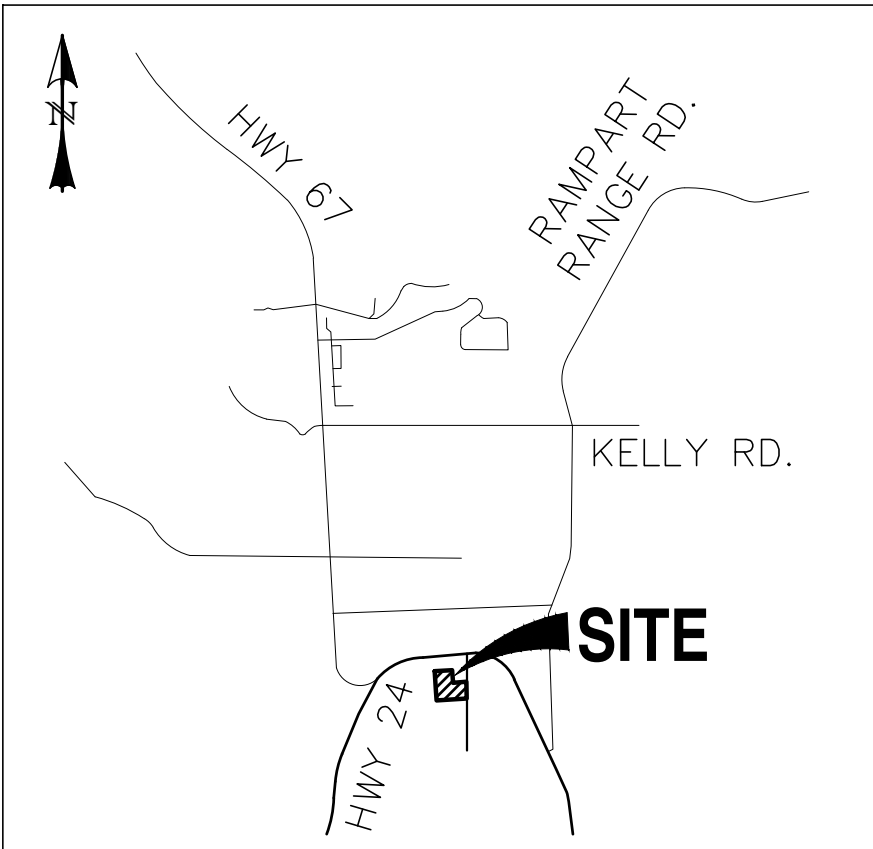
TYPICAL SECTION - WEST ACCESS DRIVE [PRIVATE]
SCALE: N.T.S.



TYPICAL SECTION - NORTH ACCESS DRIVE [PRIVATE]
SCALE: N.T.S.



SIDEWALK DETAIL
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

SHEET INDEX:

COVER SHEET	1 OF 6
PRELIMINARY PLAT	2 OF 6
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DATE CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

811 Know what's below.
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PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION

**CATAMOUNT
ENGINEERING**
321 W. HENRIETTA AVE WOODLAND PARK, CO 80866
PO BOX 221 (719) 428-2124

TAVA HOUSE
PRELIMINARY PLAT
(DETAIL SHEET)

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 100'	DATE:	08/30/23
JOB NUMBER	22-365	SHEET	6 OF 6

REVIEW COMMENTS



Date: November 2, 2023

Project: TAVA House Preliminary Plat & Preliminary Site Plan Review – Preliminary Plat & Site Plan Set

Staff has determined the submitted Site Plan will **require revisions**.

For Municipal Code and Engineering Specification Reference, please visit:

- *City of Woodland Park Municipal Code (CWPMC):*
https://library.municode.com/co/woodland_park/codes/code_of_ordinances
- *City of Woodland Park Drainage Criteria Manual (CWPDCM):*
<https://city-woodlandpark.org/272/Drainage-Criteria-Manual>
- *City of Woodland Park Engineering Specifications (CWPES):*
<https://city-woodlandpark.org/273/Engineering-Specifications>

A majority of the following comments will need to be addressed when construction drawings are submitted.

Page Label	Comments	Reviewer
1	Since the long term development plan shows turn lanes required for the entire development, the City needs an overlay of future turn lanes to verify setbacks and future driveway/road spacing on the plat	Bschmitt
2	Section 18.39 states for "Eating/drinking place, eat-in - "One parking space for every four (4) seats or one parking space for every 100 square feet of usable floor area, whichever is greater.	Cgates
2	If this parking is to be counted towards the site, the future turn lanes need to be shown to avoid under parking the restaurant once the entire development is built out.	Bschmitt
2	Since the long term development plan shows turn lanes required for the entire development, the City needs an overlay of future turn lanes to verify setbacks and future driveway/road spacing on the plat	Bschmitt
2	Please label street sections on site plan	Bschmitt
2	will there be a crossspan to armor the conveyance?	Bschmitt
2	Please consider back in angle parking along this portion of the street	Bschmitt
2	Not sure what is going on in this area. Area is needed for current road layout. May need to rework the road layout to not include this area.	Kwiley
3	Please detail 8' sidewalk	Bschmitt
3	Striping will need to be called out in CD's	Bschmitt
3	Striping will need to be called out in CD's	Bschmitt
3	Striping will need to be called out in CD's	Bschmitt
3	Striping will need to be called out in CD's	Bschmitt
3	Street systems in new subdivisions shall be laid out so as to eliminate or avoid new perimeter half-streets. Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be improved and dedicated by the subdivider. The city may authorize a new perimeter street where the subdivider improves and dedicates the entire	Bschmitt

	required street right-of-way width within the subdivision boundaries. In the event that the entire required street right-of-way width is improved and dedicated, arrangements for reimbursement, at the time the adjoining land is subdivided, shall be contained in the subdivision agreement. (Ord. 327 § 2 (Sec. 4(B)(6)), 1984)	
3	limits of roadway, singeage, striping and storm water conveyance will need to be shown in CD's	Bschmitt
3	There needs to be conveyance to ensure untreated/detained stromwater enters the ditch toward the detention pond, and doesn't outfall into channel. There may be guardrail and/or other physical barrier installation requirment to protect outfall.	Bschmitt
3	Please add snow storage areas.	Cgates
4	How will this stormwater collect and convey to the ditch without installing curb and gutter/storm on the south side?	Bschmitt
4	maintenance for this swale and detention pond will need to be captured in the SDA	Bschmitt
5	Is there anyway to relocate this outside the parking stall?	Bschmitt
5	Can this be relocated outside the ADA ramp landing?	Bschmitt
5	Can this connection work without surcharging existing stub?	Bschmitt
5	Should this be the property line? Make it align with the parcel to the East. Additional parking could be added in the future.	Kwiley
5	If further subdivided in the future. This area will be difficult to serve with sewer as there is no sewer main shown to the west to tie into.	Kwiley
5	possible sewer main location to serve future buildings/units	Kwiley

I have also included an Adobe PDF of the Site Plan markups with the above comments noted.

Respectfully,

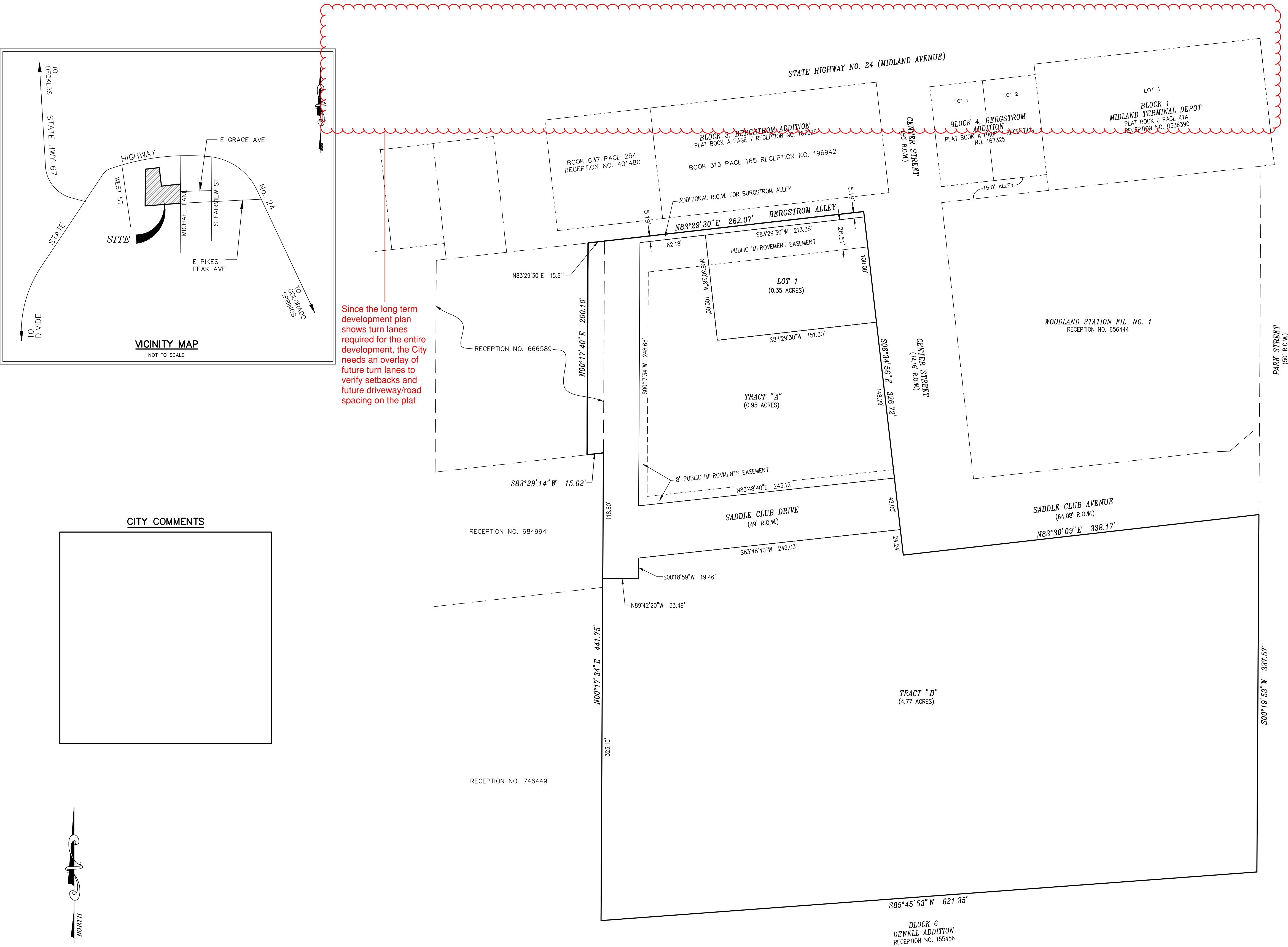
C. J. Gates

Senior Planner

(719) 687-5209

cgates@city-woodlandpark.org

PRELIMINARY PLAT
WOODLAND STATION FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE SUBJECT PROPERTY AND THAT THE UNDERSIGNED SHALL ABIDE BY THE PROVISION AS SPECIFIED UPON THIS PRELIMINARY PLAT AS PRESENTED AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK CITY COUNCIL IN RENDERING ITS APPROVAL.

MARK WEAVER, MEMBER TAVA HOUSE PROPERTIES, LLC DATE

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS PRELIMINARY PLAT WAS APPROVED SUBJECT TO CONDITIONS CONTAINED HEREIN BY THE CITY OF WOODLAND PARK CITY COUNCIL ON 2023, AFTER A PROPERLY CONDUCTED PUBLIC HEARING HELD ON 2023.

CITY PLANNER, CITY OF WOODLAND PARK DATE

SUBDIVIDER
MARK WEAVER
TAVA HOUSE PROPERTIES, LLC
750 E. HWY 24, STE. 202D
WOODLAND PARK, CO 80863
(719) 266-2324

OWNER
TAVA HOUSE PROPERTIES, LLC
P.O. BOX 5044
WOODLAND PARK, CO 80863
(719) 687-0800

PROFESSIONAL LAND SURVEYOR
ERIC R. SIMONSON
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

DESIGNER
DAVID MUJARES
CATAMOUNT ENGINEERING
P.O. BOX 221
WOODLAND PARK, CO 80863
(719) 426-2124

LEGEND - LOTS

LOT	LAND USE	GROSS ACREAGE OF TRACT
1	COMMERCIAL	0.35

LEGEND - TRACTS

TRACT	LAND USE	GROSS ACREAGE OF TRACT
A	UTILITY EASEMENT & OPEN SPACE	0.95
B	DRAINAGE EASEMENT & OPEN SPACE	4.77

AREA SUMMARY:

TOTAL AREA OF PROJECT = 6.62 ACRES
TOTAL AREA OF LOTS = 0.35 ACRES
TOTAL AREA OF TRACTS = 5.72 ACRES
TOTAL AREA OF R.O.W. = 0.55 ACRES

LEGEND - DIMENSIONAL STANDARDS

DIMENSION STANDARD CATEGORY	CENTRAL BUSINESS DISTRICT	
BUILDING SETBACK	FRONT	10'
	REAR	25'
	SIDE	0'
MAXIMUM HEIGHT	25'	

FLOOD PLAIN CERTIFICATION:

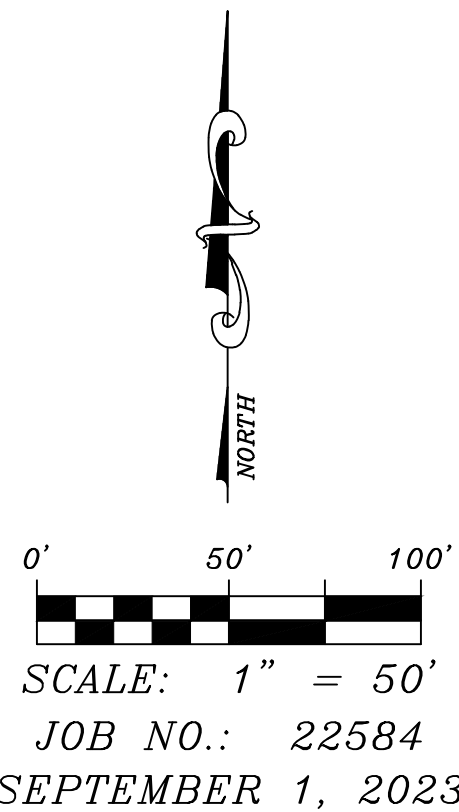
ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 081902006D (EFFECTIVE DATE: SEPTEMBER 25, 2009), REVISED TO REFLECT LOWR EFFECTIVE: MARCH 11, 2010, THE MAJORITY OF THE DESCRIBED AREA IS LOCATED WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. A SMALL PORTION OF TRACT A IS IN A SPECIAL FLOOD HAZARD AREA, AN AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE WITH FLOOD DISCHARGE CONTAINED IN STRUCTURE.

PRELIMINARY PLAT - WOODLAND STATION FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

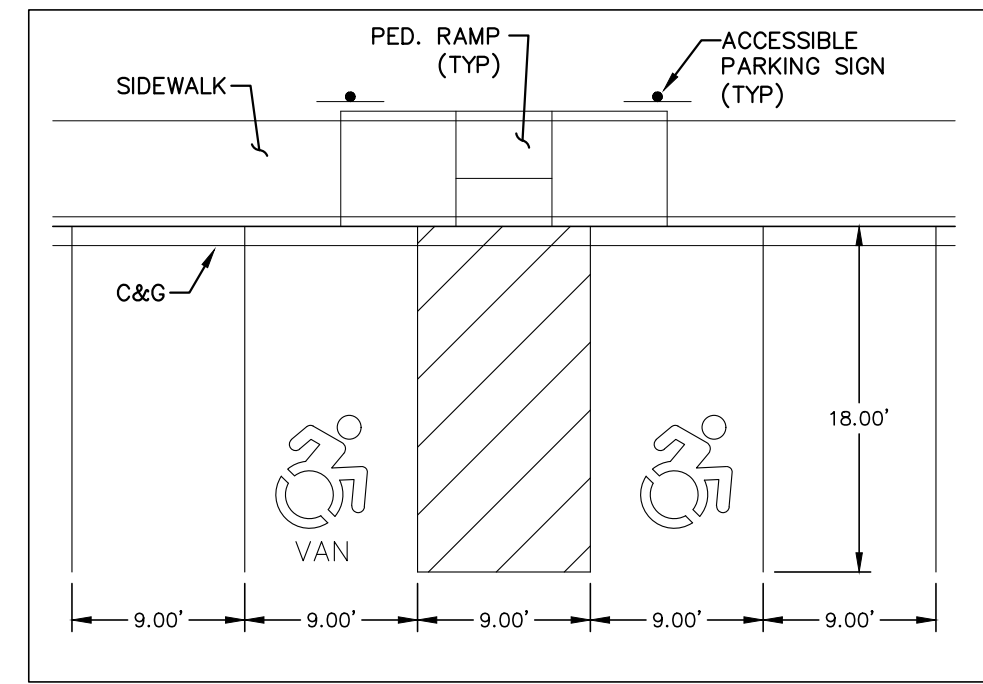
DRAWING: 22584 PP.DWG PAGE 1 OF 1



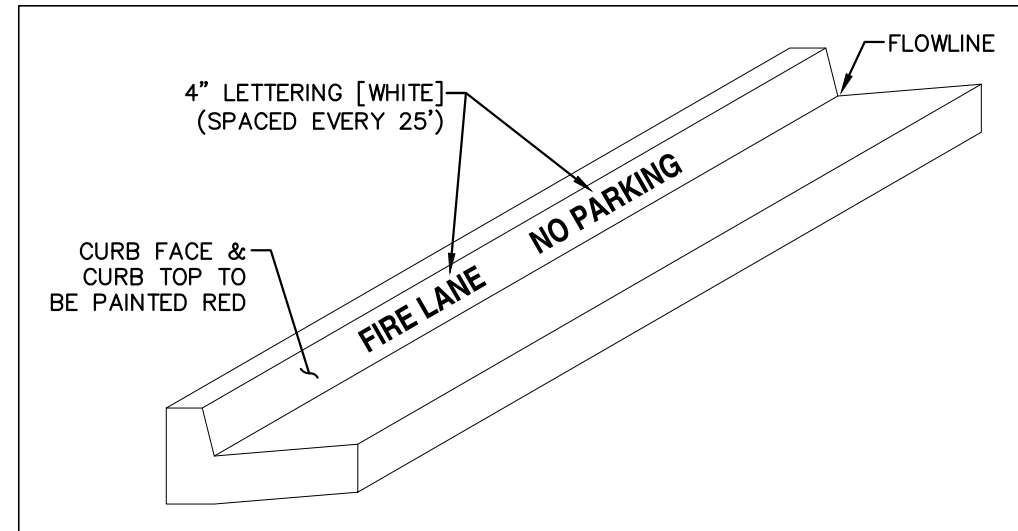
TAVA HOUSE

PRELIMINARY PLAT (COVER)

CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



HANDICAP PARKING STALL DETAIL
SCALE: N.T.S.



FIRE LANE CURB MARKING DETAIL
SCALE: N.T.S.

SITE DATA:

OWNER: TAVA HOUSE PROPERTIES, LLC (THP)

ADDRESS: 201 SADDLE CLUB AVENUE, WOODLAND PARK, CO 80863

PARCEL ID NUMBER: R0055440

LEGAL DESCRIPTION: 24-12-69 PT E2 AS DESCRIBED AT 632409 EXCLUDING WOODLAND STATION 1 AND CONTAINING A TOTAL CALCULATED AREA OF 6.625 ACRES, MORE OR LESS.

FLOODPLAIN STATEMENT: NO PORTION OF THE "TAVA HOUSE" PROJECT IS WITHIN A DESIGNATED FLOODPLAIN PER F.I.R.M. PANEL NO. 0811900206D, DATED SEPTEMBER 25, 2009.

EXISTING ZONE: CENTRAL BUSINESS DISTRICT (DBA OVERLAY)

PROPOSED ZONE: NO CHANGE

EXISTING USE: VACANT LOT

PROPOSED USE: RESTAURANT

SITE COVERAGE:

STRUCTURES:	0.13 AC	2.0%
PAVEMENT:	0.90 AC	13.6%
LANDSCAPING/UNDISTURBED:	5.60 AC	84.4%
TOTAL	6.63 AC	100.0%

BUILDING HEIGHT: BUILDING 1A = ##' TOTAL (AVG. HT. ##' #)

BUILDING SETBACKS:

FRONT	= 10'
SIDE	= 0'
REAR	= 0'

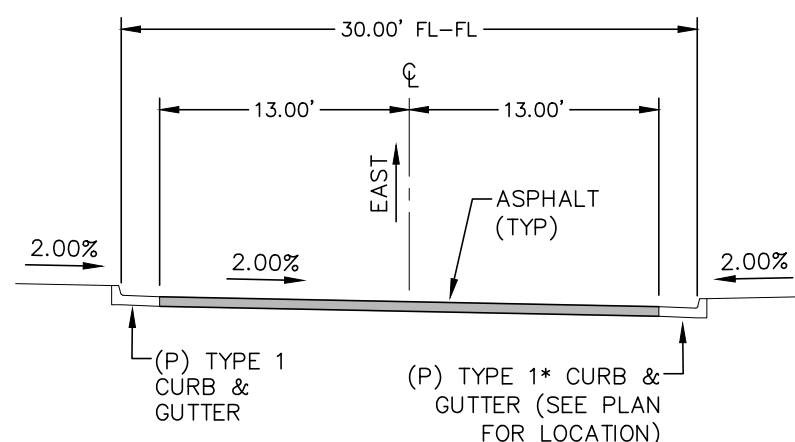
OFF-STREET PARKING:

BUILDING SIZE: 8,000 SF (X,XXX USABLE)
PARKING RATIO: 1 SPACE REQUIRED PER 100 SF OF USABLE FLOOR AREA
TOTAL PARKING STALLS REQUIRED: XX SPACES
PARKING STALLS PROVIDED: 57 STANDARD STALLS
TOTAL PARKING STALLS PROVIDED: 59

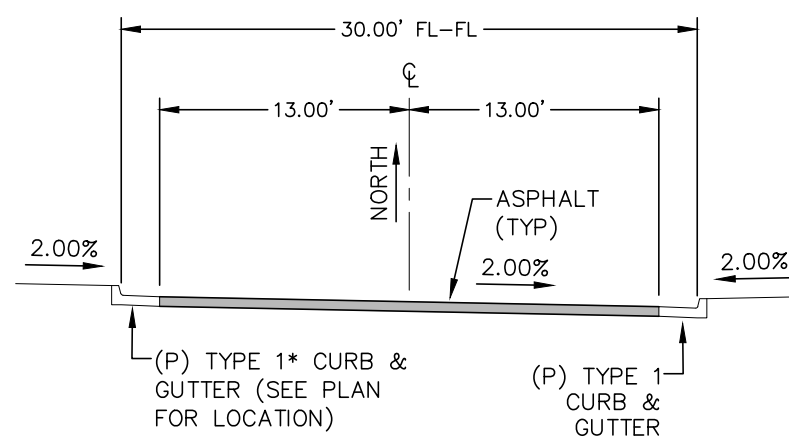
SCHEDULE: BEGIN - SUMMER 2024
END - SPRING 2025

Section 18.39 states for "Eating/drinking place, eat-in - "One parking space for every four (4) seats or one parking space for every 100 square feet of usable floor area, whichever is greater.

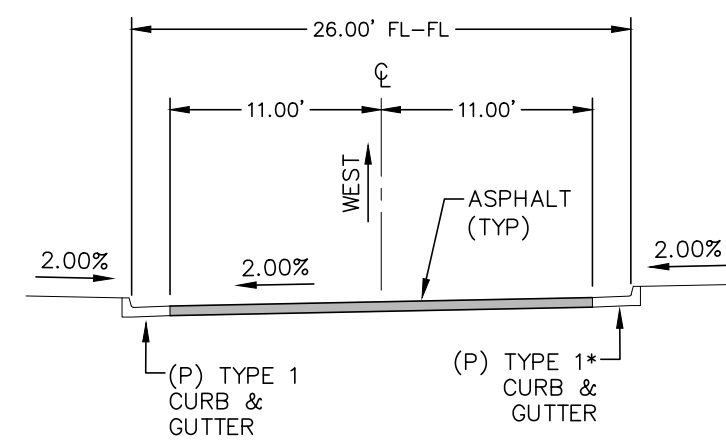
Please label street sections on site plan



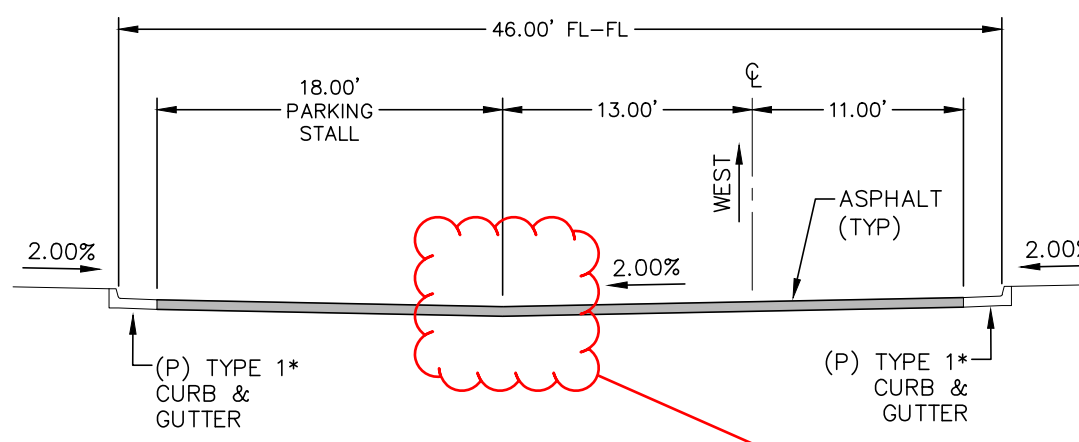
TYPICAL SECTION - SADDLE CLUB AVENUE
SCALE: N.T.S.



TYPICAL SECTION - WEST ACCESS DRIVE (PRIVATE)
SCALE: N.T.S.

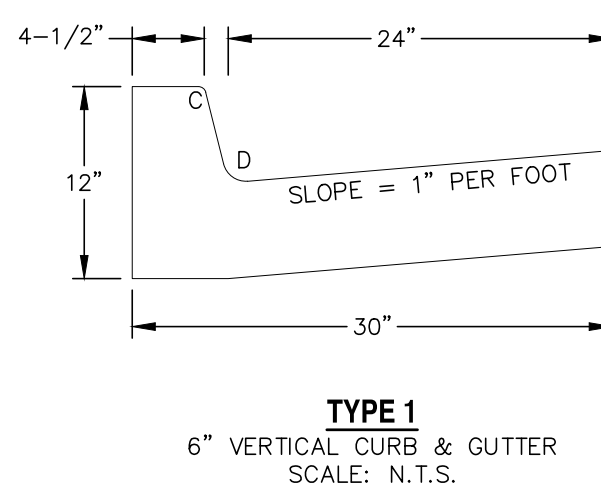


TYPICAL SECTION - NORTH ACCESS DRIVE (PRIVATE)
SCALE: N.T.S.

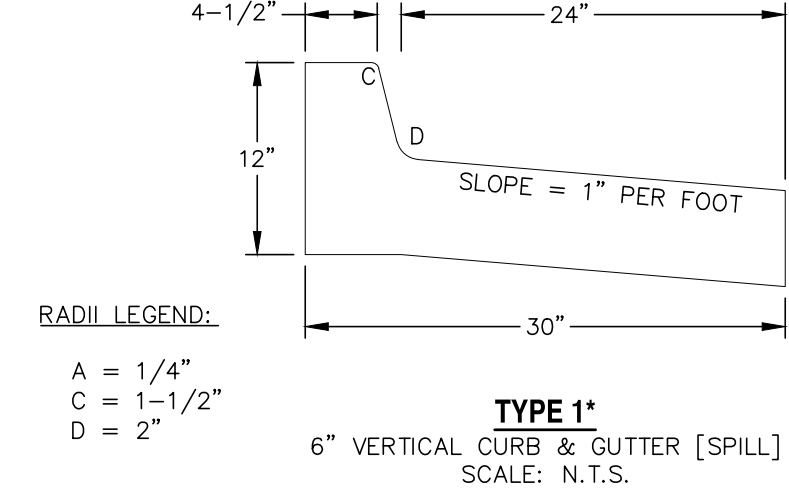


TYPICAL SECTION - NORTH ACCESS DRIVE (PRIVATE) (WITH PARKING)
SCALE: N.T.S.

will there be a crossspan to armor the conveyance?



TYPE 1
6" VERTICAL CURB & GUTTER
SCALE: N.T.S.



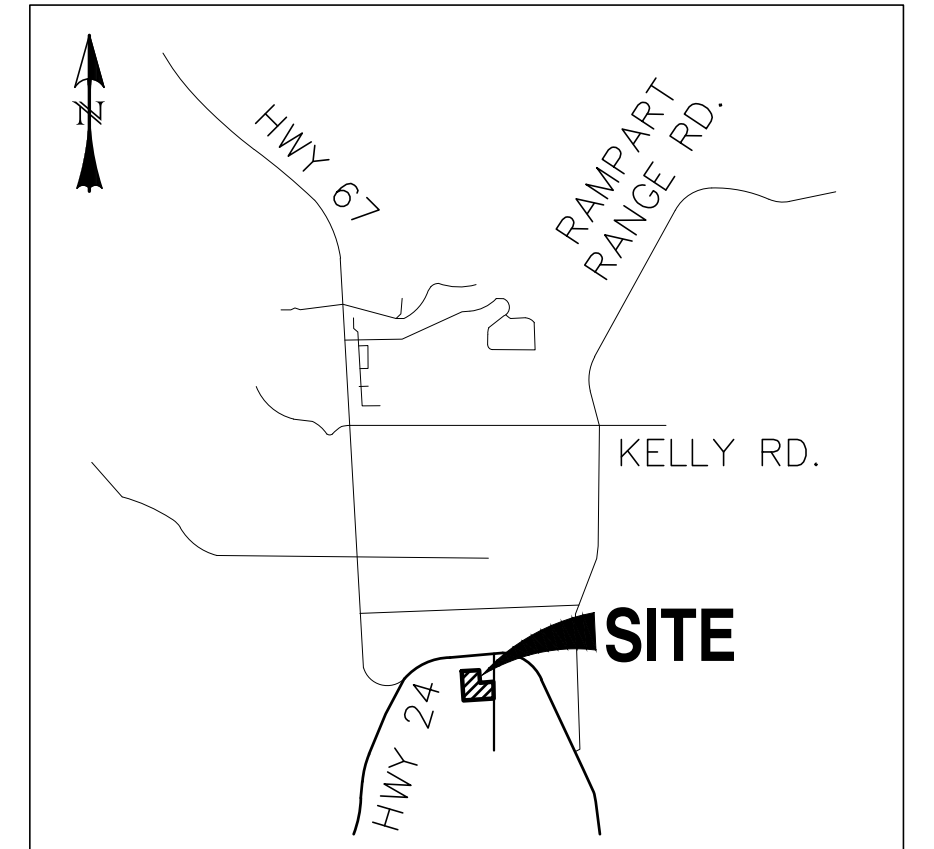
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SCALE: N.T.S.

RADI LEGEND:
A = 1/4"
C = 1-1/2"
D = 2"

SHEET INDEX:

COVER SHEET
SITE PLAN
PRELIMINARY GRADING PLAN
PRELIMINARY UTILITY PLAN

1 OF 4
2 OF 4
3 OF 4
4 OF 4



VICINITY MAP
SCALE: N.T.S.

