Town of Superior
Board of Trustees and
May 13, 2024 (6:00 p.m.)

The Board meeting will be held in-person and remotely, and members of the public wishing to attend may view the Meeting by visiting the Town's website: https://www.superiorcolorado.gov/home

The Board Meeting recording will be posted subsequently on the Town's website.

1. Call to Order Meeting of Board of Trustees (6:00 p.m.)

2. Preliminary Matters (6:00 p.m.)

    a. Pledge of Allegiance

    b. Roll Call

    c. Approval of Agenda

    d. Board Reports (6:05 p.m.)

    e. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comment are asked to state your name and the city you live in (limit 5 min./person) (6:20 p.m.)

    f. Home Rule Charter Presentation (6:30 p.m.)

3. Consent Agenda (7:30 p.m.)
    a. Approval of the Board of Trustees Meeting Minutes
    b. Acceptance of Committee Meeting Notes
    c. Consideration of Resolution Approving Intergovernmental Agreement for Boulder County Youth Corps Program Services
    d. Monthly Summary of Noise Reports for Rocky Mountain Metropolitan Airport Operations during April 2024
    e. Consideration of Resolution Approving Superior Youth Leadership Council Appointments (SYLC)

4. Consideration of Resolution Approving Rock Creek Parkway Improvements Project (7:45 p.m.)

5. Consideration of Resolution Approving Park & Playground Rebuild Construction Contract (Big/Little Sagamore & Children's Parks (8:45 p.m.)

6. Consideration of Ordinance Adopting Model Traffic Code (Second Reading) (9:45 p.m.)

7. Consideration of Ordinance to Amend the Town's Animal Protection Regulations (Second Reading) (10:00 p.m.)

8. Consideration of Ordinance Adopting by Reference the 2023 Edition of the National Electrical Code (First Reading) (10:15 p.m.)

9. Adjournment (11:00 p.m.)

Public comment related to a Public Hearing item may be submitted by email as an alternative to speaking in person, and emailed comments must be received at townboard@superiorcolorado.gov by 12:00 noon on the calendar day before the Public Hearing (Sunday if the Public Hearing is on Monday).

Public comment submitted via e-mail regarding general Town Board agenda items that are not the subject of public hearings should be submitted with sufficient time before the meeting to allow Board Members an opportunity to review.

ITEM NO. 2f

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Home Rule Commission Presentation of the Home Rule Charter**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Dalton Valette, Chair**
Matt Magley, Town Manager
Kathryn Sellars, Town Attorney

PRESENTED FOR: **Presentation**

BACKGROUND:
On November 7, 2023 the electors of the Town voted to establish a Home Rule Charter Commission and elected the following nine Commissioners to fulfill the task of drafting a charter for the Town:

Dalton Valette
Mike Foster
Ryan Hitchler
Chris Hanson
Ryan Welch
Heather Cracraft
Clair Dixon
Jeff Chu
Clint Folsom

The Commission held their first meeting on Thursday, December 7, 2023, and continued meeting twice monthly through May 2, 2024. They held their public hearing on April 18, 2024. At their final meeting on May 2, 2024, the Commissioner's unanimously approved the Home Rule Charter.

At tonight's meeting the Home Rule Commission will formally submit the proposed Charter along with an overview of the Commission's process, approach, and consequential decisions that resulted in the attached proposed Charter. The Board needs to refer the question to the electors, for the election to be held November 5, 2024, and set the ballot title within sixty days of the submission

of the Charter. This action is scheduled for the June 10, 2024 meeting. Within thirty days of the submission of the charter, the Town must publish and give notice of the election. The notice must contain the full text of the charter.

RECOMMENDED ACTION:
Presentation of the Home Rule Charter.

MOTION:
None

ATTACHMENTS:
- Home Rule Charter
- Presentation

Preamble

We, the Town of Superior, in order to form a more effective and responsive government of the people, by the people, and for the people, do ordain and establish this Home Rule Charter.

Through this Charter and the local government it defines, the people of Superior reserve their right to address matters of local concern at the local level. The Charter enables the people of Superior to fully enjoy the benefits of self-governance and to provide for a safe and sustainable future by establishing a municipal government that is open, accessible, responsive, accountable, responsible, and professional.

To maintain the qualities that make Superior a unique community, it is also important to protect and enhance the Town's natural, cultural, and recreational resources, and preserve the Town's scenic, historic, and aesthetic features. In order to achieve these goals, we adopt this Home Rule Charter as a framework for local governance, and we commit ourselves to its execution for all the residents of Superior.

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Article 1
General Provisions

1.01 Name and Boundaries.

The municipal corporation heretofore existing as the Town of Superior, located in Boulder and Jefferson Counties, State of Colorado, shall remain and continue a body politic and corporate and under this Charter shall be known as the Town of Superior, with boundaries the same as presently established, until changed in a manner authorized by law.

1.02 Form of Government.

The municipal government established by this Charter shall be a Council/Manager form of government. Pursuant to the Charter provisions and subject only to limitations imposed by the Constitution of the State of Colorado, all powers shall be vested in an elected Town Council, pursuant to this Charter and applicable law.

1.03 Authority.

(1) The Town shall have all the authority of local self-government, home rule, and all authority possible for a municipality to have under the Constitution and laws of the State of Colorado.

(2) The enumeration of any particular authority in this Charter shall in no way be deemed to limit or exclude the exercise of any authority.

(3) All authority shall be exercised in the manner set forth in this Charter, or if not provided for in this Charter, in such manner as provided for by ordinance, resolution, or state statute.

1.04 Rights and Liabilities.

(1) By the name of the Town of Superior, a municipal corporation, the Town shall have the following rights and liabilities:

(a) The right to perpetual succession;

(b) The right to own, possess, and hold all property, real and personal, heretofore owned, possessed, and held by the Town, and to manage and dispose of all trusts in any way connected therewith;

(c) The right to purchase or otherwise acquire property on which there are delinquent taxes or special assessments and to dispose of them in like manner as any other property;

(d) The right to succeed to all rights and liabilities of the Town;

(e) The right to acquire all benefits of the Town and to assume and pay all bonds, obligations, and indebtedness of the Town;

(f) The right to sue and defend, plead and be impleaded in all courts and places and in all matters and proceedings;

(g) The right to purchase, lease, receive, hold, and use, or sell and dispose of real and personal property, except as limited by this Charter;

(h) The right to establish and provide public works, public utilities, and other public services as permitted by law;

(i) The right to adopt, have, and use a common seal and alter the same;

(j) The right to adopt ordinances and resolutions on all matters unless otherwise prohibited by this Charter or by laws applicable to home rule municipal corporations in the State of Colorado; and

(k) The right to have all rights, powers, and liabilities applicable to Colorado home rule municipal corporations as set forth in Article XX of the Constitution of the State of Colorado and Title 31, Colorado Revised Statutes, and other applicable statutes, as amended.

Article 2
Elections

2.01 Election Laws.

Town elections shall be governed by the Colorado Municipal Election Code of 1965, C.R.S. § 31-10-101, *et seq.*, as amended, except as otherwise provided in this Charter or by ordinance.

2.02 Types of Elections.

(1) Regular municipal elections shall be held on the Tuesday following the first Monday in November of each even-numbered year.

(2) The Mayor and each Council Member shall take office at the first regular meeting of the Town Council following certification of the election and shall continue in office until their successors have been elected and take office.

(3) Special Town elections shall be held in accordance with the provisions of the Colorado Municipal Election Code of 1965, C.R.S. § 31-10-101, *et seq.*, as amended, except as otherwise provided in this Charter or by ordinance hereafter enacted. Any special Town election may be called by resolution of the Council not less than forty-five (45) days in advance of such election or when required by this Charter or by statute. The resolution calling a special Town election shall set forth the purposes of such election.

2.03 Nonpartisan Elections.

All municipal elections shall be nonpartisan.

2.04 Campaign Finance.

The Town Council shall adopt and maintain by ordinance local campaign finance regulations that address the matters covered by Article XXVIII of the Constitution of the State of Colorado and the Fair Campaign Practices Act, C.R.S. § 1-45-101,

et seq., as amended. Such ordinance shall control local election matters instead of Article XXVIII of the Constitution of the State of Colorado and the Fair Campaign Practices Act, C.R.S. § 1-45-101, *et seq.*, as amended. The local campaign finance regulations shall require timely disclosure of all campaign contributions and spending.

Article 3
Town Council

3.01 Town Council and Mayor.

(1) The Town Council shall include a Mayor and six (6) Council Members. The positions of Mayor and Council Member are separate offices. As used in this Charter, "Town Council" includes the Mayor and all Council Members; the term "Council Member" excludes the Mayor.

(2) The Mayor and Council Members shall be elected at large by the registered electors of the Town.

(3) The Mayor and all Council Members shall be elected to serve four (4) year terms unless a two (2) year term is required to restore staggered positions on the Town Council. In such case, the four (4) year term(s) shall go to the candidate(s) with the highest number of votes, and the two (2) year term(s) shall go to the candidate(s) with the next highest number of votes.

(4) No elected Mayor or Council Member shall serve more than two (2) consecutive terms in one office. Terms are not consecutive if they are at least four (4) years apart or are for separate offices. For the purposes of this limitation, any term to which an individual is appointed does not count as a term.

(5) Candidates for Mayor are required to obtain fifty (50) valid signatures on their candidate nomination petitions. Candidates for Council Member are required to obtain twenty-five (25) valid signatures. Registered electors may sign any number of petitions, regardless of the number of separate offices to be filled in the election.

3.02 Mayor.

(1) The Mayor shall be the presiding officer of the Town Council and the recognized head of the Town government for all legal and ceremonial purposes. The Mayor, or anyone acting as Mayor, shall have the following duties, authorities, and responsibilities:

(a) To vote in the same manner as a Council Member without veto power upon any question;

(b) To sign all contracts binding the Town, all conveyances of interests in land by the Town, all ordinances and resolutions, and any other documents requiring their signature except as may be delegated by

ordinance to the Town Manager or as otherwise provided by ordinance and attested by the Town Clerk under the seal of the Town; and

(c) To have such other authority as may be conferred upon the Mayor by this Charter and the Town Council, so long as that grant of authority does not conflict with this Charter's provisions.

3.03 Authority of the Town Council.

(1) The Town Council shall have the following authority:

(a) To enact and provide for the enforcement of all ordinances necessary to protect life, health, safety, welfare, and property;

(b) To declare, prevent, and summarily abate and remove nuisances in accordance with due process;

(c) To preserve and enforce good government, general welfare, order, and security of the Town and the inhabitants thereof;

(d) To enforce ordinances and regulations by fines or imprisonment as permitted by state law, or by both fines and imprisonment for every offense; and

(e) To delegate to boards, commissions, and committees, within the limitations of the Constitution of the State of Colorado and this Charter, such functions and authority of the Town as the Town Council deems proper and advisable.

(2) The Town Council shall deal with the administrative service solely and directly through the Town Manager. No member of Town Council shall dictate the appointment of, direct, or interfere with the work of any employee under the Town Manager.

(3) The Town Council shall be the legislative and governing body of the Town and shall exercise, except as otherwise provided in this Charter, all powers conferred upon or possessed by the Town.

3.04 Qualifications to Serve on Town Council.

(1) No person shall be eligible to be elected or appointed to the Town Council, or to remain seated on the Town Council, unless they are:

(1) A citizen of the United States of America;

(2) A registered elector of the Town of Superior; and

(3) A resident of the Town for a period of no less than twelve (12) consecutive months preceding the election.

(2) No person who is an employee of the Town may serve on the Town Council. Any Town employee elected or appointed to the Town Council shall be deemed to have resigned as an employee on the date of taking office on the Town Council. A Town board, commission, or committee member may also serve on the Town

Council if permitted by ordinance or resolution. If not permitted by ordinance or resolution, any Town board, commission, or committee member elected or appointed to the Town Council shall be deemed to have resigned as a board, commission, or committee member on the date of taking office on the Town Council.

(3) No person may be a candidate for more than one Town office in the same election. A person may be a candidate for one Town office while serving in another Town office and, if not elected, may serve out their existing term.

(4) No person may simultaneously hold a position as an elected or appointed state or county government official while a member of Town Council.

(5) The Mayor and each Council Member shall continue to meet the requirements of this Section throughout their term of office.

(6) The Town Clerk shall be the judge of all qualifications for candidates for Town Council, except as otherwise provided by ordinance.

3.05 Town Council Meetings.

(1) The Town Council shall meet regularly at least once each month at a day, hour, and place fixed by the Town Council.

(2) Four (4) members of the Town Council shall constitute a quorum, but in the absence of a quorum, a lesser number may continue any meeting or hearing to a later time or date, and in the absence of all members, the Town Clerk may adjourn any meeting.

(3) All regular and special meetings of the Town Council shall be open to the public and the public shall have a reasonable opportunity to be heard. A permanent record of the proceedings of each meeting shall be kept by the Town Clerk and signed by the Mayor.

3.06 Special Meetings.

(1) Special meetings of the Town Council shall be called by the Town Clerk on the request of at least two (2) Council Members or by the Mayor, with at least twenty-four (24) hours' notice provided to each member of the Town Council.

(2) Written notices of any special meeting and the topic of any special meeting shall be posted consistent with the posting of notice for regular Council meetings. No business shall be transacted at any special meeting of the Town Council unless such business has been stated in the notice of such meeting.

3.07 Executive Sessions.

(1) Any Town Council meeting may be recessed into an executive session by the affirmative vote of two-thirds (2/3) of the Town Council present and may be closed to the public for the purpose of considering any of the following matters:

(a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest;

(b) Conferences with an attorney for the Town for the purposes of receiving legal advice on specific legal questions;

(c) Matters required to be kept confidential by federal or state law or rules and regulations. The Town Council shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session;

(d) Specialized details of security arrangements or investigations, including defenses against terrorism, both domestic and foreign, and including where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law;

(e) Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators;

(f) Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting;

(g) Consideration of any documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*, as amended; or

(h) Any other matter authorized by the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, as amended.

(2) The general subject matter of every executive session shall be stated in the motion calling for the session unless doing so would compromise the purpose of the executive session. No formal action, no final policy decision, no rule, regulation, resolution, or ordinance, and no action approving a contract or calling for the payment of money shall be adopted or approved at any executive session.

(3) The Town Manager, the Town Attorney and other relevant persons, upon invitation by Town Council, may attend executive sessions.

(4) The provisions of this Section are specifically intended to supersede any conflicting provisions of Colorado statutes governing open meetings and executive sessions.

3.08 Voting.

(1) Unless a member of Town Council provides a basis for recusal, every member of Town Council, if present, shall vote on every matter. If a member of

Town Council refuses to vote without providing a basis for recusal, the Town Clerk shall consider the refusal as a negative vote.

(2) To be adopted, every resolution and motion shall require the affirmative vote of a majority of the Town Council present.

(3) To be adopted, every non-emergency ordinance shall require the affirmative vote of a majority of the Town Council present, and every emergency ordinance shall require a two-thirds (2/3) affirmative vote by the Town Council then in office.

(4) For the consideration of ordinances appropriating funds, for emergency ordinances, and when requested by a Council Member, a roll call vote shall be taken and entered upon the minutes of the Council proceedings. At all other times, a voice vote is permitted, and the outcome of a voice vote shall be announced.

3.09 Code of Conduct and Ethics.

The Town Council shall adopt and maintain by ordinance a Code of Conduct and Ethics, which shall address Town Council conflicts of interest and behavior. The adopted Code of Conduct and Ethics shall specify reporting and enforcement mechanisms, including penalties, for violations of this Charter.

3.10 Compensation of Mayor and Council Members.

(1) The Mayor and Council Members shall receive such compensation as the Council shall prescribe by ordinance.

(2) The Town Council shall neither increase nor decrease the compensation of the Mayor or any Council Member during their current term of office.

(3) The Mayor and Council Members may, upon order of the Town Council, be paid such necessary bona fide expenses incurred in service on behalf of the Town as authorized by the Town Council.

3.11 Oath of Office.

Before entering upon the duties of the office of Mayor or Council Member, every person shall take, subscribe before, and file with the Town Clerk the following oath or affirmation:

> I, (name), swear (or affirm), that I will support the Constitution of the United States, the Constitution of the State of Colorado, the Charter and the ordinances of the Town of Superior, and will faithfully perform the duties of my office.

3.12 Mayor Pro Tem and Acting Mayor.

(1) A Mayor Pro Tem shall be elected by the Town Council from its own membership at the first regular Town Council meeting following certification of the regular municipal election results. The Mayor Pro Tem shall serve until a replacement is selected in the same manner following the next regular municipal

election or the first meeting after a vacancy occurs in the office of the Mayor Pro Tem. The Mayor Pro Tem shall act as Mayor during the absence of the Mayor.

(2) In the event both the Mayor and the Mayor Pro Tem are absent, the Town Council shall designate another Council Member to serve as Acting Mayor during such absence.

(3) Any Mayor Pro Tem or Acting Mayor, while serving as such, shall retain all authority granted herein to Council Members and may, at the conclusion of their service as Mayor Pro Tem or Acting Mayor, serve out the remainder of their original term.

3.13 Town Council Vacancies.

(1) A vacancy occurs when the Mayor or a Council Member dies or resigns, when there is an insufficient number of candidates at an election, or at such time as the Mayor or a Council Member fails to meet the requirements to hold office.

(2) At the first Town Council meeting following an event causing a vacancy, the Town Council shall declare a vacancy.

(3) Vacancy in the office of Mayor.

(a) If a vacancy in the office of Mayor is declared, the Mayor Pro Tem shall automatically assume the role of Mayor until the electors choose a successor Mayor at the next regular municipal election.

(b) If the Mayor Pro Tem accedes to the office of Mayor, the Town Council shall declare a Council Member vacancy, and a replacement Mayor Pro Tem shall be elected by the Town Council from its own membership.

(4) Vacancy in the office of Council Member.

(a) In the case of a vacancy in the office of a Council Member, the Council shall fill a vacancy according to standards set forth by ordinance or by C.R.S. § 31-4-303, as amended, except no appointment may be made within ninety (90) days preceding the next regular municipal election.

(b) If a special election is ordered, it shall be held as soon as practical.

(5) A person so appointed shall hold office only until a successor chosen by the electors at the next regular municipal election duly takes office.

(6) If three (3) or more vacancies have been declared, and exist at the same time, a special election is required. The special election shall be held as soon as practical to fill all vacancies.

3.14 Emergency Powers.

(1) In case of emergency, the Mayor shall assume the authority to execute any action necessary for the protection of life or property.

(a) Such authority shall include without limitation, establishing regulations, governing conduct, and activities related to the cause of the emergency. If the emergency continues, the Mayor shall convene the Town Council as soon as practical so that the Town Council, as a whole, may take such action as it deems necessary.

(b) Any unilateral action taken by the Mayor during an emergency shall be temporary in nature and duration. Such action shall be effective only until it is safe and reasonable for the Town Council to convene to ratify the action.

(c) In the event it becomes necessary, the line of succession provided in this Charter shall be followed. The Town Council shall have the authority to provide for the continuity of government of the Town in the event of a disaster. Such authority shall be employed in a manner that will preserve representative government to the Town and that will provide an orderly line of succession, as set forth below.

(d) The Town's line of succession shall commence with the Mayor, then the Mayor Pro Tem, and shall then revert to Council Members, in order of their seniority by date elected, followed by the Town Manager and then through the Town Manager's order of succession of Town staff, as referenced in Section 4.01(3)(e) herein.

Article 4
Town Officers

4.01 Town Manager.

(1) The Town Manager shall be appointed to the position by a majority vote of the Town Council members then in office. The Town Manager shall be the chief administrative officer of the Town and shall serve at the will of the Town Council.

(2) The Town Council shall choose the Town Manager on the basis of executive and administrative qualifications, with particular emphasis on experience and training related to the duties of the office, and shall have the minimum qualifications, if any, as may be set by the Town Council by ordinance. No person holding or who has held Town elective office shall be hired as Town Manager during or within one (1) year after the end of the term of such elected official.

(3) The Town Manager shall be responsible to and report directly to the Town Council on the proper administration of all affairs of the Town placed in the Town Manager's charge, and to that end the Town Manager shall have the powers and duties as set forth by the Town Council, by ordinance, including, but not limited to:

(a) Enforcing or supervising the enforcement of all laws of the Town;

(b) Hiring and supervising personnel, overseeing all aspects of Town functions and activities, and servicing contracts and departments that report to the Town Manager;

(c) Performing or supervising the performance of budget-related duties, accounting duties, financial and risk planning, and reporting and management;

(d) Reporting regularly to the Town Council on the functioning of all Town departments, services, activities, performance measures, and financial matters;

(e) Providing for Town Council approval of a plan that specifies an order of succession of Town staff who may execute the Town Manager's duties and powers in instances when the Town Manager is temporarily unavailable;

(f) Hiring or retaining a chief financial officer who shall perform such duties as may be prescribed by the Town Manager;

(g) Hiring or retaining a Town Clerk who shall perform such duties in this Charter and as may be prescribed by the Town Manager; and

(h) Performing such other duties as set forth in the ordinances of the Town or by direction of the Town Council.

(4) At any regular or special meeting called for the purpose and subject to the Town Manager's employment agreement, if any, the Town Council may terminate the employment of the Town Manager by a majority vote of the Town Council members then in office. The action of the Town Council in removing the Town Manager shall be final, it being the intent to vest all authority and fix all responsibility for such removal in the Town Council.

4.02 Town Attorney.

(1) The Town Attorney shall be an attorney licensed to practice law in good standing in the State of Colorado who shall be appointed to the position by a majority vote of the Town Council members then in office.

(2) The Town Attorney shall serve at the will of the Town Council without a definite term and with compensation fixed by resolution of the Town Council.

(3) The Town Attorney shall be responsible to the Town Council; shall formally report to the Town Council at least once annually, and more often upon the Town Council's request; and shall perform such duties as provided by ordinance.

(4) The Town Attorney may be removed from the position by a majority vote of the Town Council members then in office.

4.03 Municipal Judge.

(1) The Municipal Judge shall be an attorney licensed to practice law in good standing in the State of Colorado who shall be appointed to the position by a majority vote of the Town Council members then in office.

(2) The Municipal Judge shall be appointed to serve a definite term of two (2) years, with compensation fixed by resolution of the Town Council, and may be reappointed for subsequent terms.

(3) The Town Council may appoint such qualified assistant judges as may be necessary to act in case of temporary absence, sickness, disqualification, or inability of the Municipal Judge to act.

(4) The Municipal Judge shall be responsible to the Town Council, shall formally report to Town Council upon request, and shall perform such duties as provided by ordinance.

(5) The Municipal Judge may only be removed during a term for cause, as defined by Title 13, Article 10, of the Colorado Revised Statutes, as amended.

4.04 Town Prosecutor.

(1) The Town Prosecutor shall be an attorney licensed to practice law in good standing in the State of Colorado who shall be appointed to the position by a majority vote of the Town Council members then in office.

(2) The Town Prosecutor shall serve at the will of the Town Council without a definite term and with compensation fixed by resolution of the Town Council.

(3) The Town Prosecutor shall be responsible to the Town Council; shall formally report to the Town Council upon request; and shall perform such duties as provided by ordinance.

(4) The Town Prosecutor may be removed from the position by a majority vote of the Town Council members then in office.

4.05 Town Clerk.

(1) The Town Manager shall hire a Town Clerk as an employee of the Town. The Town Clerk or designee shall attend all meetings of the Town Council, shall keep a permanent record of its proceedings, and shall have the following other duties and responsibilities:

(a) Be custodian of the Town Seal, affix it to all documents and instruments requiring the seal, and attest to the same;

(b) Be custodian of all papers, documents, and records pertaining to the Town, the custody of which is not otherwise provided for;

(c) Certify by their signature all ordinances and resolutions enacted or passed by the Town Council;

(d) Provide and maintain a supply of forms required to be filed with the Town as part of regular municipal elections by the provisions of this Charter, ordinance or state law;

(e) Review the sufficiency of all petitions required to be filed for any purpose by the provisions of this Charter or by ordinances enacted hereunder. Yet, nothing contained herein shall require the Town Clerk to advise any petitioner as to how petitions shall be completed prior to their submittal to the Town Clerk;

(f) Administer oaths of office;

(g) Act as the Town's designated election official; and

(h) Perform such other duties as may be prescribed by this Charter, ordinance, state law, or the Town Manager.

Article 5
Boards, Commissions, and Committees

5.01 Right to Establish, Amend, and Abolish.

(1) The Town Council shall have authority to create and disband boards, commissions, and committees and confer upon the same such powers and duties as it deems advisable by resolution or by ordinance.

(2) Members of Town boards, commissions, and committees shall be appointed in accordance with a resolution or an ordinance setting forth the number of members, qualifications, terms, appointment and removal procedures, and compensation, if any, for each board, commission, or committee.

Article 6
Ordinances

6.01 Action by Ordinance Required.

In addition to such acts of the Town Council that are required by other provisions of this Charter to be by ordinance, every act creating indebtedness, authorizing borrowing of money, levying a tax subject to voter approval in compliance with Section 10.01 of this Charter, establishing any rule or regulation for the violation of which a penalty is imposed, or placing any burden upon or limiting the use of private property shall be by ordinance. However, this Section shall not apply to the budget adoption or other appropriations as defined in Section 8.05 of this Charter.

6.02 Form of Ordinance.

Every ordinance shall be introduced in written or printed form. Every ordinance introduced shall be deemed to contain a severability clause, whether stated therein or not. The enacting clause of all ordinances shall be:

Now, Therefore, be it Ordained by the Town Council of the Town of Superior, Colorado.

6.03 Adoption Procedure for Ordinances.

(1) With the exception of emergency ordinances, the following procedure shall be followed in adopting any ordinance:

(a) The ordinance shall be introduced at a regular or special meeting of the Council and read by title.

(b) The opportunity for public comment shall be provided before the Council acts upon any ordinance.

(c) If required by law or ordinance, the Town Council shall conduct a public hearing on the ordinance.

(d) After the public hearing, if applicable, and any discussion or deliberation, the Town Council shall vote to adopt, amend, or reject the ordinance or take other action as it deems appropriate.

(e) Any member of Town Council may require one additional reading of any introduced ordinance at the next regular or special meeting of the Town Council. Once a Council Member or the Mayor has exercised the option of one additional reading, it may not be exercised by any other Council Member or the Mayor. Nothing in this subsection (e) may be deemed to limit the Town Council's authority to continue action on an ordinance by a majority vote.

(f) If the ordinance is adopted by the Town Council, either as presented or as amended, it shall be published and made available for public inspection.

(g) Each ordinance shall be effective ten (10) days after publication or at such later date as specified in the ordinance.

(h) The method of official publication of ordinances shall be set by ordinance.

(i) Each ordinance shall be signed by the Mayor and attested to by the Town Clerk, and affidavits of publication shall be retained with the ordinance in the Town's records.

6.04 Emergency Ordinances.

(1) The Town Council may adopt an emergency ordinance, if necessary, for the immediate preservation of public property, health, welfare, peace, or safety. Determination by the Town Council as to the existence of an emergency shall be final and conclusive.

(2) Emergency ordinances shall meet the following criteria:

(a) The facts determining the emergency shall be specifically stated in the ordinance; and

(b) No ordinance granting, renewing, or amending any franchise, or imposing any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase for a property class, extension of an expiring tax, or tax policy change directly causing a net tax revenue gain to the Town shall be adopted as an emergency ordinance.

(3) An emergency ordinance may be introduced and adopted at any regular or special meeting. Approval of an emergency ordinance requires a two-thirds (2/3) affirmative vote by the Town Council then in office. An emergency ordinance shall take effect upon adoption. Following adoption, an emergency ordinance shall be published in full.

6.05 Codification.

(1) The Town Council shall cause the ordinances of a general and permanent character to be codified and thereafter maintained in their current form.

(2) Any ordinance that is not of a general and permanent character shall not be codified.

6.06 Adoption of Codes by Reference.

The Town Council, by ordinance, may adopt by reference any code published by the federal government, State of Colorado, or by any agency of either of them, or by any municipality, or by recognized trade or professional organizations, or amendments or revisions thereof. The procedure of adoption of a code by reference shall be as provided in the Colorado Revised Statutes applicable to the adoption of codes by reference, as amended.

6.07 Fines and Penalties for Ordinance Violations.

Penalties for the violation of Town ordinances shall be established by ordinance.

Article 7
Municipal Court

7.01 Created.

(1) There shall be a Municipal Court that shall have non-exclusive jurisdiction to hear and determine all cases arising under this Charter or the ordinances of the Town.

(2) The Town Council shall provide an adequate budget; a suitable place and all supplies and personnel, including a court administrator, necessary for the proper functioning of the Court; and shall ensure the independence of the judiciary.

(3) The Town Council shall provide by ordinance for the enforcement of its ordinances by fine or imprisonment.

(4) The Municipal Court shall be presided over by the Municipal Judge, who shall be appointed by the Council as provided by this Charter and state law.

7.02 Powers.

(1) The powers of and the procedure in the Municipal Court and the manner of enforcement of its orders and judgments shall be as provided for by ordinance presently enacted or hereafter enacted. The Municipal Court shall be a qualified Municipal Court of record.

(2) The Municipal Court may provide for the granting of probation and the conditional suspension of sentences.

(3) The Municipal Court may order restitution as the Municipal Court deems appropriate.

Article 8
Town Finances and Borrowing

8.01 Fiscal Year.

The fiscal year of the Town, and all of its agencies, shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of each year.

8.02 Annual Budget.

A proposed budget reflecting the needs and desires of the community for the ensuing fiscal year shall be delivered to the Town Council by the Town Manager on or before the fifteenth (15th) day of October of each year.

8.03 Budget Hearing.

(1) The Town Council shall hold a public hearing on the proposed budget on or before the thirtieth (30th) day of November of each year.

(2) Notice of the time and place of such hearing shall be published at least once seven (7) days prior to such hearing, and copies of the proposed budget shall be made available to the public.

(3) The Town Council may at any time before final adoption increase, decrease, add, or strike out any item in the budget.

8.04 Scope of Annual Budget.

(1) The budget shall provide a complete financial plan of all Town funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the Town Manager deems desirable or the Town Council may require.

(2) In organizing the budget, the Town Manager shall use fund, department, revenue, and expenditure classifications and groupings consistent with generally accepted budgetary practices for municipal governments in keeping with guidelines published from time to time by the Government Finance Officers

Association or its successor entity. The budget shall include a budget message from the Town Manager highlighting the key features of the budget. The budget shall lay out a clear plan for all the operations, programs, capital acquisitions, projects, and debt service payments of the Town.

(3) The budget shall display beginning fund balances, revenues and other sources of funds, expenditures and other uses of funds, transfers between funds, and ending fund balances for all governmental and proprietary funds of the Town, as defined by the Governmental Accounting Standards Board or its successor entity. These displays shall include the actual audited amounts for at least the immediately preceding year, the budgeted amounts for the current year, estimated amounts for the current year, and proposed amounts for the next fiscal year.

(a) Reasonable provisions for contingencies may be budgeted for any fund.

(b) The total of proposed expenditures, including contingencies, shall not exceed the total of beginning fund balances available plus revenues and other sources of funds for any fund.

8.05 Adoption of Budget and Appropriation.

(1) Not later than the fifteenth (15th) day of December of each calendar year, the Town Council shall adopt a resolution adopting the budget and a resolution adopting the annual appropriations. All such annual appropriations shall lapse at the end of each fiscal year.

(2) If the Town Council fails to adopt a budget by this date, the amounts appropriated for the operation of the various departments and areas of the Town during the prior fiscal year shall be deemed adopted for the current fiscal year on a month-to-month basis, with all items prorated accordingly until such time as the Town Council adopts the budget for the current fiscal year.

8.06 General Fund.

The General Fund is the Town's primary operating fund. All revenues not specifically allocated to any other fund shall be placed in the General Fund.

8.07 Other Funds.

In addition to the funds provided for in this Charter, the Town Council may by ordinance establish other funds, including enterprise and special purpose funds, as it deems necessary and appropriate in accordance with Generally Accepted Accounting Principles. The ordinance establishing such funds shall clearly state the purpose of the fund.

8.08 Capital Program.

The Town shall develop and maintain a long-range capital planning program, the contents of which shall be reviewed at least annually as part of the budget process.

8.09 Transfer of Funds.

Except as may be restricted by law, the Town Council may by resolution transfer any unencumbered appropriation, balance, or portion thereof from one fund to another.

8.10 Independent Audit.

An independent audit shall be made of all Town funds for each fiscal year and more frequently if deemed necessary by the Town Council. Such an audit shall be made by certified public accountants approved by the Town Council who shall complete the audit in accordance with state regulations. Copies of such audit shall be available for public inspection.

8.11 Forms of Borrowing.

(1) The Town may, subject to any applicable limitations in the Constitution of the State of Colorado, including any requirements for voter approval, borrow money and issue securities or enter into other obligations to evidence such borrowing in any form and in any manner determined by the Town Council to be in the best interests of the Town. All prior Town borrowing, securities, or financial obligations, including without limitation those involving voter-approved waivers or amendments to constitutional limits, remain in full force and effect.

(2) In addition to being authorized by this Article to issue bonds for any municipal purpose as authorized by law, the Town is specifically authorized, by ordinance, with or without an election, as determined by the Town Council, to issue revenue bonds or otherwise to extend its credit for the purpose of purchasing, equipping, constructing, or otherwise acquiring, extending or improving a water, sewer, or other public utility, facility or project, provided that the bonds or other obligation shall be made payable from the net revenues derived from the operation of such system, utility or project, or from the proceeds of any tax other than the general ad valorem tax imposed by the Town.

(a) Such bonds shall not be issued until a public hearing on the question of issuance of the same shall have been held.

(b) Notice of such hearing shall be published at least once seven (7) days prior to such hearing.

8.12 Long-Term Rentals and Leaseholds.

(1) The Town may enter into long-term installment purchase contracts and rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes. Such agreements may include an option or options to purchase and acquire title to such property within a period not exceeding the useful life of such property. Each such agreement and the terms thereof shall be approved by resolution.

(2) The Town Council may provide for payment of installments thereof out of the general ad valorem tax levy, by the imposition of rates, tolls, or service charges

for the use of such property or any part thereof, out of any other available municipal revenues or by any combination of the foregoing methods. The obligation to pay such rentals shall not constitute an indebtedness of the Town.

8.13 Special Districts.

The Town Council may, by ordinance, limit the maximum mill levy authorized to be imposed by any special district formed under Title 32 of the Colorado Revised Statutes, as amended, by a developer to finance development in the Town. The Town shall maintain special district review criteria to protect the interests of Town residents and ensure their representation in special district governance and shall apply such criteria during Town consideration of special district service plans.

Article 9
Public Utilities, Franchises, and Use of Public Property

9.01 Town Authority.

(1) The Town shall have and exercise with regard to all utilities, public services, and franchises, including water and water rights and acquisition thereof and bonded indebtedness in connection therewith, all municipal authority and functions now existing and that may be hereafter provided by the Constitution of the State of Colorado and the Colorado Revised Statutes, as amended.

(2) The Town shall have authority, within or without the territorial limits of the Town, to construct, condemn, purchase, acquire, lease, and operate public works, utilities and assets, equipment, and everything in relation to or in connection therewith, in whole or in part, for the use of the Town, its inhabitants and those it serves.

(3) Except as otherwise provided by the Constitution of the State of Colorado or this Charter, all authority concerning the granting, amending, revoking, or otherwise dealing in franchises shall be exercised by the Town Council.

9.02 Grant of Public Utility Franchise.

Grants of public utility franchises and all extensions and amendments shall be granted only by ordinance. The granting of franchises by the Town shall be limited only by the provisions of the Constitution of the State of Colorado and statutes that are applicable to home rule municipalities as now in effect or as hereafter amended.

9.03 Water Rights.

The Town shall have the authority to buy, exchange, lease, own, control, or otherwise deal in water rights. The sale or final disposition of water rights shall occur only by ordinance, following a public hearing.

9.04 Utility Rates.

The Town Council shall, by resolution, establish rates, rules, and regulations for services provided by municipally owned utilities.

9.05 Extraterritorial Utility Service.

If the Town Council desires to extend the municipal utilities beyond Town boundaries, it shall do so by ordinance.

9.06 Term, Compensation, and Restriction.

(1) No franchise, lease, or right to use the streets or the public places or property of the Town shall be granted for a term that exceeds twenty (20) years. Every grant of a franchise shall fix the amount and manner of payment of compensation to be paid by the grantee for the use of the same. Such compensation shall be paid as provided and be subject to mutual periodic renegotiation, and failure to pay shall result in forfeiture of the franchise at the option of the Town Council. This provision shall not exempt the grantee from any lawful taxation upon his or its property, nor from any license, charges or other impositions levied by the Town Council, not levied on account of the use granted by the franchise.

(2) Every non-Town owned public utility, whether it has a franchise or not, shall pay such part of the cost of improvement or maintenance of streets, alleys, bridges, and other public places as shall arise from its use thereof and shall protect and save the Town harmless from all damages arising from said use.

(3) The Town may require every such public utility to permit joint use of its property and appurtenances located in the streets, alleys, or other public places of the Town by the Town and by other utilities insofar as such joint use may be reasonably practicable.

9.07 Assignment of Franchise.

Any assignment or leasing of a franchise shall be considered forfeiture unless consent is given by the Town Council by ordinance.

Article 10
Taxation

10.01 Power to Tax.

The Town shall have all powers of taxation available to municipalities in the Colorado Constitution or any other enabling law.

10.02 Certification of Tax Levy.

(1) As required by law, the Town Council shall fix the amount of tax levy that shall be assessed, if any, upon each dollar of assessed valuation of all taxable property within the incorporated limits of the Town, and the Town Council shall

cause the same to be certified to Boulder and Jefferson Counties as required by law.

(2) If the Town Council fails in any year to make such levy as above provided, the rate last fixed shall be the rate for the ensuing fiscal year, which rate shall be levied as provided by law.

10.03 Expenditure of Revenues.

The Town shall be authorized to collect, retain, and expend all of the sales and use tax revenues and all revenues generated by the Town, subject only to those limitations previously approved by the voters, notwithstanding any limitation contained in Article X, Section 20, of the Constitution of the State of Colorado or any other law.

Article 11
Initiative, Referendum, and Recall

11.01 Initiative.

(1) The initiative power, reserved by Article V, Section 1(9) of the Constitution of the State of Colorado, is hereby extended to the registered electors of the Town.

(2) Procedures for initiative shall be governed by the Constitution of the State of Colorado and the Colorado Revised Statutes, as amended, except as otherwise provided in this Charter and in ordinances not inconsistent with this Charter.

(3) An initiative petition shall be signed by registered electors of the Town equal in number to at least five percent (5%) of the total number of registered electors of the Town as of the date of filing the petition.

(4) The Town Clerk shall not count as valid any signature on an initiative petition if the date of the signature is prior to the date the form of the petition was approved by the Town Clerk.

(5) A complete initiative petition shall be filed within one hundred eighty (180) days of the Town Clerk's approval of the form of petition.

(6) Within thirty (30) days following the final determination of petition sufficiency, the Town Council shall, either:

(a) Adopt the ordinance as submitted by the initiative petition; or

(b) Submit the initiated ordinance to the registered electors of the Town; provided, however, the Town Council shall have the power to change the detailed language of any proposed initiated ordinance and to affix the title thereto without changing the meaning of the initiated ordinance.

11.02 Referendum.

(1) The referendum power, reserved by Article V, Section 1(9), of the Constitution of the State of Colorado, is hereby extended to the registered electors of the Town.

(2) Procedures for referendum shall be governed by the Colorado Revised Statutes, as amended, except as otherwise provided in this Charter and in ordinances not inconsistent with this Charter.

(3) Ordinances addressing budgets, capital programs, appropriations, levies of taxes, special elections, and salaries or terms of employment of Town officers or employees are not subject to referendum. Emergency ordinances adopted pursuant to this Charter are not subject to referendum.

(4) A referendum petition shall be signed by registered electors of the Town equal in number to at least five percent (5%) of the total number of registered electors of the Town as of the final date of publication of the ordinance at issue.

(5) The Town Clerk shall not count as valid any signature on a referendum petition if the date of the signature is prior to the date the form of the petition was approved by the Town Clerk.

(6) Complete referendum petitions must be filed within forty-five (45) days after adoption by the Town Council of the ordinance sought to be reconsidered.

(7) Within thirty (30) days following the final determination of petition sufficiency, the Town Council shall, either:

(a) Repeal the ordinance, or part thereof, subject to the referendum petition; or

(b) Submit the proposal provided for in the referendum petition to the registered electors of the Town.

(8) The Town Council, at its discretion, may suspend the ordinance pending an election on a referendum petition.

11.03 Form and Content of Petitions.

(1) The petition shall set out in full the proposed initiative or cite the ordinance sought to be reconsidered. All pages of the petition shall be uniform in size and style and shall be assembled as one (1) instrument for filing. Each entry shall be executed in a permanent and verifiable manner with a signature and shall include the full name, street address of the person signing, and date of signature. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance or proposed Charter amendment sought to be considered. Petitions shall include the names and mailing addresses of two (2) registered electors of the Town to serve as the Petition Committee to whom all notices related to the petition are to be sent.

(2) The form of petition shall be submitted to the Town Clerk, during regular business hours, for review and approval. The Town Clerk shall approve or reject the form of the petition no later than five (5) business days following the date on which the Town Clerk received the petition for review. If rejected, the Town Clerk shall state the specific basis for rejection. Rejected petitions may be resubmitted within the deadline for a complete petition set forth in this Charter.

11.04 Affidavit of Circulator.

(1) Each page of a petition shall have attached to it when filed, an affidavit executed by the circulator thereof stating the following:

(a) The affiant's name, address, and the date the affiant signed the affidavit;

(b) That the affiant has read and understands the laws governing the circulation of petitions;

(c) That the affiant was eighteen (18) years of age or older at the time of circulating the petition;

(d) That the affiant personally circulated the petition;

(e) That all signatures were affixed in their presence;

(f) That the affiant believes the signatures to be the genuine signatures of the persons whose name they purport to be;

(g) That, to the best of affiant's knowledge, all signatures are of persons who are registered electors of the Town of Superior; and

(h) That the affiant has not paid or will not in the future pay, and that the affiant believes that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to the petition.

11.05 Procedure After Filing.

(1) Within thirty (30) days after a petition is filed, the Town Clerk shall complete a certificate as to its sufficiency and as to the validity of the signatures thereon, specifying if it is insufficient the particulars wherein it is defective. The Town Clerk shall promptly send by mail a copy of the certificate to the Petition Committee.

(2) The Clerk's final determination of petition sufficiency shall occur on the date following the passage of the period of time within which a protest must be filed pursuant to state law or ordinance or the date on which any protest filed, pursuant to state law or ordinance, results in a finding of sufficiency, whichever is later.

11.06 Results of Election.

(1) Initiative. If a majority of the registered electors voting on a proposed initiated ordinance vote in its favor, it shall be considered adopted upon

certification of the election results. If conflicting ordinances are approved at the same election, the one (1) receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) Referendum. If a majority of registered electors voting on a referred ordinance vote for repeal, it shall be considered repealed upon certification of the election results.

(3) Amendment or repeal. An ordinance adopted by the electorate may not be amended or repealed for the period of one hundred eighty (180) days after the date of the election at which it was adopted, and an ordinance repealed by the electorate may not be reenacted for a period of one hundred eighty (180) days after the date of the election at which it was repealed; provided, however, that any ordinance may be adopted, amended or repealed at any time by appropriate referendum or initiative procedure in accordance with the foregoing provisions of this Article, or if submitted to the electorate by the Town Council on its own motion. A proposed ordinance or proposed Charter amendment that fails at the election held to consider it shall not be refiled as an initiative petition for at least one hundred eighty (180) days after the election held to consider said ordinance or Charter amendment.

11.07 Town Council Referral.

The Town Council shall have the power to submit to a vote of the registered electors of the Town, without receipt of any petition, any proposed ordinance, or any question.

11.08 Withdrawal of Petition.

No initiative or referendum petition may be withdrawn once the Town Clerk has certified it as sufficient.

11.09 Recall.

(1) A petition to recall the Mayor or any Council Member may be filed at any time after the Mayor or Council Member has been in office for one hundred eighty (180) days, pursuant to C.R.S. § 31-4-501, *et seq.*, as amended, except as otherwise provided in this Charter and in ordinances not inconsistent with this Charter.

(2) A recall petition must be presented to the Town Clerk for review and approval as to form. A recall petition must be submitted by a registered elector of the Town entitled to vote for a successor of the incumbent(s) sought to be recalled. The petition shall name not less than three (3) registered electors who are qualified to vote for a successor of the officer(s) sought to be recalled who shall represent the recall effort and specify a mailing address where notices related to the petition shall be sent.

(3) The recall petition shall include a statement of no more than two hundred (200) words of the grounds on which the recall is sought.

(4) No recall petition shall be circulated until approved as to form by the Town Clerk. The Town Clerk shall approve or disapprove the form of the petition by the close of the third business day following submission of the proposed petition. If a recall petition is disapproved as to form, the Town Clerk shall state the specific basis for disapproval. On the day that any such petition is approved as to form, the Town Clerk shall mail notice of such approval to the person sought to be recalled.

(5) A recall petition shall be signed by registered electors of the Town entitled to vote for a successor of the incumbent sought to be recalled. Each entry shall be executed in a permanent and verifiable manner with a signature and shall include the full name, street address of the person signing, and date of signature.

(6) The signers shall number at least twenty-five percent (25%) of the entire vote cast in the last preceding regular municipal election for all candidates for the particular office occupied by the incumbent sought to be recalled, such entire vote being divided by the number of all officers elected to such office at the last preceding regular election.

(7) The Town Clerk shall not count as valid any signature on a recall petition if the date of the signature is prior to the date the form of the petition was approved by the Town Clerk. The Town Clerk shall not count, as valid, any signature on a recall petition if more than sixty (60) days have elapsed between the date the Town Clerk approved the form of the petition and the date of the signature.

(8) A signed recall petition must include an affidavit of circulator in the same form as required under Section 11.04.

(9) The signed recall petition shall be submitted to the Town Clerk during regular business hours within sixty (60) days from the date the Town Clerk approves the form of the recall petition. The Town Clerk shall issue an initial statement to the mailing address provided by the Petition Committee and the incumbent of the number of valid signatures and whether the recall petition is sufficient or insufficient by the close of business on the tenth business day after the petition is filed.

(10) Written protests to the sufficiency of a petition may be filed by registered electors of the Town within fifteen (15) days after the filing of the petition. Protests shall be processed in accordance with the Colorado Revised Statutes, as amended.

(11) If a recall petition is determined sufficient, the Town Clerk shall submit it to the Town Council at the first regular meeting of the Town Council following final determination of petition sufficiency. No recall petition may be withdrawn after the final determination of petition sufficiency.

(12) The recall election shall be held not less than forty-five (45) days nor more than ninety (90) days from the date of the final determination of sufficiency of the petition. However, if a regular municipal or statewide election is scheduled to be

held within one hundred eighty (180) days after submission of a recall petition, even though that election is not the one at which the office held by the person sought to be recalled would otherwise be filled, the recall election shall be held at the same time as that regular municipal or statewide election.

(13) After one (1) recall petition and election, no further petition shall be filed against the same person during the term for which they were elected or appointed unless the signers number at least fifty percent (50%) of the number of votes cast for that office in the last preceding regular municipal election.

Article 12
Open Space

12.01 Purpose.

The Town is committed to the preservation of open space to benefit the residents of Superior and its value to the quality of life of the community. As used in this Charter, "open space" shall mean any interest in real property designated by the Town as open space.

12.02 Designation.

(1) The Town shall establish and maintain an inventory of vacant land owned in whole or in part by the Town. After considering the recommendations of the open space advisory committee and Town staff, the Town Council shall periodically review and determine whether any such land should be designated as open space.

(2) The Town shall provide and maintain an appropriate and distinct zoning or land use designation for all property designated as open space. With respect to any such land jointly owned by the Town and another government entity, the Town shall seek the consent of such government entity to designate the land as open space.

12.03 Disposal or Rezoning of Open Space.

(1) Disposal or rezoning of land designated as open space area shall require prior approval by the Town's registered electors.

(a) "Disposal", for purposes of this Article, means divesting the Town of the full fee interest in the land.

(b) "Rezoning", for purposes of this Article, means the rezoning of open space to a zoning designation that permits more dense development than an open space or similar zone designation.

(2) The Town Council may by ordinance further regulate and protect the designation, conveyance, and disposition of Town land in use as open space that is not inconsistent with this Charter.

12.04 Open Space Advisory Committee.

(1) The Town shall maintain an open space advisory committee so long as there is a special fund for open space, to make recommendations to the Town Council on the expenditure of that revenue.

(2) The open space advisory committee has the duty to advise the Town Council on matters regarding the acquisition, funding, preservation, and managing of open space, including land that has been designated as open space pursuant to applicable zoning and land use documents of the Town.

Article 13
Miscellaneous Provisions

13.01 Eminent Domain.

The Town shall have the right of eminent domain for all municipal purposes, either within or without the limits of the Town, in accordance with Title 38, Article 1, of the Colorado Revised Statutes, as amended.

13.02 Public Records.

All public records of the Town shall be open for inspection by any person at reasonable times in accordance with applicable law.

13.03 Contracts for Purchases, Leases, and Construction of Public Works.

(1) The Town Council shall establish procedures for entering into contracts for purchases, leases, and construction of public works.

(2) Purchases of or contracts for supplies, materials, equipment, or improvements shall be made under such requirements regarding competitive bidding as prescribed by the Town Council.

13.04 Amendment.

(1) In addition to the provisions otherwise stated in this Charter, this Charter may be amended in the manner provided by Article XX of the Constitution of the State of Colorado at any regular municipal election or special election called for such purpose under the following circumstances:

(a) Upon proposed amendments referred to the Town electors by a majority of the Town Council; or

(b) Upon proposed amendments submitted by electors, pursuant to the initiative process.

(2) If provisions of two (2) or more proposed amendments are adopted or approved at the same election conflict, the amendment receiving the greatest number of votes shall prevail on the conflicting issue.

13.05 Effect of Colorado Revised Statutes.

The power to supersede any law of the State of Colorado now or hereafter in force, insofar as it applies to local or municipal affairs, shall be reserved to the Town, acting by ordinance, subject only to restrictions of the Constitution of the State of Colorado and subsequent amendments to this Charter. Unless otherwise provided by this Charter or by ordinances adopted by the Town Council hereunder, the statutes of the State of Colorado shall be in effect.

13.06 Severability.

If any provision, article, section, sentence, clause, or part of this Charter, or the application thereof to any person or circumstance, is adjudged by any court of competent jurisdiction to be unconstitutional or invalid, such adjudication shall not affect, impair, or invalidate the Charter as a whole or any part hereof other than the parts so adjudged to be invalid, and to this end, the provisions of this Charter are declared to be severable.

13.07 Titles and Subheadings.

The Article titles and subheadings in this Charter are inserted for convenience and reference only and shall not be construed to limit, describe, or control the scope or intent of any provision herein.

13.08 Construction of Words.

Except as otherwise specifically provided or indicated by the context hereof, all words used in this Charter indicating the present tense shall not be limited to the time of the effective date of this Charter but shall extend to and include the time of the happening of any event or requirement for which provision is made herein. "Person" may extend to and be applied to bodies politic and corporate and partnerships as well as individuals.

13.09 Indemnification.

The Town Council may indemnify any Council Member, the Mayor, any employee, or any appointed official who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding by reason of the fact that they were an officer of the Town, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding if they acted in good faith within the scope of their employment, in a manner they reasonably believed to be in the best interest of the Town, and had no reasonable cause to believe their conduct was unlawful.

Article 14
Transition Provisions

14.01 Effective Date of Charter.

This Charter shall become effective immediately upon certification of the election at which a majority of the registered electors of the Town approve this Charter.

14.02 Continuation of Elected Officials.

(1) The Mayor and the Board of Trustee members in office on the effective date of this Charter shall become the Town Council.

(2) For purposes of applying term limits as set forth in Section 3.01(4) of this Charter, the position of Mayor before and after the effective date of this Charter is the same office. Similarly, the positions of Board of Trustee member and Council Member are the same office.

14.03 Continuation of Appointed Officers and Employees.

(1) All appointed officers and employees of the Town at the time this Charter becomes effective shall continue in that office or employment that corresponds to the Town office or employment that they held prior to the effective date of this Charter.

(2) All appointed officers and employees of the Town shall, in all respects, be subject to the provisions of this Charter as though they had been appointed or employed in the manner provided in this Charter except that any officer or employee who holds a position that this Charter provides to be held at the will of Town Council shall hold such position only at such will regardless of the term for which they were originally appointed or hired.

14.04 Continuation of Prior Town Legislation.

All bylaws, ordinances, resolutions, contracts, rules, and regulations of the Town in force at the time this Charter becomes effective shall continue in full force except insofar as they conflict with the provisions of this Charter or are subsequently amended or repealed by ordinance enacted under authority of this Charter.

14.05 Existing Boards, Commissions, and Committees.

All boards, commissions, and committees existing at the time this Charter is adopted shall continue as established by ordinance or resolution, except as may be otherwise provided by this Charter or subsequent ordinance or resolution.

14.06 Existing Franchises.

All franchise ordinances of the Town in effect at the time that this Charter is adopted shall remain in full force and effect according to their provisions and terms until the expiration date provided in such ordinance or until modified by another franchise.

14.07 Savings Clause.

This Charter shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter shall invalidate any existing contracts between the Town and any person.

14.08 Time Limitation.

Acts required by this Charter to be performed by the new Town Council shall be performed within one hundred eighty (180) days of the effective date of this Charter.

The Town of Superior
Home Rule Charter Commission Certificate of Final Adoption

We, the undersigned, members of the Town of Superior Home Rule Charter Commission, duly elected by the people of Superior, Colorado at a regular election held on November 7, 2023, under the authorization of Article XX of the Constitution of the State of Colorado, to frame a Home Rule Charter for the Town of Superior, do hereby certify that the foregoing is the proposed Charter as finally approved and adopted by the members of the Charter Commission on the 2nd day of May, 2024, for submission to the Town of Superior Board of Trustees for referral to the people of Superior at an election to be held November 5, 2024.

Respectfully submitted to the Board of Trustees at Superior, Colorado, on the 2nd day of May, 2024.

Dalton Valette, Chair

Mike Foster, Vice Chair

Ryan Hitchler

Chris Hanson

Ryan Welch

Heather Cracraft

Claire Dixon

Jeff Chu

Clint Folsom



Home Rule Commission

Board Presentation

May 13, 2024

Updates on Home Rule and the Charter

Voters in the November 2023 election approved of the creation of a Home Rule Charter Commission and elected nine members to serve as Commissioners.

On May 2, the Commissioners finalized the Home Rule Charter.

This Charter document and additional resources can be found in full on the Town of Superior's Website.

The Charter itself is just 35 pages long, with a Table of Contents and utilized language from other neighboring municipalities charter's such as Boulder, Eagle, Erie, and Severance.

Overall philosophy:

- Low disruption to existing town laws
- Add clarity
- Safeguard values
- Enshrine aspects of state charter into ours to hedge against state changes

Community Center
Community Engagement
Community Wide Survey
COVID-19
Cultural Arts
Disaster Preparedness and Recovery
Driver's License & License Plates
Emissions Inspection
Food & Shelter Resources
Home Rule Information
Parks and Recreation Facilities
Pools Information
Register to Vote
Sales, Use & Property Tax

Superior's Home Rule Charter to be considered in November 2024 Election

Current Status: Where are we now?

Superior's Home Rule Charter Commission was elected in November 2023 to assemble Superior's proposed Home Rule Charter. After six months of work, the Commission completed the document on May 2, 2024. The final Charter document will be considered for approval by Superior voters in the November 2024 Election.

- **Home Rule Charter document**
- **Home Rule Charter Commission presentation to the Town Board (To be presented at the May 13, 2024 Town Board meeting)**

For questions about the Home Rule Charter and process, contact homerule@superiorcolorado.gov.

CONTACT US

Email
(303) 499-3675

ADDITIONAL RESOURCES

Article 20 of the Colorado State Constitution Allowing for Home Rule

Colorado Municipal League Home Rule Overview Presentation

Home Rule Governance in Colorado Issue Brief from Legislative Council Staff

Updates Continued

Superior is pursing the adoption of a Home Rule Charter to afford the Town additional powers which have long been made available to Superior's neighbors. The Board of Trustees decided to pursue this now after years of past efforts thanks in part to actions from the State Assembly and with an aim to offer our local government and residents' better control and transparency.

Additional powers of Home Rule municipalities include: creating its own governmental form and administrative structure; establishing procedures on how ordinances and resolutions may be adopted; establishing procedures for the sale and disposal of public property; and, having broader flexibility on land use, zoning, and more.

Members of the Board, as private citizens, along with other residents of Superior, are welcomed and encouraged to be involved with promoting the Home Rule Charter and getting out the vote for people to vote **YES** on this essential document.

Visit **www.SuperiorHomeRule.com** if you want to learn more.

Questions?

Overview

Colorado courts have created three key areas which relate to home rule authority. These are:

- Statewide concern
- Local and municipal concern
- Mixed concern

Overview

Local and municipal concerns are the ones which home rule municipalities may exercise exclusive jurisdiction over. Some examples of local and municipal concerns include:

- Structure of current government
- Zoning
- Sales and use taxes
- Budgeting of anticipated revenue
- Capital improvements
- Eminent domain
- Mass transit within municipal limits
- Voter qualifications

History of Home Rule

As of today:

- 103 cities and towns have adopted home rule
- 93% of the state's municipal population lives in home rule jurisdictions
- No city or town has repealed their Charter

Superior's Home Rule neighbors include:

Arvada (adopted in 1963), Boulder (1917), Broomfield (1974), Erie (2023), Lafayette (2020), Longmont (1961), Louisville (2001), and Westminster (1958).

Timeline

July 10, 2023
Board of Trustees Approve Home Rule Commission Election

Nov. 7, 2023
Home Rule Commission Election

Dec. 7, 2023
First Home Rule Commission Meeting

Jan. – May 2024
Commission drafts the Charter

April 18, 2024
Public Hearing

May 2, 2024
Commission finalizes the Charter

May 13, 2024
Commission presents Charter to Board of Trustees

May-Nov 2024
Commission educates and campaigns Yes on Home Rule

Nov. 5, 2024
Home Rule Charter Election

Home Rule Commission

Last year, Superior voters approved of the creation of a Home Rule Commission and with that, nine individuals were elected to draft the Charter.

Since December, the Commission has met eight times with an additional meeting planned for May 2 to discuss any necessary updates to the Charter following this public hearing.

Should in this year's election, Superior voters reject the charter drafted by the Commission, the Commission will be called upon again to revise or rewrite the charter.

The Charter

All residents have access to review, ask questions, and provide suggestions to the Charter Commission prior to the Charter being finalized on May 2, 2024.

The Charter will continue to be available for review by the public through the November 2024 election.

This document cannot be voted for in “piecemeal.”

The Charter will act as Superior’s central governing document. As such, the charter can be designed to be broad and general or narrow and specific. It’s a fine line to write a charter which can address specific local and municipal concerns while also being general enough to allow for flexibility in government function.

What's Staying the Same

The consensus view of the Commission was not to disrupt Town processes or overhaul the governing structure of the Town.

The Town of Superior will remain a town (as opposed to a city).

The current Mayor and Trustees will continue their terms.

Elections will remain the same (though there is flexibility in language to allow for changes in the future).

Town boundaries, the absence of wards, taxes, and voting processes (handled currently by Boulder County) will also remain the same.

What's Changing

Little will change for the average Superior resident in the immediacy following the Charter adoption.

The Board of Trustees will change its name to the Town Council.

Additional safeguards have been put in place towards protecting Town rights and liberties as a home rule municipality, water rights, open space, and the creation, modification, or dissolving of different advisory committees.

The Charter allows for a greater number of individuals to run for public office should individuals desire and clarifies positions able to be held by individuals. Clarifications and processes have been included to address concerns from the State, such as recalls and referendums.

Articles of the Charter may be changed or amended in the future by Superior voters.

FAQs

Does the Charter address current issue or concerns related to RMMA? HOAs?

The Charter does not state anything specifically about any of the above issues. RMMA as a county-owned airport is not designated as a 'local and municipal concern.' There are still state and even federal preemption for aviation operations. Town ordinances can be put in place by a future Town Council to address HOAs so long as they are exclusively within Superior's boundaries.

What does the Charter say about gun rights? Off leash dogs? Business friendliness?

The Charter does not address gun rights, off leash dogs, or business friendliness. Decisions related to any of these matters would be subject either to current municipal code or ordinances passed by a future Town Council.

What does the Charter say about open space? Eminent domain? Affordable housing?

Article 12 of the Charter is devoted exclusively to Open Space. Eminent domain is mentioned in Article 13, giving the Town the right of eminent domain for municipal purposes. This does not create new authority other home rule municipalities don't have. Affordable housing is not explicitly mentioned, but the Charter would grant Superior greater say on zoning rights which could impact affordable housing options.

FAQs

Will my taxes go up?

No, approving the Charter will not raise taxes.

What are the risks with adopting the Charter?

There is the risk of creating a too restrictive Charter which then requires additional changes through ballot amendments or the impression of local government overreach. There is also the risk of having an overly broad Charter which could make for confusing guidance. We believe we have written a Charter that is explicit in areas of clarification while being flexible enough to changes in the future. The Commission did not wish to overturn engrained precedents of the Town, reducing the risks of the Town overextending its authority. We wanted a Charter to, above all else, guide governments and residents, endure over the years, and bolster transparency.

What are the financial costs with going home rule?

Between Town staff time, attorney fees, and coordination with Boulder County for elections, the Town has estimated the home rule process will cost $42,500.

Additional Resources

- Home Rule Charter Commission
- Town of Superior Home Rule Information
- Colorado Municipal League (CML)'s Home Rule Handbook
- IssueBrief Home Rule Governance in Colorado
- Constitution for the State of Colorado, Article XX

The Home Rule Commission can also be contacted at—homerule@superiorcolorado.gov

Town Board
Meeting Minutes

April 08, 2024
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 P.M.

DRAFT

Call to Order Meeting of Board of Trustees

Roll Call

Present:	***Mayor Mark Lacis***
	Mayor Pro Tem Neal Shah
	Trustee Stephanie Miller
	Trustee Bob McCool
	Trustee Jason Serbu
	Trustee Sandie Hammerly
Absent:	***Trustee Jenn Kaaoush***
Others Present:	***Town Manager Matt Magley***
	Town Attorney Nick Hartman
	Town Clerk Lydia Yecke

Approval of Agenda

Motion: Mayor Pro-Tem Neal Shah moved to approve Agenda, seconded by Trustee Jason Serbu. **Vote:** CARRIED. 6 – 0 (Item 3d pulled)

Board Reports

The following Board members gave reports: Mayor Pro-Tem Shah, Trustee Miller, Trustee Serbu, Trustee Hammerly and Mayor Lacis

Public comment on Consent Agenda, Presentations, and Non-Agenda Items

The following persons gave public comment in person: Kevin Ryan, George Kupfner, Alan Frohbieter, Larry Dorsey. Via Zoom: Rachael Stanton and Brad Walker

CAPS ART-ery Presentation/Update

CAPS Sub-Committee Marshall Fire Memorial Update

Approval of Consent Agenda
Motion: Trustee Sandie Hammerly moved to approve Consent Agenda, seconded by Trustee Bob McCool. **Vote:** CARRIED. 6 - 0

Item 3d.- Consideration of a Resolution Opposing HB 24-1313
-Pulled item 3d for the inclusion of a whereas clause by Mayor Pro-Tem Shah
Motion: Mayor Pro-Tem Neal Shah moved to approve Resolution Opposing HB 24-1313 as amended, seconded by Trustee Bob McCool. **Vote:** CARRIED. 6 - 0

Consideration of Ordinance (First Reading) Adopting Model Traffic Code
-First reading, no action taken at this time. Second reading set for May 13, 2024

Consideration of Ordinance (First Reading) Adopting Inhalation of Toxic Vapors Code
-First reading, no action taken at this time. Second reading set for April 22, 2024

Consideration of Ordinance to Re-Zone Rodelli Property to Open Space
-Rita Trainer gave public comment via zoom
Motion: Trustee Bob McCool moved to approve Ordinance to Re-Zone Rodelli Property to Open Space, seconded by Trustee Stephanie Miller. **Vote:** CARRIED. 6 - 0

Consideration of Resolution to Approve Superior Plaza Office Space Consolidation and Renovations
Board is tabling item #7 and will revisit at the April 22, 2024 meeting.

Consideration of Ordinance (First Reading) Approving Kite Crossing Planned Development Amendment
-First reading, no action taken at this time. Second reading set for April 22, 2024
Motion: Trustee Sandie Hammerly moved to free form continue item #8 for the second reading on April 22, 2024, seconded by Trustee Bob McCool. **Vote:** CARRIED. 6 – 0

Discussion and potential action on whether the Superior should remain a member of the Rocky Mountain Metropolitan Airport CNR?
Motion: Mayor Mark Lacis moved to extend the meeting 15 minutes to 11:15 p.m., seconded by Trustee Jason Serbu. **Vote:** CARRIED. 6 - 0

Mayor Lacis adjourned the meeting at 11:15 p.m.

DRAFT

_____
Mark Lacis, Mayor

_____
Lydia Yecke, Town Clerk

Town Board
Meeting Minutes

April 22, 2024
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 P.M.

DRAFT

Call to Order Meeting of Board of Trustees (6:00 p.m.)

Roll Call

Present:	***Mayor Mark Lacis***
	Mayor Pro-tem Neal Shah
	Trustee Jenn Kaaoush
	Trustee Stephanie Miller
	Trustee Bob McCool
	Trustee Jason Serbu
	Trustee Sandie Hammerly
Absent:	***None***
Others Present:	***Town Manager Matt Magley***
	Town Attorney Nick Hartman
	Town Clerk Lydia Yecke

Approval of Agenda
Removing items 3a & 3d and pulling item 3f

Motion: Trustee Bob McCool moved to approve Agenda - seconded by Trustee Sandie Hammerly. **Vote:** CARRIED. 7 - 0

Board Reports

The following Board members reported: Trustee Hammerly, Trustee Serbu, Trustee Miller, Mayor Pro-Tem Shah and Town Manager Matt Magley

Public comment on Consent Agenda, Presentations, and Non-Agenda Items

The following persons gave public comment in person: Gladys Forshee, George Kupfner and Amita Sethi. Public Comment via Zoom: Brad Walker

Consent Agenda

Motion: Trustee Sandie Hammerly moved to approve Consent Agenda - seconded by Mayor Pro-tem Neal Shah. **Vote:** CARRIED. 7 - 0

3f -Consideration of Resolution Approving Contract with Pavement Restoration, Inc. for the Reclamite Asphalt Rejuvenation Project

Motion: Trustee Sandie Hammerly moved to approve Resolution Approving Contract with Pavement Restoration, Inc. for the Reclamite Asphalt Rejuvenation Project, - seconded by Trustee Bob McCool. **Vote:** CARRIED. 7 - 0

Consideration of Ordinance (2nd Hearing) Kite Crossing Discover Office Park Planned Development Amendment #2

Motion: Mayor Pro-tem Neal Shah moved to approve Ordinance (2nd Hearing) Kite Crossing Discover Office Park Planned Development Amendment #2 - seconded by Trustee Stephanie Miller. ***Vote:** CARRIED. 6 - 0

*Trustee Jenn Kaaoush abstained from this vote because she was not at the prior meeting for the first reading of the Ordinance

Continued Discussion and Possible Withdrawal from the Rocky Mountain Metropolitan Airport – Community Noise Roundtable

The following person gave public comment in person: Austin Noransky and Public Comment via Zoom: Brad Walker and Oliver Pete

Motion: Mayor Mark Lacis moved to authorize the presentation of the Boards structural reforms to the RMMA CNR for consideration by the CNR and if the majority of the CNR is unwilling to consider the reforms, the Board authorizes Trustee Serbu to withdraw from the Community Noise Roundtable - seconded by Mayor Pro-tem Neal Shah. **Vote:** CARRIED. 7 - 0

Motion: Mayor Mark Lacis moved to authorize the Town of Superior to withdraw from the RMMA Community Noise Roundtable if the Boards proposed structural reforms are not adopted in substantially similar form by July 15th, 2024 - seconded by Mayor Pro-tem Neal Shah. **Vote:** CARRIED. 7 - 0

Consideration of Resolution for Final Development Plan Amendment (FDPA) #2 for FDP 9 of Downtown Superior Bigsby's Folly

The following person gave public comment in person: John Overbo

Motion: Mayor Pro-tem Neal Shah moved to approve Resolution for Final Development Plan Amendment (FDPA) #2 for FDP 9 of Downtown Superior Bigsby's Folly - seconded by Trustee Jason Serbu. **Vote:** CARRIED. 7 - 0

DRAFT

Consideration of Resolution Approving Superior Plaza Office Space Suite 200 Improvements

Motion: Trustee Sandie Hammerly moved to approve Resolution Approving Superior Plaza Office Space Suite 200 Improvements - seconded by Trustee Stephanie Miller.
Vote: CARRIED. 7 - 0

Consideration of Ordinance to Amend the Town's Animal Protection Regulations
-First reading, no action taken at this time. Second reading set for May 13, 2024.

Mayor Lacis adjourned the meeting at 9:01 p.m.

_____
Mark Lacis, Mayor

_____
Lydia Yecke, Town Clerk

DRAFT

MEETING NOTES
Cultural Arts and Public Spaces Advisory Committee (CAPS)
MEETING – APRIL 25, 2024 @ 6:00 PM
SUPERIOR COMMUNITY CENTER

1. Andrew Vaughn called the meeting to order at 6:01 p.m.

2. Preliminary Matters
   a. Roll Call
      Present: Andrew Vaughan, Sherry Smith, Stephanie Coffin, Suz Paxson, Liza McKenzie
      Staff Present: Jennifer Garner "JG", Arts & Historical Programs Supervisor
      Trustee Liaison Present: Sandie Hammerly
      Guests: Eleanor M., Sienna W., Tristan M., Connor L., Mick P. from Monarch High School

   b. Agenda Approval
      Suz motioned to approve agenda with changes to switch 5b and 5g since Stephanie is sick. Stephanie seconded
      Unanimously approved.

   c. Public Comment (limit 5 minutes/person)
      There was no public comment.

3. Staff Updates
   a. Board dinner agenda items & budget request
      CAPS dinner will be Monday, June 10th prior to the regular Board meeting. CAPS members should have agenda topics to discuss by next meeting. JG also suggested preparing a preliminary 2025 budget.

   b. Storage of digital screens and carts
      Four of the six digital art screens were moved from the SCC kitchen to the firehouse and eventually to Superior Storage. One will be left behind to be programmed at the SCC, the one that Chris has at his house will also go to storage. If CAPS plans to use them in the future, staff will need lead time so that the Parks crew can potentially assist.

   c. Pre-fab concrete bases for P-dogs and other
      JG is getting estimates on pre-fab concrete bases for future placements of the Prairie Dogs, Angel Wings, other art installations. The concrete fabricator located in Denver area. Drew suggests engineer consult for safety regarding tipping, kids climbing etc.

   d. Sculpture locations scouting with Superintendent & Leslie Clark
      Will be confirming locations at most all Town parks for both the ARTery and P-dogs. Our superintendent will know about irrigation and other potential landscaping obstacles. JG and Stephanie have a wish-list for the P-dogs and will work off the suggested ARTery consultant locations.

   e. Base for Mike Clapper sculpture and other pieces for placement
      JG in discussion with the artist about different types of bases for the large marble sculpture.

      Other: JG is getting estimates for sandblasting the ground murals off of Rock Creek Circle since they are deteriorating and that roadwork is planned for this summer.

4. General Updates & Debriefing
   a. Updates
      Drew mentioned that the Board approved Bigsby's Folly design proposition and there is plenty of mural space on the exterior. Bigsby's have committed to working with CAPS moving forward and will be open

approximately one year from now.

b. Debriefing
    i. Marshall Fire Memorial update to the Board from April 8th
    Drew shared comments that came from the Board and Mayor after he presented. They were overall positive and encouraged the group to proceed with community engagement to help move things along. The subcommittee will meet on Monday to discuss their engagement planning.

    ii. ARTery update to the Board from April 8th
    Drew shared Artery slides with board and the board is pleased with progress and potential location of sculptures. Drew also shared 5 locations near ARTery for murals. Board liked all potential mural locations.

    iii. Totem Bead Making Workshop was Sunday April 21 from 12-3pm
    Due to a lower turnout, Sherry feels we need to do a couple more sessions that are more guided to create enough beads for at least 3 totems. The event had 11 no shows. We should possibly do an age limit—16 plus? Stephanie suggested that we need more time to set up/break down. Stephanie suggests automatic reminders (were sent out)—maybe call reminders? JG thinks no. Drew suggests we need to re-word invite to make sure people understand importance of coming or canceling. Can we ask for a donation fee to help deter no shows? JG and Sherry will work out schedule, 3-4 weeks for next event at soonest. Also, need to push back July stacking event.

c. Upcoming Events
    i. ARTery Photo Walk, Saturday, May 11
    Drew stated that we have a couple professional photographers, dollar-off beers at Bambei's, and a local photo-sharing app for the event. The Plaza, Civic Center, Grasso Park, Zephyr in Triptych and the McCaslin Rings will all be stops. Stephanie asked if the walk route is wheelchair friendly/accessible. Drew stated yes and that the event has been advertised as 2-3 miles of walking.