AGENCY CONTACTS:

OWNER: TAVA HOUSE PROPERTIES, LLC (THP)
WOODLAND PARK, CO 80863

WOODLAND PARK: CITY OF WOODLAND PARK
DEPARTMENT OF PLANNING
KAREN SCHEMINKE
220 W. SOUTH AVE
WOODLAND PARK, CO 80866
(719) 687-5202

ENGINEER: CATAMOUNT ENGINEERING
321 W. HENRIETTA AVE SUITE A
WOODLAND PARK, CO 80863
DAVID L. MUIRES, PE (719) 337-8351
ERIC SIMONSEN, PLS (719) 687-0920

SURVEYOR: RAMPART SURVEYS, LLC
SAN
WOODLAND PARK, CO 80863
ERIC SIMONSEN, PLS (719) 687-0920

ARCHITECT: ECHO ARCHITECTURE, LLC
4 S. WASHINGTON AVENUE
SUITE 120
COLORADO SPRINGS, CO 80903
RYAN LLOYD, (719) 367-7636

WATER/SEWER: CITY OF WOODLAND PARK
UTILITY DEPARTMENT
220 W. SOUTH AVENUE
WOODLAND PARK, CO 80866
KIP WILEY (719) 687-5208

ELECTRIC: IREA/CORE
DAVID COKER
(720) 733-5486

GAS: BLACK HILLS ENERGY
(719) 546-5812

BAJA BROADBAND: WILLIAM TRUJILLO
William.Trujillo@dstelecom.com

TELEPHONE: CENTURY LINK
BILL GATTI
(719) 502-1019

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CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

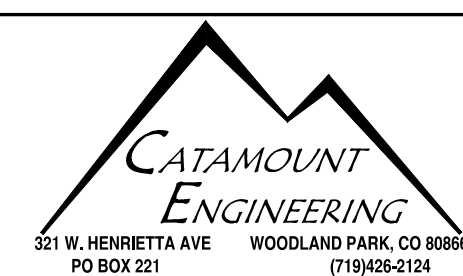
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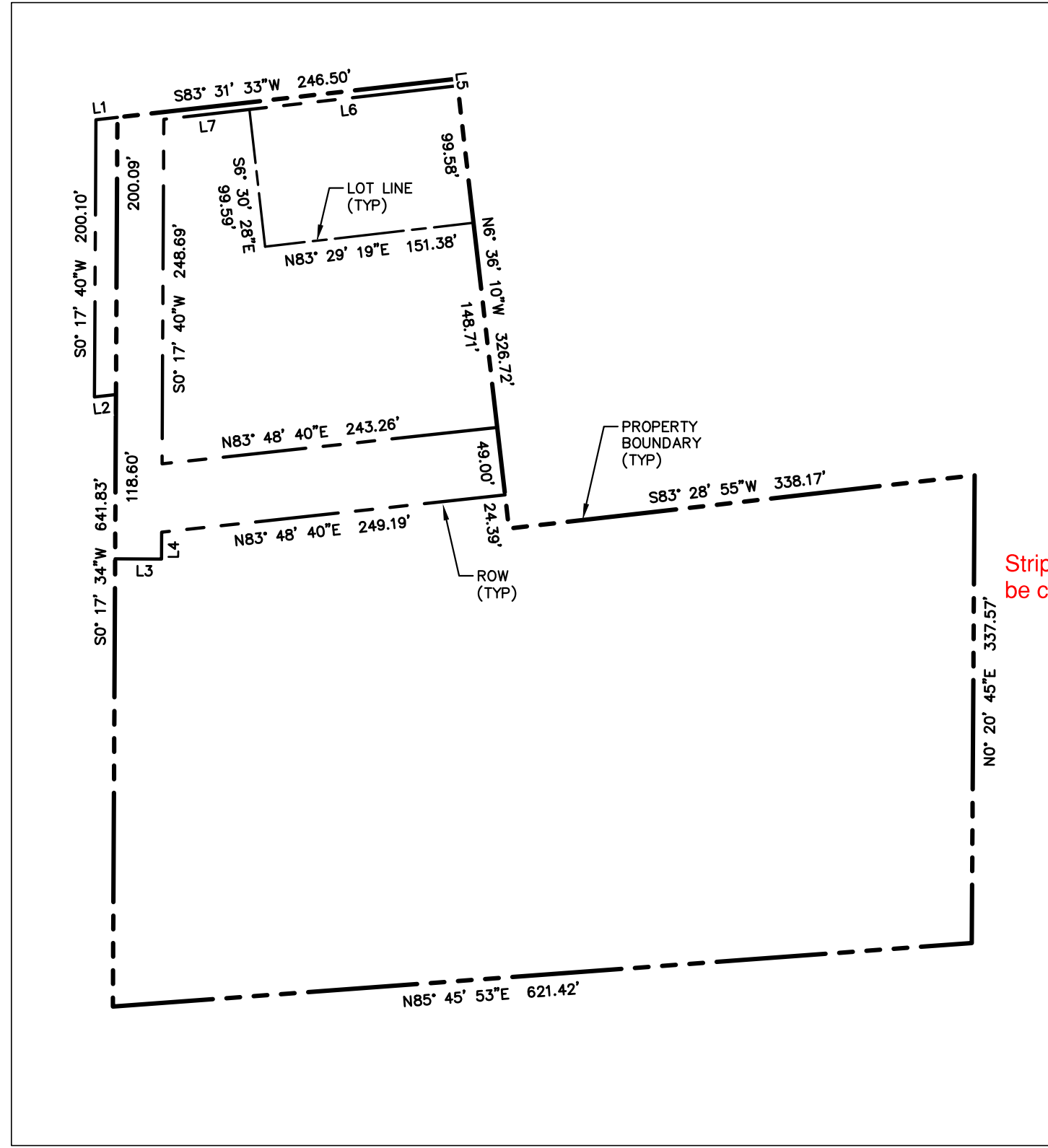
PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION



VIEW AT WOODLAND PARK
PRELIMINARY PLAT

DESIGNED BY: DLM	DRAWN BY: MGP
SCALE: 1" = 100'	DATE: 08/30/23
JOB NUMBER: 22-365	SHEET: 1 OF 4



PROPERTY BOUNDARY DETAIL
SCALE: 1" = 100'

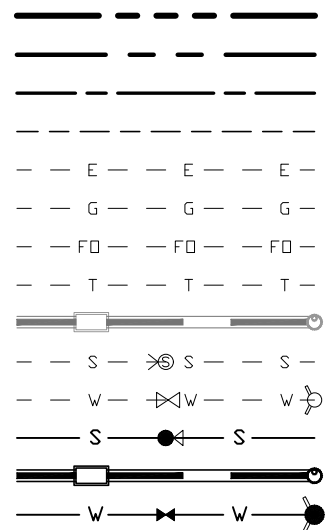
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S83° 31' 33" W	15.61
L2	N83° 29' 14" E	15.62
L3	S89° 42' 20" E	33.50
L4	N0° 17' 40" E	19.46
L5	N6° 36' 10" W	5.04
L6	S83° 29' 32" W	151.22
L7	S83° 29' 32" W	62.18

Please add snow storage areas.

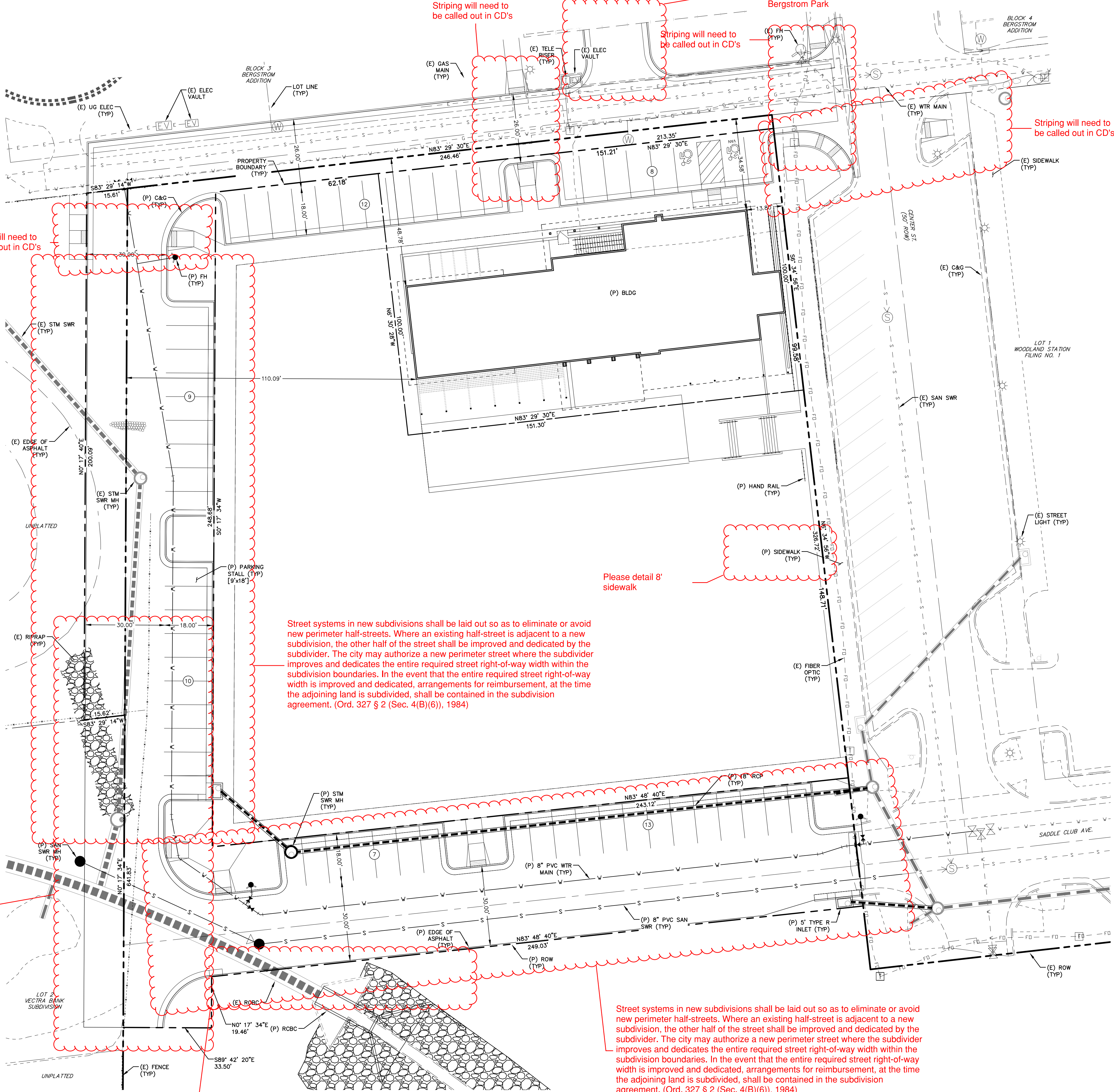
LEGEND

- EXISTING
PROPOSED
CURB AND GUTTER
EASEMENT
DRAINAGE
PUBLIC IMPROVEMENT
PUBLIC
PRIVATE
UNDERGROUND
UTILITY
SANITARY
SEWER
WATER
(P) PARKING STALLS
BOUNDARY
RIGHT-OF-WAY
LOT LINE
EASEMENT
(E) UG ELECTRIC
(E) GAS MAIN
(E) FIBER OPTIC
(E) UG TELEPHONE
(E) STORM SEWER, INLET, MH
(E) SANITARY MAIN, MH
(E) WATER MAIN, VALVE, FH
(P) SANITARY MAIN, MH
(P) STORM SEWER, INLET, MH
(P) WATER MAIN, VALVE, FH

- (E)
(P)
C&G
ESMT
DR
PI
PUB
PVT
UG
UT
SAN
SWR
WTR
②



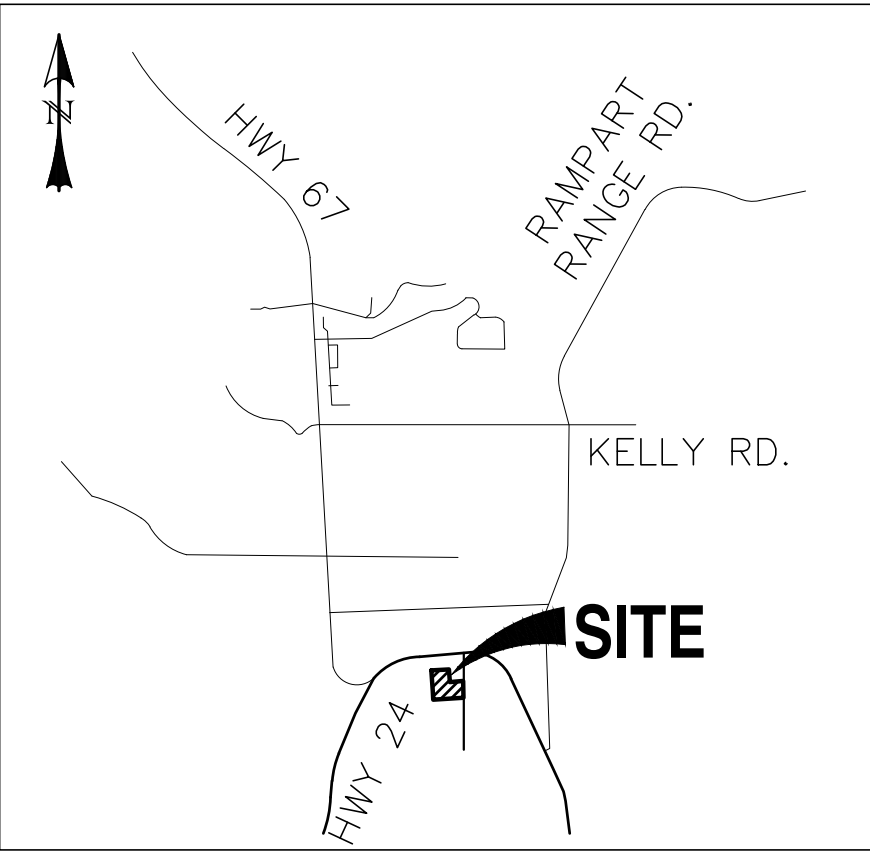
limits of roadway, singeage, striping and storm water conveyance will need to be shown in CD's



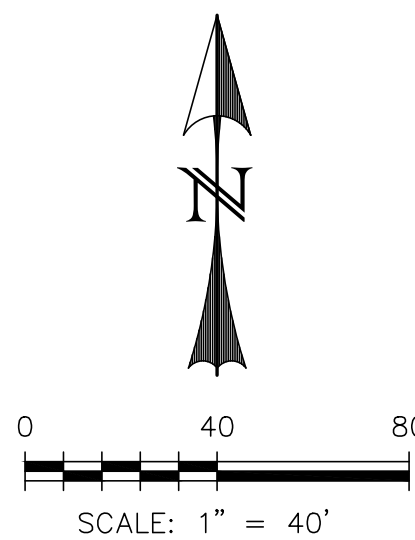
Street systems in new subdivisions shall be laid out so as to eliminate or avoid new perimeter half-streets. Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be improved and dedicated by the subdivider. The city may authorize a new perimeter street where the subdivider improves and dedicates the entire required street right-of-way width within the subdivision boundaries. In the event that the entire required street right-of-way width is improved and dedicated, arrangements for reimbursement, at the time the adjoining land is subdivided, shall be contained in the subdivision agreement. (Ord. 327 § 2 (Sec. 4(B)(6)), 1984)

Please detail 8' sidewalk

Street systems in new subdivisions shall be laid out so as to eliminate or avoid new perimeter half-streets. Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be improved and dedicated by the subdivider. The city may authorize a new perimeter street where the subdivider improves and dedicates the entire required street right-of-way width within the subdivision boundaries. In the event that the entire required street right-of-way width is improved and dedicated, arrangements for reimbursement, at the time the adjoining land is subdivided, shall be contained in the subdivision agreement. (Ord. 327 § 2 (Sec. 4(B)(6)), 1984)



VICINITY MAP
SCALE: N.T.S.



(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER/S OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED AFTER A PROPERLY CONDUCTED ADMINISTRATIVE REVIEW, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN.

DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

811 Know what's below.
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www.call811.com

There needs to be conveyance to ensure untreated/detained stormwater enters the ditch toward the detention pond, and doesn't outfall into channel. There may be guardrail and/or other physical barrier installation requirement to protect outfall.

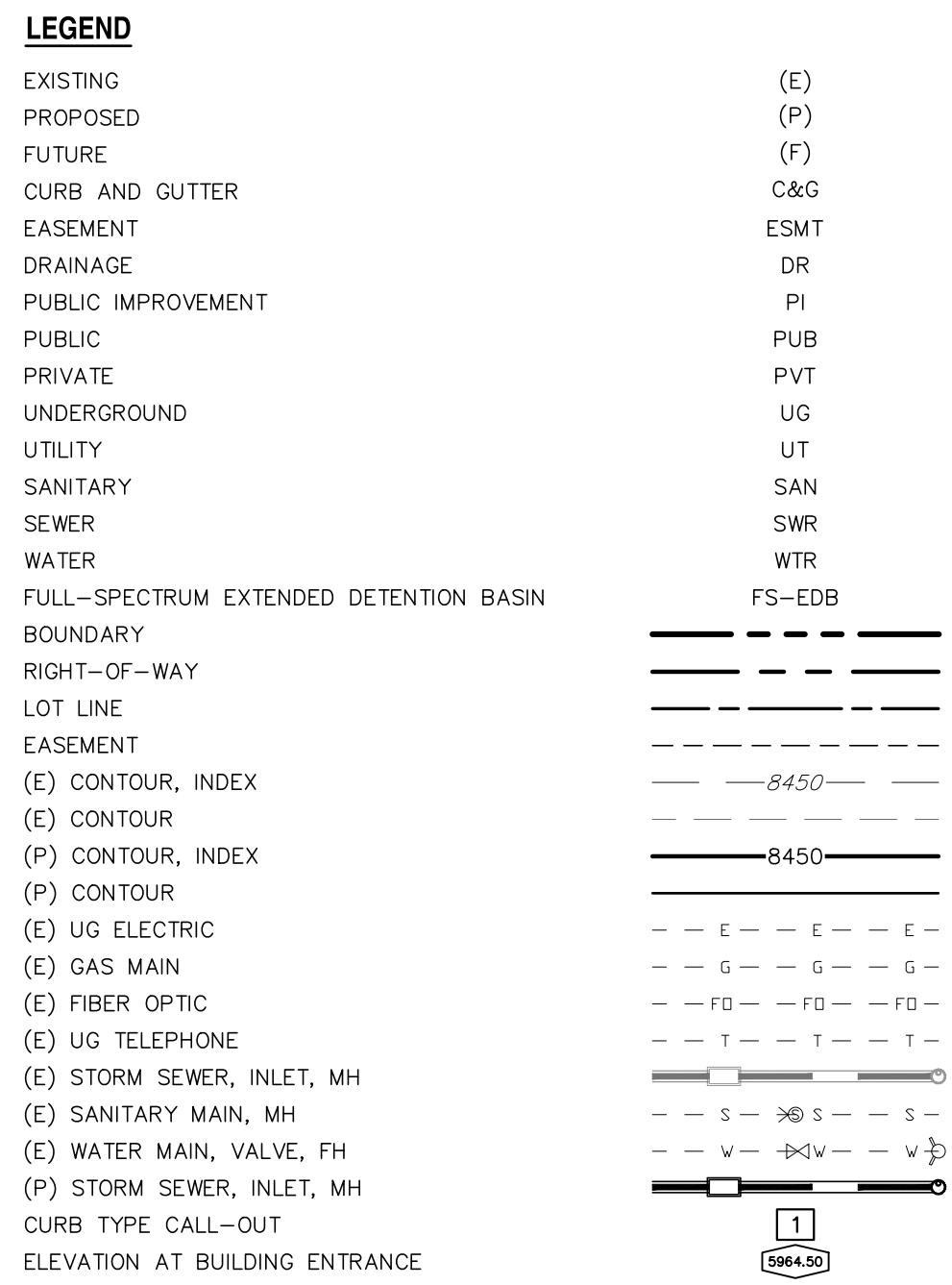
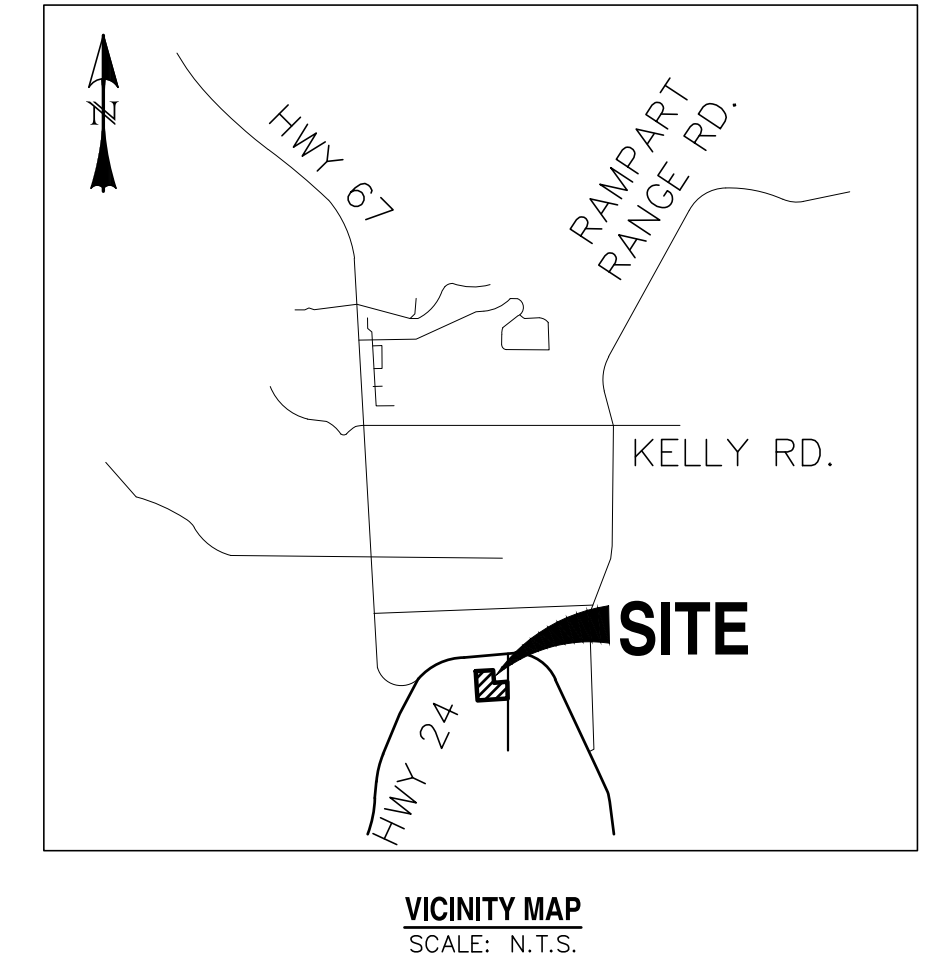
PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION



TAVA HOUSE
PRELIMINARY PLAT (SITE PLAN)

DESIGNED BY: DLM	DRAWN BY: MGP
SCALE: 1" = 20'	DATE: 08/30/23
JOB NUMBER	SHEET
22-361	2 OF 4



I, _____, WE HEREBY CERTIFY THAT I (AM, WE ARE) THE OWNER/S OF THIS PROPERTY AND THAT I (WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT IS APPROVAL BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.	
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DATE	CITY PLANNER CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

[illegible]

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PREPARED FOR:

TAVA HOUSE PROPERTIES, LLC

45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION



CATAMOUNT
ENGINEERING

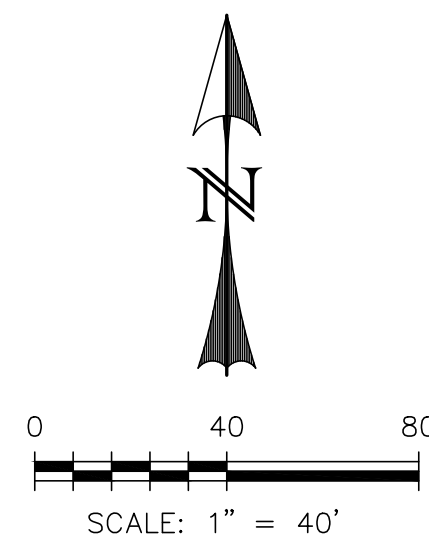
321 W. HENRIETTA AVE
PO BOX 221

WOODLAND PARK, CO 80855
(719)426-2124

TAVA HOUSE

PRELIMINARY
GRADING PLAN

DESIGNED BY: DLM	DRAWN BY: MCP
SCALE: 1" = 40'	DATE: 08/30/23
JOB NUMBER	SHEET
22-361	3 OF 4

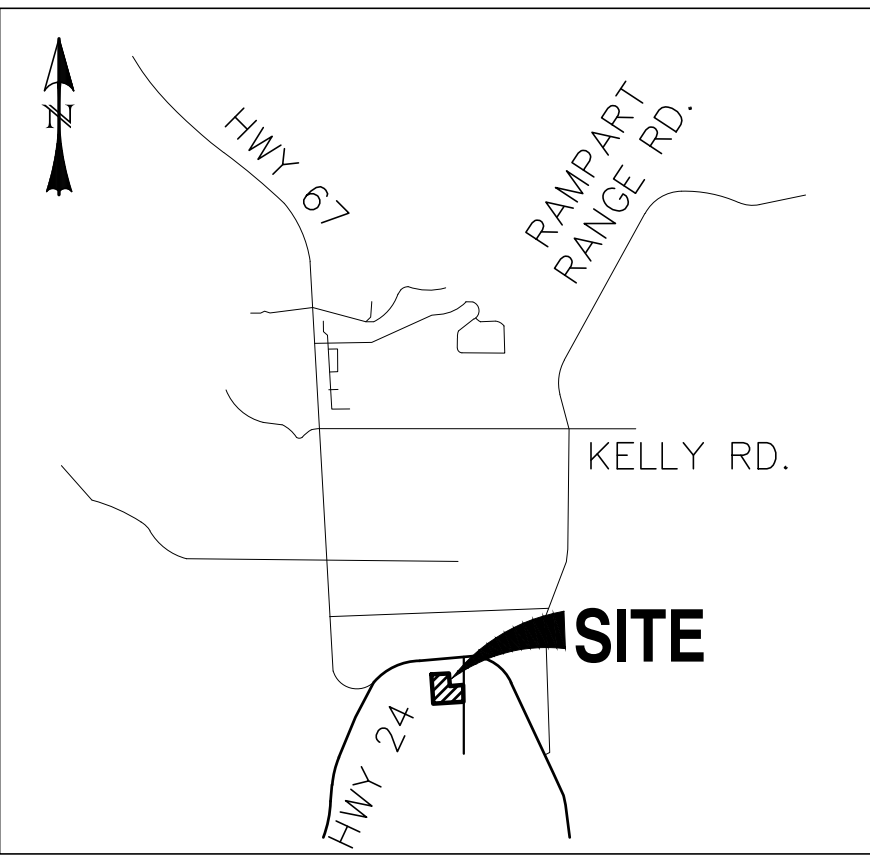
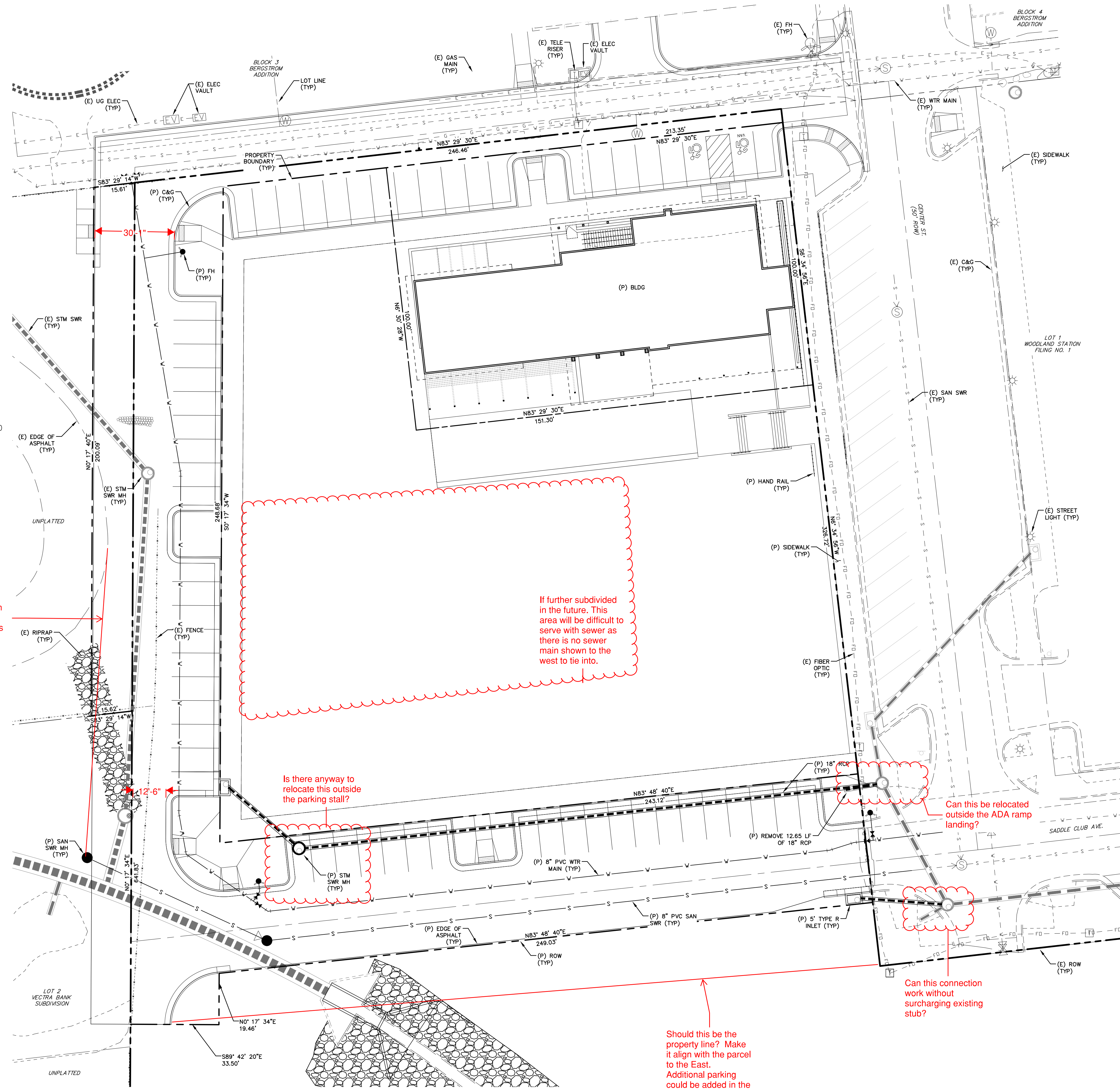


possible sewer main
location to serve
future buildings/units

LEGEND

- EXISTING
PROPOSED
FUTURE
CURB AND GUTTER
EASEMENT
DRAINAGE
PUBLIC IMPROVEMENT
PUBLIC
PRIVATE
UNDERGROUND
UTILITY
SANITARY
SEWER
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(E) WATER MAIN, VALVE, FH
(P) SANITARY MAIN, MH
(P) STORM SEWER, INLET, MH
(P) WATER MAIN, VALVE, FH

- (E)
(P)
(F)
C&G
ESMT
DR
PI
PUB
PVT
UG
UT
SAN
SWR
WTR



VICINITY MAP
SCALE: N.T.S.

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DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE



PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION



TAVA HOUSE
PRELIMINARY
UTILITY PLAN

DESIGNED BY: DLM	DRAWN BY: MGP
SCALE: 1" = 20'	DATE: 08/30/23
JOB NUMBER	SHEET
22-361	4 OF 4

REVIEW COMMENTS



Date: November 2, 2023

Project: TAVA House Preliminary Plat & Preliminary Site Plan Review – Preliminary Drainage Report

Staff has determined the submitted Site Plan will **require revisions**.

For Municipal Code and Engineering Specification Reference, please visit:

- *City of Woodland Park Municipal Code (CWPMC):*
https://library.municode.com/co/woodland_park/codes/code_of_ordinances
- *City of Woodland Park Drainage Criteria Manual (CWPDCM):*
<https://city-woodlandpark.org/272/Drainage-Criteria-Manual>
- *City of Woodland Park Engineering Specifications (CWPES):*
<https://city-woodlandpark.org/273/Engineering-Specifications>

A majority of the following comments will need to be addressed when construction drawings are submitted.

Page Label	Comments	Reviewer
4	The maintenance of this facility needs to be defined in a maintenance agreement as an attachment to the SDA	Bschmitt
2 of 2	How are these portions being captured, detained, and treated, prior to entering the floodway channel?	Bschmitt

I have also included an Adobe PDF of the Site Plan markups with the above comments noted.

Respectfully,

C. J. Gates

Senior Planner

(719) 687-5209

cgates@city-woodlandpark.org

The maintenance of this facility needs to be defined in a maintenance agreement as an attachment to the SDA

Tava House phase of the development anticipate a peak developed flow rate of 59.3 cfs at the pond inlet.

Future phases of the development anticipate development of a sub-regional pond at the southeast corner of the overall development in-line with the existing reach of Fountain Creek. Development of a permanent sub-regional pond will be coordinated with the anticipated residential development and possible channel/box-culvert relocation south of Saddle Club Avenue.

4-STEP PROCESS

RUNOFF REDUCTION

The development addresses Low Impact Development strategies primarily through the utilization of landscaped swales where grades allow within the development. Additionally Impervious areas were intentionally routed through receiving pervious areas to allow for infiltration of stormwater in conveyance.

TREAT AND SLOW RELEASE

On-site flow is directed to the existing on-site private extended detention basin constructed with previous development. The extended detention basin provides Water Quality Capture Volume (WQCV) required and attenuates release of flows to approximate historic runoff rates.

CHANNEL STABILIZATION

The ultimate recipient of runoff from the site is Fountain Creek. Flows generated within the site are tributary to the proposed full spectrum extended detention basin constructed on site. Peak flows generated within the site will be lower than historic site runoff contribution to Fountain Creek. The existing reach of Fountain Creek has been previously developed by the City of Woodland Park to convey 100-YR storm event.

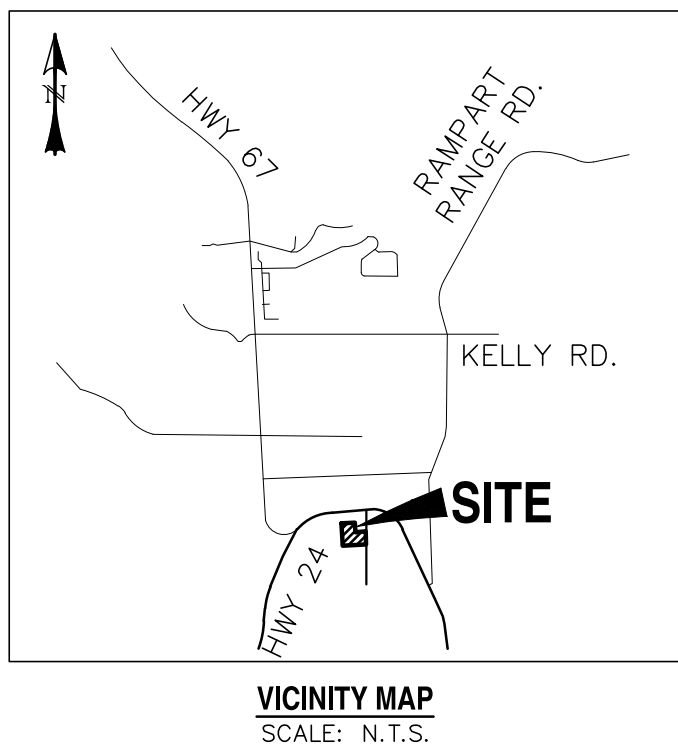
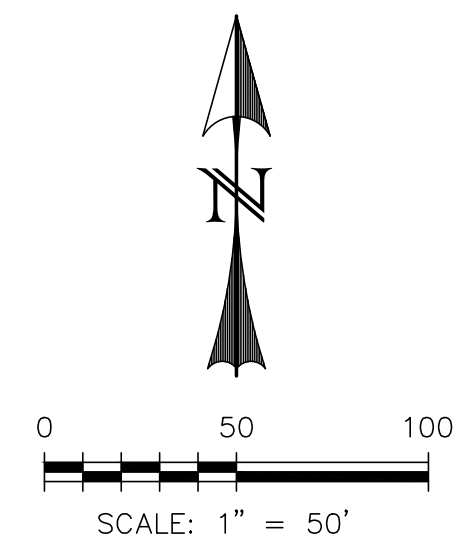
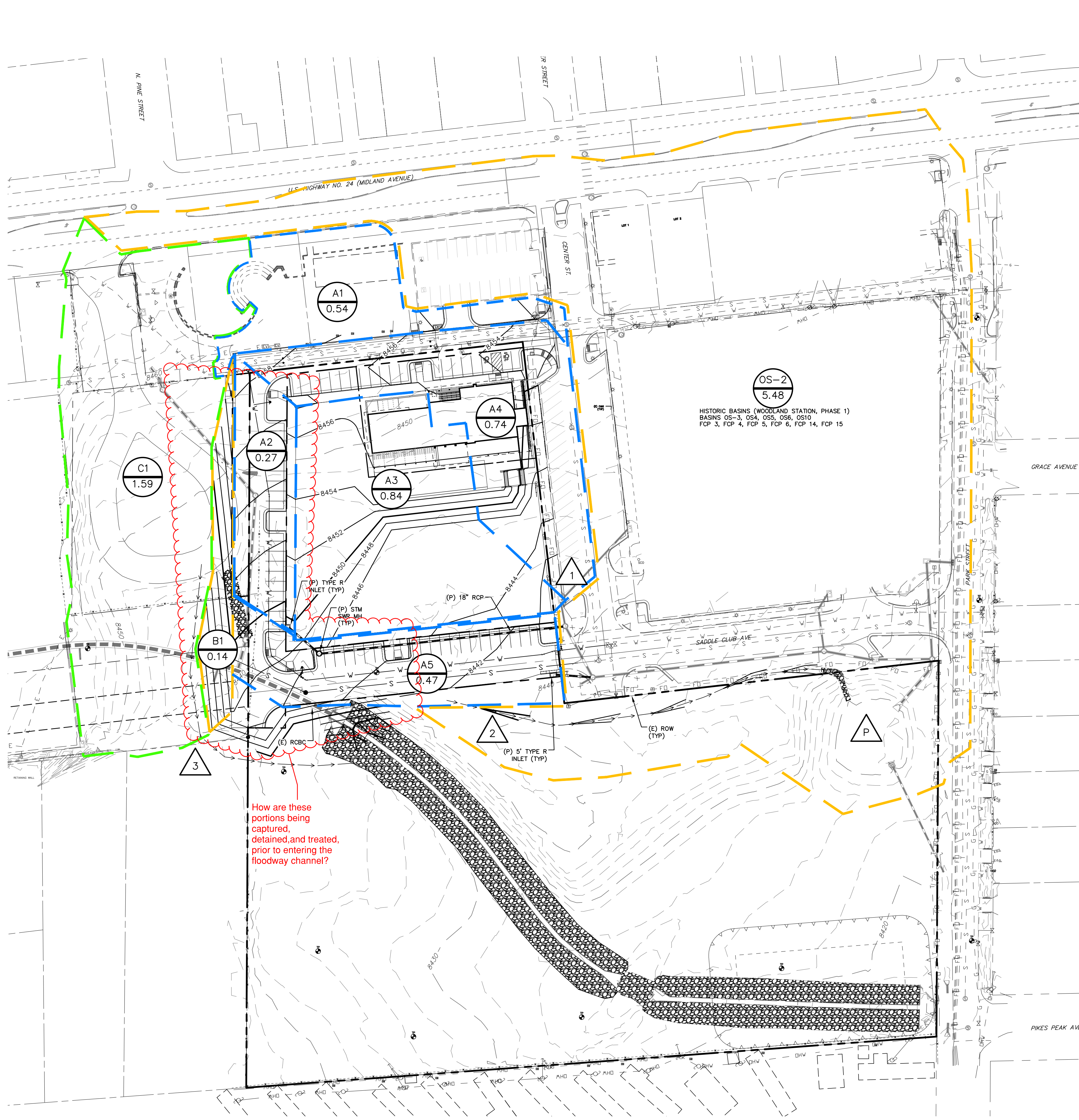
SOURCE CONTROLS

A Grading and Erosion Control Plan will be approved by City of Woodland Park prior to any soil disturbance. The erosion control plan will include specific source control BMP's as well as defined overall site management practices for the construction period. The CDPHE Stormwater Management Plan (SWMP) narrative will address materials storage and spill containment during construction operations.

DRAINAGE METHODOLOGY

This drainage report was prepared in accordance to the criteria established in the City of Woodland Park Drainage Criteria Manual, as revised March 2014.

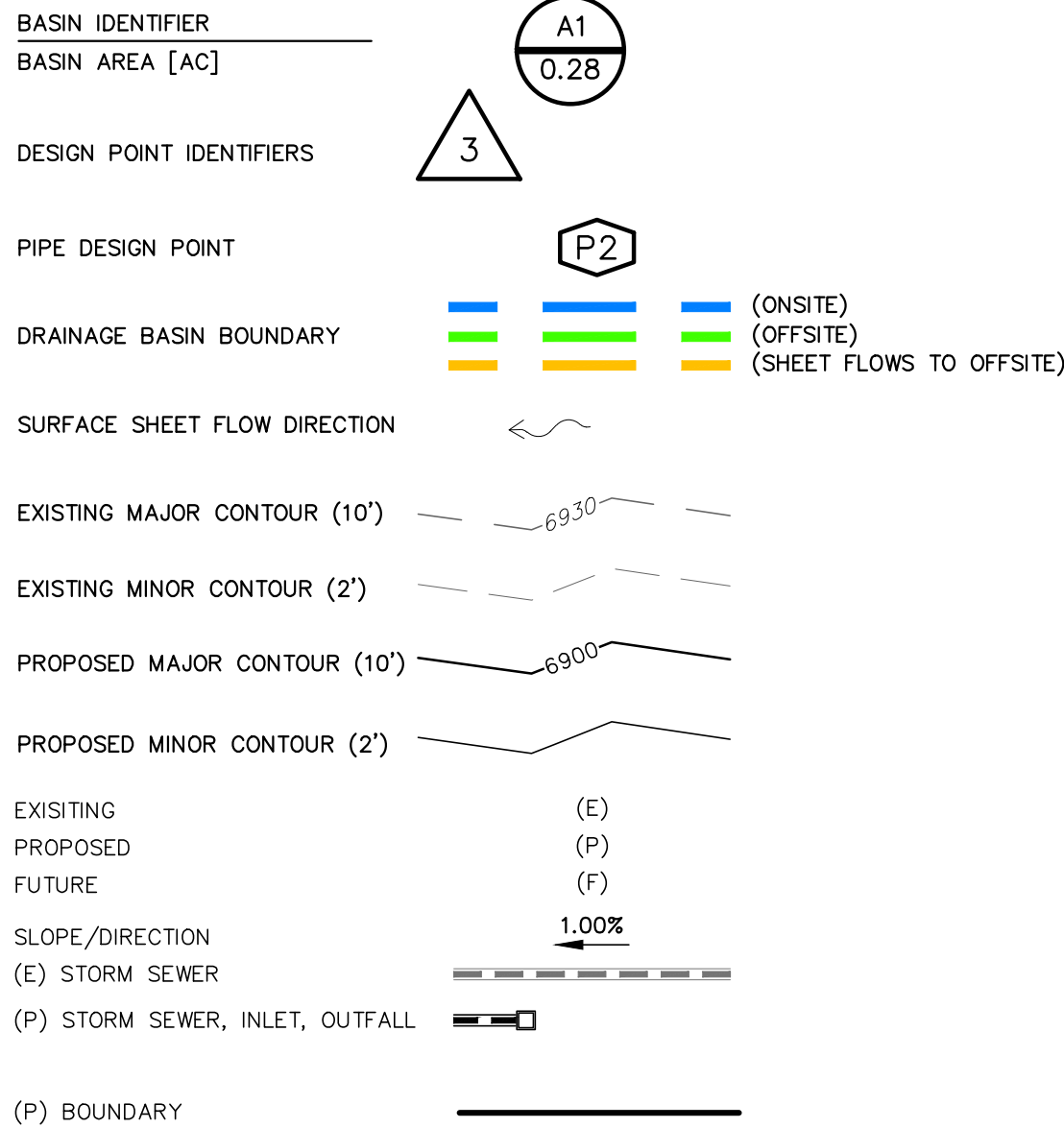
The rational method for drainage basin study areas of less than 130 acres was utilized in the analysis. For the Rational Method, flows were calculated for the 5 and 100-year recurrence intervals. The average runoff coefficients, 'C' values, are taken from Table 6-5 and the Intensity-Duration-Frequency curves are taken from Figure 6-2 of the City's Drainage Criteria Manual. Time of concentration for overland flow and storm drain flow are calculated per Section 4.2 of the City Drainage Criteria Manual. Calculations for the Rational Method are



PROPOSED DRAINAGE BASINS			
BASIN	AREA (ACRES)	Q5 (CFS)	Q100 (CFS)
A1	0.54	1.5	3.7
A2	0.27	1.0	2.2
A3	0.84	2.8	6.2
A4	0.74	2.8	6.2
A5	0.47	1.6	3.7
B1	0.14	0.0	0.3
C1	1.59	2.4	7.1
OS-2	5.48	16.3	38.4

PROPOSED DESIGN POINTS		
DESIGN POINT	Q5 (CFS)	Q100 (CFS)
1	0.7	3.7
2	2.5	7.3
3	3.3	9.7
P-IN	22.7	59.3
P-OUT		

DRAINAGE LEGEND



FINAL STORM SEWER ROUTING AND CALCULATIONS WILL BE DEVELOPED IN FINAL DRAINAGE REPORT

REV.	DESCRIPTION	DATE

Know what's below.

Call 72 hours before you dig.

For more details visit:
www.call811.com

PREPARED FOR:
 TAVA HOUSE PROPERTIES, LLC
 45 LEISURE LANE
 WOODLAND PARK, CO 80863

CATAMOUNT
ENGINEERING

321 W. HENRIETTA AVE WOODLAND PARK, CO 80869
PO BOX 221 (719) 428-2124

TAVA HOUSE
 PROPOSED DRAINAGE MAP

DESIGNED BY: DLM	DRAWN BY: SLP
SCALE: 1"=50'	DATE: 09/07/23
JOB NUMBER: 22-361	SHEET: 2 OF 2

REVIEW COMMENTS



Date: November 2, 2023

Project: TAVA House Preliminary Plat & Preliminary Site Plan Review – Traffic Impact Study

Staff has determined the submitted Site Plan will **require revisions**.

For Municipal Code and Engineering Specification Reference, please visit:

- *City of Woodland Park Municipal Code (CWPMC):*
https://library.municode.com/co/woodland_park/codes/code_of_ordinances
- *City of Woodland Park Drainage Criteria Manual (CWPDCM):*
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A majority of the following comments will need to be addressed when construction drawings are submitted.

Page Label	Comments	Reviewer
15	Since these turn lanes are triggered, an overlay of the turn lanes needs to shown on the site plans to verify geometric of driveways, setbacks, building locations, etc. for phase I of TAVA and future buildout.	Bschmitt

I have also included an Adobe PDF of the Site Plan markups with the above comments noted.

Respectfully,

C. J. Gates

Senior Planner

(719) 687-5209

cgates@city-woodlandpark.org

CDOT Access Code Requirements

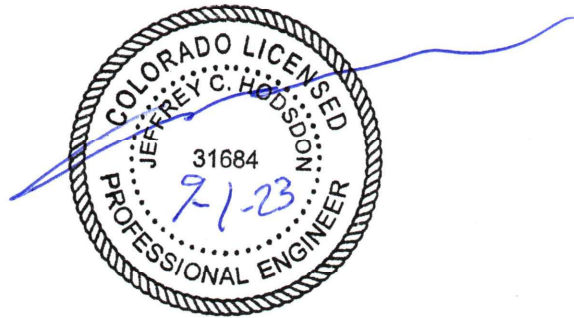
- Based on the **existing** traffic volumes shown in Figure 3 and the criteria contained in the *State of Colorado Highway Access Code* for NR-A Non-Rural Principal Highway, right-turn lanes are required on Midland Avenue (US Hwy 24) approaching Center Street, Park Street, and Fairview Street. However, due to the location of the existing buildings adjacent to Midland Avenue, there is limited opportunity for right-turn lanes to be added.

Since these turn lanes are triggered, an overlay of the turn lanes needs to shown on the site plans to verify geometric of driveways, setbacks, building locations, etc. for phase I of TAVA and future buildout.

Please contact me if you have any questions regarding this report.

Respectfully Submitted,

LSC TRANSPORTATION CONSULTANTS, INC.



By: Jeffrey C. Hodsdon, P.E.
Principal

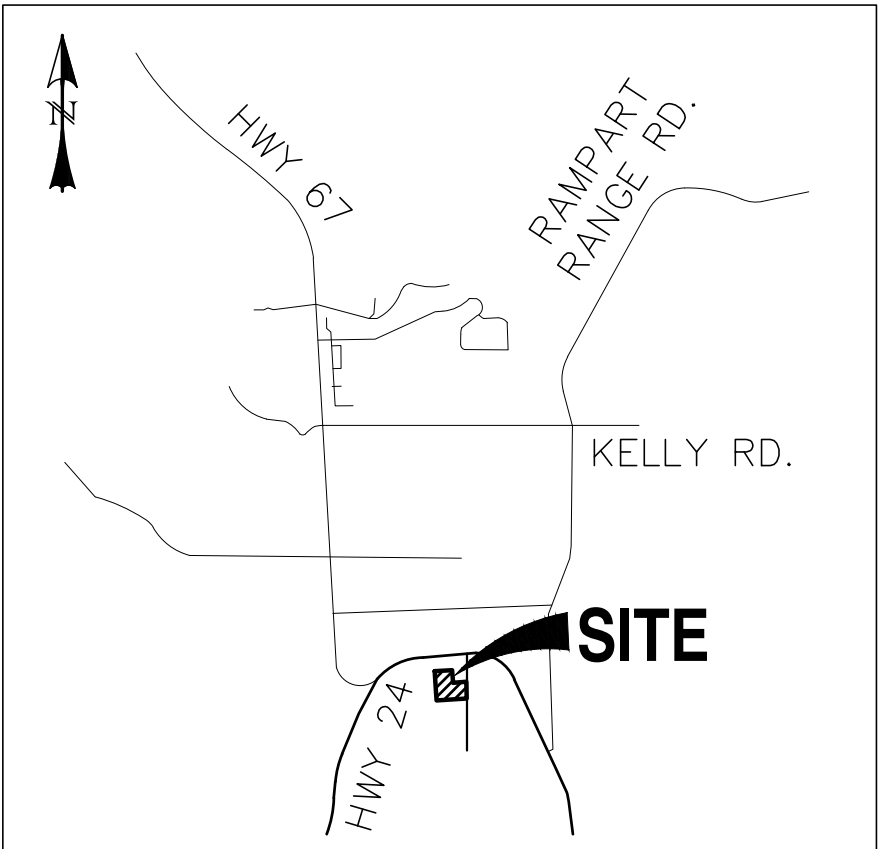
JCH/KDF:jas

Enclosures: Tables 2-3
Figures 1-2
Traffic Count Reports
Level of Service Reports
Queuing Report

TAVA HOUSE

PRELIMINARY PLAT

CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



VICINITY MAP
SCALE: N.T.S.

SITE DATA:

OWNER: TAVA HOUSE PROPERTIES, LLC (THP)

ADDRESS: 201 SADDLE CLUB AVENUE, WOODLAND PARK, CO 80863

PARCEL ID NUMBER: R0055440

LEGAL DESCRIPTION: 24-12-69 PT E2 AS DESCRIBED AT 632409 EXCLUDING WOODLAND STATION 1 AND CONTAINING A TOTAL CALCULATED AREA OF 6.625 ACRES, MORE OR LESS

FLOODPLAIN STATEMENT: A PORTION OF THE "TAVA HOUSE" PROJECT IS WITHIN A DESIGNATED FLOODPLAIN PER F.I.R.M. PANEL NO. 0819C0206D, DATED SEPTEMBER 25, 2009.

EXISTING ZONE: CENTRAL BUSINESS DISTRICT (WOODLAND STATION OVERLAY DISTRICT)

PROPOSED ZONE: NO CHANGE

EXISTING USE: VACANT LOT

PROPOSED USE: RESTAURANT & FUTURE DEVELOPMENT

SITE COVERAGE:

STRUCTURES:	0.00 AC	0.0%
PAVEMENT:	0.90 AC	13.6%
LANDSCAPING/UNDISTURBED:	5.72 AC	86.4%
TOTAL:	6.62 AC	100.0%

BUILDING HEIGHT: 35' TYPICAL
50' MAXIMUM TO BE EVALUATED WITH INDIVIDUAL SITE PLAN SUBMITTALS

BUILDING SETBACKS: COMMERCIAL CENTRAL PLAZA

FRONT = 0'
SIDE = 0'
REAR = 0'
BLDG-BLDG = 10'

PARKING: 8,000 SF X 1/100 SF (RESTAURANT) = 80 SPACES

PARKING PROVIDED: 57 STANDARD STALLS

NEW PARKING: 22 STALLS (S. CENTER STREET)

EXISTING PARKING: 16 STALLS (BERGSTROM PARK)

2 H/C STALLS (BERGSTROM PARK)

PARKING STALLS PROVIDED: 95 STANDARD STALLS

4 H/C STALLS

TOTAL PARKING STALLS PROVIDED: 99

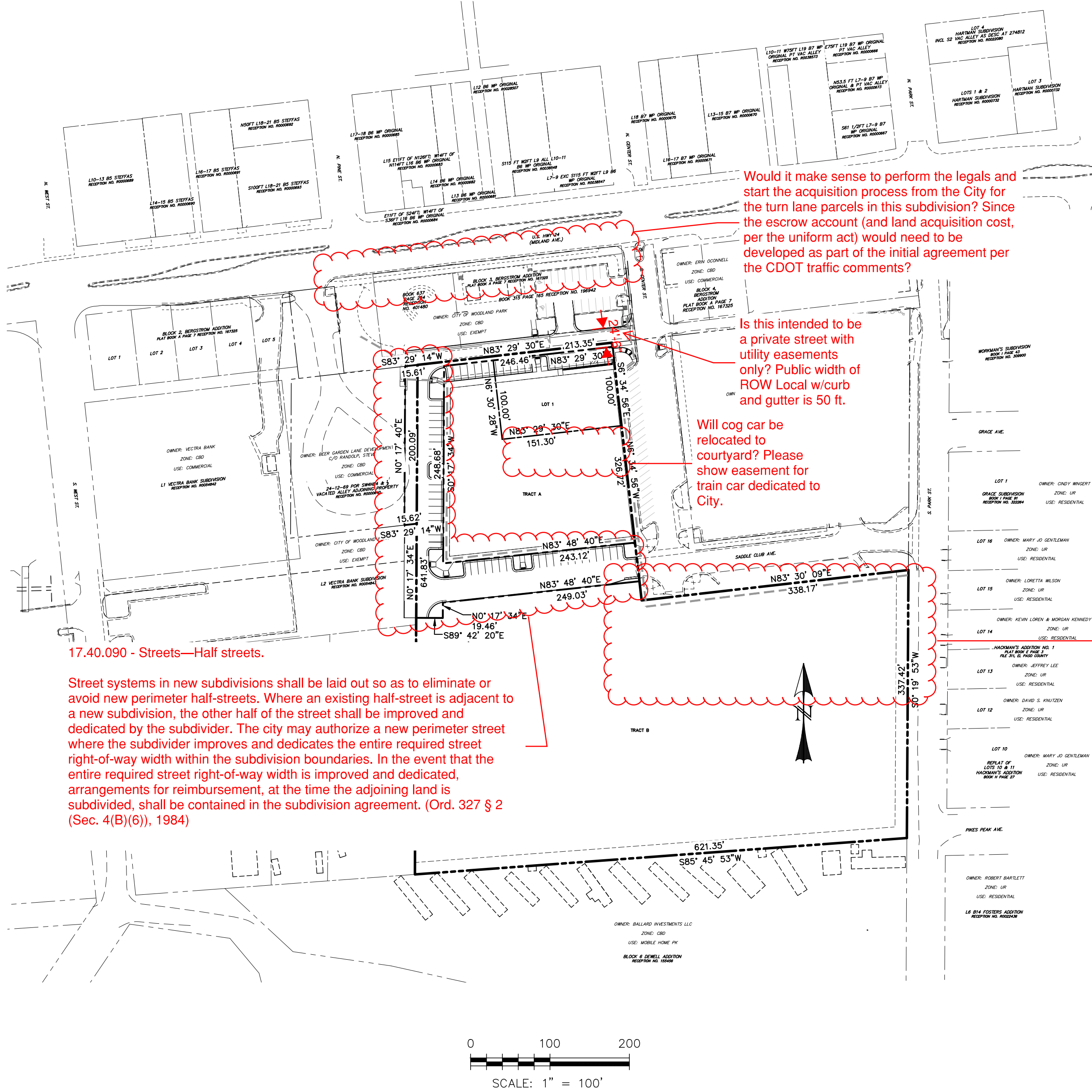
SCHEDULE:

BEGIN - SPRING 2024

END - SPRING 2025

LEGEND

EXISTING	(E)
PROPOSED	(P)
FUTURE	(F)
CURB AND GUTTER	C&G
EASEMENT	ESMT
DRAINAGE	DR
ELECTRIC	ELEC
TELEPHONE	TELE
PUBLIC	PUB
PRIVATE	PVT
PUBLIC IMPROVEMENT	PI
UNDERGROUND	UG
UTILITY	UT
SANITARY	SAN
SEWER	SWR
STORM	STM
WATER	WTR
FULL-SPECTRUM EXTENDED DETENTION BASIN	FS-EDB
BOUNDARY	---
RIGHT-OF-WAY	---
LOT LINE	---
EASEMENT	---
(E) CONTOUR, INDEX	---8200---
(E) CONTOUR	---
FLOODWAY	---FDWY---
FLOODPLAIN BOUNDARY - ZONE: AE	---Z-AE---
FLOODPLAIN BOUNDARY - ZONE: X	---Z-X---
(E) UG ELECTRIC	---E---E---E---
(E) GAS MAIN	---G---G---G---
(E) FIBER OPTIC	---FO---FO---FO---
(E) UG TELEPHONE	---T---T---T---
(E) STORM SEWER, INLET, MH	---S---S---S---
(E) SANITARY MAIN, MH	---W---W---W---
(E) WATER MAIN, VALVE, FH	---W---W---W---
(P) CONTOUR, INDEX	---8200---
(P) CONTOUR	---
(P) STORM SEWER, INLET, MH	---
CURB TYPE CALL-OUT	1



Would it make sense to perform the legals and start the acquisition process from the City for the turn lane parcels in this subdivision? Since the escrow account (and land acquisition cost, per the uniform act) would need to be developed as part of the initial agreement per the CDOT traffic comments?

Is this intended to be a private street with utility easements only? Public width of ROW Local w/curb and gutter is 50 ft.

Will cog car be relocated to courtyard? Please show easement for train car dedicated to City.

How is the storm water addressed in the temporary condition? Shouldnt this be a Tract and replatted during final buildout?

17.40.090 - Streets—Half streets.

Street systems in new subdivisions shall be laid out so as to eliminate or avoid new perimeter half-streets. Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be improved and dedicated by the subdivider. The city may authorize a new perimeter street where the subdivider improves and dedicates the entire required street right-of-way width within the subdivision boundaries. In the event that the entire required street right-of-way width is improved and dedicated, arrangements for reimbursement, at the time the adjoining land is subdivided, shall be contained in the subdivision agreement. (Ord. 327 § 2 (Sec. 4(B)(6)), 1984)

AGENCY CONTACTS:

OWNER:	TAVA HOUSE PROPERTIES, LLC (THP) WOODLAND PARK, CO 80863
WOODLAND PARK:	CITY OF WOODLAND PARK DEPARTMENT OF PLANNING KAREN SCHEMINKE 220 W. SOUTH AVE WOODLAND PARK, CO 80866 (719) 687-5202
ENGINEER:	CATAMOUNT ENGINEERING 321 W. HENRIETTA AVE SUITE A WOODLAND PARK, CO 80866 DAVID L. MUIRHEAD, PE (719) 337-8351
SURVEYOR:	RAMPART SURVEYS, LLC 1050 TAMARAC PKWY WOODLAND PARK, CO 80863 ERIC SIMONSEN, PLS (719) 687-0920
ARCHITECT:	ECHO ARCHITECTURE, LLC 4 S. WASHINGTON AVENUE SUITE 120 COLORADO SPRINGS, CO 80903 RYAN LLOYD, (719) 367-7636
WATER/SEWER:	CITY OF WOODLAND PARK UTILITY DEPARTMENT 220 W. SOUTH AVENUE WOODLAND PARK, CO 80866 KIP WILEY (719) 687-5208
ELECTRIC:	IREA/CORE DAVID COKER (720) 733-5486
GAS:	BLACK HILLS ENERGY (719) 546-5812
BAJA BROADBAND:	WILLIAM TRUJILLO William.Trujillo@dstelecom.com
TELEPHONE:	CENTURY LINK BILL GATTI (719) 502-1019

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DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

SHEET INDEX:

COVER SHEET	1 OF 6
PRELIMINARY PLAT	2 OF 6
SITE PLAN	3 OF 6
PRELIMINARY GRADING PLAN	4 OF 6
PRELIMINARY UTILITY PLAN	5 OF 6
DETAIL SHEET	6 OF 6

REV.	DESCRIPTION	DATE

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45 LEISURE LANE
WOODLAND PARK, CO 80863

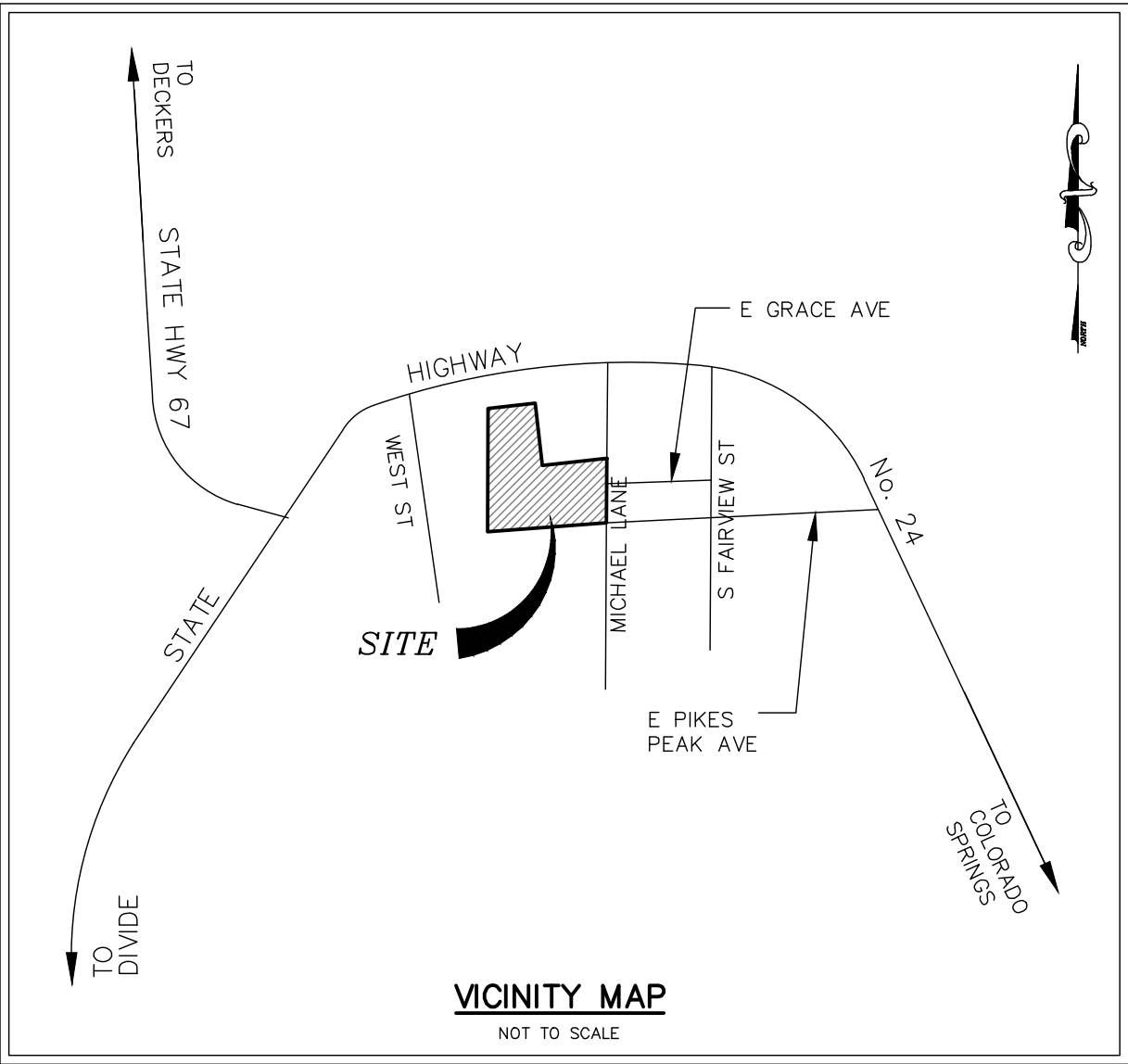
NOT FOR
CONSTRUCTION

CATAMOUNT
ENGINEERING
321 W. HENRIETTA AVE
WOODLAND PARK, CO 80866
PO BOX 221 (719) 687-2124

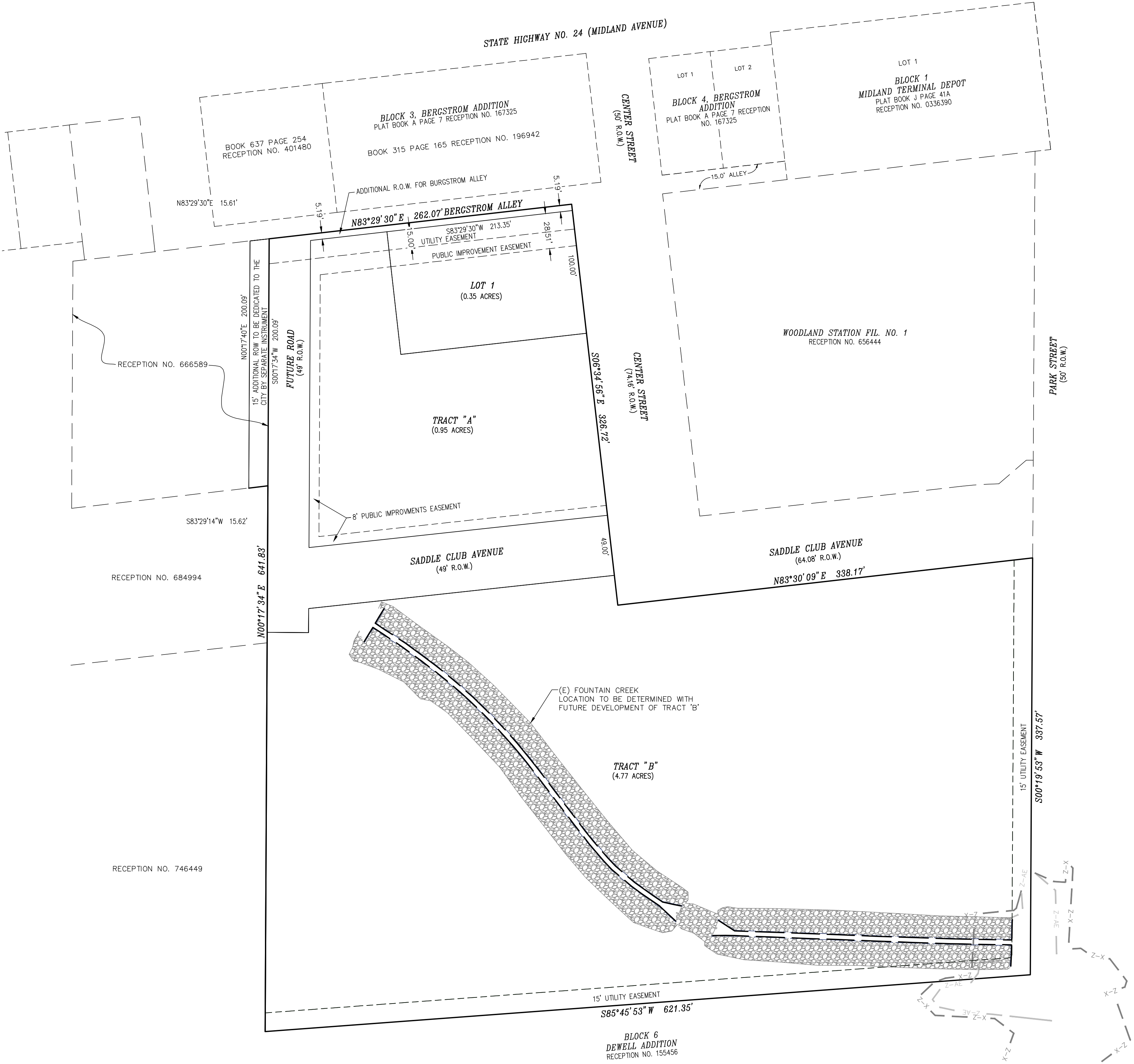
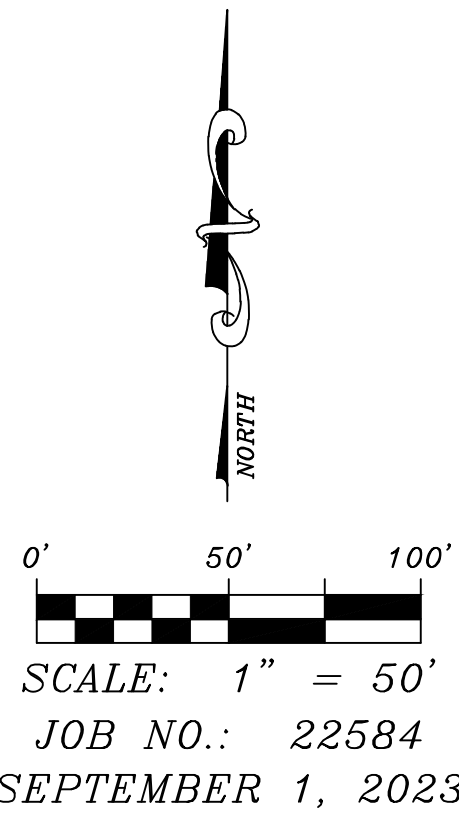
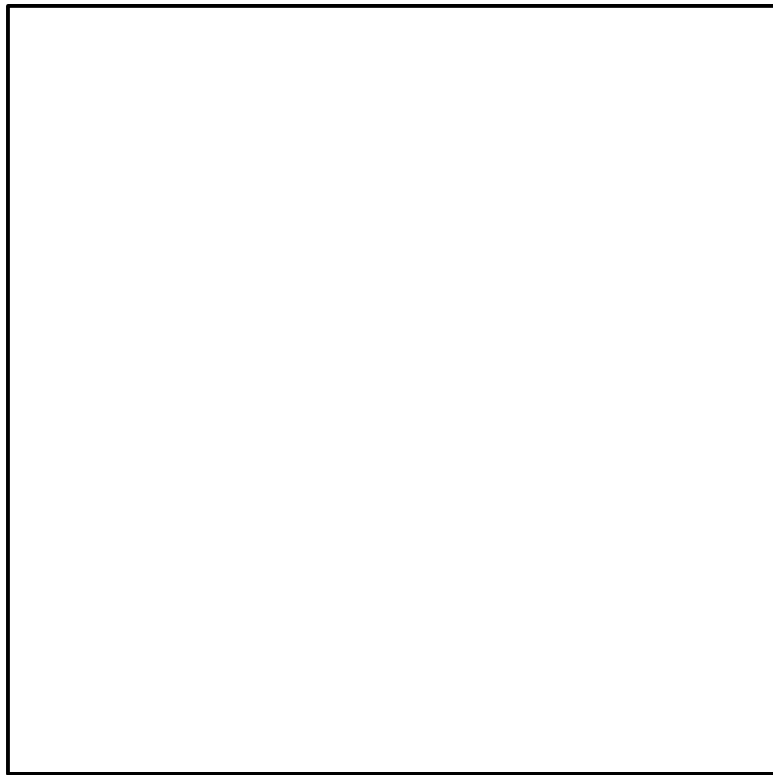
VIEW AT WOODLAND PARK
PRELIMINARY PLAT

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 100'	DATE:	08/30/23
JOB NUMBER	22-365	SHEET	1 OF 6

PRELIMINARY PLAT
WOODLAND STATION FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



CITY COMMENTS



THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE SUBJECT PROPERTY AND THAT THE UNDERSIGNED SHALL ABIDE BY THE PROVISION AS SPECIFIED UPON THIS PRELIMINARY PLAT AS PRESENTED AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK CITY COUNCIL IN RENDERING ITS APPROVAL.