5. Work Plan Check-In
    a. Prairie Dog new locations
    Drew asking if any will land near ARTery. JG will keep this in mind during next week's location scouting trip.

    b. Stained glass event(s)
    Will be two weekends in July and all supplies/materials have arrived. Stephanie suggests Diamond Dotz for a kids event for Christmas/Halloween—for kids since they can't do stained glass, perhaps a November event? JG suggests putting this on next month's agenda for the whole group to discuss with regard to bandwidth and budget.

    c. Neighborhood grant project guidelines
    JG and Drew working on final language for program, applications process/requirements, timeline and implementation. JG will work with Comms.

    d. AI Art Competition rules
    Chris has been working on the CaFE call-for-entry.

    e. Mural subcommittee
    Plan to vote next meeting on whether we should focus on the tunnel under McCaslin that connects Founder's Park and Downtown. Also, need to decide on complexity to determine price and possibly using some of the ARTery budget for this large mural. Next steps: Let Parks & Rec know about tunnel location being priority and to possibly bring in maintenance regarding lighting for both art and safety. The group also discussed the concrete wall in between North Pool and SES. Liza to start email between Andrew/Suz/JG about lighting.

    f. Music Event Planning
    Date for senior recital is Sunday, June 23 from 12-3p.m. at SCC. Suz is hoping to do a monthly event to bring music to senior residential centers backed by town. A Battle of the Bands is still in creation phase.

Drew encouraged her to complete planning so that space can be reserved and to get marketing in the queue for Comms.

g. ARTery planning and Placement
See above for murals. Potential locations for coyote/hawk sculpture would be near the Civic Center, surfboard near the Commons Park amphitheater and Mike Clapper's piece potentially in Founders' Park.

h. CAPS structure, funding and grant options
JG briefly shared what past CAPS members considered in the past which was fewer events and workshops and a sole focus on public art selection due bandwidth issues.

6. Discussion Items
   a. Board dinner agenda items & budget request
   Andrew is interested in signage for/marking of local art with artists names etc. Add to 2025 budget projection?

   b. Superior Arts Roster
   It's coming along, the group needs to continue to push it and get people signed up.

   c. Other: JG shared a side project, public art collection coloring books. The project sprung from Trustee Hammerly's love of the artwork in our collection by Chris Bates called "Superorientation" and JG's knowledge of a public art collection coloring book in Lafayette. A graphic designer is already working to make simple line drawings from photos of our collection. There will be a kids book and a more complex version.

6. Adjourn
   Andrew motioned to adjourn the meeting 7:54 p.m. and it was seconded by Suz.
   Unanimously approved.

Next Meeting: Thursday, May 23, 2024 at the Superior Community Center

MEETING NOTES
Home Rule Charter Commission (HRCC)
April 4, 2024 at 6:00 PM
Superior Town Hall

1. Call Meeting to Order – 5:57 PM

2. Preliminary Matters
    - Roll Call
        - Present: Jeff Chu, Heather Cracraft, Claire Dixon, Clint Folsom, Mike Foster, Chris Hanson, Ryan Hitchler, Ryan Welch, Dalton Valette
        - Absent: none
        - Staff: Kathryn Sellars (Special Counsel), Matt Magley (Town Manager)

    - Agenda Approval
        - Unanimously approved

3. Public Comment
    - Celeste Landry, Boulder, asked Commission to reach out to Senator Steve Fenberg to ask him to include in his 40-page yet-to-be-introduced election bill setting up a task force or interim committee on proportional representation.

4. Review of Charter sections
    - Second Review:
        - Public Engagement and Public Hearing – **April 18, 2024**
        - Preparation for public hearing and public outreach

    - Additional Review:
        - Any other clean up review as necessary

5. Next Steps – Public Engagement and Public Hearing
    - *Discussed items and prepared for public hearing and outreach ahead of this November's election*

6. Adjourn – 8:53 PM

MEETING NOTES
Home Rule Charter Commission (HRCC)
April 18, 2024 at 6:00 PM
Superior Town Hall

1. Call Meeting to Order – 6:00 pm

2. Preliminary Matters
    a. Roll Call
        i. Present: Heather Cracraft, Claire Dixon (via zoom), Clint Folsom, Mike Foster, Chris Hanson, Ryan Hitchler, Dalton Valette, Ryan Welch
        ii. Absent: Jeff Chu
        iii. Staff: Kathryn Sellars (Special Counsel), Matt Magley (Town Manager)

    a. Agenda Approval
        i. Approved unanimously

3. Public Hearing
    a. Introduction

    b. Presentation on Home Rule
        i. Reviewed and discussed the draft home rule presentation document and next steps

    c. Public Comment:
        i. Mike Novick, Superior, asked about difference between current rules and regulations and what is in the proposed charter; what neighboring communities' charters used as models; and about process for any changes after charter is established.
        ii. Stephanie Miller, Superior, asked about how the majority versus super majority discussion came to be.
        iii. Mike Novick, Superior, asked about where the guiding charter came from and how short-term rentals are addressed in charter.

6. Adjourned at 7:05 pm

MEETING NOTES
Home Rule Charter Commission (HRCC)
May 2, 2024 at 6:00 PM
Superior Town Hall

1. Call Meeting to Order – 6:10 pm

2. Preliminary Matters
    a. Roll Call
        i. Present: Jeff Chu, Heather Cracraft, Claire Dixon, Clint Folsom, Mike Foster, Chris Hanson, Ryan Hitchler, Dalton Valette, Ryan Welch
        ii. Absent: Chris Hanson
        iii. Staff: Kathryn Sellars (Special Counsel), Matt Magley (Town Manager)

    b. Agenda Approval
        i. Motion to Amend to include Public Comment Agenda Item (2c) and Discussion of Town Board Presentation Item (5)
        ii. Approved Unanimously
    c. Public Comment – none

3. Discussion of Final Version of Charter
    a. Inclusion of Table of Contents – will be added if Charter is approved and then uploaded to Municipal Code website, but will add to PDF for reference in the meantime
    b. Preamble – keep first sentence as presented in latest version
    c. Safety and welfare add to the second paragraph – add “a safe and" to second sentence
    d. Section 3.01 (4) – agreed to keep as is
    e. Section 3.01 (5) – is 50 signatures too many? Add: Registered electors may sign any number of petitions, regardless of the number of separate offices to be filled in the election.
    f. Section 12.04 (2) – remove “trail”

4. Approval of Home Rule Charter
    a. Motion approved unanimously.

5. Discussion of Board Presentation during May 13, 2024 Board Meeting
    a. Commission discussed incorporating pphilosophy as part of the presentation as well as reminder that as individuals you can support the public education to vote for the charter

6. Issue Committee coordination
    a. Dalton Valette will coordinate paperwork, opening a bank account, developing a budget, collecting initial contributions from those commission members who want to contribute, filing the required reports and then closing the account after the election.

7. Campaign sign coordination
    a. Ryan Hitchler and Mike Foster will take the lead on design, ordering, confirm date for sign placement, where they will be distributed and collected after election, etc.

8. Event coordination
    a. Claire Dixon will take the lead here to coordinate, which event(s) to attend such as Chili Fest, additional supplies and goods/trinkets/pamphlets

9. Adjourn – 7:32 pm

MEETING NOTES
Parks and Recreation Advisory Committee (PARC)
APRIL 17, 2024 @ 7:00 PM
SUPERIOR COMMUNITY CENTER

This meeting was held in-person, also with a virtual option.

1. Call Meeting to Order

2. Preliminary Matters

   a. Roll Call

      - PARC members:

        Burton McKenzie
        Susan Stanish
        Martha Siegmund
        Robert Stephens
        Lindsay Kerr
        Grace Batey
        Brent Hartman

      - Town staff:

        Bryan Meyer
        Leslie Clark

      - Trustee Liaison:

        Trustee Jenn Kaaoush

   b. Approval of Agenda

   c. Public Comment – No public comment

3. Discussion Item(s)

   a. PARC and Town Board Meeting

The discussed the upcoming dinner meeting with Town Board which will take place on June 3.

   b. Participation in Arbor Day event (April 27) – final plans

April 27th from 10am - Noon; giveaways and signage; Promotion for Miners Park opening celebration; Burton to pick up the sign boards and easels.

c. Grand opening event for Miners Park (May 19)

Two bluegrass musicians have been scheduled for May 19th from 3-4:30pm. Plus one member of the historical commission will attend for a little historical background. Tim to bring "panning for gold" tools. Potable water will be available, as will one porta potty. PARC will purchase 100 cookies from Boulder Cookie Company for the event. There is very little parking, so Town communications will encourage walking and biking.

d. Identify and schedule any desired committee park walks

The committee decided to prioritize potential tours of parks after further discussion of the amenities and services list.

e. Process for PARC review of Downtown Civic Space design

The latest concepts are posted online to TOS website; opportunities for providing feedback have already happened through numerous channels and committees. RFP going out this summer for final designs. Board is intentionally keeping options open for design until use is more defined, which will happen over time.

f. Amenities and services list prioritization -

High priority scores: Shade structures in parks; bathrooms at Miners and Children's Park. Might there be potential for cheaper porta potties within the shade structures? Discussion of Community Park upgrades are high priority, and are already in 2025 budget for upgrades. Also PARC tour. The committee discussed how now could be a good opportunity to provide more shade, during rebuild. Upgrades for both pools are very high community priority, but committee recognizes they cannot be rebuilt for at least five years, due to budget constraints.

Brent motioned to make recommendation to the Board for bathroom options at Miners and Children's Parks; Susan seconded;
Yes Votes: Robert; Brent; Susan; Martha; Lindsay; Grace
No Vote: Burton

Grace discussed highlights from her meeting with Superior Youth Leadership Council about ideas for potential park amenities; rental outdoor equipment; rentable e-scooters; basketball hoops for pools.

g. Potential 2025 budget recommendation(s) to Staff Liaison

4. New Business and Updates

a. Update on Marshall Fire Memorial Subcommittee activity

Susan provided an update on consultant work from last year. Subcommittee meeting again on April 29th.

b. Update on Trail Courtesy campaign

Town staff picked a theme for the Campaign: "Share Community Spaces". Month of May will be focus on bike safety. June will be dogs. Town staff showed website draft borrowed from another municipality in CA, including 12 icons; Bike to Work Day - June 26th

c. Updates from Town staff

Bryan Meyer shared updates on Senior Programming in town. Monthly welcome breakfasts at SCC beginning in May that will be catered. Gardeners Unite. Monthly book club. Superiorrec.com

d. Updates from Trustee Liaison – No updates

d. Summary points of meeting
- Updates for Arbor Day and Miners Park Opening Celebrations
- Lengthy discussion and update of Amenities and Services list prioritization for 2025
- Updates on Marshall Fire Memorial subcommittee activity and Trail Courtesy Campaign
- Town staff updates to include new Senior Programming to begin in May

5. Adjourn

MEETING NOTES
Historical Commission
April 19, 2024 10:00 AM
SUPERIOR COMMUNITY CENTER

1. Call Meeting to Order
   At 10:00 a.m. Chairman, Larry Dorsey, called the meeting to order.

2. Preliminary Matters
   a. Roll Call
      Present: Chairman, Larry Dorsey; Mary Cartwright; Maureen Hogg; Dalton Valette; Errol "Wally" Waligorski; Karen Waligorski
      Staff Present: Jennifer "JG" Garner, Arts & Historical Programs Supervisor
      Trustee Present: Bob McCool
      Guests: Jeanne Barrett, David Cartwright, Jason Kirkfield, Doug Walker

   b. Approval of Agenda
      Dalton motioned to approve the agenda and Karen seconded.
      Unanimously approved.

   c. Public Comment (limit 5 minutes/person)
      There was no public comment.

3. General Updates, Debriefing & Discussion
   a. Updates
      i. Correspondence, completed/required
         Thank you cards have been sent to the Broomfield Museum for the donation of the outhouse and to Jim Venette for the donations he has given so far. A sympathy card was sent to Christie Hardin on the death of Phyllis Hardin.

      ii. Marshall Fire Memorial all advisory group subcommittee, via CAPS
         Dalton reported that the committee has met and will make a presentation to the Board of Trustees on April 29th. Also, there will be a booth at Community Park during the July 4th celebration with information

      iii. Outhouse restoration & move to Asti Park
         JG, Larry and Matt Rarick met and have chosen the location for the outhouse at the rear of the museum rebuild. A concrete pad for the outhouse will be poured prior to its move. A bid for the restoration of the outhouse has been received from Mr. Afleck, who has experience in this type of restoration, for $440. Wally motioned and Mary seconded that this bid be accepted.
         This was approved unanimously.

      iv. Anything for RFI
         Maureen said there has been nothing added.

      v. Donor(s)
         - General
           There have been no new donations at this time but there has been a contact from Marilyn Morgan who has some items for us to consider.

         - Lions Club & Marshall Fire
           The question was raised at the last meeting if perhaps the Lions Club could fund professional help to get the video (s) set up on the new equipment. Jeanne responded that she will see if the Lions Club has a member who could volunteer to do this or else they

are prepared to pay for a designer/graphic developer to complete this project. In addition, Jeanne said the Lions will design and pay for a bench to be sited near the Veterans' Memorial in Asti Park. Upon completion of the museum, a permanent sign will be displayed to credit the Lions Club for all the support they have given following the Marshall Fire.

- Maps from Lafayette Minter's Museum
  There is no further information about these.

b. Debriefing

i. April 6th museum open day
There were a few visitors, each very interested in the museum.

ii. 2024 Annual Spring Program: Shootout at the Superior Depot
This presentation by Larry was excellent with a lot of background history of miners' grievances resulting in the Long Strike which led to the confrontation at the Depot. The program was videoed and will be available to view.

iii. Public comment at April 8th Board meeting
Larry spoke and clarified the SHC view that two separate issues are being requested of the Board of Trustees; keeping the Bungalow (or at least part of it) as museum space after the rebuild is complete and possible hiring of staff. Bob said he will follow-up on this so it gets back on the Board agenda.

iv. Heritage Roundtable
Larry said plans were finalized for the May 8th presentation at Chautauqua Community House. Kathy Koehler was nominated and approved for the Square Nail Award. Also, several historic walks in the area are being planned.

As he wasn't able to be present today, Scott had e-mailed Larry to inform the SHC that History Colorado is looking for women of note to feature and wondered if we should propose Josephine Roche.

c. Discussion

i. License plate purchase for Fire Engine/Truck (vote)
Larry has located a set of 1942 truck plates for the above which cost $90. Wally motioned and Karen seconded that we purchase these. *It passed unanimously*. David suggested that security screws be used to put the plates on the fire truck/engine.

ii. Eventual move to Asti Park museum, pending Bungalow decision, & potential work session to discuss collection location(s)
Larry said he had heard from Elizabeth Nosek from Historic Boulder. Their collections committee had met and decided they would loan us the artifacts we requested for one year. At the end of the year they will either stay in Superior or be returned if appropriate. They will give Superior two wooden/glass display cases. Discussion of which artifacts to move to Asti Park when the rebuild is complete will be an agenda item for May's meeting.

iii. Miner memorial: CIP budget amount, design and implementation ideas
$25,000 is set in the 2024 budget for the memorial. JG showed photos of several miners' memorials in other municipalities as examples to consider. A two -level structure with plaques displayed on the large structure and space for a future statue on the lower structure was favored by the Commission, similar to one at the School of Mines. An update on this will be e-mailed to the Board.

iv. Board dinner agenda items, likely late May date, but still TBD
JG said this will probably be in early July, maybe the 8th, and SHC members should get ideas to her by mid-May.

v. Possible 2nd grade field trip in September

Larry will contact the schools to see if the teachers wish to do this.

d. Upcoming Events
   i. Museum rebuild group photo Wednesday, April 24th, 9am at Asti Park
   This will be for those Commission members who are able to attend.

   ii. Historic Walk, Saturday, May 4th 2-3:30 p.m. Need to finalize event details
   In preparation for this, several Commission members will meet on May 3rd to put out stakes identifying sites at the Industrial Mine.

   iii. PARC request for SHC presence at Miners Park event May 19th, 3-4p.m.
   A Commission member will give a few words on the mining history of the Town at the opening.

   iv. Next ANFRM meeting – 2024
   Superior has not been informed of any new dates.

   v. May 4th museum open day
   This will be staffed in the usual way. Karen and Wally will stay to help close up the Bungalow as the walk to the Industrial Mine site begins at 2:00.

   vi. Possible June Open House event for museum re-build completion
   This will be an outside event although the museum will be open for visitors to go in and see the new facility.

e. Staff Updates
   i. Website status, videos, online donation form
   JG said this is still being developed; it will be a shared Arts and History site. The online donation form is also "under construction".
   ii. Fire Engine/Truck maintenance status
   This is continuing at the garage in Longmont and JG let the group know that the LED bulbs were installed for the head and tail lights but that they are still looking for bulbs to fit the other bigger lights. She also mentioned that the radiator core needs to be replaces. Due to some other questions by the group, JG asked if Wally could telephone them to check on further progress.

   iii. Cookstove move from Superior Storage to Asti museum rebuild
   JG said that Schneider Construction is planning to move the cookstove for the Town on Monday, April 22nd.

   iv. Cemetery parking spots per Town construction project
   While there are no parking spaces close to the gate of the Cemetery, there will be some, including for handicapped, nearby with a concrete path to connect to the entrance.

4. Work Plan Check In
   a. Update to the Annual Fall Program: Superior's geology
   Maureen said Jeff Graves or a colleague from the State Dept. of Mining and Safety will be the speaker. The date is set for Wednesday, October 17th and Jeff was wondering how soon the Town will need to know his requirements for audio/visual equipment. The Town Hall will be reserved on this date.

   b. Follow up with the Arapahoe tribe and the Wind River reservation
   There is nothing to report on this.

   c. Wikipedia
   Maureen reported that due to power and internet outages lately there is nothing additional added.

5. Other
   a. Lakewood via Broomfield museums has contacted us to see if the museum would like a collection of sheet music. It was felt we would be able to use a few pages in our education displays. Mary will contact Lakewood to see if they agree to this.

b. Karen has been able to listen to a two donated cassette tapes related to early Superior history. They were recorded in 1981 and 1982 consisting of a half hour by John Grasso, a half hour by Irene Delier, and an hour with Edna Ambros, Irene and Mable (last names not audible). They talked about life in the mine camp, the time during the strike, knowing the Hakes and hearing about their trip to Superior in covered wagons back in the 1800s, and a little history about where people lived. Some of the tapes were fairly clear but others "muffled".

c. JG said the Town will arrange to have these digitized and Dalton said background noises can be muted.

d. Maureen wondered the status of Past Perfect and JG said the Town's subscription to this has lapsed. They are now using "Catalog It" which is much more efficient. There is a free trial period of the use of this software. Museum artifacts will now need to be entered.

6. Adjourn
   At 12:00 p.m. Wally motioned that the meeting be adjourned and Dalton seconded.
   Unanimously approved.

Next Meeting, May 17th, 2024 10:00 a.m. at the Superior Community Center

MEETING NOTES
Superior Open Space Advisory Committee (OSAC)
Wednesday, May 8, 2024
Superior Community Center

1. Call Meeting to Order (6:00)

2. Preliminary Matters
   a. Roll Call (6:00)
      Present: Rita Trainor, Amber Greves, Michael McDonnell, Jeffrey Wade, Cristi Verbeck, Joann Maneri, Leslie Clark (PROS Director), Phary Om (Open Space Ranger), Stephanie Miller (Town Board Trustee Liaison)
      Absent: Kara Neuse, Tracey Bain
   b. Agenda Approval (6:01) *Approved*
   c. Public Comment (6:01) *None*

3. OSAC Discussion Items

   a. Staff Updates [Leslie/Phary] (6:02)

- A "Bike to School" event was held today. 87 kids rode their bike or scooter to school.
- Wednesday, June 26 from 7-9 AM is "Bike to Work" day. Typically the Town has a booth at Hwy 36/Superior Commons. There will be Santiago's burritos.
- Staff met with the goat grazing vendor. Goat grazing is slated to occur across Indiana from Wildflower Park/ Eldorado PK-8 this summer. There is also a possibility that some cool weather grazing will occur up behind the homes where it is more sheltered.
- A bee talk occurred last week (Bees Waggle) to build interest in the pollinator program.
- The posters and banners that were originally to be used for Arbor Day will be used for National Trails Day.
- Upcoming programs include Camping 101 on May 10 and a pollinator/garden volunteer program on May 28. This volunteer program is open to 20 volunteers to work with Friends of Coal Creek and will be held at Purple Park (register to participate). There will be bird walk on May 18 with Ashley DeLaup (register to participate). A noxious weeds training will occur from 10-10:45 on May 18 at the Aquarius trailhead in Louisville (Event Brite link to register).
- PARC will be hosting a grand opening for Miners Park on May 19.

   b. Town 15 Board Recommendation to Rezone (6:13)

- OSAC discussed the edits and updates to the Town 15 position paper in order to make a recommendation to the Town Board. OSAC made a recommendation to the Town Board that the Town 15 parcel be rezoned to Open Space-Natural. *Recommendation passed unanimously.*

   c. Budget (6:28)

- Vice Chair Trainor presented budget considerations for 2025. OSAC discussed budget recommendations; specifically for a full-time staff resource to report to the Open Space Ranger, continuation of Open Space Master Planning, and implementation of Open Space Master Plan recommendations at Coyote Ridge Open Space and other locations.

d. Vote on Budget Recommendations (6:36) *No formal vote was needed.*

e. Prairie Dog Plan Update (6:36)

- Staff updated OSAC about a conversation with Boulder County Parks and Open Space staff. Town staff relayed to Boulder County staff that OSAC's exploration of the Harney-Lastoka and Verhey parcels as potential prairie dog translocation sites was specifically for future planning, not any immediate action. Boulder County staff is comfortable with the use of a portion of Harney-Lastoka for this potential use. Boulder County staff is not supportive of the potential use of Verhey for prairie dog translocation because of the proximity to grazing operations. Boulder County seeks to have enough prairie dogs in the area to reintroduce black-footed ferrets. They want to work closely with the Town if this were to occur.
- Committee Member Greves provided an update on potential translocation sites noted in the Prairie Dog Playbook. Rocky Flats is again not open to prairie dog translocation from outside of Jefferson County in 2024. The status of Pueblo Chemical Depot as a receiving site has not yet been decided for 2024, but that meeting is to occur this week. An update will be provided at the next OSAC meeting.

f. National Trails Day Planning (6:50)

- Phary Om provided information about vendors for National Trails Day on June 1, 2024. There is more interest with 18 vendors confirmed so far and 20 vendor spaces total available. OSAC reviewed the layout for the event. Town 15 will be designated for parking. Some of the confirmed vendors include HawkQuest, My Nature Lab, Goat Bros, etc. Details will be finalized later in May.

g. OSAC Roundtable (7:05)

- Committee Member Maneri reported that the Wildlife Encouragement Team is having a walk on May 20.

h. Reminders (7:07)

3.h.1. National Trails Day- This event is scheduled for 6/1/24 at the Coalton Trailhead.

3.h.2. 4th of July- OSAC will have a tent at this event in Community Park with maps of the trails and other information available. OSAC had a brief discussion of the continuation of Open Space Master Planning and how some of that info might be available by July 4th. OSAC also discussed the RFP for the next round of Open Space Master Planning, which has not yet been published.

4. Updates & Lookaheads:

a. Standing Updates (7:13)

4.a.1. Rocky Mountain Greenway (Rocky Flats) – no additional discussion.

4.a.2. Raptor Program - Peter Ruprecht recently led an owl walk that was well attended. Kids asked questions and were very observant. The spotting scopes worked well.

4.a.3. Wildlife Monitoring Program- Peter Ruprecht, Tracey Bain, and Phary Om have talked with Citizen Science out of CSU about trialing the features of the platform.

4.a.4. Trail Etiquette- Committee Member McDonnell communicated with town staff about a biking message to utilize as part of Share Superior Spaces.

4.a.5. Wildfire Update- Committee Member Verback is communicating with Alison James and a consultant from Wildfire Partners to assemble a group that is representative of a variety of neighborhood types. Wildfire preparedness needs will be assessed and compiled as part of a communication campaign.

4.a.6. Communications Update (for Kevin Colon)- Leslie will ask about a May trail etiquette promotion, and promotional communication for National Trails Day.

5. Adjourn (7:27)

**Indicates priority item due to Board, Staff, or Work Plan Timeline*
Next Meeting: Wednesday, June 12, 2024, 6:00 p.m. at the Superior Community Center
(OSAC meets on the second Wednesday of the month.)

ITEM NO. 3c

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Adoption and Approval of a Resolution approving an Agreement with Boulder County for Boulder County Youth Corps Program Services**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Leslie Clark, Parks, Recreation and Open Space Director**
Phary Om, Open Space Ranger

PRESENTED FOR: **Discussion/Action**

BACKGROUND:
The Town has partnered with Boulder County since 1996 to serve as a host and work site location for the County's summer youth employment program known as Boulder County Youth Corps. The program provides youth ages 14 to 17 with eight weeks of project-based employment in their local community. In previous years, teams assigned to Superior have generally worked on small parks and open space projects.

For the summer 2024 BOCO Youth Corps program, the Town and Boulder County are proposing to host one team of twelve for a period of eight weeks. The program provides employment opportunities for Superior youth and additional labor at a discounted rate for the Town. The agreement calls for the Town to subsidize the program with a contribution of $39,950.

This program has been very well-received in past years, and the Town and County look forward to another productive year in 2024.

List of Potential Projects for 2024:

- Pollinator garden installation
- Disc Golf course improvements
- Limbing trees, brush removal, seeding for fire mitigation
- Removal of weeds and Russian Olives
- Removal of old fence and trash in open space

- EWF turnover
- Bike park and skate park maintenance
- Trail maintenance
- Tree planting

BUDGET IMPLICATIONS:

- Funds for this program in the amount of $39,950 are identified in the 2024 Open Space Fund (71-471-3450)

MOTION:

Move to Adopt a Resolution Approving an Agreement with Boulder County for Boulder County Youth Corps Program Services.

ATTACHMENTS:

- Resolution
- Agreement

TOWN OF SUPERIOR
RESOLUTION NO. R-17
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR THE BOULDER COUNTY 2024 YOUTH CORPS PROGRAM SERVICES

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Intergovernmental Agreement between the Town of Superior and Boulder County for the Boulder County 2024 Youth Corps Program Services is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney

ADOPTED this 13th day of May, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

BOULDER COUNTY
2024 YOUTH CORPS PROGRAM SERVICES
INTERGOVERNMENTAL AGREEMENT

TOWN OF SUPERIOR

This Agreement for the Youth Corps Program Services (hereinafter referred to as the "Agreement") is executed between the **COUNTY OF BOULDER**, State of Colorado, a Body Corporate and Politic, acting through and by its Board of County Commissioners, P. O. Box 471, Boulder, Colorado, 80302, hereinafter referred to as the "County" and the **TOWN OF SUPERIOR**, a Colorado Statutory Town, 124 E. Coal Creek Drive, Superior, Colorado, 80027, hereinafter referred to as the "Town", and each referred to as a "Party" and jointly hereinafter referred to as the "Parties".

WHEREAS, the County provides a summer youth employment program specifically known as the "Boulder County Youth Corps", more fully described in Exhibit "A" Scope of Services, (please refer to attached Exhibit "A"); and

WHEREAS, the County program will provide valuable services to the community which are deemed to be essential for the immediate protection and preservation of the public health, safety, convenience and general welfare of the citizens of Boulder County; and

WHEREAS, the Town has agreed to participate in and financially support the summer youth employment program, and is authorized to execute this Agreement by law, including Colorado Constitution Article XIV, Section 18 and C.R.S. 29-1-201, et seq.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Town will pay the County the full amount set forth in the Agreement by the deadline of June 1, 2024. The County's year-end report to the Town will contain complete and accurate statements of services rendered, including any reductions in services provided as a result of applicable public health orders. If there are any reductions in services provided, the County will reimburse the Town for any portion of the funds for which the Town has paid, but for which services were not provided. Reimbursements will be made within 30 days of the year-end report.

2. Term: The Agreement shall begin on January 1, 2024, and continue through December 31, 2024.

The dates for the 2024 Youth Corps season are designated as June 10, 2024, continuing through July 31, 2024.

3. Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding between the Parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing, signed by duly authorized representatives of the Parties. This Agreement incorporates herein by reference of the attachments specified as Exhibit "A" Scope of Services and Exhibit "B" Annual Financial Report.

4. Services: The County agrees to provide the services listed in Exhibit "A" to the community. In addition to the services, the County agrees to:

a. Be available for consultation as needed; and
b. Provide the Town with all necessary information; and
c. Facilitate the provision of support services that become necessary.

5. Payment: The Town agrees to pay the County the sum of $39,950.00 (Thirty-nine thousand nine hundred fifty dollars and 00/100ths) on or before June 1, 2024. The County will submit, in writing, an invoice for services.

6. Audit: The Town reserves the right to conduct an audit of all records related to this Agreement should the Town have concerns about the County's performance of the services listed in Exhibit "A".

7. Reporting Requirements: The County further agrees to submit a year-end report to the Town. The annual report will contain complete and accurate statements of services rendered, according to the format of Exhibit "B" (please refer to attached Exhibit "B") to this Agreement, signed by the County's signatory, or its authorized agent, and submitted no later than February 15, 2025. Besides any other remedies, the Town may decline to consider further Agreements if the County does not submit its annual report on time.

8. **Independent Contractor: The County and any persons employed or engaged by the County to perform services under this Agreement shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the Town. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of copartners or joint ventures between the Parties or as construing the County, including its**

agents, employees, and any persons engaged by the County to perform services under this Agreement as an agent or employee of the Town. The County shall remain an independent and separate entity. The County shall not be supervised by any employee or official of the Town nor will the County exercise supervision over any employee or official of the Town. The County shall not represent that the County is an employee or agent of the Town in any capacity. The County, its officers, employees or any other persons engaged by it under this Agreement, are not entitled to Workers' Compensation benefits except as may be provided by the County or some entity other than the Town. The County is obligated to pay federal and state income tax on money earned pursuant to this Agreement, if applicable.

9. Personnel: The County agrees to provide competent personnel to supervise the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

10. Insurance: The Town and County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended ("Act"). The Town and County shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet their liabilities under the Act. Upon request by either Party, the other Party shall show proof of such insurance.

11. Liability: Each Party assumes responsibility for its negligent actions and omissions, and those of its officers, agents and employees in the performance or failure to perform under this agreement. By agreeing to this provision, neither the Town nor the County waives or intends to waive, as to any person, the limitations on liability or other protections which are provided to the Town and the County under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq.

12. Termination: This Agreement shall be subject to termination by either Party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other and if the conditions of noncompliance specified in such notice is not corrected, within ten (10) days of receipt, of the date of such notice, this Agreement shall be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notices shall be mailed to the designated Parties as specified in Section 19.

13. Provisions Construed as to Fair Meaning: The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such party of the source of the language in question.

14. Headings for Convenience: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

15. Compliance with Ordinances and Regulations: The County shall perform all obligations under this Agreement in strict compliance with all federal, state, city and Town laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the County's services under this Agreement and specifically, shall comply with all applicable child labor laws and shall not discriminate against any person on the basis of sex, race, creed, national origin, disability, or otherwise as prohibited by law.

16. No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically set forth in this Agreement.

17. No Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Town, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

18. Financial Obligations of Town: All financial obligations of the Town under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the Town's credit, the creation of any multiple, fiscal-year obligation, or a payment guarantee by the Town to the County. In the event appropriated funds are not available, both Parties shall be relieved of their obligations hereunder.

19. Notices: For purposes of the notices required to be provided under this Agreement, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the Parties at the following addresses:

For the County:

Parks and Open Space Department
Attention: Luiz Blanco-Bertolo
5201 St. Vrain Road
Longmont, CO 80503
lblanco-bertolo@bouldercounty.gov

For the Town:

Town of Superior
Parks, Recreation and
Open Space Department
Attention: Leslie Clark
206 Coal Creek Drive
Superior, CO 80027
lesliec@superiorcolorado.gov

20. Waiver: No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

21. Severability: Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

22. Governing Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

23. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

COUNTY OF BOULDER
STATE OF COLORADO

_____
Therese Glowacki
Director, Parks and Open Space Department

Executed by **BOULDER COUNTY** on _____.

TOWN OF SUPERIOR

ATTEST:_____

_____
Mayor

_____
Town Clerk (Print)

_____
Print Name

Executed by **TOWN OF SUPERIOR** on_____.
Date

EXHIBIT A
SCOPE OF SERVICES

1. **LOCATION OF WORK PROJECTS:**
Various locations in parks and on Town of Superior property, open space and trails throughout the Town.

2. **DATE OF WORK PROJECTS:**
June 10, 2024, through July 31, 2024.

3. **TYPE OF WORK TO PERFORM:**
a. Wire fencing removal on open space properties
b. Fire mitigation on open space properties
c. Debris removal on open space properties
d. Pull weeds – various locations
e. Trail work maintenance: water bars, re-establishing trail/surface materials on open space
f. Add crusher fine to various soft trails
g. Disc golf course build/maintenance
h. Bike & skate park maintenance
i. Autrey park maintenance projects
j. Assist with formalization with historical Industrial Mine Trail
k. Pollinator bed project in parks & open spaces
l. Linseed oil backstops on ball fields & benches

4. **OTHER CONDITIONS:**
Boulder County Youth Corps will provide:

a. One (1) twelve (12) person work team consisting of one (1) adult team leader and one (1) adult assistant team leader with ten (10) youth team members assigned to work in Town. Team member ages 14-17; and

b. Tools, safety protection wear as deemed necessary, and transportation provided to and from the designated work sites.

5. **PROGRAM SERVICES GOALS AND OBJECTIVES FOR 2024:**
Number of youth served:
One (1) Team, consisting of ten (10) individuals

Ages: 14-17

MAINTENANCE TEAM:

A total of eight (8) weeks, consisting of project-based employment and supervision with an emphasis on service to the Town, a teamwork experience, environmental education and enhancement of job skills and civic responsibility.

Describe how effective this activity was in achieving goal/objective and how effectiveness was measured:

EXHIBIT B
2024 ANNUAL FINANCIAL REPORT

Please submit a financial statement that has been approved by the agency's Board or complete the following information.

Expenditures Category	Amount Budgeted	Expenditures	Percentage of Budgeted Expenditures
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
Total Expenses			

Summary of Measured Noise Levels

in the

Town of Superior, Colorado

due to

Rocky Mountain Metropolitan Airport Operations

April 2024



Prepared by:

Hankard Environmental, Inc.

Colorado, Wisconsin

HANKARD ENVIRONMENTAL

ACOUSTICS AND VIBRATION CONSULTING

Monthly Summary – April 2024 (Water Bladder Site)

The following summarizes the noise levels measured at the Water Bladder measurement location located off S. Torreys Peak Dr. and aircraft operations detected over the Town of Superior for the month of April 2024. Additional information regarding the measurements is attached.

- Over the entire month, a total of 11,181 aircraft operations[1] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 6,959 were touch and go (T&G) operations (62%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 7,975 minutes (133 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 2,312 minutes (39 hours), which is a 71% reduction.
- The following summarizes the April 2024 noise survey results.

Table 1 - Summary of Measured Noise Levels and Aircraft Operations in April 2024

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	11,181	---	7,975	4,872	678
	Daily average	373	16	307	187	23
Touch and Go Removed	Total for month	5,256	---	2,312	1,301	149
	Daily average	175	10	89	50	5

- Figure 1 shows the flight paths on April 8, a day with total operations close to the median for the month. Note the concentration of T&G operations over the Town of Superior and Boulder County.
- Figure 2 shows the measured noise levels and concurrent aircraft activity for this day. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 379 minutes.
  - 10 dBA (significant increase), 250 minutes.
  - 20 dBA (much louder), 46 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an hour on this day, during which time the measured level rarely reached ambient conditions (37 dBA), meaning that aircraft noise was almost constantly present.
- Figure 4 shows the flight paths for the entire month of April 2024.

[1] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

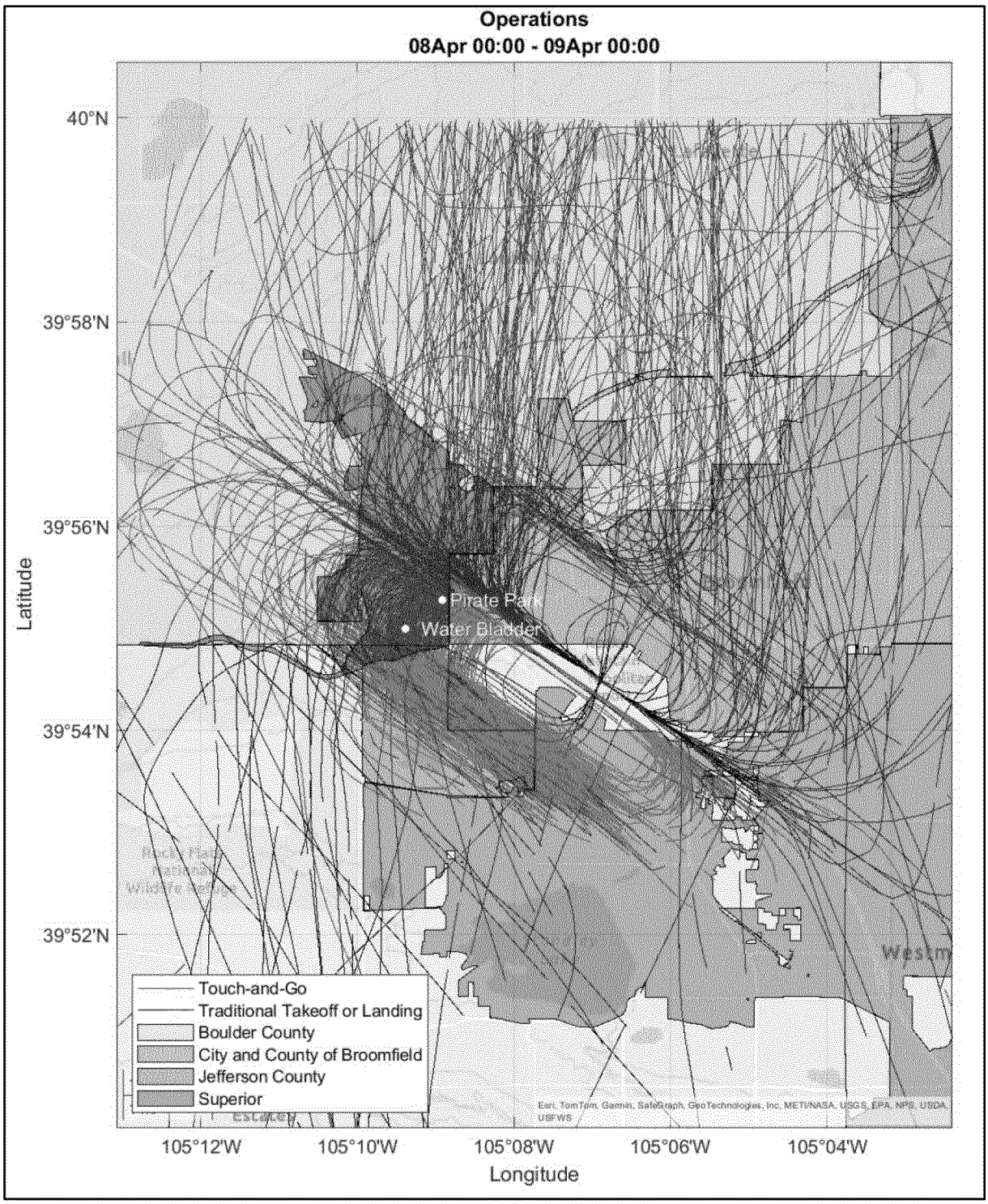


Figure 1 – Flight Paths on Median Day in April 2024 (600 Operations, 288 T&G)

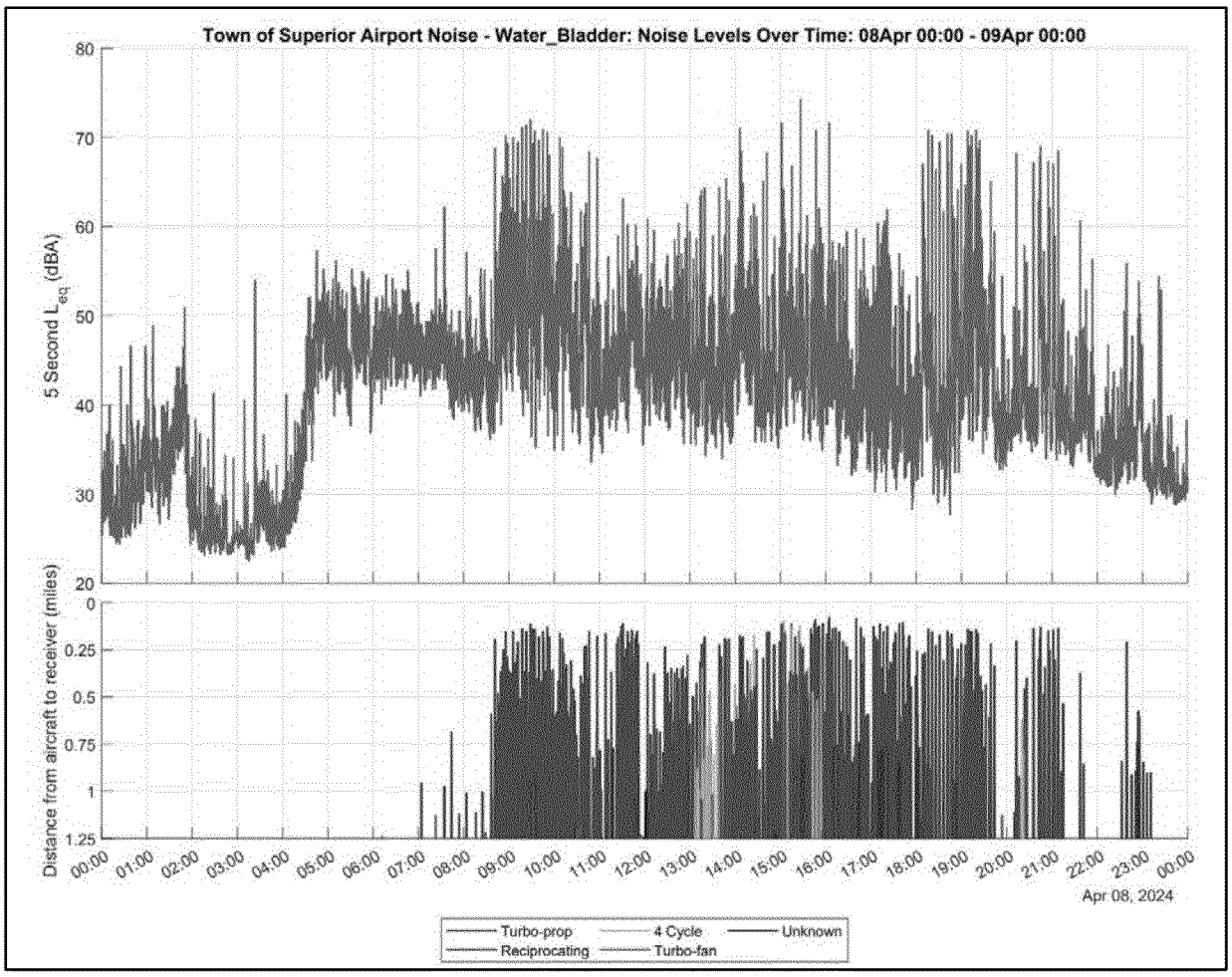


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

Table 2 – Hourly Noise Levels and Aircraft Operations on Median Day (Water Bladder)

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	47	53	58	53	48	49	50	52	53	49	48	54	53	51	47
Number of Operations	5	22	49	41	53	52	50	63	67	55	49	30	29	13	8

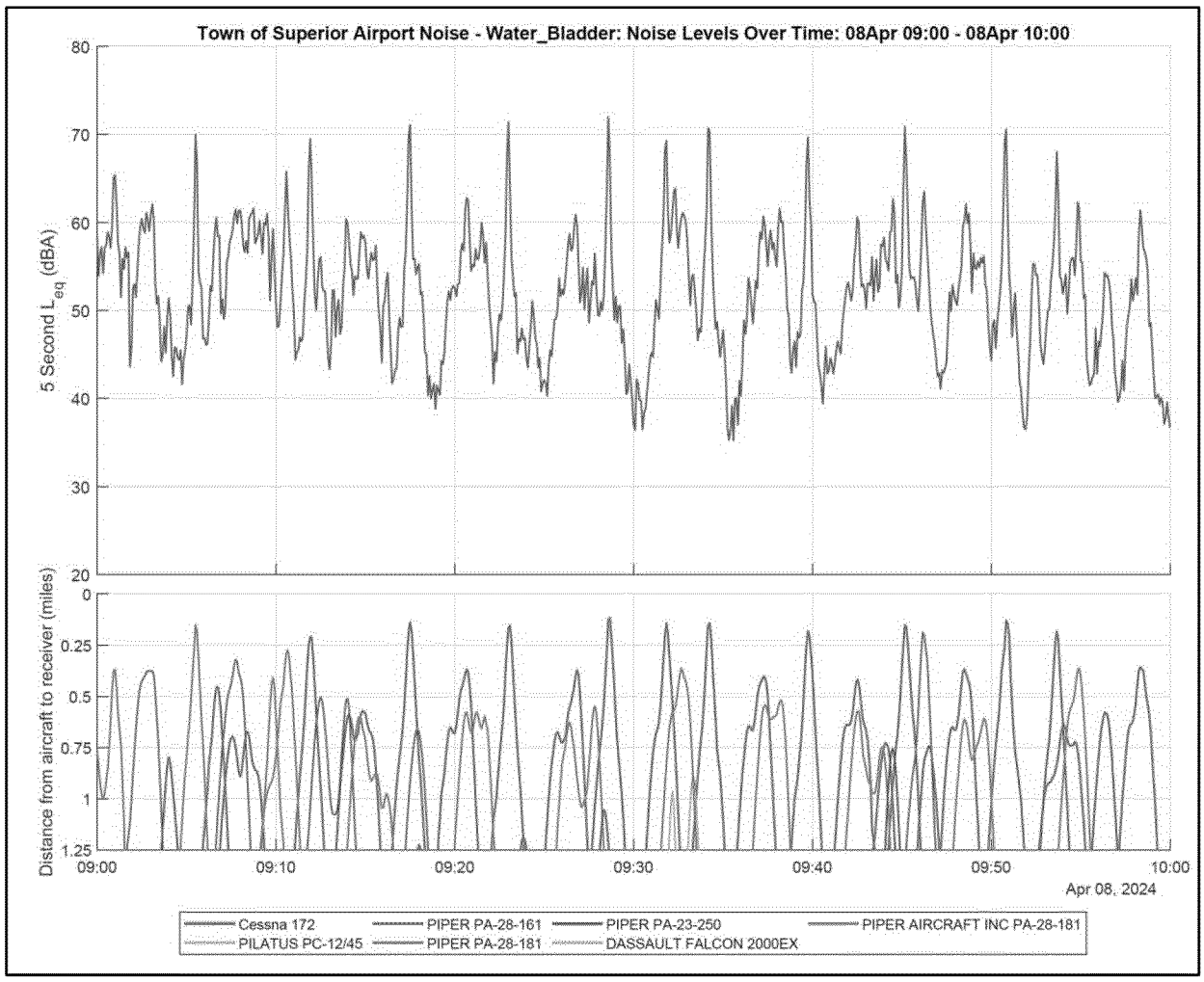


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Water Bladder)

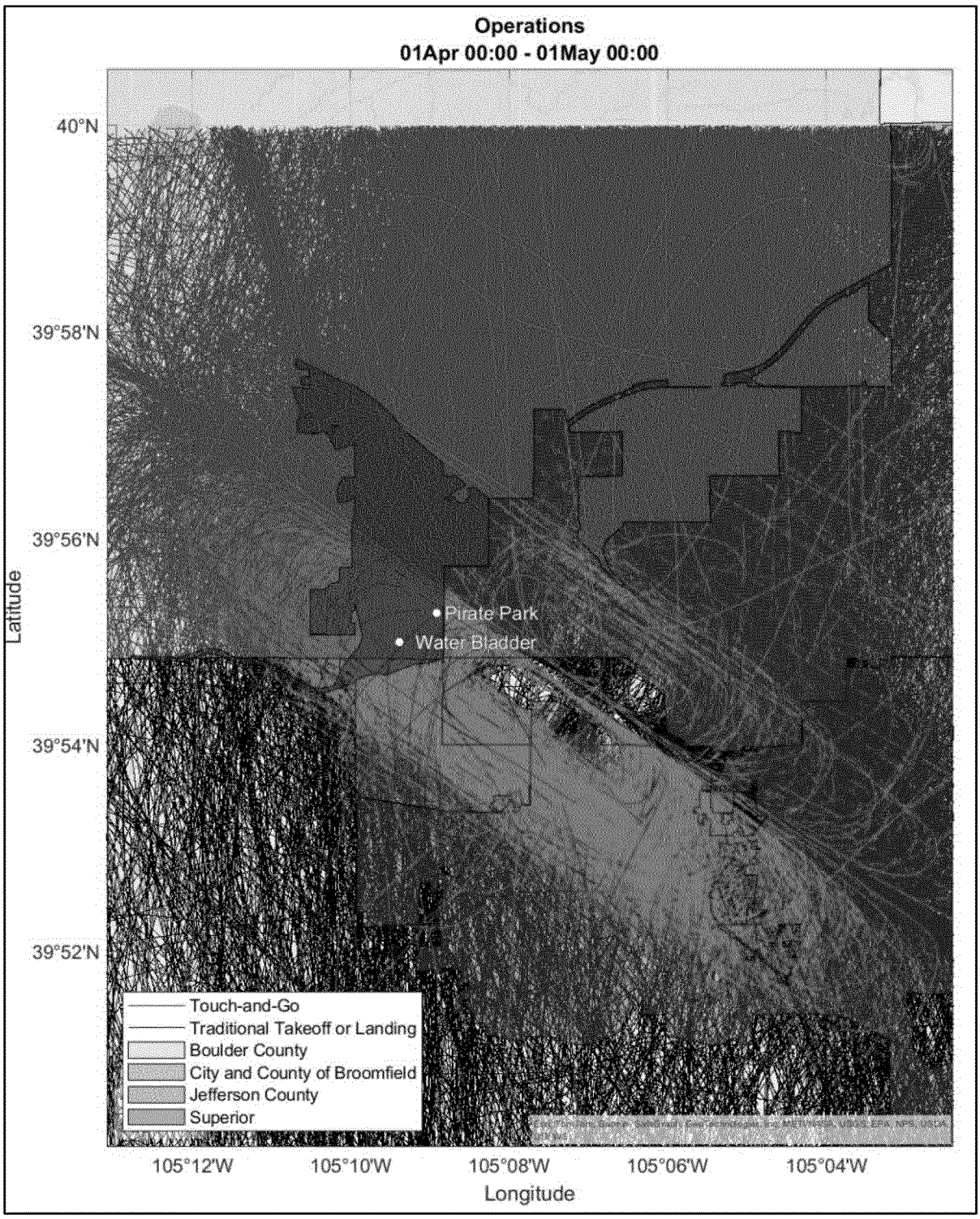


Figure 4 – All Flight Paths in April 2024 (16,339 Operations; 7,977 T&G)

Monthly Summary – April 2024 (Pirate Park Site)

The following summarizes the noise levels measured at the Pirate Park measurement site located near Pirate Park off Yarrow Circle and aircraft operations detected over the Town of Superior for the month of April 2024. Note the Pirate Park location was not operating until April 5. Additional information regarding the measurements is attached.

- Over the entire month, a total of 11,934 aircraft operations[2] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 7,191 were touch and go (T&G) operations (60%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 6,369 minutes (106 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 2,537 minutes (42 hours), which is a 60% reduction.
- Aircraft noise exceeds the ambient noise level by 20 dBA or more for a significant amount of time at this site (almost one hour per day).
- The following summarizes the April 2024 noise survey. Note the minutes 20 dBA above ambient are much higher than at the Water Bladder, due to the closer proximity to the runway and the lower, climbing, aircraft.

Table 3 - Summary of Measured Noise Levels and Aircraft Operations in April 2024

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	11,934	---	6,369	4,488	1,313
	Daily average	398	60	277	195	57
Touch and Go Removed	Total for month	5,800	---	2,537	1,776	448
	Daily average	193	56	110	77	19

- Figure 5 shows the measured noise levels and concurrent aircraft activity for April 8, a day with total operations close to the median for the month. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 385 minutes.
  - 10 dBA (significant increase), 298 minutes.
  - 20 dBA (much louder), 108 minutes.
- Table 4 shows the hourly average noise levels and operation counts for this day.
- Figure 6 shows an hour on this day, during which time the measured level rarely reached ambient conditions (38 dBA), meaning that aircraft noise was almost constantly present.

[2] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

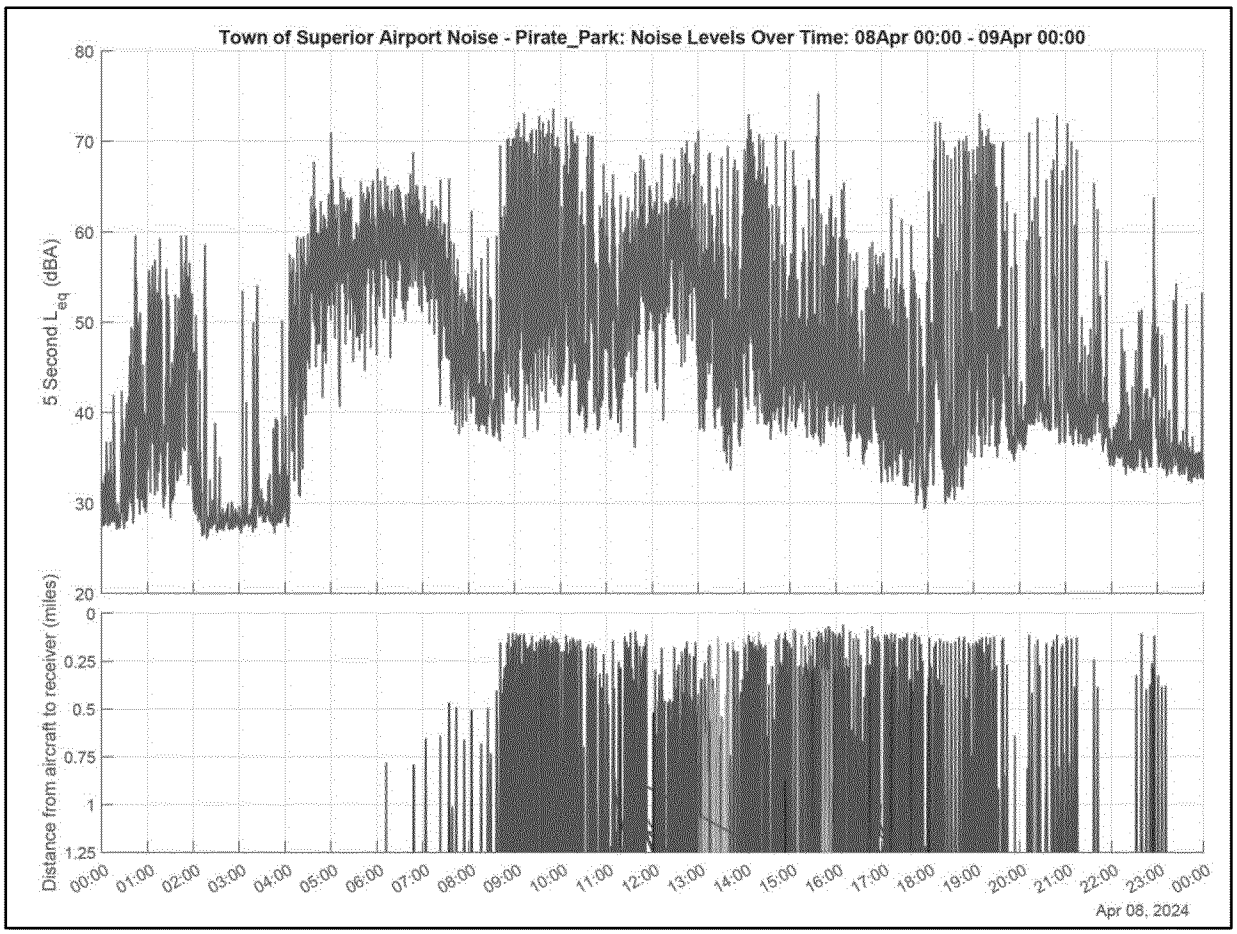


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Table 4 – Hourly Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	56	55	61	58	58	59	56	58	54	49	46	56	56	54	51
Number of Operations	5	22	49	41	53	52	50	63	67	55	49	30	29	13	8

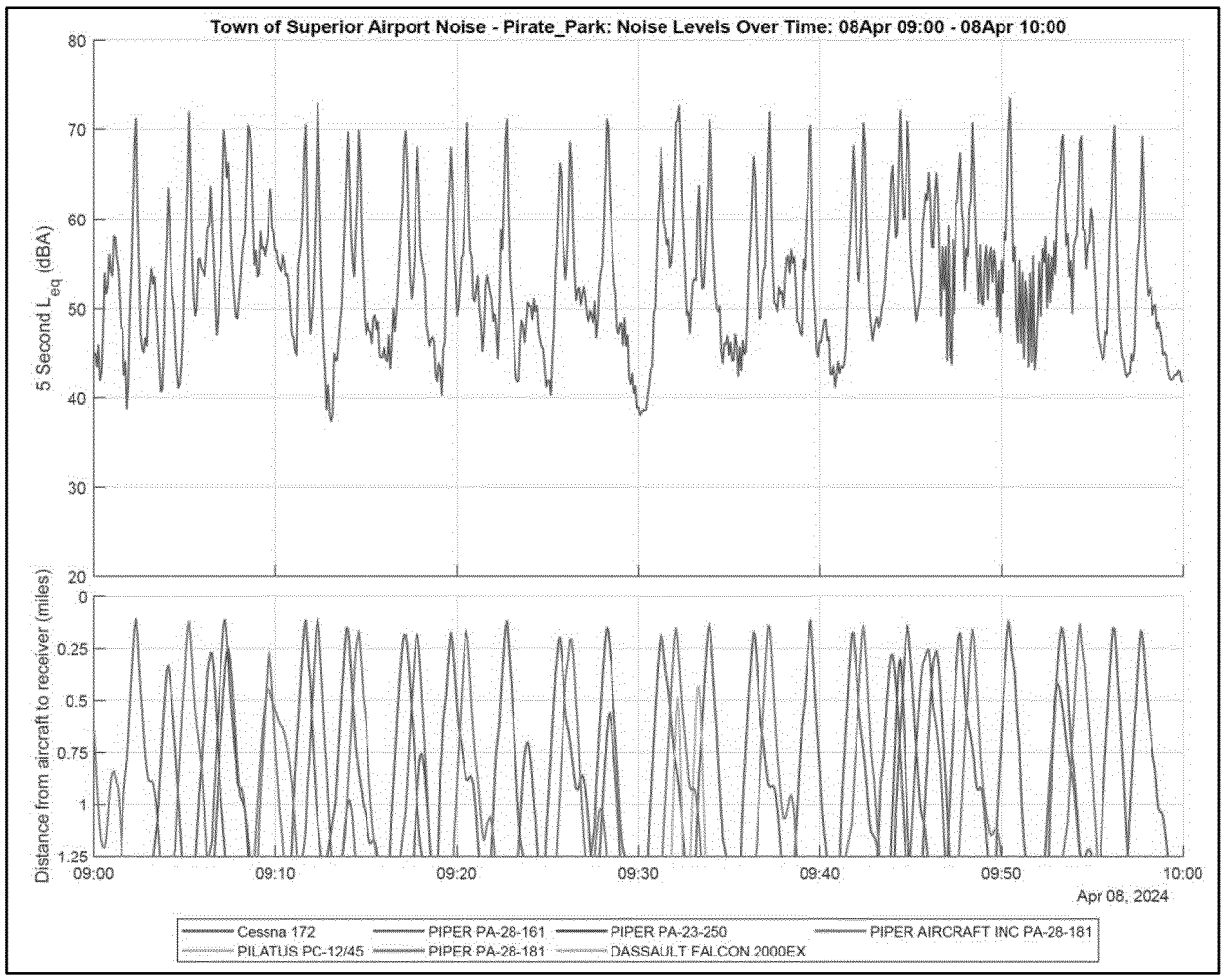


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)

Detailed Results

1. Measurement Locations and Flight Paths

Noise level monitors were placed at the locations shown in Figure 1-1 and configured to continually measure noise levels. The Water Bladder and Community Center meters were in service for the entirety of April 2024. The North Pool meter was moved to Pirate Park on April 5. The selection of measurement locations considered proximity of Town of Superior residences, aircraft flight paths, and availability of public land. The Water Bladder location was chosen as it is removed from busy roads and in the flight path of touch and go operations. The Community Center location was chosen as it is directly in the flight path of the runway 12 L. The Pirate Park location was chosen as it is directly in the flight path of runway 12 R while still being nearby to residences.

Aircraft flight paths are limited due to Denver International Airport airspace to the east and mountains to the west. This, along with prevailing wind patterns, pushes a majority of operations over the town, as shown in Figures 1 and 4 (above).

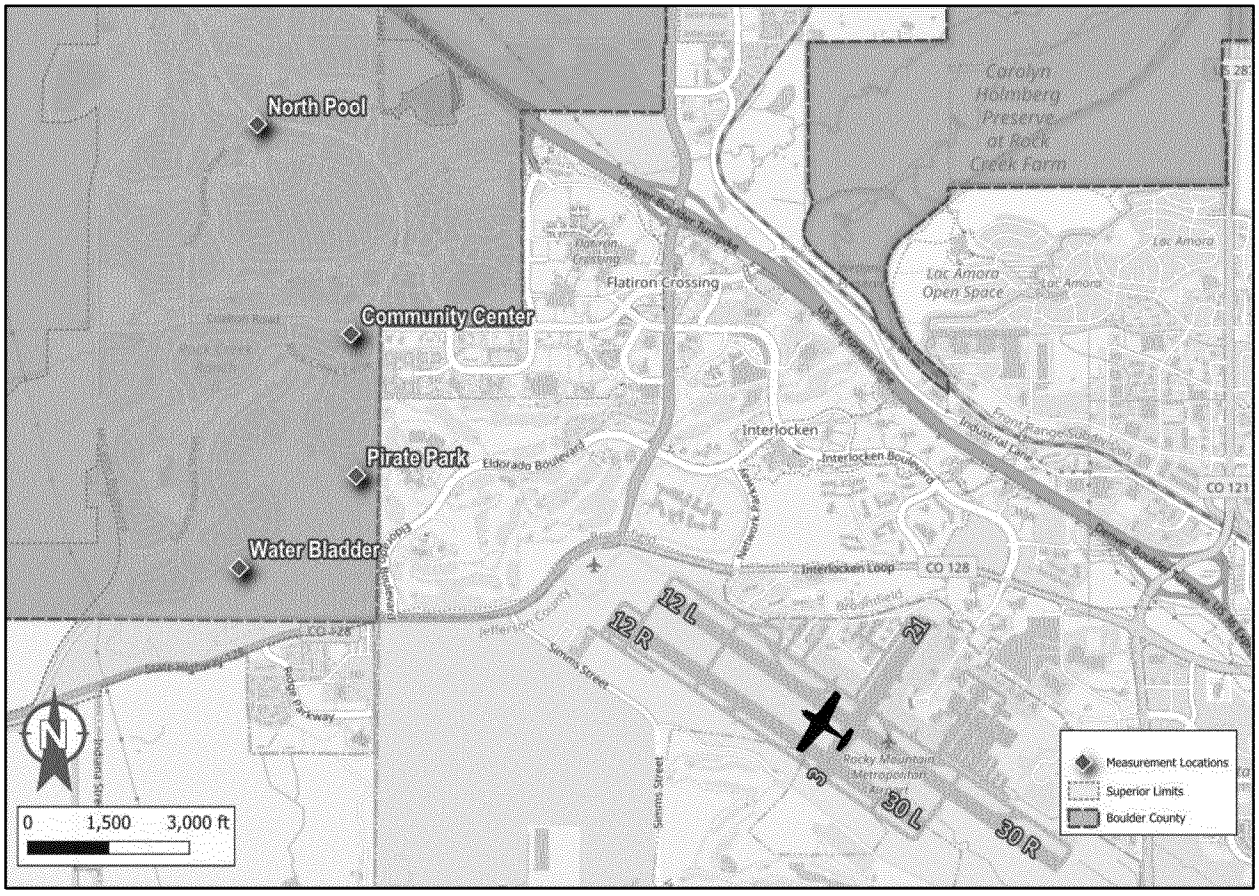


Figure 1-1. Measurement Locations and Airport

2. Noise and Aircraft Operations Measurement Procedures

Noise levels were measured in accordance with applicable acoustical standards as well as the author's experience in this specialized field. The following sections describe the acoustical standards followed, measurement equipment specifications and settings, measurement duration, ground wind measurement equipment, and aircraft operations data integration.

2.1 Applicable Noise Measurement and Analysis Standards

The measurements were executed in accordance with the relevant aspects of the following standards:

1. Noise measurement equipment meets the Type 1 specifications of American National Standards Institute (ANSI) standard S1.4-2014 (R2024) American National Standard Specification for Sound Level Meters.
2. ANSI S1.11-2004 (R2009), Electroacoustics - Octave-band and Fractional-octave-band Filters - Part 1: Specifications.
3. ANSI S1.40-2006 (R2016), American National Standard Specifications and Verification Procedures for Sound Calibrators.
4. The measurement and analysis procedures followed the applicable portions of ANSI S12.9-2013 Part 3 (R2018) Quantities and Procedures for Description and Measurement of Environmental Sound - Part 3: Short-Term Measurements with an Observer Present.
5. ANSI S12.18-1994 (R2019) Outdoor Measurement of Sound Pressure Level.
6. ANSI S1.13-2020 American National Standard Measurement of Sound Pressure Level in Air.

2.2 Noise Measurement Equipment

Noise levels were measured using Larson Davis Model 831 sound level meters with associated preamplifiers and ½ inch free-field precision microphones. All measurement and field calibration equipment were certified by a traceable laboratory within 18 months prior to the measurements. Field calibrations were conducted on April 16, 2024, and the drift in the measured noise level was well within tolerance (Water Bladder 0.0 dB, and Community Center -0.6 dB). Calibration certificates and records are available upon request. The microphones were mounted on steel poles and positioned five feet above the ground (per ANSI S12.9). The microphones were covered with hydrophobically treated 7-inch diameter, 80-pores-per-inch density windscreens (ACO Pacific Model WS7-80T). Audio from each sound level meter was recorded using Tascam DR-05X digital recorders. The sound level meters were configured to continuously measure and record 5-second and 1-hour averages of the following metrics: overall L_{eq}, L_{10}, L_{50}, and L_{90}, as well as one-third octave band L_{eq} levels (6.3 Hz to 20 kHz).

2.3 Aircraft Position Measurement Equipment

Aircraft position data is being collected in the area with an Automatic Dependent Surveillance-Broadcast (ADS-B) monitoring system that receives real-time data from each aircraft in the area,

including location, speed, and a unique identifier (hex code). Aircraft position data is being logged on 5-second intervals and is combined with the Federal Aviation Administration (FAA) aircraft registration database to get additional information for each aircraft, including make/model, engine type, and owner. Aircraft from flight schools were identified based on the owner and listed registration numbers from the flight school websites. Altitude data from the aircraft is based on barometric pressure on the aircraft and is not corrected for barometric pressure on the ground. During data processing, the altitude data is corrected based on barometric pressure from the airport. Aircraft above 11,000 feet are filtered out of the database to eliminate from the analysis aircraft that are passing overhead.

2.4 Meteorological Data

Wind speeds and direction are being measured continuously at each long-term monitoring site using Vaisala WXT530 series sonic anemometers, mounted on steel poles approximately 6.5 feet above the ground (per ANSI S12.18) and placed within approximately 10 feet of the microphones. Barometric pressure data was obtained from the airport's weather station.

2.5 Resulting Measurement Database

This report presents the results of measurements conducted throughout the month of April 2024. A total of 720 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database, and data was time synchronized through the cellular network.

Figure 2-1 shows noise levels versus time (top graph) and distance to the nearest aircraft over time (bottom graph) for an example one-hour period at the Water Bladder. This example shows a single aircraft doing touch and go exercises, which involves landing the airplane and immediately taking off again, and results in the airplane circling over the microphone every 5 to 10 minutes. Note the ambient sound level, the level occurring with no aircraft present, is approximately 35 dBA during this example hour. With aircraft present levels are as high as 70 dBA, which is a 35 dBA increase over the ambient sound level.

Figure 2-2 shows the measured noise levels and aircraft operations for a representative hour with frequent aircraft operations. During this hour the ambient sound level for this day of 38 dBA is reached only for a few minutes because there was very little time when aircraft noise was not audible.

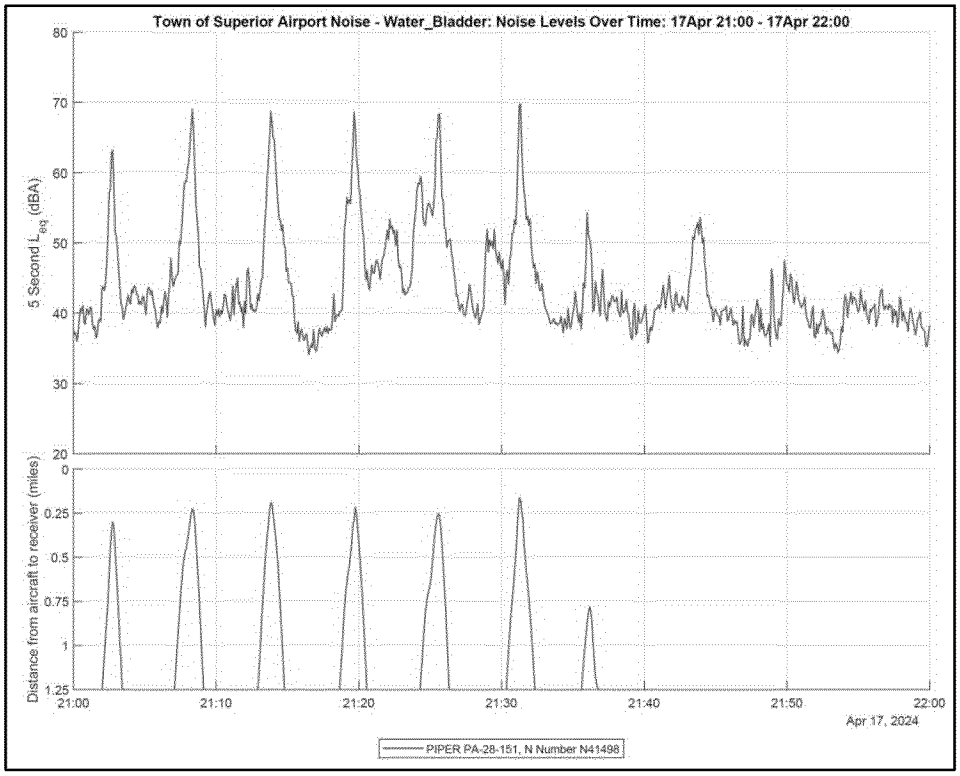


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

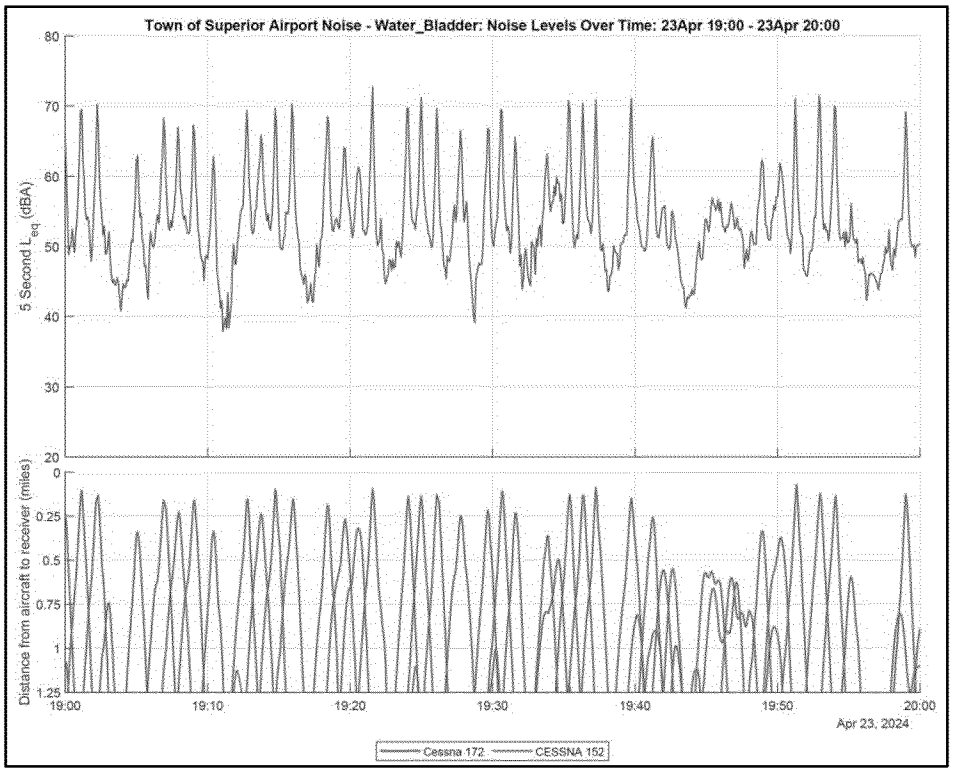


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

3. Data Analysis Procedures

The measured noise level and aircraft operations data was analyzed as follows.