MARK WEAVER, MEMBER DATE
TAVA HOUSE PROPERTIES, LLC

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS PRELIMINARY PLAT WAS APPROVED SUBJECT TO CONDITIONS CONTAINED HEREIN BY THE CITY OF WOODLAND PARK CITY COUNCIL ON SEPTEMBER 1, 2023, AFTER A PROPERLY CONDUCTED PUBLIC HEARING HELD ON SEPTEMBER 1, 2023.

CITY PLANNER, CITY OF WOODLAND PARK DATE

SUBDIVIDER
MARK WEAVER
TAVA HOUSE PROPERTIES, LLC
750 E. HWY 24, STE. 202D
WOODLAND PARK, CO 80863
(719) 266-2324

OWNER
TAVA HOUSE PROPERTIES, LLC
P.O. BOX 5044
WOODLAND PARK, CO 80863
(719) 687-0800

PROFESSIONAL LAND SURVEYOR
ERIC R. SIMONSON
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

DESIGNER
DAVID MIJARES
CATAMOUNT ENGINEERING
P.O. BOX 221
WOODLAND PARK, CO 80863
(719) 426-2124

LEGEND - LOTS

LOT	LAND USE	GROSS ACREAGE OF TRACT
1	COMMERCIAL	0.35

LEGEND - TRACTS

TRACT	LAND USE	GROSS ACREAGE OF TRACT
A	UTILITY EASEMENT & FUTURE DEVELOPMENT	0.95
B	UTILITY EASEMENT & FUTURE DEVELOPMENT	4.77

AREA SUMMARY:

TOTAL AREA OF PROJECT = 6.62 ACRES
TOTAL AREA OF LOTS = 0.35 ACRES
TOTAL AREA OF TRACTS = 5.72 ACRES
TOTAL AREA OF R.O.W. = 0.55 ACRES

FLOOD PLAIN CERTIFICATION:

ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 0819020206D (EFFECTIVE DATE: SEPTEMBER 25, 2009), REVISED TO REFLECT LOWR EFFECTIVE; MARCH 11, 2010, THE MAJORITY OF THE DESCRIBED AREA IS LOCATED WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THE SOUTHEAST CORNER OF TRACT B IS IN BOTH ZONE AE (BASE FLOOD ELEVATION DETERMINED) AND ZONE X (A SPECIAL FLOOD HAZARD AREA, AN AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE WITH FLOOD DISCHARGE CONTAINED IN STRUCTURE).

SHEET INDEX:

COVER SHEET
PRELIMINARY PLAT
SITE PLAN
PRELIMINARY GRADING PLAN
PRELIMINARY UTILITY PLAN
DETAIL SHEET

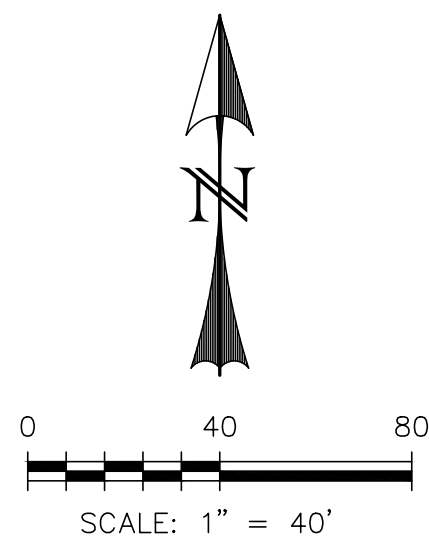
1 OF 6
2 OF 6
3 OF 6
4 OF 6
5 OF 6
6 OF 6

PRELIMINARY PLAT - WOODLAND STATION FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

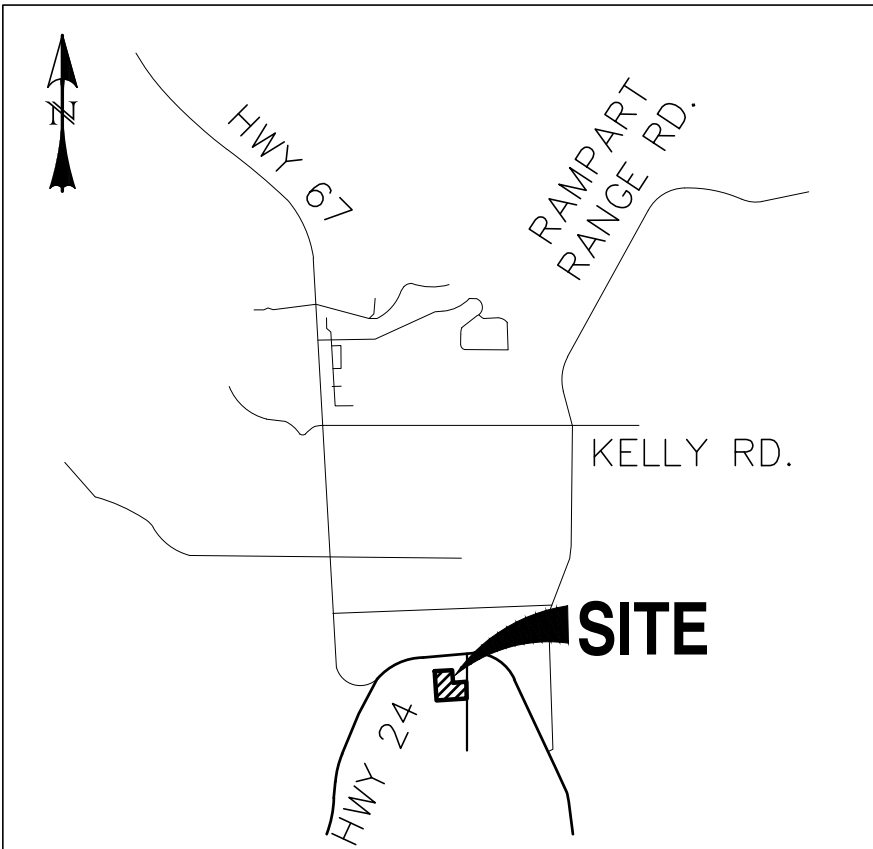
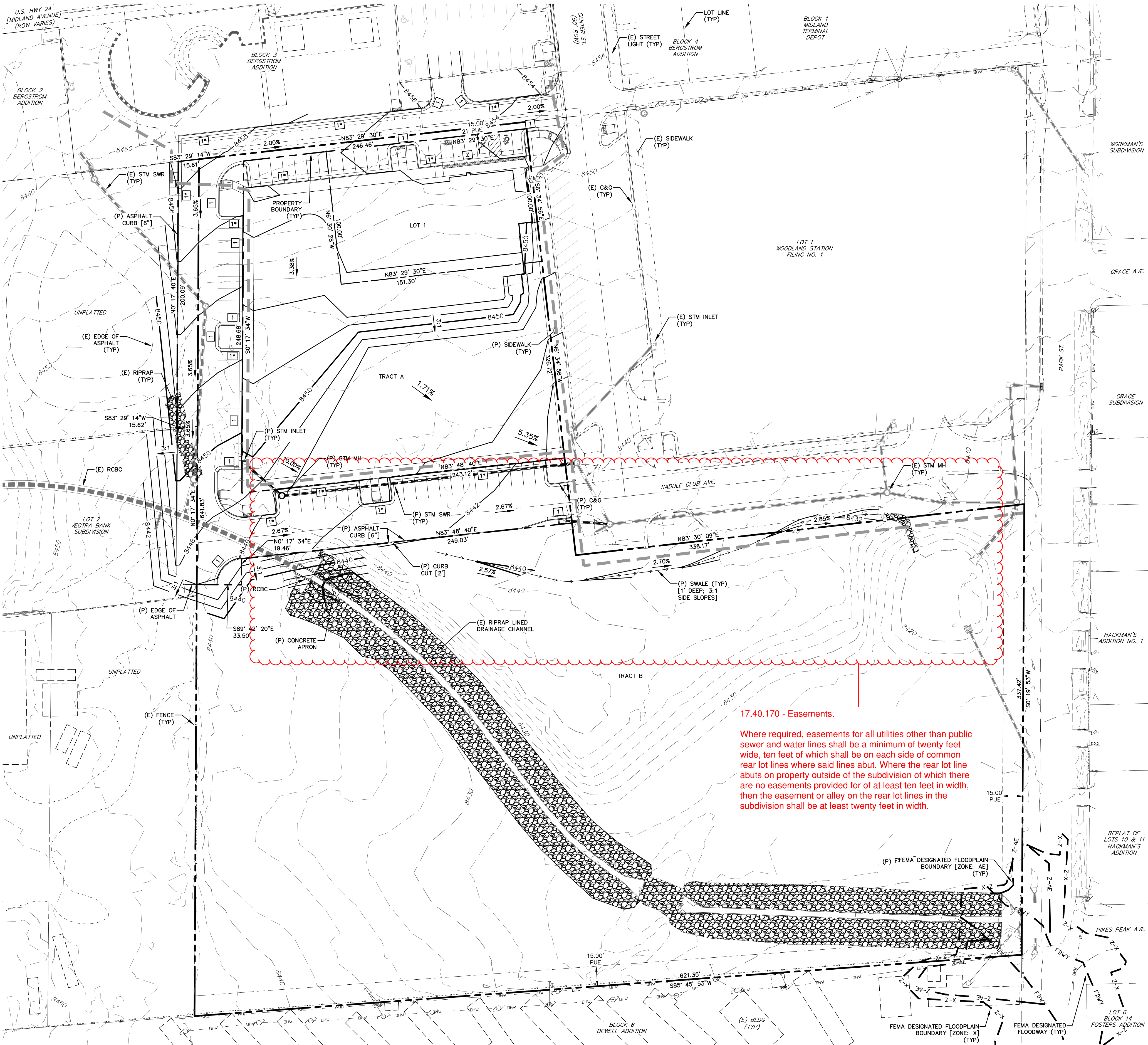
P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 22584 PP.DWG PAGE 2 OF 6



LEGEND

EXISTING	(E)
PROPOSED	(P)
FUTURE	(F)
CURB AND GUTTER	C&G
EASEMENT	ESMT
DRAINAGE	DR
PUBLIC IMPROVEMENT	PI
PUBLIC	PUB
PRIVATE	PVT
UNDERGROUND	UG
UTILITY	UT
SANITARY	SAN
SEWER	SWR
WATER	WTR
BOUNDARY	
RIGHT-OF-WAY	
LOT LINE	
EASEMENT	
(E) CONTOUR, INDEX	
(E) CONTOUR	
FLOODWAY	
FLOODPLAIN BOUNDARY - ZONE: AE	
FLOODPLAIN BOUNDARY - ZONE: X	
(P) CONTOUR, INDEX	
(P) CONTOUR	
(E) UG ELECTRIC	
(E) GAS MAIN	
(E) FIBER OPTIC	
(E) UG TELEPHONE	
(E) STORM SEWER, INLET, MH	
(E) SANITARY MAIN, MH	
(E) WATER MAIN, VALVE, FH	
(P) STORM SEWER, INLET, MH	
CURB TYPE CALL-OUT	



VICINITY MAP
SCALE: N.T.S.

SHEET INDEX:

COVER SHEET	1 OF 6
PRELIMINARY PLAT	2 OF 6
SITE PLAN	3 OF 6
PRELIMINARY GRADING PLAN	4 OF 6
PRELIMINARY UTILITY PLAN	5 OF 6
DETAIL SHEET	6 OF 6

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DATE _____ OWNER(S) _____

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DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

17.40.170 - Easements.

Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot line abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet in width.

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

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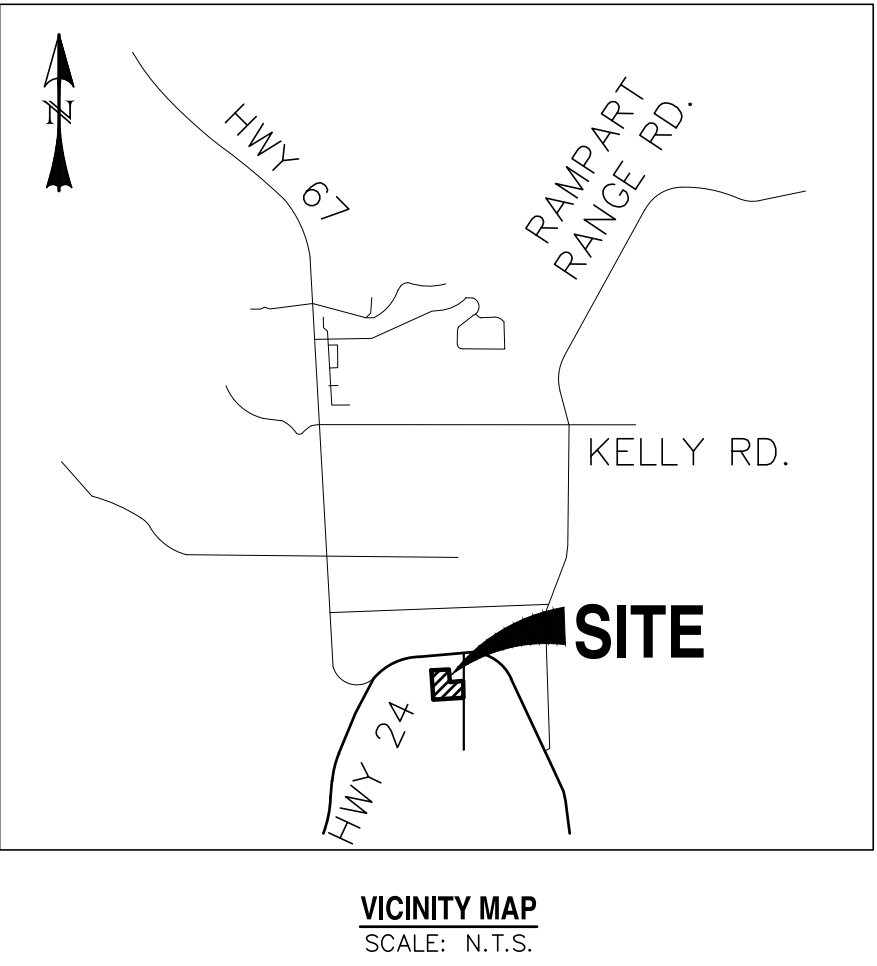
PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION



TAVA HOUSE
PRELIMINARY PLAT
(PRELIMINARY GRADING PLAN)

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 40'	DATE:	08/30/23
JOB NUMBER	22-361	SHEET	4 OF 6



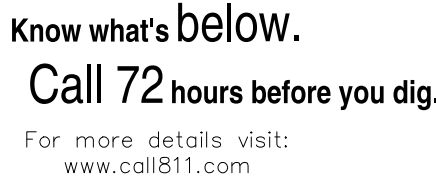
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DATE	CITY PLANNER CITY OF WOODLAND PARK
------	---------------------------------------

LEGEND	
EXISTING	(E)
PROPOSED	(P)
CURB AND GUTTER	C&G
EASEMENT	ESMT
DRAINAGE	DR
PUBLIC IMPROVEMENT	PI
PUBLIC	PUB
PRIVATE	PVT
UNDERGROUND	UG
UTILITY	UT
SANITARY	SAN
SEWER	SWR
WATER	WTR
(P) PARKING STALLS	⑫
BOUNDARY	_____
RIGHT-OF-WAY	_____
LOT LINE	_____
EASEMENT	_____
(E) UG ELECTRIC	— E — E — E —
(E) GAS MAIN	— G — G — G —
(E) FIBER OPTIC	— FD — FD — FD —
(E) UG TELEPHONE	— T — T — T —
FLOODWAY	_____ FDBW _____
FLOODPLAIN BOUNDARY — ZONE: AE	_____ Z-AE _____
FLOODPLAIN BOUNDARY — ZONE: X	_____ Z-X _____
(E) STORM SEWER, INLET, MH	_____
(E) SANITARY MAIN, MH	— S — S — S —
(E) WATER MAIN, VALVE, FH	— W — W — W —
(P) SANITARY MAIN, MH	— S — S — S —
(P) STORM SEWER, INLET, MH	_____
(P) WATER MAIN, VALVE, FH	— W — W — W —

REV.	DESCRIPTION	DATE



PREPARED FOR:

TAVA HOUSE PROPERTIES, LLC

45 LEISURE LANE
WOODLAND PARK, CO 80863

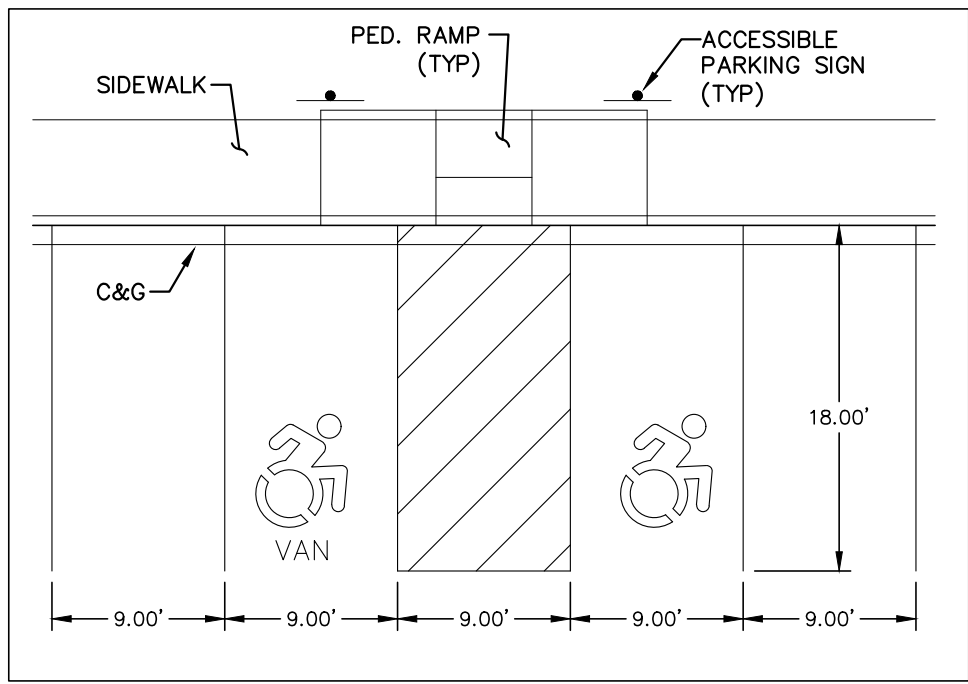
NOT FOR
CONSTRUCTION



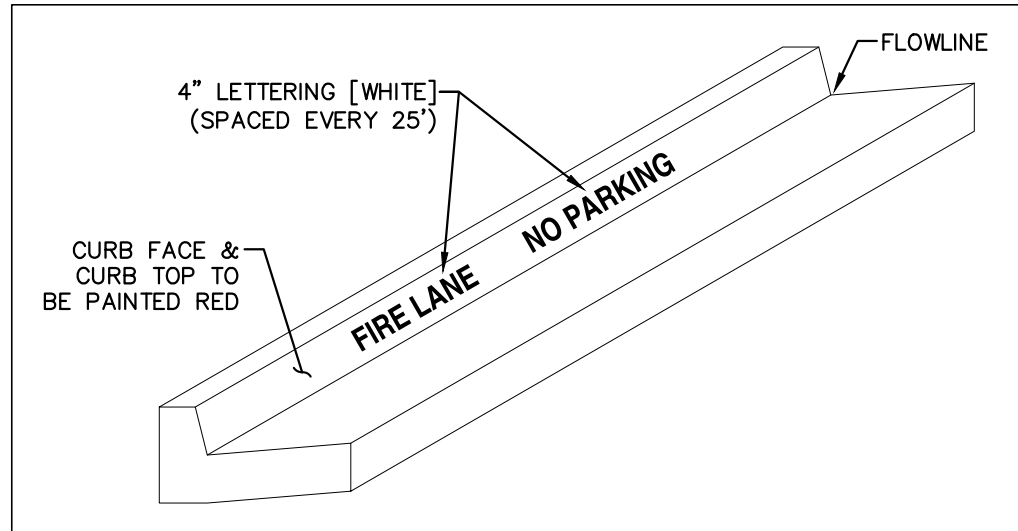
TAVA HOUSE

PRELIMINARY PLAT
(PRELIMINARY UTILITY PLAN)

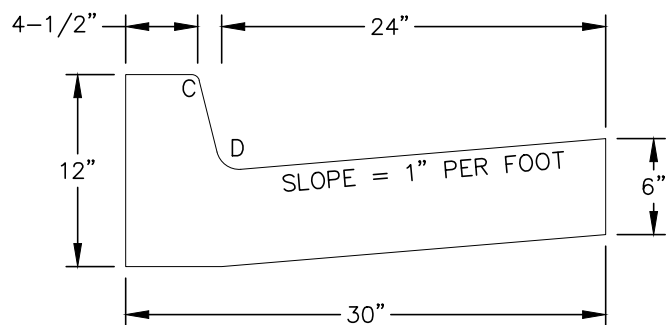
DESIGNED BY: DLM	DRAWN BY: MGP
SCALE: 1" = 40'	DATE: 08/30/23
JOB NUMBER	SHEET
22-361	5 OF 6



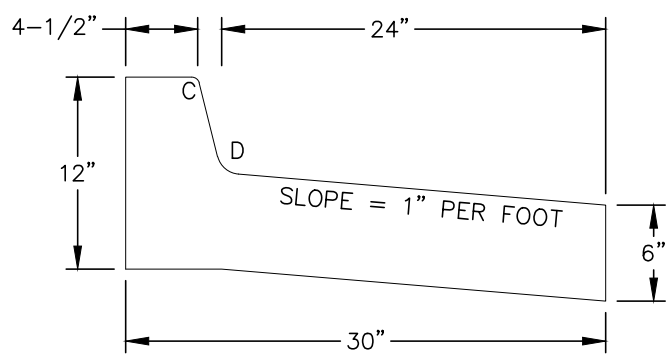
HANDICAP PARKING STALL DETAIL
SCALE: N.T.S.



FIRE LANE CURB MARKING DETAIL
SCALE: N.T.S.



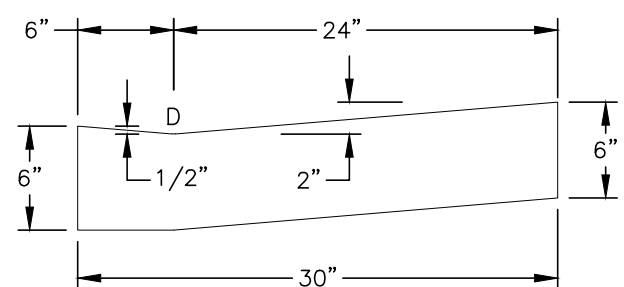
TYPE 1
6" VERTICAL CURB & GUTTER
SCALE: N.T.S.



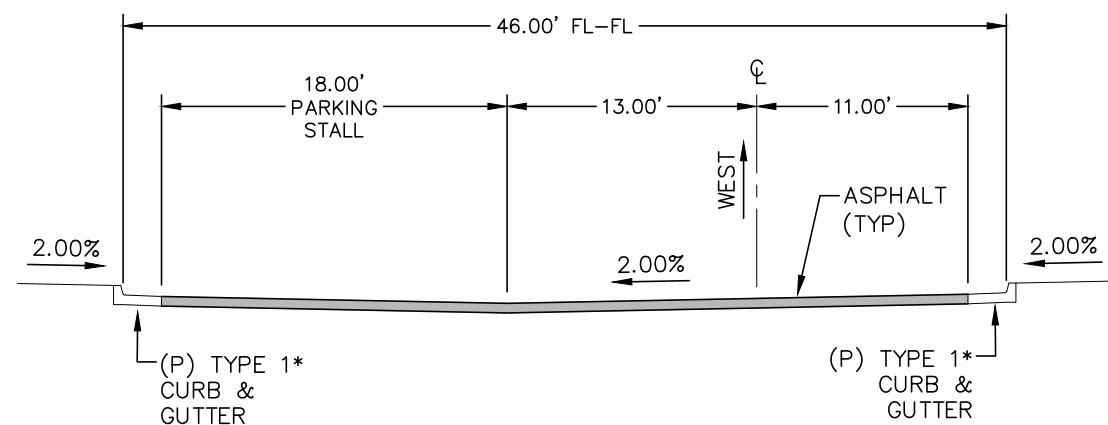
TYPE 1*
6" VERTICAL CURB & GUTTER [SPILL]
SCALE: N.T.S.

RADII LEGEND:

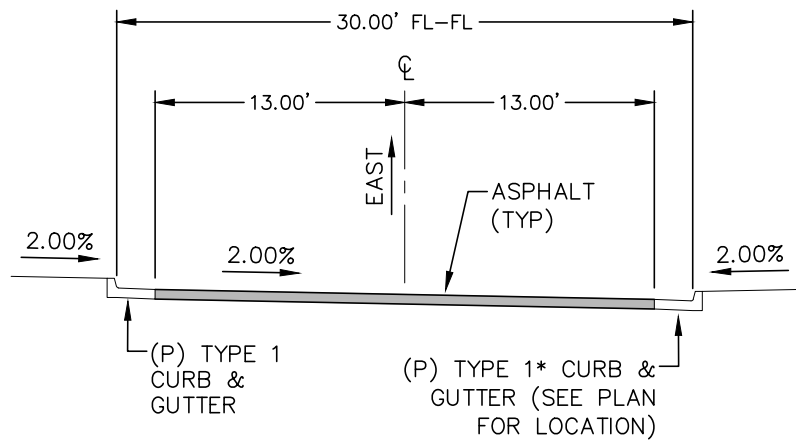
- A = 1/4"
C = 1-1/2"
D = 2"



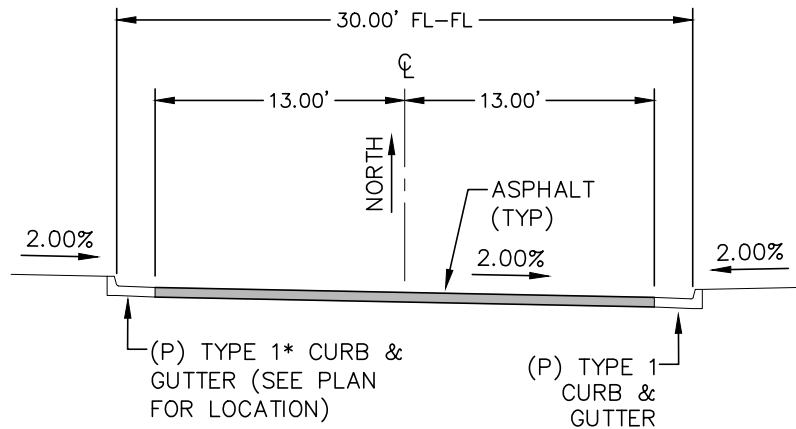
TYPE 2
ZERO FACE CURB & GUTTER
SCALE: N.T.S.



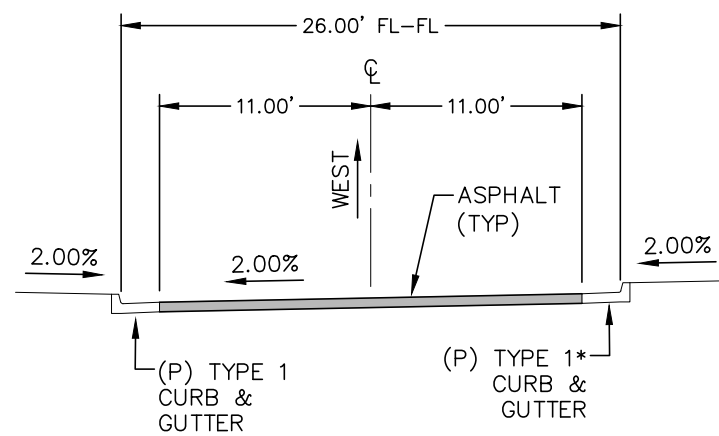
TYPICAL SECTION - NORTH ACCESS DRIVE [PRIVATE]
(WITH PARKING)
SCALE: N.T.S.



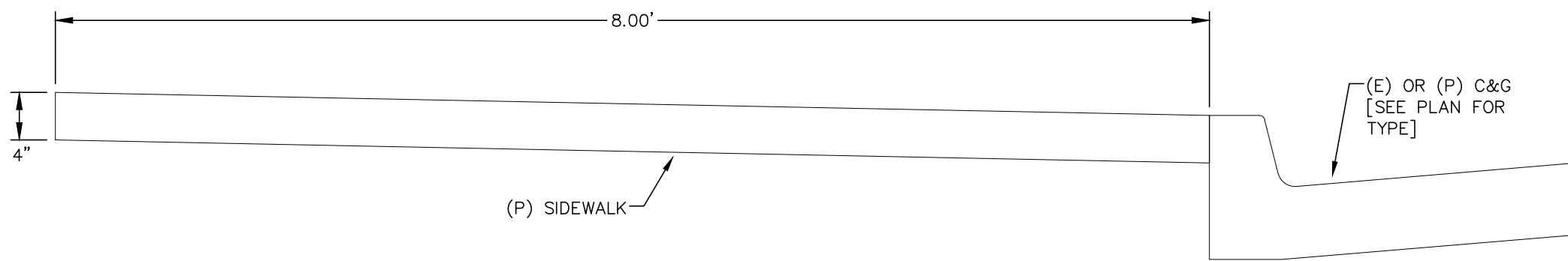
TYPICAL SECTION - SADDLE CLUB AVENUE
SCALE: N.T.S.



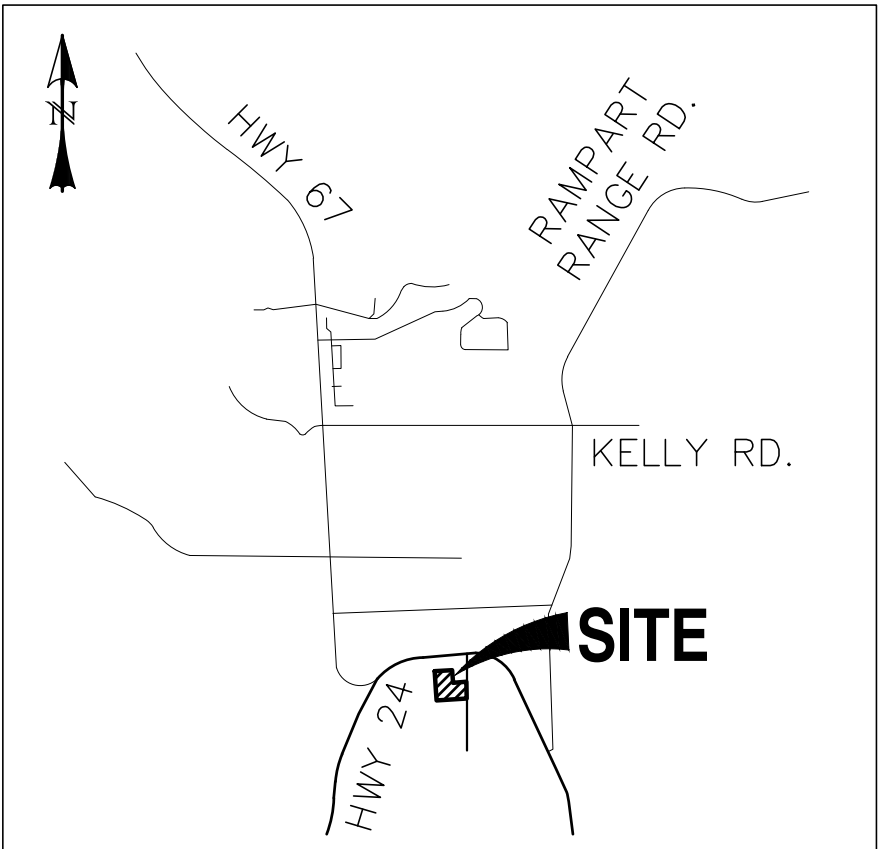
TYPICAL SECTION - WEST ACCESS DRIVE [PRIVATE]
SCALE: N.T.S.



TYPICAL SECTION - NORTH ACCESS DRIVE [PRIVATE]
SCALE: N.T.S.



SIDEWALK DETAIL
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

SHEET INDEX:

COVER SHEET	1 OF 6
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DATE CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

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PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION

CATAMOUNT
ENGINEERING
321 W. HENRIETTA AVE WOODLAND PARK, CO 80861
PO BOX 221 (719) 428-2124

TAVA HOUSE
PRELIMINARY PLAT
(DETAIL SHEET)

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 100'	DATE:	08/30/23
JOB NUMBER	22-365	SHEET	6 OF 6

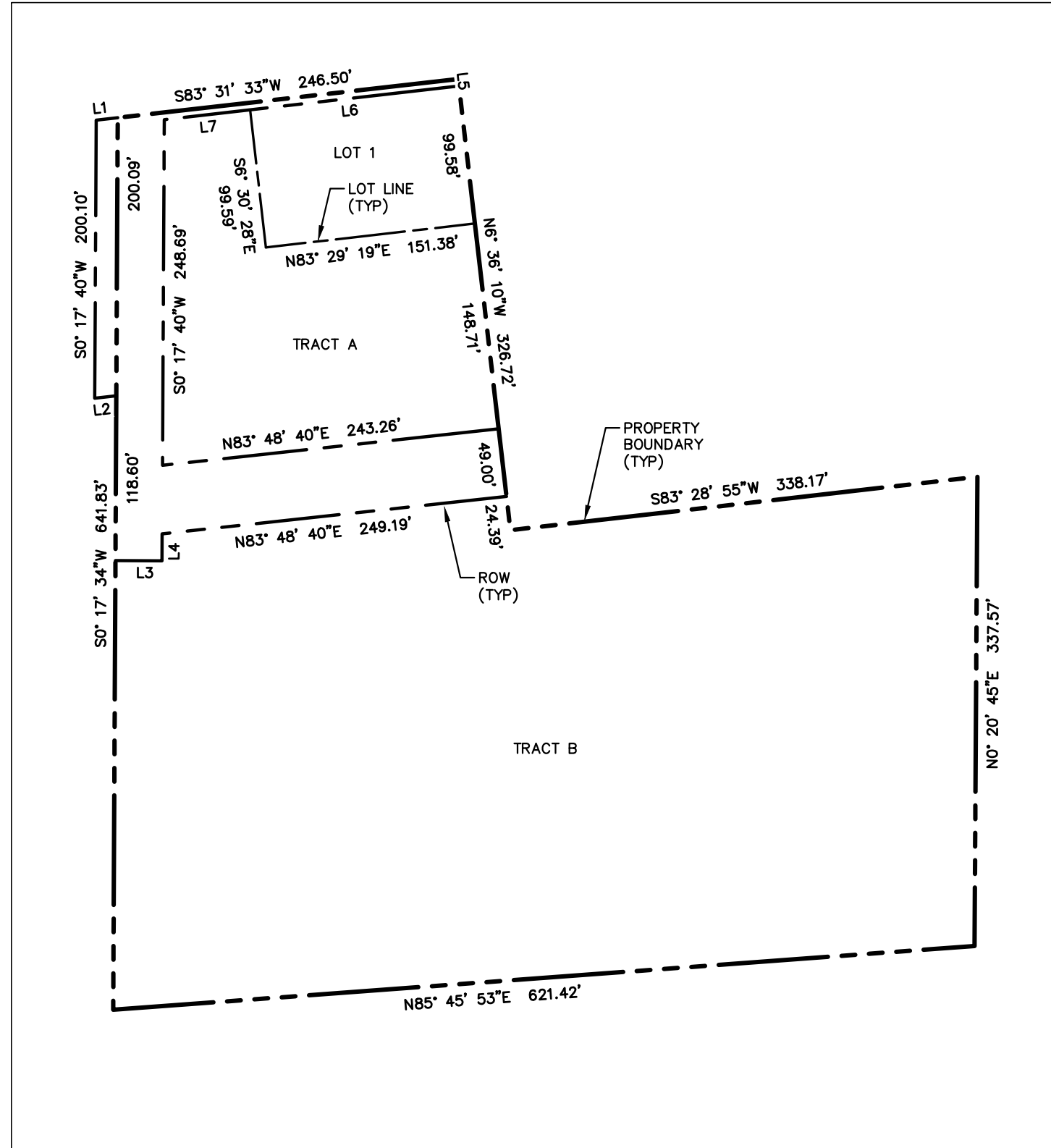
A map showing the location of the 'SITE'. The site is marked with a black rectangle and labeled 'SITE' in bold. It is situated at the intersection of Highway 24 and Kelly Rd. Highway 67 runs vertically through the center of the map. Rampart Range Rd. runs diagonally from the top right towards the center. A north arrow is located in the top left corner.

The map shows Block 1 bounded by U.S. Highway No. 24 (Oakland Avenue) to the north, Main Street to the east, and various other streets to the south and west. Lots are numbered 1 through 16. Various easements are shown, including utility easements, railroad easements, and parking areas. A red cloud highlights a specific area within Lot 1, which appears to be a courtyard or parking area. A callout box points to this area with the text: "Will cog car be relocated to courtyard, since this is directly impacted by this site development? Please show easement for train car dedicated to City."

0 100 200

SCALE: 1" = 100'

SITE PLAN

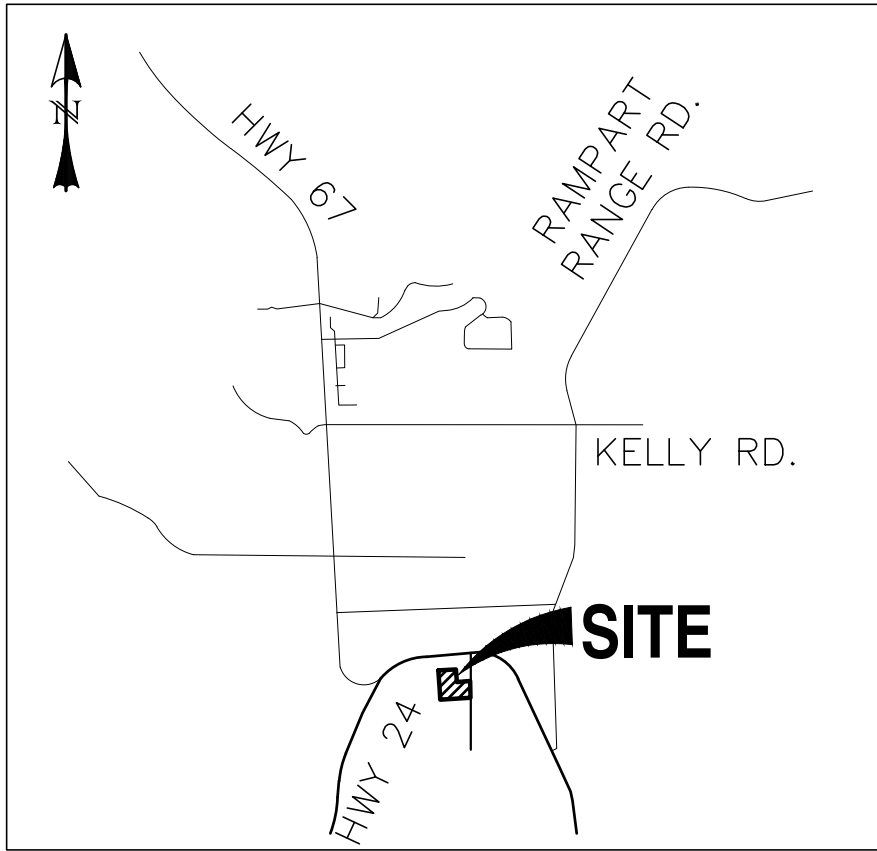
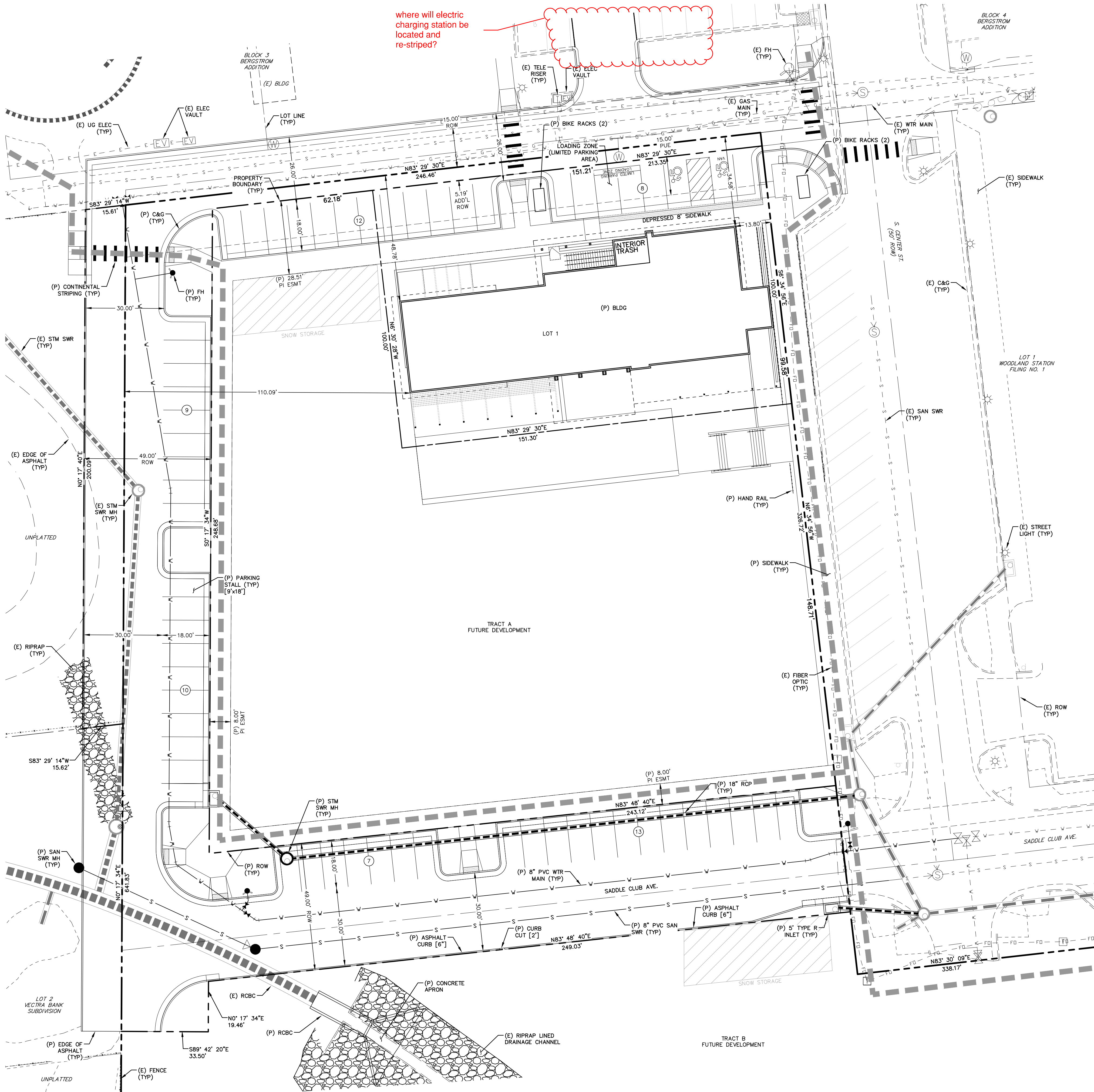


PROPERTY BOUNDARY DETAIL
SCALE: 1" = 100'

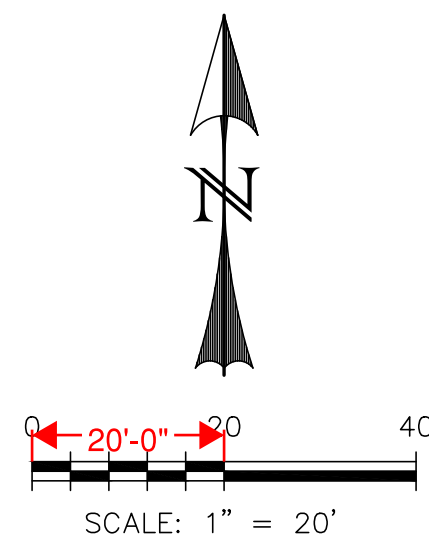
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S83° 31' 33"W	15.61
L2	N83° 29' 14"E	15.62
L3	S89° 42' 20"E	33.50
L4	N0° 17' 40"E	19.46
L5	N6° 36' 10"W	5.04
L6	S83° 29' 32"W	151.22
L7	S83° 29' 32"W	62.18

LEGEND

- (E) EXISTING
(P) PROPOSED
CURB AND GUTTER
EASEMENT
DRAINAGE
PUBLIC IMPROVEMENT
PUBLIC
PRIVATE
UNDERGROUND
UTILITY
SANITARY
SEWER
WATER
(P) PARKING STALLS
BOUNDARY
RIGHT-OF-WAY
LOT LINE
EASEMENT
(E) UG ELECTRIC
(E) GAS MAIN
(E) FIBER OPTIC
(E) UG TELEPHONE
(E) STORM SEWER, INLET, MH
(E) SANITARY MAIN, FH
(E) WATER MAIN, VALVE, FH
(P) SANITARY MAIN, MH
(P) STORM SEWER, INLET, MH
(P) WATER MAIN, VALVE, FH
- (E) UG ELECTRIC
(E) GAS MAIN
(E) FIBER OPTIC
(E) UG TELEPHONE
(E) STORM SEWER, INLET, MH
(E) SANITARY MAIN, FH
(E) WATER MAIN, VALVE, FH
(P) SANITARY MAIN, MH
(P) STORM SEWER, INLET, MH
(P) WATER MAIN, VALVE, FH



VICINITY MAP
SCALE: N.T.S.



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PRELIMINARY UTILITY PLAN	4 OF 11
DETAIL SHEET	5 OF 11
ARCHITECTURAL DRAWINGS	6 OF 11
ARCHITECTURAL DRAWINGS	7 OF 11
ARCHITECTURAL DRAWINGS	8 OF 11
LANDSCAPE PLAN	9 OF 11
LANDSCAPE PLAN	10 OF 11
PHOTOMETRIC / LIGHTING PLAN	11 OF 11

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APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE



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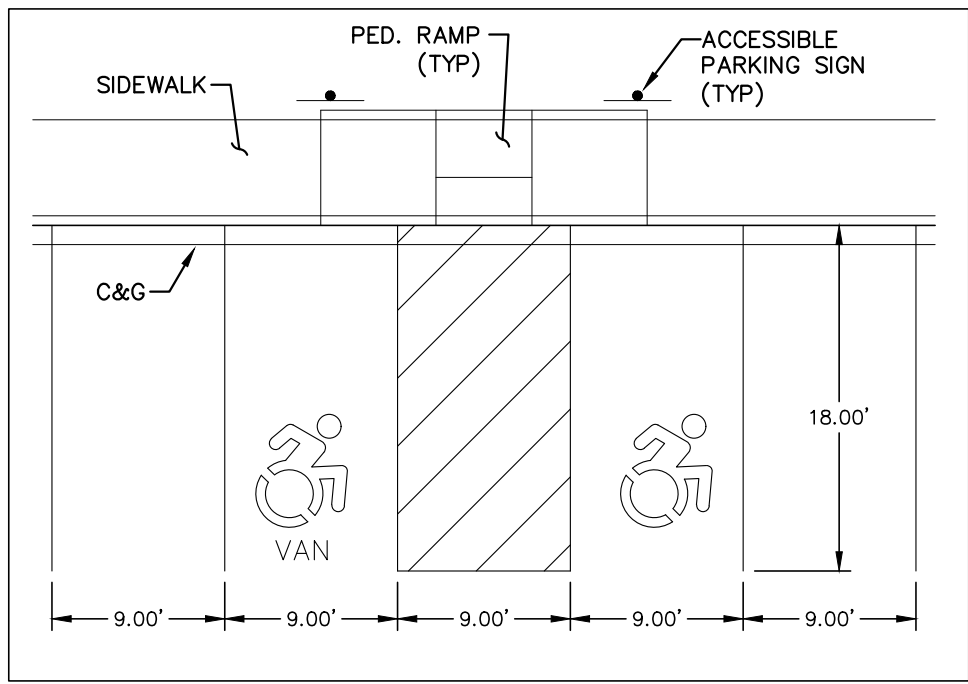
PREPARED FOR:
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45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION

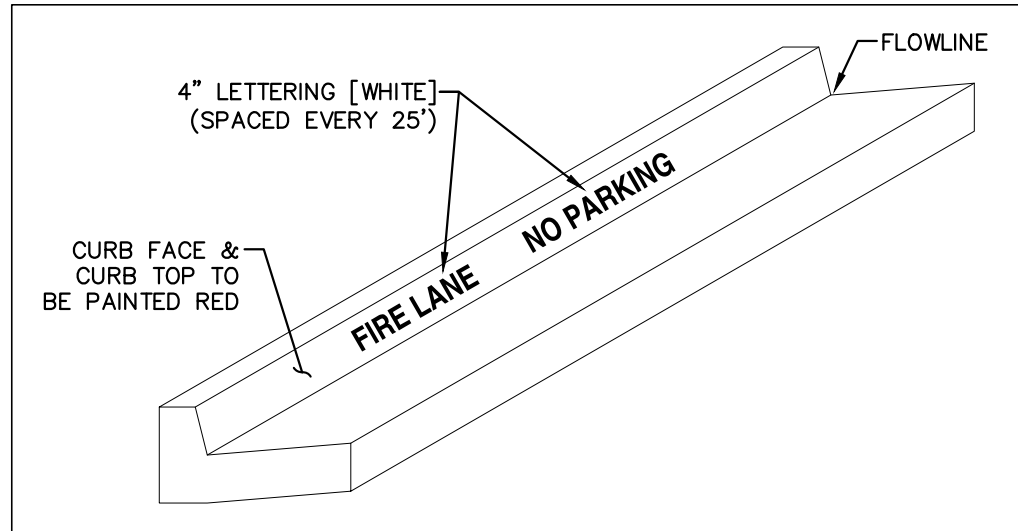


TAVA HOUSE
SITE PLAN
(PRELIMINARY SITE PLAN)

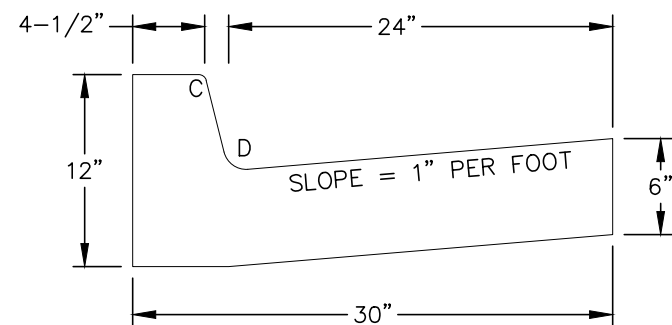
DESIGNED BY: DLM	DRAWN BY: MGP
SCALE: 1" = 20'	DATE: 08/30/23
JOB NUMBER	SHEET
22-361	2 OF 11



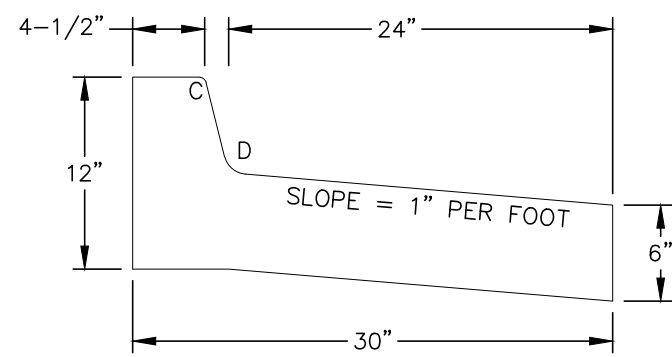
HANDICAP PARKING STALL DETAIL
SCALE: N.T.S.



FIRE LANE CURB MARKING DETAIL
SCALE: N.T.S.



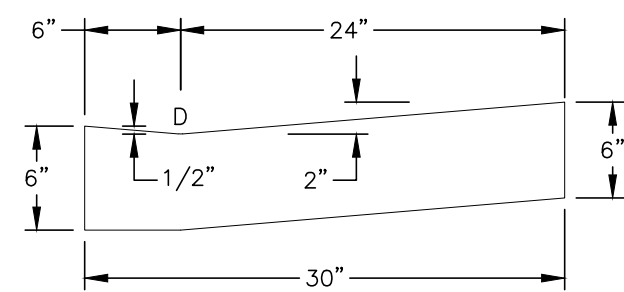
TYPE 1
6" VERTICAL CURB & GUTTER
SCALE: N.T.S.



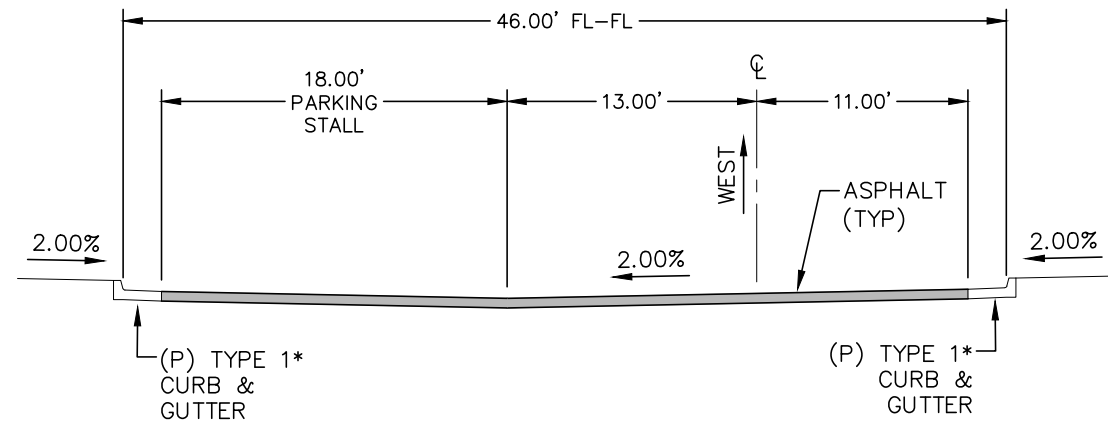
TYPE 1*
6" VERTICAL CURB & GUTTER [SPILL]
SCALE: N.T.S.

RADII LEGEND:

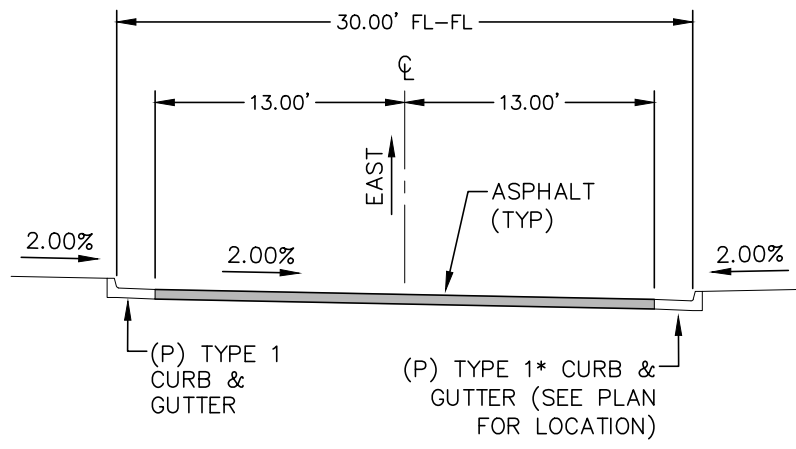
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C = 1-1/2"
D = 2"



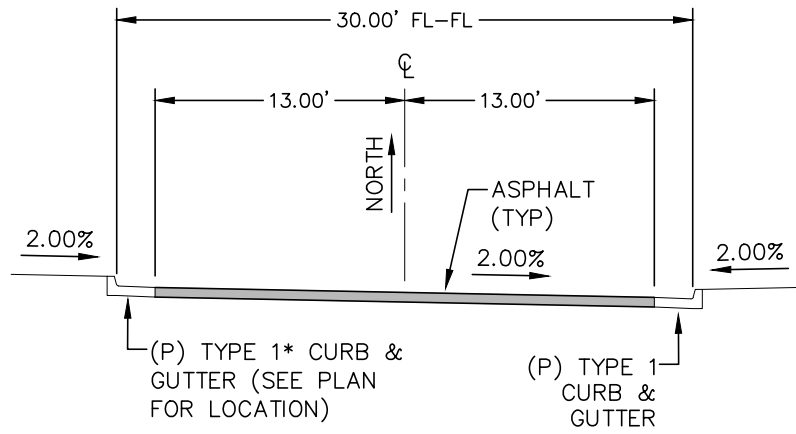
TYPE 2
ZERO FACE CURB & GUTTER
SCALE: N.T.S.



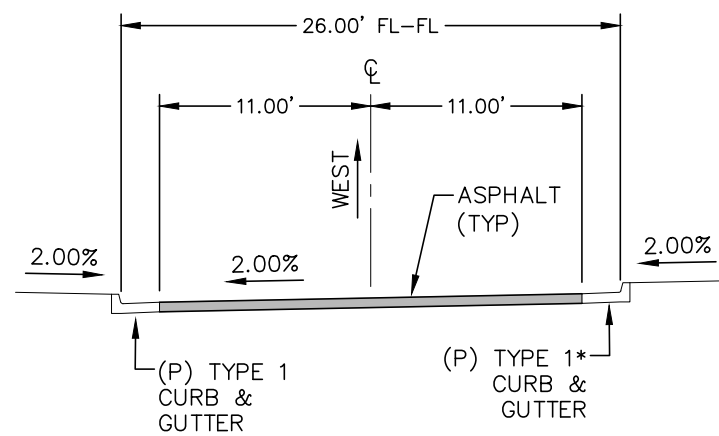
TYPICAL SECTION - NORTH ACCESS DRIVE (PRIVATE)
(WITH PARKING)
SCALE: N.T.S.



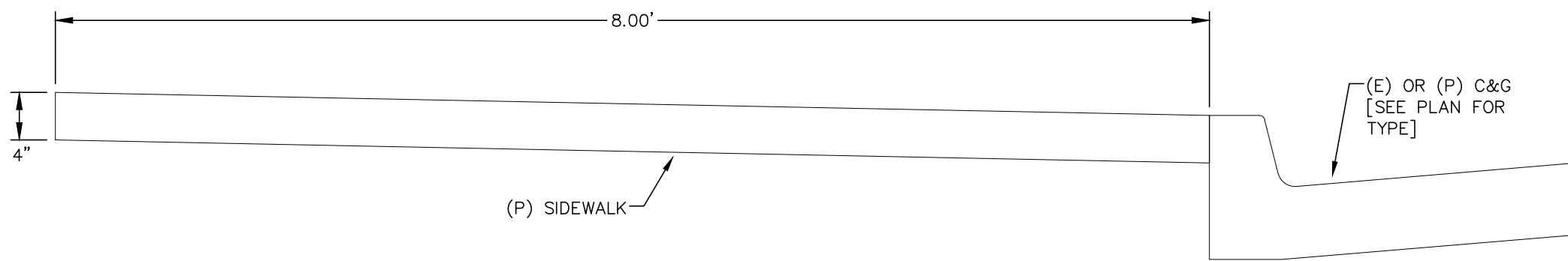
TYPICAL SECTION - SADDLE CLUB AVENUE
SCALE: N.T.S.



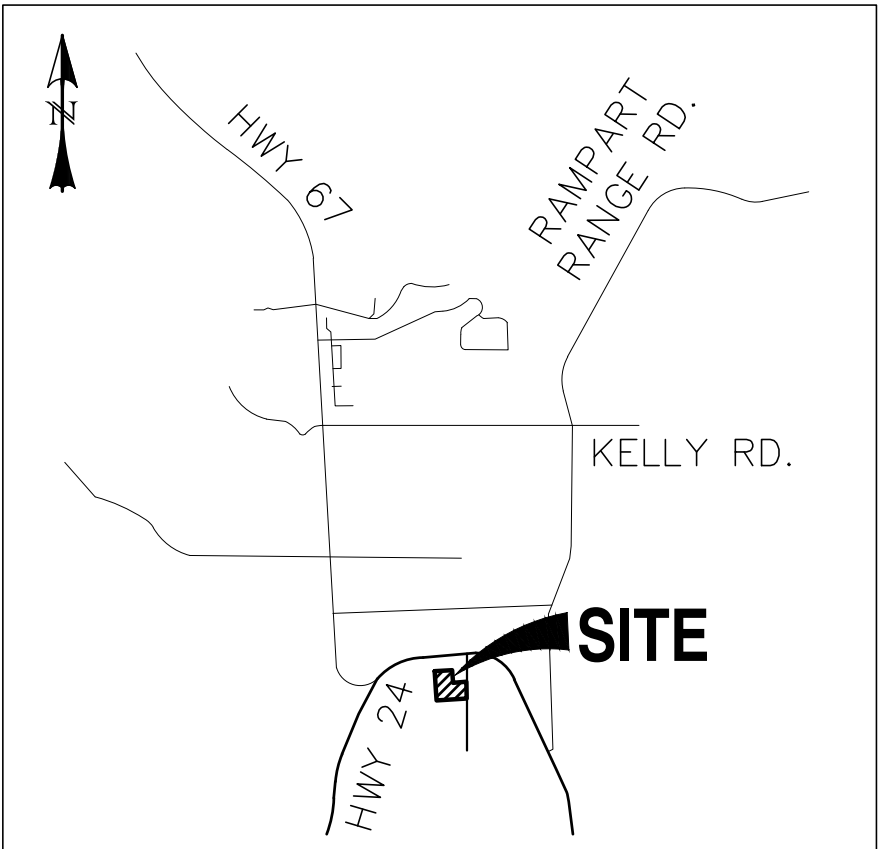
TYPICAL SECTION - WEST ACCESS DRIVE (PRIVATE)
SCALE: N.T.S.



TYPICAL SECTION - NORTH ACCESS DRIVE (PRIVATE)
SCALE: N.T.S.



SIDEWALK DETAIL
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

SHEET INDEX:

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DATE CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

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For more details visit:
www.call811.com

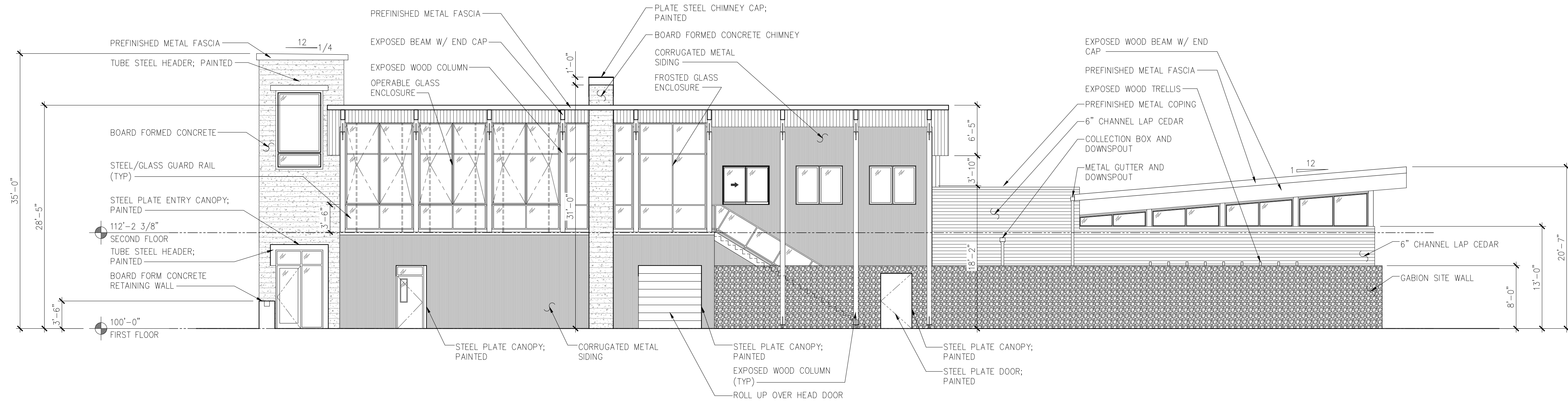
PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION

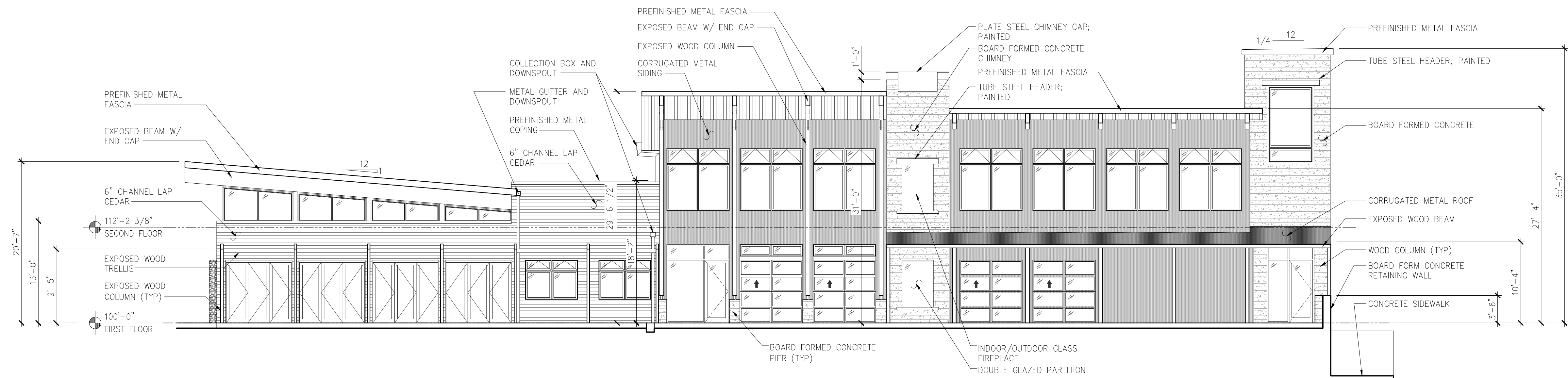
**CATAMOUNT
ENGINEERING**
321 W. HENRIETTA AVE WOODLAND PARK, CO 80863
PO BOX 221 (719) 428-2124

VIEW AT WOODLAND PARK
SITE PLAN
(DETAIL SHEET)

DESIGNED BY: DLM	DRAWN BY: MGP
SCALE: 1" = 100'	DATE: 08/30/23
JOB NUMBER	SHEET
22-365	5 OF 11



2 NORTH ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

EXT ELEVATIONS

ECHO

2022-032-WOODLAND
STATION

120 S CENTER ST
WOODLAND PARK, CO
80863

Echo Architecture, LLC
4 S Main Street, #128
Colorado Springs, CO 80903
www.echo-arch.com
t: 719.397.7836

date:
09.01.2023

phase:
DP

drawn by:
TRM

6 of 11



NAME: _____

DATE: _____

PROJECT: _____

H-01 Series

Modern Post Top Luminaire



SPECIFICATIONS

Post Top

Height: 26.1" Width: 22.1"

Casting

Die Cast Aluminum Globeholder with super durable powder coat finish.