3.1 Duration of Analysis Intervals

The measured data was recorded and analyzed in 5-second intervals. This interval was chosen because it provides sufficient resolution to capture changes in noise levels against aircraft proximity over time. Results are summarized and presented herein in terms of daily averages of noise levels when aircraft are present versus ambient noise levels in the area (noise generated by non-aircraft sources, such as distant roadway traffic).

3.2 Aircraft Types and Operations

Each 5-second ADS-B sample was classified into one of five operational types: (1) on-the-ground, (2) flyover, (3) touch and go (T&G), (4) takeoff, and (5) landing. The number of operations per day for each operational type is shown in Table 3-1. Samples classified as on-the-ground were excluded from further analysis as planes would not be audible during these times, and samples for aircraft above 11,000 feet or classified as flyovers were excluded from further analysis as these operations were not generated by this airport.

Each aircraft detected in the month is analyzed separately. Each 5-second sample in which the individual aircraft's signal was detected is arranged into a table in chronological order. Each sample is labeled as on the ground (known from the positional information) or airborne. Airborne samples are then grouped into events, which include takeoff, landing, touch and go operation, and flyover. Starting with the first 5-second sample in time where the aircraft was detected as being airborne, the following logic is applied. This is also shown in the table below.

- If the previous sample was on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as touch and go.
- If the previous sample was on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as takeoff.
- If the previous sample was not on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as landing.
- If the previous sample was not on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as flyover.

	Is on the ground within the next 20 minutes	**Is not on the ground within the next 20 minutes**
Previous sample is on the ground	Touch and Go	Take-off
Previous sample is not on the ground	Landing	Flyover

Additionally, T&G operations were further classified as initial (the initial take off) or subsequent (subsequent touch and go landings and takeoffs) depending on whether or not the last operation of the aircraft was classified as a T&G operation. As described in more detail below, this was done to allow for the estimation of noise levels for a scenario where T&G operations occurred at another distant airfield.

Each ADS-B sample was also classified by aircraft engine type, as shown in Table 3-2. Aircraft engine type is identified from the aircraft registration "N Number" broadcast by the aircraft, and the FAA aircraft registration database, which provides details about each registered aircraft. Flight schools are identified based on the aircraft registered owner, a list of planes and N Numbers on each flight school's website, and observations of aircraft at the airport. Most aircraft are identified as piston engine (reciprocating or 4-cycle) and the majority of them are registered to flight schools.

3.3 Ambient Sound Levels

For the purposes of this analysis, the ambient daytime noise levels for each day are defined as the L_{90} dBA noise level measured during daytime hours. This is calculated by ordering all 5-second L_{eq} dBA noise level samples measured between 7:00 AM and 10:00 PM and taking the 90th percentile, which is the noise level exceeded 90 percent of the time. Noise level contributions from aircraft operations are effectively removed with the L_{90} metric.

3.4 Aircraft Noise Levels

Aircraft noise levels represent the 5-second measurement samples when any aircraft operations were audible. Noise levels are plotted against the concurrently measured distance from each aircraft to quantify the relationship between these two variables. The data indicates that at distances of 1 to 1.25 miles, aircraft begin to have an effect on noise levels and, at distances of 1 mile or less from the measurement location aircraft have a significant influence on measured noise levels. For the purposes of this analysis operations were considered audible if the aircraft came within 1.25 miles of a measurement site at any time during the operation.

3.5 Aircraft Noise Levels without T&G Operations

Aircraft noise levels without T&G operations represent the average of all 5-second samples taken when aircraft operations were audible, but with noise level during all times when an aircraft operation was classified as a subsequent T&G set to the ambient sound level for that day. This simulates what the average noise level would be if T&G operations took place elsewhere, i.e., a distant airfield. Initial T&G operations were not removed from the analysis because an aircraft would need to takeoff from the airport even if T&G operations were located elsewhere. This initial T&G operation represents the takeoff.

Table 3-1. Aircraft Operations[3] by Type

Day	Operation Type			Total Operations	Percentage T&G	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Apr-24	33	32	34	99	33%	46
2-Apr-24	354	232	232	818	43%	143
3-Apr-24	368	235	228	831	44%	151
4-Apr-24	336	239	237	812	41%	146
5-Apr-24	99	83	81	263	38%	87
6-Apr-24	0	2	0	2	0%	2
7-Apr-24	1	18	7	26	4%	21
8-Apr-24	288	209	103	600	48%	123
9-Apr-24	605	254	160	1,019	59%	145
10-Apr-24	334	182	111	627	53%	119
11-Apr-24	488	262	256	1,006	49%	146
12-Apr-24	602	245	198	1,045	58%	139
13-Apr-24	400	182	162	744	54%	120
14-Apr-24	411	198	189	798	52%	137
15-Apr-24	232	124	101	457	51%	105
16-Apr-24	6	32	8	46	13%	30
17-Apr-24	299	243	123	665	45%	129
18-Apr-24	1	33	14	48	2%	34
19-Apr-24	0	35	2	37	0%	32
20-Apr-24	0	4	0	4	0%	3
21-Apr-24	406	173	189	768	53%	146
22-Apr-24	165	193	95	453	36%	122
23-Apr-24	398	208	188	794	50%	132
24-Apr-24	485	283	266	1,034	47%	170
25-Apr-24	230	134	132	496	46%	123
26-Apr-24	261	137	130	528	49%	122
27-Apr-24	0	12	15	27	0%	19
28-Apr-24	413	148	149	710	58%	128
29-Apr-24	487	265	258	1,010	48%	166
30-Apr-24	275	146	151	572	48%	137
Month Total	7,977	4,543	3,819	16,339	49%	-

[3] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 3-2. Aircraft Operations[4] by Aircraft Engine Type

	Engine Type					
Day	Piston	Turboprop	Turboshaft	Turbojet	Turbofan	Unknown
1-Apr-24	27	9	0	0	48	15
2-Apr-24	733	22	5	0	45	13
3-Apr-24	759	21	3	0	46	2
4-Apr-24	734	14	5	0	47	12
5-Apr-24	202	12	4	0	32	13
6-Apr-24	0	1	0	0	1	0
7-Apr-24	3	2	0	0	19	2
8-Apr-24	524	17	3	0	36	20
9-Apr-24	761	15	3	0	26	214
10-Apr-24	456	8	6	0	35	122
11-Apr-24	822	19	9	0	38	118
12-Apr-24	827	8	4	0	37	169
13-Apr-24	595	18	4	0	26	101
14-Apr-24	624	8	0	0	36	130
15-Apr-24	357	12	5	0	34	49
16-Apr-24	19	9	3	0	15	0
17-Apr-24	578	14	6	0	42	25
18-Apr-24	1	12	0	0	29	6
19-Apr-24	4	6	0	0	26	1
20-Apr-24	0	0	0	0	4	0
21-Apr-24	670	17	8	0	39	34
22-Apr-24	397	8	7	0	34	7
23-Apr-24	728	13	5	0	35	13
24-Apr-24	861	16	6	0	50	101
25-Apr-24	417	12	7	0	49	11
26-Apr-24	439	11	9	0	37	32
27-Apr-24	0	0	0	0	26	1
28-Apr-24	640	8	0	0	51	11
29-Apr-24	853	16	6	0	51	84
30-Apr-24	506	14	5	0	38	9
Month Total	13,537	342	113	0	1,032	1,315

[4] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

4. Noise Measurement and Analysis Results

Tables 4-1 through 4-3 provide a summary of the noise levels and aircraft operations measured during each day of April 2024 at each of the three measurement locations, respectively. Note there is no noise data from April 6 and 7 at the Water Bladder and Pirate Park as ground wind speeds were too high to collect accurate data. The tables provide the following information:

- The daily measured ambient (background) sound level (L_{90}).
- The number of audible aircraft operations each day. For the purposes of this analysis operations were considered audible if aircraft came within 1.25 miles of a measurement site, based on an analysis of measured noise level and aircraft distance data. This will exclude any takeoffs and landings to and from runways 30 L and 30 R.
- The average measured noise level with aircraft from the airport present (within 1.25 miles).
- The number of decibels that aircraft noise is above the daily ambient sound level.
- The number of minutes each day that aircraft were present, and the noise level they generated that exceeded the ambient sound level by 5, 10, and 20 dBA, respectively.
- This information is then repeated with T&G operations excluded from the analysis.

Table 4-1. Summary of Measured Noise Levels[5] and Aircraft Operations[6] – Water Bladder

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Apr-24	38	47	57	19	34	26	6	33	51	13	18	13	2
2-Apr-24	39	555	56	17	417	274	39	278	50	11	128	81	9
3-Apr-24	41	549	57	16	482	322	42	224	50	9	112	69	6
4-Apr-24	37	568	54	16	378	231	32	285	47	9	103	59	6
5-Apr-24	41	178	57	16	131	92	9	111	50	9	41	26	2
6-Apr-24	-	0	-	-	-	-	-	0	-	-	-	-	-
7-Apr-24	-	11	-	-	-	-	-	11	-	-	-	-	-
8-Apr-24	37	482	55	18	379	250	46	256	49	12	147	91	12
9-Apr-24	38	669	56	18	494	316	52	303	49	11	135	77	9
10-Apr-24	37	405	56	19	367	260	51	219	50	13	148	96	15
11-Apr-24	38	649	49	12	385	160	10	306	45	7	108	45	3
12-Apr-24	37	699	52	15	433	250	32	312	46	9	109	60	7
13-Apr-24	37	494	53	16	317	198	29	228	50	13	110	67	10
14-Apr-24	38	557	54	16	365	207	29	282	49	11	129	60	6
15-Apr-24	42	332	57	15	204	112	17	143	51	9	51	27	5
16-Apr-24	40	22	53	14	7	4	0	19	51	11	5	3	0
17-Apr-24	37	529	55	18	446	334	46	283	49	12	147	106	10
18-Apr-24	34	26	55	21	9	8	3	26	55	21	9	8	3
19-Apr-24	35	23	58	23	6	6	3	23	58	23	6	6	3
20-Apr-24	31	3	52	21	0	0	0	3	52	21	0	0	0
21-Apr-24	38	551	52	14	340	170	16	229	46	7	83	40	4
22-Apr-24	39	304	56	17	259	178	24	181	52	12	110	71	8
23-Apr-24	38	573	55	16	413	258	35	254	48	10	117	67	7
24-Apr-24	40	690	55	15	423	235	29	312	49	9	125	56	4
25-Apr-24	41	325	55	15	254	153	14	127	47	6	47	25	2
26-Apr-24	41	347	57	16	273	172	26	139	48	7	51	24	3
27-Apr-24	38	10	56	17	2	2	0	10	56	17	2	2	0
28-Apr-24	41	524	57	17	411	265	41	173	48	8	73	42	5
29-Apr-24	42	643	56	15	441	249	28	297	50	8	126	56	5
30-Apr-24	41	416	56	15	320	153	19	189	51	9	88	40	4
Monthly Average	**38**	**373**	**55**	**17**	**285**	**175**	**24**	**175**	**50**	**11**	**83**	**47**	**5**
Monthly Total	**-**	**11,181**	**-**	**-**	**7,990**	**4,886**	**677**	**5,256**	**-**	**-**	**2,328**	**1,315**	**148**

[5] Ground wind speeds were too high to capture valid data on April 6th and 7th.

[6] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-2. Summary of Measured Noise Levels and Aircraft Operations[7] – Community Center

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Apr-24	44	58	56	12	22	7	1	40	54	10	16	5	1
2-Apr-24	44	581	58	14	319	153	20	304	56	12	177	89	14
3-Apr-24	45	590	57	13	297	143	19	264	55	11	144	73	12
4-Apr-24	44	576	56	12	243	92	15	293	54	10	120	46	8
5-Apr-24	43	181	58	16	129	73	13	114	57	14	70	40	8
6-Apr-24	49	2	46	0	0	0	0	2	46	0	0	0	0
7-Apr-24	42	18	48	6	4	1	0	18	48	6	4	1	0
8-Apr-24	44	493	56	12	216	82	12	268	53	10	126	46	7
9-Apr-24	44	685	57	12	283	118	18	323	54	10	136	57	9
10-Apr-24	45	428	56	11	189	64	7	237	54	9	110	36	4
11-Apr-24	45	663	53	8	182	39	4	314	50	6	98	21	2
12-Apr-24	44	732	54	10	236	82	9	328	52	7	114	40	5
13-Apr-24	45	513	55	10	166	52	5	241	53	8	90	29	3
14-Apr-24	42	571	56	14	280	112	18	288	54	12	167	66	10
15-Apr-24	43	339	55	12	140	57	7	153	52	9	68	28	4
16-Apr-24	45	31	52	8	9	2	0	28	51	6	8	1	0
17-Apr-24	46	549	58	12	229	101	15	302	56	10	130	58	10
18-Apr-24	47	33	52	5	6	1	0	33	52	5	6	1	0
19-Apr-24	47	32	53	6	8	0	0	32	53	6	8	0	0
20-Apr-24	41	4	46	6	1	0	0	4	46	6	1	0	0
21-Apr-24	42	573	54	12	252	77	9	234	50	8	113	35	3
22-Apr-24	43	332	58	14	171	83	13	210	56	12	103	49	7
23-Apr-24	45	604	56	11	230	84	9	279	53	8	108	39	5
24-Apr-24	47	716	57	10	241	91	10	343	55	8	127	49	5
25-Apr-24	45	353	58	14	180	79	13	154	55	11	74	33	6
26-Apr-24	46	373	57	11	151	66	8	163	54	8	65	28	4
27-Apr-24	48	12	54	6	3	0	0	12	54	6	3	0	0
28-Apr-24	43	547	59	16	268	123	21	192	55	12	92	42	8
29-Apr-24	44	681	59	15	333	175	30	337	56	12	160	83	15
30-Apr-24	45	429	58	13	186	69	11	202	54	9	83	31	5
Monthly Average	**44**	**390**	**55**	**11**	**166**	**68**	**9**	**190**	**53**	**9**	**84**	**34**	**5**
Monthly Total	**-**	**11,699**	**-**	**-**	**4,972**	**2,026**	**285**	**5,712**	**-**	**-**	**2,522**	**1,025**	**155**

[7] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-3. Summary of Measured Noise Levels[8] and Aircraft Operations[9] – Pirate Park

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Apr-24	-	58	-	-	-	-	-	41	-	-	-	-	-
2-Apr-24	-	588	-	-	-	-	-	309	-	-	-	-	-
3-Apr-24	-	594	-	-	-	-	-	268	-	-	-	-	-
4-Apr-24	-	580	-	-	-	-	-	297	-	-	-	-	-
5-Apr-24	-	186	-	-	-	-	-	119	-	-	-	-	-
6-Apr-24	-	2	-	-	-	-	-	2	-	-	-	-	-
7-Apr-24	-	18	-	-	-	-	-	18	-	-	-	-	-
8-Apr-24	38	498	59	21	385	298	108	271	55	17	184	142	51
9-Apr-24	40	737	59	20	465	315	91	332	54	14	170	112	26
10-Apr-24	39	446	59	20	368	271	83	246	54	16	172	126	34
11-Apr-24	39	675	52	14	348	178	20	324	49	10	150	78	10
12-Apr-24	38	779	56	19	440	303	74	333	51	13	158	103	21
13-Apr-24	38	524	58	20	328	231	70	243	54	16	144	104	30
14-Apr-24	39	590	58	20	380	282	73	293	54	15	175	130	30
15-Apr-24	42	345	60	18	194	117	29	154	55	13	78	47	8
16-Apr-24	42	34	60	18	18	15	4	31	59	17	15	12	3
17-Apr-24	39	557	59	20	409	292	87	309	54	15	183	130	32
18-Apr-24	36	33	62	25	15	13	6	33	62	25	15	13	6
19-Apr-24	39	33	60	21	9	7	3	33	60	21	9	7	3
20-Apr-24	34	4	58	24	1	1	1	4	58	24	1	1	1
21-Apr-24	38	577	54	17	297	180	27	236	50	12	106	63	12
22-Apr-24	39	335	61	21	279	221	75	211	57	18	142	112	36
23-Apr-24	40	609	58	19	205	131	32	281	54	14	96	58	14
24-Apr-24	42	716	59	18	402	257	56	340	54	12	160	100	17
25-Apr-24	41	355	81	40	268	192	68	156	66	25	84	59	15
26-Apr-24	41	375	66	26	289	210	68	165	65	24	78	56	13
27-Apr-24	40	12	64	24	6	5	3	12	64	24	6	5	3
28-Apr-24	38	554	61	24	456	365	139	194	54	16	115	91	29
29-Apr-24	38	686	61	22	507	400	146	339	54	16	189	148	42
30-Apr-24	42	434	61	19	300	207	47	206	55	14	110	78	13
Monthly Average	**39**	**398**	**60**	**21**	**277**	**195**	**57**	**193**	**56**	**17**	**110**	**77**	**19**
Monthly Total	**-**	**11,934**	**-**	**-**	**6,369**	**4,488**	**1,313**	**5,800**	**1,291**	**-**	**2,537**	**1,776**	**448**

[8] The Pirate Park measurement site was not operational until April 5th, and ground wind speeds were too high to capture valid data on April 6th and 7th.

[9] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

ITEM NO. 3e

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution - Approving Appointment to the Superior Youth Leadership Council (SYLC)**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Matt Magley, Town Manager**

PRESENTED FOR: **Action**

BACKGROUND:
Section 2-12-40 of the Superior Municipal Code addresses membership of Town Advisory Committees, including appointment of Advisory Committee members. There are currently two vacancies on SYLC due to recent resignations. Per SYLC appointment code, the applicant listed below is next in line based on the application submission date. Additionally, this applicant has actively participated in SYLC meetings and projects this term. Further, this applicant 'interviewed' with the committee during the last SYLC meeting. As such, the SYLC would like to recommend to the Board of Trustees their appointment. Scheduled under this agenda item is the Board's consideration of whether to appoint the candidate. The Board has the option to appoint or not appoint. If no appointment is made, this vacancy will remain open until the August term appointments are brought before the Board.

Superior Youth Leadership Council (SYLC) Candidate – 2 vacancies

- Lauren Dixon

ALTERNATIVES CONSIDERED:
Make no appointment and fill vacancy in August.

MOTION:
Move to approve the Resolution making the recommended appointment to the Superior Youth Leadership Council.

ATTACHMENTS:

- Resolution

TOWN OF SUPERIOR
RESOLUTION NO. R-20
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO APPOINTING MEMBERS TO THE SUPERIOR YOUTH LEADERSHIP COUNCIL

WHEREAS, on October 13, 2014, the Board of Trustees re-established the Youth Services Committee by Resolution No. R-53, Series 2014;

WHEREAS, on January 26, 2015, by Resolution No. R-6, Series 2015, the Board of Trustees renamed the Superior Youth Services Committee the Superior Youth Leadership Council; and

WHEREAS, the Board of Trustees wishes to make appointments to the Superior Youth Leadership Council pursuant to Article XII of Chapter 2 of the Superior Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Board of Trustees hereby makes the following appointments to the Superior Youth Leadership Council:

Name	**Term expires**
Lauren Dixon	August 2025

ADOPTED this 13th day of May, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

ITEM NO. 4

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving a Contract with Asphalt Specialties Company, Inc. for the Rock Creek Parkway Improvements Project**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Brannon Richards, Public Works & Utilities Director**
Christine Katz, Public Works & Utilities Civil Engineer

PRESENTED FOR: **Action**

BACKGROUND:

The 2024 CIP Budget includes funds for street improvements on Rock Creek Parkway. Rock Creek Parkway has poor pavement ratings with significant asphalt cracking, material distress, and roadway subgrade failures identified. During the 2024 pavement assessment, Rock Creek Parkway was the only road in Town that had a pavement condition index score below 25. Complete roadway reconstruction is recommended for these areas due to the lack of an existing roadway subgrade, which has resulted in significant roadway failures that can only be corrected by completing a rebuild of the roadway.

The McCaslin Blvd/Rock Creek Parkway Intersection and Rock Creek Parkway to Pitkin Road Reconstruction project was originally planned for 2024, but is being delayed until the Rock Creek Parkway pedestrian underpass at purple park is rehabilitated with CDOT funding. Therefore, staff recommends reconstructing Rock Creek Parkway from the pedestrian underpass to Indiana Street in 2024 and complete the McCaslin/Rock Creek Parkway intersection reconstruction in 2025. Because of the poor pavement condition scores from the pedestrian underpass through the McCaslin/Rock Creek Parkway intersection, staff recommends the Town mill and overlay that section of road until full reconstruction can be completed next year (mill and overlay cost = $66,030).

This project will include reconfiguration of the striping along the entire Rock Creek Parkway corridor from McCaslin Blvd. to Coalton Rd. Town staff hired a traffic engineer, Fox Tuttle, to perform public outreach, create a Rock Creek Parkway Repurposing Study, and design the reconfigured striping in 2023. The engineer compiled public feedback from their outreach campaign and found:

- The majority of superior residents have concern about safety along the corridor, but a large minority feel it should remain as-is – Almost unilateral concern about speeding and its safety impacts.
- Desire to see safer, more comfortable (and potentially more) crossings for people on bicycles and walking, especially for children
- Concern regarding safety for all modes of travel at existing intersections, people driving (turning left off side streets, primarily), people bicycling, and people walking
- Concern about the ability to utilize Rock Creek Parkway to evacuate quickly
- Desire for safer and more comfortable bicycle and pedestrian facilities along Rock Creek Parkway

With this feedback, the engineer created several cross sections and presented them for the public to rank which striping layout "best meets the needs of all users". With 150-200 responses, the cross section with two narrowed lanes in each direction with a small buffer and larger bicycle lane received the most votes. This project implements that most popular cross section plan.

The goal of the narrower lanes is to slow vehicular traffic along the corridor while still having two lanes of traffic in each direction for ease of travel and potential evacuation. The stripped buffer and wider bicycle lanes, along with slower traffic speeds, will allow users of all levels to feel more comfortable bicycling in the bike lane as opposed to using the sidewalks.

To address pedestrian crossing concerns, the traffic engineer recommended reducing the number of dedicated right turn lanes along the corridor that do not see heavy use. Removing the right turn lanes reduces pedestrian crossing distance, reduces overall corridor speeds, and improves bicycle safety as there is only one point of vehicle/bicycle crossing at the intersection as opposed to two when cars merge into the right turn lane and at the intersection. The right turn lanes at Pitkin will be removed by moving the curb and gutter to fully close off the right turn lanes as those turn lanes are in the reconstruction area. The other right turn lanes along the corridor that will be closed will be stripped off and flex posts installed as a temporary island to prevent right turns until curb and gutter can be moved in future phases of Rock Creek Parkway roadwork. Some other crossing enhancements include yield teeth set back from crossings to improve pedestrian visibility and green striping at high bicycle traffic intersections.

The Parks, Recreation, and Open Space (PROS) staff partnered with Public Works and Utilities (PWU) staff to include the xeriscaping of two medians as part of this project - the median between Wiggins St. and Pitkin Ave. and the median between Pitkin Ave. and Indiana St. The xeriscape will utilize drip irrigation which will reduce water usage. The

median will have geometric placements of different colored drought resistant plants for interest. All healthy and thriving trees will be saved. Native boulder ridges will be installed with boulders the Town already owns and will create vertical interest along the median.

The Rock Creek Parkway Improvements Project includes asphalt removal, flyash subgrade treatment, concrete curb & gutter, sidewalk repair, median repair, asphalt paving, pavement markings, drainage improvements, traffic control, landscaping, irrigation, and other work required to complete a full street rebuild.

The project will be completed between June and August of this year and will be phased to limit full road closures.

Traffic and Roadway Impacts

The construction sequencing and phasing is an important piece of this project and the Town is meeting with the recommended contractor to discuss sequencing and phasing options. As proposed, the work will be completed in three phases. Town staff will meet with the Mountain View Fire Rescue and Boulder County Sherriff to review the planned road closures throughout construction so they can take steps to ensure emergency response service is not disrupted.

Phase 1 includes closure of Rock Creek Parkway south of the median from McCaslin Blvd. to Indiana St. During the closure there will be two-way traffic, one lane in each direction, north of the median. All movements through the McCaslin/RCP and Indiana/RCP intersections will be open with temporary striping to route cars accordingly. Access in and out of Waterford will be maintained at all times but will be restricted to right turns on and off of Wiggins St. during this phase. The south half of the Pitkin/RCP intersection will be closed. All northbound traffic and through southbound traffic on Pitkin Ave. will be detoured to Indiana St. This closure is expected to be in place for approximately 4-6 weeks and will be completed prior to school starting in the fall.

Phase 2 includes closure of the road north of the median on Rock Creek Parkway from Wiggins St. to Indiana St. During the closure, there will be two-way traffic, one lane in each direction, south of the median. All movements through the Indiana/RCP intersection will be open with temporary striping to route cars to the correct lanes. Cross over of westbound traffic to north of the median will occur at the Wiggins/RCP intersection with temporary striping to route cars. As in the previous phase, access in and out of Waterford will be maintained at all times but will be restricted to right turns on and off of Wiggins St. The north half of the Pitkin/RCP intersection will be closed. All southbound traffic and through northbound traffic on Pitkin Ave. will be detoured to Indiana St. This closure is expected to be in place for approximately 3-4 weeks and will be completed prior to school starting in the fall.

Phase 3 includes closure of Rock Creek Parkway north of the median from McCaslin Blvd to Wiggins St. During this closure, there will be two-way traffic, one lane in each

direction, south of the median. All movements through the McCaslin/RCP intersection will be open with temporary striping to route cars accordingly. As in the previous phases, Waterford access will be maintained at all times but will be restricted to right turns on and off of Wiggins St. This closure is expected to be in place for approximately 2 weeks and is anticipated to be completed prior to school starting in the fall.

Mill and overlay of the road from the pedestrian underpass to the McCaslin/RCP intersection may be completed as part of phases 1 and 2, but can also be completed with rolling single lane closures as needed. Striping the entire length of Rock Creep Parkway from Coalton Rd. to McCaslin Blvd. can also be performed with single lane rolling closures. While the plan is to complete the entire project prior to the start of the 2024/2025 school year, these two activities can be performed once school is in session with minimal impacts.

Project Bid Evaluation

The project was bid out using the Town's adopted procurement policies. The project was posted on BidNet with hundreds of firms receiving emails regarding the bid posting. Town staff worked with the design engineer to reach out to several local firms who perform this work to ensure they were aware of the bid and advertisement. A pre-bid meeting was held with interested contractors.

Six complete bids were received on May 1 as summarized in the table below. The Engineers estimate for this project was $4,791,821.80. A summary of the bids received are included in table 1 below with the complete bid tab attached.

Table 1 – Bid Results

Contractor	Total
Integrated Site Services	$3,542,444.97
Asphalt Specialties	$3,717,614.00
Brannan Sand and Gravel	$4,148,077.26
Elite Surface Infrastructure	$4,198,961.80
Goodland Construction	$4,593,855.25
Martin Marietta	$4,799,882.47

Based on the responses received and review of the bid packages, it is recommended to award the project to Asphalt Specialties Company, Inc. The lowest bidder, Integrated Site Services, did not present any roadway projects in their bid documents. All of the projects presented for the company are for landscape-majority work and the value and scope of the submitted projects is not comparable to the Rock Creek Parkway Improvements Project. The contractor also included an equipment list, with the equipment being limited to skid steers, ditch witches, mini excavator, and a small compact loader. In addition, the contractor's website lists "Complete Landscape Construction" on the front page and does not list roadway construction within the Services or Featured Projects tabs. These reasons have led the engineer to recommend award of the project to Asphalt Specialties Company, Inc., the second lowest bidder.

Asphalt Specialties has completed similar projects in the area, including roadway improvements projects in the Town of Superior.

BUDGET IMPLICATIONS:
This project will be charged to the Street Replacement Program – 2024, cost center 42-430-6604, and the Xeriscaping Projects and Design – 2024, cost center 42-426-6494. Below is a breakdown of the budget for this line item and estimated cost to be charged to this line item in 2024.

42-430-6604 – Street Replacement Program 2024

90% of General Items* in Bid	$549,648.00
Road Reconstruction & Reconfiguration**	$2,673,447.45
Construction Total	$3,223,095.45
Budget	$3,300,000.00
Cost Under Budget =	**$76,904.55**

42-426-6494 – Xeriscaping Projects and Design – 2024

10% of General Items* in Bid	$61,072.00
Road Reconstruction & Reconfiguration	$433,446.55
Construction Total	$494,518.55
Budget	$500,000.00
Cost Under Budget =	**$5,481.45**

* Includes $100,000 for unforeseen conditions
** Includes $66,030 to mill and overlay RCP from McCaslin to Bridge

RECOMMENDED ACTION: Based upon the bids received and the recommendation of the Town's engineering consultant, staff recommends approval of the contract with Asphalt Specialties Company, Inc. for the Rock Creek Parkway Improvements Project in the amount of $3,717,614.00.

MOTION:
Move to adopt a Resolution approving a Contract with Asphalt Specialties Company, Inc. for the Rock Creek Parkway Improvements Project in the amount of $3,717,614.00.

ATTACHMENTS:
- Resolution
- Contract
- Bid Tab
- Construction Drawings
- Engineer's Award Recommendation Letter
- RCP Presentation

TOWN OF SUPERIOR
RESOLUTION NO. R-23
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE CONTRACT WITH ASPHALT SPECIALTIES COMPANY, INC., FOR THE ROCK CREEK PARKWAY IMPROVEMENTS PROJECT

WHEREAS, the Town desires to reconstruct Rock Creek Parkway from the pedestrian underpass at Purple Park to Indiana St., mill and overlay from the pedestrian underpass at Purple Park to McCaslin Blvd, xeriscape medians from Wiggins St. to Indiana St., and restripe all of Rock Creek Parkway from Coalton Rd. to McCaslin Blvd., all as part of the Rock Creek Parkway Improvements Project; and

WHEREAS, the Board of Trustees finds it is in the best interest of the public health, safety and welfare to contract with Asphalt Specialties Company, Inc., to perform the Rock Creek Parkway Improvements Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, as follows:

Section 1. The Contract between the Town and Asphalt Specialties Company, Inc., is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 13th day of May, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

Asphalt removal, flyash subgrade treatment, concrete curb & gutter, sidewalk, and median repair, asphalt paving, asphalt markings, traffic signs, drainage improvements, landscaping, irrigation, and miscellaneous related work.

2. Bonds. Within 10 days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the 13 day of August, 2024, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 30 days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $_____. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

6. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

7. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

8. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Contract.

10. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Brannon Richards
Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

Contractor: _____
_____
_____
_____

11. Severability. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

12. Modification. This Contract may only be modified upon written agreement of the Parties.

13. Assignment. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.

14. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

15. Rights and Remedies. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

16. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

Town of Superior

Town of Superior Project: Rock Creek Parkway Improvements Project

Bid Items				Opinion of Probable Cost		Integrated Site Services Windsor, CO		Asphalt Specialties Denver, CO		Martin Marietta Lakewood, CO		Goodland Construction Golden, CO		Brannan Sand & Gravel Denver, CO		Elite Surface Infrastructure Englewood, CO	
Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost
ITEMS																	
1	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	$184,000.00	$184,000.00	$100,000.00	$100,000.00	$184,500.00	$184,500.00	$176,947.11	$176,947.11	$215,000.00	$215,000.00	$190,000.00	$190,000.00	$195,000.00	$195,000.00
2	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	$130,000.00	$130,000.00	$90,208.40	$90,208.40	$250,000.00	$250,000.00	$357,657.31	$357,657.31	$197,000.00	$197,000.00	$425,000.00	$425,000.00	$225,500.00	$225,500.00
3	VARIABLE MESSAGE SIGN	4	EACH	$6,750.00	$27,000.00	$5,000.00	$20,000.00	$5,000.00	$20,000.00	$6,108.85	$24,435.40	$5,000.00	$20,000.00	$20,000.00	$80,000.00	$10,825.00	$43,300.00
4	SEDIMENT AND EROSION CONTROL (COMPLETE IN PLACE)	1	LS	$30,000.00	$30,000.00	$5,000.00	$5,000.00	$17,500.00	$17,500.00	$15,807.07	$15,807.07	$58,500.00	$58,500.00	$58,750.00	$58,750.00	$18,000.00	$18,000.00
5	UTILITY LOCATE POTHOLING	20	EACH	$1,000.00	$20,000.00	$550.00	$11,000.00	$386.00	$7,720.00	$655.70	$13,114.00	$341.00	$6,820.00	$420.00	$8,400.00	$410.00	$8,200.00
6	CONSTRUCTION SURVEY	1	LS	$10,000.00	$10,000.00	$42,862.60	$42,862.60	$31,000.00	$31,000.00	$56,495.66	$56,495.66	$20,000.00	$20,000.00	$35,000.00	$35,000.00	$56,775.00	$56,775.00
7	UNFORESEEN UTILITY CONFLICT ALLOWANCE	1	LS	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
	GENERAL ITEMS SUBTOTAL				**$501,000.00**		**$369,071.00**		**$610,720.00**		**$744,456.55**		**$617,320.00**		**$897,150.00**		**$646,775.00**
ROADWAY REHABILITATION AND DRAINAGE IMPROVEMENTS																	
8	FULL DEPTH ASPHALT MILLING	24,630	SY	$7.60	$187,188.00	$6.88	$169,454.40	$4.20	$103,446.00	$11.91	$293,343.30	$9.00	$221,670.00	$7.50	$184,725.00	$10.60	$261,078.00
9	2" DEPTH ASPHALT MILLING	3,430	SY	$6.00	$20,580.00	$3.73	$12,793.90	$5.30	$18,179.00	$5.87	$20,134.10	$6.60	$22,638.00	$4.12	$14,131.60	$2.45	$8,403.50
10	FURNISH AND INSTALL 12 INCHES OF FLYASH TREATED SUBGRADE (10% CLASS C FLYASH/ 2% CEMENT)	24,150	SY	$13.40	$323,610.00	$11.28	$272,412.00	$12.85	$310,327.50	$15.55	$375,532.50	$14.06	$339,549.00	$16.00	$386,400.00	$14.10	$340,515.00
11	BLUE TOP, GRADE AND COMPACT SUBGRADE WITH MINIMUM 2% CROWN	24,150	SY	$3.50	$84,525.00	$2.40	$57,960.00	$2.60	$62,790.00	$3.44	$83,076.00	$1.80	$43,470.00	$2.08	$50,232.00	$2.05	$49,507.50
12	SUBGRADE/BASECOURSE PROOF ROLL WITH 18KIP PER AXLE TANDEM AXLE TRUCK	24,150	SY	$1.00	$24,150.00	$0.03	$724.50	$0.05	$1,207.50	$0.25	$6,037.50	$1.80	$43,470.00	$0.12	$2,898.00	$1.20	$28,980.00
13	MAJOR ADJUST MANHOLE (NEW CONCRETE GRADE RINGS, STEEL SHIMS, GROUT, SET RING AND COVER TO FINISH GRADE PRIOR TO PAVING	1	EACH	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$784.25	$784.25	$1,966.94	$1,966.94	$2,185.00	$2,185.00	$4,500.00	$4,500.00	$600.00	$600.00
14	MAJOR ADJUST WATER VALVE BOX (REMOVE AND REPLACE 6 INCH VALVE BOX TOP SECTION AND LID, POLYWRAP, BACKFILL, AND COMPACTION)	1	EACH	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$425.45	$425.45	$652.40	$652.40	$1,775.00	$1,775.00	$3,500.00	$3,500.00	$365.00	$365.00
15	FURNISH AND INSTALL 4 INCH SCHEDULE 40 PVC SLEEVES WITH CAPS, TRACER WIRE, AND WARNING TAPE	510	LF	$115.00	$58,650.00	$10.00	$5,100.00	$47.45	$24,199.50	$28.10	$14,331.00	$106.00	$54,060.00	$50.27	$25,637.70	$36.35	$18,538.50
16	4" HBP CDOT GRADE SG, (75) PG 64-22, 20% RAP	4,630	TON	$125.00	$578,750.00	$78.80	$364,844.00	$75.00	$347,250.00	$92.26	$427,163.80	$83.00	$384,290.00	$63.31	$293,125.30	$86.10	$398,643.00
17	3" HBP CDOT GRADE S, (75) PG 64-22, 20% RAP	4,640	TON	$130.00	$603,200.00	$78.80	$365,632.00	$76.25	$353,800.00	$94.82	$439,964.80	$85.00	$394,400.00	$71.03	$329,579.20	$90.15	$418,296.00
18	2" HBP CDOT GRADE SX, (75) PG 64-22	3,510	TON	$135.00	$473,850.00	$114.45	$401,719.50	$109.00	$382,590.00	$120.46	$422,814.60	$122.00	$428,220.00	$96.07	$337,205.70	$113.85	$399,613.50
19	CDOT CLASS 6 RECYCLED CONCRETE ABC, AS DIRECTED BY TOWN	3,250	CY	$60.00	$195,000.00	$60.50	$196,625.00	$58.85	$191,262.50	$60.14	$195,455.00	$79.70	$259,025.00	$61.69	$200,492.50	$60.60	$196,950.00
20	REMOVE 2.5 FOOT VERTICAL CURB AND GUTTER	710	LF	$15.00	$10,650.00	$6.72	$4,771.20	$15.45	$10,969.50	$16.64	$11,814.40	$9.50	$6,745.00	$16.37	$11,622.70	$7.50	$5,325.00
21	REMOVE SIDEWALK	135	SY	$15.00	$2,025.00	$18.14	$2,448.90	$24.25	$3,273.75	$26.15	$3,530.25	$17.10	$2,308.50	$25.72	$3,472.20	$11.00	$1,485.00
22	REMOVE AND REPLACE 2.5 FOOT VERTICAL CURB AND GUTTER, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC	2,050	LF	$105.00	$215,250.00	$42.56	$87,248.00	$52.95	$108,547.50	$57.05	$116,952.50	$67.30	$137,965.00	$56.12	$115,046.00	$59.25	$121,462.50
23	REMOVE AND REPLACE 1.5 FOOT VERTICAL CURB AND GUTTER, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC	3,030	LF	$100.00	$303,000.00	$35.84	$108,595.20	$49.65	$150,439.50	$53.48	$162,044.40	$67.20	$203,616.00	$52.61	$159,408.30	$51.25	$155,287.50
24	INSTALL 2.5 FOOT VERTICAL CURB AND GUTTER, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC	690	LF	$105.00	$72,450.00	$38.08	$26,275.20	$46.35	$31,981.50	$45.16	$31,160.40	$67.30	$46,437.00	$44.43	$30,656.70	$55.25	$38,122.50
25	REMOVE AND REPLACE 6" THICK SIDEWALK, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12" OF CDOT CLASS 6 REYCLED CONCRETE ABC.	220	SY	$235.00	$51,700.00	$103.82	$22,840.40	$108.10	$23,782.00	$116.47	$25,623.40	$148.00	$32,560.00	$114.58	$25,207.60	$143.00	$31,460.00
26	INSTALL 6" THICK SIDEWALK, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC	200	SY	$225.00	$45,000.00	$85.68	$17,136.00	$90.45	$18,090.00	$97.45	$19,490.00	$148.00	$29,600.00	$95.87	$19,174.00	$131.50	$26,300.00
27	REMOVE FLAGSTONE MEDIAN MATERIAL COVER	4	SY	$150.00	$600.00	$80.64	$322.56	$39.70	$158.80	$42.78	$171.12	$287.00	$1,148.00	$42.09	$168.36	$30.00	$120.00
28	REMOVE HANDICAP RAMP	6	EACH	$2,500.00	$15,000.00	$560.00	$3,360.00	$1,103.25	$6,619.50	$1,188.46	$7,130.76	$600.00	$3,600.00	$1,169.15	$7,014.90	$275.00	$1,650.00

Bid Items				Opinion of Probable Cost		Integrated Site Services Windsor, CO		Asphalt Specialties Denver, CO		Martin Marietta Lakewood, CO		Goodland Construction Golden, CO		Brannan Sand & Gravel Denver, CO		Elite Surface Infrastructure Englewood, CO	
Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost
29	INSTALL HANDICAP RAMP, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC. FURNISH AND INSTALL FULL WIDTH CAST IRON TRUNCATED DOMES.	8	EACH	$5,650.00	$45,200.00	$4,200.00	$33,600.00	$4,412.90	$35,303.20	$4,753.83	$38,030.64	$2,750.00	$22,000.00	$4,676.60	$37,412.80	$4,075.00	$32,600.00
30	INSTALL BIKE EXIT RAMP, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC. FURNISH AND INSTALL FULL WIDTH CAST IRON TRUNCATED DOMES.	2	EACH	$6,000.00	$12,000.00	$3,808.00	$7,616.00	$6,619.35	$13,238.70	$7,130.75	$14,261.50	$2,850.00	$5,700.00	$7,014.90	$14,029.80	$5,380.00	$10,760.00
31	REMOVE EXISTING 15' TYPE R INLET, INCLUDING ALL BACKFILL AND RESTORATION TO GROUND SURFACE	1	LS	$6,500.00	$6,500.00	$6,500.00	$6,500.00	$8,605.15	$8,605.15	$9,269.97	$9,269.97	$6,360.00	$6,360.00	$9,119.37	$9,119.37	$4,500.00	$4,500.00
32	15' TYPE R INLET, COMPLETE IN PLACE	1	EACH	$15,000.00	$15,000.00	$12,500.00	$12,500.00	$8,715.45	$8,715.45	$9,388.82	$9,388.82	$20,706.00	$20,706.00	$9,236.27	$9,236.27	$25,350.00	$25,350.00
33	REMOVE AND REPLACE STORM INLET THROAT, COMPLETE IN PLACE	1	EACH	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$7,170.95	$7,170.95	$7,724.98	$7,724.98	$7,750.00	$7,750.00	$7,599.47	$7,599.47	$3,825.00	$3,825.00
34	INLET UNDERDRAIN, COMPLETE IN PLACE	4	EACH	$3,000.00	$12,000.00	$1,500.00	$6,000.00	$5,957.40	$23,829.60	$6,417.67	$25,670.68	$2,500.00	$10,000.00	$6,313.41	$25,253.64	$970.00	$3,880.00
35	TRAFFIC LOOP, COMPLETE IN PLACE	2	EACH	$2,000.00	$4,000.00	$5,000.00	$10,000.00	$5,067.10	$10,134.20	$1,697.80	$3,395.60	$5,225.00	$10,450.00	$5,289.36	$10,578.72	$5,535.00	$11,070.00
36	RELOCATE RRFB INCLUDING NEW FOUNDATION, COMPLETE IN PLACE	3	EACH	$5,000.00	$15,000.00	$16,610.00	$49,830.00	$5,516.10	$16,548.30	$2,927.24	$8,781.72	$5,685.00	$17,055.00	$5,758.06	$17,274.18	$6,025.00	$18,075.00
37	RELOCATE SCHOOL ZONE FLASHER INCLUDING NEW FOUNDATION, COMPLETE IN PLACE	1	EACH	$5,000.00	$5,000.00	$8,800.00	$8,800.00	$5,516.10	$5,516.10	$1,405.07	$1,405.07	$5,685.00	$5,685.00	$5,758.06	$5,758.06	$6,025.00	$6,025.00
38	LANDSCAPE RESTORATION AND GRADING, INCLUDING SEEDING, IRRIGATION LINE REPAIR, AND CRUSHER FINES MULCH, AT CONCRETE REPAIR LOCATIONS AND RELOCATED CURB LINES, NO REPAIRS IN MEDIANS ALLOWANCE	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
39	REMOVE 12 INCHES OF UNSUITABLE SUBGRADE REPLACE WITH 3 INCH x 1 1/2 INCH CRUSHED CONCRETE ROCK SUBGRADE STABILIZATION, AS DIRECTED BY THE TOWN	500	CY	$100.00	$50,000.00	$70.00	$35,000.00	$94.05	$47,025.00	$136.88	$68,440.00	$146.50	$73,250.00	$35.06	$17,530.00	$120.00	$60,000.00
ROADWAY REHABILITATION AND DRAINAGE IMPROVEMENTS SUBTOTAL					**$3,455,878.00**		**$2,318,108.76**		**$2,346,210.40**		**$2,864,758.15**		**$2,857,687.50**		**$2,377,990.07**		**$2,698,787.50**
STRIPING AND SIGNAGE																	
40	DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP, EPOXY	262	LF	$1.60	$419.20	$1.30	$340.60	$1.30	$340.60	$1.42	$372.04	$2.00	$524.00	$1.17	$306.54	$1.20	$314.40
41	WHITE SOLID LINE, 4 IN. WIDE, EPOXY	37,068	LF	$0.80	$29,654.40	$0.65	$24,094.20	$0.65	$24,094.20	$0.71	$26,318.28	$1.00	$37,068.00	$0.82	$30,395.76	$0.85	$31,507.80
42	WHITE SOLID LINE, 8 IN. WIDE, EPOXY	2,703	LF	$1.60	$4,324.80	$1.30	$3,513.90	$1.30	$3,513.90	$1.42	$3,838.26	$2.00	$5,406.00	$1.17	$3,162.51	$1.20	$3,243.60
43	WHITE DOTTED LINE, 6 IN. WIDE, 3 FT. LINE WITH 9 FT. GAPS, EPOXY	770	LF	$1.20	$924.00	$0.98	$754.60	$1.00	$770.00	$1.06	$816.20	$1.00	$770.00	$0.82	$631.40	$0.85	$654.50
44	WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS, EPOXY	15,200	LF	$0.80	$12,160.00	$0.65	$9,880.00	$0.65	$9,880.00	$0.71	$10,792.00	$2.00	$30,400.00	$0.82	$12,464.00	$0.85	$12,920.00
45	WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER, THERMOPLASTIC 125 MIL	285	LF	$34.00	$9,690.00	$26.16	$7,455.60	$26.50	$7,552.50	$28.38	$8,088.30	$25.00	$7,125.00	$25.66	$7,313.10	$25.90	$7,381.50
46	WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG, THERMOPLASTIC 125 MIL	247	EACH	$230.00	$56,810.00	$209.28	$51,692.16	$211.80	$52,314.60	$227.06	$56,083.82	$229.00	$56,563.00	$205.25	$50,696.75	$207.00	$51,129.00
47	WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG, THERMOPLASTIC 125 MIL	322	EACH	$475.00	$152,950.00	$299.75	$96,519.50	$303.40	$97,694.80	$325.22	$104,720.84	$477.00	$153,594.00	$466.48	$150,206.56	$470.50	$151,501.00
48	WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG, THERMOPLASTIC 125 MIL	14	EACH	$475.00	$6,650.00	$299.75	$4,196.50	$303.40	$4,247.60	$325.22	$4,553.08	$455.00	$6,370.00	$466.48	$6,530.72	$470.50	$6,587.00
49	BIKE LANE SYMBOL & STRAIGHT ARROW, THERMOPLASTIC 125 MIL	56	EACH	$400.00	$22,400.00	$327.00	$18,312.00	$330.95	$18,533.20	$354.78	$19,867.68	$515.00	$28,840.00	$524.79	$29,388.24	$529.50	$29,652.00
50	WHITE & GREEN BIKE LANE CONFLICT MARKING, 6 FT. WIDE, 2 FT. LENGTH, 6 FT. GAP, THERMOPLASTIC 125 MIL	126	EACH	$235.00	$29,610.00	$218.00	$27,468.00	$220.65	$27,801.90	$236.52	$29,801.52	$150.00	$18,900.00	$153.94	$19,396.44	$155.50	$19,593.00
51	WHITE YIELD LINE, BASE 24 IN., HEIGHT 36 IN., 12 IN. GAPS, THERMOPLASTIC 125 MIL	122	EACH	$125.00	$15,250.00	$103.55	$12,633.10	$104.80	$12,785.60	$112.35	$13,706.70	$57.00	$6,954.00	$58.31	$7,113.82	$59.00	$7,198.00
52	WHITE "ONLY" PAVEMENT MARKING, THERMOPLASTIC 125 MIL	8	EACH	$550.00	$4,400.00	$381.50	$3,052.00	$386.15	$3,089.20	$413.91	$3,311.28	$625.00	$5,000.00	$641.41	$5,131.28	$647.00	$5,176.00
53	WHITE DOTTED LINE, 4 IN. WIDE, 2 FT. DASH WITH 6 FT. GAPS, EPOXY	3,115	LF	$0.80	$2,492.00	$0.65	$2,024.75	$0.65	$2,024.75	$0.71	$2,211.65	$1.00	$3,115.00	$0.82	$2,554.30	$0.85	$2,647.75
54	WHITE ELONGATED LEFT-TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG, THERMOPLASTIC 125 MIL	7	EACH	$500.00	$3,500.00	$463.25	$3,242.75	$468.85	$3,281.95	$502.61	$3,518.27	$625.00	$4,375.00	$641.40	$4,489.80	$647.00	$4,529.00
55	WHITE SOLID LINE, 6 IN. WIDE, EPOXY	220	EACH	$1.20	$264.00	$0.98	$215.60	$1.00	$220.00	$1.06	$233.20	$2.00	$440.00	$1.17	$257.40	$1.20	$264.00
56	PEXCO CITYPOST FLEXIBLE POST	97	EACH	$200.00	$19,400.00	$245.25	$23,789.25	$165.50	$16,053.50	$177.83	$17,249.51	$220.00	$21,340.00	$175.00	$16,975.00	$176.50	$17,120.50
57	WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG, THERMOPLASTIC 125 MIL	3	EACH	$350.00	$1,050.00	$272.50	$817.50	$275.80	$827.40	$295.65	$886.95	$430.00	$1,290.00	$437.32	$1,311.96	$441.00	$1,323.00
58	INSTALL SIGN POST PER MUTCD	18	EACH	$200.00	$3,600.00	$250.00	$4,500.00	$220.65	$3,971.70	$237.11	$4,267.98	$228.00	$4,104.00	$233.24	$4,198.32	$235.50	$4,239.00
59	INSTALL SIGN PER MUTCD	21	EACH	$50.00	$1,050.00	$195.00	$4,095.00	$220.65	$4,633.65	$237.11	$4,979.31	$228.00	$4,788.00	$233.24	$4,898.04	$235.50	$4,945.50

Bid Items				Opinion of Probable Cost		Integrated Site Services Windsor, CO		Asphalt Specialties Denver, CO		Martin Marietta Lakewood, CO		Goodland Construction Golden, CO		Brannan Sand & Gravel Denver, CO		Elite Surface Infrastructure Englewood, CO	
Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost	Unit Cost	Bid Cost
60	REMOVE SIGN POST	9	EACH	$100.00	$900.00	$125.00	$1,125.00	$82.75	$744.75	$88.91	$800.19	$86.00	$774.00	$87.46	$787.14	$88.25	$794.25
61	REMOVE SIGN	8	EACH	$25.00	$200.00	$125.00	$1,000.00	$82.75	$662.00	$88.91	$711.28	$86.00	$688.00	$90.00	$720.00	$88.25	$706.00
62	RELOCATE SIGN PER MUTCD	6	EACH	$75.00	$450.00	$125.00	$750.00	$82.75	$496.50	$88.91	$533.46	$86.00	$516.00	$87.46	$524.76	$88.25	$529.50
63	REMOVE DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP	347	LF	$1.00	$347.00	$1.09	$378.23	$1.10	$381.70	$1.18	$409.46	$1.00	$347.00	$0.70	$242.90	$0.70	$242.90
64	REMOVE WHITE SOLID LINE, 4 IN. WIDE	9,114	LF	$0.55	$5,012.70	$0.54	$4,921.56	$0.55	$5,012.70	$0.59	$5,377.26	$1.00	$9,114.00	$0.70	$6,379.80	$0.70	$6,379.80
65	REMOVE WHITE SOLID LINE, 8 IN. WIDE	2,448	LF	$1.00	$2,448.00	$1.09	$2,668.32	$1.10	$2,692.80	$1.18	$2,888.64	$1.00	$2,448.00	$0.70	$1,713.60	$0.70	$1,713.60
66	REMOVE WHITE DOTTED LINE, 6 IN. WIDE, 3 FT., LINE WITH 9 FT. GAPS	2,779	LF	$0.75	$2,084.25	$0.81	$2,250.99	$0.85	$2,362.15	$0.89	$2,473.31	$1.00	$2,779.00	$0.70	$1,945.30	$0.70	$1,945.30
67	REMOVE WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS	9,901	LF	$0.55	$5,445.55	$0.54	$5,346.54	$0.55	$5,445.55	$0.59	$5,841.59	$1.00	$9,901.00	$0.70	$6,930.70	$0.70	$6,930.70
68	REMOVE WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER	138	LF	$2.90	$400.20	$3.27	$451.26	$3.30	$455.40	$3.55	$489.90	$6.00	$828.00	$5.83	$804.54	$5.90	$814.20
69	REMOVE WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG	107	EACH	$25.00	$2,675.00	$49.05	$5,248.35	$49.65	$5,312.55	$53.22	$5,694.54	$91.00	$9,737.00	$93.30	$9,983.10	$94.15	$10,074.05
70	REMOVE WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG	20	EACH	$85.00	$1,700.00	$81.75	$1,635.00	$82.75	$1,655.00	$88.70	$1,774.00	$175.00	$3,500.00	$174.93	$3,498.60	$176.50	$3,530.00
71	REMOVE WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG	20	EACH	$85.00	$1,700.00	$81.75	$1,635.00	$82.75	$1,655.00	$88.70	$1,774.00	$175.00	$3,500.00	$174.93	$3,498.60	$176.50	$3,530.00
72	REMOVE BIKE LANE SYMBOL & STRAIGHT ARROW	25	EACH	$125.00	$3,125.00	$81.75	$2,043.75	$82.75	$2,068.75	$88.70	$2,217.50	$175.00	$4,375.00	$174.93	$4,373.25	$176.50	$4,412.50
73	REMOVE WHITE YIELD LINE, BASE 24 IN., HEIGHT 36 IN., 12 IN. GAPS	21	EACH	$30.00	$630.00	$54.50	$1,144.50	$55.15	$1,158.15	$59.13	$1,241.73	$57.00	$1,197.00	$58.31	$1,224.51	$58.90	$1,236.90
74	REMOVE WHITE "ONLY" PAVEMENT MARKING	26	EACH	$125.00	$3,250.00	$81.75	$2,125.50	$82.75	$2,151.50	$88.70	$2,306.20	$228.00	$5,928.00	$233.24	$6,064.24	$235.50	$6,123.00
75	REMOVE WHITE DOTTED LINE, 4 IN. WIDE, 2 FT. DASH WITH 6 FT. GAPS	50	LF	$0.55	$27.50	$0.54	$27.00	$0.55	$27.50	$0.59	$29.50	$1.00	$50.00	$0.70	$35.00	$0.70	$35.00
76	REMOVE WHITE ELONGATED TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG	9	EACH	$85.00	$765.00	$81.75	$735.75	$82.75	$744.75	$88.70	$798.30	$175.00	$1,575.00	$174.93	$1,574.37	$176.50	$1,588.50
77	REMOVE WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG	7	EACH	$85.00	$595.00	$81.75	$572.25	$82.75	$579.25	$88.70	$620.90	$228.00	$1,596.00	$233.24	$1,632.68	$235.50	$1,648.50
	STRIPING AND SIGNAGE SUBTOTAL				**$408,353.60**		**$332,656.01**		**$327,237.05**		**$351,598.63**		**$455,819.00**		**$409,355.03**		**$414,161.25**
LANDSCAPE AND IRRIGATION																	
78	REMOVE EXISTING SOD	20,583	SF	$0.40	$8,233.20	$1.00	$20,583.00	$0.75	$15,437.25	$2.39	$49,193.37	$0.60	$12,349.80	$0.83	$17,083.89	$0.50	$10,291.50
79	REMOVE EXISTING LANDSCAPE BEDS	10,098	SF	$0.75	$7,573.50	$1.00	$10,098.00	$1.20	$12,117.60	$2.39	$24,134.22	$3.00	$30,294.00	$1.30	$13,127.40	$0.60	$6,058.80
80	REMOVE EXISTING METAL EDGING	182	LF	$1.00	$182.00	$7.00	$1,274.00	$3.40	$618.80	$11.94	$2,173.08	$1.20	$218.40	$3.66	$666.12	$4.60	$837.20
81	TREE PROTECTION FENCING	710	LF	$5.00	$3,550.00	$5.00	$3,550.00	$2.75	$1,952.50	$11.94	$8,477.40	$7.50	$5,325.00	$3.66	$2,598.60	$2.95	$2,094.50
82	ROLL TOP METAL EDGER	1,785	LF	$7.00	$12,495.00	$6.00	$10,710.00	$6.00	$10,710.00	$11.94	$21,312.90	$6.00	$10,710.00	$6.44	$11,495.40	$6.45	$11,513.25
83	COBBLE MULCH	2,100	SF	$3.00	$6,300.00	$2.00	$4,200.00	$4.75	$9,975.00	$3.58	$7,518.00	$10.25	$21,525.00	$5.08	$10,668.00	$5.05	$10,605.00
84	CRUSHER FINES MULCH	21,000	SF	$2.00	$42,000.00	$2.75	$57,750.00	$1.75	$36,750.00	$5.97	$125,370.00	$3.70	$77,700.00	$1.89	$39,690.00	$1.90	$39,900.00
85	SHREDDED CEDAR MULCH AT TREES	660	SF	$3.00	$1,980.00	$1.40	$924.00	$2.70	$1,782.00	$4.78	$3,154.80	$5.15	$3,399.00	$2.89	$1,907.40	$2.90	$1,914.00
86	BOULDER RIDGES	12	EA	$1,500.00	$18,000.00	$2,600.00	$31,200.00	$799.85	$9,598.20	$836.02	$10,032.24	$7,000.00	$84,000.00	$856.33	$10,275.96	$855.00	$10,260.00
87	COLORED AND STAMPED CONCRETE	7,345	SF	$20.00	$146,900.00	$20.16	$148,075.20	$19.85	$145,798.25	$21.39	$157,109.55	$26.00	$190,970.00	$21.04	$154,538.80	$19.75	$145,063.75
88	FINISH GRADE AND AMEND SOIL	21,690	SF	$0.50	$10,845.00	$0.20	$4,338.00	$0.45	$9,760.50	$1.19	$25,811.10	$2.00	$43,380.00	$0.47	$10,194.30	$0.47	$10,194.30
89	TREES ORNAMENTAL, 6' CLUMP	10	EA	$750.00	$7,500.00	$715.00	$7,150.00	$1,114.25	$11,142.50	$1,194.31	$11,943.10	$1,250.00	$12,500.00	$1,192.95	$11,929.50	$1,190.00	$11,900.00
90	SHRUBS, #5 CONTAINER	646	EA	$50.00	$32,300.00	$42.00	$27,132.00	$49.15	$31,750.90	$89.57	$57,862.22	$62.50	$40,375.00	$52.62	$33,992.52	$52.45	$33,882.70
91	PERENNIALS, 4" CONTAINER	1,472	EA	$12.00	$17,664.00	$42.00	$61,824.00	$26.10	$38,419.20	$89.57	$131,847.04	$11.65	$17,148.80	$27.93	$41,112.96	$27.85	$40,995.20
92	GRASSES, #1 CONTAINER	1,089	EA	$25.00	$27,225.00	$22.50	$24,502.50	$28.25	$30,764.25	$35.83	$39,018.87	$37.00	$40,293.00	$30.24	$32,931.36	$30.15	$32,833.35
93	DEMOLITION OF IRRIGATION SYSTEM - REMOVE SPRINKLER HEADS	1	LS	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$7,170.95	$7,170.95	$41,800.93	$41,800.93	$4,000.00	$4,000.00	$7,677.42	$7,677.42	$7,650.00	$7,650.00
94	SHRUB IRRIGATION - DRIP	22,055	SF	$3.50	$77,192.50	$2.70	$59,548.50	$2.55	$56,240.25	$3.58	$78,956.90	$2.65	$58,445.75	$2.72	$59,989.60	$2.70	$59,548.50
95	TREE IRRIGATION - DRIP RINGS	33	EA	$50.00	$1,650.00	$750.00	$24,750.00	$104.80	$3,458.40	$1,313.74	$43,353.42	$315.00	$10,395.00	$112.21	$3,702.93	$112.00	$3,696.00
	LANDSCAPE AND IRRIGATION SUBTOTAL				**$426,590.20**		**$522,609.20**		**$433,446.55**		**$839,069.14**		**$663,028.75**		**$463,582.16**		**$439,238.05**
	GENERAL ITEMS SUBTOTAL				**$501,000.00**		**$369,071.00**		**$610,720.00**		**$744,456.55**		**$617,320.00**		**$897,150.00**		**$646,775.00**
	ROADWAY REHABILITATION AND DRAINAGE IMPROVEMENTS SUBTOTAL				**$3,455,878.00**		**$2,318,108.76**		**$2,346,210.40**		**$2,864,758.15**		**$2,857,687.50**		**$2,377,990.07**		**$2,698,787.50**
	STRIPING AND SIGNAGE SUBTOTAL				**$408,353.60**		**$332,656.01**		**$327,237.05**		**$351,598.63**		**$455,819.00**		**$409,355.03**		**$414,161.25**
	LANDSCAPE AND IRRIGATION SUBTOTAL				**$426,590.20**		**$522,609.20**		**$433,446.55**		**$839,069.14**		**$663,028.75**		**$463,582.16**		**$439,238.05**
	PROJECT TOTAL				**$4,791,821.80**		**$3,542,444.97**		**$3,717,614.00**		**$4,799,882.47**		**$4,593,855.25**		**$4,148,077.26**		**$4,198,961.80**

Town of Superior

Rock Creek Parkway Improvements

LOCATED IN

TOWNSHIP 1 SOUTH, RANGE 69 WEST, 6th P.M.

COUNTY of BOULDER, STATE of COLORADO

APRIL, 2024

PAVEMENT

1. COMPLY WITH THE TRENCH PATCHBACK DETAIL FOR THE TOWN OF SUPERIOR PUBLIC WORKS DEPARTMENT INCLUDED IN THE DETAIL DRAWINGS.
2. THE CONTRACTOR SHALL VIDEOTAPE THE EXISTING PAVEMENT CONDITIONS BEFORE CONSTRUCTION.
3. THE CONTRACTOR SHALL USE CAUTION SO AS NOT TO SCRAPE OR SCALLOP THE EDGE OF EXISTING CONCRETE DURING EXCAVATION.
4. THE ASPHALT THICKNESS FOR PAVEMENT REPAIRS SHALL MATCH THE EXISTING PAVEMENT THICKNESS OR THE THICKNESS SPECIFIED BELOW FOR THE VARIOUS STREET CLASSIFICATIONS, WHICHEVER IS GREATER. SEE SHEETS 9–12 FOR SPECIFIC PAVING AREAS AND THICKNESSES.

STREET NAME	CLASSIFICATION	REQUIRED ASPHALT THICKNESS
ROCK CREEK PARKWAY	MINOR ARTERIAL	5 – 9 INCHES

5. NO DIMENSION OF EXISTING PAVEMENT LESS THAN 3 FEET SHALL BE LEFT BETWEEN THE NEW PATCH AND THE EXISTING LIP OF GUTTER OR EXISTING EDGE OF PAVEMENT (5 FEET FOR CONCRETE). ARTERIAL AND COLLECTOR STREETS, NO SIDE OF A PATCH SHALL FALL WITHIN 2 FEET OF AN EXISTING WHEEL PATH. PATCHES WITHIN 2 FEET SHALL REQUIRE THE REMOVAL OF ADDITIONAL PAVEMENT TO MEET THIS REQUIREMENT.
6. CONSTRUCTION EQUIPMENT SHALL BE KEPT OFF OF CURB, GUTTER, CONCRETE PANS AND SIDEWALK. KEEP BEDDING AND BACKFILL MATERIAL OFF OF CONCRETE SURFACES. SCRAPED OR OTHERWISE DAMAGED CURB, GUTTER, SIDEWALK, CONCRETE PANS OR ASPHALT PAVEMENT SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
7. ALL MANHOLE RIMS, VALVE BOXES, AND COVERS SHALL BE SET 1/4" BELOW TO THE ADJACENT PAVEMENT SURFACE AND SHALL MATCH THE LONGITUDINAL AND TRANSVERSE SLOPE OF THE STREET PAVEMENT.
8. TOWN REQUIRES 100 TONS OF CLEAN TOP LIFT (NO SUBGRADE) MILLINGS DELIVERED TO THE WASTEWATER TREATMENT FACILITY LOCATED AT THE EAST END OF HONEY CREEK DRIVE OR TO ALTERNATIVE LOCATIONS WITHIN TOWN LIMITS AS IDENTIFIED BY THE TOWN DURING CONSTRUCTION.

HORIZONTAL CONTROL

HORIZONTAL CONTROL IS BASED UPON COLORADO DEPARTMENT OF TRANSPORTATION LAND SURVEY CONTROL DIAGRAM PROJECT NO. NH 0361–070 HAVING A REVISED DATE OF APRIL 17, 2009.

BASIS OF BEARINGS:
ALL BEARINGS ARE GRID BEARINGS OF THE UTM SYSTEM, ZONE 13, NAD 1983 (1992).

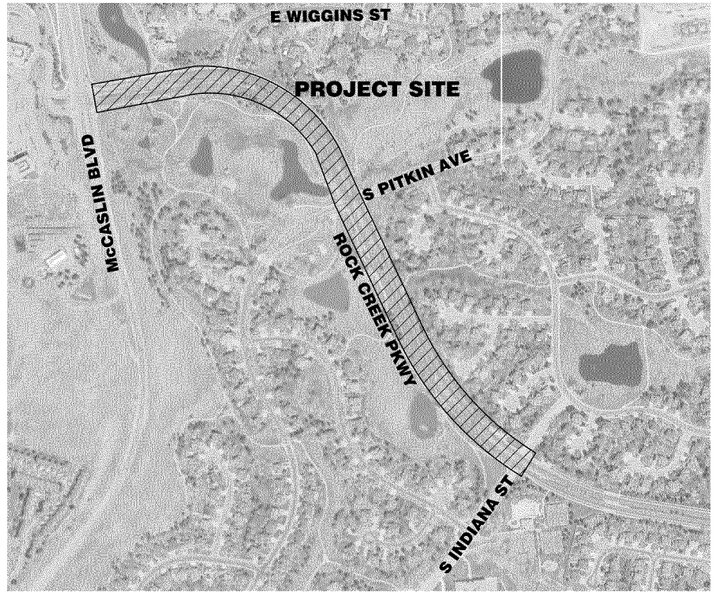
BASIS OF ELEVATIONS:
ELEVATIONS ARE GPS DERIVED ELEVATIONS BASED UPON MONUMENT NO'S. 9557, 9558, 9559, 9562, AND NGS STATION ENERGY AS DESCRIBED IN THE COLORADO DEPARTMENT OF TRANSPORTATION LAND SURVEY CONTROL DIAGRAM PROJECT NO. NH 0361–070 HAVING A REVISED DATE OF APRIL 17, 2009. ALL ELEVATIONS ARE REPORTED IN NAVD 88 (GEOID 99).

TO OBTAIN NGVD 29 ELEVATIONS SUBTRACT 3.17 FEET FROM NAVD 88 ELEVATIONS.

VERTICAL DATUM CONVERSION INFORMATION BASED UPON "VERTCON" THE NATIONAL GEODETIC SURVEY'S VERTICAL DATUM CONVERSION APPLICATION AT A LATITUDE OF N39°7656'20.0" AND LONGITUDE OF W105°7608'27.0"

PROJECT CONTROL COORDINATE TABLE

PT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
6	515427.81	596696.51	5578.47	5/8" REBAR WITH RED PLASTIC CAP
7	512875.45	597133.22	5538.18	5/8" REBAR WITH YELLOW PLASTIC CAP
357	516191.86	596085.62	5609.80	MAG NAIL IN SIDEWALK
4830	514353.38	597887.29	5524.39	CHISLED SQUARE AT BACK OF SIDEWALK



VICINITY MAP
SCALE 1" = 400'±

OWNER

Town of Superior
124 East Coal Creek Drive
Superior, CO 80027
303–499–3675

CIVIL ENGINEER

J&T Consulting, Inc.
Cassie Harmon
305 Denver Ave., Ste. D
Fort Lupton, CO 80621
303–857–6222

SURVEYOR

American West Land Surveying Co.
331 South 4th Avenue
P.O. Box 129
Brighton, CO 80601
303–659–1532

TRAFFIC & STRIPING

Fox Tuttle
Alicia Zimmerman
1580 Logan St, 6th Floor
Denver, CO 80203
303–652–3571

LANDSCAPING

Design Concepts
Tory Hancock
211 N Public Road, Ste. 200
Lafayette, CO 80020
303–664–5301

LEGEND

- EXISTING CONTOURS (5280)
- EXISTING EDGE OF CONCRETE
- EXISTING GAS LINE
- EXISTING WATERLINE
- EXISTING SANITARY
- EXISTING STORM SEWER
- EXISTING CABLE TV
- EXISTING POWER
- EXISTING FIBER OPTIC
- EXISTING ROW
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING STORM SEWER MANHOLE
- CONCRETE
- PROPOSED IMPROVEMENTS
- SLEEVE
- LIMITS OF CONSTRUCTION

SHEET INDEX - CIVIL

1	Cover Sheet
2-3	General Notes
4-7	Site Plan
8	New Bike Ramp and Curb/Gutter
9-12	Paving Sections
13-20	Traffic Control
21	Erosion Control Details
22-25	Roadway Details

STRIPING

S1	Cover Sheet
S2	Quantities
S3	Details
S4-23	Signing and Striping Plans
S24-36	Striping Removal Plans

LANDSCAPING

L0.1	Notes
L0.2	Overall Demo Plan
L0.3-L0.8	Demo Enlargement Plan
L1.0	Overall Site Plan
L1.1-L1.6	Enlargement Plan
L2.0	Overall Landscape Plan
L2.1-L2.6	Landscape Enlargement Plan
L3.0-L3.1	Site Details
IR0.0	Irrigation Notes & Schedule
IR1.0	Irrigation Notes
IR1.0 - IR1.6	Irrigation Plan
IR1.7 - IR1.8	Irrigation Details

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

Town Certification

All work shall be constructed to Town of Superior DESIGN STANDARDS AND SPECIFICATIONS. This drawing has been reviewed and found to be in general compliance with these DESIGN STANDARDS AND SPECIFICATIONS and other Superior requirements. THE ENGINEERING DESIGN CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

Town (or Designee) _____ Date _____

Engineer's Certification

I hereby certify that these plans for the construction of the Town of Superior Rock Creek Parkway Improvements Project were prepared by me or under my direct supervision for the Town of Superior.

Cassie Harmon P.E.
Colorado Registration No. 53461

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303-857-6222
www.jtconsulting.com

Rock Creek Parkway Improvements

Cover Sheet

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued for Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Rock Creek cover.dwg
Scale	As Shown

Sheet: 1 Of: 25

P:\23034 Superior Rock Creek Parkway\Drawings\Plan Sheets\JT-Rock Creek cover.dwg, Cover Sheet, 4/5/2024 1:24:29 PM

GENERAL NOTES

1. DEFINITIONS:
OWNER: PROPERTY OWNER(S)
CONTRACTOR: THE PERSON OR GROUP COMPLETING THE WORK
ENGINEER: PROFESSIONAL ENGINEER OF RECORD
TOWN of SUPERIOR: AUTHORIZED REPRESENTATIVE(S) OF THE TOWN PUBLIC WORKS & UTILITIES DEPARTMENT; THE AGENCY OF JURISDICTION.

2. ALL WORK SHALL CONFORM TO THE LATEST REVISION OF CDOT STANDARDS AND SPECIFICATIONS, AND THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.

3. THE CONTRACTOR SHALL HAVE STAMPED AND SIGNED BY THE ENGINEER AND TOWN DRAWINGS, SPECIFICATIONS AND CURRENT TOWN OF SUPERIOR SPECIFICATIONS ON SITE AT ALL TIMES.

4. THE ENGINEERING CONCEPT REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEARS ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER AND THE TOWN IMMEDIATELY.

5. ALL WORK ON THE PROJECT SHALL BE PERFORMED DURING REGULAR WORK HOURS: 7AM TO 5PM, MONDAY THROUGH FRIDAY. RESTRICTED HOURS MAY BE DICTATED BY THE TOWN. ALL WORK ON THE PROJECT SHALL COMPLY WITH THE SUPERIOR MUNICIPAL CODE. NO WORK SHALL BE PERFORMED OUTSIDE REGULAR WORK HOURS OR ON SATURDAY OR SUNDAY, OR ANY OF THE TOWN OBSERVED HOLIDAYS WITHOUT RECEIVING PRIOR WRITTEN CONSENT FROM THE TOWN OR A DESIGNATED REPRESENTATIVE. TOWN OBSERVED HOLIDAYS INCLUDE NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, JUNETEENTH DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, FRIDAY FOLLOWING THANKSGIVING, CHRISTMAS EVE, AND CHRISTMAS DAY. REQUEST FOR WORK OUTSIDE REGULAR WORK HOURS SHALL BE RECEIVED TWO (2) BUSINESS DAYS PRIOR TO THE PROPOSED DATE OF THE WORK. REFER TO SECTION 150.00 PERMITS AND INSPECTIONS OF THE TOWN DESIGN STANDARDS AND SPECIFICATIONS.
PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED BY THE OWNER WITH THE TOWN ENGINEERING STAFF AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE: OWNER, ENGINEER, SUPERIOR, CONTRACTOR, GEOTECHNICAL ENGINEER, SURVEYOR, AND ANY OTHER AFFECTED AGENCIES. CONSTRUCTION DOCUMENTS WITH THE DESIGN STANDARD SAND SPECIFICATIONS COMPLIANCE STATEMENT AND SIGNATURE SHALL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING

6. CONSTRUCTION SHALL START NO EARLIER THAN MAY 28, 2024 AND SUBSTANTIAL COMPLETION OF CONSTRUCTION SHALL BE COMPLETED BY AUGUST 13, 2024.

7. AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH TOWN PUBLIC WORKS STAFF SHALL OCCUR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO CONNECTING TO EXISTING TOWN UTILITIES.

8. THE CONTRACTOR SHALL PAY FOR AND OBTAIN THE REQUIRED RIGHT-OF-WAY CONSTRUCTION PERMIT AND ANY OTHER REQUIRED PERMIT FROM THE TOWN OF SUPERIOR PRIOR TO COMMENCING WORK ON THE PROJECT.

9. ALL OPERATIONS SHALL CONFORM TO THE APPLICABLE REGULATIONS SET FORTH BY THE ICC AND OSHA.

10. THE TOWN OF SUPERIOR PUBLIC WORKS AND UTILITIES DEPARTMENT, PHONE (303) 499-3675, SHALL BE NOTIFIED A MINIMUM OF 48 WORKING HOURS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.

11. ALL PHASES OF WORK PERFORMED ON DEDICATED PUBLIC INFRASTRUCTURE AND WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED AND APPROVED BY REPRESENTATIVE OF THE TOWN OF SUPERIOR. REQUESTS FOR INSPECTION SHALL BE MADE TO THE TOWN OF SUPERIOR, PHONE (303) 709-6726, OR (303) 499-3675 A MINIMUM OF 24 HOURS IN ADVANCE. OBSERVATION AND ONSITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR APPROVAL BY SUPERIOR STAFF OF CONTRACTOR'S WORK ON CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR LONGER THAN 5 DAYS AFTER INITIAL START-UP, CONTRACTOR SHALL NOTIFY THE SUPERIOR CONSTRUCTION INSPECTION SUPERVISOR ONE (1) BUSINESS DAY PRIOR TO RESTART OF CONSTRUCTION.

12. IN THE EVENT OF AN EMERGENCY CONTACT SUPERIOR AT (303) 494-9477 DURING WORK HOURS OR (303) 438-6400 AFTER HOURS.

13. NOTIFY SUPERIOR AT (303) 499-3675 AND MOUNTAIN VIEW FIRE RESCUE DISTRICT AT (303) 494-3735 FOR ANY STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE, AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION.

14. PRIOR TO ANY CONSTRUCTION ON THE PROJECT, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION SITE VISIT WITH THE TOWN OF SUPERIOR REPRESENTATIVE TO VERIFY AND DOCUMENT THE EXISTING CONDITION OF ADJACENT PUBLIC IMPROVEMENTS.

15. THE CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORT ON THESE CONSTRUCTION DOCUMENTS AND WORK REQUIRED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE TOWN PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER SHALL COORDINATE ANY PROPOSED CHANGES WITH THE TOWN.

16. THE CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO PUBLIC RIGHT-OF-WAY, AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, AND AREAS UNDER OWNERSHIP OF OWNER, UNLESS OTHERWISE AUTHORIZED BY THE AFFECTED PROPERTY OWNER AND ACKNOWLEDGED BY SUPERIOR. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENTS FOR INGRESS AND EGRESS FROM THE WORKSITE FROM ADJACENT PRIVATE PROPERTY OWNERS. ACCESS TO ANY ADJACENT PRIVATE PROPERTY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

17. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARDS, PERMITS, BONDS, ETC. WHICH ARE NECESSARY TO PERFORM THE WORK.

18. CONTRACTOR SHALL KEEP ONE RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDA, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE SHALL BE AVAILABLE TO THE ENGINEER AND SHALL BE DELIVERED TO HIM FOR TOWN RECORDS UPON COMPLETION OF THE PROJECT.

19. THE ENGINEER SHALL REVIEW ALL SUBMITTALS PRIOR TO SENDING THE SUBMITTALS TO THE TOWN FOR ITS REVIEW.

20. THE PHYSICAL FEATURES SHOWN ON THIS PLAN ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL FEATURES, INCLUDING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND PROTECTING THE SAME. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT ALL UTILITIES ARE NECESSARILY SHOWN. THE CONTRACTOR SHALL CONTACT TOWN, UNCC, AND APPROPRIATE ENTITIES TO LOCATE UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE EXACT LOCATION OF EACH UTILITY SHALL BE FIELD VERIFIED BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

22. CALL THE TOWN AT (303) 709-6727 FOR LOCATES OF EXISTING TOWN UTILITIES INCLUDING POTABLE AND NON-POTABLE WATER LINES, SANITARY SEWER LINES, STORM SEWER LINES, PUBLIC IRRIGATION LINES, AND TRAFFIC CONTROL DEVICES. CALL TWO (2) BUSINESS DAYS PRIOR, NOT INCLUDING THE DAY OF THE CALL, TO THE START OF CONSTRUCTION.

23. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFICATION OF SUPERIOR UTILITY CUSTOMERS FOR POTENTIAL SERVICE OUTAGES AND TO COORDINATE WITH SUPERIOR PUBLIC WORKS FOR DETERMINATION OF MINIMUM TIME REQUIREMENTS. SUPERIOR PUBLIC WORKS SHALL BE NOTIFIED TWO (2) BUSINESS DAYS IN ADVANCE TO SCHEDULE AN OUTAGE.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH THE APPROPRIATE UTILITY REPRESENTATIVES TO BE ON SITE DURING POTHOLING AND SHALL LIKEWISE BE RESPONSIBLE FOR DETERMINING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

25. LOCATIONS OF UTILITIES REPRESENT THE BEST KNOWN LOCATIONS AT THE TIME OF PREPARATION OF DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES IN ADVANCE OF EXCAVATION. RELOCATION OF UTILITIES MAY OR MAY NOT BE NEEDED AFTER THEY ARE EXPOSED. WHEN THE CONTRACTOR DISCOVERS A DISCREPANCY IN LOCATIONS, THEY SHALL CONTACT THE ENGINEER IMMEDIATELY.

26. THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE WITH THE UTILITY ADJUSTMENT AND RELOCATION EFFORT. LINES NOT ADJUSTED OR RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THE MINOR ADJUSTMENT OF STRUCTURES IN ORDER TO CLEAR A CONFLICTING UTILITY.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING LIVE UTILITIES DURING CONSTRUCTION OPERATIONS AND SHALL HOLD TOWN OF SUPERIOR HARMLESS FOR ANY AND ALL DAMAGES TO LIVE UTILITIES ARISING FROM CONSTRUCTION OPERATIONS.

28. THE CONTRACTOR SHALL OBTAIN A CONSTRUCTION STORMWATER DISCHARGE PERMIT AND CONSTRUCTION DEWATERING PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL (CDPHE). CDPHE MAY TAKE UP TO 30 DAYS TO RESPOND TO A PERMIT REQUEST.

29. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION. THE REPAIR OF DAMAGES RESULTING FROM DRAINAGE AND RUNOFF IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

30. THE CONTRACTOR SHALL PROTECT ALL WORK AREAS AND FACILITIES FROM WATER AT ALL TIMES. AREAS AND FACILITIES SUBJECTED TO FLOODING, REGARDLESS OF THE SOURCE OF WATER SHALL BE PROMPTLY DEWATERED AND RESTORED BY THE CONTRACTOR.

31. A CONSTRUCTION WATER PERMIT SHALL BE OBTAINED FROM THE TOWN OF SUPERIOR AND A HYDRANT METER WILL BE PROVIDED BY THE TOWN FOR A NOMINAL FEE AS A DEPOSIT. THE DEPOSIT WILL BE RETURNED ONCE THE CONTRACTOR RETURNS THE HYDRANT METER. ALL CONSTRUCTION WATER SHALL BE OBTAINED FROM THE TOWN AND MEASURED THROUGH A HYDRANT METER. THE TOWN WILL NOT CHARGE FOR THE CONSTRUCTION WATER.

32. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES". FOR INFORMATION CONTACT CDPHE WATER QUALITY CONTROL DIVISION AT (303) 692-3150.

33. ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. IN NO CASE SHALL THE STREETS AND SIDEWALKS BE LEFT UNCLEAN AFTER COMPLETION OF THE DAY'S WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE NECESSARY EQUIPMENT AND MATERIALS TO THE CLEAN THE STREETS AND SIDEWALKS.

34. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE COLORADO PERMITTING PROCESS FOR "FUGITIVE DUST EMISSIONS ASSOCIATED WITH CONSTRUCTION ACTIVITIES". WATER SHALL BE USED AS A DUST PALLIATIVE AS LONG AS REQUIRED.

35. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS.

36. THE CONTRACTOR SHALL ALSO PERFORM CONSTRUCTION ACTIVITIES TO AVOID UNNECESSARY IMPACTS TO EXISTING VEGETATION. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS OWN EXPENSE.

37. CONSTRUCTION ACTIVITIES, IN ADDITION TO NORMAL CONSTRUCTION PROCEDURES SHALL INCLUDE THE PARKING OF VEHICLE OR EQUIPMENT, DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS. DURING ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL KEEP ALL EQUIPMENT AND MATERIALS WITHIN THE LIMITS OF THE DISTURBANCE AREA.

38. THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTS, BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES, AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS DESIGNATED TO REMAIN IN PLACE FROM DAMAGE DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S OWN EXPENSE UNDER THE DIRECTION OF A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR SHALL DOCUMENT PRE-CONSTRUCTION CONDITIONS WITH PHOTOGRAPHY AND VIDEOGRAPHY.

39. THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNERS TO ENSURE THEIR LANDSCAPING IS PROTECTED AND PROPERLY CARED FOR SHOULD THE PROJECT DISTURB OR INTERRUPT NORMAL MAINTENANCE.

40. NO OVERWEIGHT TRUCKS WILL BE ALLOWED ON TOWN OF SUPERIOR STREETS.

41. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY PROBLEM IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENTS OF THE IMPROVEMENTS PRIOR TO CONSTRUCTION.

42. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THIS SHALL APPLY TO THE PROJECT DURING THE ENTIRE TIME FRAME DURING ALL HOURS AND NOT LIMITED TO WORKING HOURS.

43. TRAFFIC AND PEDESTRIAN CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS)

44. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND CLEANING OF TRAFFIC CONTROL DEVICES. EXISTING PAVEMENT MARKINGS SHALL BE MAINTAINED DURING CONSTRUCTION OPERATIONS, IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND THE DESIGN STANDARDS AND SPECIFICATIONS.

45. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT DOES NOT MATERIALLY DAMAGE THE SURFACE OR TEXTURE OF THE PAVEMENT OR EXISTING SURFACING. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY ARE NOT VISIBLE UNDER DAY OR NIGHT CONDITIONS.

46. ALL REGULATORY, WARNING, GUIDE AND OTHER SIGNS ON THIS PROJECT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL SIGNS AND SIGN PLACEMENT SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS)

47. AT LEAST 5 WORKING DAYS PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES THE TRAFFIC AND PEDESTRIAN CONTROL PLAN SHALL BE SUBMITTED TO THE TOWN OF SUPERIOR FOR REVIEW AND APPROVAL. THE PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR. NO WORK SHALL BEGIN UNTIL ALL TRAFFIC AND PEDESTRIAN CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE APPROVED PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC AND PEDESTRIAN CONTROL DEVICES FOR THE DURATION OF THE PROJECT.

48. STATIONS, ELEVATIONS AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM RECENT SURVEY. THE CONTRACTOR SHALL VERIFY CONSTRUCTION STAKING DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING MATERIAL.

49. IF A CONFLICT EXISTS OR A DESIGN MODIFICATION IS REQUIRED THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN. DESIGN MODIFICATIONS SHALL BE REVIEWED AND APPROVED BY THE TOWN OF SUPERIOR PRIOR TO BEGINNING CONSTRUCTION.

50. IN CASE EXISTING CONDITIONS OR DIMENSIONS VARY FROM THOSE SHOWN ON APPROVED DRAWINGS, CONTRACTOR SHALL NOTIFY THE ENGINEER SO PROPER ADJUSTMENTS CAN BE MADE.

51. PROOF-ROLL SUBGRADE BELOW ALL CONCRETE CURB AND GUTTER, SIDEWALK, PATH, CONCRETE AND ASPHALT PAVEMENTS WITH A PNEUMATIC-TIRED AND LOADED 10-WHEEL, TANDEM-AXLE DUMP TRUCK OR WATER TRUCK WEIGHING NOT LESS THAN 18 KIPS PER AXLE TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES. COMPLETELY PROOF-ROLL SUBGRADE WITH 2 PASSES IN ONE DIRECTION. LIMIT VEHICLE SPEED TO 3 MPH. EXCAVATE SOFT SPOTS, UNSATISFACTORY SOILS, AND AREAS OF EXCESSIVE PUMPING OR RUTTING, AS DETERMINED BY ENGINEER, AND REPLACE WITH COMPACTED BACKFILL OR FILL MEETING THE PROJECT SPECIFICATIONS.

52. ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THE ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.

53. EMERGENCY ACCESS MUST BE MAINTAINED AT ALL TIMES.

54. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A DISPOSAL SITE FOR UNUSED MATERIAL, AND HAZARDOUS WASTE MATERIAL.

55. THE CONTRACTOR SHALL MAINTAIN A MANIFEST OF HAZARDOUS MATERIAL AND PROVIDE THE TOWN OF SUPERIOR WITH A COPY OF THE MANIFEST AT THE COMPLETION OF THE PROJECT.

56. ALL EXISTING UTILITIES AND IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STREETS, UTILITY LINES, FENCES, STREET LIGHTS, SIGNS, CONCRETE CURB AND GUTTER, SIDEWALKS, BIKE PATHS, METER PITS, METER VAULTS, IRRIGATION SYSTEMS, LANDSCAPE SHALL BE REPAIRED OR REPLACED TO AN EQUAL OR BETTER CONDITION PRIOR TO ACCEPTANCE OF COMPLETED WORK.

57. OWNER SHALL SUBMIT A PAPER COPY OF REDLINED RECORD CONSTRUCTION DOCUMENTS TO SUPERIOR PRIOR TO THE CONSTRUCTION ACCEPTANCE INSPECTION. REFER TO SECTION 200 OF THE DESIGN STANDARDS AND SPECIFICATIONS FOR ADDITIONAL RECORD DOCUMENT SUBMITTAL REQUIREMENTS.

58. PRIOR TO CONSTRUCTION ACCEPTANCE, ENGINEER SHALL SUBMIT A PLAN OF PROPOSED LOCATIONS FOR INSTALLATION OF RANGE POINTS TO SUPERIOR FOR APPROVAL. RANGE POINTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLES 51 AND 53 OF TITLE 38 OF THE COLORADO REVISED STATUES, AND AS REQUIRED BY THE BYLAWS AND RULES OF PROCEDURE OF THE COLORADO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. RANGE POINTS SHALL BE SET IN VALVE BOXES THAT COMPLY WITH THE DESIGN STANDARDS AND SPECIFICATIONS WITH LIDS MARKED "SURVEY POINT" OR AS OTHERWISE APPROVED BY THE TOWN

59. ENGINEER SHALL SUBMIT ALL DETENTION POINTS TO THE CDOT COLORADO STORMWATER DETENTION AND INFILTRATION FACILITIES DATABASE THAT MEETS THE REQUIREMENTS OF STATE 37-92-602 (8) PRIOR TO OPERATION OF THE DETENTION FACILITY.

60. ALL DEDICATED PUBLIC IMPROVEMENTS ON THE PROJECT SHALL BE WARRANTED FOR A PERIOD OF 2 YEARS FROM THE DATE OF INITIAL ACCEPTANCE BY THE TOWN OF SUPERIOR.

61. ALL INFRASTRUCTURE INSTALLED UNDERGROUND SHALL BE ELECTRONICALLY LOCATABLE USING COLOR CODED SOLID 10 AWG TRACER WIRE TERMINATING IN A CP MINI TEST STATION. FIRE HYDRANT TRACER WIRE AND CATHODIC PROTECTION SHALL BE LOCATED IN A GLENN 4 TEST STATION.

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Rock Creek Parkway Improvements

Town Of Superior

General Notes

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For: Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Gen notes.dwg
Scale	As Shown

Sheet: 2 Of: 25

P:\23034 Superior Rock Creek Parkway\Drawings\Plan Sheets\JT-Gen notes.dwg, General Notes, 4/5/2024 1:24:32 PM

STORM SEWER NOTES

1. STORM WATER MAINS, CULVERTS AND FITTINGS SHALL BE REINFORCED CONCRETE CONFORMING TO ASTM C–76. TYPE II OR TYPE V CONCRETE SHALL BE USED DEPENDING UPON THE SULFATE CONTENT OF THE SOIL. CSP, CMP AND PLASTIC PIPE, IF PROPOSED FOR STORM SEWER MATERIALS, SHALL REQUIRE THE REVIEW AND PRIOR WRITTEN APPROVAL OF THE DISTRICT'S ENGINEER. JOINTS SHALL BE TONGUE AND GROOVE AND BE SEALED WITH RUB'R–NEK BY K.T. SNYDER CO. OR APPROVED EQUIVALENT MATERIAL. ALL STREET AND ROAD CULVERTS SHALL BE EQUIPPED WITH END SECTIONS.
2. THE MINIMUM DIAMETER OF A TRUNK STORM WATER LINE SHALL BE EIGHTEEN INCHES (18"). THE MINIMUM DIAMETER OF A LATERAL STORM WATER LINE FROM INLETS SHALL BE FIFTEEN INCHES (15").
3. MANHOLES SHALL BE PRECAST CONCRETE CONFORMING WITH ASTM C–478. MANHOLES SHALL HAVE A MINIMUM INSIDE DIAMETER OF FOUR FEET (4') AND SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE TOWN'S DETAILS.
4. AT DROP MANHOLES, IF THE DROP HEIGHT EXCEEDS SIX FEET (6'), THEN SIX THOUSAND (6,000) PSI CONCRETE IS REQUIRED FOR THE MANHOLE STRUCTURE.
5. FOR STORM WATER MANHOLES THAT EXCEED A DEPTH OF TWENTY FEET (20'), WE MAY REQUIRE AN INTERMEDIATE PLATFORM AND SIXTY INCH (60"), MINIMUM, DIAMETER MANHOLE RISERS.
6. LOCAL FACILITIES OF THE STORM WATER SYSTEM SHALL BE INSTALLED IN A THOROUGH AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE DESIGN DOCUMENTS THAT HAVE BEEN APPROVED BY THE ENGINEER. THE MINIMUM BEDDING AND BACKFILL REQUIREMENTS FOR STORM WATER LINES SHALL BE AS SHOWN IN THE TOWN'S DETAILS.
7. EXPOSED RIPRAP IS REQUIRED TO BE TYPE M OR LARGER.
8. AT THE OUTLET OF STORM WATER LINES AND AT CURB CUTS, EROSION PROTECTION IS REQUIRED TO BE EXTENDED TO THE POND BOTTOM, OR TO THE TOE OF THE SLOPE IN A CHANNEL, WHICHEVER THE CASE MAY BE.
9. AT THE OUTLET OF STORM WATER LINES INTO A DRY DETENTION BASIN, A HARD BOTTOMED TRICKLE CHANNEL (EITHER CONCRETE OR GROUTED ROCK) IS REQUIRED THROUGH THE EROSION PROTECTION BASIN.
10. LAMP TEST: A LIGHT WILL BE FLASHED BETWEEN MANHOLES, OR IF THE MANHOLES HAVE NOT AS YET BEEN CONSTRUCTED, BETWEEN THE LOCATIONS OF THE MANHOLES, BY MEANS OF A FLASHLIGHT OR BY REFLECTING SUNLIGHT WITH A MIRROR. IF THE ILLUMINATED INTERIOR OF THE STORM SEWER MAIN SHOWS POOR ALIGNMENT, DISPLACED PIPE, EARTH OR OTHER DEBRIS IN THE PIPE, OR ANY OTHER KINDS OF DEFECTS, THE DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE REMEDIED BY THE CONTRACTOR. THE TEST WILL BE REPEATED FOLLOWING COMPLETION OF BACKFILLING AND ANY POOR ALIGNMENT, DISPLACED PIPE OR OTHER DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
11. ALL TREES ARE REQUIRED TO BE PLANTED A MINIMUM OF TEN FEET (10') FROM THE OUTSIDE OF ALL UTILITY LINES THAT ARE TO BE OWNED AND MAINTAINED BY THE DISTRICT.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT AND EROSION CONTROL AT THE SITE THROUGHOUT CONSTRUCTION.
2. PERIMETER SILT FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.)
3. BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE USED AS NECESSARY TO ADDRESS SEDIMENT AND DUST FROM SITE DISTURBANCE. ADDITIONAL MEASURES MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
4. BMP'S MAY INCLUDE, BUT ARE NOT LIMITED TO:
   a. MINIMAL DISTURBANCE FOR MINIMAL TIME PERIODS.
   b. GRAVEL CONSTRUCTION ACCESS.
   c. SILT FENCE, STRAW BALE OR SAND BAG BARRIERS, ROCK CHECK DAMS.
   d. STORM SEWER INLET PROTECTION.
   e. SEDIMENT CAPTURE PONDS.
   f. SITE WATERING FOR DUST SUPPRESSION.
5. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT BMP'S WEEKLY AND AFTER SIGNIFICANT (GREATER THAN 0.1" PRECIPITATION) STORM EVENTS. THE MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. SEDIMENT AND DEBRIS SHALL BE REMOVED WHEN THEY REACH HALF THE BMP HEIGHT OR IMPACT THE FUNCTION OF THE BMP.
6. SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING AND PERIMETER SILT FENCING. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE MULCHED AND SEEDED WITH A GRASS COVER WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION.
7. THE CONTRACTOR SHALL INSURE ALL LOADS OF CUT AND FILL SOILS IMPORTED TO OR EXPORTED FROM THE SITE ARE PROPERLY LOADED AND COVERED TO PREVENT LOSS DURING TRANSPORT.
8. THE CONTRACTOR SHALL REMOVE SEDIMENT, MUD, AND CONSTRUCTION DEBRIS RESULTING FROM THIS PROJECT FROM FLOW LINES AND PAVEMENT OF PUBLIC STREETS IN A TIMELY MANNER.
9. SOILS EXPOSED DURING LAND DISTURBING ACTIVITY SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISCING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION OR OTHER PERMANENT EROSION CONTROL IS IN PLACE. NO SOILS SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL IS INSTALLED UNLESS OTHERWISE APPROVED.
10. VEHICLE TRACKING CONTROL, INLET/OUTLET, ROCK SOCK, AND SILT FENCE PROTECTION WILL BE USED TO CONTROL EROSION DURING CONSTRUCTION.
11. ALL TEMPORARY SEDIMENT CONTROLS WILL BE REMOVED WITHIN 30 DAYS AFTER THE FINAL STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, WHICHEVER COMES FIRST.
12. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHENEVER POSSIBLE. EXPOSURE OF SOIL TO EROSION FROM REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
13. USE CURRENT CDOT/MHFD STANDARD DETAILS.

STREET EXCAVATION NOTES

1. WHERE IT IS REQUIRED TO CUT EXISTING PAVEMENT, THE CUTTING SHALL BE DONE TO A NEAT WORK LINE FULL DEPTH WITH A CONCRETE–CUTTING SAW OR OTHER METHOD AS APPROVED BY THE TOWN. PAVEMENT SHALL ONLY BE OPEN CUT WHEN APPROVED BY THE TOWN. ALL SAW WATER SLURRY SHALL BE PROPERLY CONTAINED USING APPROPRIATE BMP'S, AND IS PROHIBITED FROM ENTERING ANY STORM DRAINS. SAW WATER SLURRY SHALL BE REMOVED FROM IMPERVIOUS SURFACES AS WORK PROGRESSES.
2. ALL PAVEMENT CUTS AND EXPLORATORY POTHOLES SHALL BE REPAIRED AS REQUIRED BY THE TOWN.
3. EXISTING ASPHALT PAVEMENT SHALL BE REMOVED AS INDICATED IN THE PLANS OR DESIGNATED BY THE ENGINEER.
4. ALL REMOVALS THAT ARE NOT SALVAGEABLE SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE INDICATED ON THE PLANS AND PROJECT SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISPOSAL COSTS.
5. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF THE WORKERS AND PUBLIC PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".
6. ALL EXCAVATIONS IN EXISTING STREETS SHALL BE BACKFILLED WITH APPROVED CDOT FLOWABLE FILL FROM BEDDING MATERIAL TO FINISH SUBGRADE ELEVATION.
7. APPROPRIATE STREET PLATES SHALL BE USED OVER FLOW FILLED TRENCH EXCAVATIONS UNTIL THE FLOW FILL HAS ADEQUATELY CURED TO SUPPORT TRAFFIC LOADING AND PATCHING.
8. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROPERLY BARRICADE THE CONSTRUCTION SITE UNTIL CONSTRUCTION IS COMPLETE.
9. ALL CONCRETE AND ASPHALT MIXTURE DESIGNS SHALL BE APPROVED BY SUPERIOR PRIOR TO PLACEMENT OF CONCRETE AND ASPHALT.
10. PATCHING SHALL BE TO THE DEPTH OF THE SURROUNDING EXISTING PAVEMENT PLUS 1 INCH, OR TO THE DEPTH SHOWN IN THE LIFT DETAIL AS DIRECTED BY THE ENGINEER. THE TOP LIFT MUST UTILIZE HMA (GRADING SX)(75)(PG 64–22) OR APPROVED ALTERNATE. THE THICKNESS OF SUBSEQUENT LIFTS MUST BE EQUAL TO OR GREATER THAN THE LIFT DIRECTLY ABOVE. THE LOWER LIFTS MAY UTILIZE HMA (GRADING S OR SG)(75)(PG 64–22) OR APPROVED ALTERNATE.
11. A TACK COAT SHALL BE PLACED TO THE VERTICAL EDGES OF EXISTING ASPHALT PRIOR TO THE PLACEMENT OF LIFTS OF HMA.
12. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE ROADWAY AS DIRECTED BY THE ENGINEER.
13. FINISH TOP LIFT SHALL MEET SURFACE TOLERANCE REQUIREMENTS OF 3/16 INCH AS MEASURED WITH A 10 FOOT STRAIGHT EDGE. SURFACE EXCEEDING 3/16 INCH SHALL BE CORRECTED PRIOR TO FINAL COMPACTION.
14. IMMEDIATELY AFTER FINISH ROLLING THE HMA PATCH, THE EDGES SHALL RECEIVE AN APPLICATION OF CSS1–H TACK EXTENDING A MINIMUM OF 6 INCHES EITHER SIDE OF THE JOINT (PICTURE FRAME). APPLICATION OF CSS1–H SHALL OCCUR BEFORE THE HMA TEMPERATURE DROPS BELOW 175 DEGREES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT OF ALL VALVES AND MANHOLE RIMS THAT ARE NOT SPECIFIED TO BE ADJUSTED BY THE INDIVIDUAL UTILITY COMPANY, TO FINAL STREET GRADE.

UTILITY MAINTENANCE STATEMENT:

ALL PUBLIC WATER, REUSE WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE TOWN OF SUPERIOR PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, REUSE WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. THE TOWN IS RESPONSIBLE FOR MAINTENANCE OF THESE WATER, REUSE WATER, STORM AND SANITARY SEWER FACILITIES. THE TOWN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PRIVATE DRIVE, CURB AND GUTTER OR LANDSCAPING DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

CONCRETE

1. THE CONTRACTOR WILL PROVIDE LINE AND GRADE STAKES FOR CURB AND GUTTER ALIGNMENT. THE CURB, GUTTER, SIDEWALKS AND/OR PANS SHALL BE LAID AND MAINTAINED TO THE REQUIRED LINES AND GRADED AS STAKED AND AS SHOWN ON THE PLANS.
2. CONCRETE SHALL BE A MINIMUM OF 6" THICK COMPOSED OF TYPE II CEMENT, WITH 5–8% AIR ENTRAINMENT, MAXIMUM WATER TO CEMENT RATIO OF 0.45, A 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI, AND SHALL CONTAIN FIBER MESH REINFORCEMENT.
3. PREMOLDED PARTING STRIPS SHALL BE 1/2 INCH THICK OR MORE. THEY SHALL CONSIST OF STRIPS, WHICH HAVE BEEN FORMED FROM LAYERS OF FELT OR SHREDDED FELT, CANE, WOOD OR OTHER SUITABLE FIBERS, SECURELY BOUND TOGETHER AND UNIFORMLY IMPREGNATED WITH A SUITABLE BINDER. THEY SHALL BE OF SUCH CHARACTER THAT THEY WILL NOT BE PERMANENTLY DEFORMED BY ORDINARY HANDLING DURING HOT WEATHER OR BECOME HARD AND BRITTLE IN COLD WEATHER.
4. EXPANSION JOINTS SHALL BE FORMED AT 50 FOOT INTERVALS USING PREFORMED EXPANSION JOINT FILLER HAVING A THICKNESS OF 1/2 INCH. WHEN THE GUTTER IS CONSTRUCTED ADJACENT TO OR ON CONCRETE PAVEMENT, EXPANSION JOINTS SHALL BE LOCATED OPPOSITE OR AT EXPANSION JOINTS IN THE PAVEMENT.
5. EXPANSION JOINTS SHALL BE INSTALLED BETWEEN CONCRETE CURB AND ANY FIXED STRUCTURE, SIDEWALK OR BRIDGE. EXPANSION JOINT MATERIAL SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.
6. EXCAVATION SHALL BE MADE TO THE REQUIRED DEPTH AND TO A WIDTH THAT WILL PERMIT THE INSTALLATION AND BRACING OF THE FORMS. THE FOUNDATION SHALL BE SHAPED AND COMPACTED TO A FIRM EVEN SURFACE CONFORMING TO THE SECTION SHOWN ON THE PLANS OR AS STAKED. ALL SOFT AND YIELDING MATERIAL SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE MATERIAL.
7. CONCRETE SHALL BE PROPORTIONED, MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS FOR THE CLASS OF CONCRETE SPECIFIED. COMPACTION OF CONCRETE PLACED IN THE FORMS SHALL BE BY VIBRATION OF OTHER ACCEPTABLE METHOD. FORM SHALL BE LEFT IN PLACE UNTIL THE CONCRETE HAS SET SUFFICIENTLY SO THAT THEY CAN BE REMOVED WITHOUT INJURY TO THE CURBING. UPON REMOVAL OF THE FORMS, THE EXPOSED CURBING FACE SHALL BE IMMEDIATELY FINISHED TO A UNIFORM SURFACE. FOR THE PURPOSE OF MATCHING ADJACENT CONCRETE FINISHES OR FOR OTHER REASONS, THE ENGINEER SHALL APPROVE METHODS OF FINISHING.
8. IMMEDIATELY UPON COMPLETION OF THE FINISHING, CONCRETE SHALL BE MOISTENED AND KEPT MOIST FOR THREE DAYS, OR CONCRETE SHALL BE CURED BY THE USE OF MEMBRANE FORMING CURING COMPOUND. THE METHOD AND DETAILS OF CURING SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
9. DURING THE CURING PERIOD, ALL TRAFFIC, BOTH PEDESTRIAN AND VEHICULAR, SHALL BE EXCLUDED. VEHICULAR TRAFFIC SHALL BE EXCLUDED FOR SUCH ADDITIONAL TIME AS THE ENGINEER MAY DIRECT.
10. INSULATING BLANKETS SHALL BE USED TO COVER CONCRETE DURING CURING IF THE AMBIENT TEMPERATURE FALLS BELOW 50°F AT ANY TIME.
11. ALL CONCRETE EDGES SHALL BE ROUNDED TO A 1/4" RADIUS, EXCEPT WHERE SHOWN OTHERWISE ON DRAWINGS.

TRAFFIC CONTROL

1. TRAFFIC SHALL BE MAINTAINED WITH AT LEAST 1 LANE OF TRAVEL IN BOTH DIRECTIONS AT ALL TIMES. BIKE LANES AND/OR SHOULDERS CAN BE CLOSED DURING CONSTRUCTION.
2. ALL TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE WEIGHTED TO WITHSTAND HIGH WINDS.
3. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED AND APPROVED BY THE TOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES.
4. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH MUTCD AND TOWN STANDARDS, LATEST EDITIONS.

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Rock Creek Parkway Improvements

Town Of Superior

General Notes

REVISIONS

No	Date	By	Chk	Description
1	4–5–24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Gen notes.dwg
Scale	As Shown

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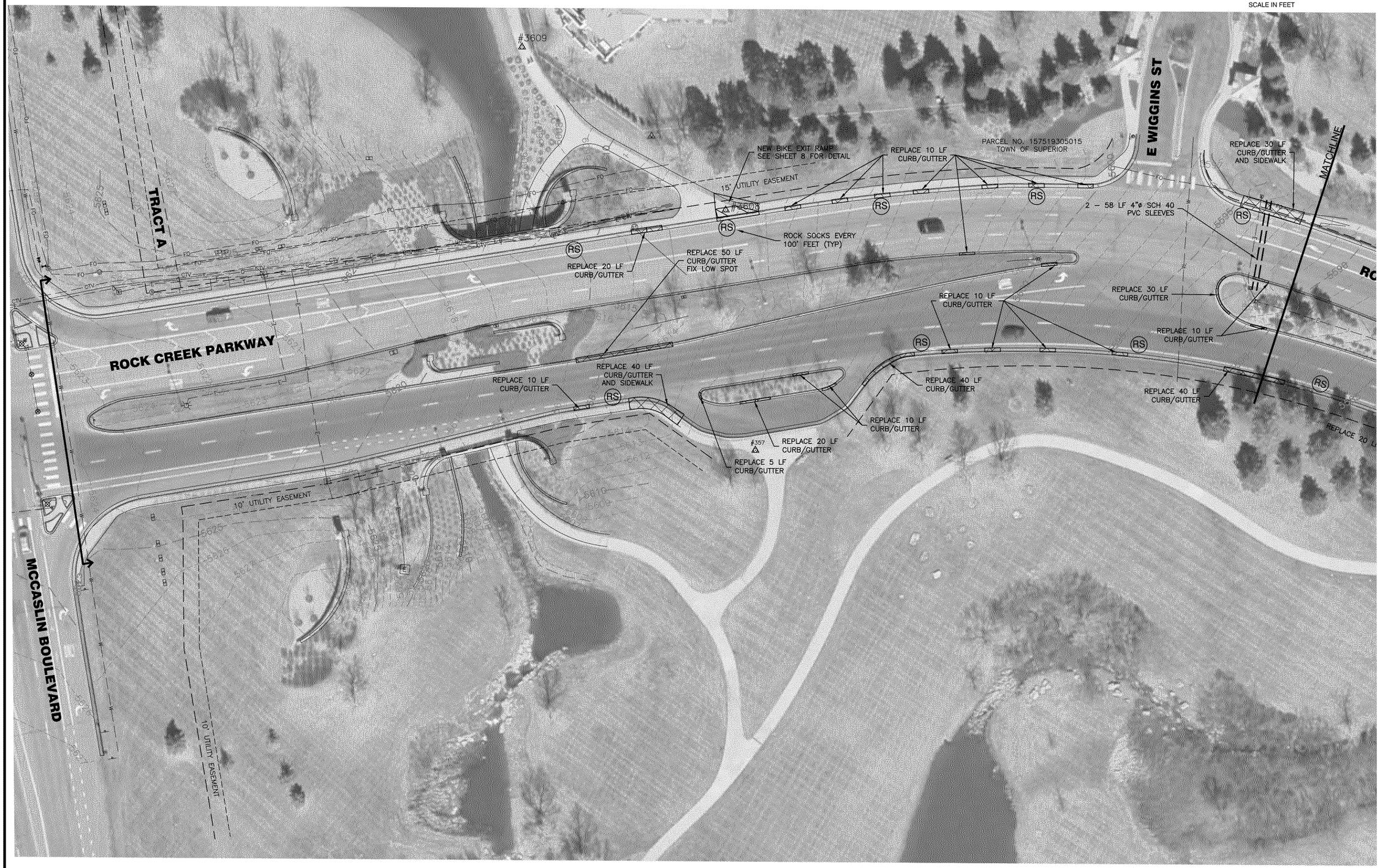
NOTES:

1. ALL LANES SHALL BE FULL DEPTH RECONSTRUCTION WITH FLYASH = TYPE C – 12" AT 8% ADD BY WEIGHT AND CEMENT = TYPE II MODIFIED – 12" AT 2% ADD BY WEIGHT STABILIZATION WITH 9"/5" ASPHALT PAVEMENT.
2. ALL COLORED CONCRETE SHALL MATCH EXISTING COLOR. CONTRACTOR TO PROVIDE COLOR SAMPLES FOR TOWN TO SELECT.
3. FINISHED GRADE PAVEMENT TO BE 1/2" ABOVE GUTTER.
4. TYPICAL PAVING ROAD SECTION DETAILS SEE SHEETS 9–12.



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Rock Creek Parkway Improvements

Site Plan

Town Of Superior

REVISIONS				
No	Date	By	Chk	Description
1	4–5–24	WSS	JFM	Issued for Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Rock Creek site.dwg
Scale	As Shown

Sheet: 4 Of: 25

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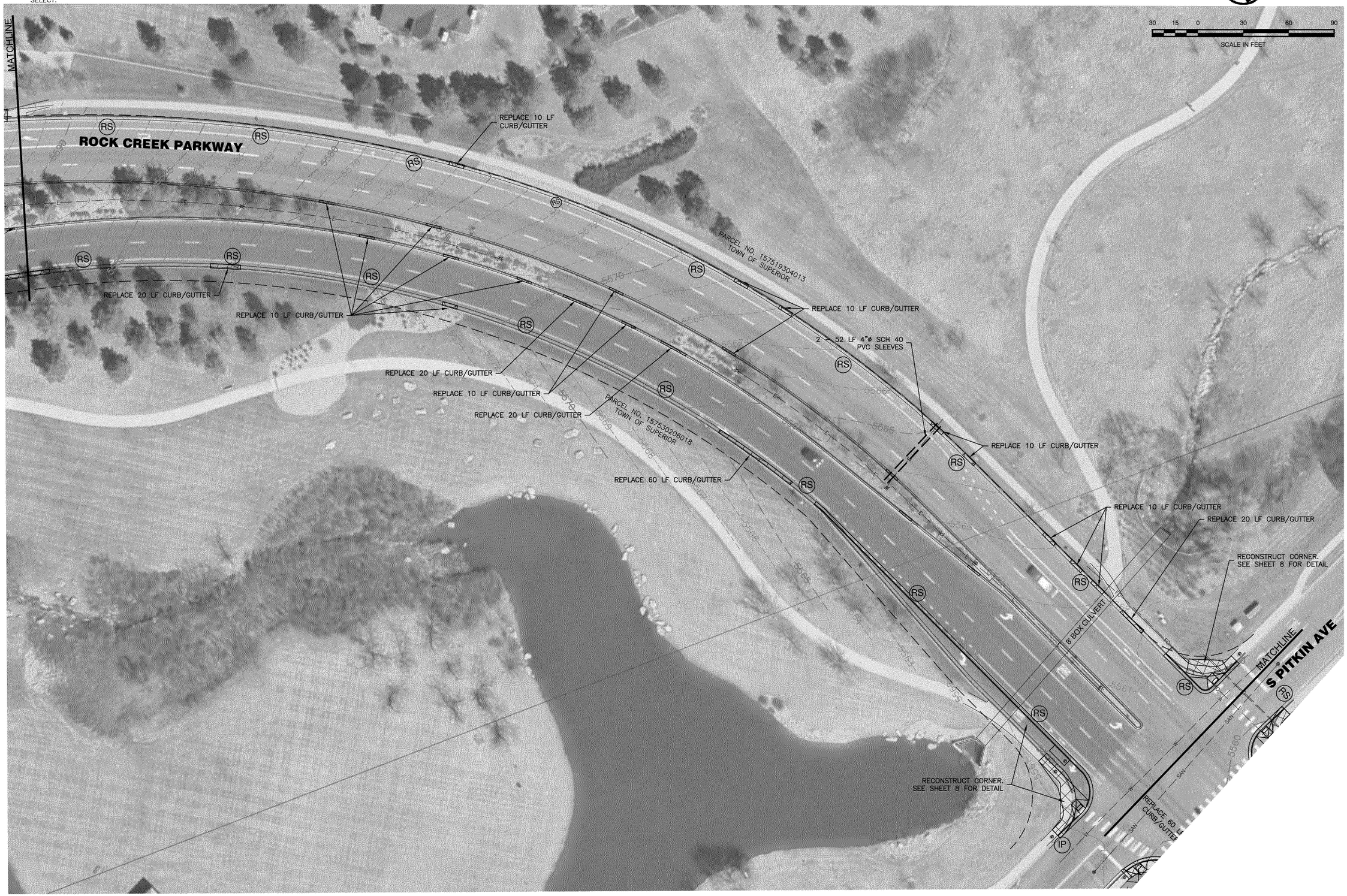

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Rock Creek Parkway Improvements

Site Plan

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4–5–24	WSS	JFM	Issued for Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Rock Creek site.dwg
Scale	As Shown

Sheet: 5 Of: 25

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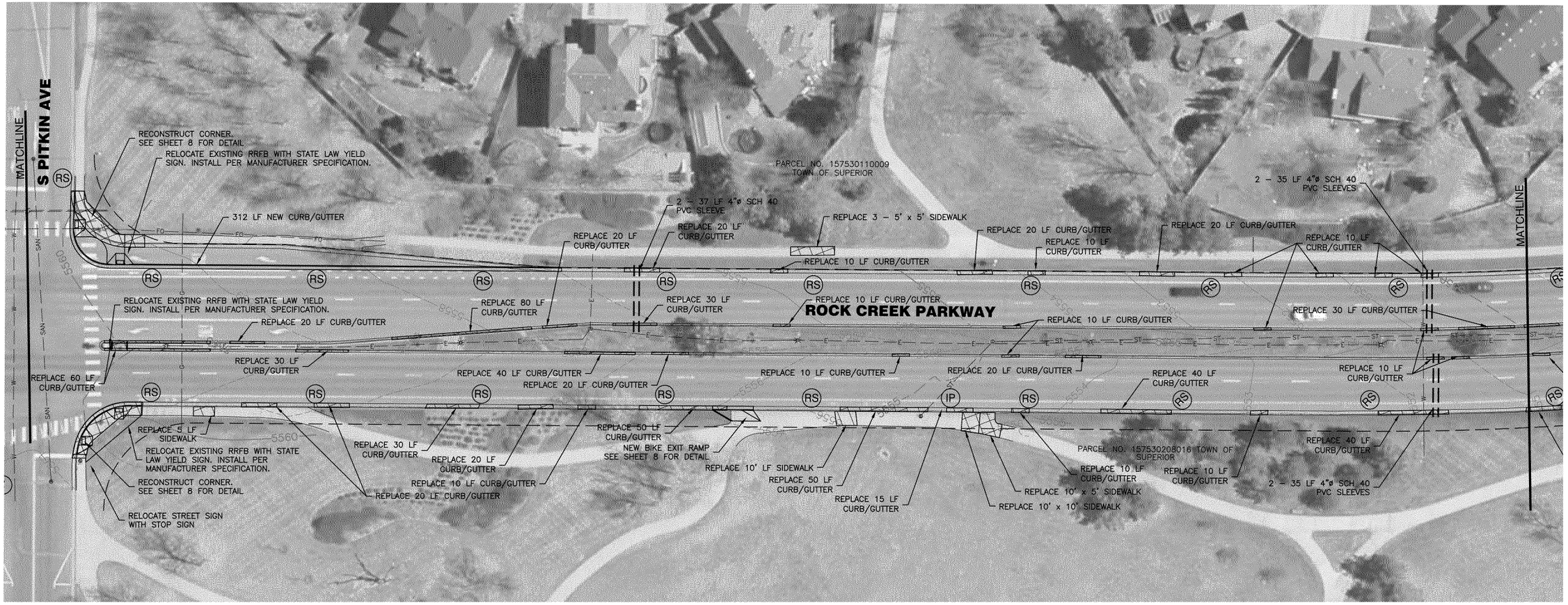

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Rock Creek Parkway Improvements

Site Plan

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Rock Creek site.dwg
Scale	As Shown

Sheet: 6 Of: 25

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NOTES:

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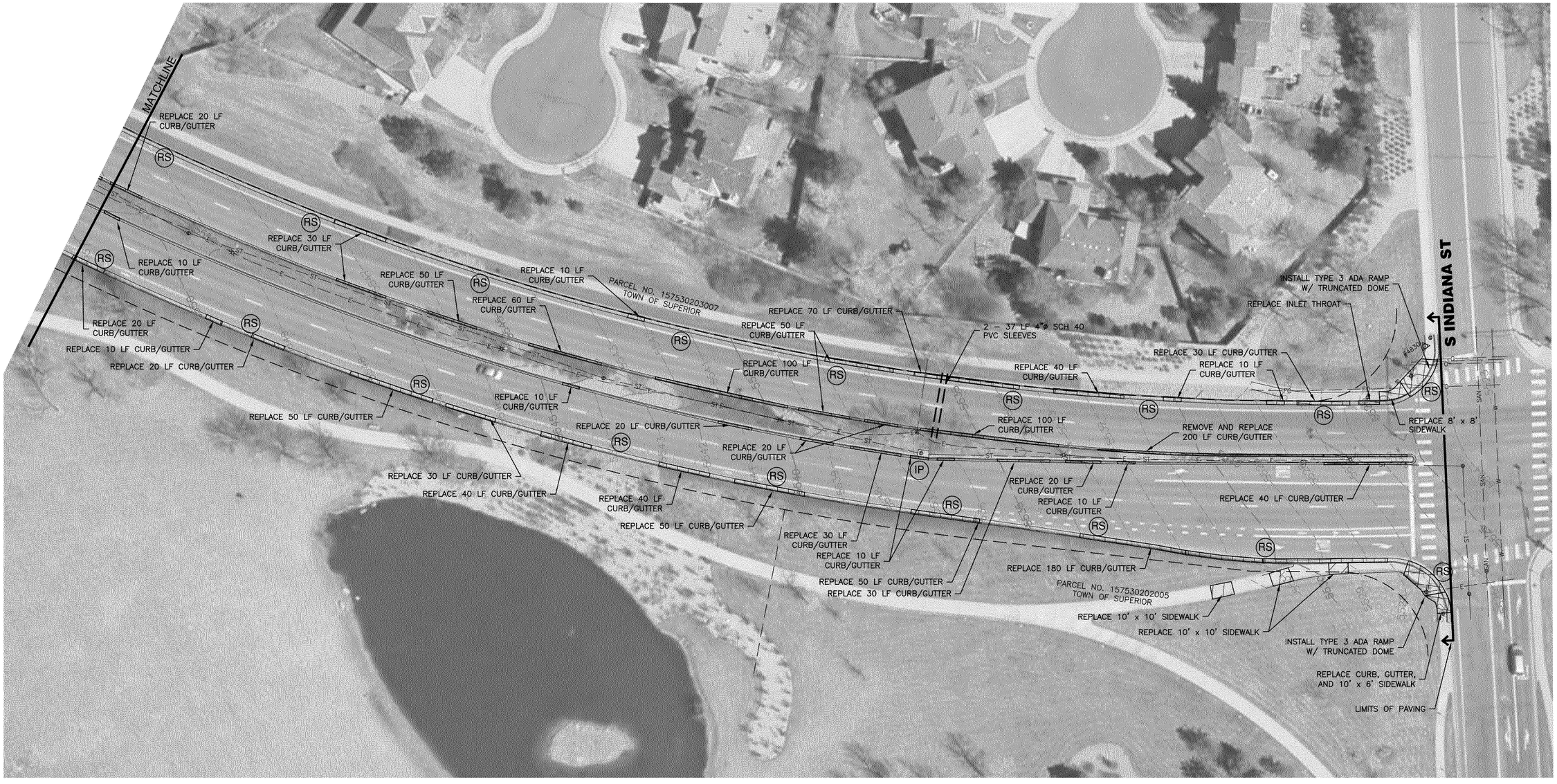

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Rock Creek Parkway Improvements

Site Plan

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
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Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Rock Creek site.dwg
Scale	As Shown

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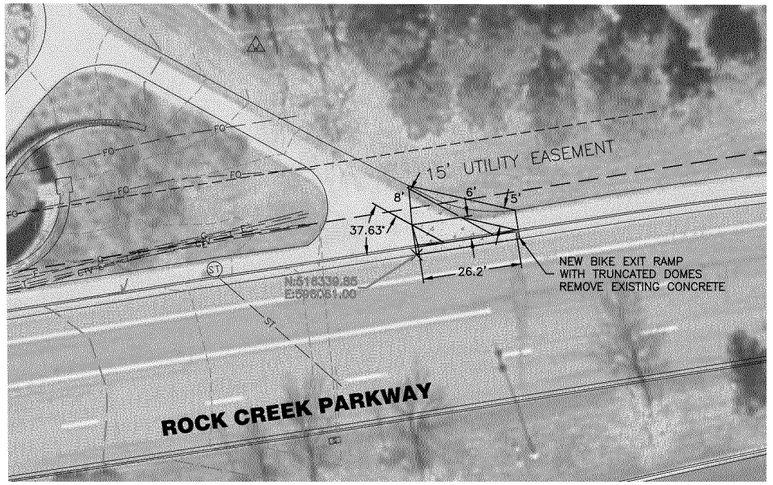

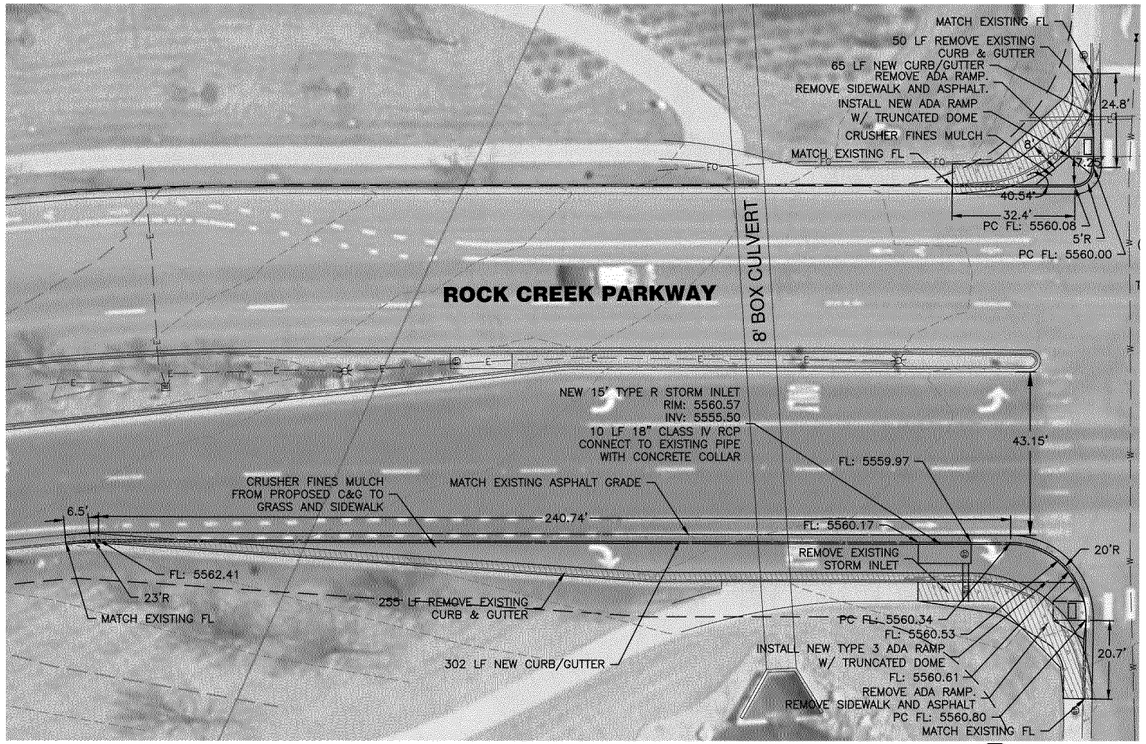



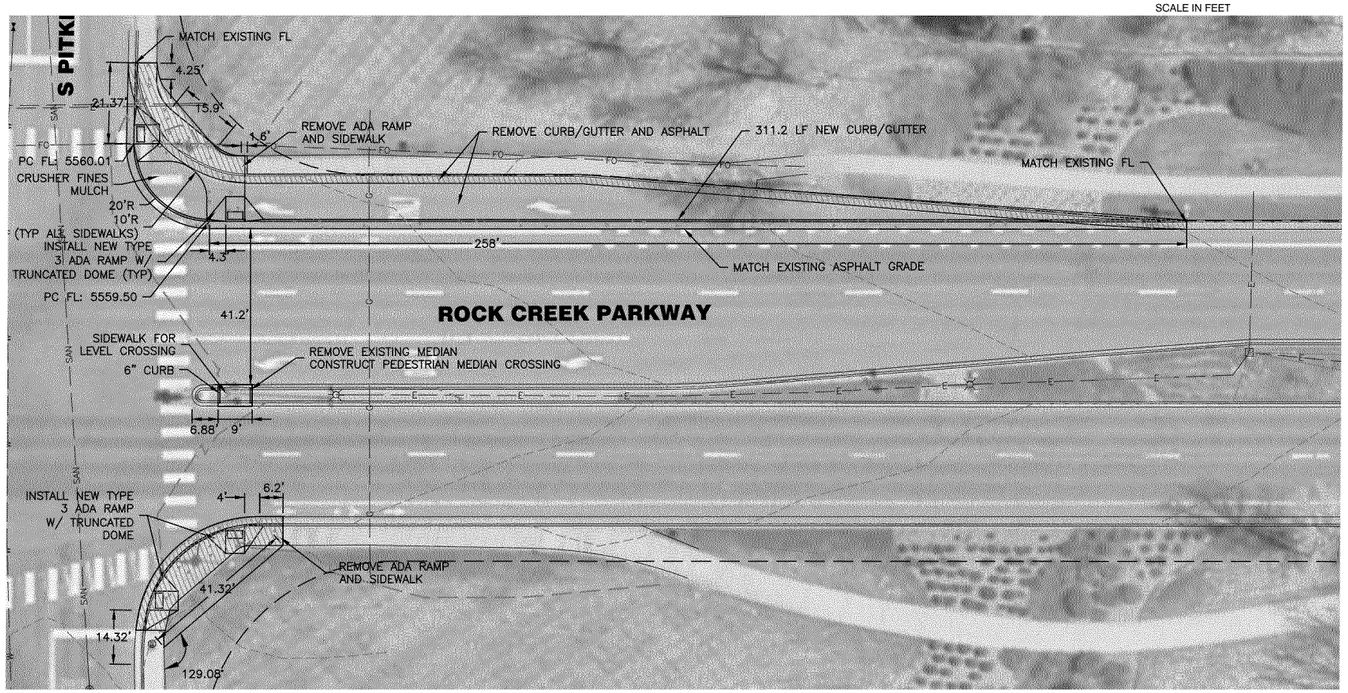

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Rock Creek Parkway Improvements

Bike Ramp And New Curb And Gutter

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-RC new cg.dwg
Scale	As Shown

Sheet: 8 Of: 25

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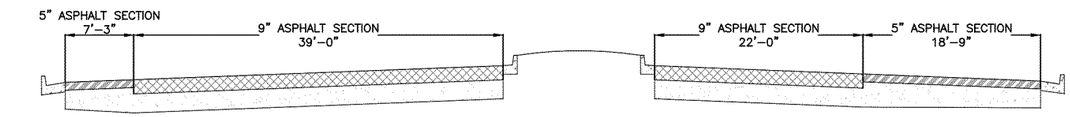
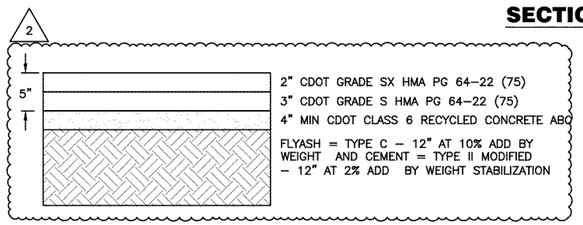
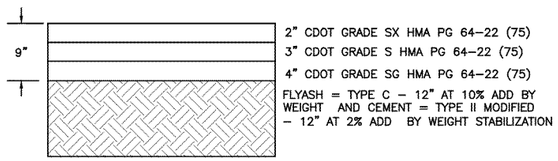


SECTION A-A



5" ASPHALT SECTION



9" ASPHALT SECTION

LEGEND

2" MILL AND OVERLAY

5" THICK ASPHALT PAVEMENT

9" THICK ASPHALT PAVEMENT

NOTES:

CDOT GRADE SX HMA PG 64-22 (75) IS TO BE A FIBER REINFORCED ASPHALT MIX

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Rock Creek Parkway Improvements

Paving Sections

Town Of Superior

REVISIONS

No	Date	By	Chk.	Description
1	4-5-24	WSS	JFM	Issued For Bid
2	4-22-24	CMSH	CMSH	Addendum 1

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-RC sections.dwg
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Sheet: 9 Of: 25

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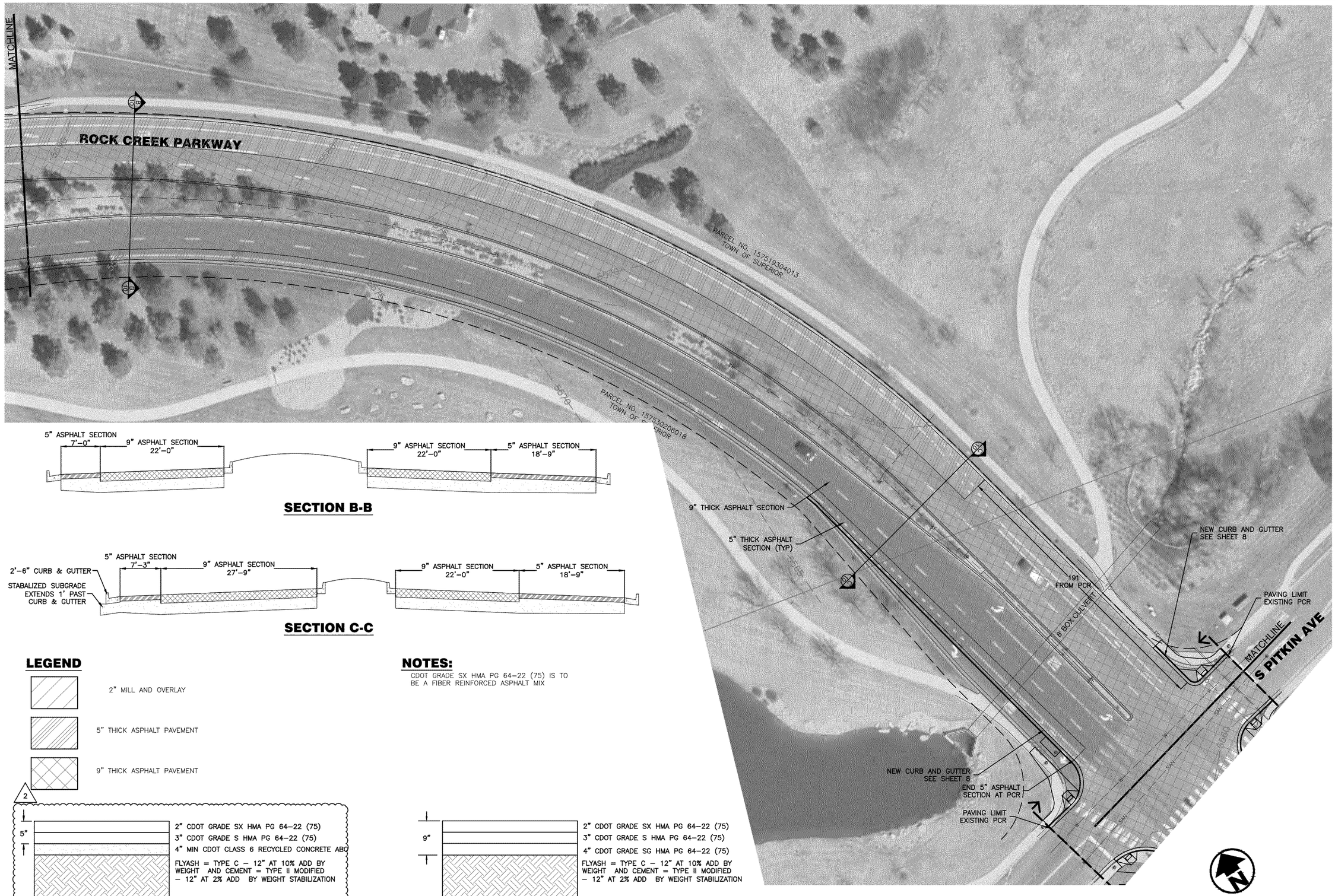

SECTION B-B

SECTION C-C

LEGEND

2" MILL AND OVERLAY

5" THICK ASPHALT PAVEMENT

9" THICK ASPHALT PAVEMENT

2

5"

2" CDOT GRADE SX HMA PG 64-22 (75)
3" CDOT GRADE S HMA PG 64-22 (75)
4" MIN CDOT CLASS 6 RECYCLED CONCRETE ABC

FLYASH = TYPE C – 12" AT 10% ADD BY WEIGHT AND CEMENT = TYPE II MODIFIED – 12" AT 2% ADD BY WEIGHT STABILIZATION

5" ASPHALT SECTION

NOTES:

CDOT GRADE SX HMA PG 64-22 (75) IS TO BE A FIBER REINFORCED ASPHALT MIX

9"

2" CDOT GRADE SX HMA PG 64-22 (75)
3" CDOT GRADE S HMA PG 64-22 (75)
4" CDOT GRADE SG HMA PG 64-22 (75)

FLYASH = TYPE C – 12" AT 10% ADD BY WEIGHT AND CEMENT = TYPE II MODIFIED – 12" AT 2% ADD BY WEIGHT STABILIZATION

9" ASPHALT SECTION

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Paving Sections

Town Of Superior

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2	4-22-24	CMSH	CMSH	Addendum 1

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-RC sections.dwg
Scale	As Shown

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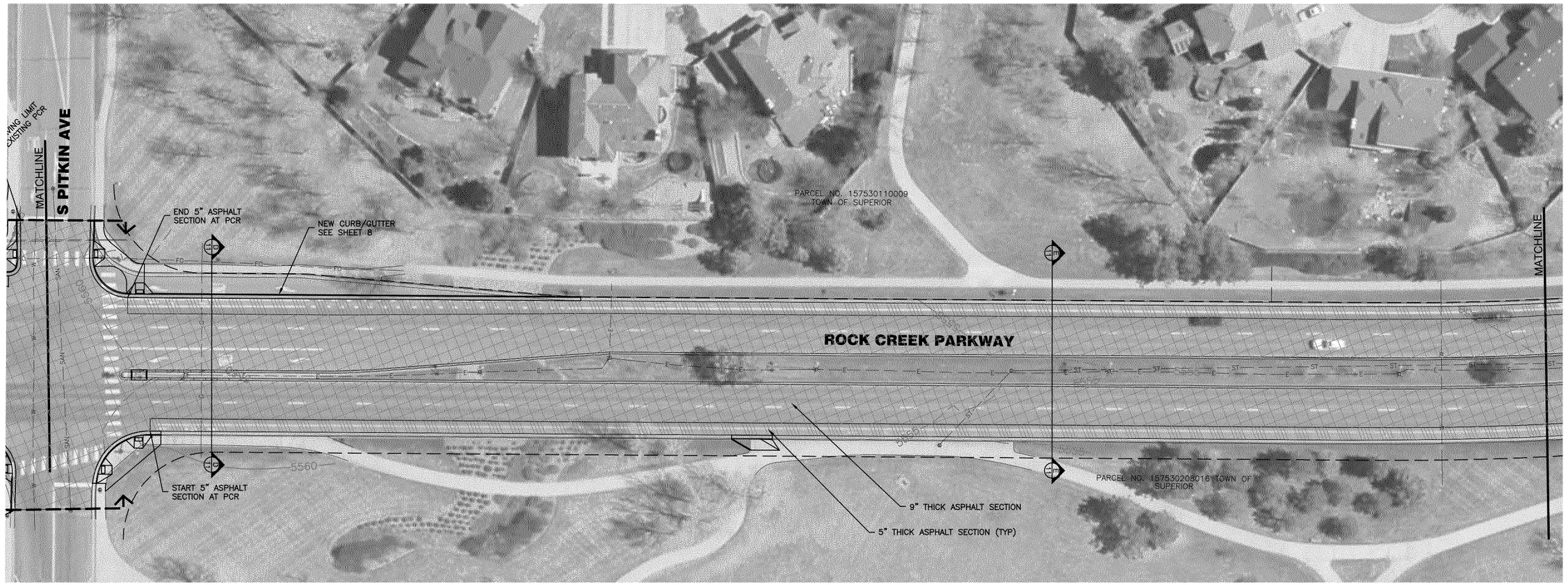

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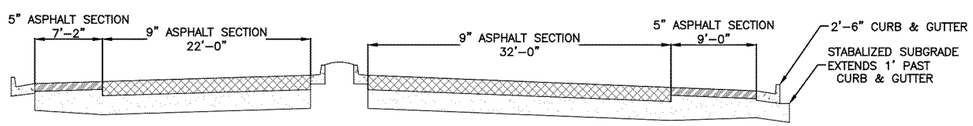
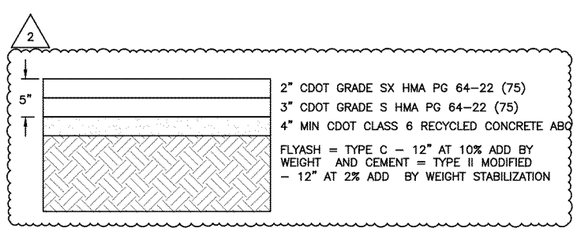


SECTION D-D



SECTION E-E



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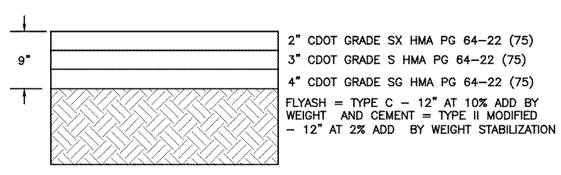
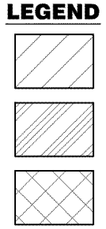


9" ASPHALT SECTION

LEGEND



2" MILL AND OVERLAY

5" THICK ASPHALT PAVEMENT

9" THICK ASPHALT PAVEMENT

NOTES:

CDOT GRADE SX HMA PG 64-22 (75) IS TO BE A FIBER REINFORCED ASPHALT MIX

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Rock Creek Parkway Improvements

Paving Sections

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid
2	4-22-24	CMSH	CMSH	Addendum 1

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-RC sections.dwg
Scale	As Shown

Sheet: 11 Of: 25

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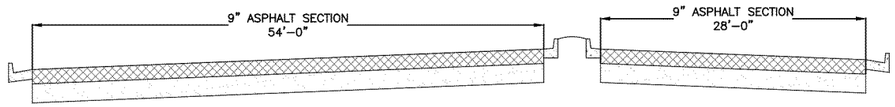
SECTION F-F



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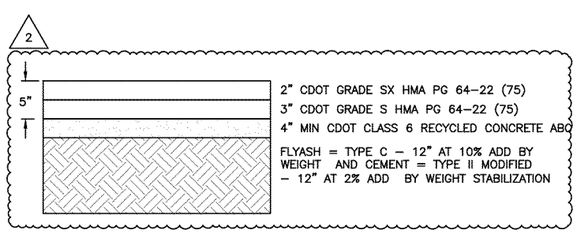

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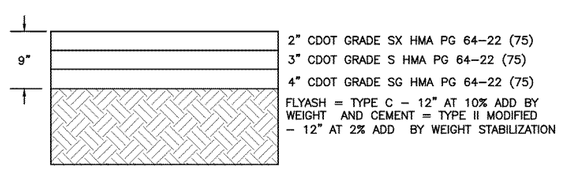

9" ASPHALT SECTION

LEGEND

- 2" MILL AND OVERLAY
- 5" THICK ASPHALT PAVEMENT
- 9" THICK ASPHALT PAVEMENT

NOTES:

CDOT GRADE SX HMA PG 64-22 (75) IS TO BE A FIBER REINFORCED ASPHALT MIX

30 15 0 30 60 90

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Rock Creek Parkway Improvements

Paving Sections

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Job #	23034
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Checked By	CMSH
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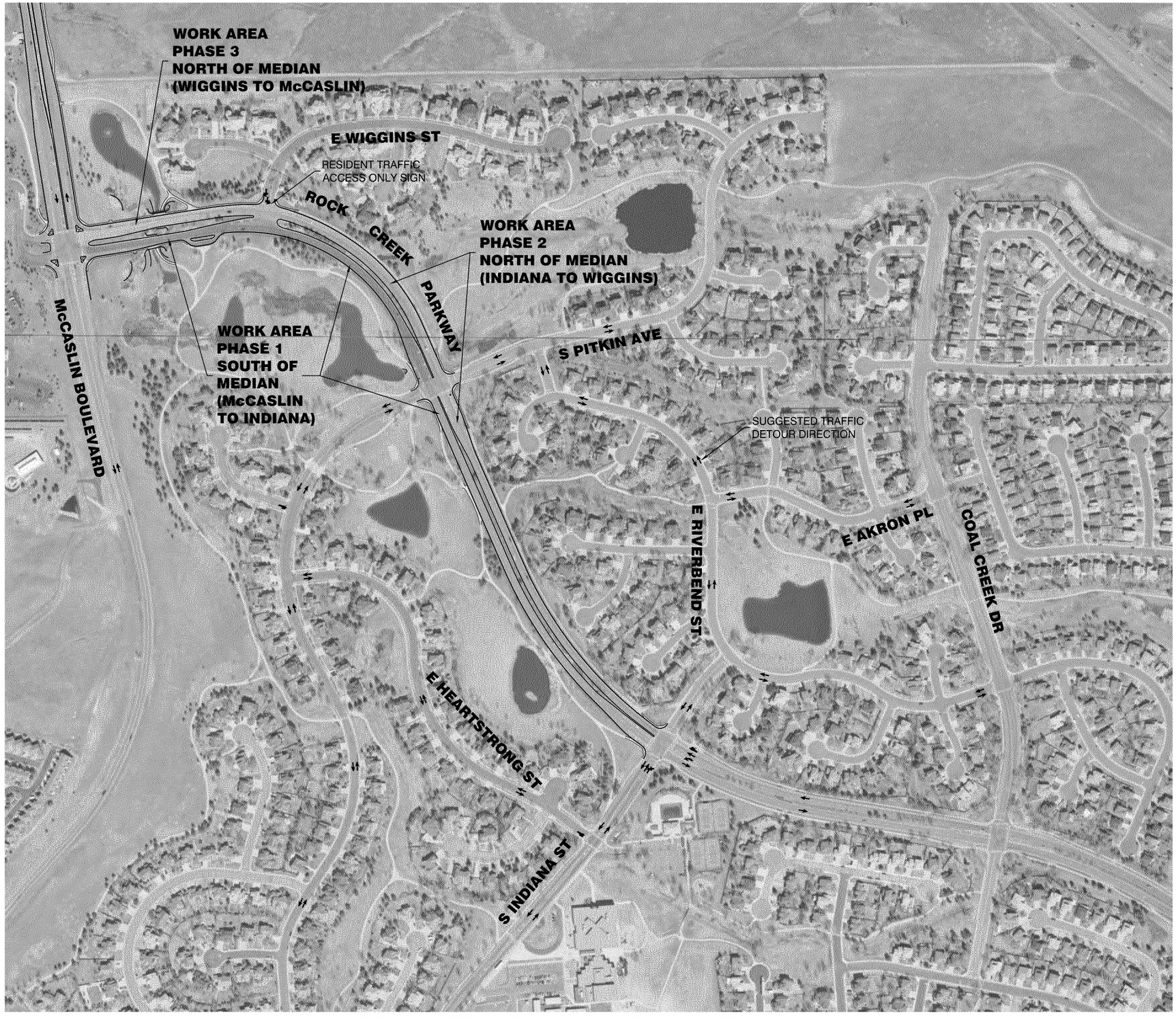
Scale	As Shown

Sheet: 12 Of: 25

P:\23034 Superior Rock Creek Parkway\Drawings\Plan Sheets\JT-RC sections.dwg, Pave Plan 4, 4/22/2024 10:33:58 AM

LEGEND		
KEY	DESCRIPTION	SIGN
A	ROAD WORK – COALTON ROAD MONTH, 2023 TO MONTH, 2023 ALTERNATE ROUTES ADVISED	ROAD WORK MAY YY–MAY YY ALTERNATE ROUTE ADVISED
B	THANK YOU XYZ CONSTRUCTION (303)555–5555	XYZ CONSTRUCTION THANKS YOU 555-555-555
C	ROAD WORK 1/2 MILE	ROAD WORK 1/2 MILE
D	SPEED LIMIT 25	SPEED LIMIT 25
E	RIGHT/LEFT LANE CLOSED 1000'	RIGHT LANE CLOSED 1000'
F	RIGHT/LEFT LANE CLOSED 500'	RIGHT LANE CLOSED 500'
G	W4–2(L)	
H	W4–2(R)	
I	ARROW PANEL	
J	TWO–WAY TRAFFIC	
K	ROAD CLOSED ON TYPE III BARRICADE	ROAD CLOSED
L	(4) MESSAGE BOARDS	
M	RIGHT LANE MUST TURN RIGHT	RIGHT LANE MUST TURN RIGHT
N	NO LEFT TURN	
O	DETOUR LEFT	DETOUR
P	DETOUR RIGHT	DETOUR
R	NO RIGHT TURN	
S	ROAD CLOSED	ROAD CLOSED TO THRU TRAFFIC
T	FINES DOUBLE	FINES DOUBLE
U	MEDIAN MERGE RIGHT	
V	WORK ZONE	WORK ZONE
W	DO NOT ENTER	DO NOT ENTER
X	BIKES MERGE WITH TRAFFIC	BIKES MERGE WITH TRAFFIC



NOTES:

1. THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.
2. ALL SIGNS AND BARRICADES TO BE WEIGHTED TO WITH STAND HIGH WINDS.
3. 4 VARIABLE MESSAGE BOARDS TO BE SUPPLIED FOR PROJECT DURATION.