Post Top EPA

1.22 (ft)

LEDs

Available Upon Request

Mounting

Post-top is secured to pole/tenon with 4x stainless steel set screws. All lighting bases and poles are surface mount and include a template and anchor bolts.

Pole

Fits all Brandon Industries 3" and 4" poles. Fits all 5' poles with a tenon. All pole heights are dependent on base selection. Refer to Base and Pole chart for exact heights.

Finish

Finished with Super Durable Tiger Drylac Powder Coat. TIGER Drylac Series 38 complies with AIAA 2604*. TIGER Drylac Series 38 are weather and UV resistant and can withstand long exposure to harsh environments.

Warranty

LED Components - 5 Years
Aluminum Castings - 1 Year

ORDERING

CL1-Q-F-H01-INT-S0W-3000K-IV-BK-P

BASE SERIES	POLE HEIGHT *	POLE	POST TOP
SEE PAGE 2 FOR BASE DETAILS	SEE PAGE 2 FOR EXACT POLE HEIGHTS	F Fluted S Smooth	H-01
CL1	0		
CL2	1		
CL5	2		
CL6	3		
CL7	4		
CL8	5		

LAMP TYPE	WATTAGE	CCT	OPTICS
INT			
INT Integrated LED Board	S0W 80W	3000K 4000K 5000K	TYPE IV TYPE V

FINISH	OPTIONS	MOUNTING
		POLE/TENON
BK Black	Ncnc	
DB Dark Bronze	P Photocell	
GN Dark Green		
VG Verde Green		

Complete Light Pole Shown Above:
CL10F-H01

PAGE 1 OF 4

1601 Wilmet Road McKinney, Texas 75069 | Phone: 972-542-3000 | Toll Free: 800-247-1274

BrandonIndustries.com
REV211202

3 POLE BASE DETAIL
N.T.S.

2 WEST ELEVATION
1/8" = 1'-0"

1 EAST ELEVATION
1/8" = 1'-0"

EXT ELEVATIONS

ECHO

2022-032-WOODLAND STATION

120 S CENTER ST
WOODLAND PARK, CO 80863

date:
09.01.2023

phase:
DP

drawn by:
TRW

Echo Architecture, LLC
4 S Mahatch Ave., #128
Colorado Springs, CO 80903
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4 VIEW LOOKING SOUTH WEST



2 VIEW NORTH



3 VIEW LOOKING NORTH EAST



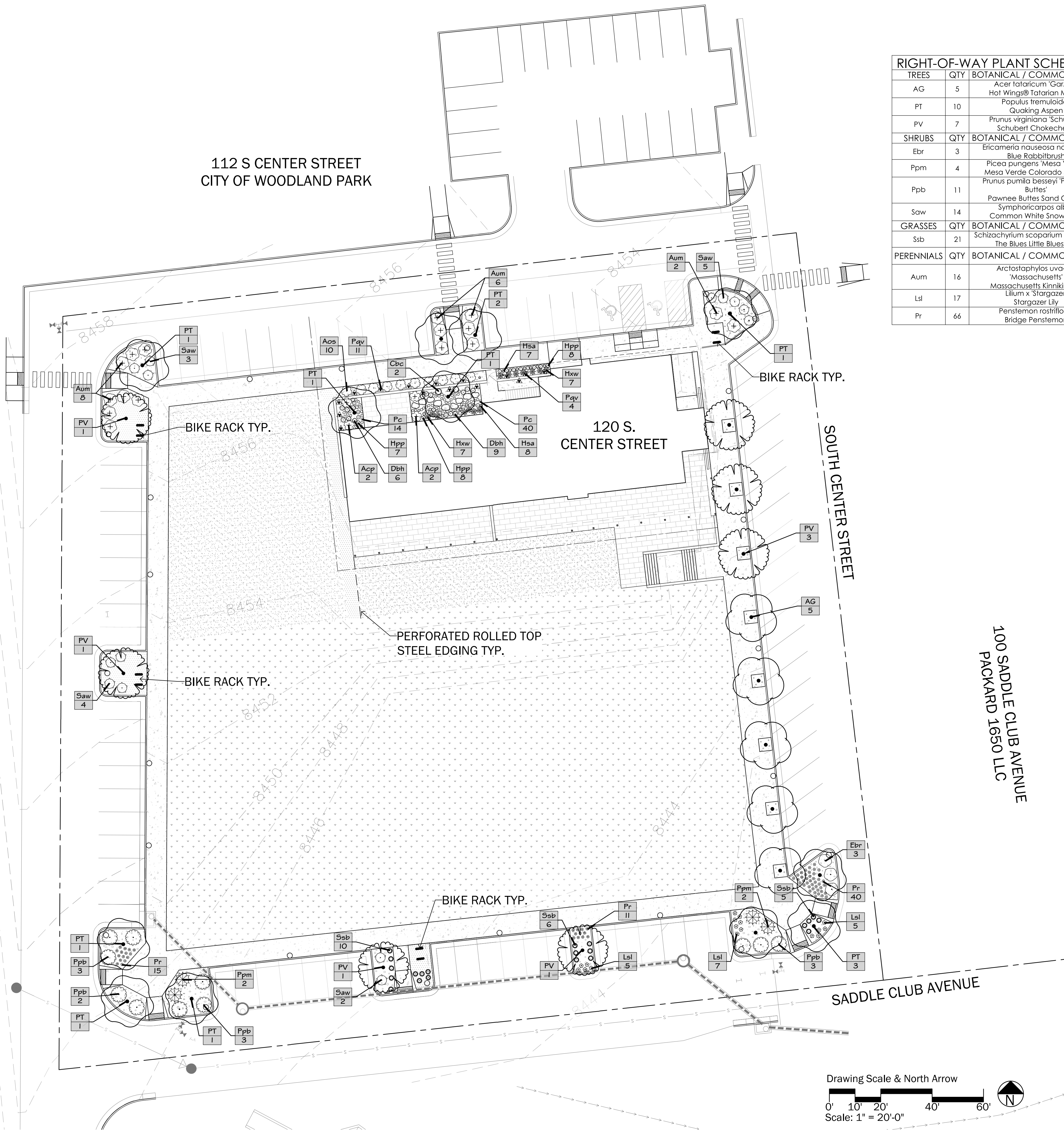
1 VIEW LOOKING NORTH WEST

EXT ELEVATIONS

ECHO

2022-032-WOODLAND
STATION
date: 09.01.2023
phase: DP
120 S CENTER ST
WOODLAND PARK, CO
80863
drawn by: TRW
ECHO Architecture, LLC
4 S Main Street, #128
Colorado Springs, CO 80903
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t: 719.387.7836

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RIGHT-OF-WAY PLANT SCHEDULE					
TREES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
AG	5	Acer tataricum 'GarAnn'	2" Cal.	18-20 Ft.	15-20 Ft.
PT	10	Populus tremuloides	2" Cal.	20-50 Ft.	20-30 Ft.
PV	7	Prunus virginiana 'Schubert'	2" Cal.	20-30 Ft.	15-25 Ft.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Ebr	3	Ericameria nauseosa nauseosa	#5	3-6 Ft.	3-6 Ft.
Ppm	4	Picea pungens 'Mesa Verde'	#5	2-3 Ft.	4-6 Ft.
Ppb	11	Prunus pumila besseyi 'Pawnee Buttes'	#5	18-24 In.	4-6 Ft.
Saw	14	Symphoricarpos albus	#5	3-5 Ft.	3-5 Ft.
GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Ssb	21	Schizachyrium scoparium 'The Blues'	#1	3-4 Ft.	18-24 In.
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Aum	16	Arctostaphylos uva-ursi 'Massachusetts'	#1	3-6 In.	2-6 Ft.
Lsl	17	Lilium x 'Stargazer'	#1	18-24 In.	12-18 In.
Pr	66	Penstemon rostriflorus	#1	12-24 In.	8-12 In.

LOT 1 PLANT SCHEDULE					
TREES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
PT	2	Populus tremuloides	2" Cal.	20-50 Ft.	20-30 Ft.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Aos	10	Amelanchier alnifolia 'Obelisk'	#5	12-15 Ft.	3-4 Ft.
GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Cbc	2	Calamagrostis canadensis	#1	2-4 Ft.	2-3 Ft.
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Acp	4	Arctostaphylos x coloradensis 'Panchito'	#5	15-24 In.	3-5 Ft.
Dbh	15	Dicentra spectabilis	#1	2-3 Ft.	18-24 In.
Hpp	23	Heuchera micrantha 'Palace Purple'	F15	12-18 In.	12-18 In.
Hsa	15	Heuchera sanguinea 'Snow Angel'	#1	12-18 In.	10-15 In.
Hxw	14	Hosta x 'Wrinkle in Time'	#1	12-18 In.	24-30 In.
Pc	54	Paxistima canbyi	#5	6-12 In.	6-12 In.
VINES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Pqv	15	Parthenocissus quinquefolia	---	Vine	Vine

GROUND COVER SCHEDULE			
SYMBOL	QTY	COMMON NAME	NOTES
[Symbol]	3,213 sf	3/4" Decorative Rock	3" Depth - Completely Covering Weed Barrier Fabric
[Symbol]	27,106 sf	All-Purpose Native Low Grow Mix	Seed
[Symbol]	1,196 sf	Breeze	3" Depth
[Symbol]	8,343 sf	Poa pratensis / Kentucky Bluegrass	Sod

OVERALL PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL NAME	SIZE	HEIGHT	WIDTH
TREES						
[Symbol]	AG	5	Acer tataricum 'GarAnn'	2" Cal.	18-20 Ft.	15-20 Ft.
[Symbol]	PT	12	Populus tremuloides	2" Cal.	20-50 Ft.	20-30 Ft.
[Symbol]	PV	7	Prunus virginiana 'Schubert'	2" Cal.	20-30 Ft.	15-25 Ft.
SHRUBS						
[Symbol]	Aos	10	Amelanchier alnifolia 'Obelisk'	#5	12-15 Ft.	3-4 Ft.
[Symbol]	Ebr	3	Ericameria nauseosa nauseosa	#5	3-6 Ft.	3-6 Ft.
[Symbol]	Ppm	4	Picea pungens 'Mesa Verde'	#5	2-3 Ft.	4-6 Ft.
[Symbol]	Ppb	11	Prunus pumila besseyi 'Pawnee Buttes'	#5	18-24 In.	4-6 Ft.
[Symbol]	Saw	14	Symphoricarpos albus	#5	3-5 Ft.	3-5 Ft.
GRASSES						
[Symbol]	Cbc	2	Calamagrostis canadensis	#1	2-4 Ft.	2-3 Ft.
[Symbol]	Ssb	21	Schizachyrium scoparium 'The Blues'	#1	3-4 Ft.	18-24 In.
PERENNIALS						
[Symbol]	Aum	16	Arctostaphylos uva-ursi 'Massachusetts'	#1	3-6 In.	2-6 Ft.
[Symbol]	Acp	4	Arctostaphylos x coloradensis 'Panchito'	#5	15-24 In.	3-5 Ft.
[Symbol]	Dbh	15	Dicentra spectabilis	#1	2-3 Ft.	18-24 In.
[Symbol]	Hpp	23	Heuchera micrantha 'Palace Purple'	F15	12-18 In.	12-18 In.
[Symbol]	Hsa	15	Heuchera sanguinea 'Snow Angel'	#1	12-18 In.	10-15 In.
[Symbol]	Hxw	14	Hosta x 'Wrinkle in Time'	#1	12-18 In.	24-30 In.
[Symbol]	Lsl	17	Lilium x 'Stargazer'	#1	18-24 In.	12-18 In.
[Symbol]	Pc	54	Paxistima canbyi	#5	6-12 In.	6-12 In.
[Symbol]	Pr	66	Penstemon rostriflorus	#1	12-24 In.	8-12 In.
VINES						
[Symbol]	Pqv	15	Parthenocissus quinquefolia	---	Vine	Vine



LANDSCAPE_PLAN

ECHO

2022-032-WOODLAND STATION
120 S CENTER ST
WOODLAND PARK, CO 80863

date: 12.04.23
phase: DEVELOPMENT PLAN
drawn by: RLB

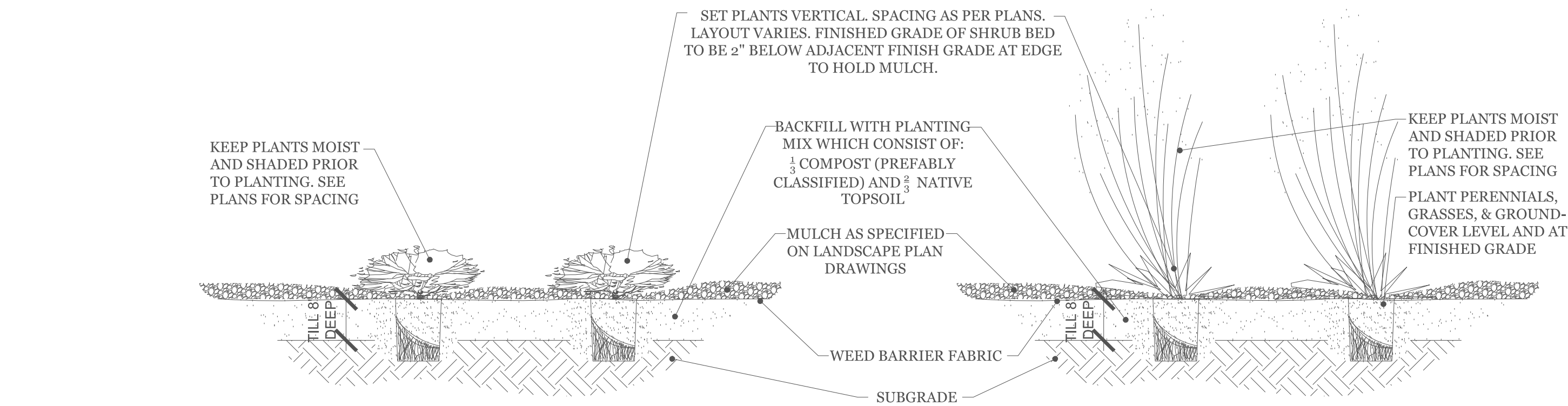
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LANDSCAPE NOTES:

1. PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE OWNER'S REPRESENTATIVE FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS AND SERVICE NECESSARY TO FURNISH AND INSTALL ALL WORK SPECIFIED AND AS SHOWN ON THESE PLANS.
3. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT OWNER'S REPRESENTATIVE'S APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REVISE PLANT LIST AS DEEMED NECESSARY.
4. THE SHOWN UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE WORK. LOCATE EXACT UTILITY LOCATIONS BY CONTACTING "CALL BEFORE YOU DIG" AT (800) 922-1987. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE CAUSED TO UTILITIES.
5. AN EVENLY PLACED LAYER OF GRAVEL OR COBBLE SHALL BE PLACED ON ALL AREAS DESIGNATED TO RECEIVE THE SPECIFIED MATERIAL. MINIMUM DEPTHS SHALL BE ACHIEVED IN ACCORDANCE TO THE SCHEDULE BY THE GROUNDPLANE MATERIAL. WEED BARRIER FABRIC SHALL BE COMPLETELY COVERED AND PINNED.
6. AN EVENLY PLACED LAYER OF BREEZE SHALL BE PLACED ON ALL AREAS DESIGNATED TO RECEIVE THE MATERIAL. BREEZE SHALL BE APPLIED DIRECTLY TO TILLED, SCARIFIED, AMENDED AND UNCOMPACTED SOIL.
7. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH A SAMPLE OF ALL TYPES OF GROUNDPLANE MATERIAL FOR APPROVAL PRIOR TO INSTALLATION.
8. POROUS WEED BARRIER FABRIC SHALL BE INSTALLED IN PLANTING BEDS WHERE BREEZE IS NOT PRESENT.
9. WEED BARRIER SHALL BE A WOVEN, POROUS MAT AS MANUFACTURED BY AMERICAN EXCELSIOR POLYSPUN XL, DUPONT TYPAR STYLE 3341 OR MIRAFI "MIRASCAPE". THE WEED BARRIER SHALL BE INSTALLED AS PER MANUFACTURER'S SHALL BE COMPLETELY COVERED BY DESIGNATED GROUNDPLANE MATERIAL.
10. 4" HEIGHT BY 3/16" WIDTH PERFORATED STEEL EDGING SHALL BE USED TO SEPARATE ALL PLANTING BEDS FROM VARYING TYPES OF TURF. PLACE EDGING FLUSH WITH GRADE. AVOID BROKEN BACK CURVES AND LONG TANGENTS BETWEEN CURVES. OBTAIN OWNER'S REPRESENTATIVE'S APPROVAL PRIOR TO INSTALLATION.
11. ALL EXISTING TOPSOIL IS TO BE STRIPPED AND STOCKPILED FOR USE IN PROPOSED LANDSCAPE. TOPSOIL SHOULD BE LOCATED WHERE IDENTIFIED ON THE CIVIL ENGINEERING GRADING AND EROSION CONTROL PLAN.
12. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING EROSION CONTROL MEASURES AS PER THE JURISDICTIONAL SPECIFICATIONS DURING THE DURATION OF WORK ON-SITE.
13. CONTRACTOR SHALL PROVIDE 4" OF TOPSOIL AT ALL SOD AND PLANTING AREAS. GRADE SHALL BE ADJUSTED FOR SOD THICKNESS. LANDSCAPE CONTRACTOR SHALL PERFORM ALL FINISH GRADING.
14. THE FINISH GRADES AS SHOWN ON CIVIL CONSTRUCTION DRAWINGS SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM WALLS AND BUILDINGS. FOR PROPOSED SITE GRADING, SEE GRADING PLAN.
15. CULTIVATE THE SUBSOIL ON ALL PLANTING BEDS AND SOD AREAS TO A DEPTH OF 12".

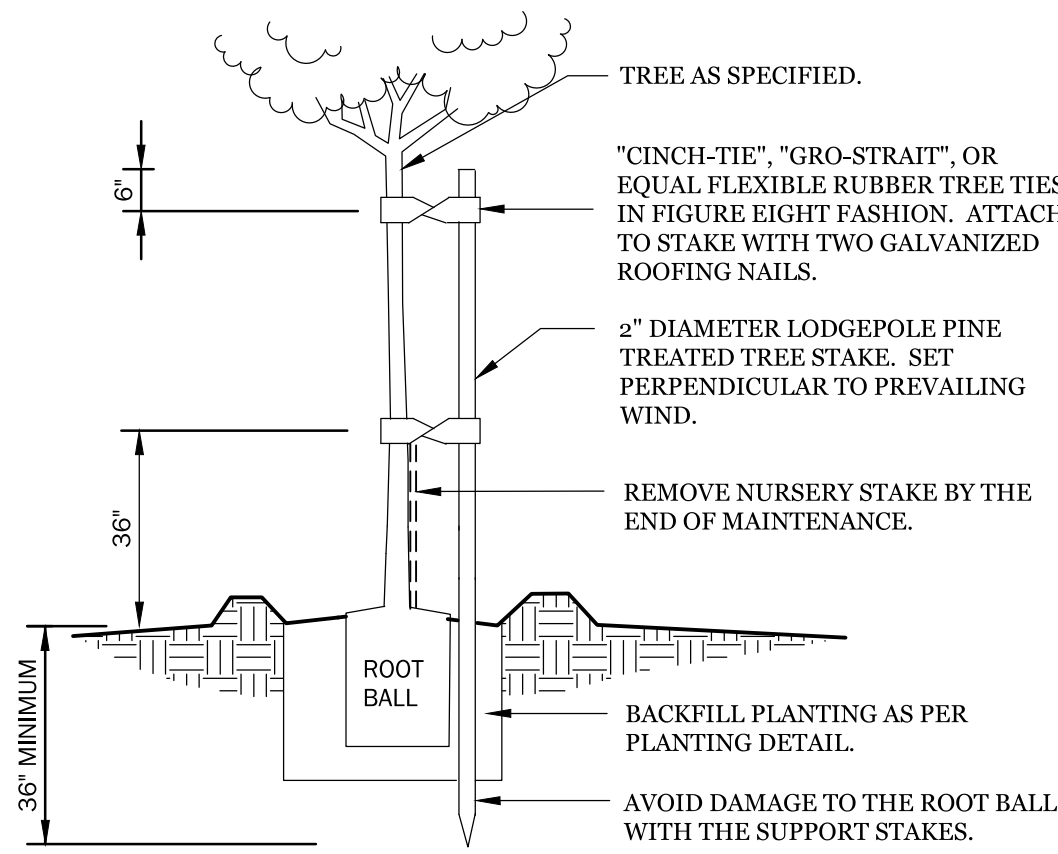
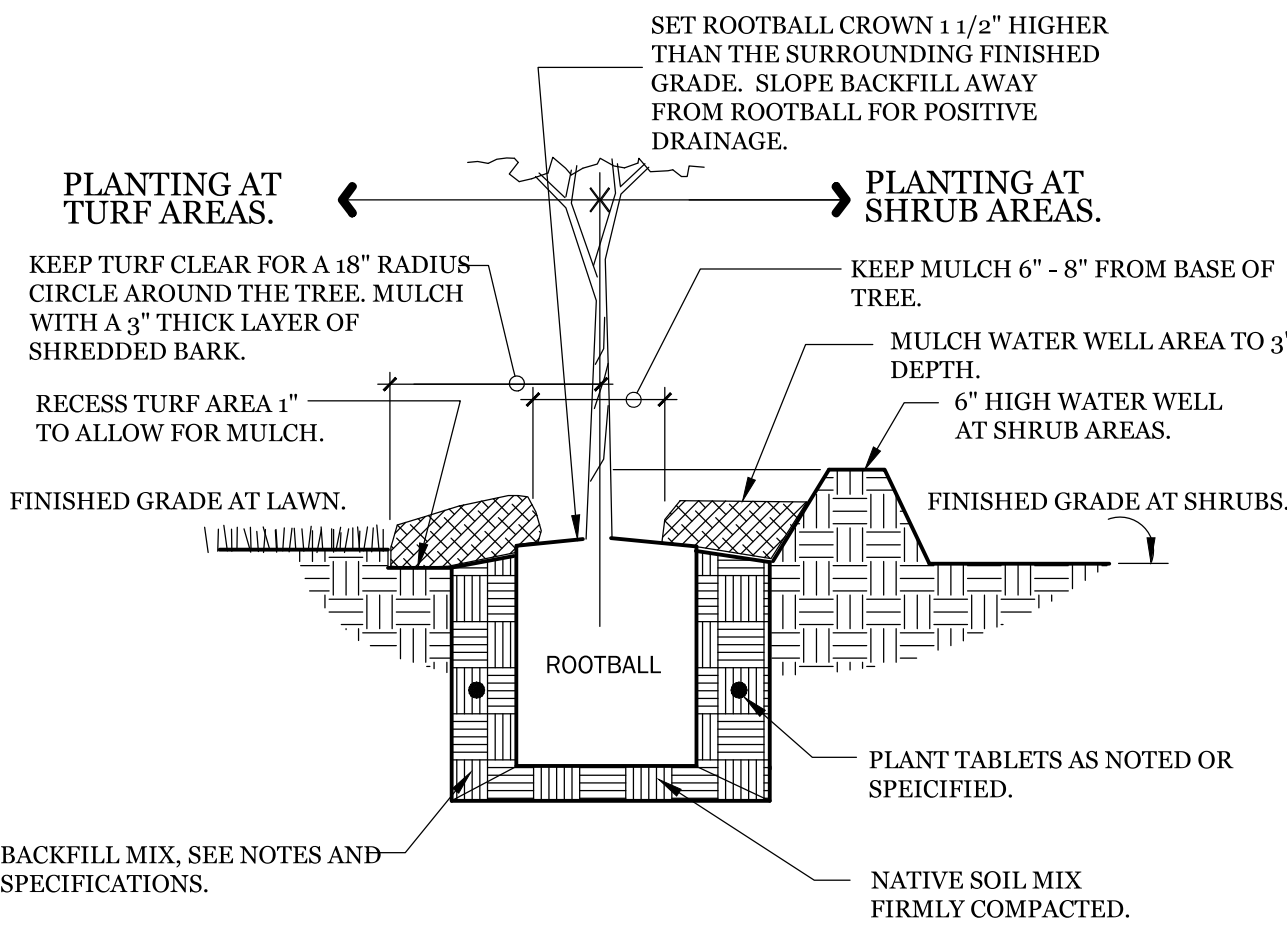
16. ALL PLANT MATERIALS SHALL HAVE BACKFILL CAREFULLY PLACED AROUND THE BASE AND SIDES OF BALL TO TWO-THIRDS (2/3) DEPTH OF THE BALL, THEN THOROUGHLY SOAK WITH WATER TO ALLOW SETTLEMENT. ALL WIRE, BURLAP FASTENERS AND LOOSE BURLAP AROUND BASE OF TRUNK SHALL BE REMOVED AT THIS TIME. REMAINDER OF PIT SHALL THEN BE BACKFILLED, ALLOWING FOR DEPTH OF MULCH, SAUCER AND SETTLEMENT OF BACKFILL. BACKFILL SHALL THEN BE THOROUGHLY WATERED AGAIN.
17. ALL SHRUBS AND TREES SHALL BE PLANTED A MINIMUM OF 12" INSIDE OF ALL EDGING AND AWAY FROM WALLS AND OTHER PERMANENT STRUCTURES.
18. ALL PLANT LOCATIONS ARE APPROXIMATE; ADJUST AS NECESSARY TO AVOID CONFLICTS. OBTAIN OWNER'S REPRESENTATIVE'S APPROVAL OF LOCATIONS PRIOR TO PLANTING TREES AND SHRUBS.
19. QUANTITIES OF MATERIALS SHOWN ON THE PLANTING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT SCHEDULE. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON THE PLANTING PLAN. REPORT ANY DISCREPANCIES IN THE PLANTING PLAN IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.
20. ALL PLANT MATERIAL SHALL BE WELL-FORMED AND DEVELOPED IN GOOD CONDITION, HEALTHY AND DISEASE-FREE, AND BE TYPICAL OF THE SPECIES. PLANTS SHALL COMPLY IN ALL APPLICABLE RESPECTS WITH ACCEPTABLE STANDARDS AS SET FORTH IN THE COLORADO NURSERY ACT OF 1965 - TITLE 35, ARTICLE 25, CRS 1974 (SEE LANDSCAPE THE NURSERY ACT). THE OWNER AND OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT AT ANY TIME OR PLACE PRIOR TO FINAL ACCEPTANCE OF WORK, ANY AND ALL PLANTS WHICH, IN THEIR OPINION, FAIL TO MEET THESE SPECIFICATION REQUIREMENTS.
21. PLANTS ARE TO BE SIZED AS SHOWN PER SPECIES ON THE PLANT SCHEDULE.
22. THE CONTRACTOR SHALL PROVIDE ALL THE WATER, WATERING DEVICES AND LABOR NEEDED TO IRRIGATE PLANT MATERIALS UNTIL PROVISIONAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL SUPPLY ENOUGH WATER TO MAINTAIN THE PLANT'S HEALTHY CONDITION.
23. ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE DRYING ACTION OF THE SUN AND WIND AFTER BEING DUG, WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. BALLS OF PLANTS THAT CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING ACTION BY COVERING THEM WITH MOIST MULCH. PERIODICALLY, APPLY WATER TO MULCH-COVERED BALLS TO KEEP MOIST. IF PLANTING SHOULD OCCUR DURING GROWING SEASON, APPLY ANTI-DESSICANT TO LEAVES BEFORE TRANSPORT TO REDUCE LIKELIHOOD OF WINDBURN. REAPPLY ANTI-DESSICANT AFTER PLANTING TO REDUCE TRANSPIRATION.
24. WRAP ALL TREE TRUNKS SPIRALLY WITH APPROVED WRAPPING MATERIAL FROM GROUND TO THE FIRST BRANCH. SECURELY TIE WRAPPING AT THE TOP AND BOTTOM WITH MASKING TAPE. TREES SHALL BE SUPPORTED IMMEDIATELY AFTER PLANTING IN THE MANNER SHOWN ON THE PLANTING DETAILS.
25. AFTER PLANTING IS COMPLETED, REPAIR INJURIES TO ALL PLANTS AS REQUIRED. LIMIT AMOUNT OF PRUNING TO A MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE NATURAL HABIT OR SHAPE OF PLANT. CENTRAL LEADERS SHALL NOT BE REMOVED.

26. FINE GRADE SOD AND SEED AREAS TO ELIMINATE IRREGULARITIES ON THE SURFACE. ROLL OR PERFORM ADDITIONAL FINE GRADING.
27. ROLL SOD AFTER INSTALLATION TO ENSURE ROOTS ARE IN CONTACT WITH THE SOIL SURFACE. IMMEDIATELY BEGIN WATERING OF SODDED AREAS.
28. CONTRACTOR TO REMOVE TREE STAKES, TREE WRAP, AND ALL DEAD WOOD ON TREES AND SHRUBS ONE YEAR AFTER THE COMMENCEMENT OF THE PLANTING INSTALLATION.
29. AT THE COMPLETION OF PLANTING OPERATIONS ALL PLANTS SHALL BE INSPECTED BY THE OWNER AND OWNER'S REPRESENTATIVE. CONTRACTOR SHALL REPLACE IMMEDIATELY ANY PLANTS NOT IN HEALTHY AND VIGOROUS CONDITION AT THAT TIME AT NO EXPENSE TO THE OWNER. ANY PLANT NOT IN HEALTHY CONDITION DURING THE TWO-YEAR WARRANTY PERIOD SHALL BE REPLACED AS PER THE ORIGINAL SPECIFICATIONS, FREE OF CHARGE TO THE OWNER.
30. REMOVE ALL RUBBISH, EQUIPMENT AND MATERIAL AND LEAVE THE AREA IN A NEAT, CLEAN CONDITION EACH DAY. MAINTAIN PAVED AREAS UTILIZED FOR HAULING EQUIPMENT AND MATERIALS BY OTHER TRADES IN A CLEAN AND UNOBSTRUCTED CONDITION AT ALL TIMES.
31. THE TILLING OF PLANTING BEDS AND PLACEMENT OF BACKFILL IS TO OCCUR JUST PRIOR TO PLANTING; THEREAFTER, PROTECTION FROM COMPACTION AND CONSTRUCTION TRAFFIC SHOULD BE GIVEN.
32. 24 HOURS PRIOR TO PLANTING ALL PLANT MATERIAL, CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE TO INSPECT AND APPROVE THE PLANT LAYOUT LOCATIONS.
33. IRRIGATION WILL BE PROVIDED TO ALL SHRUBS AND PERENNIALS VIA DRIP IRRIGATION. IRRIGATION WILL BE PROVIDED TO ALL AREAS OF TURFGRASS VIA SPRAY IRRIGATION.
34. MITIGATION OF EXISTING TREES MAY OCCUR WITHIN THE FLOODPLAIN OF THE SITE FOR SAFETY REASONS. TO ENSURE THE SAFETY OF THE USERS OF THE AREA, WEAK-WOODED PLANT MATERIAL AND DEAD/DYING PLANTS MAY BE REMOVED.
35. ALL LANDSCAPE ADJACENT TO PROTECTED LANDSCAPE AREAS, NOTED AS "RE-ESTABLISHED AREA" IN THE GROUNDPLANE SCHEDULE, SHALL BE PROTECTED OR REPAIRED TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
36. WALL, FENCE, AND OTHER ARCHITECTURAL DETAILS PROVIDED ON LANDSCAPE DRAWINGS ARE FOR SITE PLAN REVIEW PURPOSES ONLY. SEE APPLICABLE ARCHITECTURAL CONSTRUCTION DRAWINGS FOR CONSTRUCTION.