TYPICAL OVERALL TRAFFIC DIRECTION AND DETOUR PLAN

300 150 0 300 600 900
SCALE IN FEET

J&T Consulting, Inc.
305 Denver Avenue - Suite D
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Ph: 303-857-6222
www.j-tconsulting.com

Rock Creek Parkway Improvements

Traffic Control Legend And Overall Signage

Town Of Superior

REVISIONS				
No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-TC legend and dtour.dwg
Scale	As Shown

Sheet: 13 Of: 25

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LEGEND	
KEY	SIGN
A	ROAD WORK NOW YY--NAME YY ALTERNATE ROUTE ADVISED
B	XYZ CONSTRUCTION THANKS YOU 555-555-555
C	ROAD WORK 1/2 MILE
D	SPEED LIMIT 25
E	RIGHT LANE CLOSED 1000'
F	RIGHT LANE CLOSED 500'
G	
H	
I	
J	
K	ROAD CLOSED
L	MESSAGE BOARDS
M	RIGHT LANE MUST TURN RIGHT
N	
O	DETOUR
P	DETOUR
R	
S	ROAD CLOSED TO THRU TRAFFIC
T	FINES DOUBLE
U	
V	WORK ZONE
W	DO NOT ENTER
X	BIKES MERGE WITH TRAFFIC

NOTES:

1. THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.
2. ALL SIGNS AND BARRICADES TO BE WEIGHTED TO WITH STAND HIGH WINDS.
3. 4 VARIABLE MESSAGE BOARDS TO BE SUPPLIED FOR PROJECT DURATION.

PHASE 1 McCASLIN TO INDIANA CLOSURE

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Rock Creek Parkway Improvements

Phase 1 Traffic Control

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Traffic ctrl south.dwg
Scale	As Shown

Sheet: 14 Of: 25

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LEGEND	
KEY	SIGN
A	ROAD WORK NEXT YY—NEXT YY ALTERNATE ROUTE ADVISED
B	XYZ CONSTRUCTION THANKS YOU 970-556-5511
C	ROAD WORK 1/2 MILE
D	SPEED LIMIT 25
E	RIGHT LANE CLOSED 1000'
F	RIGHT LANE CLOSED 500'
G	
H	
I	
J	
K	ROAD CLOSED
L	MESSAGE BOARDS
M	RIGHT LANE MUST TURN RIGHT
N	
O	DETOUR
P	DETOUR
R	
S	ROAD CLOSED TO THRU TRAFFIC
T	FINES DOUBLE
U	
V	WORK ZONE
W	DO NOT ENTER
X	RIDER MERGE WITH TRAFFIC

PHASE 1 McCASLIN TO INDIANA CLOSURE

NOTES:

1. THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.
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3. 4 VARIABLE MESSAGE BOARDS TO BE SUPPLIED FOR PROJECT DURATION.

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Rock Creek Parkway Improvements

Phase 1 Traffic Control

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Traffic ctrl south.dwg
Scale	As Shown

Sheet: 15 Of: 25

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LEGEND	
KEY	SIGN
A	ROAD WORK NOW YY-MAM YY ALTERNATE ROUTE ADVISED
B	XYZ CONSTRUCTION PHONE: YYY-YYY-YYYY
C	ROAD WORK 1/2 MILE
D	SPEED LIMIT 25
E	RIGHT LANE CLOSED 1000'
F	RIGHT LANE CLOSED 500'
G	
H	
I	
J	
K	ROAD CLOSED
L	MESSAGE BOARDS
M	RIGHT LANE MUST TURN RIGHT
N	
O	DETOUR
P	DETOUR
R	
S	ROAD CLOSED TO THRU TRAFFIC
T	FINES DOUBLE
U	
V	WORK ZONE
W	DO NOT ENTER
X	BIKES MERGE WITH TRAFFIC



PHASE 1 McCASLIN TO INDIANA CLOSURE

NOTES:

1. THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.
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3. 4 VARIABLE MESSAGE BOARDS TO BE SUPPLIED FOR PROJECT DURATION.

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Rock Creek Parkway Improvements

Phase 1 Traffic Control

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Traffic ctrl south.dwg
Scale	As Shown

Sheet: 16 Of: 25

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PHASE 2 WIGGINS TO INDIANA CLOSURE

LEGEND	
KEY	SIGN
A	ROAD WORK NOW YY–MM XX ALTERNATE ROUTE ADVISED
B	XXX CHECK BEFORE THINKING YOU STOP–YOU DO
C	ROAD WORK 1/2 MILE
D	SPEED LIMIT 25
E	RIGHT LANE CLOSED 1000'
F	RIGHT LANE CLOSED 500'
G	
H	
I	
J	
K	ROAD CLOSED
L	MESSAGE BOARD
M	RIGHT LANE MUST TURN RIGHT
N	
O	DETOUR
P	DETOUR
R	
S	ROAD CLOSED TO THRU TRAFFIC
T	FINES DOUBLE
U	
V	WORK ZONE
W	DO NOT ENTER
X	WHEN MERGE WITH TRAFFIC

NOTES:

1. THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.
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3. 4 VARIABLE MESSAGE BOARDS TO BE SUPPLIED FOR PROJECT DURATION.

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Rock Creek Parkway Improvements

Phase 2 Traffic Control

Town Of Superior

REVISIONS				
No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	T-New Traffic ctrl ph 2.dwg
Scale	As Shown

Sheet: 17 Of: 25

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PHASE 2 WIGGINS TO INDIANA CLOSURE

REVISIONS				
No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Town Of Superior

Rock Creek Parkway Improvements

Phase 2 Traffic Control

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Job # 23034
Date 2/14/24
Drawn By WSS
Designed By WSS
Checked By CMSH
File T-New Traffic ctrl ph 2.dwg
Scale As Shown

Sheet: 18 Of: 25

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LEGEND	
KEY	SIGN
A	ROAD WORK NAME YY—NAME YY ALTERNATE ROUTE ADVISED
B	XYZ CONSTRUCTION PHONE: YYY-YYY-YYYY
C	ROAD WORK 1/2 MILE
D	SPEED LIMIT 25
E	RIGHT LANE CLOSED 1000'
F	RIGHT LANE CLOSED 500'
G	
H	
I	
J	
K	ROAD CLOSED
L	MESSAGE BOARD
M	RIGHT LANE MUST TURN RIGHT
N	
O	DETOUR
P	DETOUR
R	
S	ROAD CLOSED TO THRU TRAFFIC
T	FINES DOUBLE
U	
V	WORK ZONE
W	DO NOT ENTER
X	BIKES MERGE WITH TRAFFIC



PHASE 2 WIGGINS TO INDIANA CLOSURE

NOTES:

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Rock Creek Parkway Improvements

Phase 2 Traffic Control

Town Of Superior

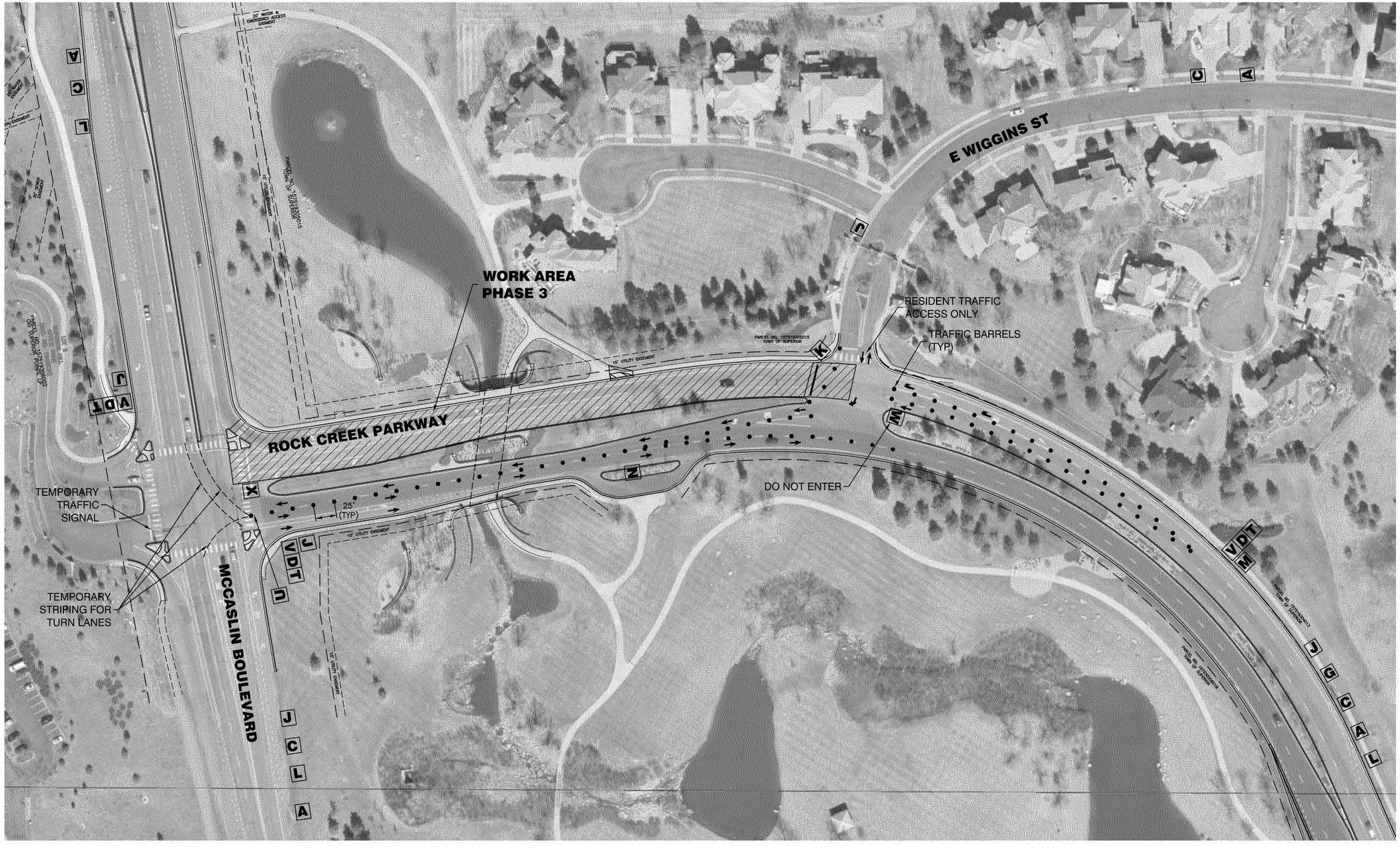
REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-New Traffic ctrl ph 2.dwg
Scale	As Shown

Sheet: 19 Of: 25

LEGEND	
KEY	SIGN
A	ROAD WORK NOW YY—NOW YY ALTERNATE ROUTE ADVISED
B	XYZ CONSTRUCTION THANKS YOU
C	ROAD WORK 1/2 MILE
D	SPEED LIMIT 25
E	RIGHT LANE CLOSED 1000'
F	RIGHT LANE CLOSED 500'
G	
H	
I	
J	
K	ROAD CLOSED
L	MESSAGE BOARD
M	RIGHT LANE MUST TURN RIGHT
N	
O	DETOUR
P	DETOUR
R	
S	ROAD CLOSED TO THRU TRAFFIC
T	FINES DOUBLE
U	
V	WORK ZONE
W	DO NOT ENTER
X	WORKS MERGE WITH TRAFFIC



PHASE 3 WIGGINS TO McCASLIN CLOSURE

NOTES:

1. THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.
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3. 4 VARIABLE MESSAGE BOARDS TO BE SUPPLIED FOR PROJECT DURATION.

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Rock Creek Parkway Improvements

Phase 3 Traffic Control

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Traffic ctrl.dwg
Scale	As Shown

Sheet: 20 Of: 25

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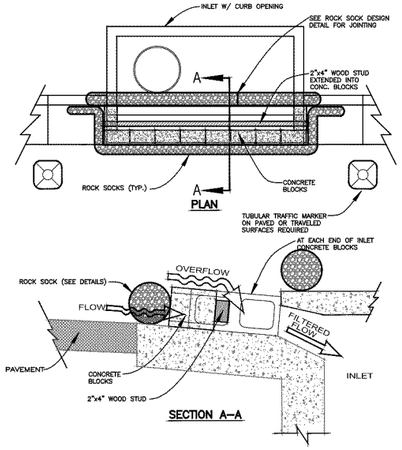
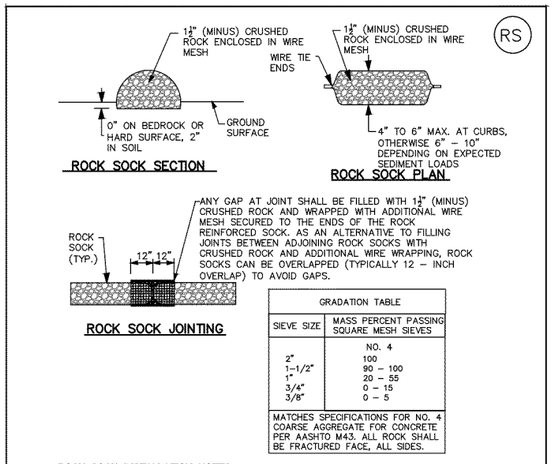


INLET PROTECTION INSTALLATION NOTES:

1. INLET PROTECTION SHALL BE INSTALLED WITHIN 48 HOURS OF CONSTRUCTING THE INLET.
2. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS. SEE SHEET 600–15.
3. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
4. GRAVEL SOCKS SHALL BE PLACED AROUND THE CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINTED IN ACCORDANCE WITH THE ROCK SOCK DESIGN DETAIL.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

Town of Superior	INLET GRAVEL FILTER – SUMP	
	DATE: JANUARY 2019	SHEET 600–14



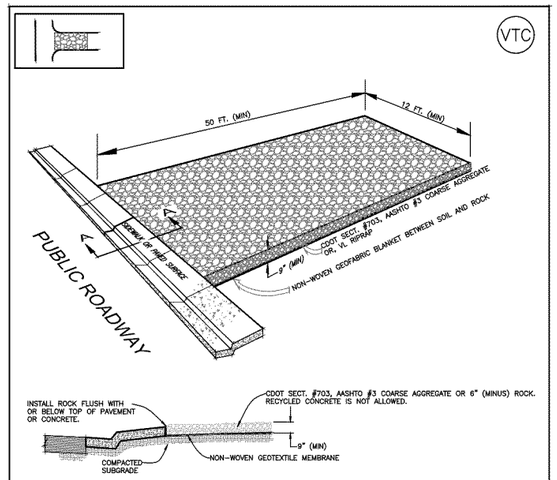
GRADATION TABLE	
SIEVE SIZE	MASS PERCENT PASSING SQUARE MESH SIEVES
	NO. 4
2"	100
1–1/2"	90 – 100
1"	20 – 55
3/4"	0 – 15
3/8"	0 – 5
MATCHES SPECIFICATIONS FOR NO. 4 COARSE AGGREGATE FOR CONCRETE PER AASHTO M43. ALL ROCK SHALL BE FRACTURED FACE, ALL SIDES.	

ROCK SOCK INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION OF ROCK SOCKS.
2. CRUSHED ROCK SHALL BE 1–1/2 " (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1–1/2" MINUS).
3. WIRE MESH SHALL BE FABRICATED OD 10 GAGE POULTRY MESH OR EQUIVALENT WITH A MAXIMUM OPENING OF 1/2", RECOMMENDED MINIMUM ROLL WIDTH OF 48".
4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

Town of Superior	ON GRADE INLET PROTECTION ROCK SOCK	
	DATE: JANUARY 2019	SHEET 600–15

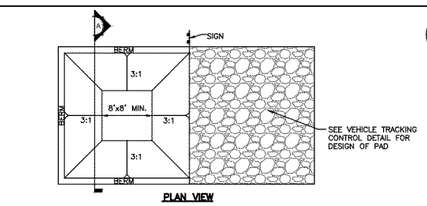


NOTES:

1. ALL ROCK TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
2. PUBLIC ROADWAY TO BE KEPT CLEAN AND FREE OF MUD, DIRT AND DEBRIS AT ALL TIMES.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AS DIRECTED BY THE TOWN.
4. ALTERNATIVE METHODS SUCH AS REINFORCED CONCRETE OR CATTLE CROSSING GUARD "WASH RACKS", CONSTRUCTION MATS OR TURF REINFORCEMENT MATS WILL BE CONSIDERED WITH PRIOR APPROVAL FROM THE TOWN.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

Town of Superior	VEHICLE TRACKING CONTROL PAD	
	DATE: JANUARY 2019	SHEET 600–17



CONCRETE WASHOUT AREA INSTALLATION NOTES:

1. SEE PLAN VIEW FOR LOCATIONS OF CONCRETE WASH AREA.
2. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT.
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATIONS OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

CONCRETE WASHOUT AREA MAINTENANCE NOTES:

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, DRILL SEED AND CRIMP MULCH OR OTHERWISE STABILIZE IN A MANNER APPROVED BY THE TOWN.
4. INSPECT WEEKLY, DURING AND AFTER ANY STORM EVENT.
5. PORTABLE ROLL–OFF TYPE OF CONCRETE WASHOUT FACILITIES WILL ALSO BE ALLOWED.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

Town of Superior	CONCRETE WASHOUT AREA	
	DATE: JANUARY 2019	SHEET 600–18

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Rock Creek Parkway Improvements

Erosion Control Details

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4–5–24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Details.dwg
Scale	As Shown

Sheet: 21 Of: 25

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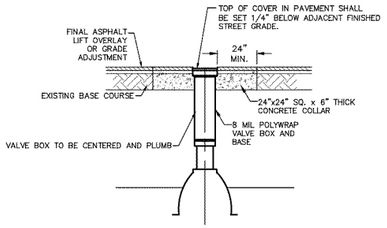
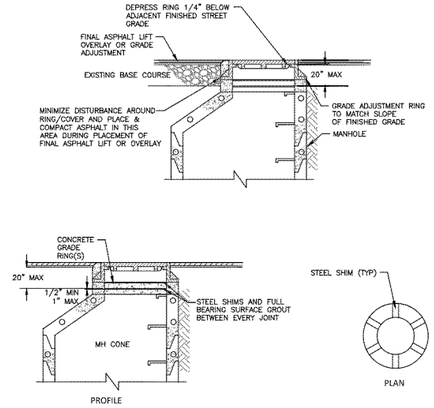


THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

Town of Superior — Gateway to Boulder Valley

VALVE BOX ADJUSTMENT	
DATE: JANUARY 2019	SHEET 400–6



NOTES:

1. FULL BEARING SURFACE SHALL BE GROUTED WITH STEEL SHIMS, MINIMUM 6 LOCATIONS AROUND MANHOLE TO MATCH PROFILE OF ADJACENT SURFACES.
2. SMOOTH CHIMNEY INSIDE AND OUTSIDE WITH GROUT

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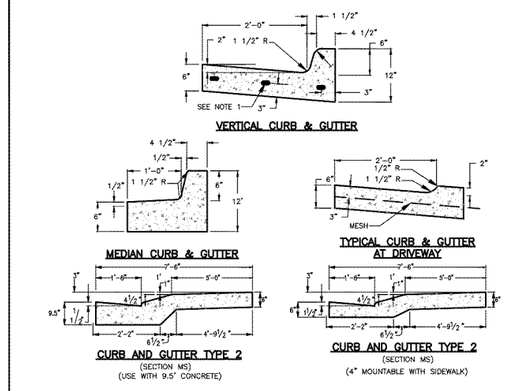
Town of Superior — Gateway to Boulder Valley

MANHOLE RING AND COVER ADJUSTMENT DETAIL	
DATE: JANUARY 2019	SHEET 400–24



NOTES:

1. NO. 5 EPOXY COATED REBAR SHALL BE USED IN ALL CURB RETURNS WITH 25' OR LARGER RADII. THE REBAR SHALL BE USED FROM BEGINNING TO END OF THE CURB RETURN AND BE FULLY SUPPORTED WITH STEEL CHAIRS.
2. SUBGRADE UNDER CURB, GUTTER AND SIDEWALK TO BE COMPACTED TO 95% AASHTO T-180.
3. ALL ATTACHED SIDEWALK SHALL BE PLACED MONOLITHIC WITH THE CURB AND GUTTER.
4. CONCRETE TO BE CDOT B/D 4,500 PSI STRENGTH
5. REMOVE AND REPLACE SECTIONS OF CURB AND GUTTER/SIDEWALK SHALL BE REMOVED FROM CONTROL JOINT TO CONTROL JOINT. #5 X 24 INCH EPOXY COATED REBAR DOWELS SHALL BE DRILLED AND EPOXIED 12 INCHES INTO EXISTING CONCRETE, MINIMUM 3 LOCATIONS

2 — 6. 12" CDOT CLASS 6 RECYCLED CONCRETE ABC BASE UNDER ALL CURB, GUTTER, AND SIDEWALK

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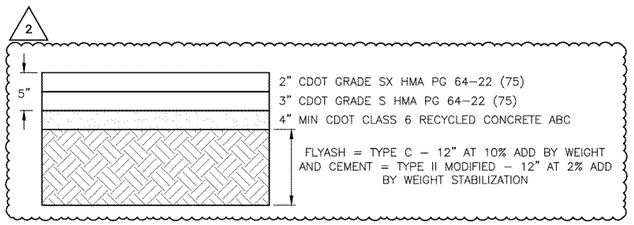
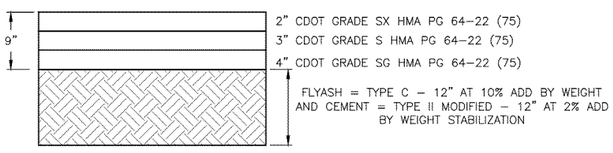
Town of Superior — Gateway to Boulder Valley

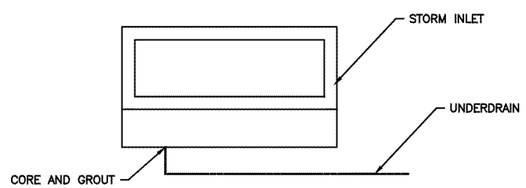
CURB, GUTTER, AND WALK	
DATE: JANUARY 2019	SHEET 800–1



5" ASPHALT SECTION



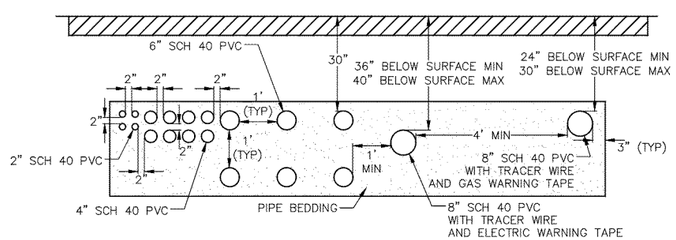
9" ASPHALT SECTION



INLET UNDERDRAIN DETAIL

NOTES:

1. PLACE MINIMUM 10 LF OF UNDERDRAIN PIPE ADJACENT TO ALL INLETS IF NO OTHER UNDERDRAIN IS PRESENT



NOTES:
4 – 2 INCH SCH 40 SLEEVES WITH CAPS, TRACER WIRE, AND BURIED UTILITIES WARNING TAPE.
8 – 4 INCH SCH 40 SLEEVES WITH CAPS, TRACER WIRE, AND BURIED UTILITIES WARNING TAPE.
6 – 6 INCH SCH 40 SLEEVES WITH CAPS, TRACER WIRE, AND BURIED UTILITIES WARNING TAPE.
2 – 8 INCH SCH 40 SLEEVES WITH CAPS, TRACER WIRE, AND WARNING TAPE AS LABELED ABOVE.

1. ALL SLEEVES HAVE GLUED CAPS BOTH ENDS
2. INSTALL 10 AWG TRACER WIRE TO THE TOP OF SLEEVES AND TERMINATE IN CP MINI TEST STATION EACH END.
3. MARK LOCATION ON TOP OF CURB WITH 4" 'C'

SLEEVE DETAIL

N.T.S.

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303-857-6222
www.jtconsulting.com

Rock Creek Parkway Improvements

Details

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4–5–24	WSS	JFM	Issued For Bid
2	4–22–24	CMSH	CMSH	Addendum 1

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Details.dwg
Scale	As Shown

Sheet: 22 Of: 25

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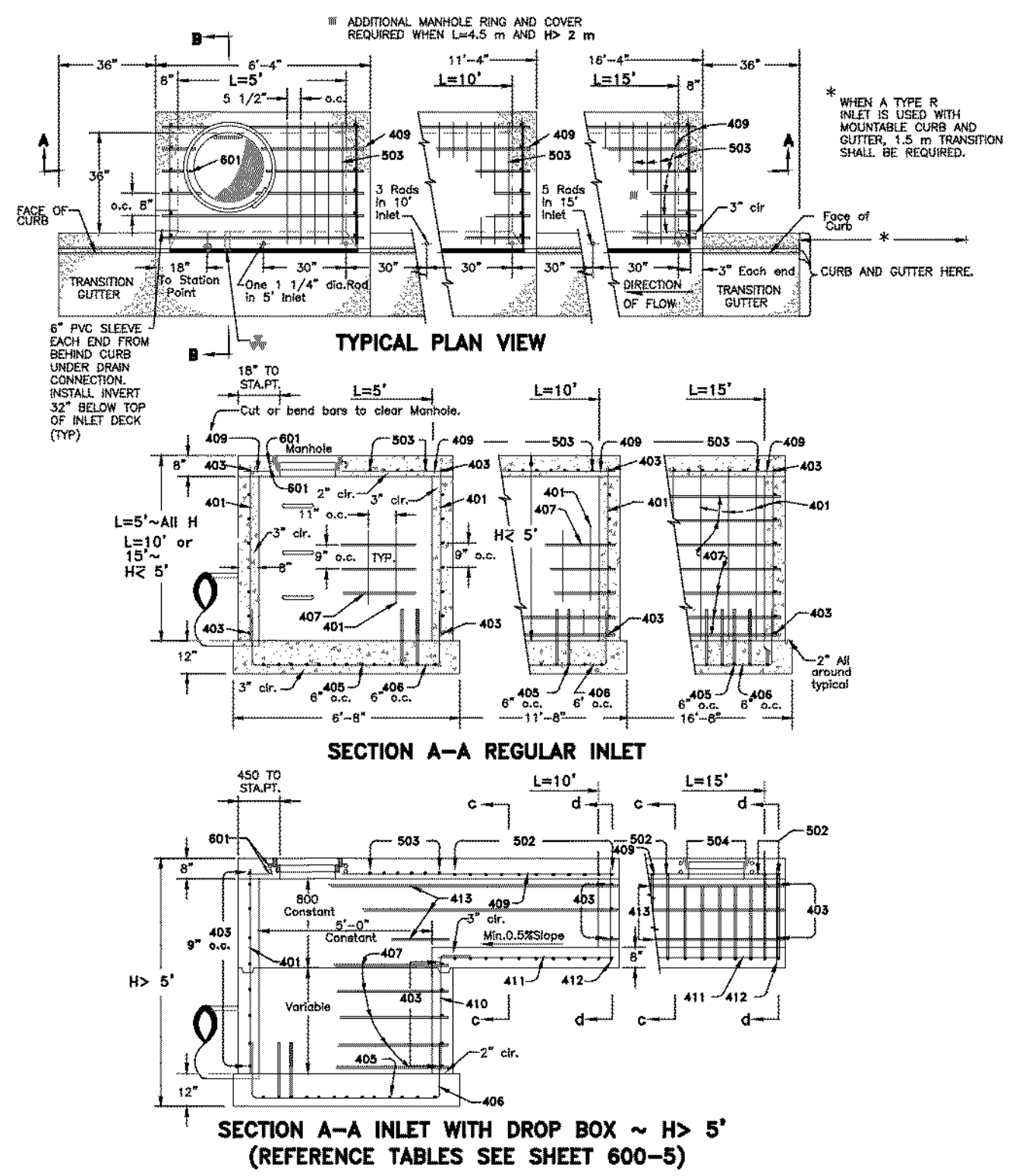

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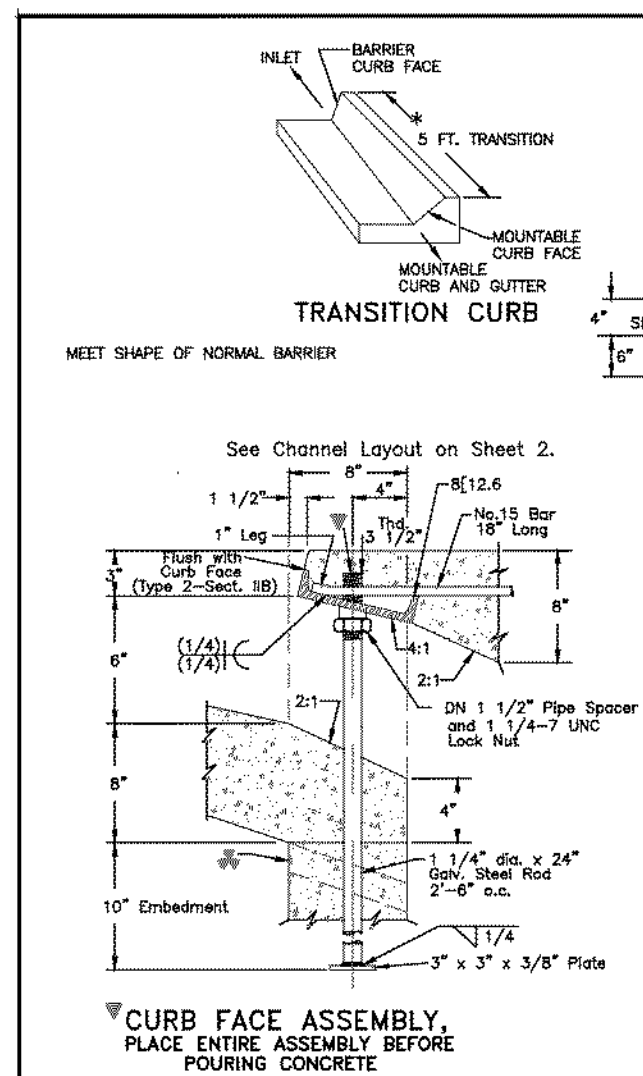
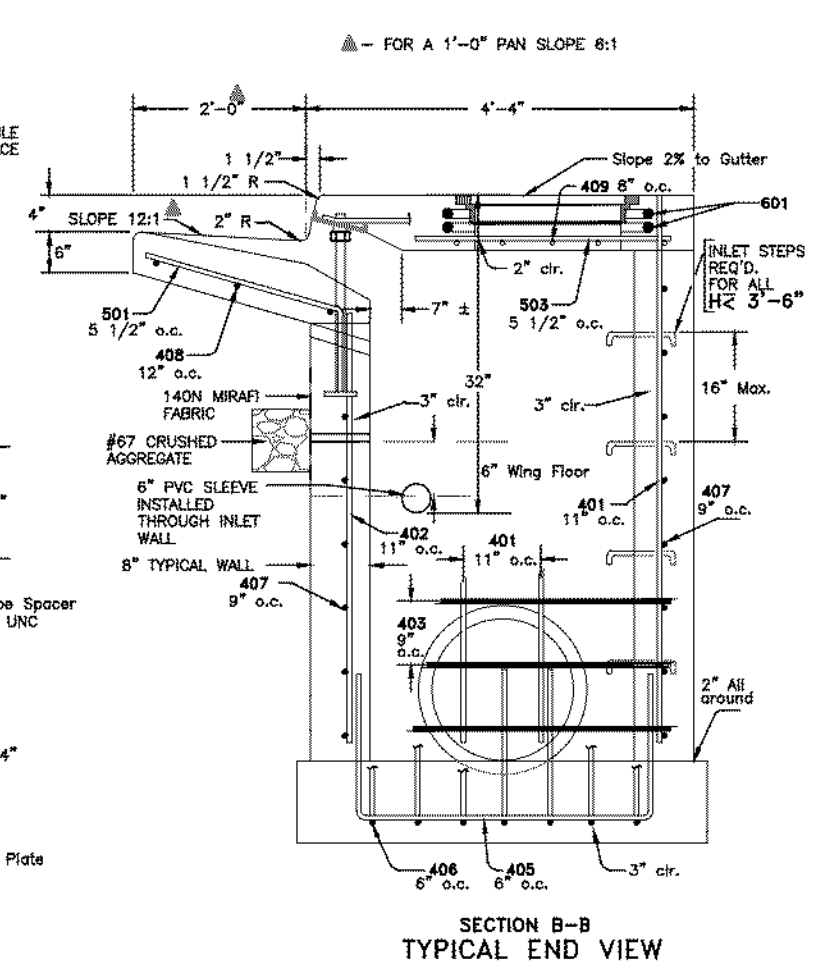
Town of Superior — Gateway to Boulder Valley

CURB INLET TYPE R
SHEET 1 OF 3
(CDOT M-604-12)

DATE: JANUARY 2019 | SHEET 600-3

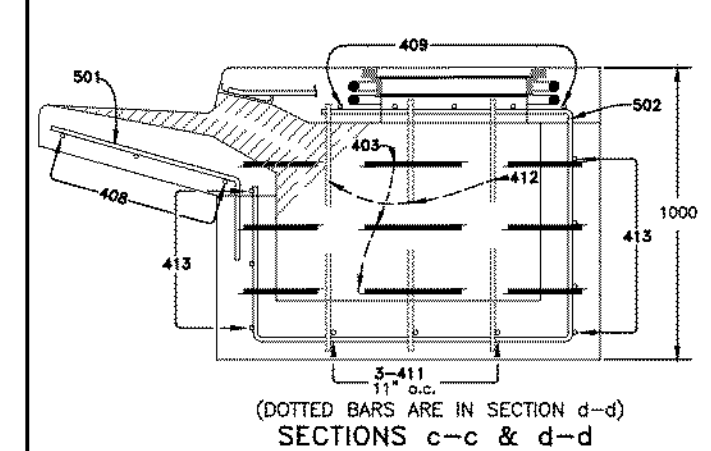




NOTES:

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

2" DIAMETER PVC WEEP HOLES IN FRONT WALL OF INLET SHALL BE PLACED 2' O.C. INSTALL 12" BELOW FLOWLINE OF GUTTER. ATTACH 140N MIRAFI FABRIC ACROSS SURFACE OF WEEP HOLES AND PLACE A 12"x12" SECTION OF #67 CRUSHED AGGREGATE THE LENGTH OF THE INLET.



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Town of Superior — Gateway to Boulder Valley

CURB INLET TYPE R
SHEET 2 OF 3
(CDOT M-604-12)

DATE: JANUARY 2019 | SHEET 600-4

TABLE ONE ~ BAR LIST FOR CURB INLETS, TYPE "R"

MARK	DIA (in)	O.C. SPACING (in)	TYPE	ALL INLETS L= → 5' NO. REQ'D.	ALL INLETS L= → 5' LENGTH (ft-in)	INLETS, H ≷ 5' 10' NO. REQ'D.	INLETS, H ≷ 5' 10' LENGTH (ft-in)	INLETS, H ≷ 5' 15' NO. REQ'D.	INLETS, H ≷ 5' 15' LENGTH (ft-in)	INLETS, H > 5' 10' NO. REQ'D.	INLETS, H > 5' 10' LENGTH (ft-in)	INLETS, H > 5' 15' NO. REQ'D.	INLETS, H > 5' 15' LENGTH (ft-in)
401	1/2"	11"	II	15	*	21	*	26	*	11	*	11	*
402		11"	II	7	*	13	*	18	*	7	*	7	*
403		9"	II	*	4'-0"	*	4'-0"	*	4'-0"	*	4'-0"	*	4'-0"
405		6"	VI	11	6'-10"	21	6'-10"	31	6'-10"	11	6'-10"	11	6'-10"
406		6"	VIII	7	8'-10"	7	13'-10"	7	18'-10"	7	8'-10"	7	8'-10"
407		9"	II	*	5'-10"	*	10'-10"	*	15'-10"	*	5'-10"	*	5'-10"
408		12"	II	3	6'-0"	3	11'-0"	3	16'-0"	3	11'-0"	3	16'-0"
409		8"	II	6	5'-10"	6	10'-10"	6	15'-10"	6	10'-10"	6	15'-10"
410		11"	VI							3	*	3	*
411		11"	II							3	5'-2"	3	10'-2"
412		11"	II							3	2'-9"	3	2'-9"
413		9"	II							7	10'-10"	7	15'-10"
501	5/8"	5 1/2"	IV	11	3'-4"	22	3'-4"	33	3'-4"	22	3'-4"	33	3'-4"
502		5 1/2"	III							11	11'-5"	17	11'-5"
503		5 1/2"	II	5	3'-6"	16	3'-6"	27	3'-6"	6	3'-6"	6	3'-6"
504		5 1/2"	II									5	8'-4"
601	3/4"	2 1/2"	V	2	8'-10"	2	8'-10"	2	8'-10"	2	8'-10"	4	8'-10"
ø8[8.5				1	5'-10"	1	10'-10"	1	15'-10"	1	10'-10"	1	15'-10"
▼				2 BARS, 1 ROD	—	4 BARS, 3 RODS	—	8 BARS, 5 RODS	—	4 BARS, 3 RODS	—	8 BARS, 5 RODS	—

REGULAR INLETS (INLETS, H ≷ 5') — DROP BOX INLETS (INLETS, H > 5')

* VARIABLE, REFER TO TABLE TWO.

ø INCLUDE 18" NO. 4 BARS (SEE CHANNEL LAYOUT DETAIL).

▼ SEE CURB FACE ASSEMBLY ON SHEET 2 AND AND CHANNEL LAYOUT DETAILS ON SHEET 4.

TABLE TWO ~ BARS AND QUANTITIES VARIABLE WITH "H"

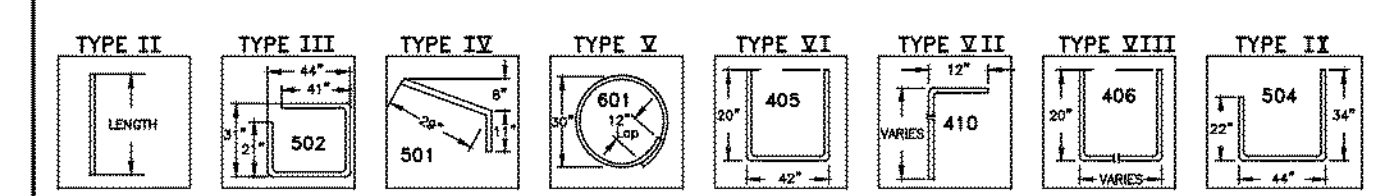
"H" (ft-in)	LENGTH (ft-in) 401	LENGTH (ft-in) 402	LENGTH (ft-in) 410	NO. REQ'D. REGULAR 403	NO. REQ'D. REGULAR 407	NO. REQ'D. DROP BOX 403	NO. REQ'D. DROP BOX 407	L= 5' CONC. CU.YD.	L= 5' STEEL LBS.	L= 10' CONC. CU.YD.	L= 10' STEEL LBS.	L= 15' CONC. CU.YD.	L= 15' STEEL LBS.
3'-0"	2'-8"	1'-8"		10	7			3.2	285	5.3	497	7.4	706
3'-6"	3'-2"	2'-2"		10	7			3.4	305	5.7	528	7.9	747
4'-0"	3'-8"	2'-8"		12	9			3.7	326	6.0	559	8.4	786
4'-6"	4'-2"	3'-2"		12	9			3.9	334	6.4	571	8.8	803
5'-0"	4'-8"	3'-8"		14	11			4.1	354	6.7	602	9.3	844
5'-6"	5'-2"	4'-2"	3'-5"	16	13	15	6	4.4	375	6.0	607	7.4	850
6'-0"	5'-8"	4'-8"	3'-11"	16	13	16	6	4.6	382	6.2	616	7.6	860
6'-6"	6'-2"	5'-2"	4'-5"	18	15	18	8	4.8	402	6.4	637	7.8	880
7'-0"	6'-8"	5'-8"	4'-11"	20	17	19	10	5.0	423	6.6	654	8.0	897
7'-6"	7'-2"	6'-2"	5'-5"	20	17	20	10	5.3	430	6.9	664	8.3	907
8'-0"	7'-8"	6'-8"	5'-11"	22	19	22	12	5.5	451	7.1	684	8.5	927
8'-6"	8'-2"	7'-2"	6'-5"	24	21	23	14	5.7	471	7.3	702	8.7	944
9'-0"	8'-8"	7'-8"	6'-11"	24	21	24	14	6.0	479	7.6	711	9.0	954
9'-6"	9'-2"	8'-2"	7'-5"	26	23	26	16	6.2	499	7.8	732	9.2	974
10'-0"	9'-8"	8'-8"	7'-11"	28	25	27	18	6.4	520	8.0	749	9.4	992
10'-6"	10'-2"	9'-2"	8'-5"	28	25	28	18	6.7	527	8.3	759	9.7	1001
11'-0"	10'-8"	9'-8"	8'-11"	30	27	30	20	6.9	547	8.5	779	9.9	1022

NOTE: FOR L= 5', L= 10' AND L= 15'

REGULAR INLETS: TOTAL QUANTITIES NEEDED ARE OUTSIDE OF THE HEAVY BLACK LINE.

DROP BOX INLETS: TOTAL QUANTITIES NEEDED ARE INSIDE OF THE HEAVY BLACK LINE.

STEEL WEIGHTS DO NOT INCLUDE STRUCTURAL STEEL.



BAR BENDING DIAGRAMS ~ (Dimensions are Out-to-Out of bar)

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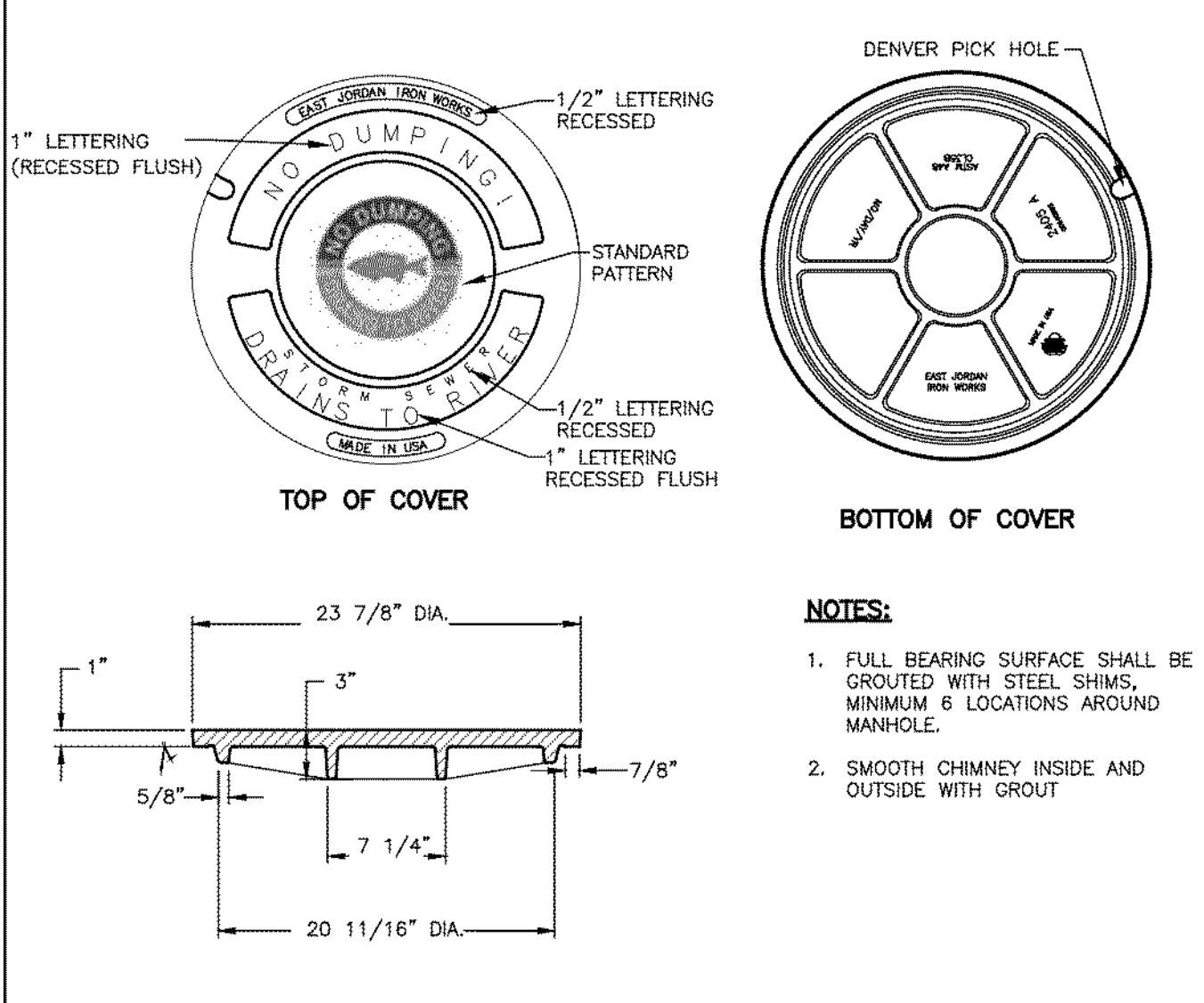
Town of Superior — Gateway to Boulder Valley

CURB INLET TYPE R
SHEET 3 OF 3
(CDOT M-604-12)

DATE: JANUARY 2019 | SHEET 600-5



NOTES:

1. FULL BEARING SURFACE SHALL BE GROUTED WITH STEEL SHIMS, MINIMUM 6 LOCATIONS AROUND MANHOLE.
2. SMOOTH CHIMNEY INSIDE AND OUTSIDE WITH GROUT

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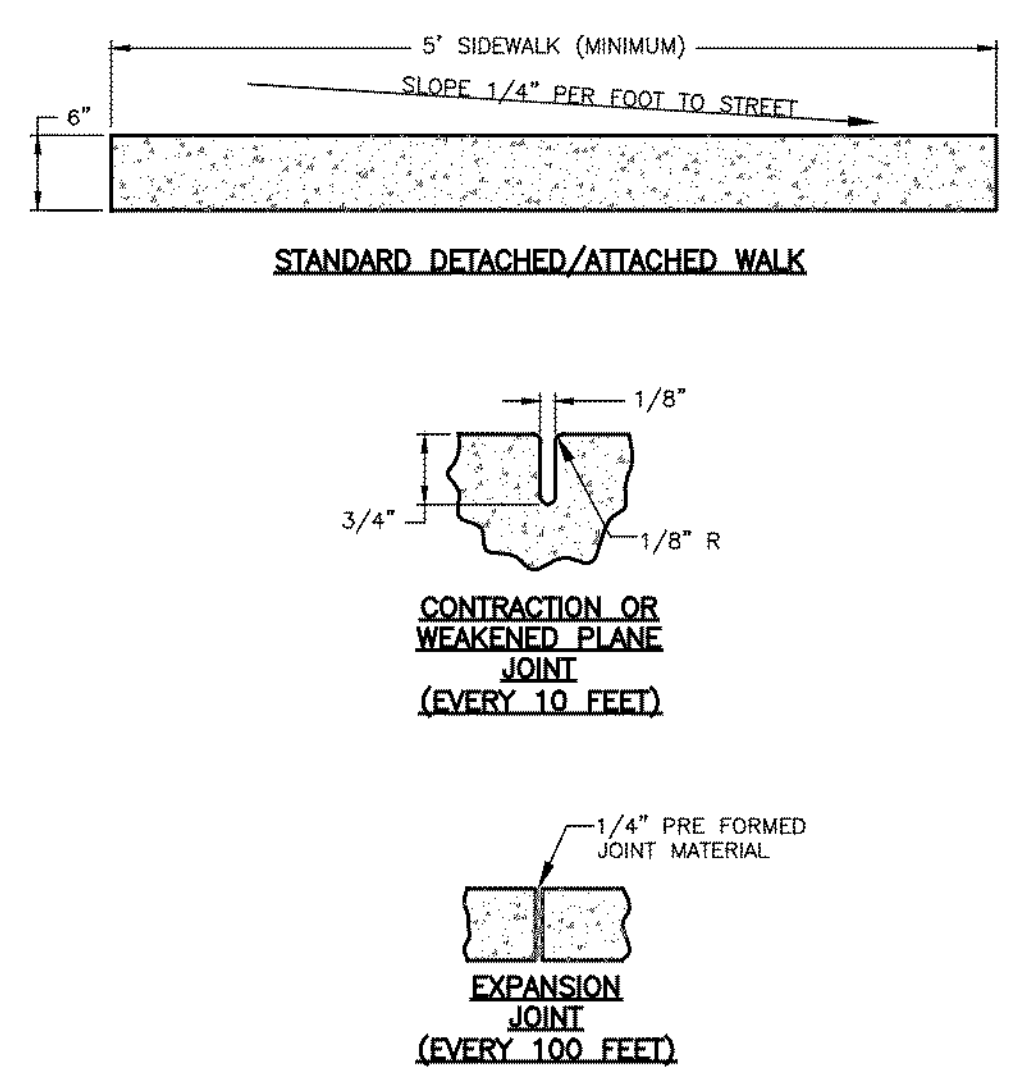
Town of Superior — Gateway to Boulder Valley

STORM SEWER
MANHOLE LID

DATE: JANUARY 2019 | SHEET 600-6



NOTES:

1. CONCRETE TO BE CDOT CLASS B/D 4,500 PSI STRENGTH.
2. CONCRETE TO HAVE LIGHT BROOM FINISH.
3. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%
4. 12" CDOT CLASS 6 RECYCLED CONCRETE ABC BASE UNDER ALL CURB, GUTTER, AND SIDEWALK (revision 2)

THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

Town of Superior — Gateway to Boulder Valley

SIDEWALK DETAILS

DATE: JANUARY 2019 | SHEET 800-6

GENERAL NOTES FOR CURB RAMPS:

1. THE FOLLOWING CURB RAMP TYPES ARE GENERAL REPRESENTATIONS AND MAY REQUIRE MODIFICATION TO FIT ACTUAL FIELD CONDITIONS. MOST APPLICATIONS WITHIN THE TOWN ARE RETROFIT SITUATIONS WHERE ONE OR MORE CONSTRAINTS SUCH AS LIMITED R.O.W. SIGNIFICANT GRADE DIFFERENCES, AND DRAINAGE CONCERNS MUST BE TAKEN INTO ACCOUNT IN LOCATING THE CURB RAMP(S). DESIGN RESOURCES ARE AVAILABLE WITHIN THE TOWN TO ASSIST WITH THE PROPER SELECTION AND APPLICATION OF RAMP TYPE TO MAINTAIN APPLICABLE STANDARDS.
2. CURB RAMPS ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL ARE THE PREFERRED STANDARD FOR NEW RAMP CONSTRUCTION. DIRECTIONAL RAMPS SHALL BE POSITIONED TO DIRECTLY ALIGN WITH OPPOSING CURB RAMPS, UNLESS SPECIFICALLY APPROVED OTHERWISE BY PUBLIC WORKS.
3. PLACEMENT OF DIAGONAL OR MID-BLOCK CURB RAMPS MUST BE APPROVED BY PUBLIC WORKS.
4. FOR EACH CURB RAMP INSTALLATION, ADDITIONAL REMOVAL AND REPLACEMENT OF EXISTING SIDEWALKS MAY BE REQUIRED TO FACILITATE PROPER TRANSITIONS TO RAMP.
5. CURB RAMPS SHALL MATCH APPROACHING CLEAR SIDEWALK WIDTH, OR 5' MINIMUM, WHICHEVER IS GREATER. CURB RAMP THROAT WIDTH SHALL NOT EXCEED 8'.
6. THE DISTANCE BETWEEN THE FLOW LINE (FL) AND THE BACK OF THE CURB RAMP IS VARIABLE DEPENDENT ON SITE CONDITIONS BUT SHALL BE NO LESS THAN 5'-6" AT THE RAMP CENTERLINE. IN NO CASE MAY THE RAMP SLOPE EXCEED 1" PER FOOT (12:1), OR BE LESS THAN ¼" PER FOOT (2%), EXCEPT AS ALLOWED BY APPLICABLE REGULATIONS.
7. THE MAXIMUM CROSS SLOPE OF THE CURB RAMP SURFACE SHALL BE 2%. WHERE RAMPS ARE BEING CONSTRUCTED ON EXISTING STREETS, THE CROSS SLOPE OF THE RAMP CAN INCREASE BEYOND 2% TO MATCH THE LONGITUDINAL STREET FLOWLINE GRADES AT THE BOTTOM OF THE RAMP. FOR CONSTRUCTION OF MULTIPLE CURB RAMPS AT CORNERS, THE LONGITUDINAL GRADE OF THE CURB AND GUTTER BETWEEN THE RAMPS SHALL NOT EXCEED AN AMOUNT THAT CAUSES EITHER RAMP TO FALL OUTSIDE SLOPES AS DEFINED IN NOTE 6.
8. THE MAXIMUM 'SLOPE' OF THE GUTTER IN FRONT OF THE RAMP SHALL BE 5/8 " PER FOOT (20:1). FOR A STANDARD 2' GUTTER PAN, THIS RESULTS IN A MAXIMUM GUTTER DEPTH OF NO MORE THAN 1 ¼". TO TRANSITION FROM THE STANDARD 2" GUTTER DEPTH TO THE 1 ¼" DEPTH IN FRONT OF THE RAMP, WARP THE GUTTER LIP IN A 5' CURB AND GUTTER SECTION ADJACENT TO THE RAMP. AT THE DISCRETION OF PW, THE 1 ¼" GUTTER DEPTH MAY BE CONTINUED AROUND THE FULL CURB RETURN RADIUS.
9. A LEVEL (2% SLOPE MAX IN ANY DIRECTION) LANDING AREA, 5' DEEP TYPICAL BY THE WIDTH OF THE RAMP THROAT SHALL BE REQUIRED AT THE TOP OF EACH CURB RAMP. THE DEPTH OF THE LEVEL LANDING AREA IS TYPICALLY SET AT 5' TO MATCH WIDTH OF APPROACHING SIDEWALKS, BUT IN NO CASES SHALL BE LESS THAN 4'.
10. IF POSSIBLE, DRAINAGE STRUCTURES SHALL NOT BE PLACED IN LINE WITH RAMPS. LOCATION OF THE RAMP SHALL TAKE PRECEDENCE OVER LOCATION OF THE DRAINAGE STRUCTURE, EXCEPT WHERE EXISTING STRUCTURES ARE BEING PRESERVED IN NEW CONSTRUCTION AREAS.
11. ALL CURB RAMPS SHALL BE CONSTRUCTED WITH TACTILE WARNINGS (CAST IRON TRUNCATED DOME PANEL) AS DEFINED IN THE AMERICANS WITH DISABILITIES ACT ACCESS GUIDELINES (ADAAG) LATEST REVISION. THE CAST IRON TRUNCATED DOME PANEL(S) SHALL BE INSTALLED ACROSS THE FULL WIDTH OF THE RAMP, AND SET SO THAT THE CLOSEST POINT(S) TO THE STREET IS 6" FROM THE FACE OF CURB/FLOWLINE. AT NO POINT SHALL THE STREET EDGE OF THE TRUNCATED DOME PANEL BE LOCATED MORE THAN 8" FROM THE FACE OF CURB/ FLOWLINE.
12. AS POSSIBLE, THE TRUNCATED DOME PATTERN SHALL BE LAID OUT PARALLEL TO THE DIRECTION OF PEDESTRIAN TRAVEL. THIS PARAMETER SHALL BE SECONDARY TO REQUIREMENTS OF NOTE 11.
13. CAST IRON TRUNCATED DOME PANELS SHALL BE BARE METAL CONTRAST WITH THE ADJOINING WALK SURFACE AS REQUIRED BY ADAAG, EXCEPT WHEN RETROFITTING OLD RED CONCRETE RAMPS OR WHERE SHOWN ON BLENDED TRANSITION RAMPS, AND THEN THE COLOR SHALL BE GRAY. COLORS MUST BE APPROVED BY PW PRIOR TO CONSTRUCTION. CONCRETE FOR CURB RAMP CONSTRUCTION SHALL NOT BE STAINED OR HAVE COLOR ADDED.
14. A SAMPLE OF THE CAST IRON TRUNCATED DOMES SHALL BE SUBMITTED TO, AND APPROVED BY PW PRIOR TO CONSTRUCTION. TRUNCATED DOME SIZE SHALL MEET ANSI REQUIREMENTS AND HAVE NON-SLIP TOPS.
15. ABOVE TRUNCATED DOMES, CURB RAMPS SHALL BE SCORED WITH DUMMY GROOVES 3/8" DEEP ON 12" CENTERS. THE GROOVES SHALL BE PLACED IN THE RAMP SECTION ABOVE THE TRUNCATED DOMES AND ALIGNED PARALLEL TO THE DIRECTION OF THE RAMP AND STREET CROSSING.
16. ANY REQUIRED TRANSITION BETWEEN VERTICAL AND MOUNTABLE CURB ADJACENT TO RAMPS SHOULD OCCUR IN A MAXIMUM OF 10'.
17. AN ASPHALT PATCH IS NORMALLY REQUIRED IN STREET AREAS ADJACENT TO NEW CURB RAMP INSTALLATIONS.
18. PAY LIMITS OF ALL RAMPS ARE COMPRISED OF ALL AREA SHOWN WITH CONCRETE HATCHING, ON THE APPLICABLE DETAILS, UNLESS OTHERWISE NOTED.

Town of Superior — Gateway to Boulder Valley

CURB RAMP NOTES

DATE: JANUARY 2019 | SHEET 800-10

J&T Consulting, Inc.
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Rock Creek Parkway Improvements

Details

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid
2	4-22-24	CMSH	CMSH	Addendum 1

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
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Scale	As Shown

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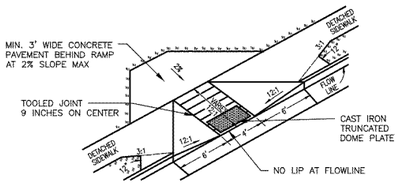

TYPE 3

NOTES:

1. RAMP IS FOR USE WHERE THE SIDEWALK EXTENDS TO THE CURB OR CAN BE EASILY TRANSITIONED TO PERMIT WHEELCHAIR ACCESS TO THE RAMP FROM THE SIDE. TYPE 3 CAN BE USED ANYWHERE IN THE BLOCK, AS WELL AS AT INTERSECTIONS.
2. CONCRETE TO BE CDOT CLASS B/D 4,500 PSI
3. 12" CDOT CLASS 6 RECYCLED CONCRETE ABC BASE UNDER RAMP.

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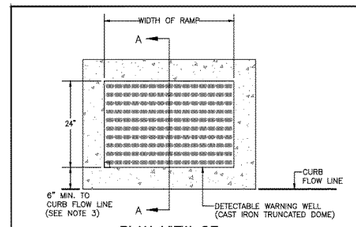
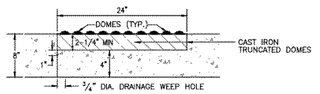
Town of Superior	TYPE 3 HANDICAP RAMP	
	DATE: JANUARY 2019	SHEET 800–13



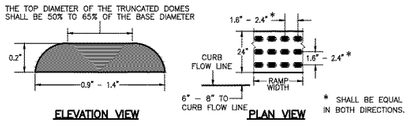
PLAN VIEW OF DETECTABLE WARNING AND WELL

NOTES:

1. THE CAST IRON TRUNCATED DOMES SHALL BE INSTALLED AT SIDEWALK/STREET TRANSITIONS. THEY SHALL BE CAST IRON TRUNCATED DOME SURFACE. THE DOMES SHALL BE PLACED IN A SQUARE GRID.
2. THE TOP OF THE DRAINAGE WEEP HOLE SHALL BE LOCATED AT THE LOWEST POINT OF THE CAST IRON TRUNCATED DOMES WELL.
3. ALL CAST IRON TRUNCATED DOME AREAS SHALL START A MINIMUM OF 6 INCHES FROM THE FLOW LINE OF THE CURB AND NOT BE MORE THAN A MAXIMUM OF 8 INCHES FROM ANY POINT ON THE FLOW LINE OF THE CURB. ALL DETECTABLE WARNING AREAS SHALL BE 24 INCHES IN LENGTH AND COVER THE COMPLETE WIDTH OF THE RAMP AREA ONLY. THE DETECTABLE WARNING AREA SHALL BE INCLUDED
4. CONCRETE TO BE CDOT CLASS B/D 4,500 PSI



SECTION A–A



ELEVATION VIEW PLAN VIEW

* SHALL BE EQUAL IN BOTH DIRECTIONS.

DOME AND DETECTABLE WARNING DETAILS

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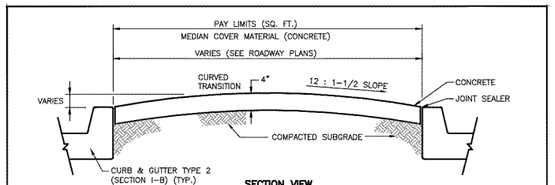
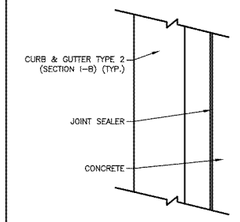
Town of Superior	CAST IRON TRUNCATED DOME	
	DATE: JANUARY 2019	SHEET 800–14



SECTION VIEW

PLACE JOINT SEALER IN JOINT BETWEEN CONCRETE ABUTTING CONCRETE (TYP). JOINT SEALER TO BE PEARL WHITE SIKAFLEX–2C OR APPROVED EQUAL. COST OF JOINT SEALER TO BE INCLUDED IN MEDIAN COVER



CONCRETE – DAVIS "SPANISH GOLD" COLOR FINISH WITH CLEAR CURING COMPOUND. CONTROL JOINT SPACED EVERY 10'. MINIMUM DEPTH 1".

PLAN VIEW

NOTE:

CONCRETE TO BE CDOT CLASS B/D 4,500 PSI

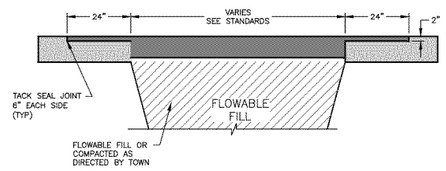
THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

Town of Superior	MEDIAN MATERIAL COVER (CONCRETE)	
	DATE: JANUARY 2019	SHEET 800–21

	MINIMUM ASPHALT PATCH THICKNESS			
	ZONING			
STREET CLASSIFICATION	INDUSTRIAL		ALL OTHER	
	THICKNESS	LIFTS	THICKNESS	LIFTS
ARTERIAL	11"	3	11"	3
COLLECTOR	7"	2	7"	2
LOCAL	6"	2	6"	2

Asphalt Patch

HMA OVER CDOT FLOW FILL, OR FOAMED FLASH FILL WITH 2" MILL AND OVERLAY 2' WIDER THAN FULL DEPTH PATCH ON BOTH SIDES



NOTES:

1. CDOT FLOW FILL, OR FOAM FLASH FILL FOR TRENCH BACKFILL.
2. PAVEMENT CUTS WILL NOT BE ALLOWED WITHOUT TOWN ENGINEER APPROVAL WITHIN SEVEN (7) YEARS AFTER A STREET HAS BEEN CONSTRUCTED, RECONSTRUCTED, OR OVERLAID. EMERGENCY REPAIRS ARE EXEMPT.
3. SEE ALSO STANDARD STREET SECTION DETAIL.

   MAXIMUM LIFT DEPTH – 5"

   MINIMUM LIFT DEPTH – 2"

   THICKNESS OF EACH LIFT BELOW THE TOP SHALL NOT VARY MORE THAN 3/8", TOP LIFT SHALL BE GRADE SX HOT BITUMINOUS PAVEMENT

   FINISH SURFACE TOLERANCE SHALL NOT EXCEED 3/16" IN ANY DIRECTION WHEN CHECKED WITH 10 FOOT STRAIGHT EDGE. FINISHED SURFACE SHALL BE RAKED FREE OF AGGREGATE PRIOR TO COMPACTION EQUIPMENT BEING USED

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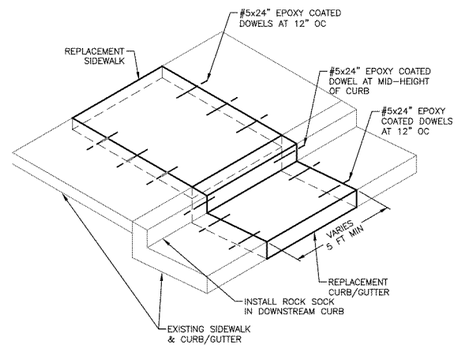
Town of Superior	ASPHALT PATCH	
	DATE: JANUARY 2019	SHEET 800–25

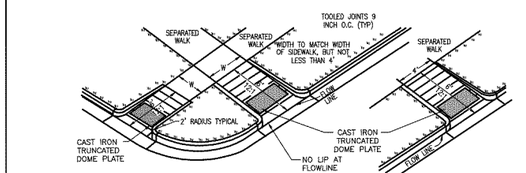


NOTE:

12" OF SUBGRADE TO BE REMOVED AND REPLACED WITH CLASS 6 RECYCLED CRUSHED CONCRETE ROADBASE

THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

Town of Superior	SIDEWALK REPLACEMENT VERTICAL CURB/ATTACHED WALK	
	DATE: JANUARY 2019	SHEET 800–35



TYPE 1

NOTES:

1. FOR USE IN AREAS WHERE THE SIDEWALK IS SET BACK FROM THE STREET, AND WHEELCHAIR ACCESS FROM THE SIDE OF THE RAMP IS NOT LIKELY TO OCCUR BECAUSE THE APPROACH AREA IS COVERED BY LAWN OR GRAVEL, OR AN OBSTRUCTION IS PRESENT. TYPE 1 CAN USED ANYWHERE IN THE BLOCK.
2. CONCRETE TO BE CDOT CLASS B/D 4,500 PSI.
3. 12" CDOT CLASS 6 RECYCLED CONCRETE ABC BASE UNDER RAMP.

THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

Town of Superior	TYPE 1 HANDICAP RAMP	
	DATE: JANUARY 2019	SHEET 800–11

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303-857-6222
www.jtconsulting.com

Rock Creek Parkway Improvements

Details

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4-5-24	WSS	JFM	Issued For Bid
2	4-22-24	CMSH	CMSH	Addendum 1

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Details.dwg
Scale	As Shown

Sheet: 24 Of: 25

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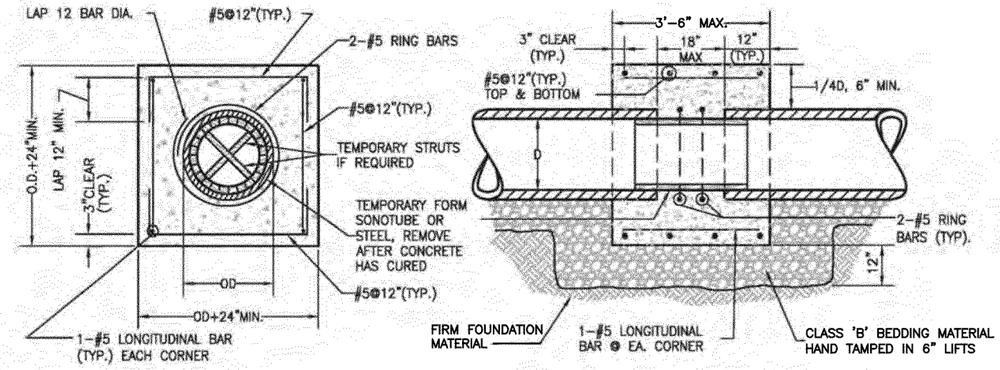

PLAN

SECTION

NOTE:
CLOSURE JOINT SHALL BE USED WHEN DIRECTED BY THE ENGINEER OR AS NOTED ON PLANS.

TYPICAL CLOSURE DETAIL

N.T.S.

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303-857-6222
www.j-tconsulting.com

Rock Creek Parkway Improvements

Details

Town Of Superior

REVISIONS

No	Date	By	Chk	Description
1	4–5–24	WSS	JFM	Issued For Bid

Job #	23034
Date	2/14/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	JT-Details.dwg
Scale	As Shown

Sheet: 25 Of: 25

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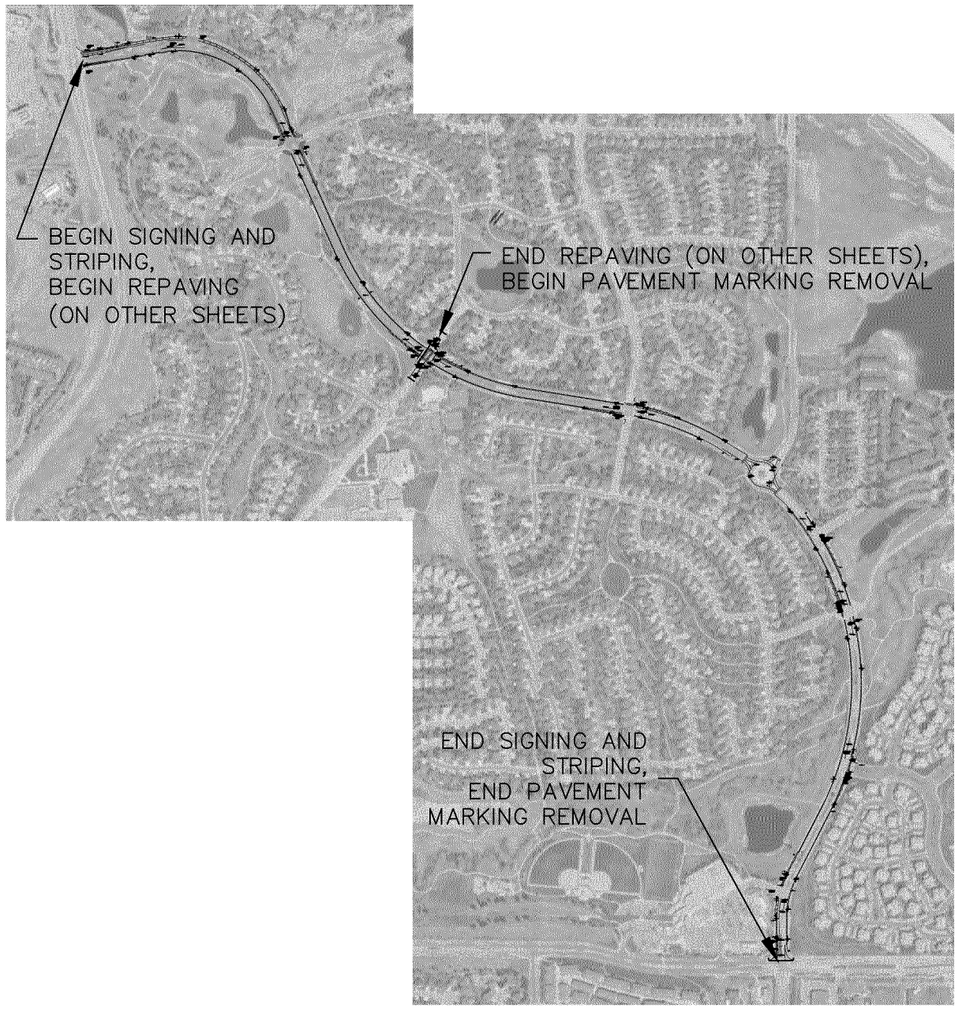
TOWN OF SUPERIOR

ROCK CREEK PARKWAY REPURPOSING PROJECT
SIGNING AND STRIPING PLANS
100% DESIGN

SHEET INDEX	
SHEET #	INDEX OF SHEETS
1	COVER SHEET
2	QUANTITIES
3	DETAILS
4–23	SIGNING AND STRIPING PLANS
24–36	STRIPING REMOVAL PLANS

TABULATION OF LENGTHS	
FACILITY TYPE	LENGTH
ROCK CREEK PARKWAY – SIGNING & STRIPING	1.75 MI



LOCATION MAP
NTS

N

FOX TUTTLE
1580 Logan Street
6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY
REPURPOSING PROJECT
100% DESIGN
COVER

REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CAF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: NTS
DATE: 3/29/2024

SUBSET: TRAFFIC

S1

SHEET 1 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 11:56am

Item Number	Item Description	Estimated Quantity	Unit
1	DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP	262	LF
2	WHITE SOLID LINE, 4 IN. WIDE	37068	LF
3	WHITE SOLID LINE, 8 IN. WIDE	2703	LF
4	WHITE DOTTED LINE, 6 IN. WIDE, 3 FT. LINE WITH 9 FT. GAPS	770	LF
5	WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS	15200	LF
6	WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER	285	LF
7	WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG	247	EA
8	WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG	322	EA
9	WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG	14	EA
10	BIKE LANE SYMBOL & STRAIGHT ARROW	56	EA
11	WHITE & GREEN BIKE LANE CONFLICT MARKING, 6 FT. WIDE, 2 FT. LENGTH, 6 FT. GAP	126	EA
12	WHITE YIELD LINE, BASE 24 IN., HEIGHT 36 IN., 12 IN. GAPS	122	EA
13	WHITE "ONLY" PAVEMENT MARKING	8	EA
14	WHITE DOTTED LINE, 4 IN. WIDE, 2 FT. DASH WITH 6 FT. GAPS	3115	LF
15	WHITE ELONGATED LEFT-TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG	7	EA
16	WHITE SOLID LINE, 6 IN. WIDE	220	EA
17	PEXCO CITYPOST FLEXIBLE POST	97	EA
18	WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG	3	EA
19	INSTALL SIGN POST	18	EA
20	INSTALL SIGN	21	EA
21	REMOVE SIGN POST	9	EA
22	REMOVE SIGN	8	EA
23	RELOCATE SIGN	6	EA
R1	REMOVE DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP	347	LF
R2	REMOVE WHITE SOLID LINE, 4 IN. WIDE	9114	LF
R3	REMOVE WHITE SOLID LINE, 8 IN. WIDE	2448	LF
R4	REMOVE WHITE DOTTED LINE, 6 IN. WIDE, 3 FT., LINE WITH 9 FT. GAPS	2779	LF
R5	REMOVE WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS	9901	LF
R6	REMOVE WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER	138	LF
R7	REMOVE WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG	107	EA
R8	REMOVE WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG	20	EA
R9	REMOVE WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG	20	EA
R10	REMOVE BIKE LANE SYMBOL & STRAIGHT ARROW	25	EA
R11	REMOVE WHITE & GREEN BIKE LANE CONFLICT MARKING, 6 FT. WIDE, 2 FT. LENGTH, 6 FT. GAP	0	EA
R12	REMOVE WHITE YIELD LINE, BASE 24 IN., HEIGHT 36 IN., 12 IN. GAPS	21	EA
R13	REMOVE WHITE "ONLY" PAVEMENT MARKING	26	EA
R14	REMOVE WHITE DOTTED LINE, 4 IN. WIDE, 2 FT. DASH WITH 6 FT. GAPS	50	LF
R15	REMOVE WHITE ELONGATED TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG	9	EA
R16	REMOVE WHITE SOLID LINE, 6 IN. WIDE	0	LF
R17	REMOVE PEXCO CITYPOST FLEXIBLE POST	0	EA
R18	REMOVE WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG	7	EA

FOX TUTTLE
1580 Logan Street
6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SUMMARY OF APPROXIMATE QUANTITIES

REVISIONS

DATE	DESCRIPTION	BY

ENGINEER: CAF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: NTS
DATE: 3/29/2024

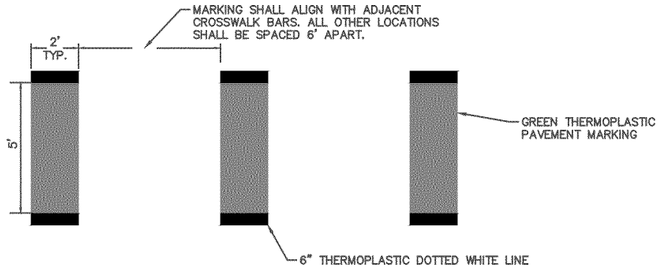
SUBSET: TRAFFIC

S2

SHEET 2 OF 36

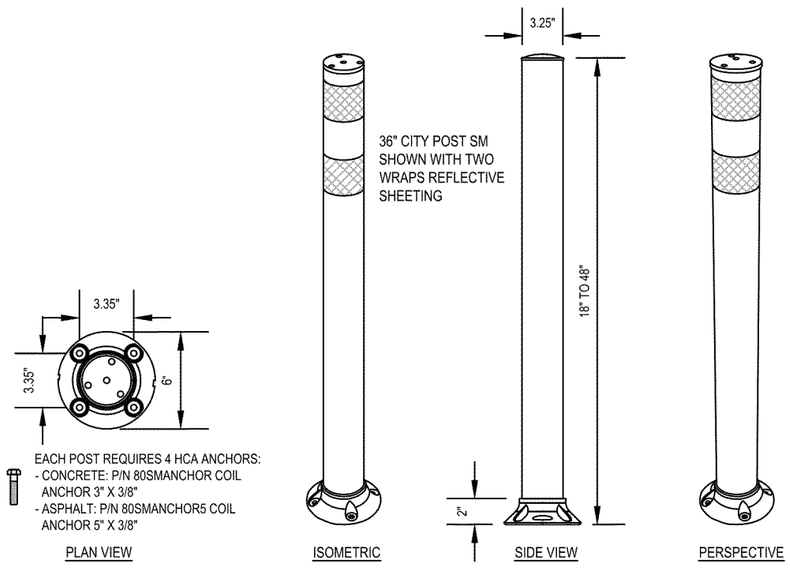
Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 11:56am

NOTE: ALL PAVEMENT MARKING MATERIALS AND INSTALLATION SHALL BE PER SUPERIOR STANDARDS, CDOT STANDARDS, OR EQUAL



1. GREEN CROSSING MARKING DETAIL

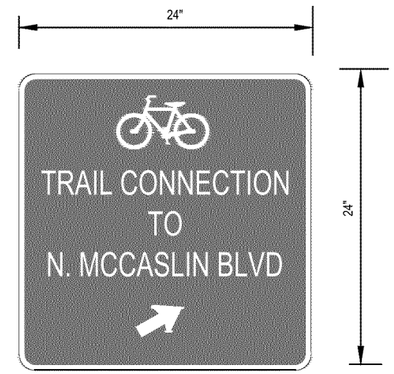
NOTE: SHIFT CROSSING MARKINGS TO AVOID CONCRETE GUTTER OR CROSSPANS AS NECESSARY.



NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. INSTALL 2' FROM ADJACENT BUMPOUT STRIPING
3. DO NOT SCALE DRAWING.
4. FLUORESCENT COLORS ARE RECOMMENDED FOR APPLICATIONS REQUIRING THE HIGHEST VISIBILITY.
5. WHITE CITY POSTS SHALL BE PEXCO CITY POST, SURFACE MOUNT (SM) MODEL OR APPROVED EQUAL.
6. CITY POSTS WILL BE 36".
7. POSTS MAY BE ORDERED W/FACTORY APPLIED, HIGH INTENSITY OR PRISMATIC SUPER HIGH INTENSITY RETRO-REFLECTIVE SHEETING. SPECIFY TYPE, COLOR AND SIZE WHEN ORDERING. USE 3M FLEX DIAMOND GRADE REFLECTING SHEETING.
8. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT WWW.CADDETAILS.COM/INFO

2. FLEXIBLE POST DETAIL



NOTES:

1. TEXT SHALL BE 2.0" HIGHWAY GOTHIC FONT.
2. TEXT SHALL BE CENTERED IN SIGN.
3. LETTER SPACING SHALL BE 1.15 AND A LETTER WIDTH RANGE OF 0.75-0.80.
4. MAINTAIN 1.5" GAP BETWEEN SIGN EDGE AND TEXT.
5. ARROW SHALL BE 2.9"x2.9"

3. SPECIAL SIGN DETAIL

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6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY
REPURPOSING PROJECT
100% DESIGN
DETAILS

REVISIONS

DATE	DESCRIPTION	BY

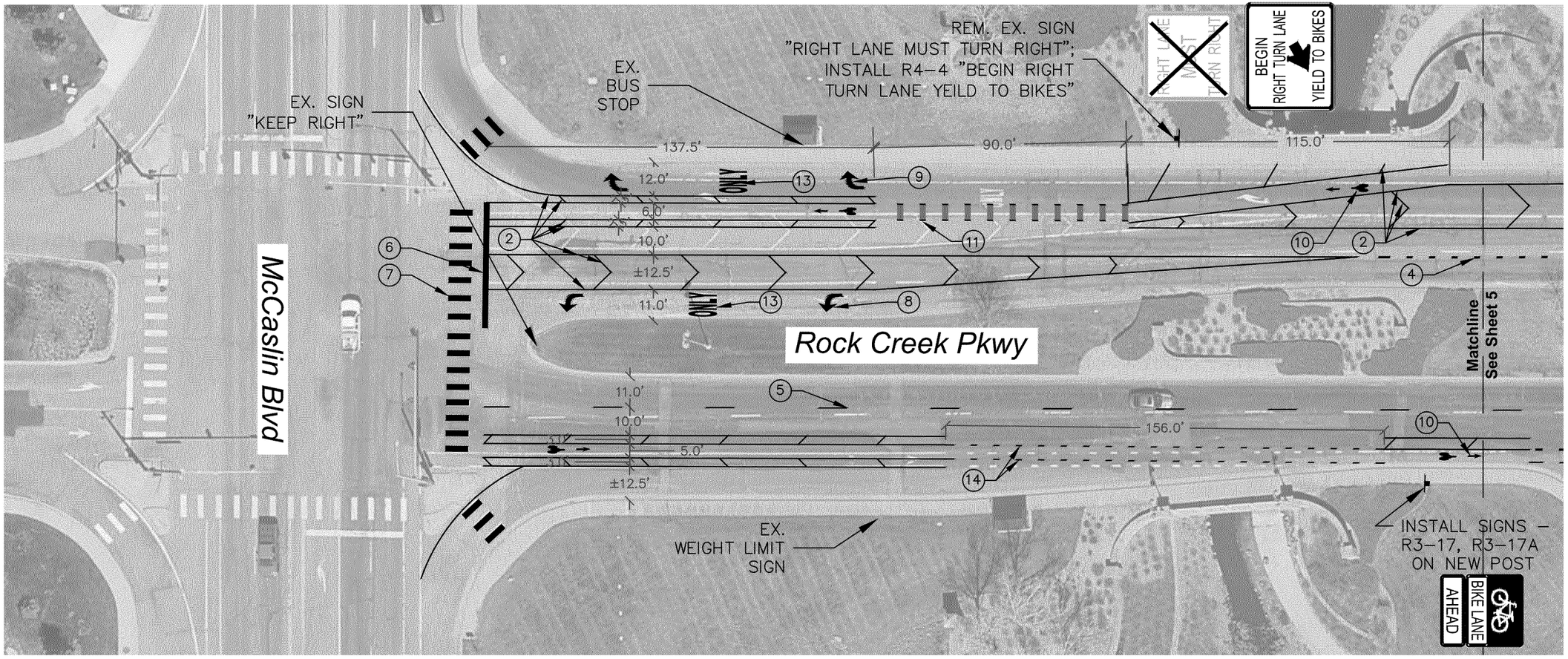
ENGINEER: CAF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: NTS
DATE: 3/29/2024

SUBSET: TRAFFIC

S3

SHEET 3 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 11:56am



PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

1. DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP
2. WHITE SOLID LINE, 4 IN. WIDE
3. WHITE SOLID LINE, 8 IN. WIDE
4. WHITE DOTTED LINE, 6 IN. WIDE, 3 FT. LINE WITH 9 FT. GAPS
5. WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS
6. WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER
7. WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG
8. WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG
9. WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG
10. BIKE LANE SYMBOL & STRAIGHT ARROW
11. WHITE & GREEN BIKE LANE CONFLICT MARKING, 6 FT. WIDE, 2 FT. LENGTH, 6 FT. GAP
12. WHITE YIELD LINE, BASE 24 IN., HEIGHT 36 IN., 12 IN. GAPS
13. WHITE "ONLY" PAVEMENT MARKING
14. WHITE DOTTED LINE, 4 IN. WIDE, 2' DASH 6' GAP
15. WHITE ELONGATED LEFT-TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG
16. WHITE SOLID LINE, 6 IN. WIDE
17. PEXCO CITYPOST FLEXIBLE POSTS
18. WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG

N

0 20 40 80 Feet

GENERAL NOTES:

- ALL DIMENSIONS MEASURED FROM FLOWLINE/FACE OF CURB OR CENTER OF STRIPING
- ALL SIGN DIMENSIONS AND LOCATIONS PER MUTCD REQUIREMENT

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6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS			
DATE	DESCRIPTION	BY	

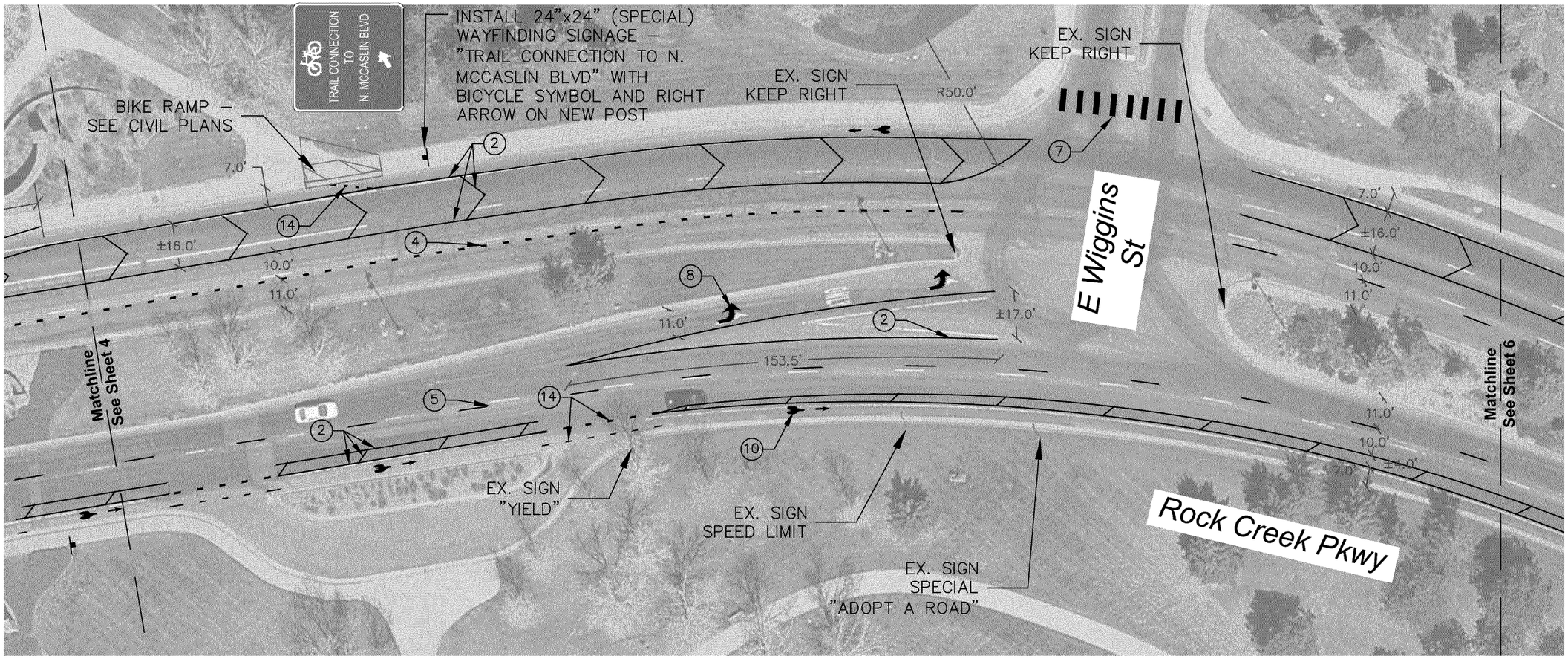
ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S4

SHEET 4 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 11:58am



PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

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0 20 40 80 Feet

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Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS	DATE	DESCRIPTION	BY

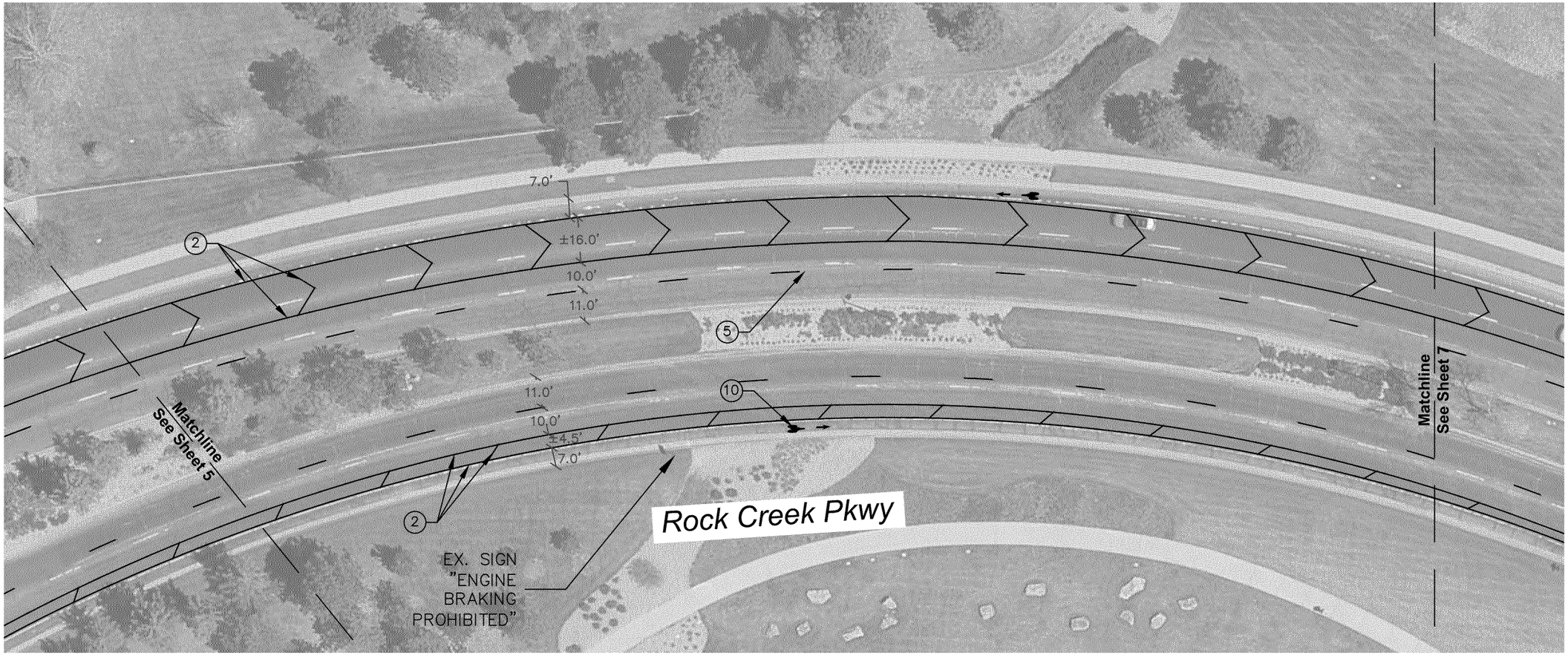
ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S5

SHEET 5 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 11:56am



PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

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2. WHITE SOLID LINE, 4 IN. WIDE
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1580 Logan Street
6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS			
DATE	DESCRIPTION	BY	

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S6

SHEET 6 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
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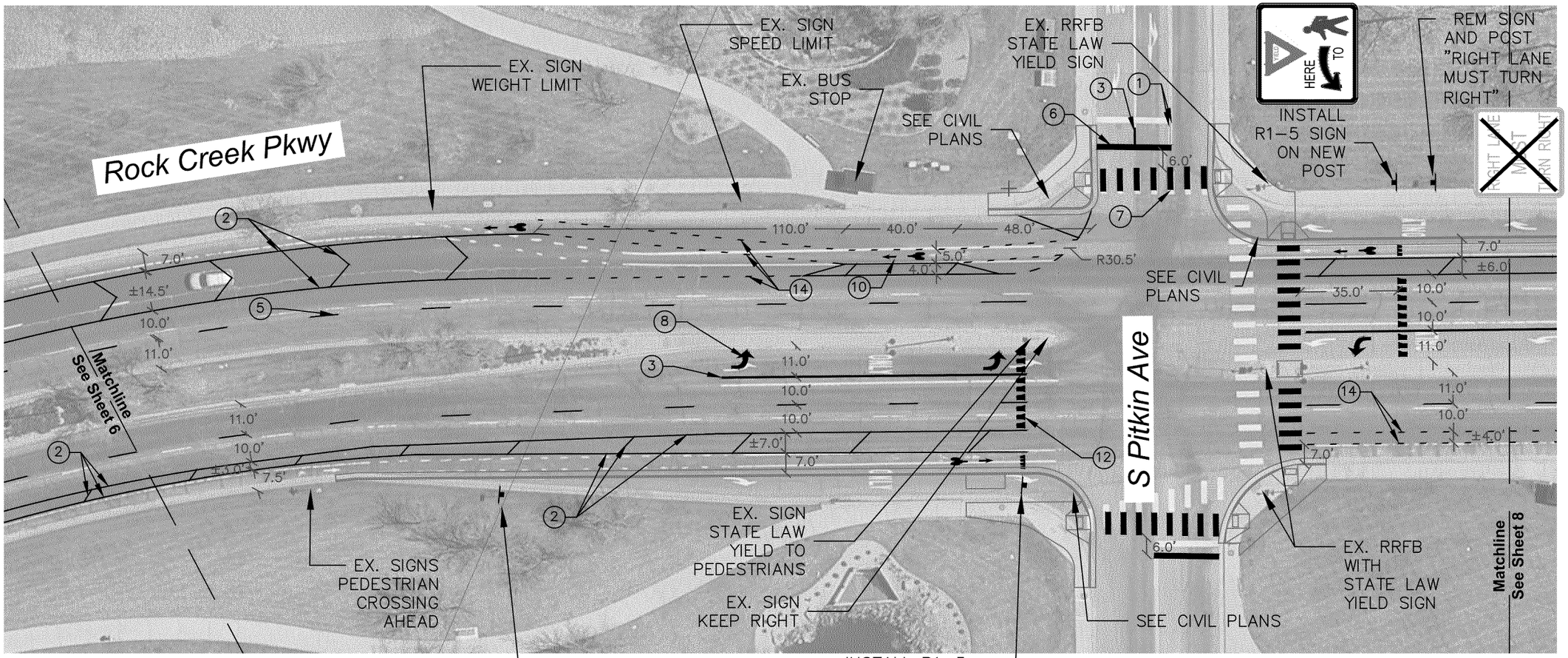





PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

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16. WHITE SOLID LINE, 6 IN. WIDE
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18. WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG

0 20 40 80 Feet

GENERAL NOTES:
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FOX TUTTLE
1580 Logan Street
6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS			
	DATE	DESCRIPTION	BY

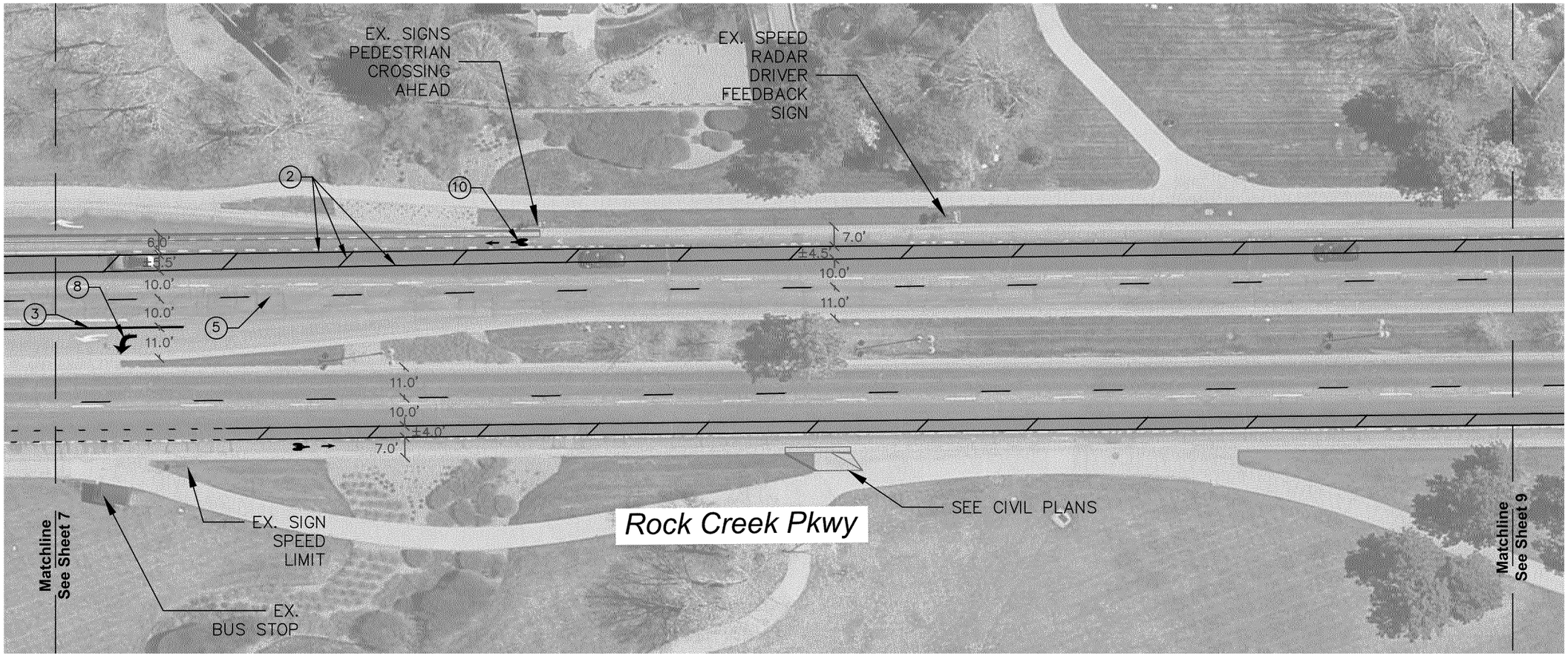
ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S7

SHEET 7 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 11:58am



PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

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REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1": 40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S8

SHEET 8 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
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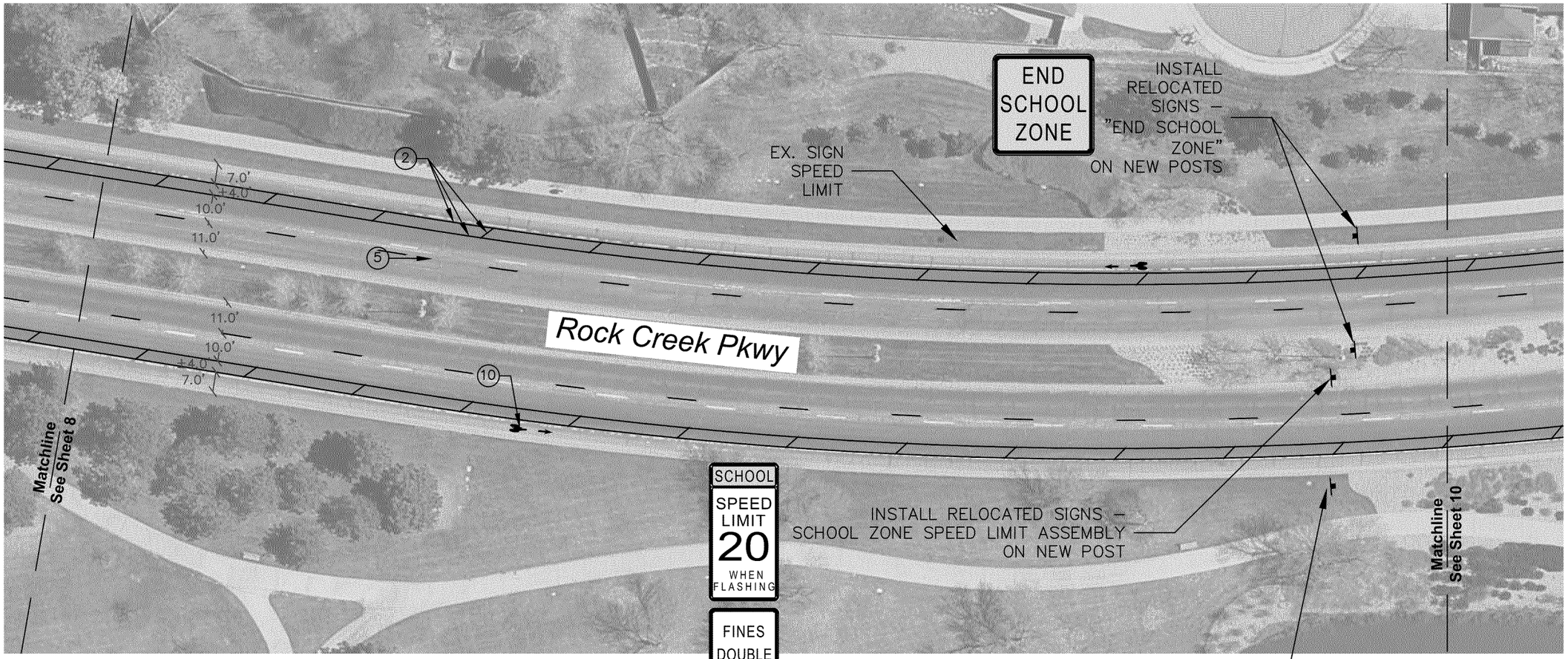

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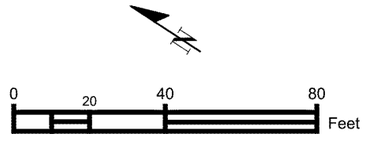
INSTALL RELOCATED SIGNS SCHOOL ZONE SPEED LIMIT ASSEMBLY WITH FLASHERS– INSTALL CONCRETE FOUNDATION PER MANUFACTURER'S RECOMMENDATION



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REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
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ORIGINAL SCALE: 1":40'
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SUBSET: TRAFFIC

S9

SHEET 9 OF 36

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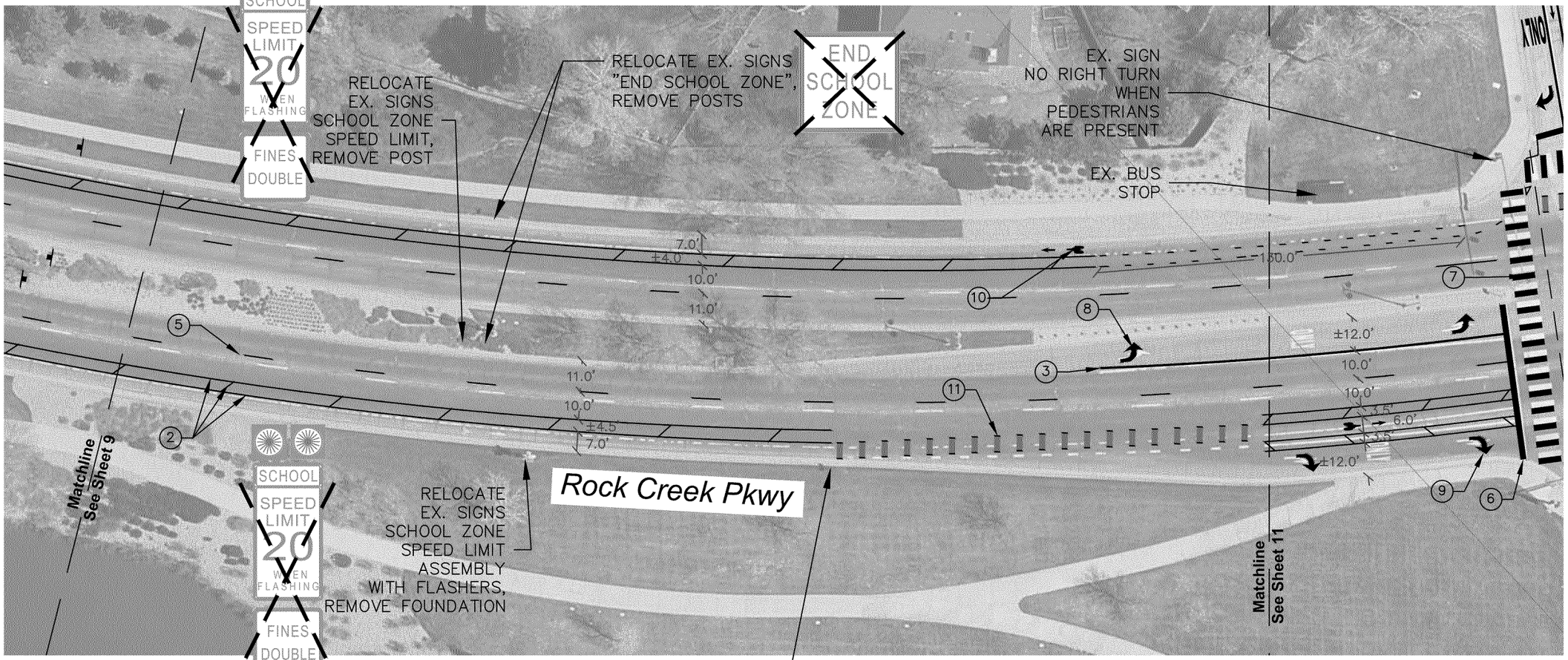

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S10

SHEET 10 OF 36

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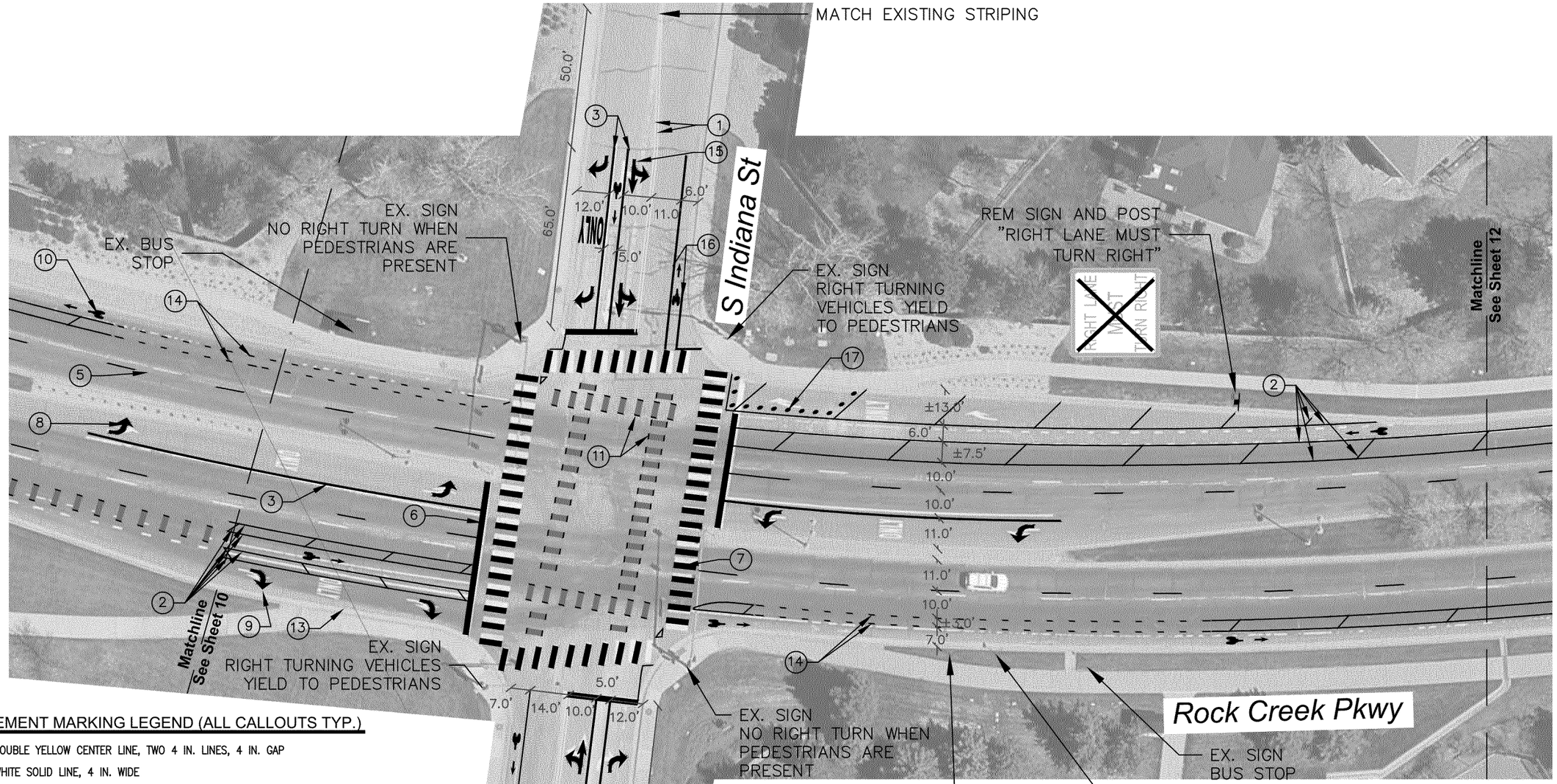

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ENGINEER: CF
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ORIGINAL SCALE: 1":40'
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SUBSET: TRAFFIC

S11

SHEET 11 OF 36

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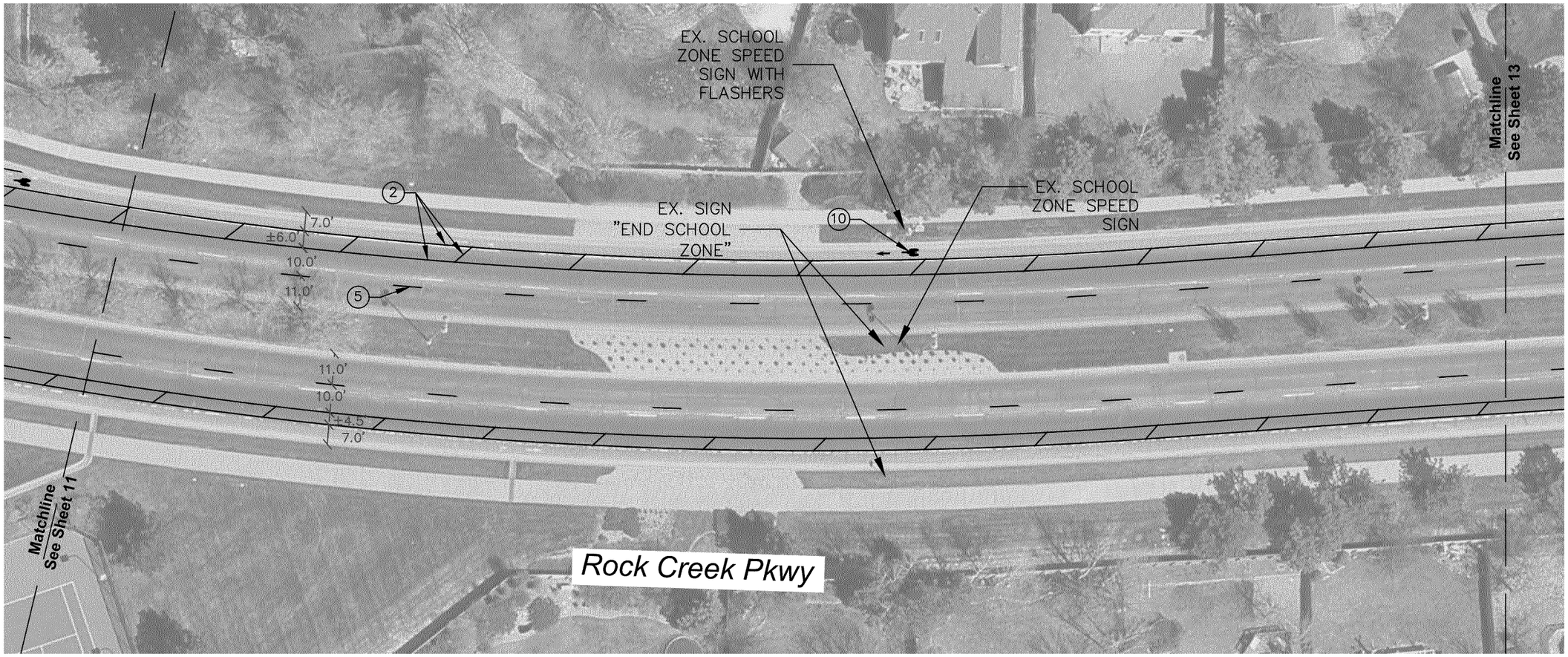

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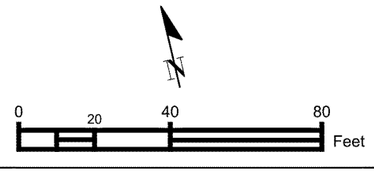

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ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS

DATE	DESCRIPTION	BY

Engineer: CF
FT Project #: 23035
File Name:
Original Scale: 1":40'
Date: 3/29/2024

SUBSET: TRAFFIC

S12

SHEET 12 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
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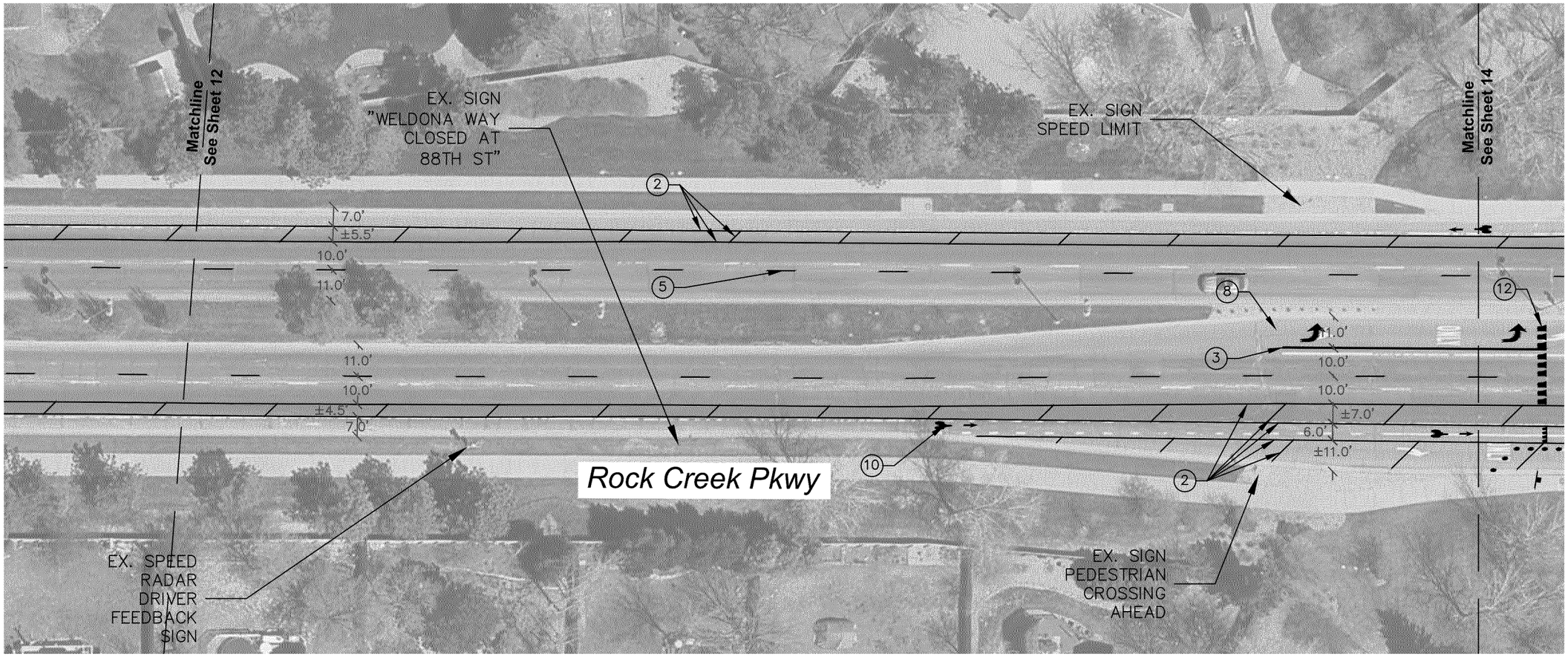

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ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
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SUBSET: TRAFFIC

S13

SHEET 13 OF 36

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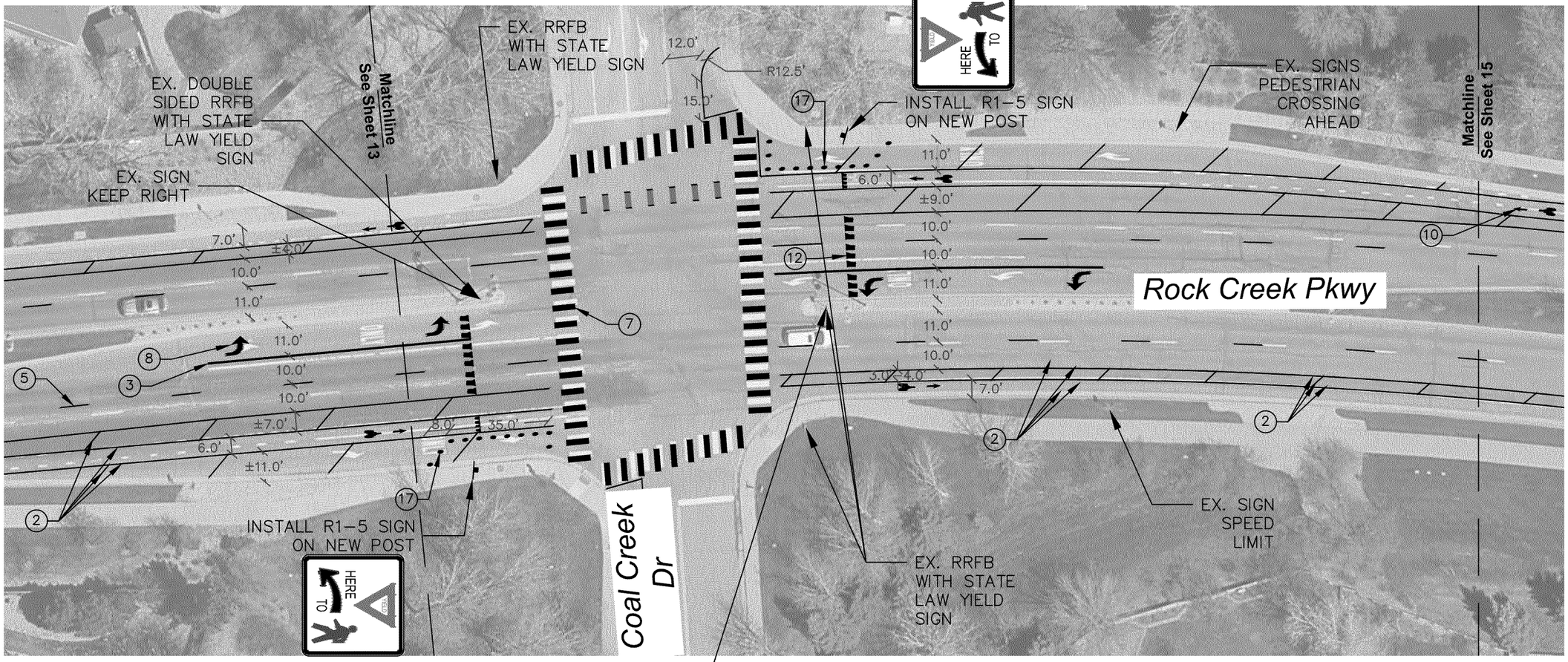

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ENGINEER:
FT PROJECT #: 23035
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ORIGINAL SCALE: 1"=40'
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S14

SHEET 14 OF 36

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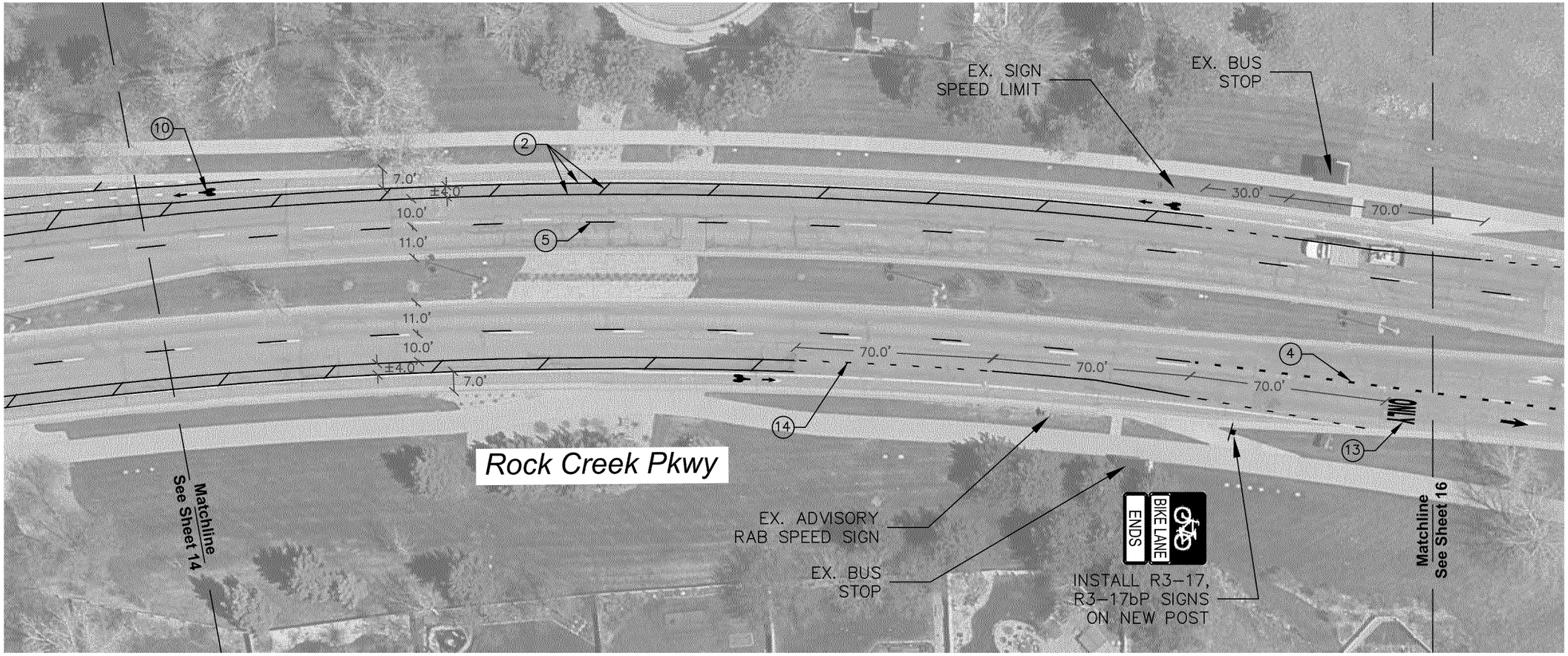

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S15

SHEET 15 OF 36

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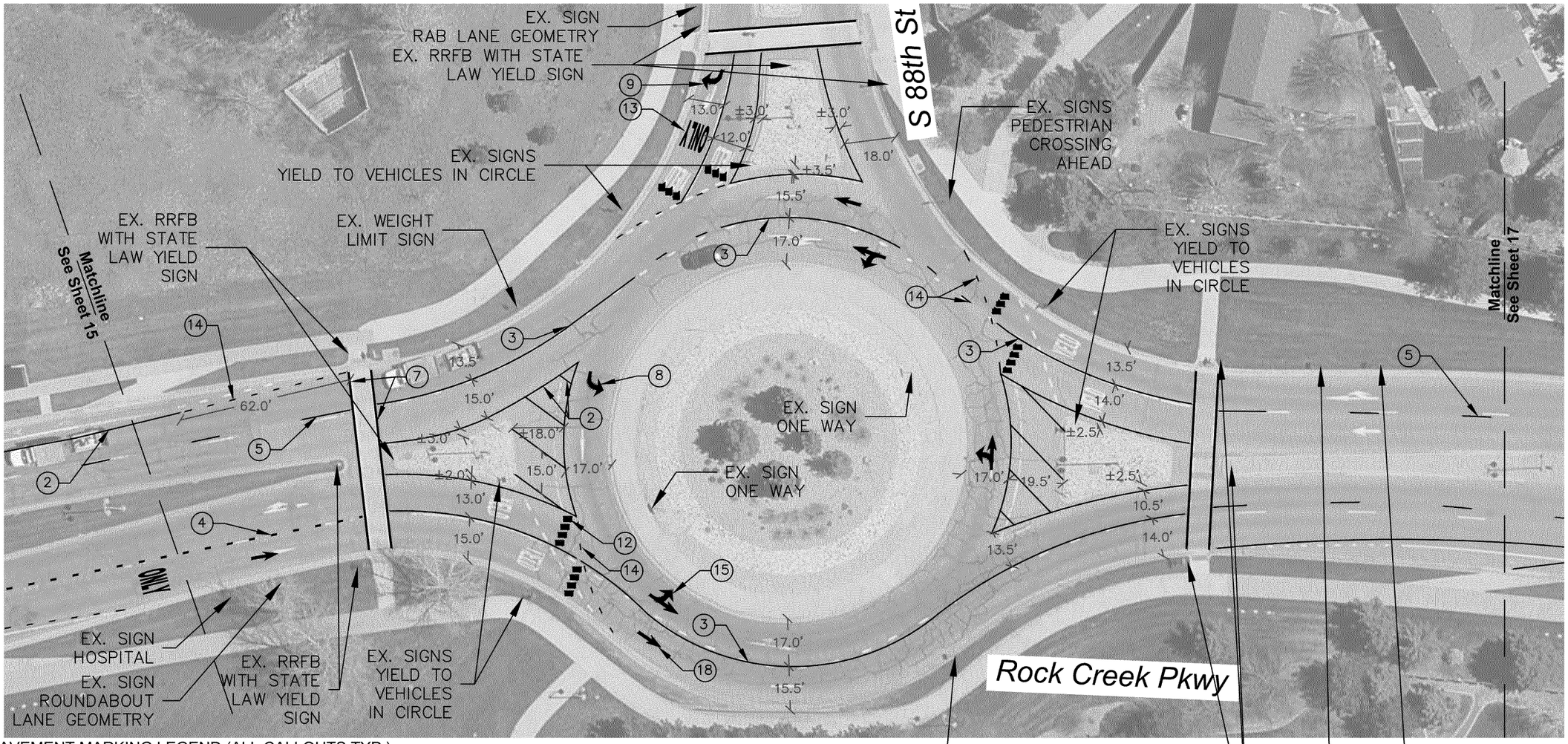

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14. WHITE DOTTED LINE, 4 IN. WIDE, 2' DASH 6' GAP
15. WHITE ELONGATED LEFT-TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG
16. WHITE SOLID LINE, 6 IN. WIDE
17. PEXCO CITYPOST FLEXIBLE POSTS
18. WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG

0 20 40 80 Feet

GENERAL NOTES:
- ALL DIMENSIONS MEASURED FROM FLOWLINE/FACE OF CURB OR CENTER OF STRIPING
- ALL SIGN DIMENSIONS AND LOCATIONS PER MUTCD REQUIREMENT

FOX TUTTLE
1580 Logan Street
6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS		
DATE	DESCRIPTION	BY

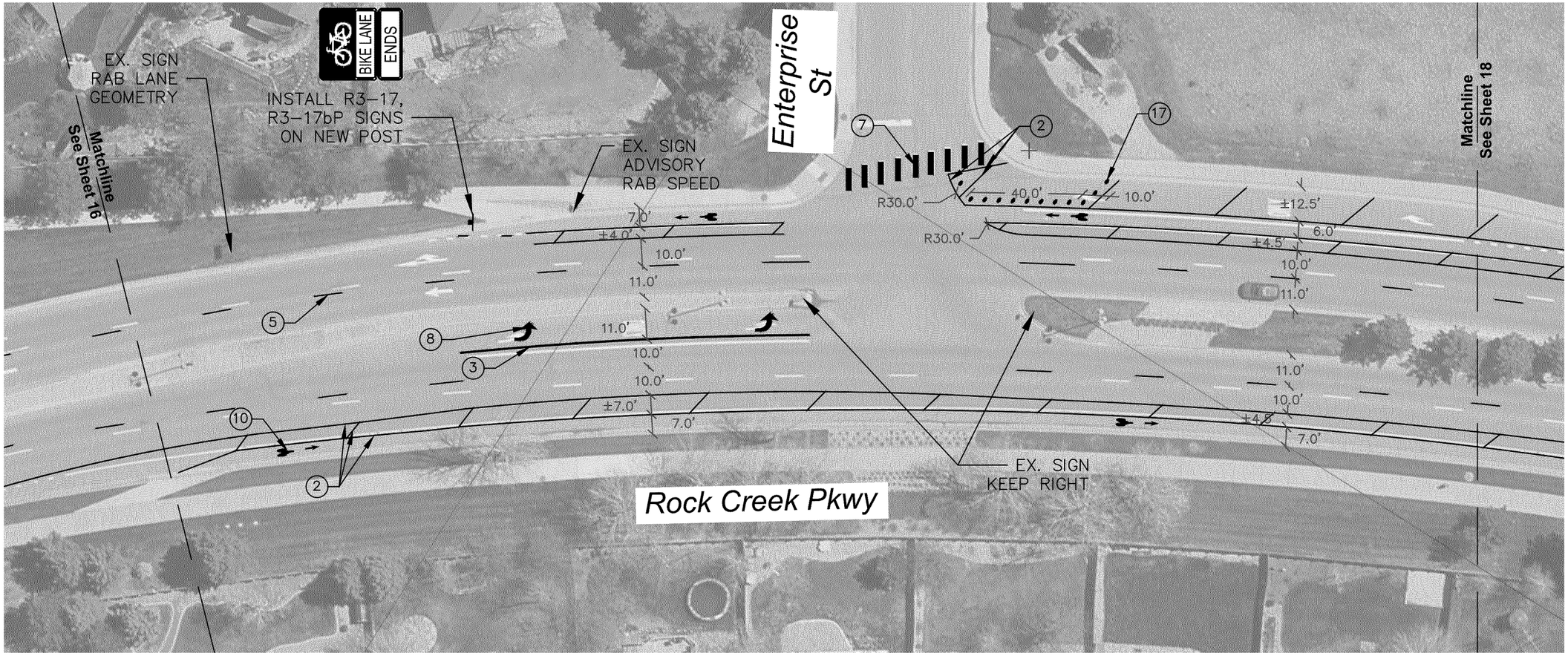
Engineer: CF
FT Project #: 23035
File Name:
Original Scale: 1":40'
Date: 3/29/2024

SUBSET: TRAFFIC

S16

SHEET 16 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 11:57am



PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

1. DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP
2. WHITE SOLID LINE, 4 IN. WIDE
3. WHITE SOLID LINE, 8 IN. WIDE
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5. WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS
6. WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER
7. WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG
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11. WHITE & GREEN BIKE LANE CONFLICT MARKING, 6 FT. WIDE, 2 FT. LENGTH, 6 FT. GAP
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ROCK CREEK PARKWAY REPURPOSING PROJECT
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REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S17

SHEET 17 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
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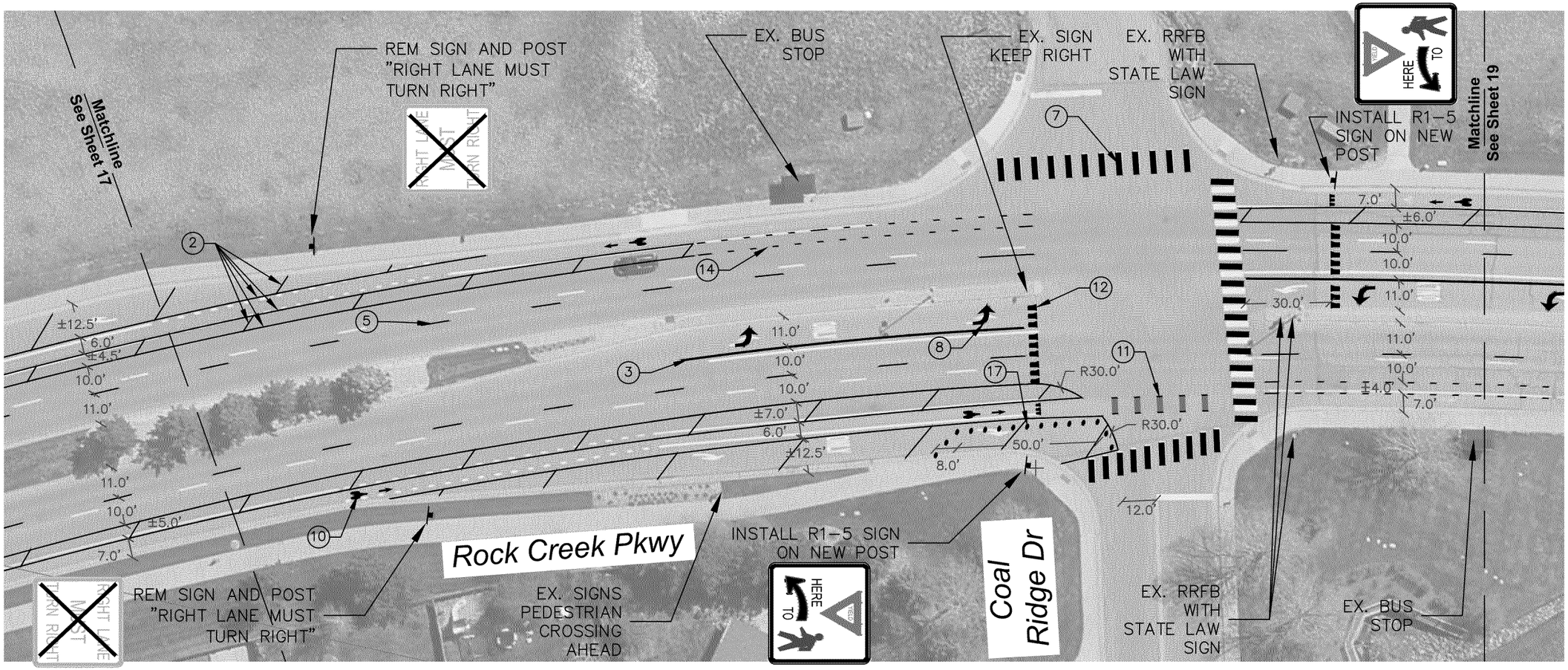

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ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS

DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1": 40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S18

SHEET 18 OF 36

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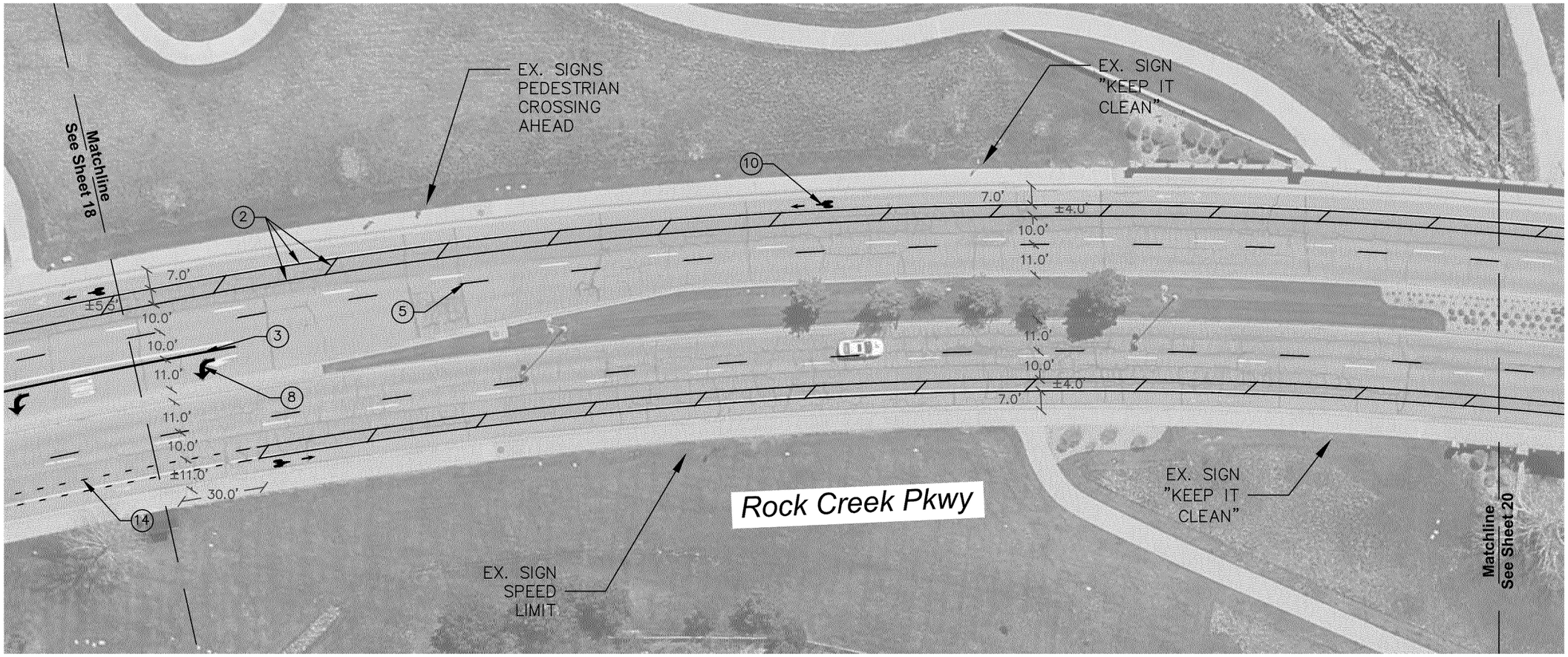

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REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

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SHEET 19 OF 36

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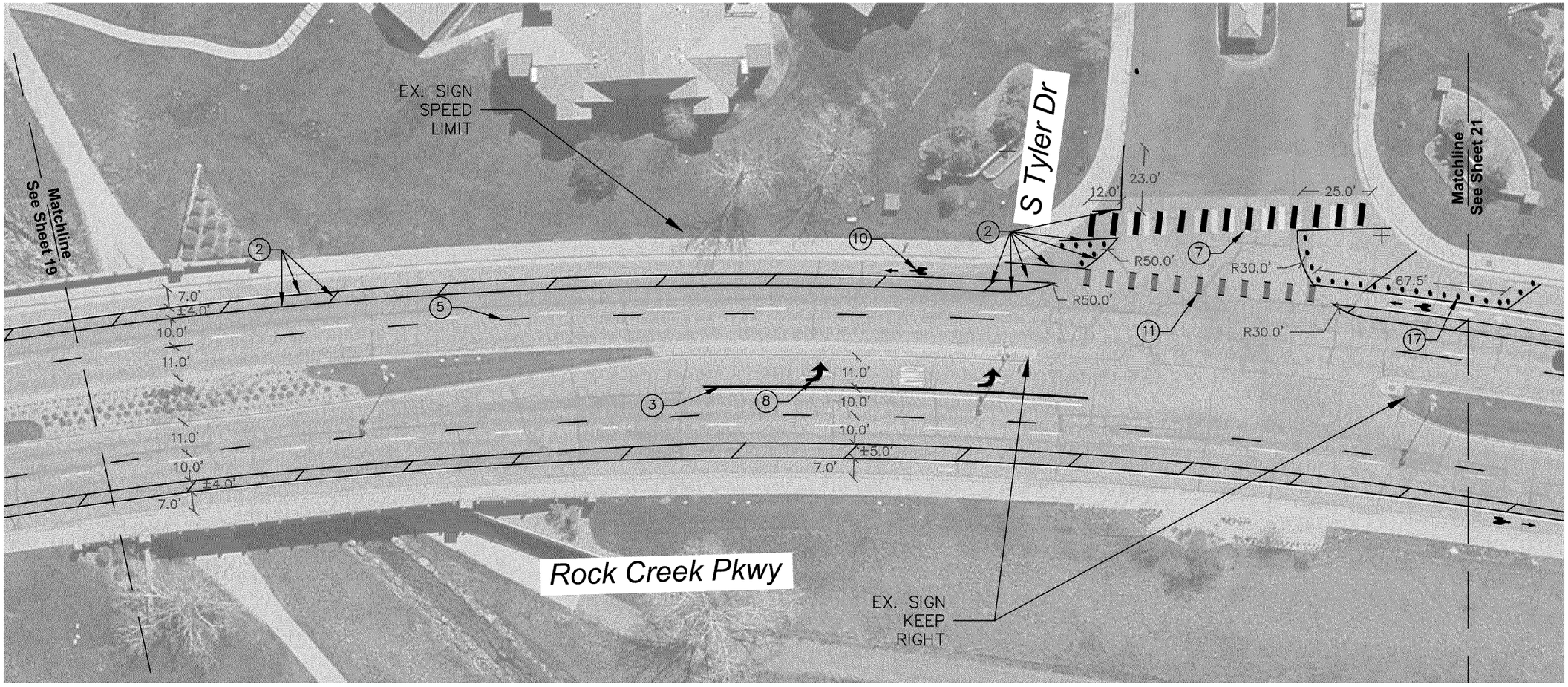

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0 20 40 80 Feet

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ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S20

SHEET 20 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
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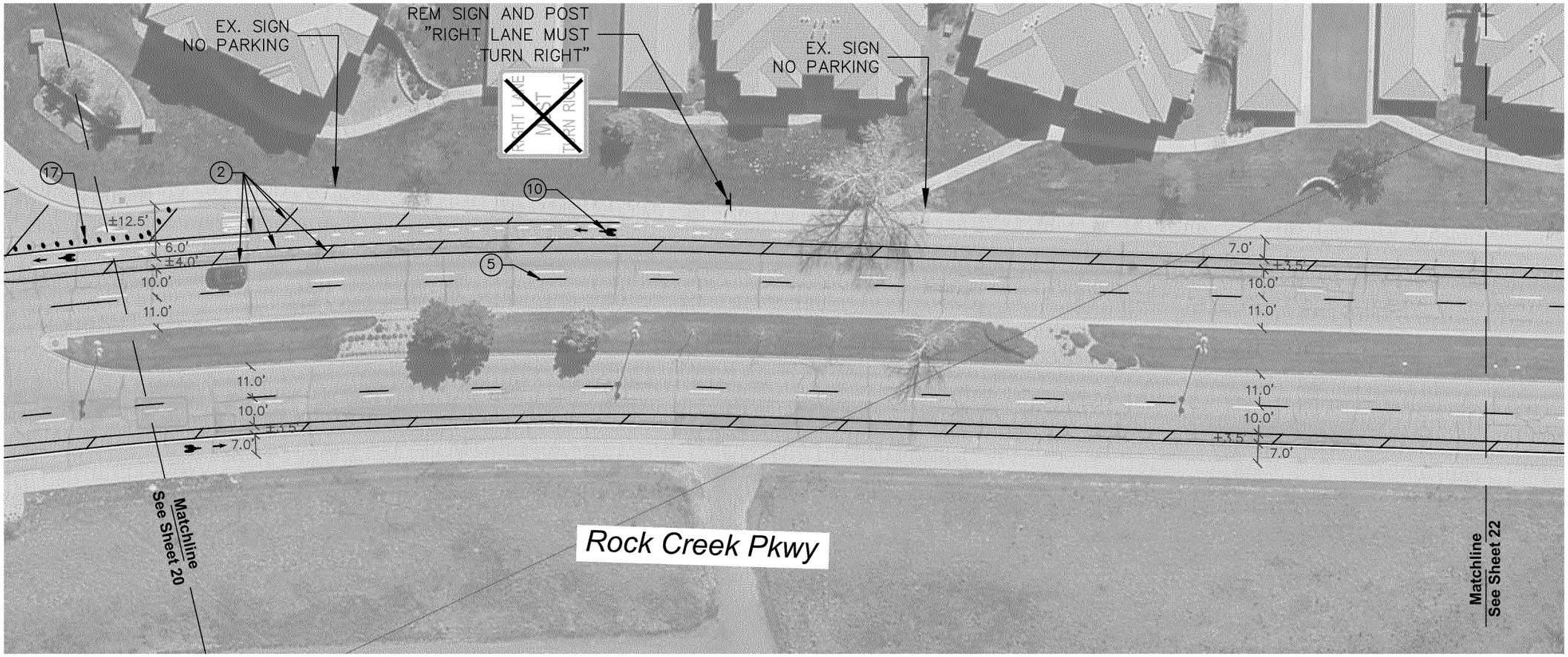

PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

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GENERAL NOTES:

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ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
SIGNING & STRIPING

REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S21

SHEET 21 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
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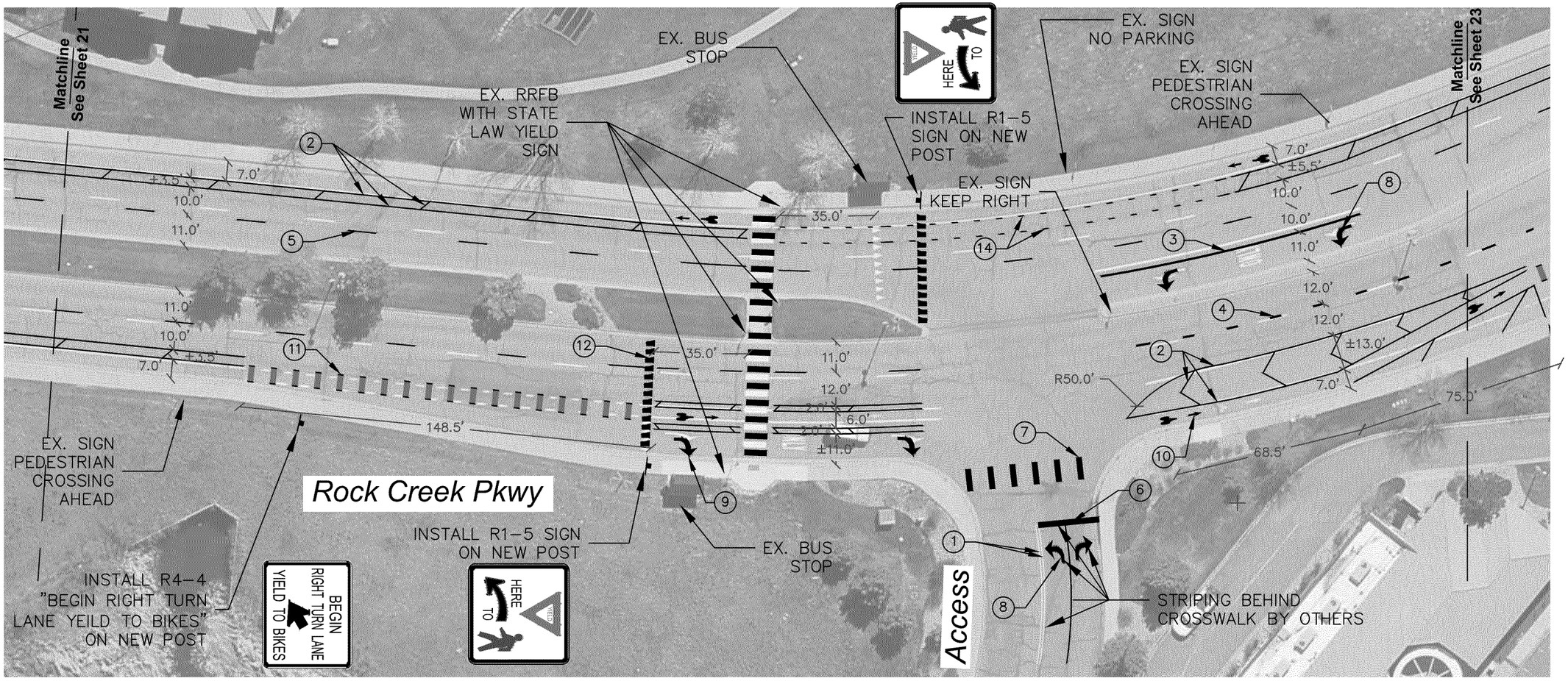

PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

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ROCK CREEK PARKWAY REPURPOSING PROJECT

100% DESIGN

SIGNING & STRIPING

REVISIONS

DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1": 40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S22

SHEET 22 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
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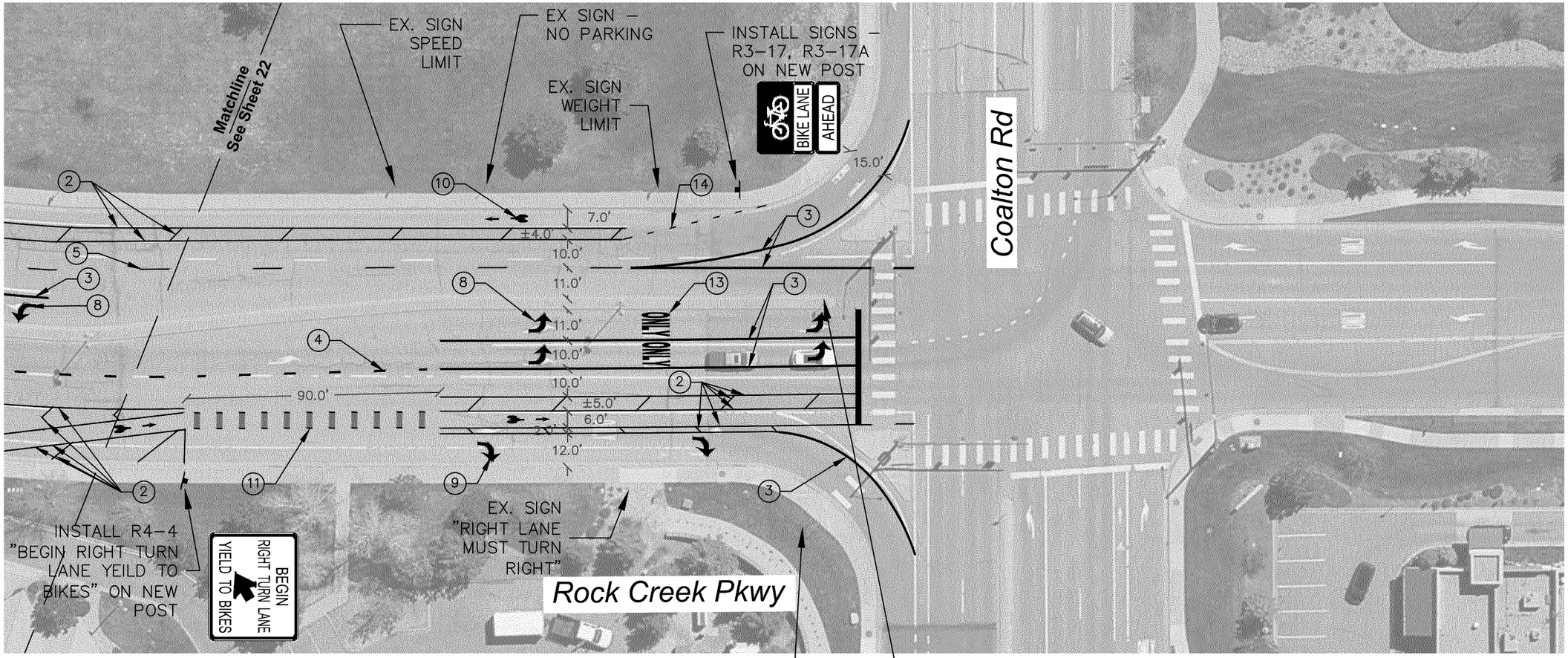

PAVEMENT MARKING LEGEND (ALL CALLOUTS TYP.)