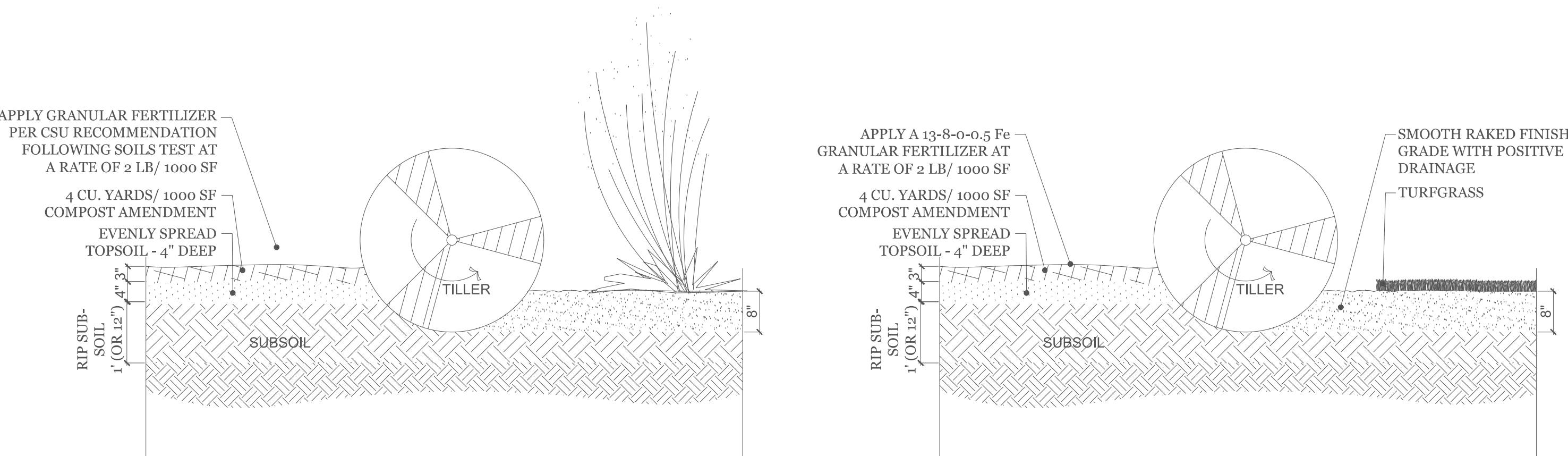
SHRUB, GRASS & PERENNIAL NOTES:

1. 3"-4" SPECIFIED ORGANIC MULCH SHOULD BE PROVIDED. PROVIDE SAUCER ON DOWNHILL SIDE OF SLOPES. KEEP MULCH AWAY FROM CONTACT WITH WOODY TRUNK.
 2. ALL PLANTS IN ROCK AREAS TO RECEIVE SHREDDED MULCH RINGS, WHERE APPLICABLE.
 3. DEEP WATER ALL PLANTS AT TIME OF PLANTING.
 4. CONTRACTOR TO WATER PLANT MATERIAL DAILY UNTIL AN AUTOMATIC IRRIGATION SYSTEM IS OPERATIONAL OR OTHER IRRIGATION PROVISIONS ARE PROVIDED.
 5. THE FINISH GRADES SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM WALLS AND BUILDINGS.
 6. THE TILLING OF PLANTING BEDS AND PLACEMENT OF BACKFILL IS TO OCCUR JUST PRIOR TO PLANTING; THEREAFTER, PROTECTION FROM COMPACTION AND CONSTRUCTION TRAFFIC SHOULD BE PROVIDED.
7. SCARIFY SIDES OF PLANTING PIT. BACKFILL WITH AMENDED SOIL MIX. ROOTBALL SHALL REST ON FIRM, UNDISTURBED SOIL.
 8. PRUNE ONLY DEAD OR BROKEN BRANCHES AND WEAK OR NARROW CROTCHES.
 9. REMOVE ALL PACKAGING MATERIAL.
 10. FOR POT BOUND PLANTS ONLY; MAKE 4-5 VERTICAL CUTS IN ROOTBALL 1" DEEP. PLANT IMMEDIATELY.
 11. FOR ROOT BIND AT BOTTOM OF BALL; SPLIT ROOTBALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN THE PLANTING HOLE.



A2 SHRUB AND PERENNIAL PLANTING

NOT TO SCALE



NOTES:

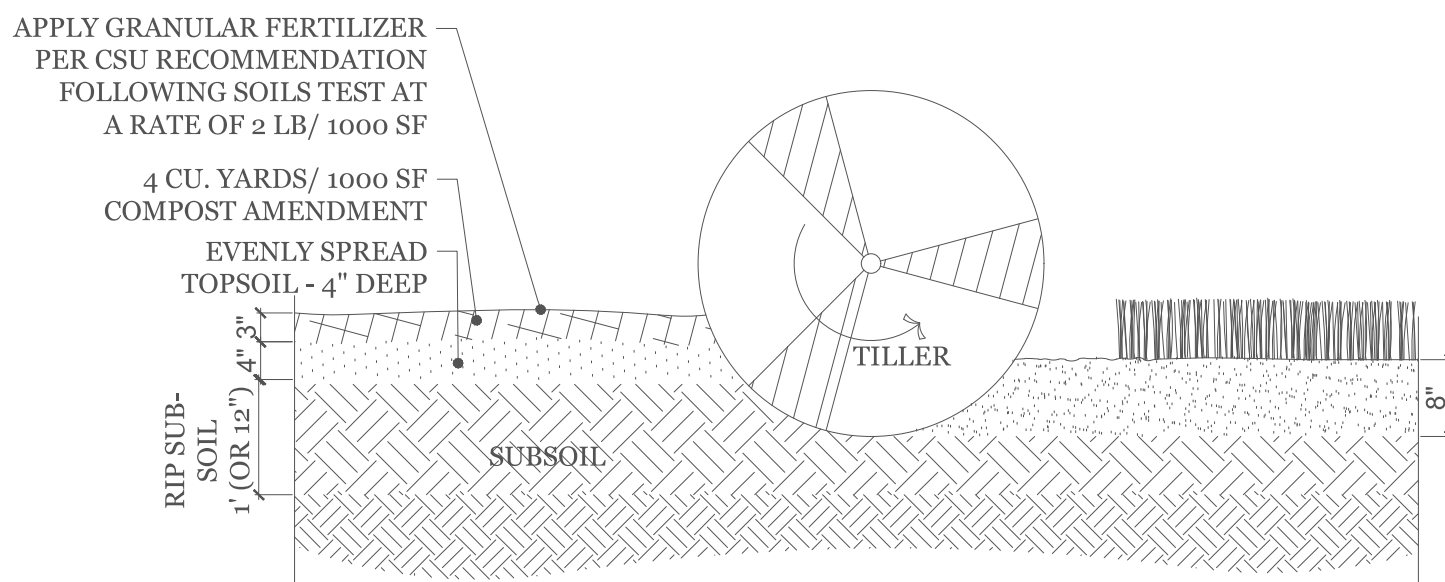
1. TOPSOIL TO CONSIST OF DARK, LIGHT LOAM SOIL FREE OF ROCKS, ROOTS, AND OTHER FOREIGN MATERIALS.
2. PROVIDE SOILS TEST AND RESULTS FROM COLORADO STATE UNIVERSITY LAB. SOIL AMENDMENT SHALL BE PROVIDED PER RECOMMENDATION FROM COLORADO STATE UNIVERSITY. THE FERTILIZER APPLICATION SHOULD BE DELAYED IF PLANTING DOES NOT OCCUR WITHIN 2-3 DAYS OF FERTILIZING.
3. THE FERTILIZER APPLICATION SHOULD BE DELAYED IF PLANTING DOES NOT OCCUR WITHIN 2-3 DAYS OF FERTILIZING.
4. COMPOST TO CONSIST OF 1-YEAR OLD PLANT-BASED ORGANIC MATERIAL.
5. FROZEN MATERIALS OR MATERIALS GREATER THAN 1" DIA. SHOULD BE REMOVED.
6. FINISH GRADE FOR ALL PLANTING BEDS ALONG WALKS OR CURBS SHOULD BE 4" LOWER THAN THE SURFACE.
7. LAWNS WITHIN THE BOUNDARIES OF EXISTING TREE DRIP LINES SHALL NOT BE ROTOTILLED AT ANY TIME. ROTOTILLING IS ONLY PERMITTED IN AREAS OUTSIDE OF EXISTING TREE DRIP LINES WHERE CONCRETE AND HARDSCAPE ARE REMOVED.

A3 SOIL AMENDMENT DETAIL

NOT TO SCALE

C2 TREE SINGLE STAKE PLANTING

NOT TO SCALE



NOTES:

1. NOTES 1-5 FROM PLANT SOIL PREPARATION DETAIL.
2. FINISH GRADE FOR ALL SEED AREAS ALONG WALKS OR CURBS SHOULD BE JUST BELOW THE SURFACE OF THE WALK/CURB.

APEX- INVERTED U - OR EQUAL BIKE RACK

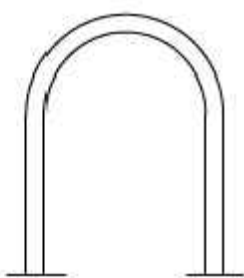


WEBSITE: WWW.SITELANDSCAPESONLINE.COM
E-MAIL: INFO@SITELANDSCAPESONLINE.COM

COLOR: TBD

- MATERIALS LIST
 - (1) TUBING #2 3/8" x .154"
 - (2) WALL STEEL TUBING
 - (3) SURFACE PLATE - # 7 1/2" x 1/4" THICK
 - (4) MOUNTING HOLES
 - (5) MOUNTED WITH SIX # 1/2" x 4-5" STAINLESS STEEL ANCHOR BOLTS (CUSTOMER SUPPLIED)

BIKE 1
BIKE 2



C3 BIKE RACK DETAIL

NOT TO SCALE



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LANDSCAPE_DETAIL

ECHO

2022-032-WOODLAND STATION
date: 12.04.23

phase: DEVELOPMENT PLAN

120 S CENTER ST
WOODLAND PARK, CO
80863

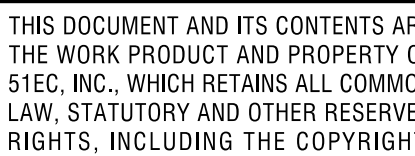
drawn by: RLB

Echo Architecture, LLC
4 S Winthatch Ave, #720
Colorado Springs, CO 80903
www.echo-arch.com
t: 719-587-7836

10 of 11



Schedule											Number	Lamp	LLF	Input	Polar Plot
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Lamps	Output		Power					
	A		25	Brandon Industries		H-01 30W Type V	1	7353	0.9	80	 Max: 2672cd				

[illegible]

CLIENT:

ECHO ARCHITECTURE
2752 WEST COLORADO AVENUE
COLORADO SPRINGS, CO 80904

PROJECT NO:
51100-23-04

SHEET NO:
11 OF 11

PER CITY CODE SECTION 7.4.102.D, CALCULATIONS ARE PERFORMED AND ALL LIGHTING FIXTURES SHALL BE FULL CUT-OFF OR HAVE SHIELDING TO REDUCE OFF-SITE LIGHTING IMPACTS ON ADJACENT PROPERTIES AND ROADWAYS. ALL EXTERIOR LIGHTING SHALL BE ARRANGED TO MITIGATE LIGHT DIRECTED AWAY FROM ADJACENT PROPERTIES AND ANY PUBLIC RIGHT-OF-WAY. AN AMENDMENT TO THIS PLAN MAY BE REQUIRED IF THE LIGHTING TYPE OR FIXTURE IS CHANGED.



COLORADO

Department of Transportation

Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

October 18, 2023

SH24A
City of Woodland Park

City of Woodland Park,
Christopher Gates, City Planning
220 W. South Ave.
Woodland Park, CO 80866

RE: Tava House Subdivision - Preliminary Plan and Site Plan - Phase I-Woodland Station

Dear CJ,

I am in receipt of a referral request for comments for the first phase of the Woodland Station. The Sketch plan identifies the initial restaurant parcel and proposed associated infrastructure to be completed with initial phase of development on 6.625-acres of unplatted undeveloped vacant land. The first phase of development is solely commercial and will anchor further commercial and mixed-use development within future phased developments. The sketch plan proposes to plat the entire parcel and identify initial phase public infrastructure to include looping the public roadway system throughout the parcel from the existing intersection at Saddle Club Avenue and S. Center Street west to the property limits, then North along the shared property line with the adjacent parcel, thence East along Bergstrom Alley to Center Street. Bergstrom Alley will be improved to a full width section (26' FL-FL) consistent with the existing Woodland Station roadway section. Final roadway layout will be determined in results of traffic analysis currently being prepared by LSC Consultants in preparation for subsequent preliminary plat submittal. Parking in excess of the current restaurant demand is shown as the overall development concept proposes shared parking adjacent to street section allowing for enhanced pedestrian space within the overall plaza. After review of the initial submittal documentation, we have the following comments:

Traffic

The Traffic Impact Study for Tava House Development dated September 01, 2023 has been reviewed by a CDOT Traffic Engineer. Their comments follow:

- The TIS has many inconsistencies that need corrected and appears to have underestimated traffic volumes. Attached is a separate PDF with highlighted sections to detailed comments on the TIS.
- The revised TIS needs to include the intersection of US24 & Pikes Peak and US24 & Chester.
- CDOT Traffic recommend the collection of escrows for the required auxiliary lane improvements. The future or updated TIS will need to determine locations and improvement cost breakdown and assign each phase and escrow amount.

Hydraulics

- Drainage and Hydraulic comments will be forthcoming.



Access

This Development will impact CDOT infrastructure. My comment follows:

- Section 1.4(1) of the State Highway Access Code, states in part that no person, shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Under Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinates with the local authority and the Department to determine if a new access permit and modifications to the access are required.
- A CDOT Access Permit(s) will be required for this development and either new permits or revisions of permits will be required moving forward for additional filings or phases of development.
- Roadway improvements may be required and detailed in the terms and conditions of the access permits.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Adam Lancaster at (719) 562-5540 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Lancaster.

Please contact me in Pueblo at (719) 546-5732 or by email arthur.gonzales@state.co.us with any questions.

Sincerely,


Arthur Gonzales
CDOT R2 - Access Manager

Xc: file



TAVA HOUSE DEVELOPMENT SH24

DESCRIPTION

Tava House development in Woodland Park, CO is located SE of the intersection of US24 and West Street (24A MP 285-285.5):

- Phase I- 7,333 sqft- Casual dining and a private meeting room (1st floor) + fine dining restaurant (2nd floor)
- Phase II- 5,500 sqft entertainment facility – children's climbing gym + 5,400 sqft inline retail
- Phase III- 7.5 acres residential (10 du/acre)

TRIP GENERATION

Phase 1 (turnover restaurant + fine dining restaurant):

AM Weekday: 6 in, 4 out

PM Weekday: 42 in, 24 out

Saturday Peak: 45 in, 39 out

Phase 2 & 3 (entertainment facility + retail)?

AM Weekday: 24 in, 16 out

PM Weekday: 83 in, 66 out

Saturday Peak: 82 in, 74 out

Phase 4 (residential)?

AM Weekday: 33 in, 43 out

PM Weekday: 108 in, 84 out

Saturday Peak: 103 in, 96 out

TRAFFIC CHARACTERISTICS

Traffic growth:

Report: 2028 to 2043 (15 years) = 1.14

	Station ID	Route	Start	End	Description	AADT	Year	Single Unit	Comb Trucks	% Trucks	20 Year Factor	DHV	DVMT	DD
	100830	024A	285.278	285.843	ON SH 24 E/O PARK ST, WOODLAND PARK	24,000	2022	410	360	3.2	1.15	11	13,560	56

System Classification (OTIS):

MP 283.731 – MP 284.463: R-A Regional Highway

MP 284.463 – MP 286.074: NR-A Non-Rural Principal Highway

MP 286.074 – MP 294.144: NR-A Non-Rural Principal Highway

Speed Limit (OTIS):

Report:

Midland Avenue (US Highway 24) is a four-lane US Highway adjacent to the site to the north. The section of US Hwy 24 in the vicinity of the site is categorized as NR-A: Non-Rural Principal Highway by the Colorado Department of Transportation. The intersections with West Street and Fairview Street are currently signalized. The posted speed limit on Midland Avenue in the vicinity of the site is **30 miles per hour (mph)**.

OTIS:

024A	285.01	285.04	0.032	RD N (MAPLE ST)
024A	285.04	285.073	0.033	RD NW (MIDLAND AVE)
024A	285.073	285.145	0.069	RD N AND S (WEST ST)
024A	285.145	285.213	0.063	RD N (PINE ST)
024A	285.213	285.278	0.078	RD N AND S (CENTER ST)
024A	285.278	285.353	0.071	RD N AND S (PARK ST)
024A	285.353	285.454	0.101	RD N AND S (FAIRVIEW ST)
024A	285.454	285.538	0.09	RD N (LAUREL ST) (RAMPART RANGE RD)

024A	284.9	285.258	0.296	30	30
024A	285.258	285.353	0.095	35	30
024A	285.353	285.676	0.322	35	35
024A	285.676	286.201	0.703	45	35
024A	286.201	286.622	0.212	45	45
024A	286.622	287.099	0.464	55	45

TRAFFIC COUNTS:

West St:

- 8/8/2023- 6:30-8:30 mid-block, 7:30-8:30 TM
- 8/8/2024- 16:00-18:00 mid-block, 16:10-17:10 TM
- 8/5/2024- 12:00 – 14:00 mid-block, 13:00-14:00 TM

Center St:

- 5/25/2024- 6:30-8:30 mid-block (with 3x5-min breaks), 6:55-7:55 TM
- 5/24/2024- 16:00-18:00 mid-block (with 2x5min breaks), 16:10-17:10 TM
- 5/6/2023- 12:00 – 14:00 mid-block, 12:45-13:45 TM

Park St:

- 5/25/2024- 6:30-8:30 mid-block, 7:30-8:30 TM
- 5/24/2024- 16:00-18:00 mid-block, 16:35-17:35 TM
- 5/6/2023- 12:00 – 14:00 mid-block, 12:50-13:50 TM

S Fairview St:

- 8/8/2023- 6:30-8:30 mid-block, 7:30-8:30 TM
- 8/8/2023- 16:00-18:00 mid-block, 16:05-17:05 TM

- 8/5/2024- 12:00 – 14:00 mid-block, 12:00-13:00 TM

ON SH 24 E/O PARK ST, WOODLAND PARK (Station Id: 100830)

Daily Monthly Summaries Annual

10/14/2021 ▾

Data is only available on select dates for Short Duration sites.

[View Entire Month](#)

[Export to Excel](#)

Dir	0h	1h	2h	3h	4h	5h	6h	7h	8h	9h	10h	11h	12h	13h	14h	15h	16h	17h	18h	19h	20h	21h	22h	23h
P	37	29	32	46	110	267	594	785	720	897	1,011	1,121	1,288	1,098	1,020	1,152	1,064	1,023	768	454	261	181	166	99
S	51	24	24	35	48	150	283	718	728	835	984	1,067	1,199	1,292	1,376	1,470	1,422	1,393	1,095	712	507	382	337	134

P = Primary direction S = Secondary direction C = Combined traffic counts

ON SH 24 E/O PARK ST, WOODLAND PARK (Station Id: 100830)

Daily Monthly Summaries Annual

10/13/2021 ▾

Data is only available on select dates for Short Duration sites.

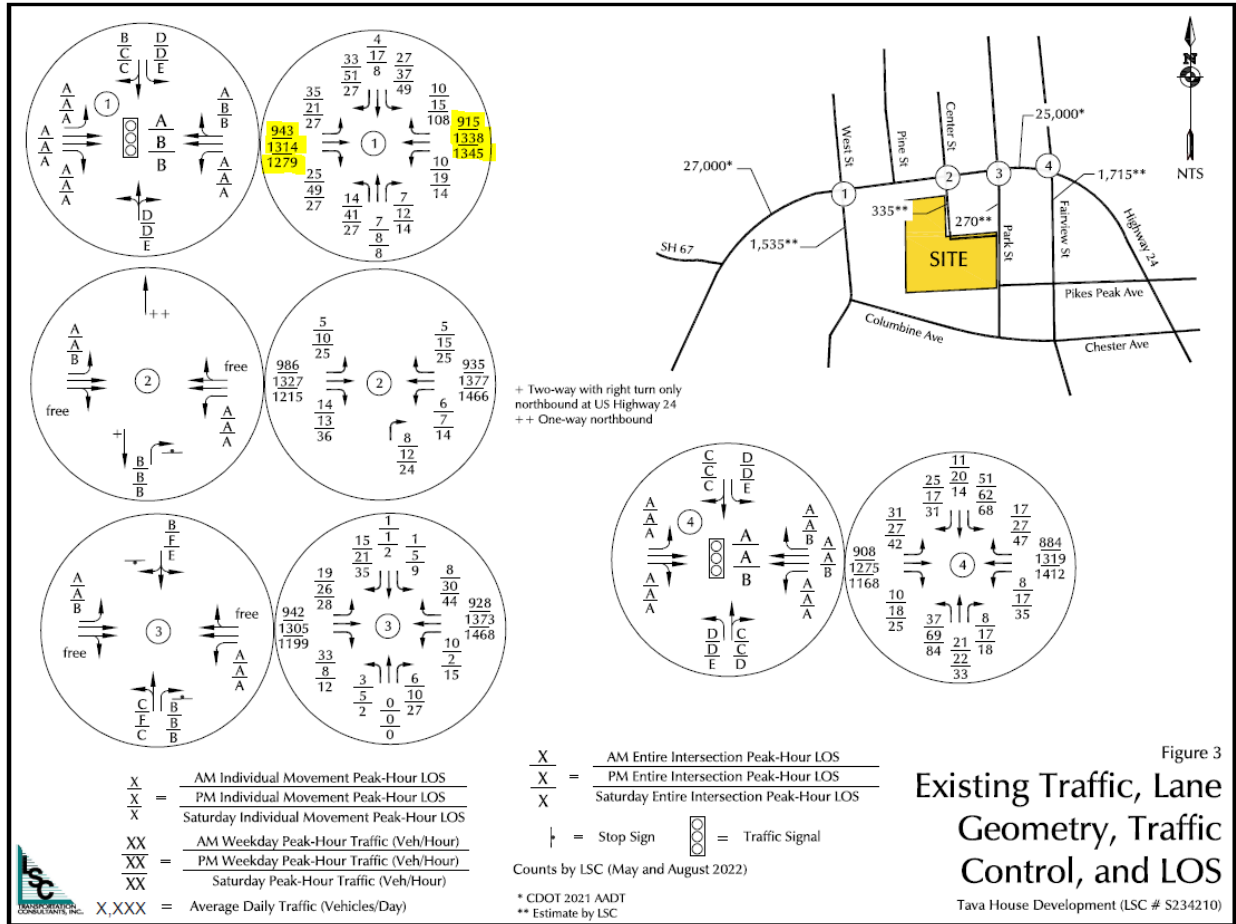
[View Entire Month](#)

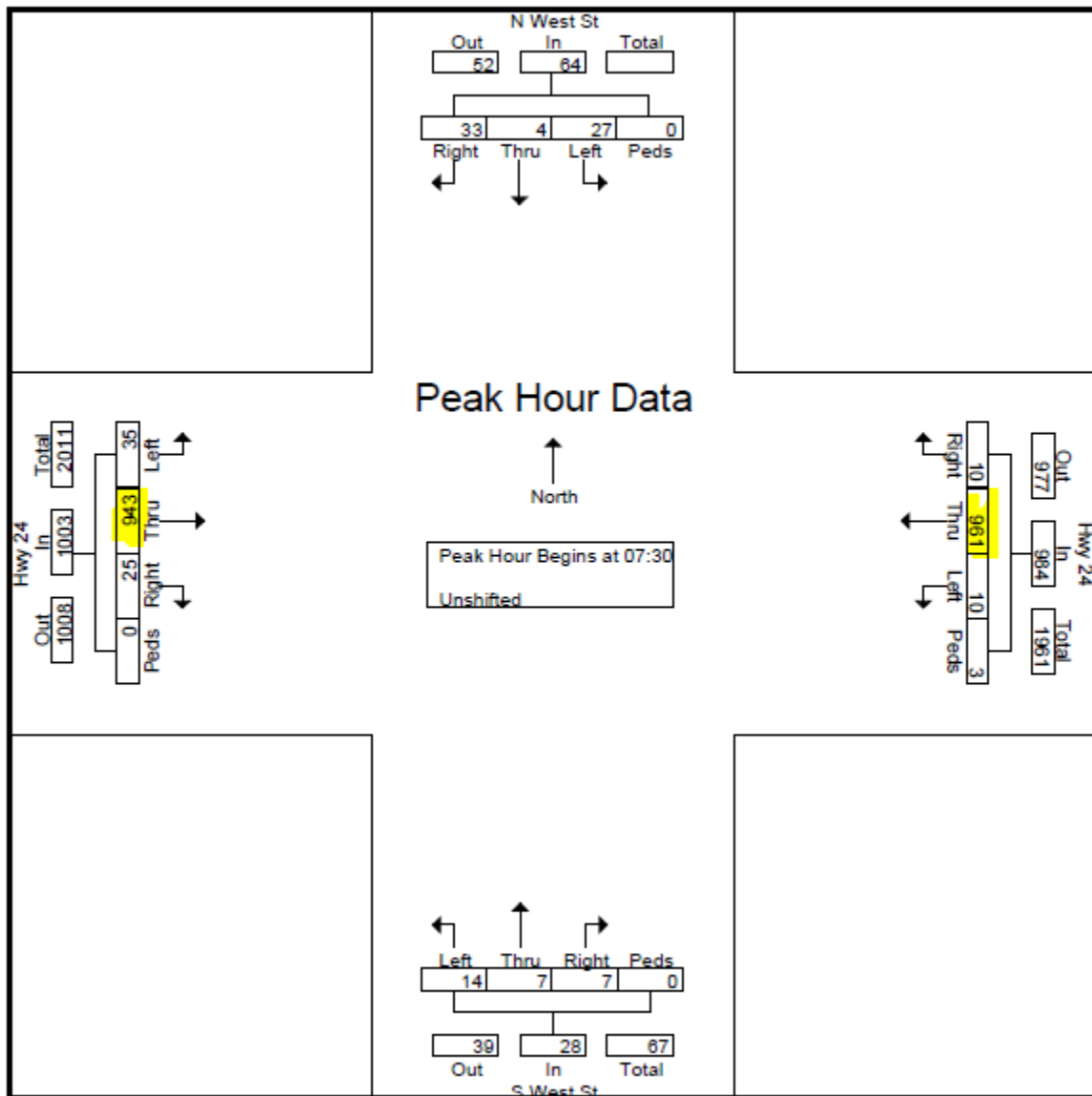
[Export to Excel](#)

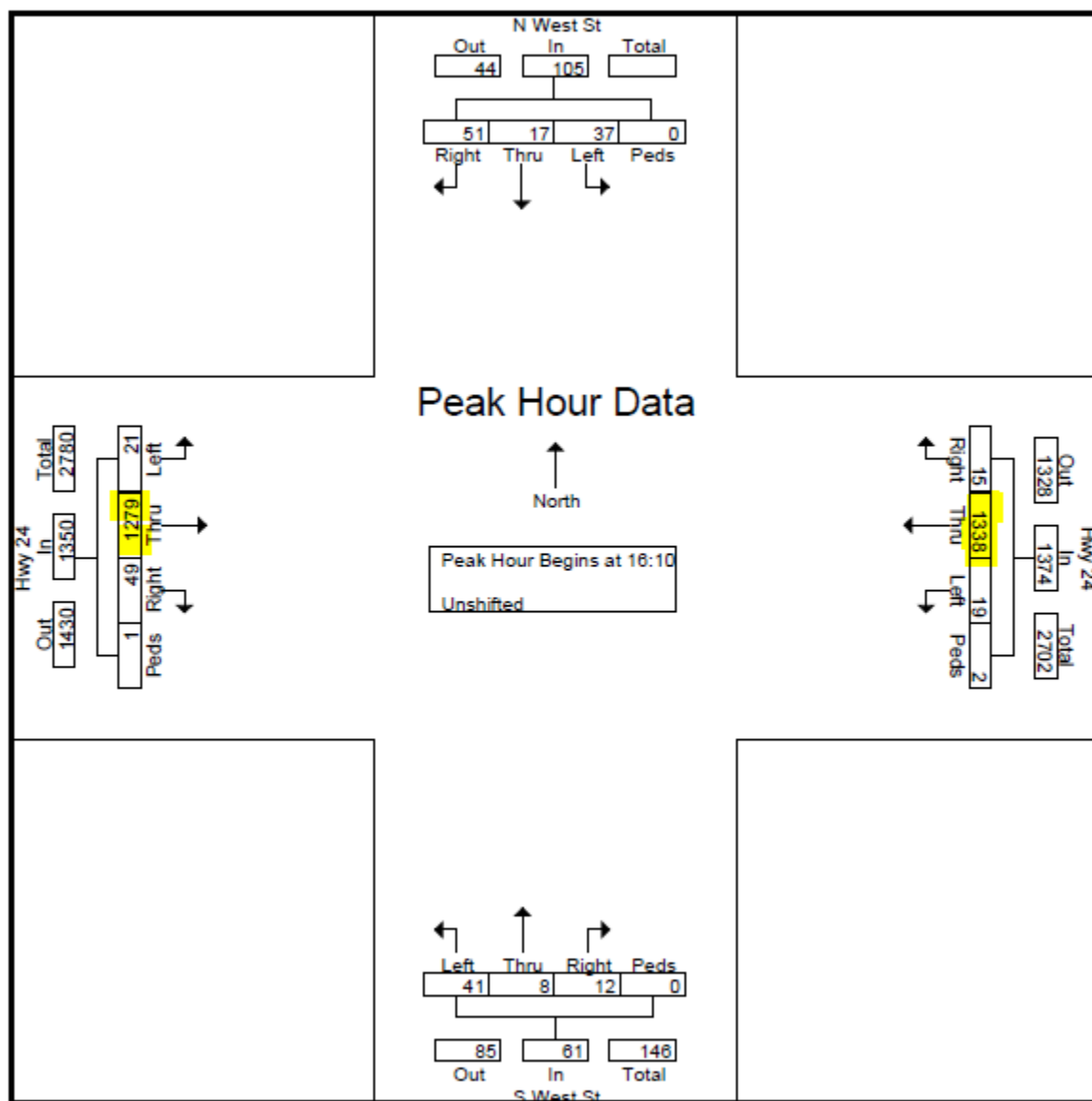
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P	44	26	35	64	114	295	608	882	847	896	954	1,020	1,216	989	1,009	979	902	781	533	323	203	163	77	47
S	48	24	33	32	70	160	297	711	750	813	915	934	1,023	1,074	1,055	1,149	1,247	1,138	848	517	401	266	169	91

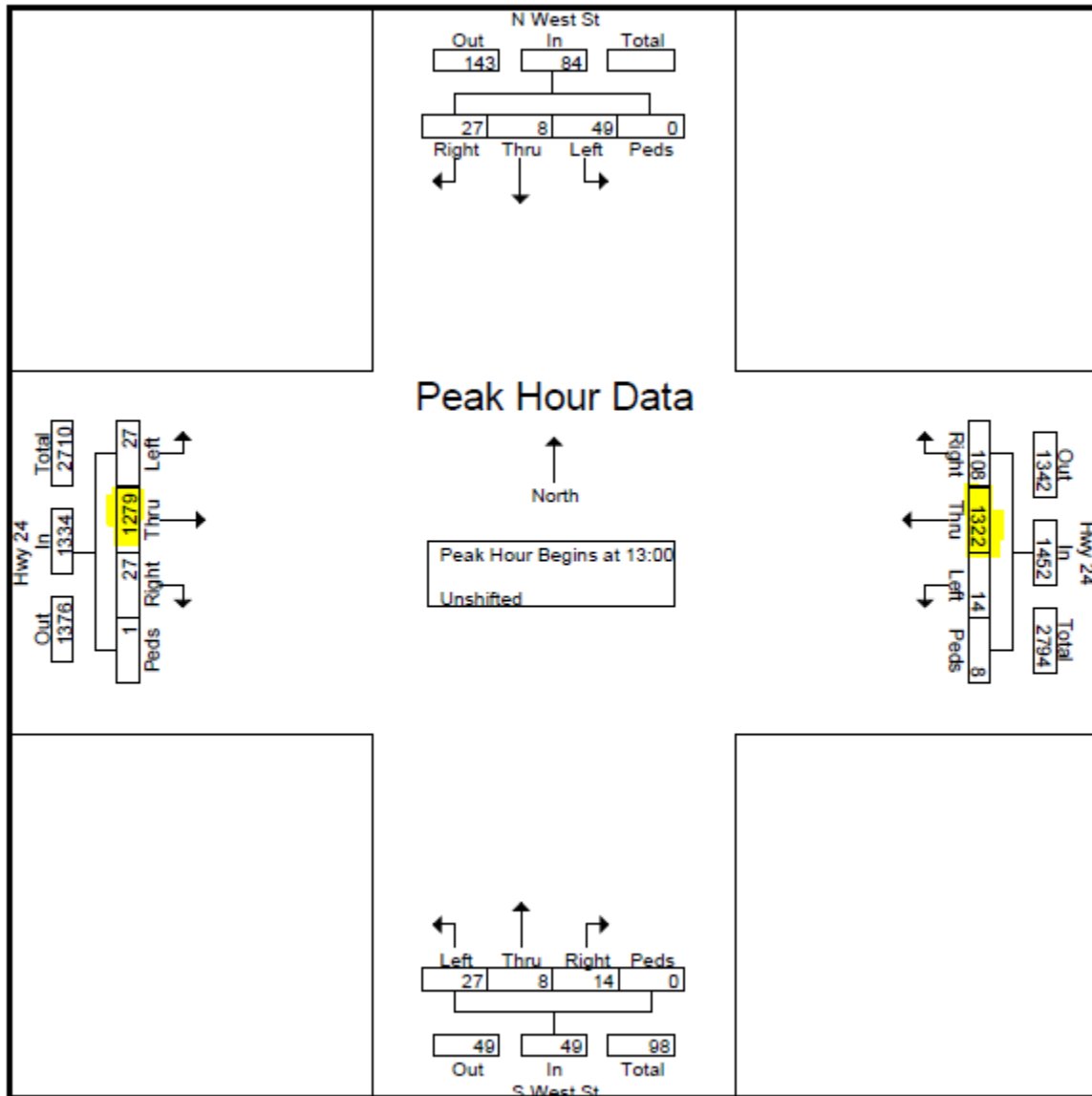
P = Primary direction S = Secondary direction C = Combined traffic counts

Example of inconsistent existing traffic:

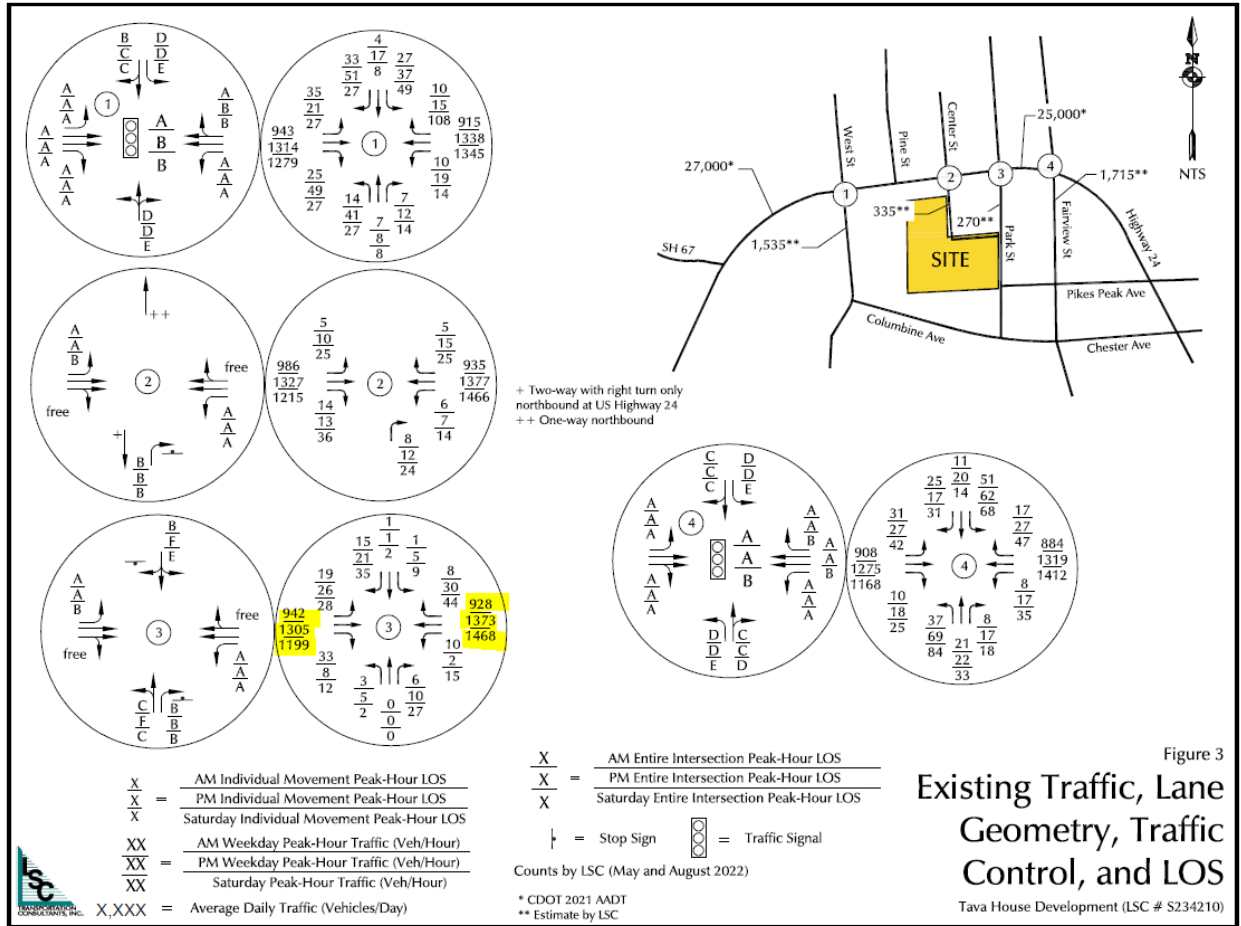


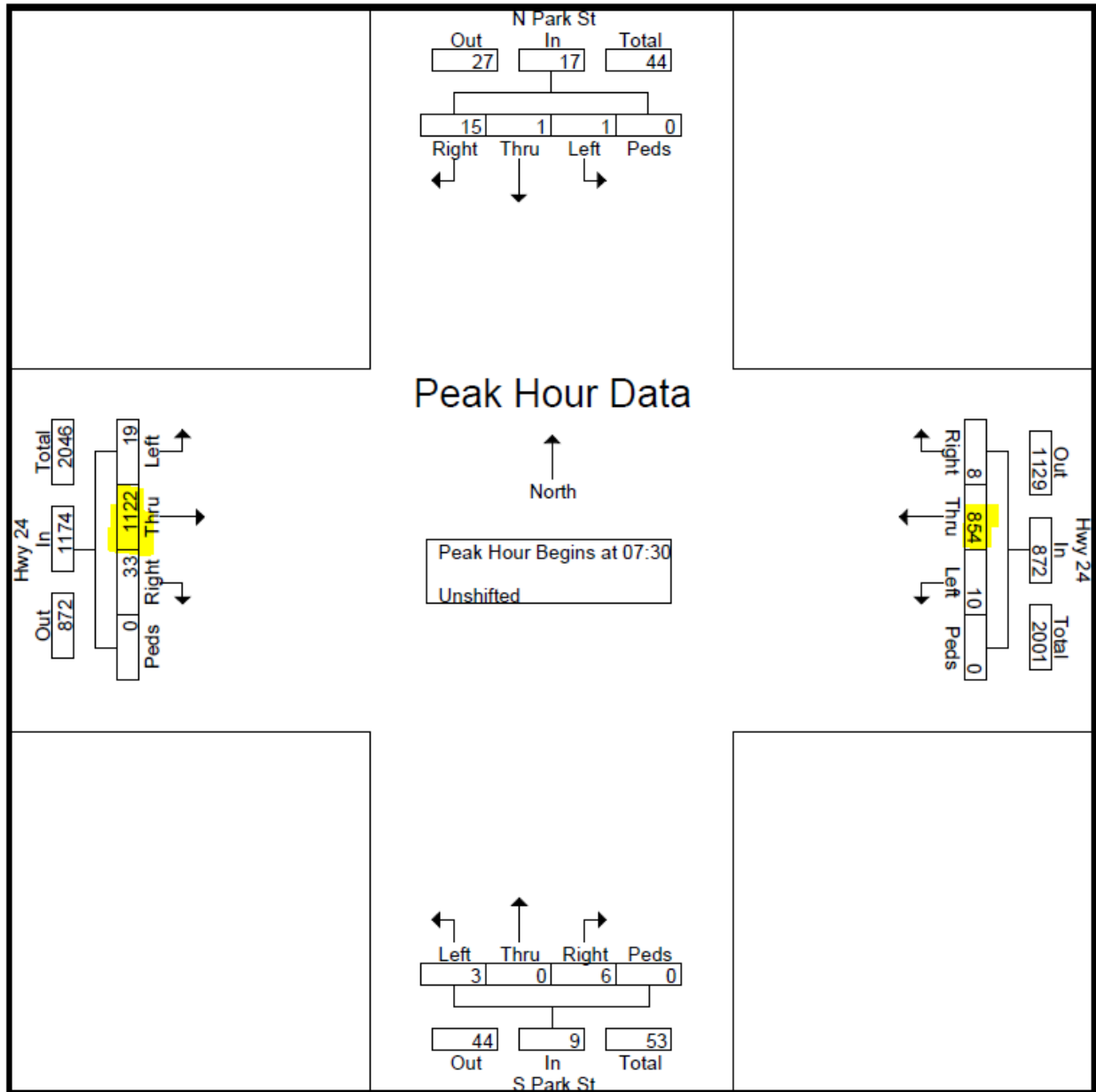


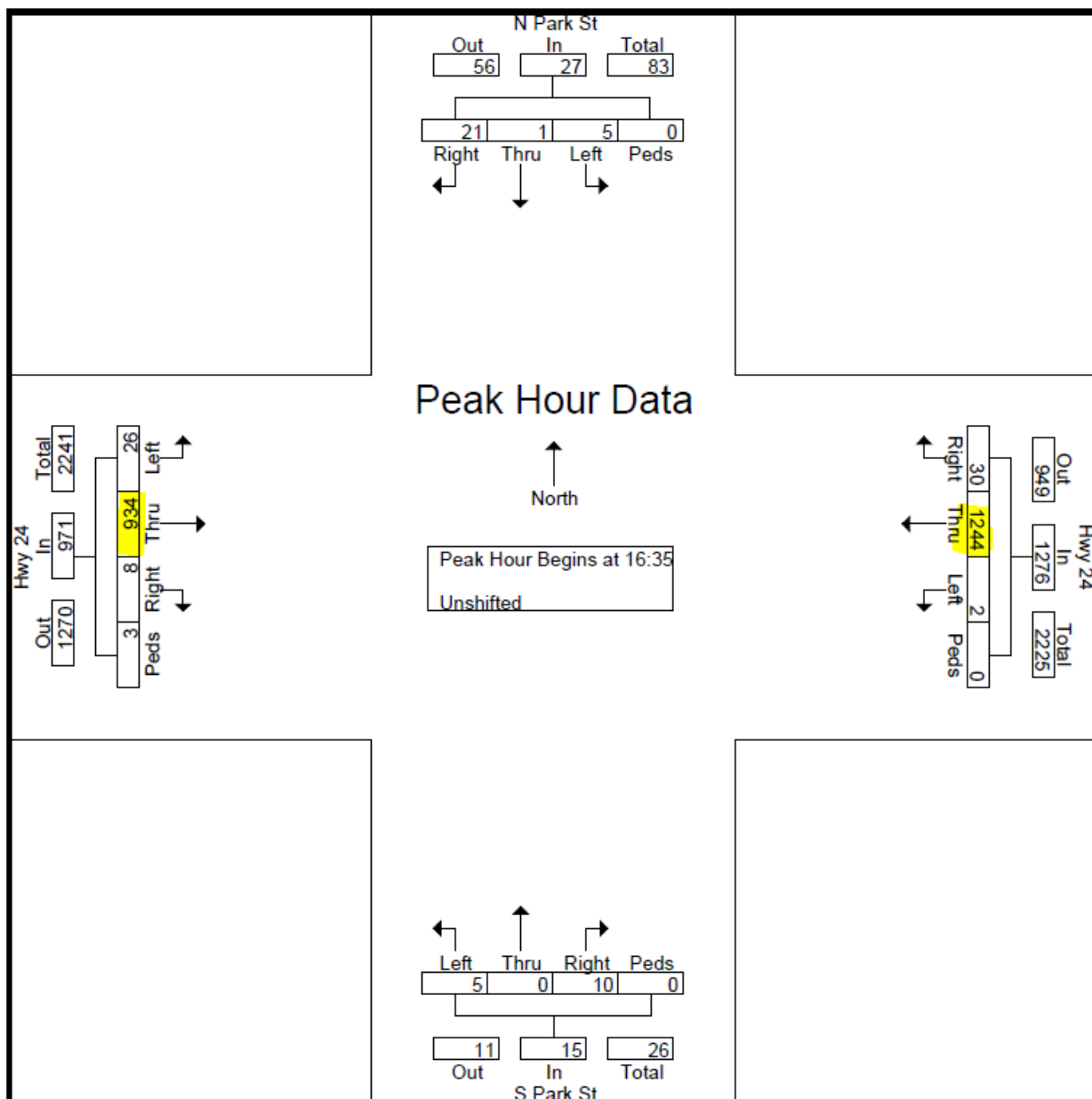


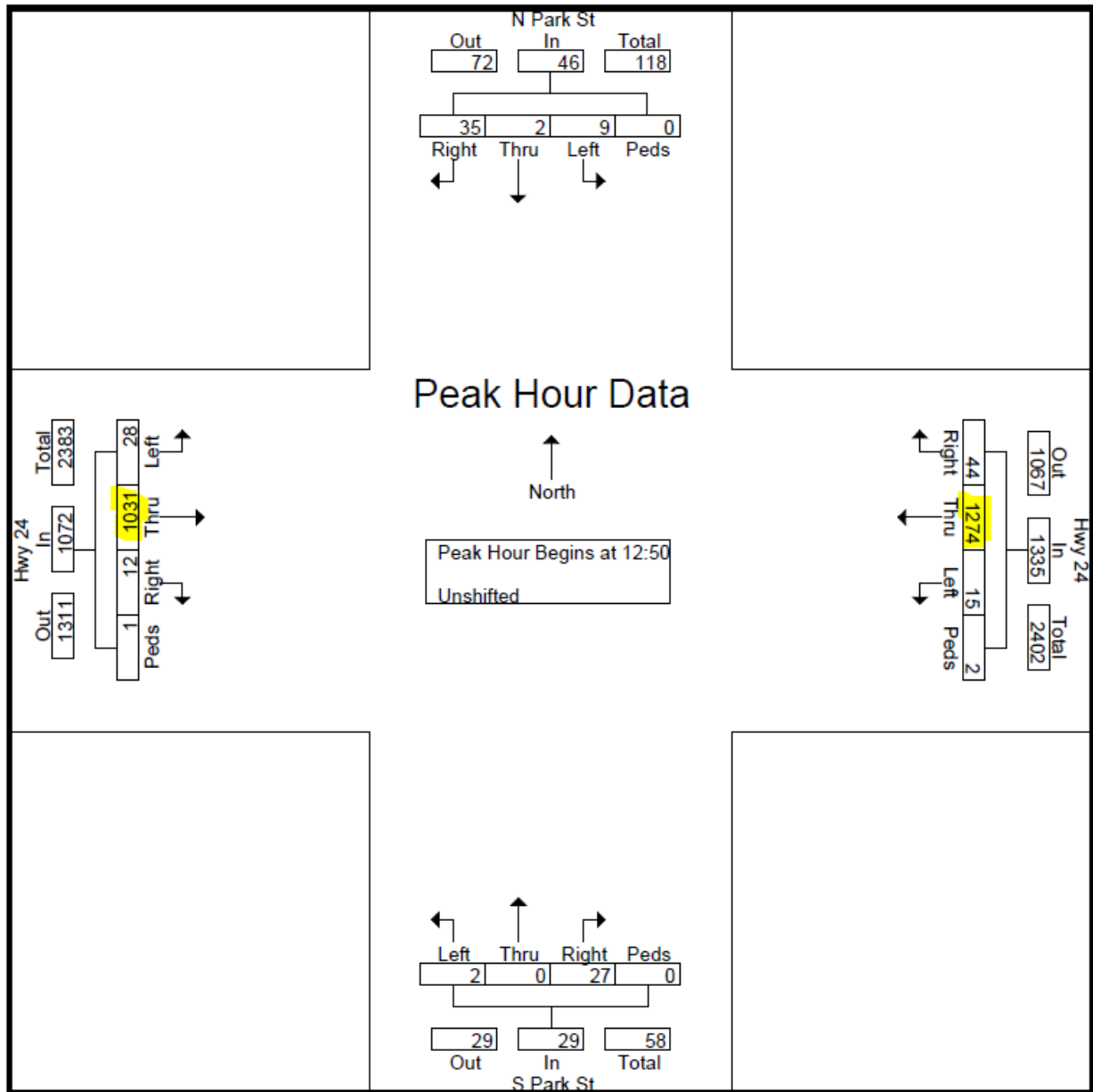


Another example:



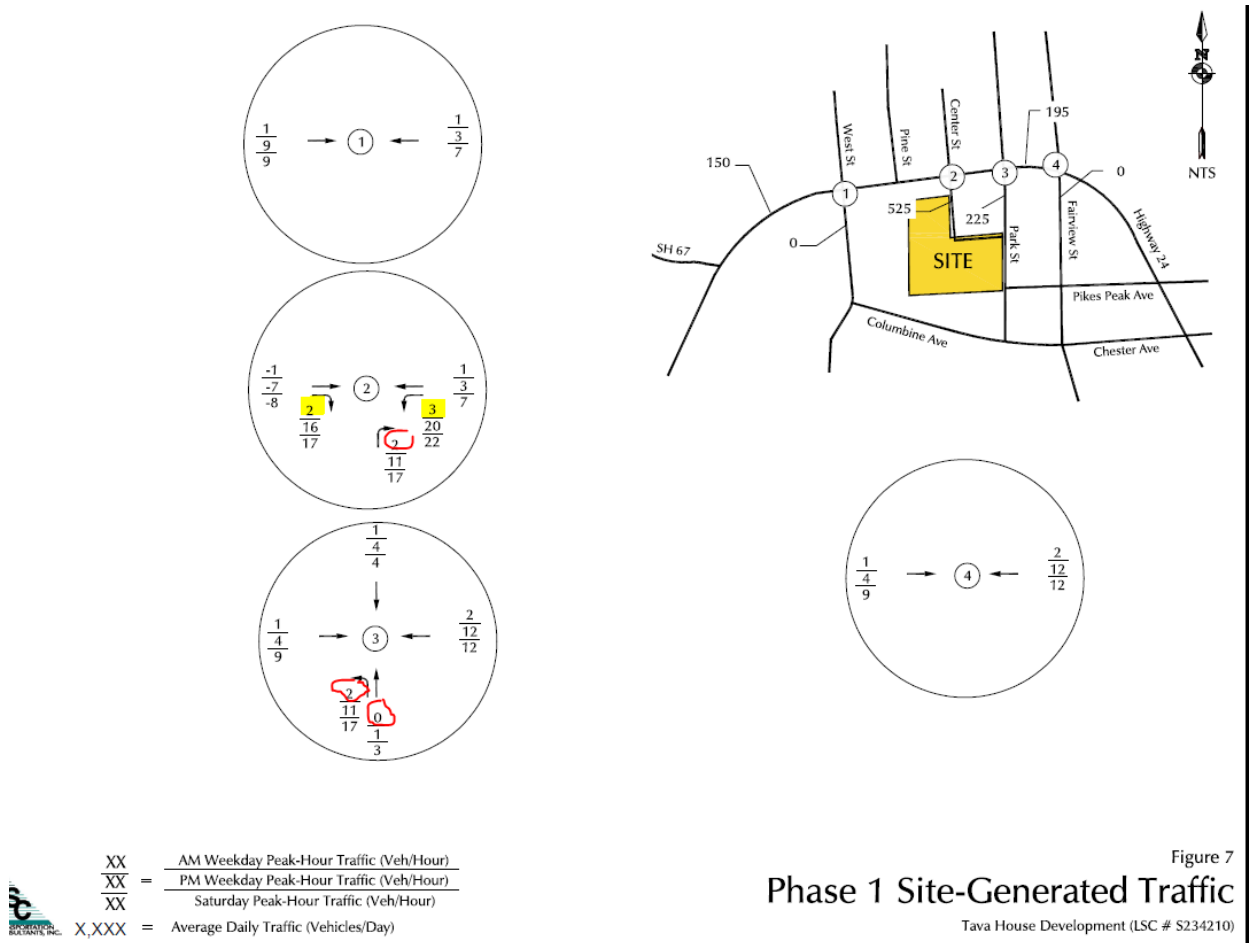




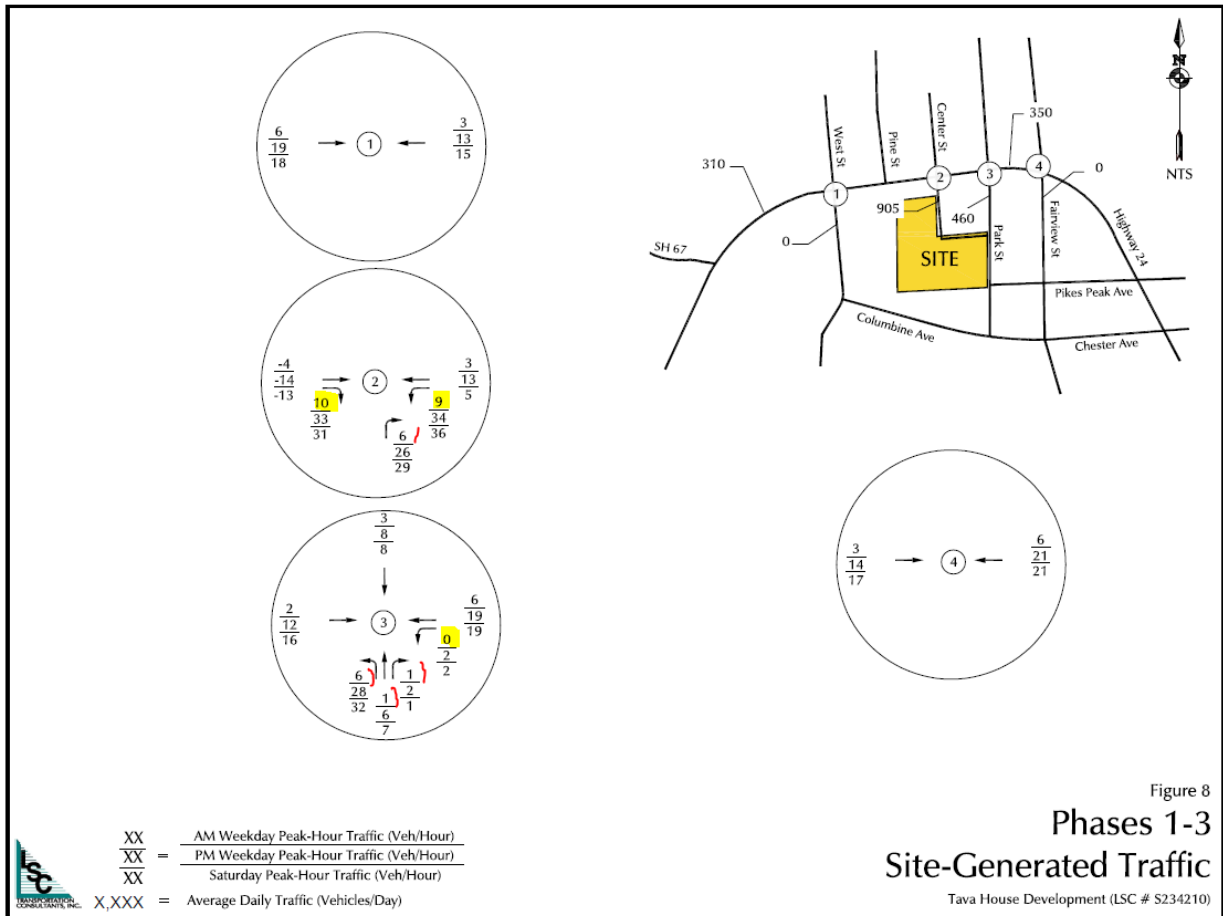


GENERATED TRAFFIC:

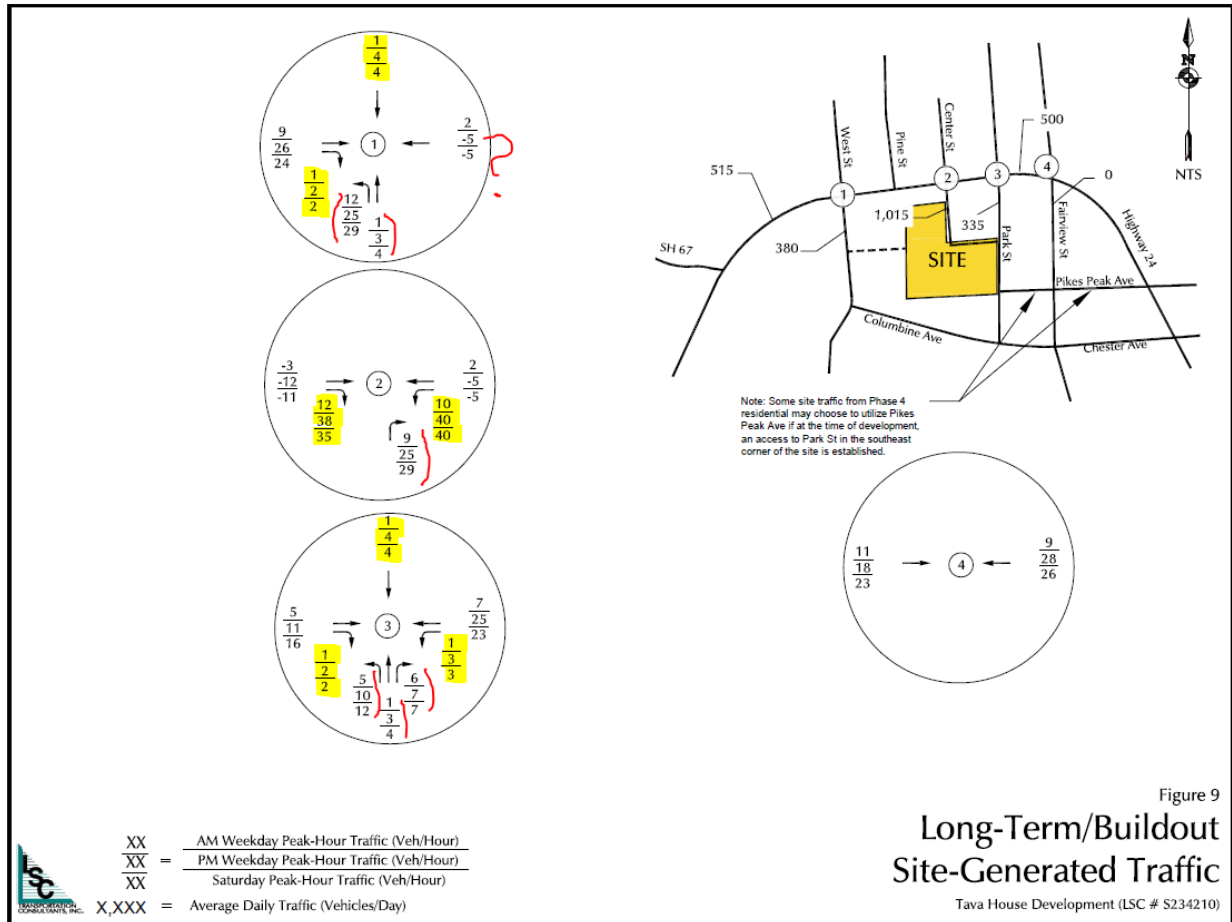
Inconsistent calculation- traffic is underestimated. Hwy 24 has disappearing vehicles that are not added to the access traffic.



Phase 1- (Figure 7)- shows 5 vehicles in and 4 out in the AM Weekday (should be 6 in, 4 out); 36 vehicles in, 23 out (should be 42 in, 24 out) in the PM Weekday, and 39 in, 37 out (should be 45 in and 39 out) in Saturday peak.



Phase 1-3- (Figure 8)- shows 19 vehicles in and 14 out in the AM Weekday (should be 24 in, 16 out); 69 vehicles in, 62 out (should be 83 in, 66 out) in the PM Weekday, and 98 in, 69 out (should be 103 in and 96 out) in Saturday peak.



Phase 4- Traffic Distribution (Figure 9)- shows 27 vehicles in and 34 out in the AM Weekday (should be 33 in, 43 out); 93 vehicles in, 73 out (should be 108 in, 84 out) in the PM Weekday, and 90 in, 85 out (should be 82 in and 74 out) in Saturday peak.

QUEUES:

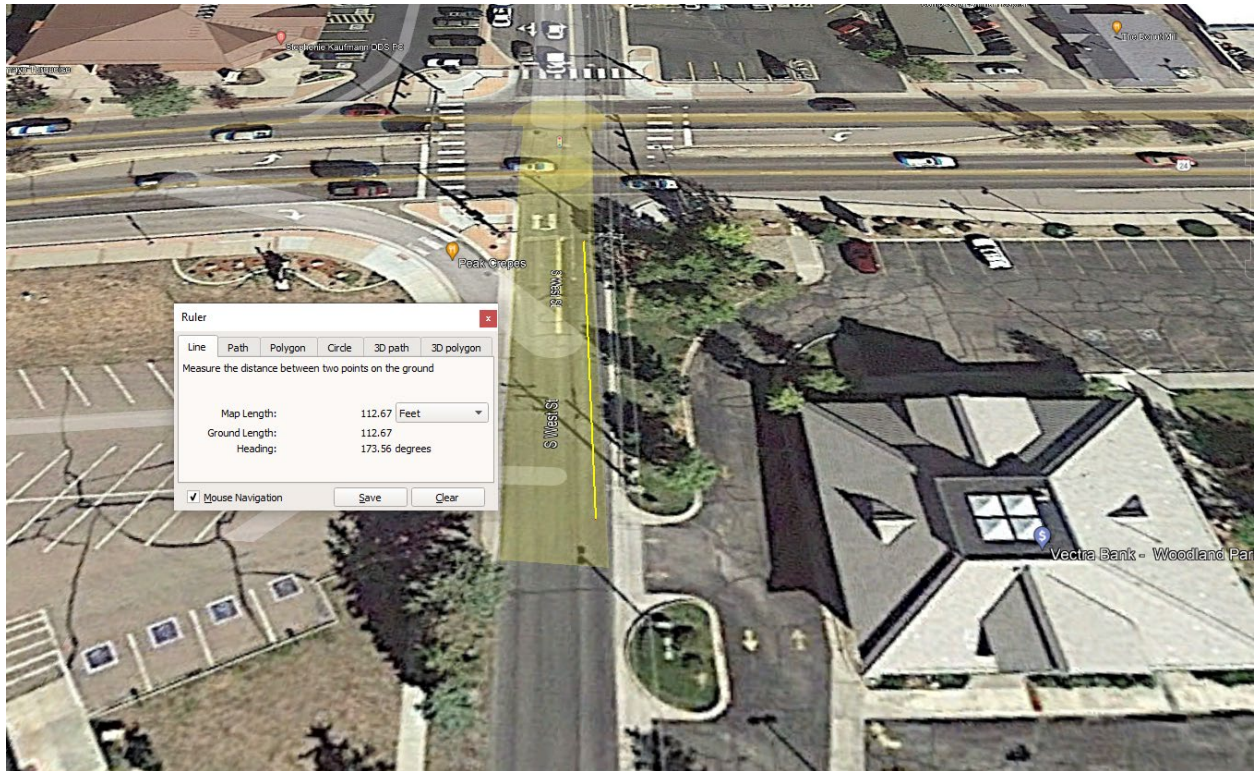


Figure 1: West St 95th Percentile Queue: 2028 PM Peak: 86ft, Saturday: 86ft

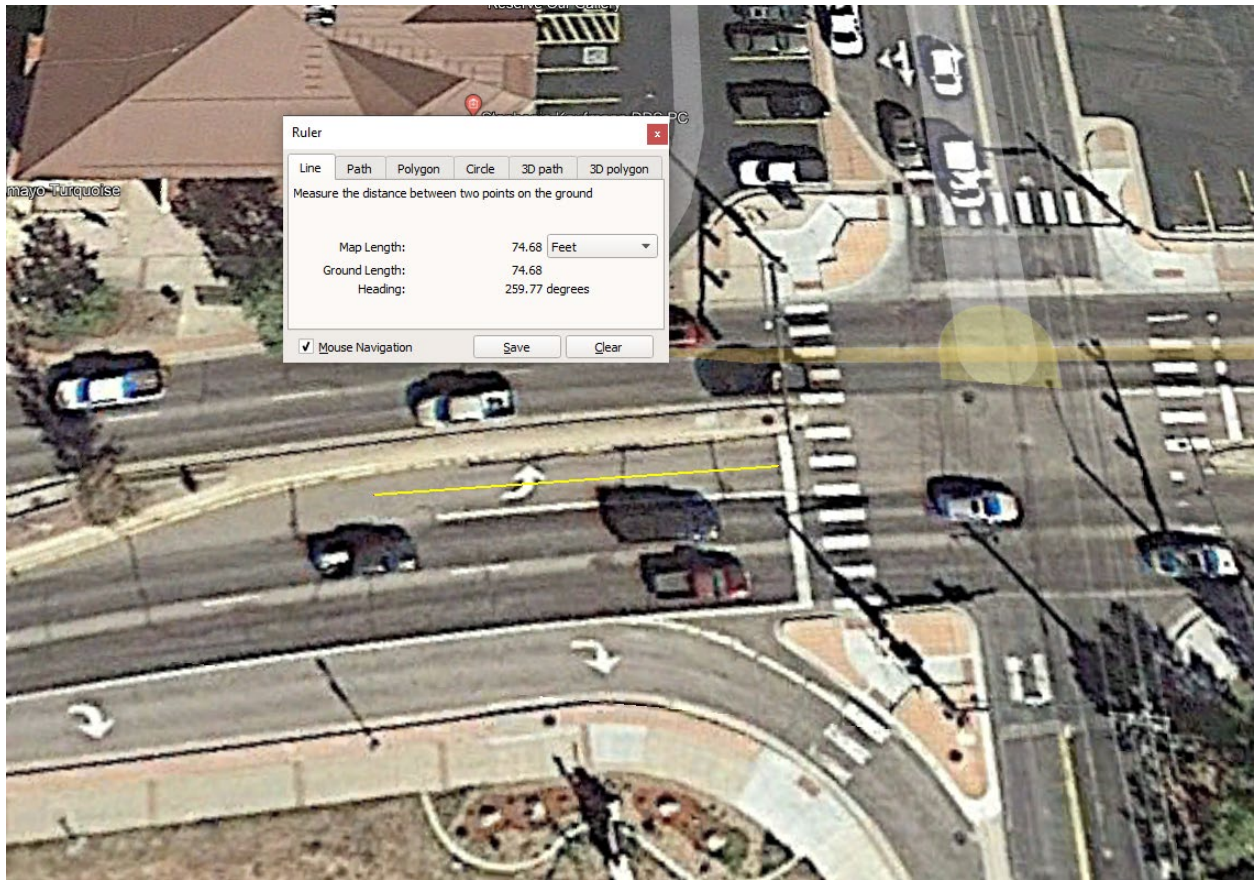


Figure 2: West St 95th Percentile Queue EBL: 2028 PM Peak: 39ft, Saturday: 69ft

COMMENTS:

- Land Use (page 5) shows 3 development phases: **Phase I**- 7,333 sqft- Casual dining and a private meeting room (1st floor) + fine dining restaurant (2nd floor); **Phase II**- 5,500 sqft entertainment facility – children’s climbing gym + 5,400 sqft inline retail; **Phase III**- 7.5 acres residential (10 du/acre). Trip Generation (page 8 and 9) mentions 4 phases, where the 4th phase consists of a residential development. Clarify.
- Traffic counts: Counts are shown to be collected in 2024 (future). Correct this. Also, counts “were” collected for up to two hours at each intersection. The chosen counted periods and peak turning movements are not convincing, as only two hours for mid-block counts are too short, selected peak periods match the ends of the mid-block counts, and counts were collected at different dates for different intersections. So, new traffic counts should correct this.
- Existing traffic (Figure 3)- Inconsistent with the traffic counts.
- Show separate figures for newly generated traffic and pass-by (diverted) traffic.
- Site generated traffic calculation is incorrect (Figures 7-9)- traffic is underestimated. Hwy 24 has disappearing vehicles that are not added to the access traffic. Generated traffic (neither ins nor outs) does not add up to the values from ITE.
- Directional distribution (Figure 7) Site frontage volumes at 24A are higher on the West side of the development (Figure 3, OTIS). Still, East is favored (35% West vs. 45% East for Phases 1-3 and 43% vs. 50% East for full buildout). Also, 15% of traffic in Phases 1-3 and 5% of traffic at full buildout arrive from Center St, which requires proof. The counts provided show that 0 vehicles are currently going into 24A @ Center St North leg.
- Use the actual (not optimized) CDOT signal settings for existing conditions and attach the signal timings received from CDOT. For future (20 years after buildout)- assume protected only left turns and no right on red (with pm+pt phasing) in case these are needed for safety reasons, but not currently used.
- New traffic impact study is needed.
- Queues: short left turn lanes and non-existing right turn lanes at 24A.