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ROCK CREEK PARKWAY REPURPOSING PROJECT
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REVISIONS

DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1"=40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S23

SHEET 23 OF 36

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Plotted by: Alicia
Plotted Date: Apr 05, 2024 – 12:17pm

PAVEMENT MARKING REMOVALS LEGEND (ALL CALLOUTS TYP.)

- R1 REMOVE DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP
- R2 REMOVE WHITE SOLID LINE, 4 IN. WIDE
- R3 REMOVE WHITE SOLID LINE, 8 IN. WIDE
- R4 REMOVE WHITE DOTTED LINE, 6 IN. WIDE, 3 FT., LINE WITH 9 FT. GAPS
- R5 REMOVE WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS
- R6 REMOVE WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER
- R7 REMOVE WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG
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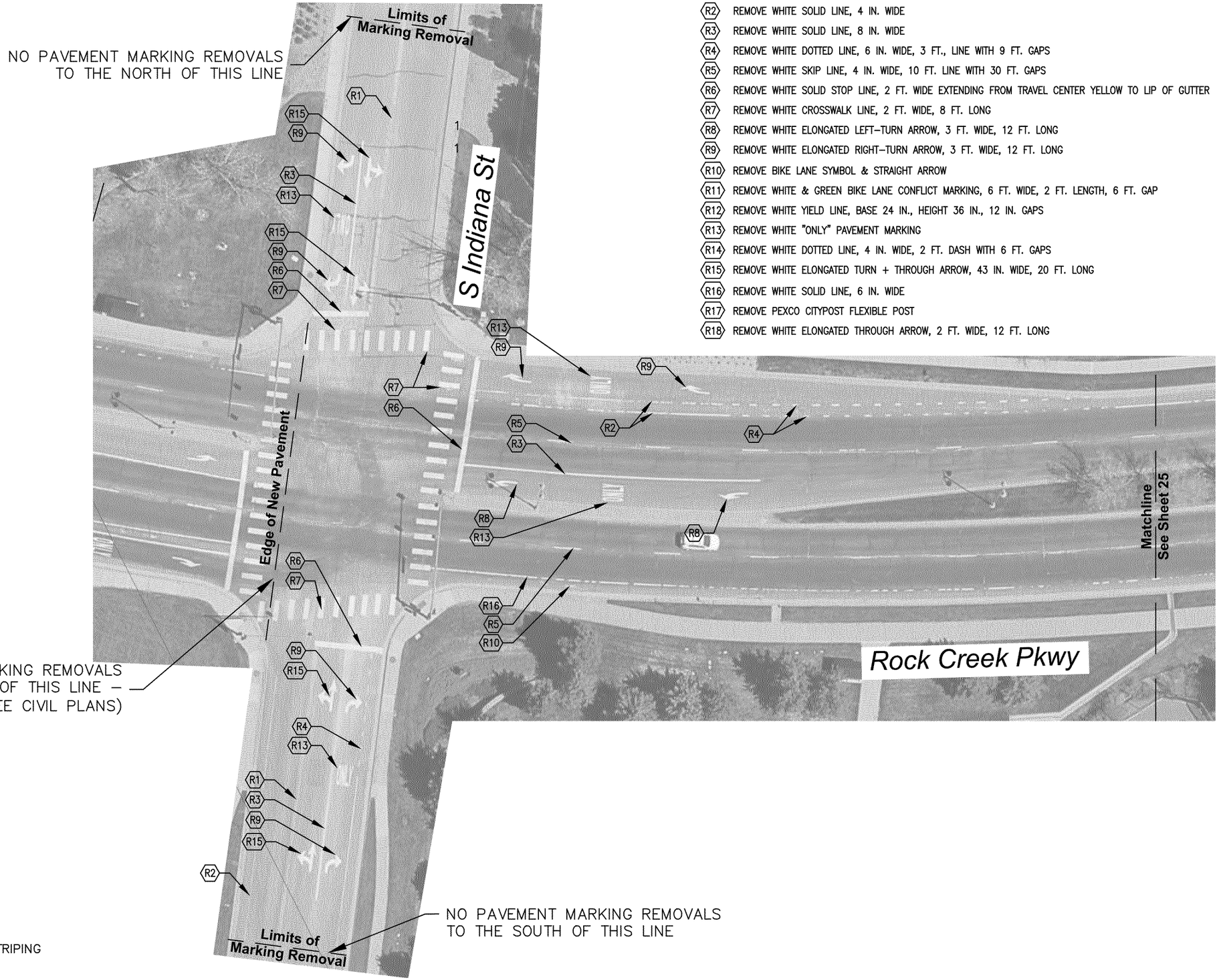

GENERAL NOTES:
- REMOVE ALL CONFLICTING STRIPING

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ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
REMOVALS - STRIPING

REVISIONS			
DATE	DESCRIPTION	BY	

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1": 40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S24

SHEET 24 OF 36

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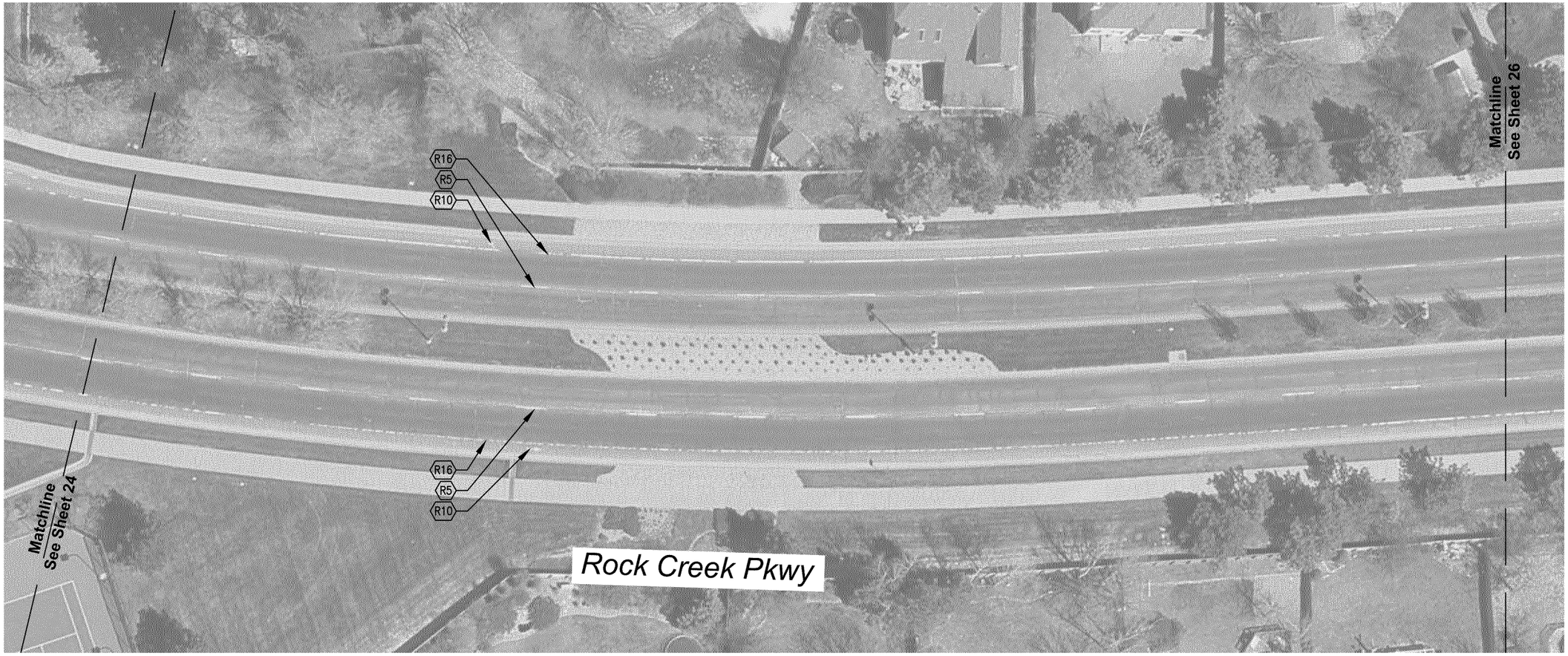

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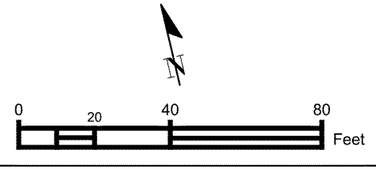

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R15	REMOVE WHITE ELONGATED TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG
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R18	REMOVE WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG

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ROCK CREEK PARKWAY REPURPOSING PROJECT

100% DESIGN

REMOVALS - STRIPING

REVISIONS

DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

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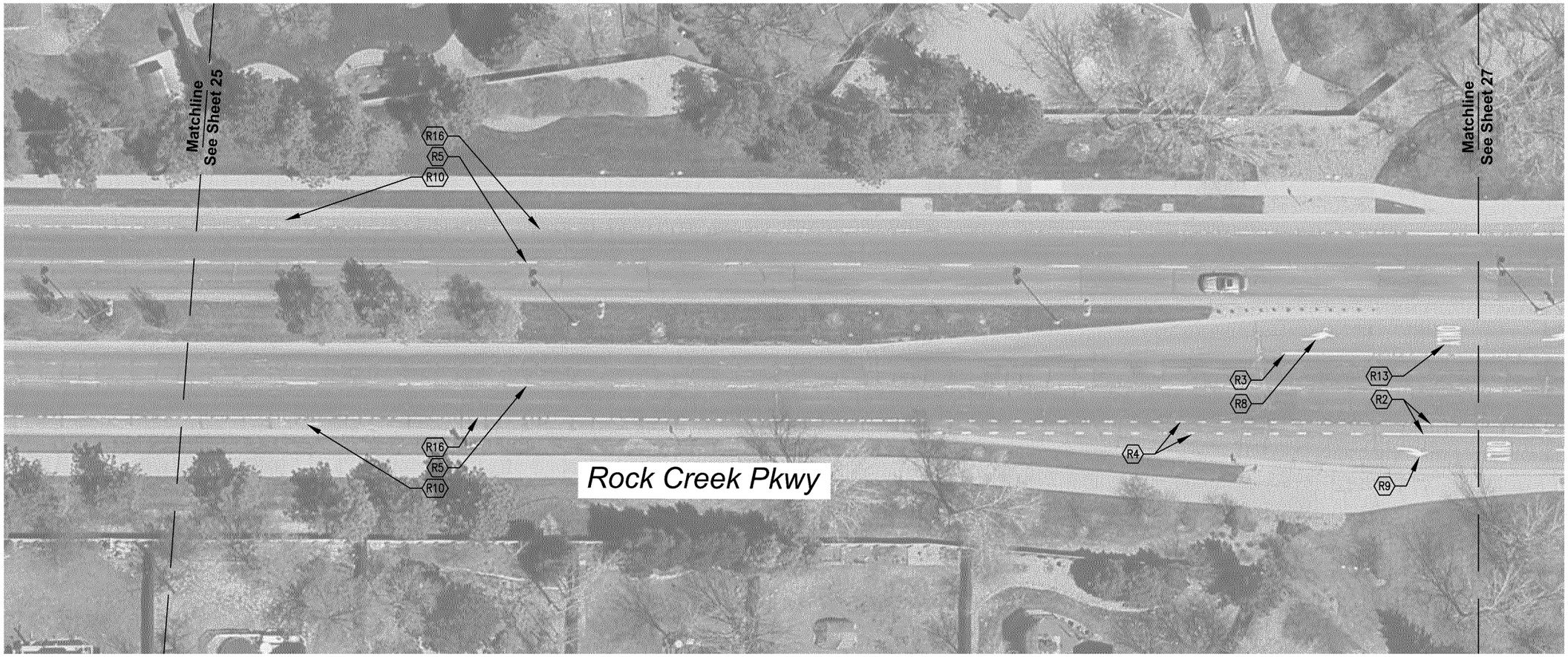
SHEET 25 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 12:17pm



PAVEMENT MARKING REMOVALS LEGEND (ALL CALLOUTS TYP.)

- (R1) REMOVE DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP
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- (R5) REMOVE WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS
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- (R8) REMOVE WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG
- (R9) REMOVE WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG
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GENERAL NOTES:
- REMOVE ALL CONFLICTING STRIPING

0 20 40 80 Feet

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ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
REMOVALS - STRIPING

REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
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ORIGINAL SCALE: 1":40'
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SUBSET: TRAFFIC

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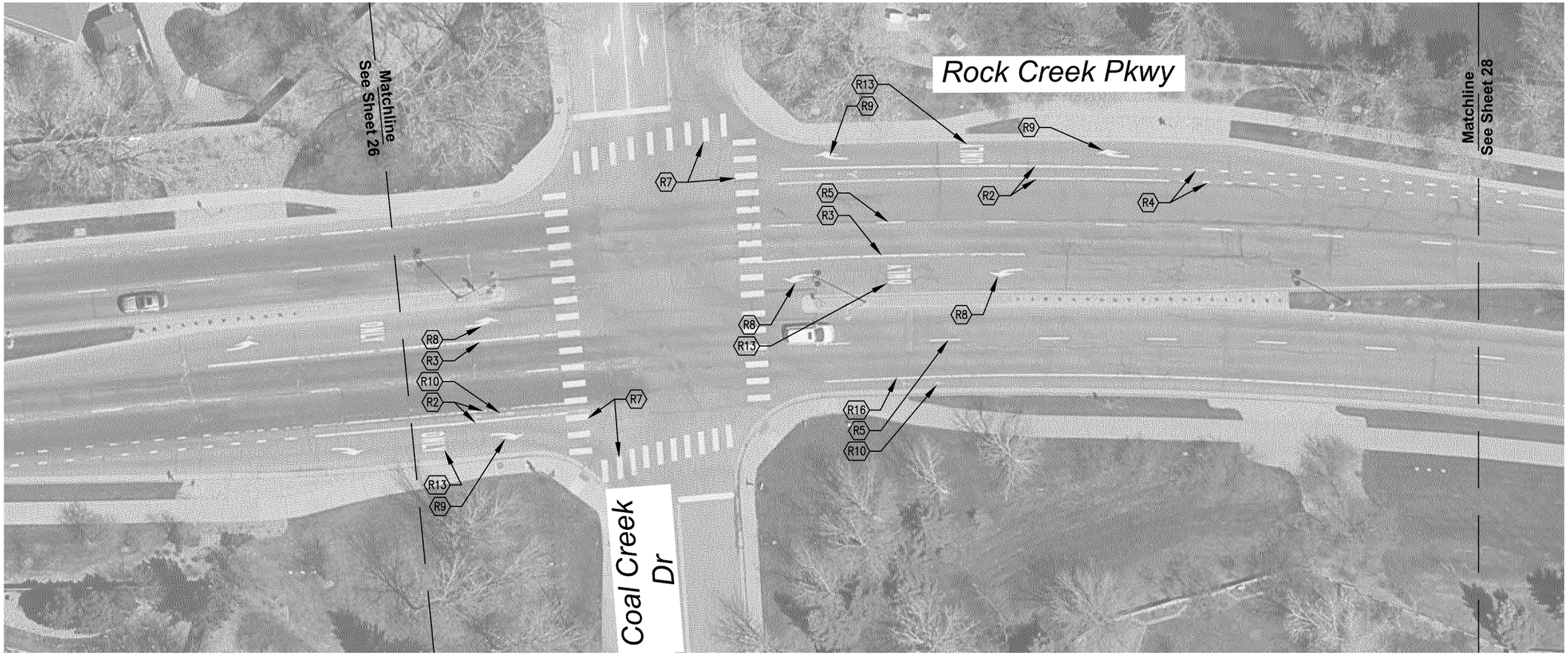

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100% DESIGN
REMOVALS - STRIPING

REVISIONS

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SUBSET: TRAFFIC

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SHEET 27 OF 36

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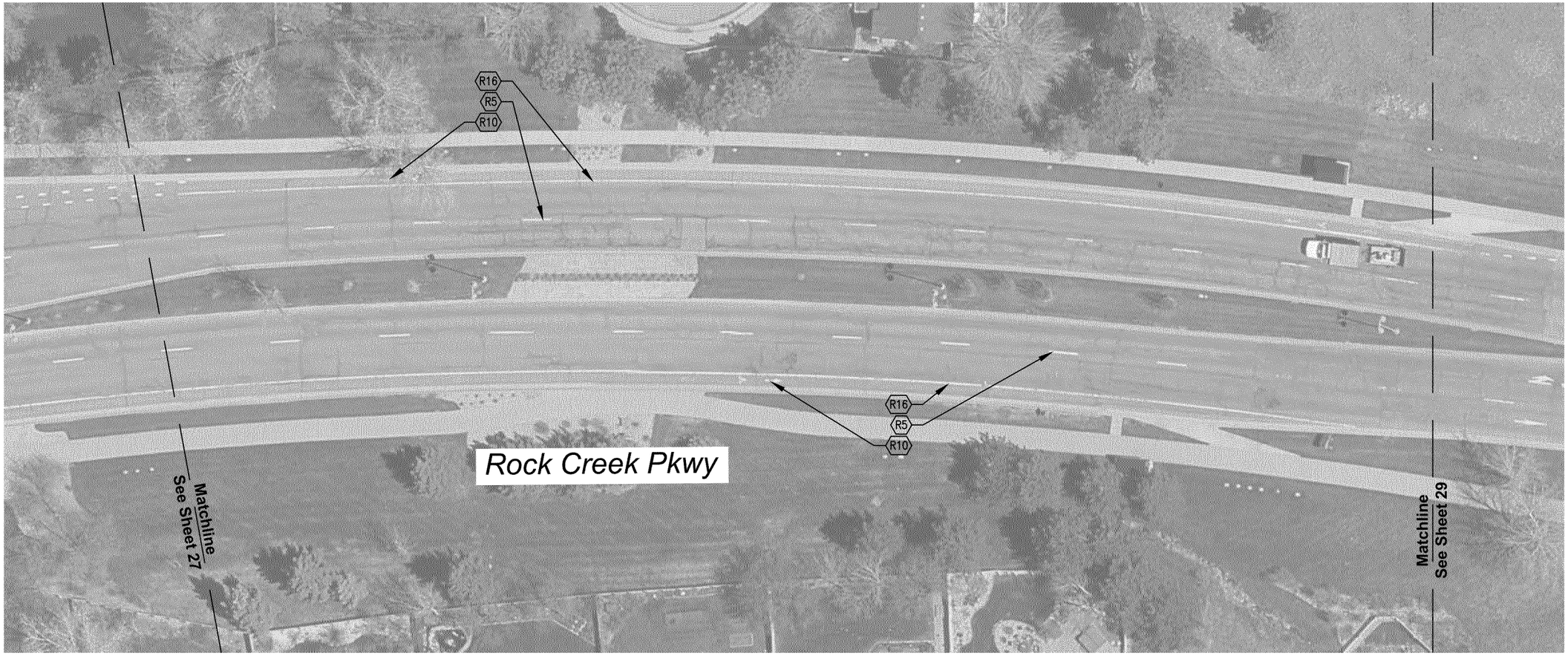

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0 20 40 80 Feet

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ROCK CREEK PARKWAY REPURPOSING PROJECT
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REMOVALS - STRIPING

REVISIONS		
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SHEET 28 OF 36

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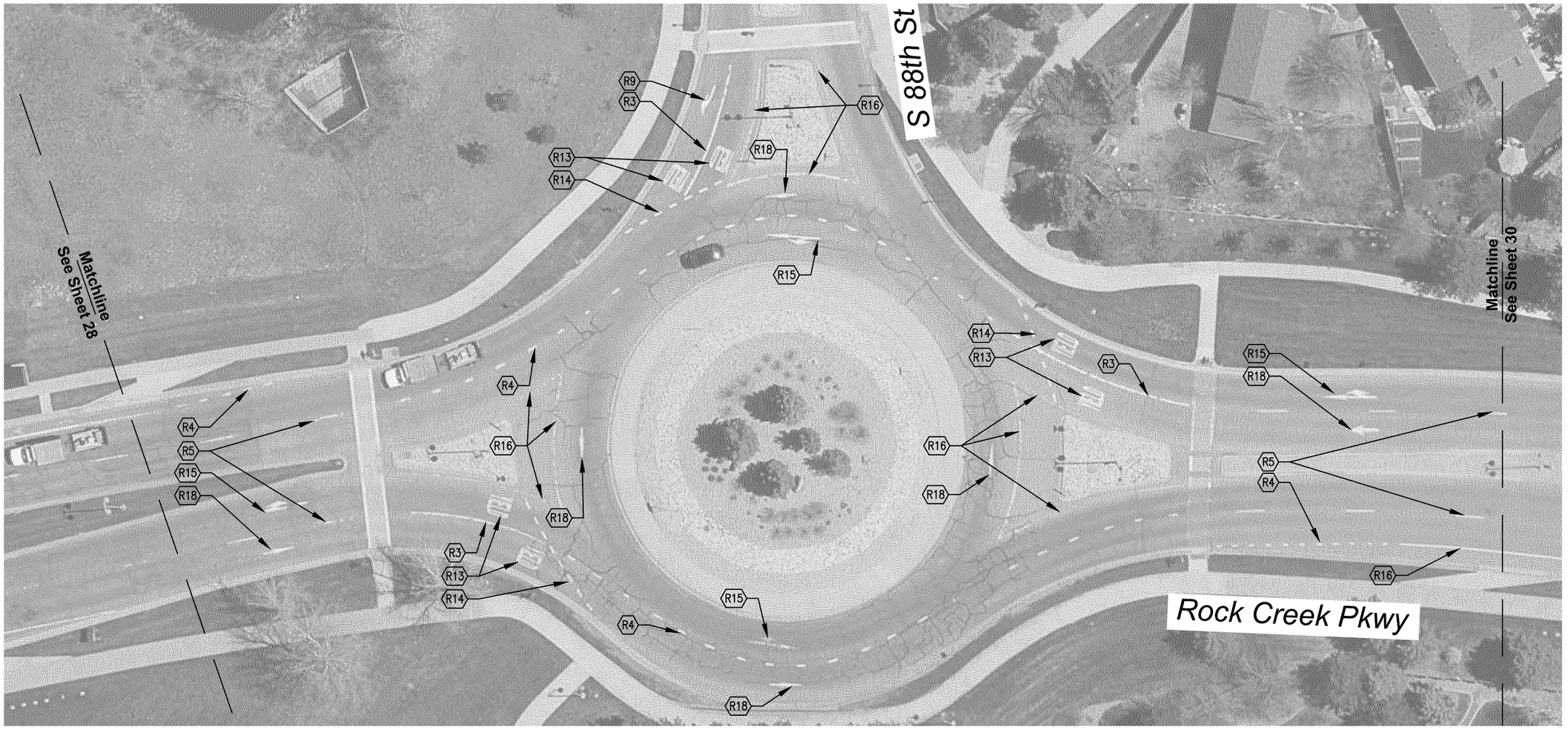

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ROCK CREEK PARKWAY REPURPOSING PROJECT

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REMOVALS - STRIPING

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FILE NAME:
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SHEET 29 OF 36

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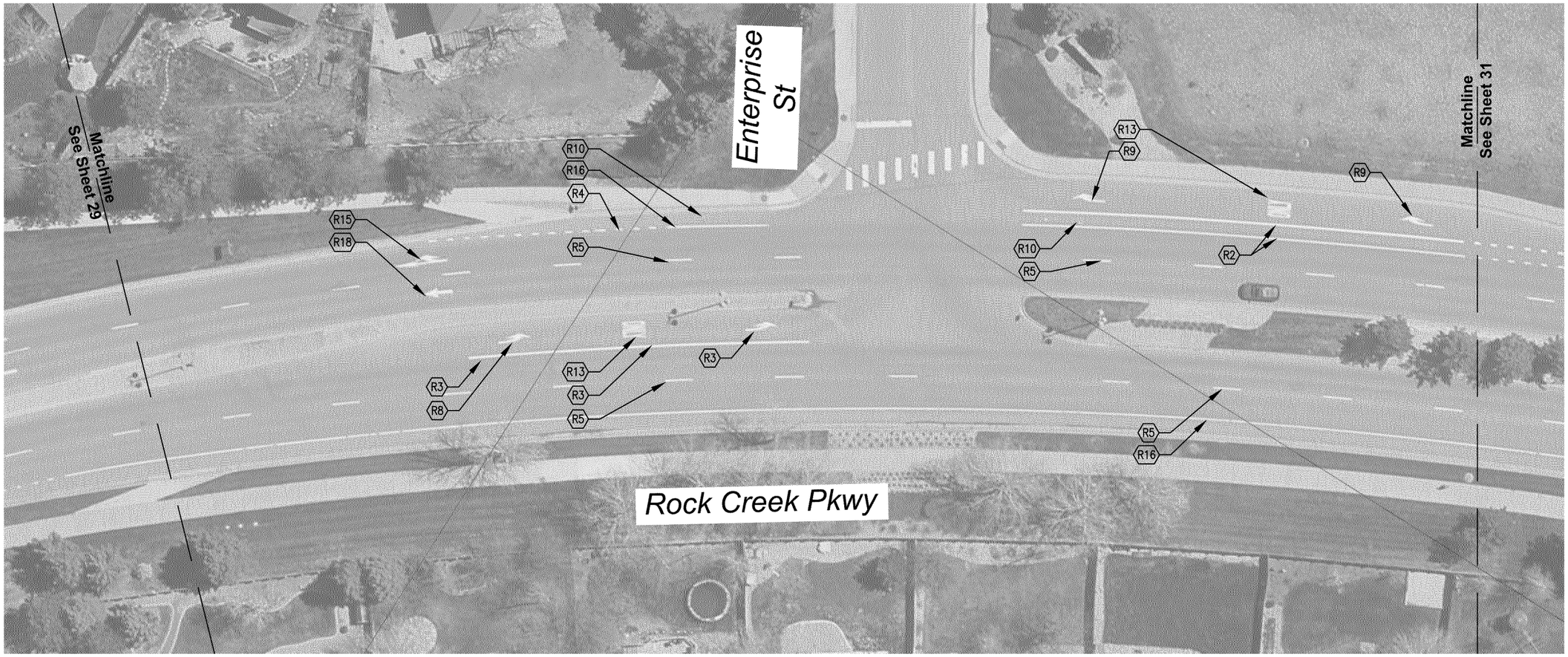

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REMOVALS - STRIPING

REVISIONS		
DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
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SUBSET: TRAFFIC

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SHEET 30 OF 36

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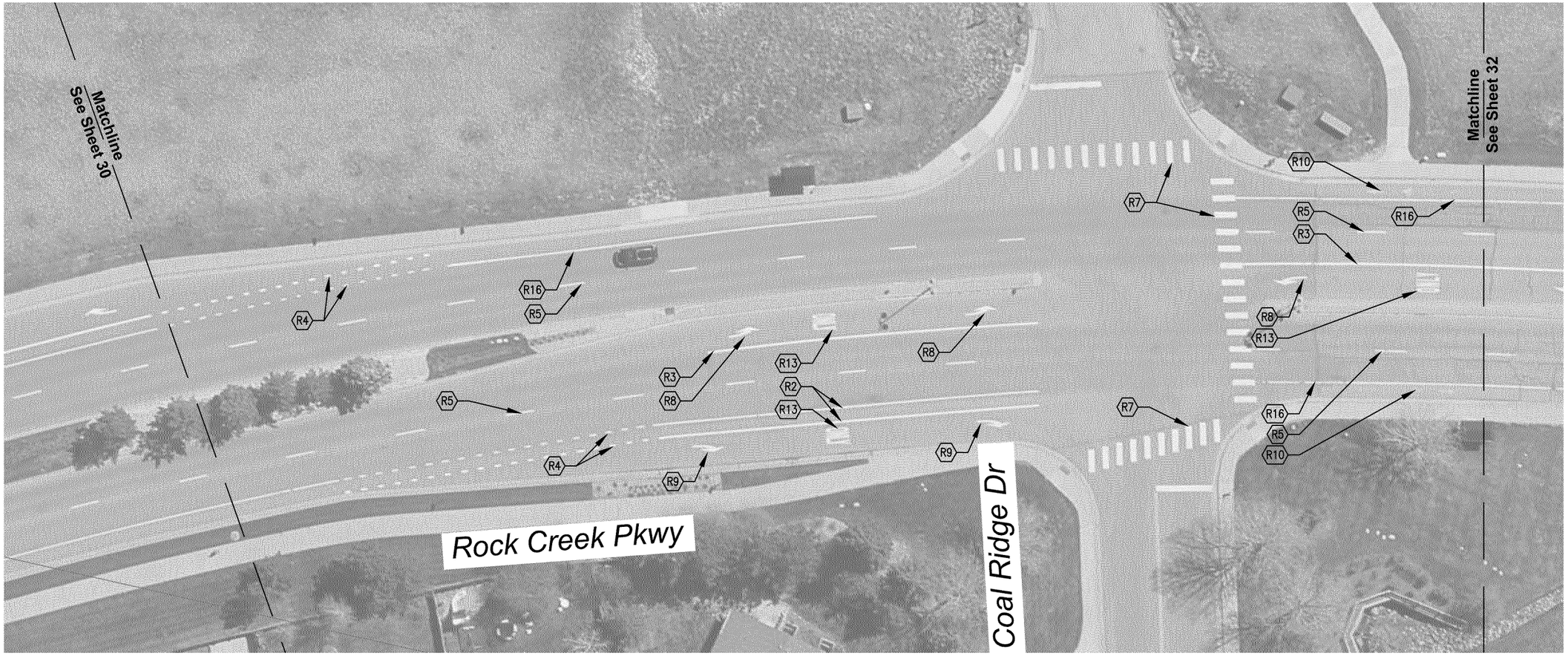

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REMOVALS - STRIPING

REVISIONS		
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ENGINEER: CF
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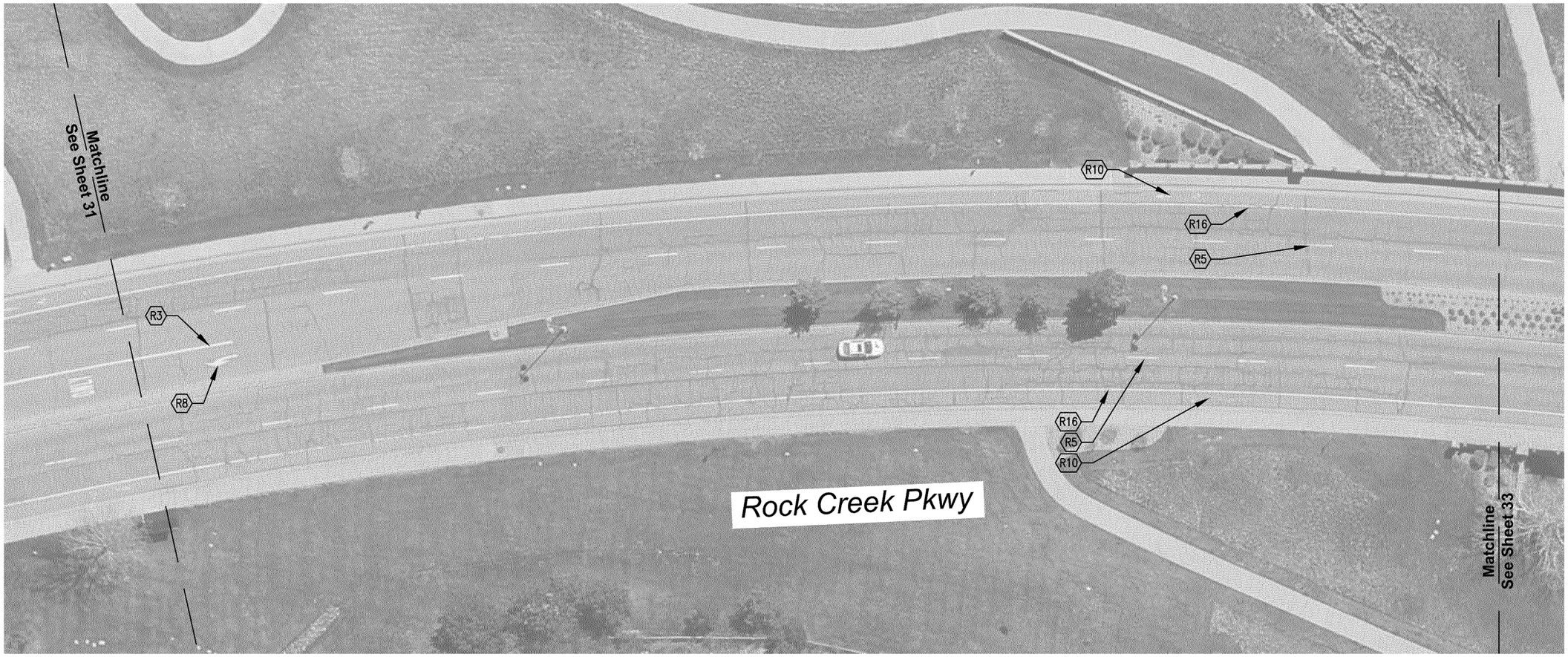

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GENERAL NOTES:
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0 20 40 80 Feet

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ROCK CREEK PARKWAY REPURPOSING PROJECT
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REMOVALS - STRIPING

REVISIONS

DATE	DESCRIPTION	BY

Engineer: CF
FT Project #: 23035
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Original Scale: 1":40'
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SHEET 32 OF 36

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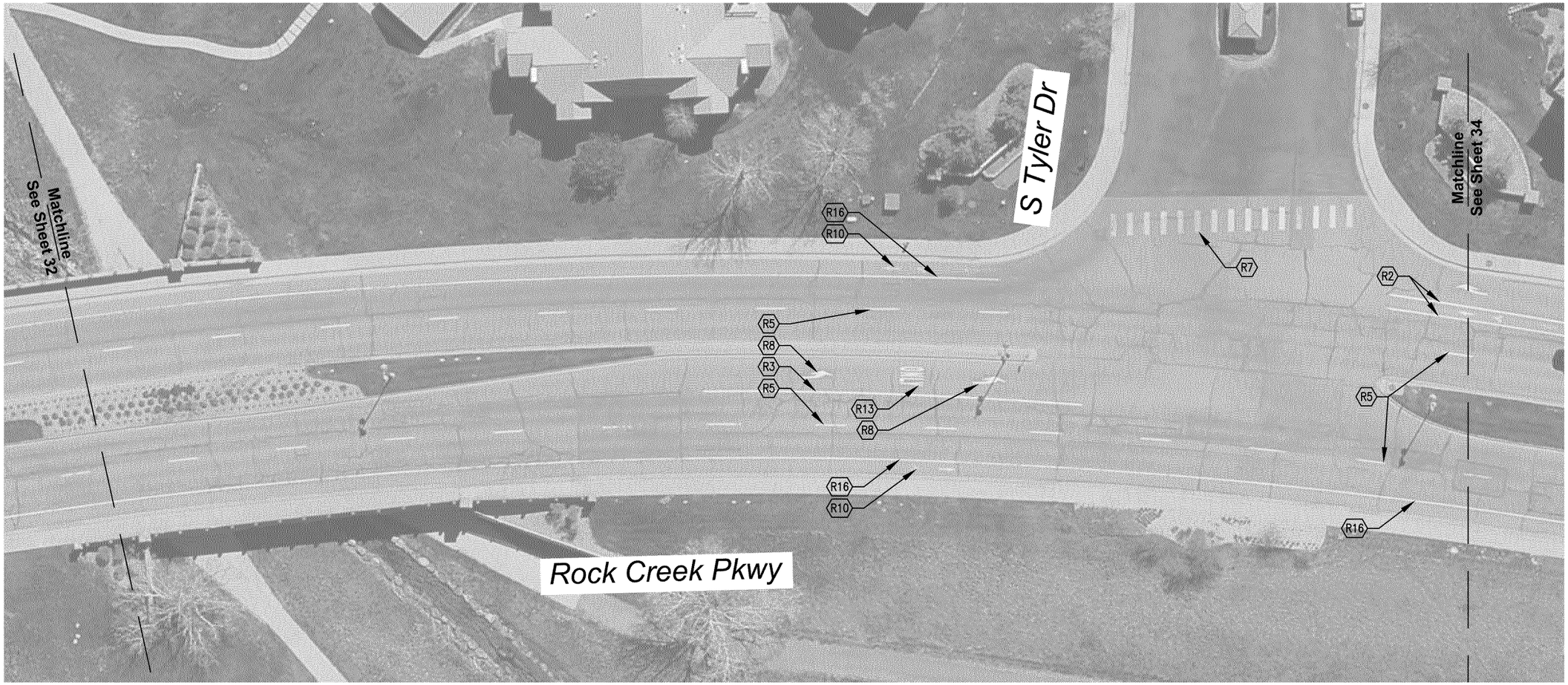

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SHEET 33 OF 36

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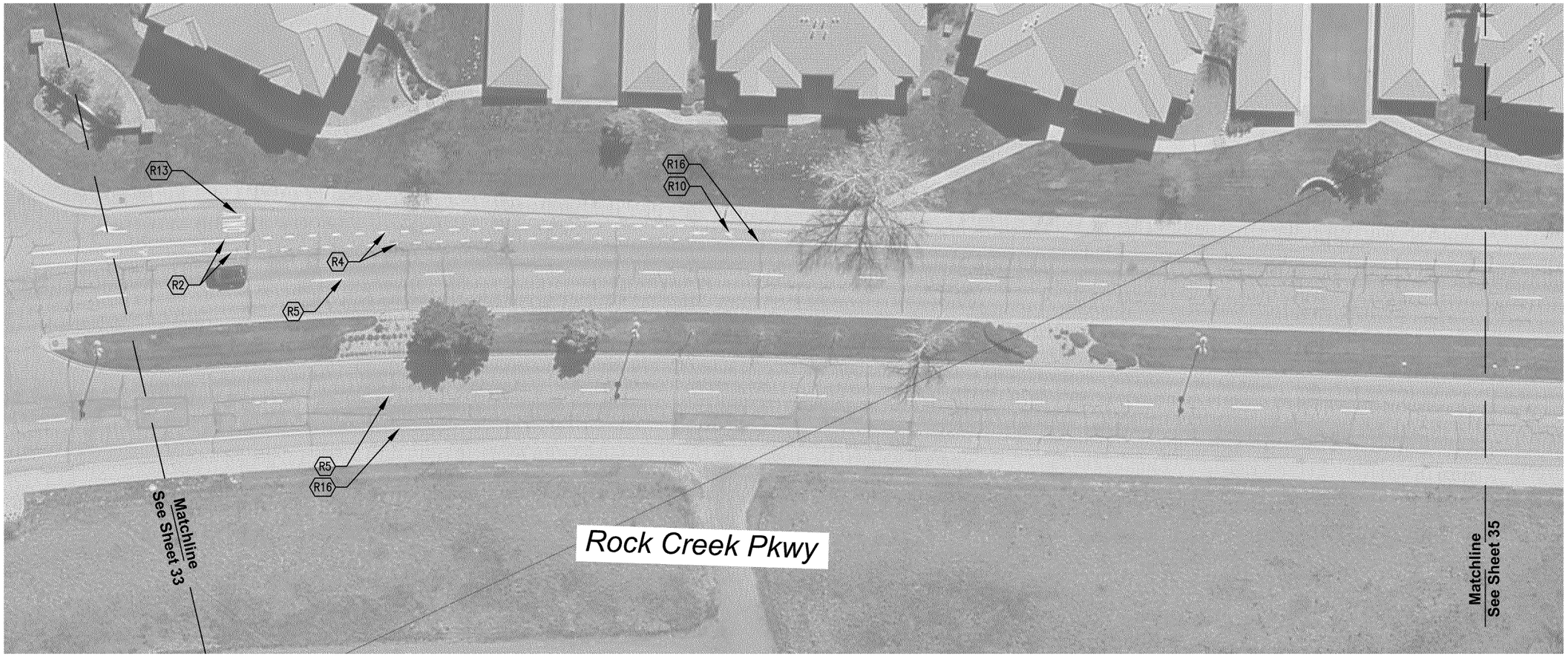

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- R18 REMOVE WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG

GENERAL NOTES:
- REMOVE ALL CONFLICTING STRIPING

0 20 40 80 Feet

FOX TUTTLE
1580 Logan Street
6th Floor
Denver, CO 80203
(303) 652-3571

ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
REMOVALS - STRIPING

REVISIONS		
DATE	DESCRIPTION	BY

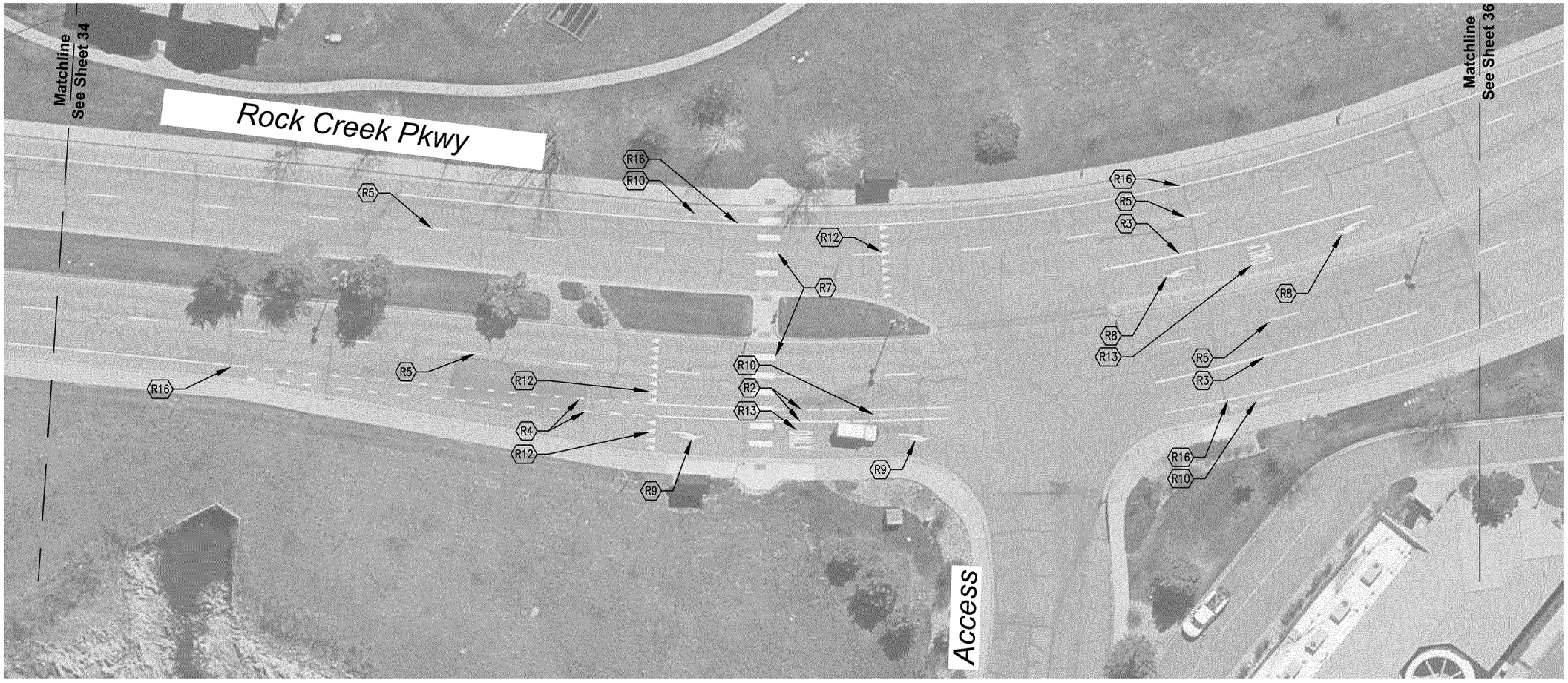
ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S34

SHEET 34 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 12:18pm



PAVEMENT MARKING REMOVALS LEGEND (ALL CALLOUTS TYP.)

- R1 REMOVE DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP
- R2 REMOVE WHITE SOLID LINE, 4 IN. WIDE
- R3 REMOVE WHITE SOLID LINE, 8 IN. WIDE
- R4 REMOVE WHITE DOTTED LINE, 6 IN. WIDE, 3 FT., LINE WITH 9 FT. GAPS
- R5 REMOVE WHITE SKIP LINE, 4 IN. WIDE, 10 FT. LINE WITH 30 FT. GAPS
- R6 REMOVE WHITE SOLID STOP LINE, 2 FT. WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER
- R7 REMOVE WHITE CROSSWALK LINE, 2 FT. WIDE, 8 FT. LONG
- R8 REMOVE WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG
- R9 REMOVE WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG
- R10 REMOVE BIKE LANE SYMBOL & STRAIGHT ARROW
- R11 REMOVE WHITE & GREEN BIKE LANE CONFLICT MARKING, 6 FT. WIDE, 2 FT. LENGTH, 6 FT. GAP
- R12 REMOVE WHITE YIELD LINE, BASE 24 IN., HEIGHT 36 IN., 12 IN. GAPS
- R13 REMOVE WHITE "ONLY" PAVEMENT MARKING
- R14 REMOVE WHITE DOTTED LINE, 4 IN. WIDE, 2 FT. DASH WITH 6 FT. GAPS
- R15 REMOVE WHITE ELONGATED TURN + THROUGH ARROW, 43 IN. WIDE, 20 FT. LONG
- R16 REMOVE WHITE SOLID LINE, 6 IN. WIDE
- R17 REMOVE PEXCO CITYPOST FLEXIBLE POST
- R18 REMOVE WHITE ELONGATED THROUGH ARROW, 2 FT. WIDE, 12 FT. LONG

GENERAL NOTES:
- REMOVE ALL CONFLICTING STRIPING

0 20 40 80 Feet

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ROCK CREEK PARKWAY REPURPOSING PROJECT
100% DESIGN
REMOVALS - STRIPING

REVISIONS

DATE	DESCRIPTION	BY

ENGINEER: CF
FT PROJECT #: 23035
FILE NAME:
ORIGINAL SCALE: 1":40'
DATE: 3/29/2024

SUBSET: TRAFFIC

S35

SHEET 35 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
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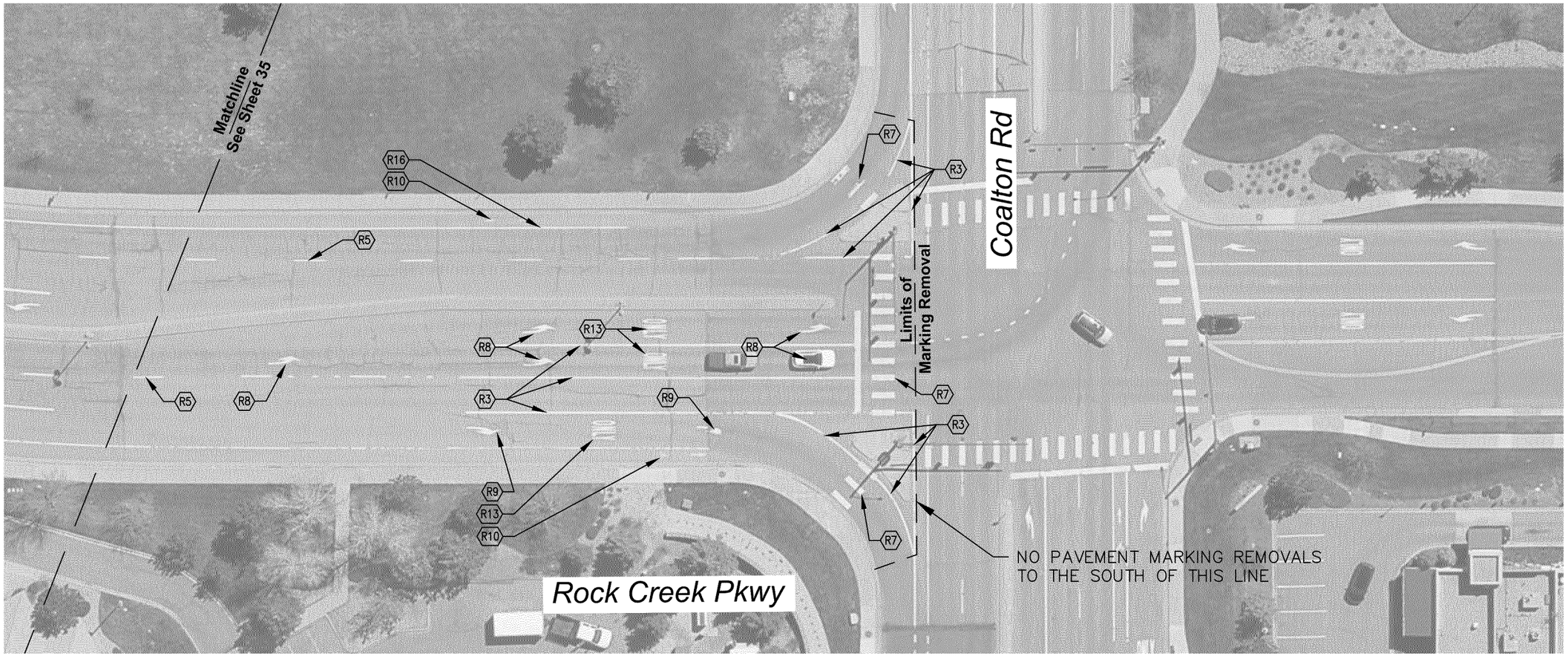

PAVEMENT MARKING REMOVALS LEGEND (ALL CALLOUTS TYP.)

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GENERAL NOTES:
- REMOVE ALL CONFLICTING STRIPING

0 20 40 80 Feet

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ROCK CREEK PARKWAY REPURPOSING PROJECT
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REMOVALS - STRIPING

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ENGINEER: CF
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ORIGINAL SCALE: 1": 40'
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S36

SHEET 36 OF 36

Drawing File: C:\Users\Alicia\Fox Tuttle Dropbox\Fox Tuttle Team Folder\Projects\2023\23035 Rock Creek Parkway Roadway Space Repurposing\cad\23035_Plan 100PCT_2024-04-05.dwg
Plotted by: Alicia
Plotted Date: Apr 05, 2024 - 12:18pm

DEMOLITION NOTES:

1. The terms “Remove” or “Demo” shall include removal and disposal of the element, unless otherwise noted.

2. The Contractor shall be responsible for field verifying the horizontal and vertical location of all existing utilities including water, electrical, storm drains, gas transmission lines, and other utilities above and below the surface that may affect the project.

3. Contractor shall clear and grub the area disturbed by grading. Debris, vegetation, roots and other materials not suitable for backfill shall be removed from the site and disposed of by the Contractor.

4. Trees removed by owner shall have their stumps ground to 6-12" below top of finished grade, unless otherwise noted. Fill holes with topsoil or fill material suitable for finished surface condition.

SITE NOTES:

1. The contractor shall be solely responsible for safety in, on or about the project site. Any damage to adjacent property or utilities, not designated for removal, relocation or replacement, shall be repaired and/or replaced by the contractor at the contractor's expense.

2. The contractor shall be responsible for obtaining any permits or licenses required for the performance of the work as applicable to the project.

3. Contractor shall be responsible for notifying the Owner if any significant inconsistencies between the existing conditions and these plans are discovered.

4. All dimensions shall be field verified by contractor prior to construction. Any deviation from these plans must be approved by the Landscape Architect and Owners Rep prior to construction.

5. The Contractor shall be responsible for all construction surveying. Layout and staking of all improvements shall be approved by the Owner to installation of improvements. Discrepancies to the base information shall be brought to the Owner attention for a decision prior to commencing with the work. Notification of request for field review shall be made a minimum of 24 hours in advance.

6. Contractor staging area and construction access to be determined with Owner at pre-construction meeting.

7. Contractor shall be responsible for his/her own construction quantity estimates.

8. All concrete flatwork (including sidewalks) shall have 2% cross slope as noted.

9. The Owner makes no warranty as to the correctness and/or completeness of the existing utility locations shown or not shown on the plans. The contractor shall be responsible for field verifying the horizontal and vertical location of all existing utilities including water, sewer, storm drains, gas transmission lines, and other utilities above and below the surface that may affect the project. Should discrepancy or conflict be discovered the contractor shall notify the Owner immediately, and shall not continue construction until said conflict can be resolved in writing.

10. The contractor shall notify all utility companies at least 48 hours prior to beginning construction to verify depth and location of all utilities.

11. Any construction debris or mud-tracking in the public right-of-way resulting from the work shall be removed immediately by the contractor.

12. The contractor shall provide all lights, signs, barricades, flagmen and other devices necessary to provide for the public safety on and about the site. The contractor shall furnish appropriate traffic control and safety measures in accordance with the requirements of applicable highways and transportation authority.

13. Contractor shall take appropriate measures to protect both on site and adjacent property, trees and vegetation. Areas outside the limits of work as shown on the plans and/or cross sections shall remain undisturbed. Any items not intended for demolition must be protected. Any damage will be repaired at contractor's expense.

14. Contractor shall clear and grub the area disturbed by grading. Debris, vegetation, roots and other materials not suitable for backfill shall be removed from the site and disposed of by the contractor.

15. Additional layout information may be provided to the contractor prior to construction, upon request. Owner will provide digital files of the site plan in AutoCAD format.

16. Written dimensions will take precedence over scaled dimensions. Contractor to notify Owner with any discrepancies.

17. Curved walks and curb edges are intended to be constructed with smooth flowing curves using flexible form materials. Anything other than smooth flowing curves will be rejected. All forms to be inspected & approved by Owner or Landscape Architect. Contractor to give Owner 48 hours notification of form inspection.

18. All control joints shall be sawcut and spaced as indicated on the plans and details, expansion joints shall be placed as indicated on the drawings and details or every 150' min. Contractor shall layout all control joints and expansion joints in the field for approval by the Landscape Architect and Owner's Rep.

19. Landscape Architect and Owner shall approve final staking by contractor of all concrete flatwork and prior to construction and all form work.

20. Contractor required to hand dig around mature tree roots. If conflicts arise contact owner and landscape architect.

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04/17/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

Project No.: 22407.00

Issued For:	Date:
Bid Set	04.05.24

Drafted By: TH
Checked By: SW

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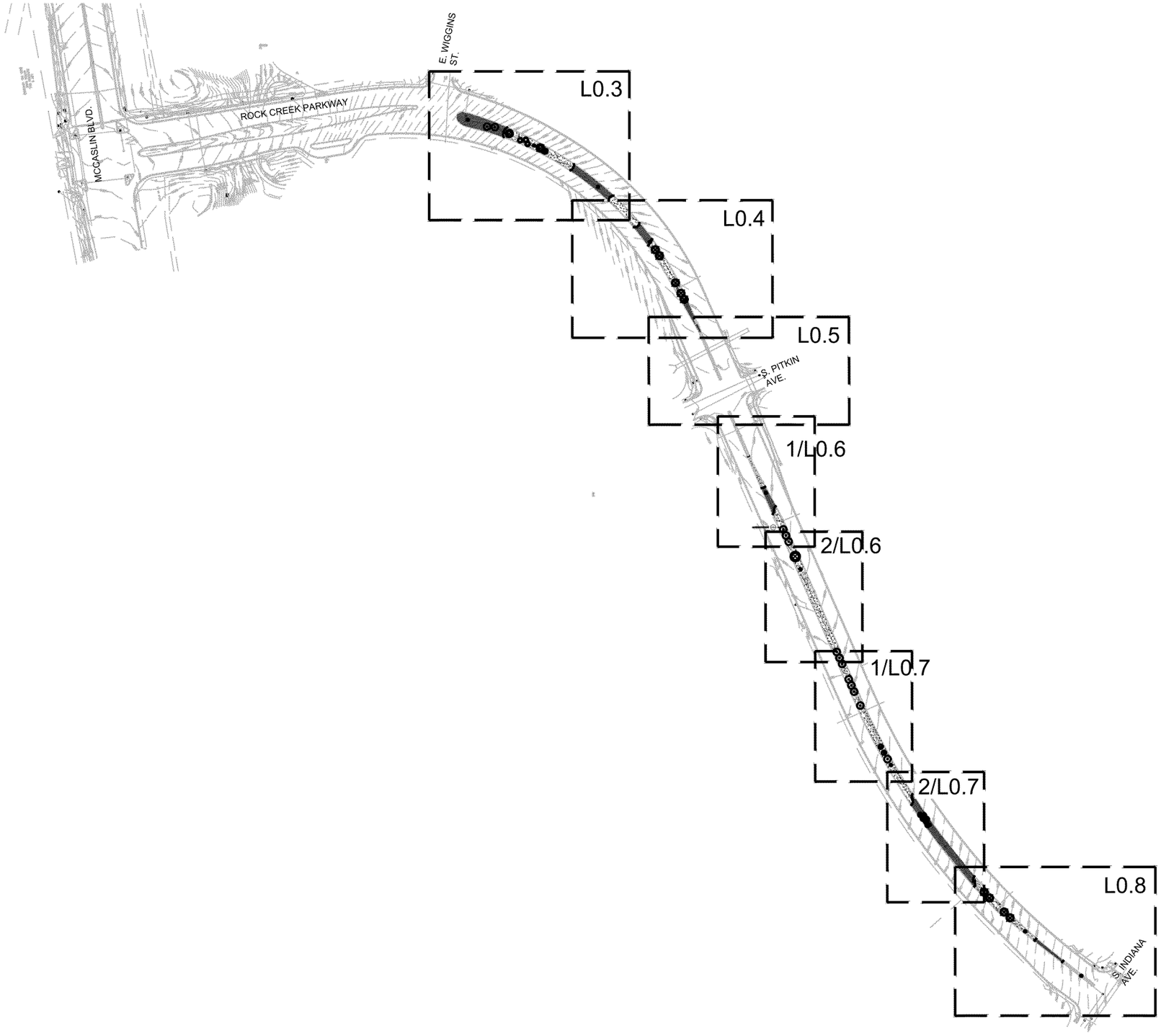
NOTES

L0.1



1 OVERALL DEMOLITION PLAN

Scale: 1" = 250'-0"

NORTH

250' 500'

DESIGN CONCEPTS

Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04.17.2009 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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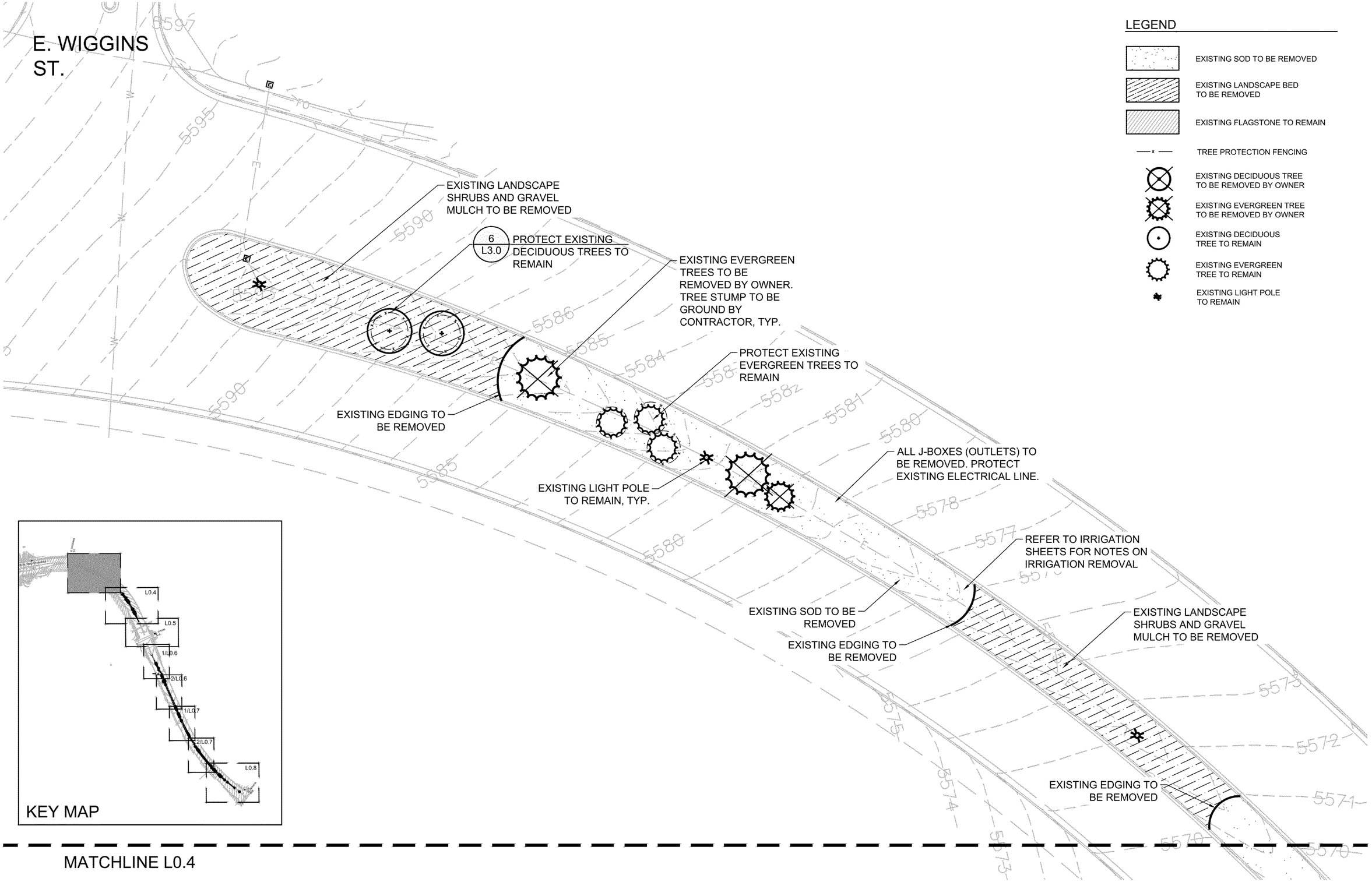
OVERALL DEMOLITION PLAN

L0.2



LEGEND

- EXISTING SOD TO BE REMOVED
- EXISTING LANDSCAPE BED TO BE REMOVED
- EXISTING FLAGSTONE TO REMAIN
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO BE REMOVED BY OWNER
- EXISTING EVERGREEN TREE TO BE REMOVED BY OWNER
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

1 DEMOLITION ENLARGEMENT PLAN

Scale: 1" = 30'-0"

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04/17/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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DEMOLITION ENLARGEMENT PLAN

L0.3

MATCHLINE L0.3

EXISTING EDGING TO BE REMOVED

EXISTING LANDSCAPE SHRUBS AND GRAVEL MULCH TO BE REMOVED

EXISTING EDGING TO BE REMOVED

EXISTING LIGHT POLE TO REMAIN, TYP.

EXISTING DECIDUOUS TREE TO BE REMOVED BY OWNER. TREE STUMP TO BE GROUND BY CONTRACTOR, TYP.

REFER TO IRRIGATION SHEETS FOR NOTES ON IRRIGATION REMOVAL

ALL J-BOXES (OUTLETS) TO BE REMOVED. PROTECT EXISTING ELECTRICAL LINE.

EXISTING SOD TO BE REMOVED, TYP.

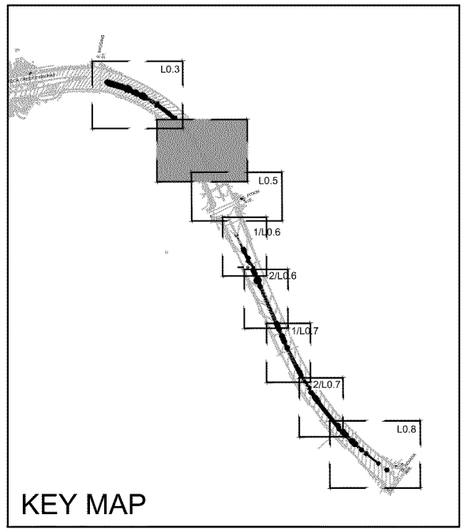
EXISTING EDGING TO BE REMOVED

EXISTING LANDSCAPE SHRUBS AND GRAVEL MULCH TO BE REMOVED

PROTECT EXISTING STORM UTILITY TO REMAIN

LEGEND

- EXISTING SOD TO BE REMOVED
- EXISTING LANDSCAPE BED TO BE REMOVED
- EXISTING FLAGSTONE TO REMAIN
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO BE REMOVED BY OWNER
- EXISTING EVERGREEN TREE TO BE REMOVED BY OWNER
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN



KEY MAP

MATCHLINE L0.5

1 DEMOLITION ENLARGEMENT PLAN

Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04-17-2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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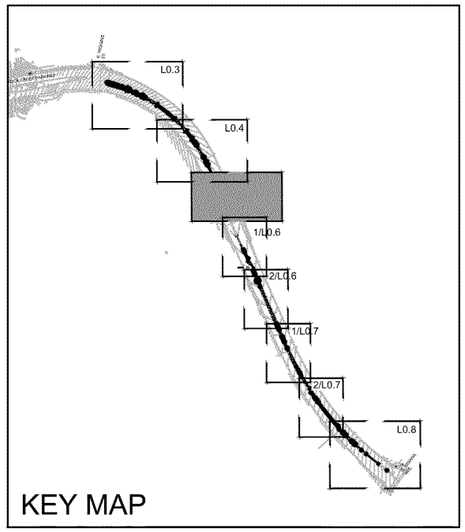
DEMOLITION ENLARGEMENT PLAN

L0.4

MATCHLINE L0.4



KEY MAP

MATCHLINE 1/L0.6

EXISTING FLAGSTONE
TO REMAIN

S. PITKIN AVE.

LEGEND

- EXISTING SOD TO BE REMOVED
- EXISTING LANDSCAPE BED TO BE REMOVED
- EXISTING FLAGSTONE TO REMAIN
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO BE REMOVED BY OWNER
- EXISTING EVERGREEN TREE TO BE REMOVED BY OWNER
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

NORTH

30' 60'

1 DEMOLITION ENLARGEMENT PLAN
Scale: 1" = 30'-0"

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER
503
04/17/2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

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DEMOLITION ENLARGEMENT PLAN

L0.5

MATCHLINE L0.5

MATCHLINE 1/L0.6

EXISTING FLAGSTONE TO REMAIN

EXISTING SOD TO BE REMOVED, TYP.

EXISTING LIGHT POLE TO REMAIN, TYP.

EXISTING LANDSCAPE SHRUBS AND GRAVEL MULCH TO BE REMOVED

REFER TO IRRIGATION SHEETS FOR NOTES ON IRRIGATION REMOVAL

ALL J-BOXES (OUTLETS) TO BE REMOVED. PROTECT EXISTING ELECTRICAL LINE.

EXISTING EDGING TO BE REMOVED

PROTECT EXISTING DECIDUOUS TREES TO REMAIN (6 / L3.0)

EXISTING EVERGREEN TREES TO BE REMOVED BY OWNER. TREE STUMP TO BE GROUND BY CONTRACTOR, TYP.

EXISTING LIGHT POLE TO REMAIN, TYP.

ALL J-BOXES (OUTLETS) TO BE REMOVED. PROTECT EXISTING ELECTRICAL LINE.

EXISTING SOD TO BE REMOVED, TYP.

REFER TO IRRIGATION SHEETS FOR NOTES ON IRRIGATION REMOVAL

KEY MAP

L0.3 L0.4 L0.5 L0.6 2/L0.6 1/L0.7 2/L0.7 L0.8

MATCHLINE 2/L0.6

MATCHLINE 1/L0.7

LEGEND

- EXISTING SOD TO BE REMOVED
- EXISTING LANDSCAPE BED TO BE REMOVED
- EXISTING FLAGSTONE TO REMAIN
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO BE REMOVED BY OWNER
- EXISTING EVERGREEN TREE TO BE REMOVED BY OWNER
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

1 DEMOLITION ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

2 DEMOLITION ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04/17/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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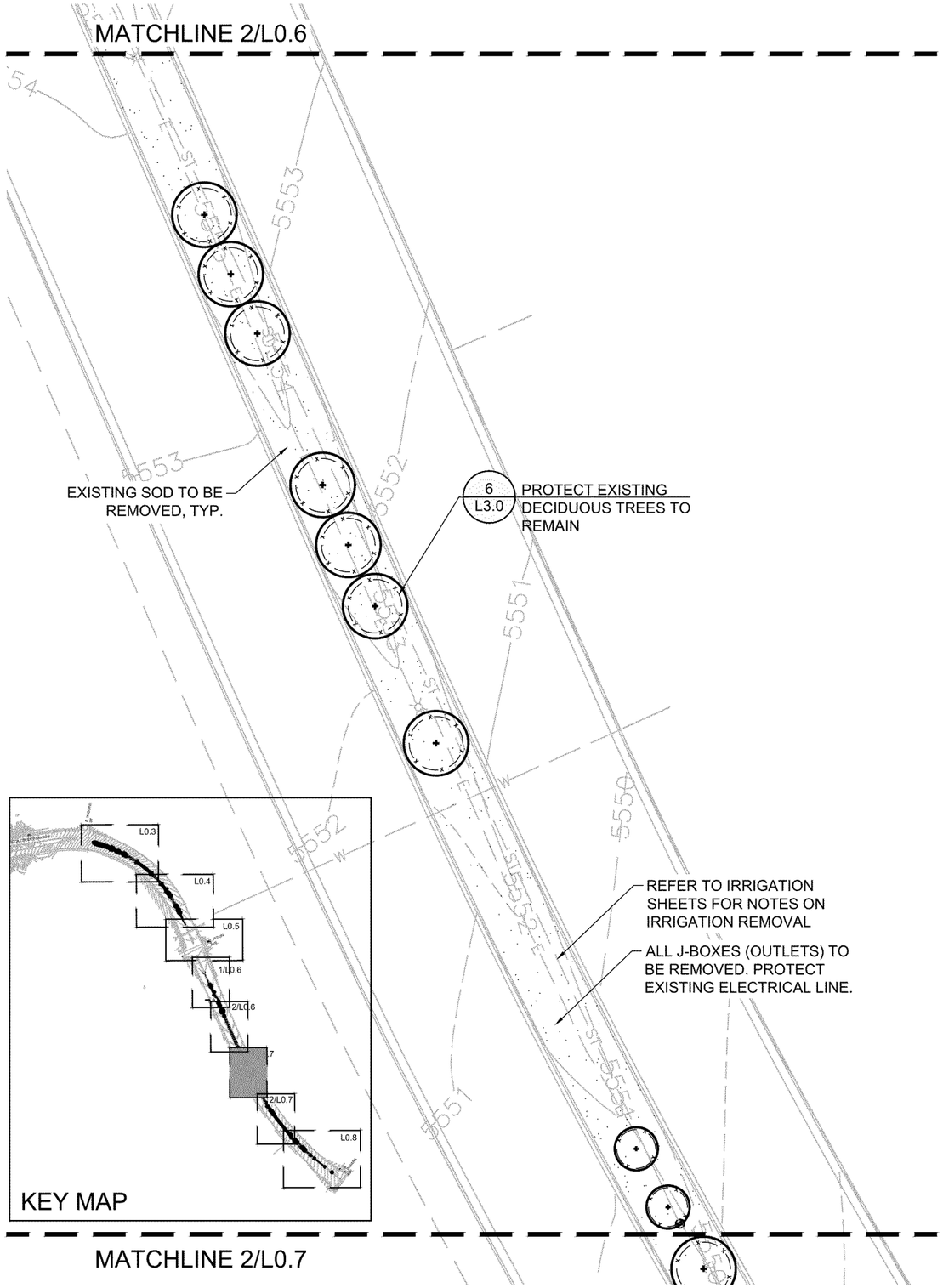
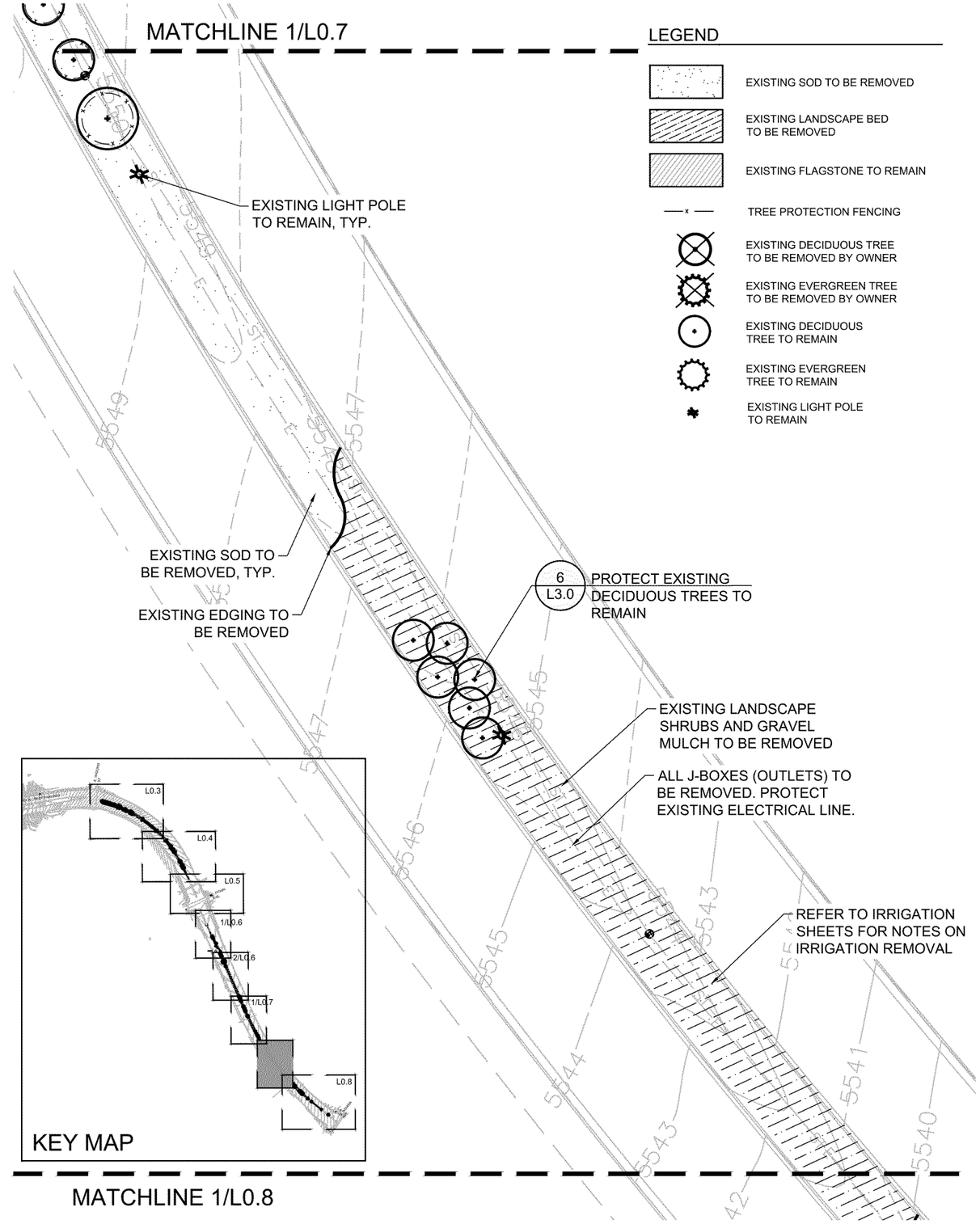
DEMOLITION ENLARGEMENT PLAN

L0.6



1 DEMOLITION ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'



2 DEMOLITION ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

LEGEND

- EXISTING SOD TO BE REMOVED
- EXISTING LANDSCAPE BED TO BE REMOVED
- EXISTING FLAGSTONE TO REMAIN
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO BE REMOVED BY OWNER
- EXISTING EVERGREEN TREE TO BE REMOVED BY OWNER
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

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DEMOLITION ENLARGEMENT PLAN

L0.7

MATCHLINE 2/L0.7

EXISTING EDGING TO BE REMOVED

EXISTING DECIDUOUS TREES TO BE REMOVED BY OWNER. TREE STUMP TO BE GROUND BY CONTRACTOR, TYP.

PROTECT EXISTING STORM UTILITY TO REMAIN

ALL J-BOXES (OUTLETS) TO BE REMOVED. PROTECT EXISTING ELECTRICAL LINE.

REFER TO IRRIGATION SHEETS FOR NOTES ON IRRIGATION REMOVAL

EXISTING SOD TO BE REMOVED, TYP.

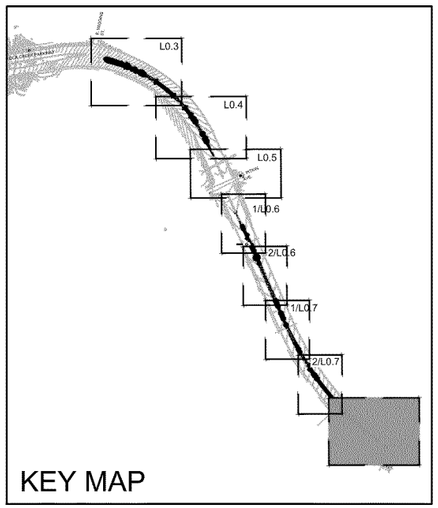
EXISTING LANDSCAPE SHRUBS AND GRAVEL MULCH TO BE REMOVED

EXISTING FLAGSTONE TO REMAIN

S. INDIANA AVE.

LEGEND

- EXISTING SOD TO BE REMOVED
- EXISTING LANDSCAPE BED TO BE REMOVED
- EXISTING FLAGSTONE TO REMAIN
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO BE REMOVED BY OWNER
- EXISTING EVERGREEN TREE TO BE REMOVED BY OWNER
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN



KEY MAP

1 ENLARGEMENT PLAN

Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

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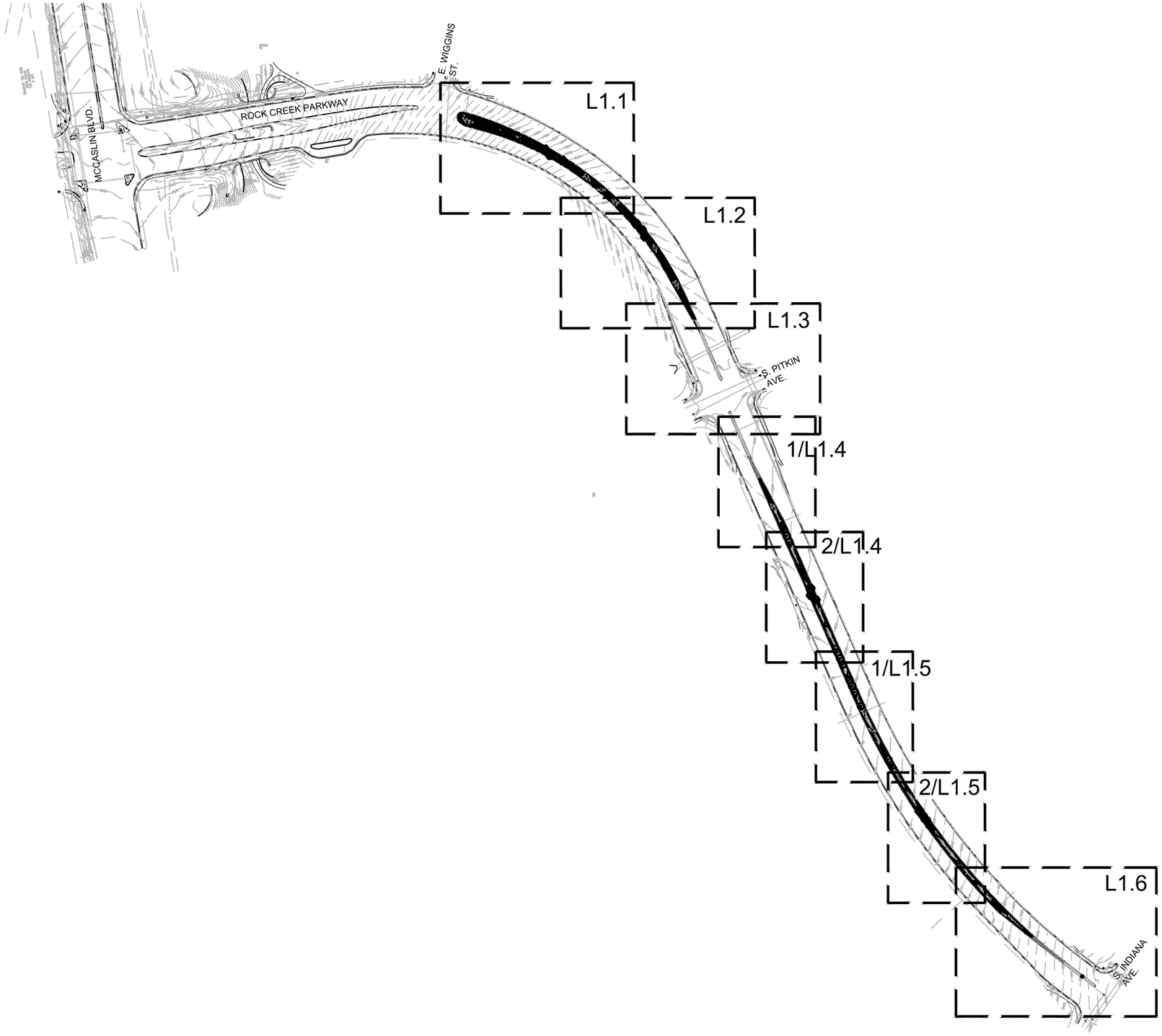
DEMOLITION ENLARGEMENT PLAN

L0.8



1 OVERALL SITE PLAN

Scale: 1" = 250'-0"

NORTH

250' 500'

DESIGN CONCEPTS

Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04.17.2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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OVERALL SITE PLAN

L1.0

E. WIGGINS ST.

3 L3.1 BOULDER RIDGE, TYPE C

6 L3.0 TREE PROTECTION FENCING

2 L3.0 ROCK MULCH BAND, TYP.

1 L3.1 BOULDER RIDGE, TYPE A

STAMPED CONCRETE 1 L3.0

PROTECT EXISTING EVERGREEN TREES TO REMAIN

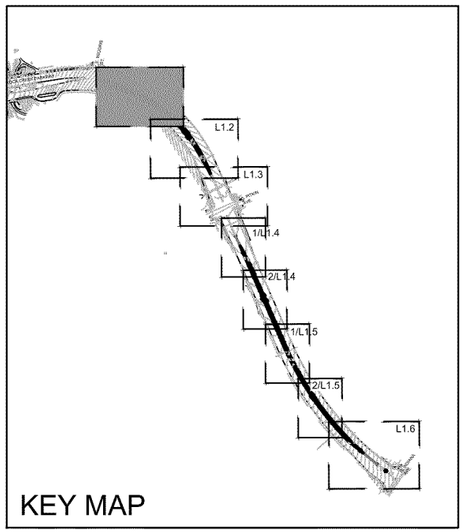
EXISTING LIGHT POLE TO REMAIN, TYP.

CRUSHER FINES MULCH, TYP.

3 L3.1 BOULDER RIDGE, TYPE C

1 L3.1 BOULDER RIDGE, TYPE A

BOULDER RIDGE, TYPE C 3 L3.1



KEY MAP

MATCHLINE L1.2

LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

NORTH

30' 60'

1 ENLARGEMENT PLAN

Scale: 1" = 30'-0"

DESIGN CONCEPTS

Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

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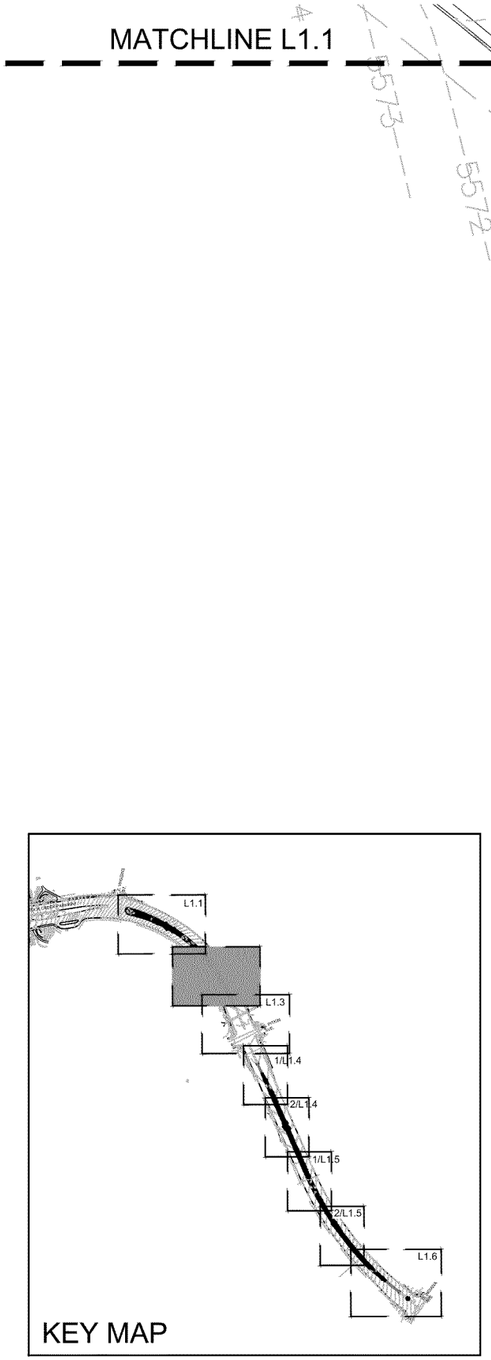
ENLARGEMENT PLAN

L1.1

MATCHLINE L1.1



KEY MAP

MATCHLINE L1.3

2 / L3.0 ROCK MULCH BAND, TYP.

1 / L3.1 BOULDER RIDGE, TYPE A

EXISTING LIGHT POLE TO REMAIN, TYP.

STAMPED CONCRETE 1 / L3.0

3 / L3.1 BOULDER RIDGE, TYPE C

CRUSHER FINES MULCH, TYP.

LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

1 ENLARGEMENT PLAN

Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04/17/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

Project No.: 22407.00

Issued For:	Date:
Bid Set	04.05.24

Drafted By: TH
Checked By: SW

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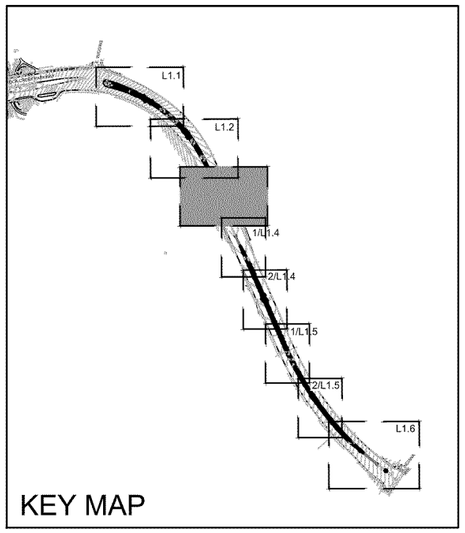
ENLARGEMENT PLAN

L1.2

MATCHLINE L1.2



KEY MAP

PROTECT EXISTING STORM UTILITY TO REMAIN

STAMPED CONCRETE TO EXTEND TO EXISTING FLAGSTONE

EXISTING FLAGSTONE TO REMAIN

S. PITKIN AVE.

MATCHLINE 1/L1.4

LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

1 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHAWN WEBER 503 04/17/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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ENLARGEMENT PLAN

L1.3

MATCHLINE L1.3

MATCHLINE 1/L1.4

EXISTING FLAGSTONE TO REMAIN

STAMPED CONCRETE TO EXTEND TO EXISTING FLAGSTONE

EXISTING LIGHT POLE TO REMAIN, TYP.

1 L3.0 STAMPED CONCRETE

2 L3.1 BOULDER RIDGE, TYPE B

CRUSHER FINES MULCH, TYP.

2 L3.0 ROCK MULCH BAND, TYP.

PROTECT EXISTING TREES TO REMAIN

PROTECT EXISTING TREES TO REMAIN

EXISTING LIGHT POLE TO REMAIN, TYP.

2 L3.0 ROCK MULCH BAND, TYP.

STAMPED CONCRETE 1 L3.0

CRUSHER FINES MULCH, TYP.

LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

KEY MAP

KEY MAP

MATCHLINE 2/L1.4

MATCHLINE 1/L1.5

1 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

2 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

DESIGN CONCEPTS

Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

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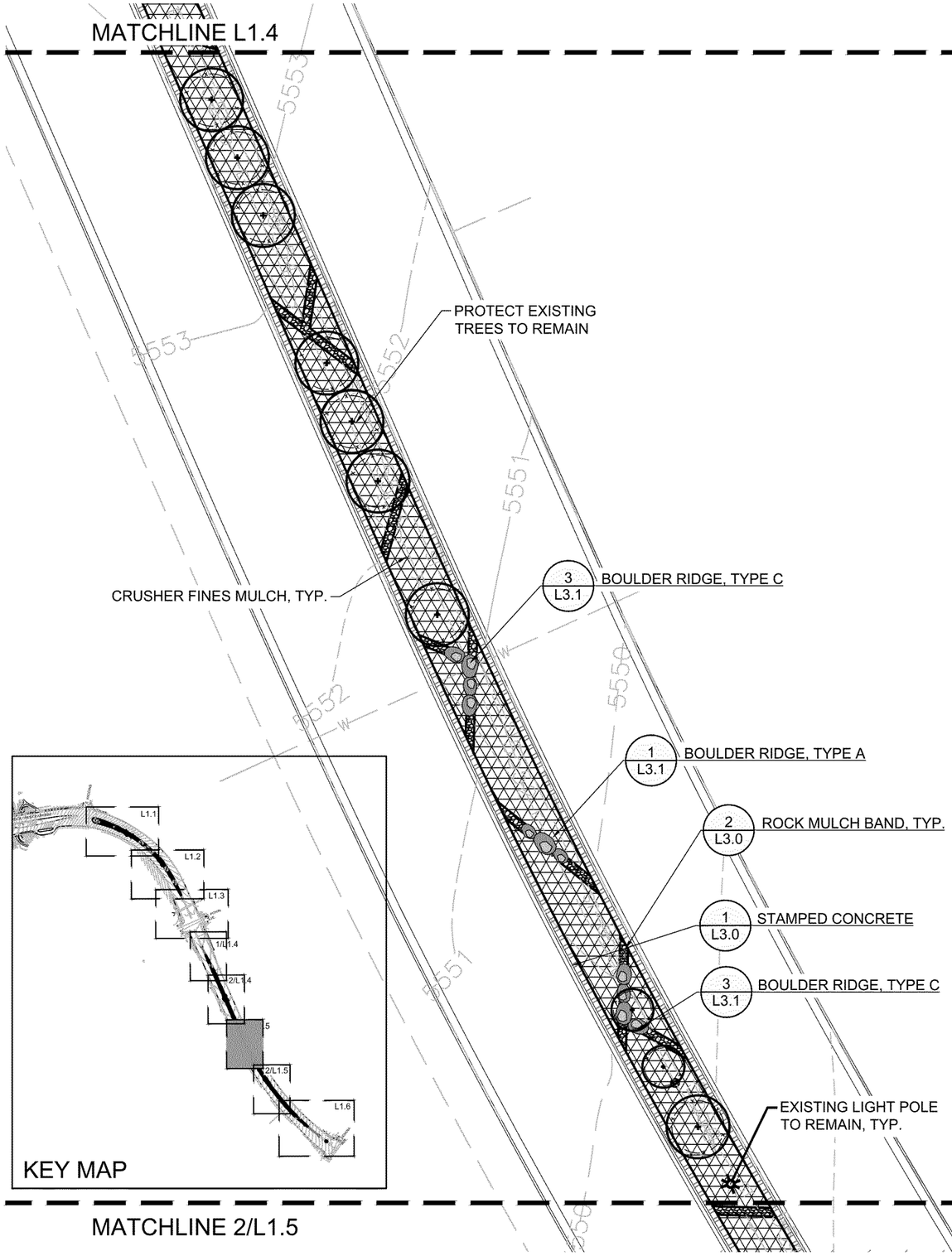
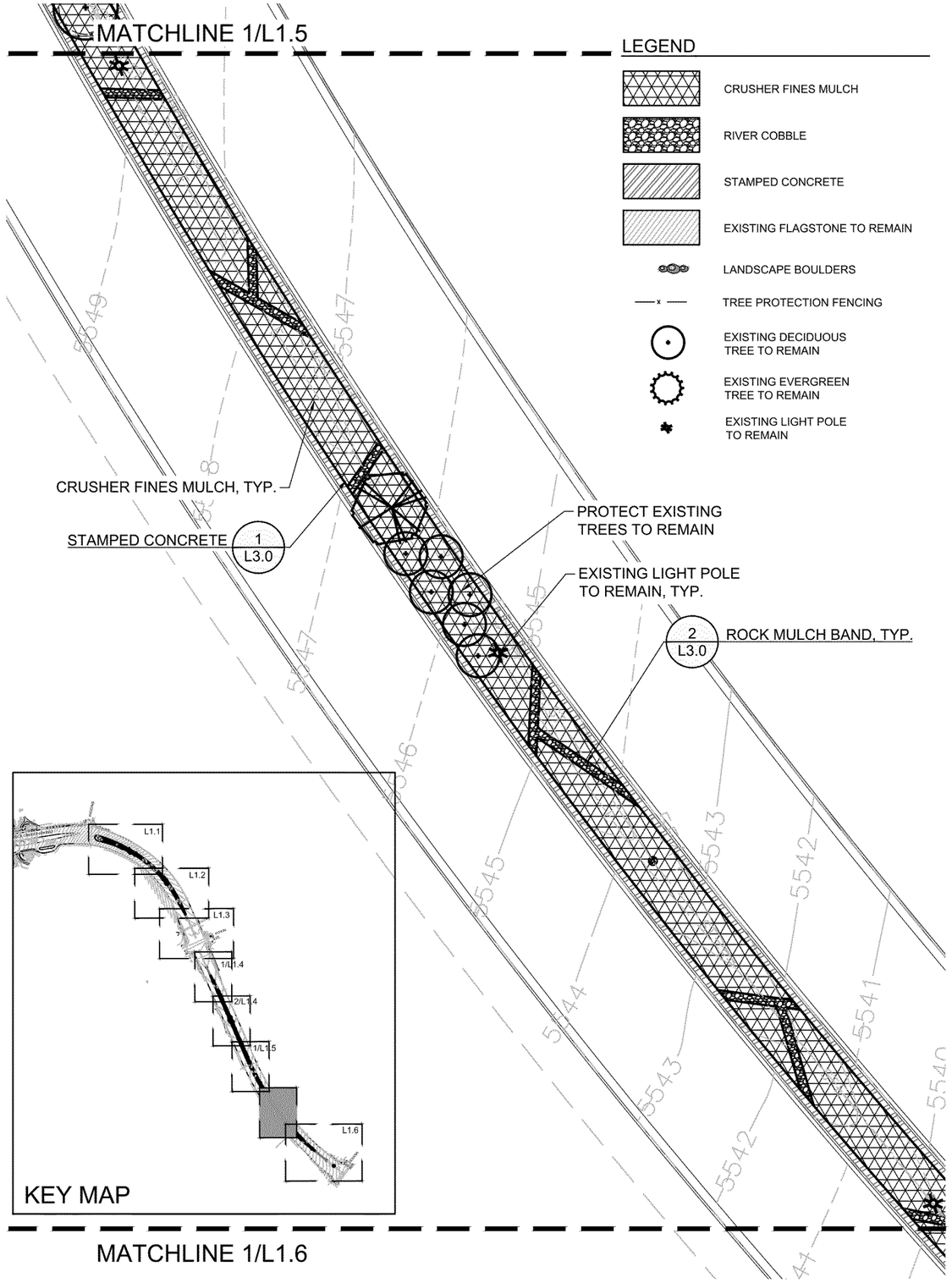
ENLARGEMENT PLAN

L1.4

MATCHLINE L1.4

MATCHLINE 1/L1.5





LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

MATCHLINE 2/L1.5

MATCHLINE 1/L1.6

1 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

2 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

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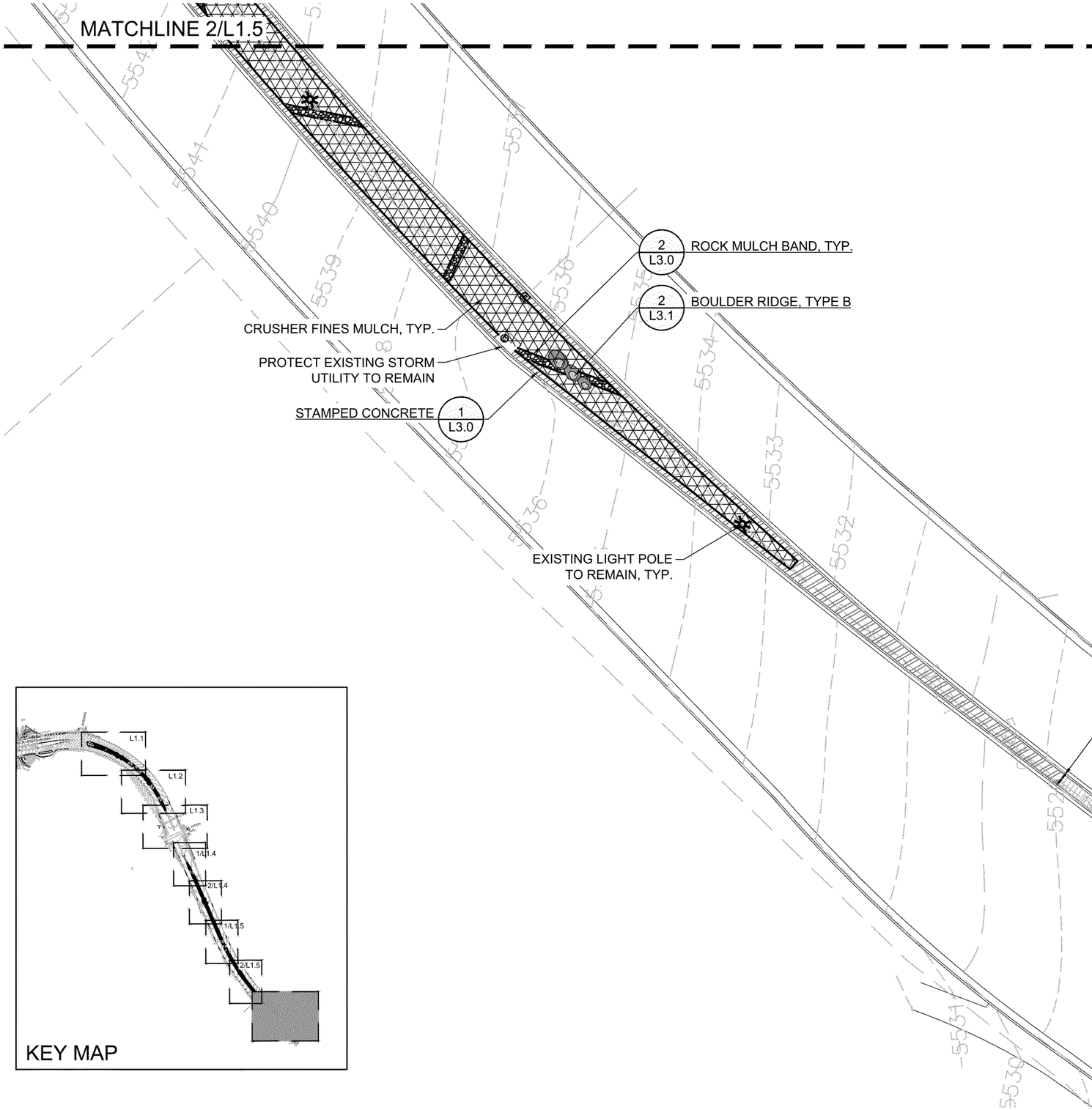
ENLARGEMENT PLAN

L1.5

MATCHLINE 2/L1.5



LEGEND

- CRUSHER FINES MULCH
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- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN

KEY MAP

NORTH

30' 60'

1 ENLARGEMENT PLAN

Scale: 1" = 30'-0"

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER
503
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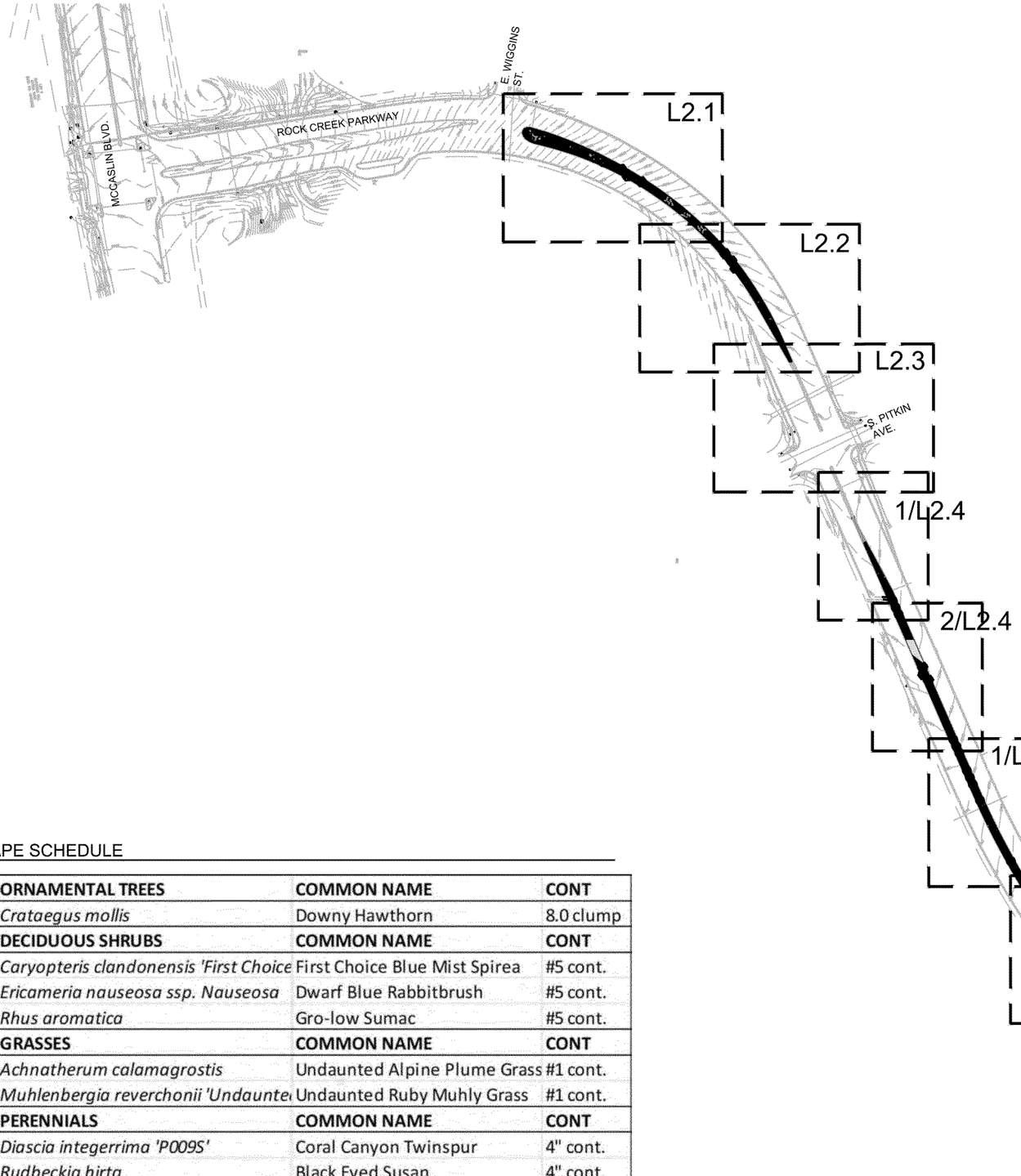
ENLARGEMENT PLAN

L1.6



LANDSCAPE NOTES

1. ALL EXISTING LANDSCAPE, IRRIGATION EQUIPMENT, CONCRETE OR FENCING, ON OR OFF SITE DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED AND RESTORED BY THE CONTRACTOR TO CITY STANDARDS OR ORIGINAL CONDITION.
2. CONTRACTOR SHALL COORDINATE IRRIGATION AND PLANTING WORK SUCH THAT INSTALLED IRRIGATION EQUIPMENT SHALL NOT CAUSE ADJUSTMENT OF PLANTING LOCATIONS CONTRARY TO THE PLANS. IF IRRIGATION EQUIPMENT IS INSTALLED IN LOCATIONS OBSTRUCTING THE INTENDED LOCATIONS OF THE PLANTINGS, THE IRRIGATION EQUIPMENT SHALL BE RELOCATED.
3. ALL PLANT MATERIAL SHALL BE STAKED OR PLACED BY THE CONTRACTOR AND OBSERVED BY THE PROJECT MANAGER PRIOR TO PLANTING OPERATIONS. ALL PLANT MATERIAL SHALL BE OBSERVED AND APPROVED BY THE PROJECT MANAGER PRIOR TO INSTALLATION. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE PROJECT MANAGER.
4. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED REPAIRS SHALL BE MADE AT THE CONTRACTOR'S COST.
5. PLANTING SHALL NOT BE DONE UNTIL IRRIGATION SYSTEM IS FULLY OPERATIONAL.
6. NO TREES SHALL BE PLANTED ABOVE IRRIGATION LINES OR UNDERGROUND UTILITIES.
7. IF CONDITIONS DO NOT ALLOW STRICT CONFORMANCE TO THE NOTES, DETAILS AND SPECIFICATIONS, THE CONTRACTOR SHALL REQUEST APPROVAL FROM THE TOWN OF SUPERIOR PROJECT MANAGER OR PROJECT SUPERVISOR BEFORE PERFORMING WORK IN AN ALTERNATIVE MANNER.
8. ALL PLANTS ARE TO BE NURSERY GROWN STOCK FROM GROWERS LOCATED IN USDA HARDINESS ZONES 1, 2, 3 OR 4. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH AMERICAN ASSOCIATION OF NURSERYMEN SPECIFICATION FOR NUMBER ONE GRADE.
9. INSTALL MULCH IN ALL PLANTING BEDS AS INDICATED ON PLANS AND DETAILS. SAMPLE OF MULCH TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. FOR ALL SINGLE TREES PROPOSED, PROVIDE SHREDDED WESTERN RED CEDAR MULCH RING, 30" DIAMETER, 4" DEPTH.
10. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
11. SOIL PREPARATION SHALL CONSIST OF COMPOSTED AMENDMENT APPLIED AT A RATE OF FOUR (4) CUBIC YARDS PER 1000 SF AND TILLED AT A DEPTH OF 6"-9".
12. ALL PLANTING BEDS, SOD, & TREES TO BE IRRIGATED WITH A PERMANENT UNDERGROUND IRRIGATION SYSTEM. ALL TURF AREAS TO BE IRRIGATED WITH AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES TO BE IRRIGATED WITH AUTOMATIC DRIP (TRICKLE) IRRIGATION, OR ACCEPTABLE ALTERNATE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE WATER REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
13. ALL TREES TO BALLED AND BURLAPPED, ROOT CONTROL BAG, OR CONTAINERIZED.
14. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
15. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
16. EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
17. DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
18. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING.
19. CONTRACTOR SHALL REPAIR ANY IRRIGATION TO PRE-EXISTING CONDITION IF DAMAGE OCCURS DURING DEMOLITION OR CONSTRUCTION.

LANDSCAPE SCHEDULE

CODE	ORNAMENTAL TREES	COMMON NAME	CONT
CR MO	*Crataegus mollis*	Downy Hawthorn	8.0 clump
	DECIDUOUS SHRUBS	**COMMON NAME**	**CONT**
CA CL	*Caryopteris clandonensis 'First Choice*	First Choice Blue Mist Spirea	#5 cont.
ER NA	*Ericameria nauseosa ssp. Nauseosa*	Dwarf Blue Rabbitbrush	#5 cont.
RH AR	*Rhus aromatica*	Gro-low Sumac	#5 cont.
	GRASSES	**COMMON NAME**	**CONT**
AC CA	*Achnatherum calamagrostis*	Undaunted Alpine Plume Grass	#1 cont.
MU RE	*Muhlenbergia reverchonii 'Undaunte*	Undaunted Ruby Muhly Grass	#1 cont.
	PERENNIALS	**COMMON NAME**	**CONT**
DI IN	*Diascia integerrima 'P009S'*	Coral Canyon Twinspur	4" cont.
RU HI	*Rudbeckia hirta*	Black Eyed Susan	4" cont.
TA DE	*Tanacetum densum ssp. Amani*	Partridge Feather	4" cont.

1 OVERALL LANDSCAPE PLAN
Scale: 1" = 250'-0"

NORTH 250' 500'

DESIGN CONCEPTS
Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04.17.2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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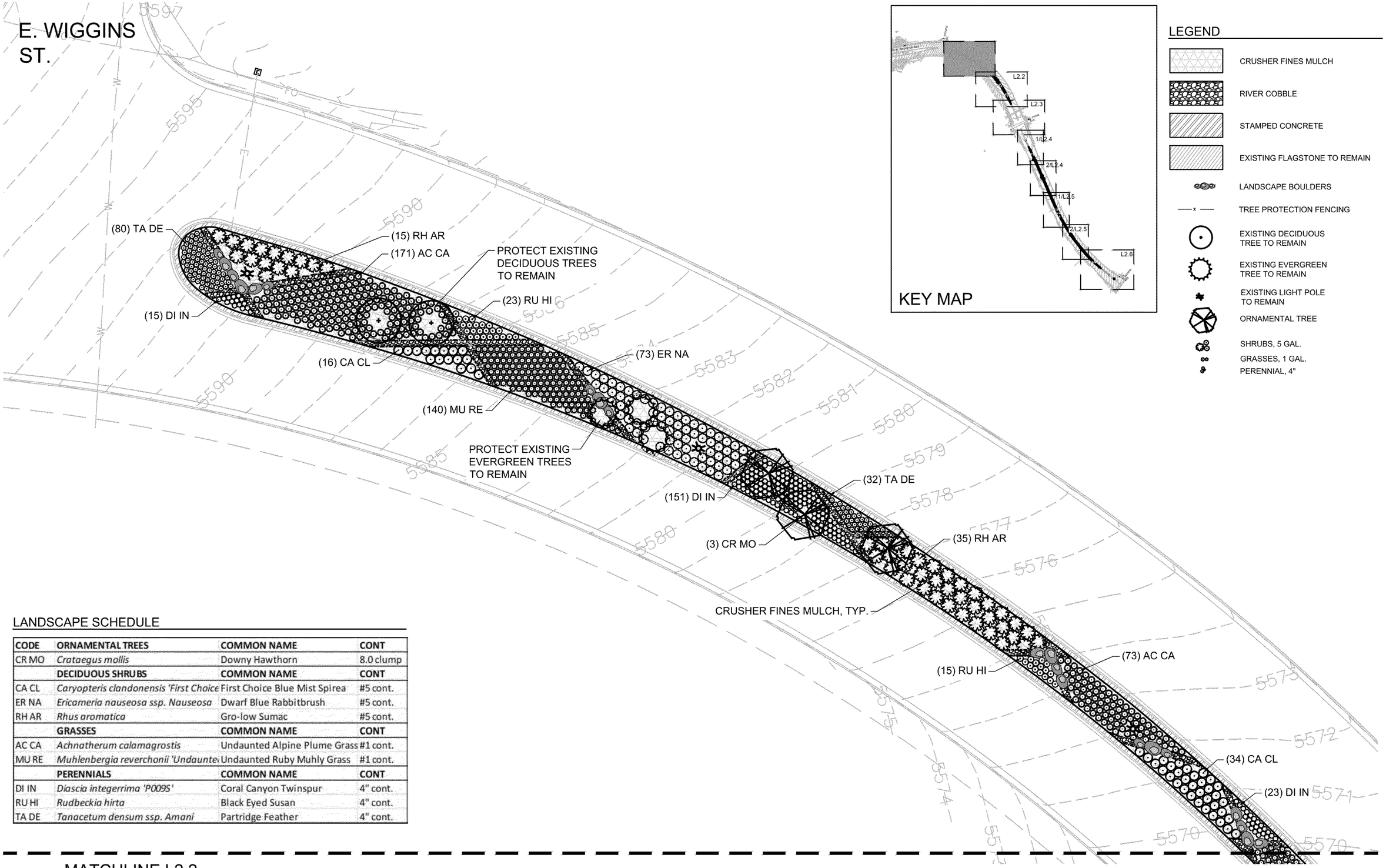
OVERALL LANDSCAPE PLAN

L2.0



LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN
- ORNAMENTAL TREE
- SHRUBS, 5 GAL.
- GRASSES, 1 GAL.
- PERENNIAL, 4"

LANDSCAPE SCHEDULE

CODE	ORNAMENTAL TREES	COMMON NAME	CONT
CR MO	*Crataegus mollis*	Downy Hawthorn	8.0 clump
	DECIDUOUS SHRUBS	**COMMON NAME**	**CONT**
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MATCHLINE L2.2

1 LANDSCAPE ENLARGEMENT PLAN

Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

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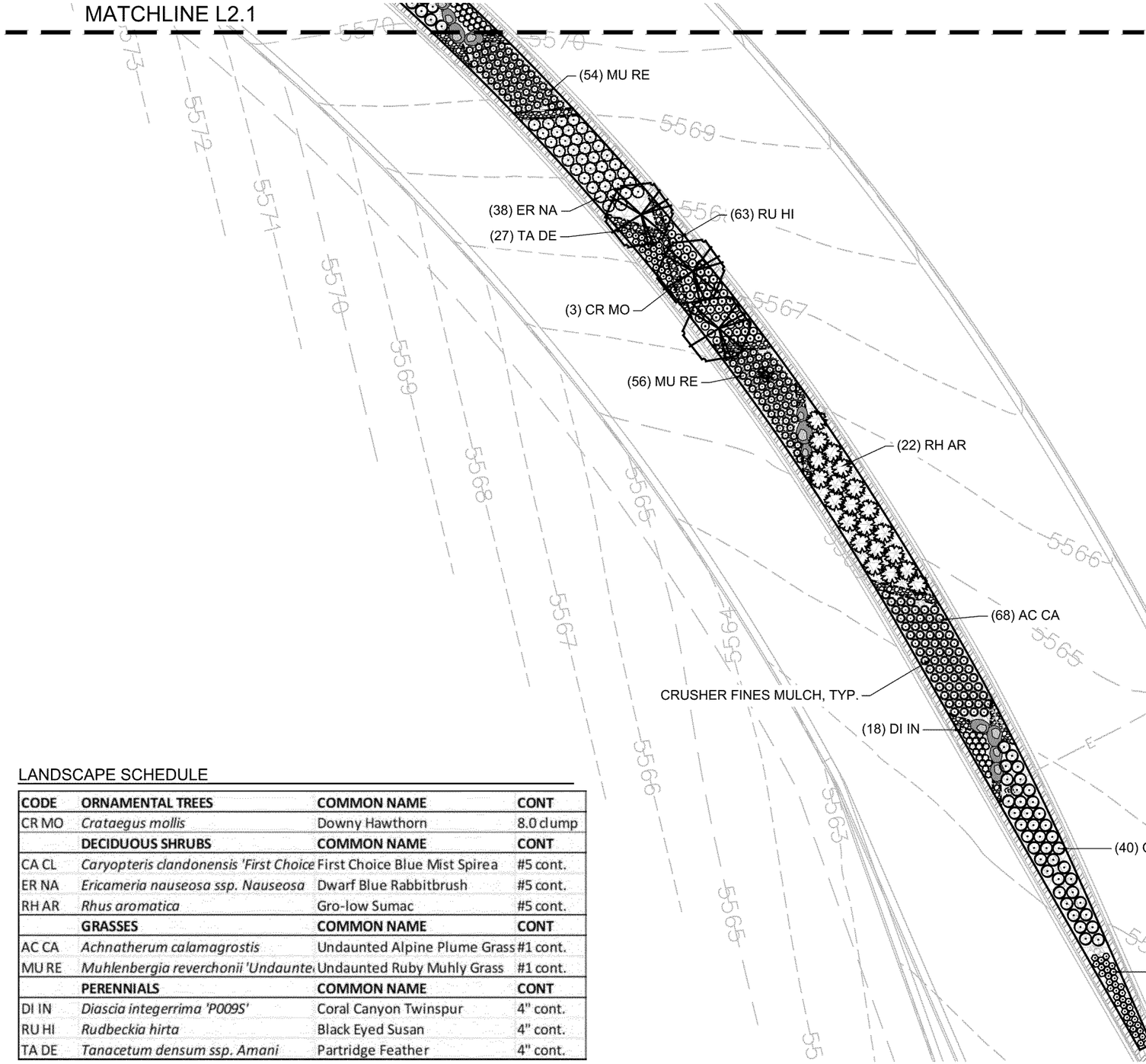
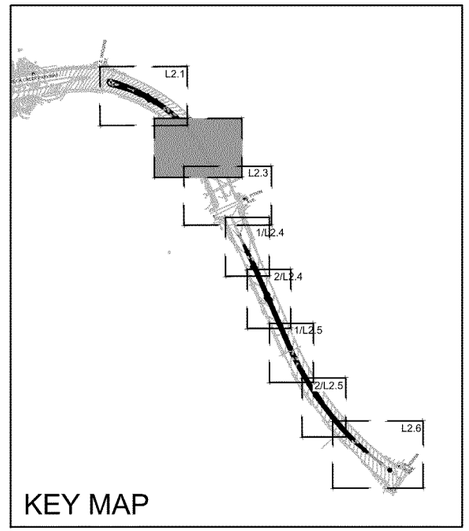
LANDSCAPE ENLARGEMENT PLAN

L2.1

MATCHLINE L2.1





LEGEND

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- SHRUBS, 5 GAL.
- GRASSES, 1 GAL.
- PERENNIAL, 4"

LANDSCAPE SCHEDULE

CODE	ORNAMENTAL TREES	COMMON NAME	CONT
CR MO	*Crataegus mollis*	Downy Hawthorn	8.0 clump
	DECIDUOUS SHRUBS	**COMMON NAME**	**CONT**
CA CL	*Caryopteris clandonensis 'First Choice*	First Choice Blue Mist Spirea	#5 cont.
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RH AR	*Rhus aromatica*	Gro-low Sumac	#5 cont.
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TA DE	*Tanacetum densum ssp. Amani*	Partridge Feather	4" cont.

MATCHLINE L2.3

1 LANDSCAPE ENLARGEMENT PLAN

Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS

Community + Townscape Architects

Town of Superior

ROCK CREEK PARKWAY

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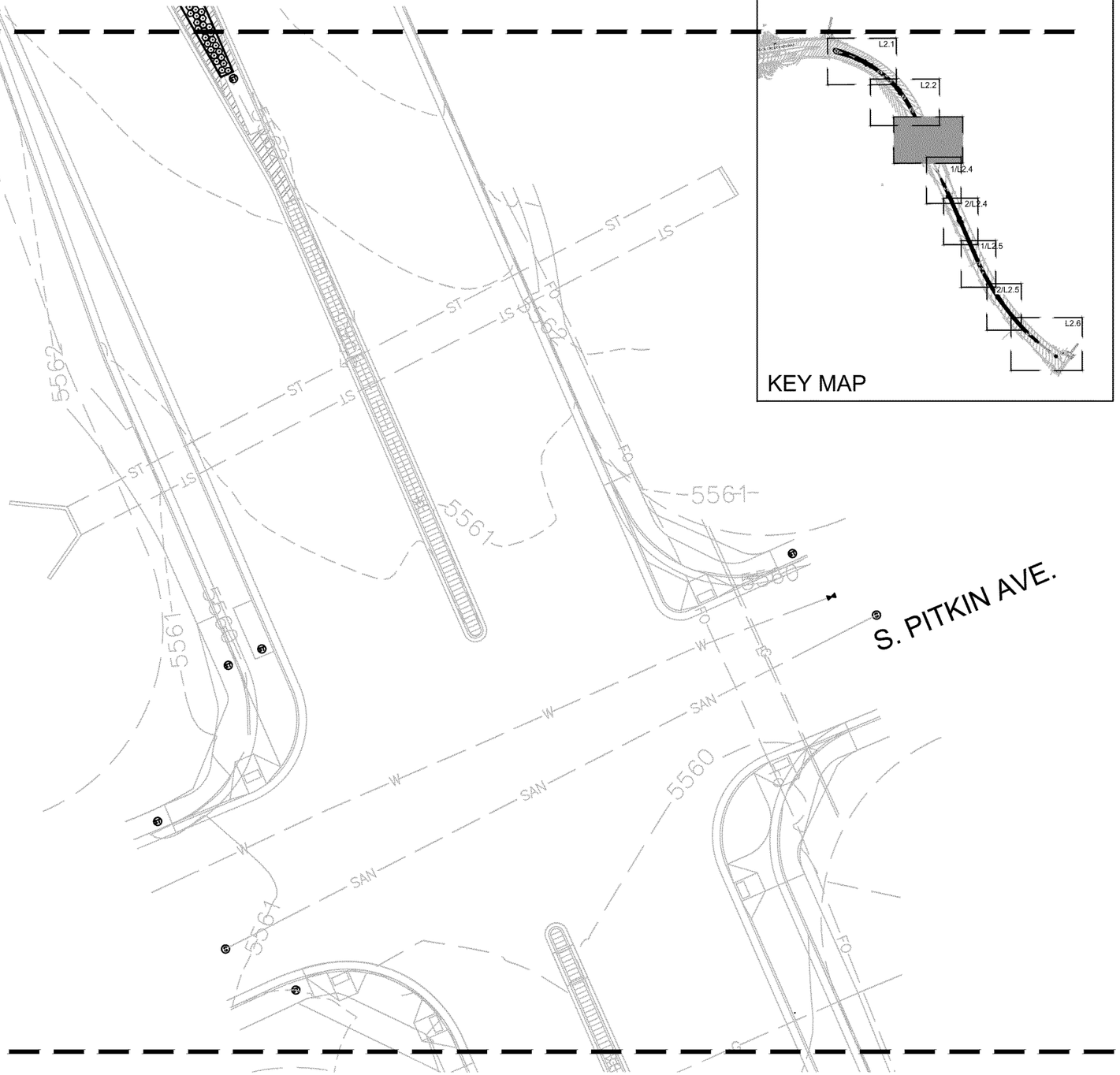
LANDSCAPE ENLARGEMENT PLAN

L2.2

MATCHLINE L2.2



LEGEND

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MATCHLINE 1/L2.4

1 LANDSCAPE ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

DESIGN CONCEPTS
Community + Landscape Architecture

Town of Superior

ROCK CREEK PARKWAY

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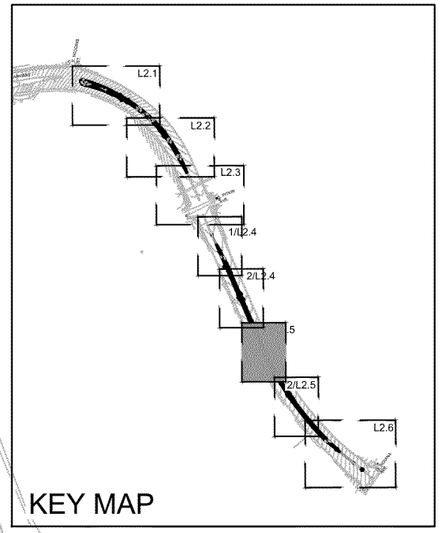
LANDSCAPE ENLARGEMENT PLAN

L2.3

MATCHLINE L2.3

MATCHLINE 1/L2.4



PROTECT EXISTING TREES TO REMAIN

(103) MU RE

(17) RH AR

(31) DI IN

(3) CR MO

CRUSHER FINES MULCH, TYP.

(152) TA DE

(91) AC CA

(16) RU HI

(49) CA CL

(109) DI IN

(35) ER NA

(11) AC CA

CRUSHER FINES MULCH, TYP.

(94) RU HI

PROTECT EXISTING TREES TO REMAIN

LEGEND

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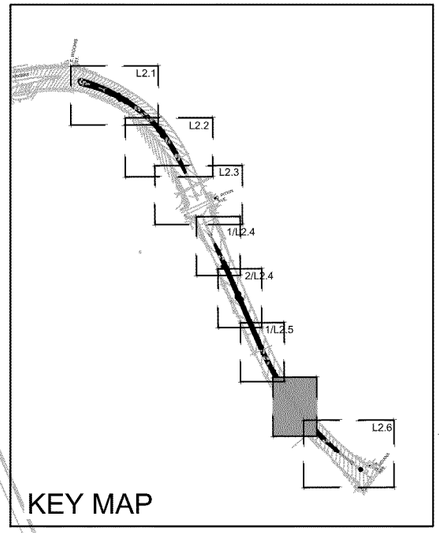

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MATCHLINE 2/L2.4

MATCHLINE 1/L2.5

1 LANDSCAPE ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

2 LANDSCAPE ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

DESIGN CONCEPTS
Community + Townscape Architects

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ROCK CREEK PARKWAY

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Drafted By: TH
Checked By: SW

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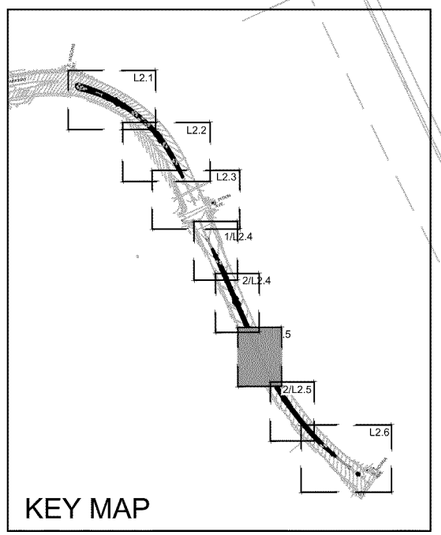
LANDSCAPE ENLARGEMENT PLAN

L2.4

MATCHLINE 2/L2.4

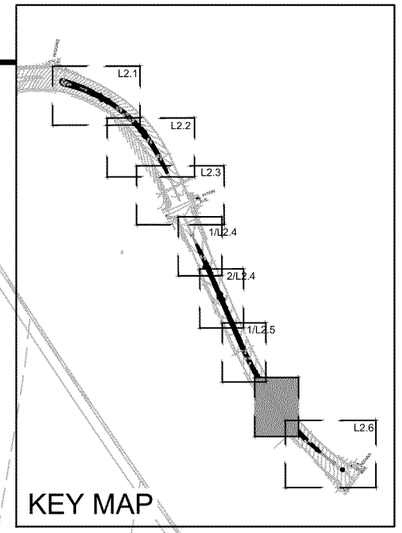
(71) ER NA
(21) DI IN
(20) RH AR
PROTECT EXISTING TREES TO REMAIN
(73) MU RE
CRUSHER FINES MULCH, TYP.
(26) TA DE
(38) CA CL
(135) DI IN
(16) RU HI
(80) AC CA



MATCHLINE 2/L2.5

MATCHLINE 1/L2.5

(59) ER NA
(16) DI IN
(19) RH AR
(1) CR MO
PROTECT EXISTING TREES TO REMAIN
CRUSHER FINES MULCH, TYP.
(132) RU HI
(44) TA DE
(155) MU RE
(16) AC CA
(44) CA CL



LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN
- ORNAMENTAL TREE
- SHRUBS, 5 GAL.
- GRASSES, 1 GAL.
- PERENNIAL, 4"

LANDSCAPE SCHEDULE

CODE	ORNAMENTAL TREES	COMMON NAME	CONT
CR MO	*Crataegus mollis*	Downy Hawthorn	8.0 clump
	DECIDUOUS SHRUBS	**COMMON NAME**	**CONT**
CA CL	*Caryopteris clandonensis 'First Choice*	First Choice Blue Mist Spirea	#5 cont.
ER NA	*Ericameria nauseosa ssp. Nauseosa*	Dwarf Blue Rabbitbrush	#5 cont.
RH AR	*Rhus aromatica*	Gro-low Sumac	#5 cont.
	GRASSES	**COMMON NAME**	**CONT**
AC CA	*Achnatherum calamagrostis*	Undaunted Alpine Plume Grass	#1 cont.
MU RE	*Muhlenbergia reverchonii 'Undaunte*	Undaunted Ruby Muhly Grass	#1 cont.
	PERENNIALS	**COMMON NAME**	**CONT**
DI IN	*Diascia integerrima 'P009S'*	Coral Canyon Twinspur	4" cont.
RU HI	*Rudbeckia hirta*	Black Eyed Susan	4" cont.
TA DE	*Tanacetum densum ssp. Amani*	Partridge Feather	4" cont.

1 LANDSCAPE ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

2 LANDSCAPE ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

DESIGN CONCEPTS
Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503
04.17.2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Project No.: 22407.00

Issued For:	Date:
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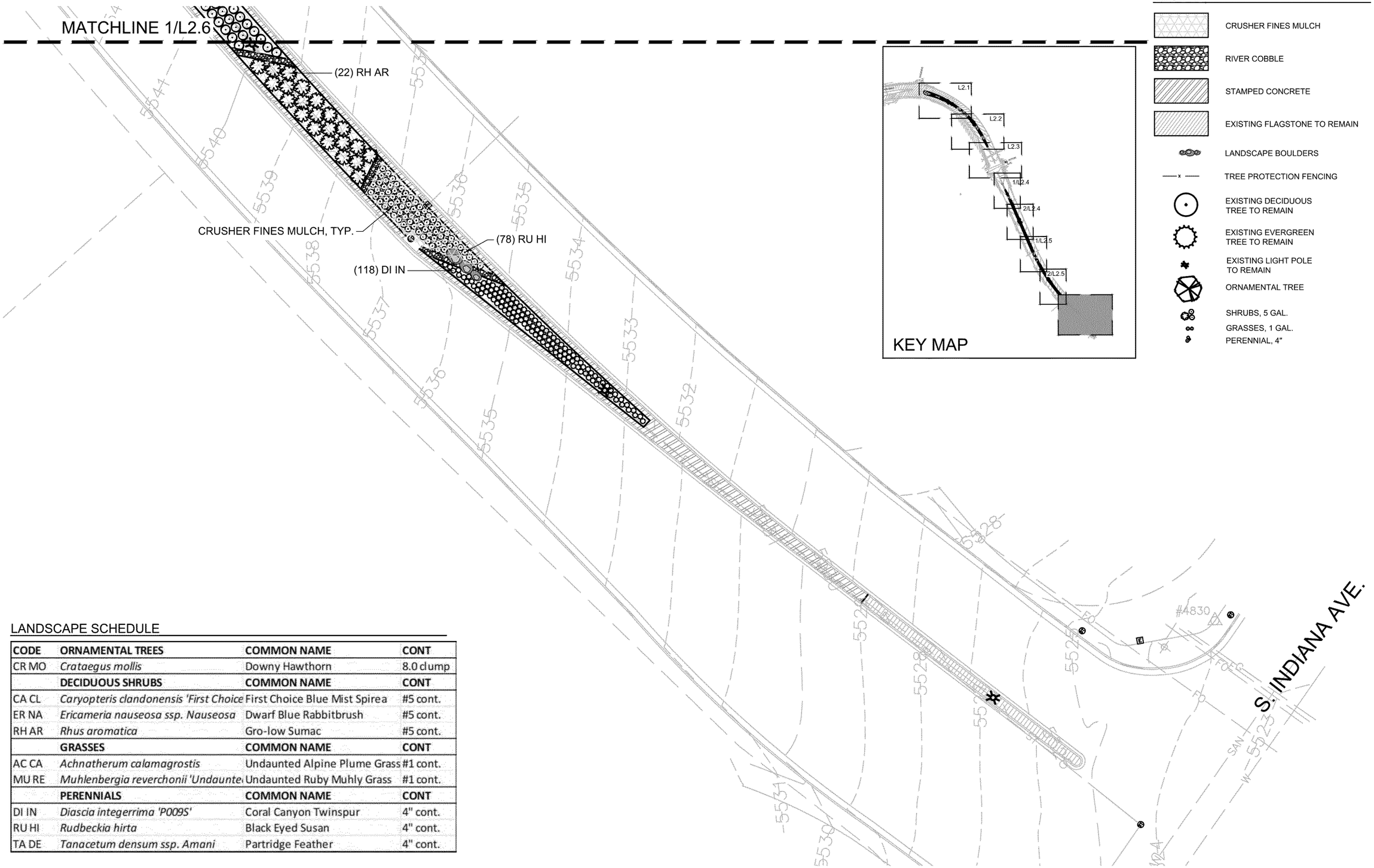
LANDSCAPE ENLARGEMENT PLAN

L2.5



LEGEND

- CRUSHER FINES MULCH
- RIVER COBBLE
- STAMPED CONCRETE
- EXISTING FLAGSTONE TO REMAIN
- LANDSCAPE BOULDERS
- TREE PROTECTION FENCING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING LIGHT POLE TO REMAIN
- ORNAMENTAL TREE
- SHRUBS, 5 GAL.
- GRASSES, 1 GAL.
- PERENNIAL, 4"

LANDSCAPE SCHEDULE

CODE	ORNAMENTAL TREES	COMMON NAME	CONT
CR MO	*Crataegus mollis*	Downy Hawthorn	8.0 clump
	DECIDUOUS SHRUBS	**COMMON NAME**	**CONT**
CA CL	*Caryopteris clandonensis 'First Choice*	First Choice Blue Mist Spirea	#5 cont.
ER NA	*Ericameria nauseosa ssp. Nauseosa*	Dwarf Blue Rabbitbrush	#5 cont.
RH AR	*Rhus aromatica*	Gro-low Sumac	#5 cont.
	GRASSES	**COMMON NAME**	**CONT**
AC CA	*Achnatherum calamagrostis*	Undaunted Alpine Plume Grass	#1 cont.
MU RE	*Muhlenbergia reverchonii 'Undaunte*	Undaunted Ruby Muhly Grass	#1 cont.
	PERENNIALS	**COMMON NAME**	**CONT**
DI IN	*Diascia integerrima 'P009S'*	Coral Canyon Twinspur	4" cont.
RU HI	*Rudbeckia hirta*	Black Eyed Susan	4" cont.
TA DE	*Tanacetum densum ssp. Amani*	Partridge Feather	4" cont.

1 LANDSCAPE ENLARGEMENT PLAN

Scale: 1" = 30'-0"

DESIGN CONCEPTS

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER 503 04/17/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

Project No.: 22407.00

Issued For: Bid Set Date: 04.05.24

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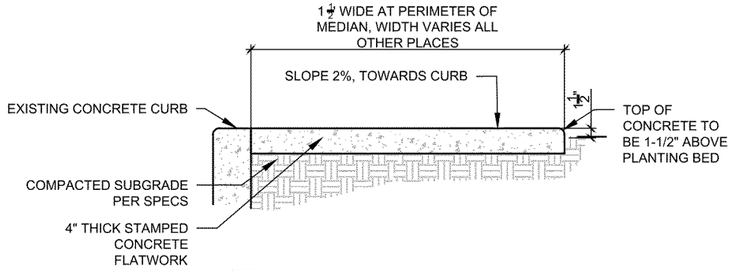
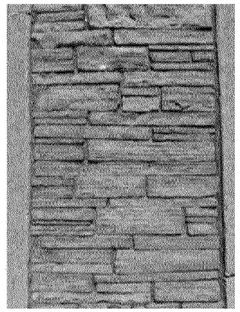
LANDSCAPE ENLARGEMENT PLAN

L2.6



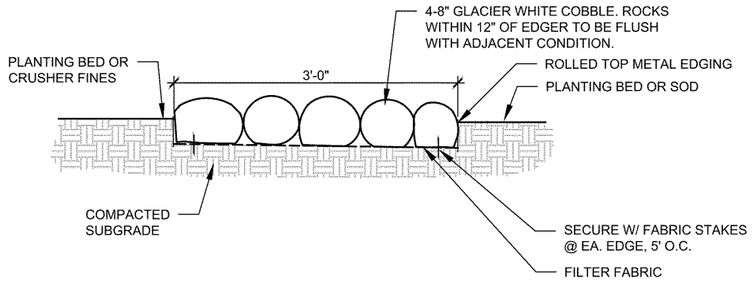
NOTE:
1. STAMP FORM TO MATCH EXISTING STRIPSTONE HARDSCAPE.
2. COLOR TBD.
3. SCORING: SAWCUT 1/8" WIDE x 1 1/2" DEEP, 15'-0" O.C. MAX. EXPANSION: 100'-0" O.C. MAX. ALL SCORING TO BE SAWCUT, UNLESS OTHERWISE NOTED.



EXAMPLE STAMP PATTERN

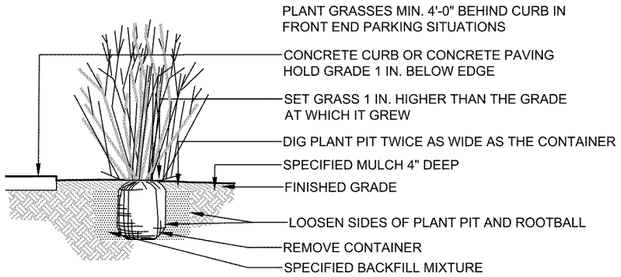
1 STAMPED CONCRETE

Scale: 1/2" = 1'-0'



2 COBBLE MULCH

Scale: 1/2" = 1'-0"



ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINER WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALL

3 GRASS PLANTING

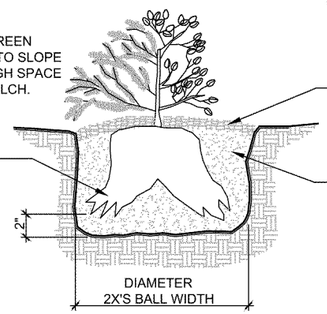
NTS

EVERGREEN SHRUB

PLACE SPREADING EVERGREEN SHRUBS PERPENDICULAR TO SLOPE OF GROUND. LEAVE ENOUGH SPACE UNDER BRANCHES FOR MULCH.

MOUND BACKFILL UNDER ROOTBALL.

REMOVE CONTAINER, SPLIT BOTTOM 1/2 OF BALL, SPREAD AND PLANT



DECIDUOUS SHRUB

PRUNE AS DIRECTED BY LANDSCAPE ARCHITECT.

SET SHRUB PLUMB.

MULCH OVER MOUNDED BACKFILL. BUILD A 4" BERM AROUND SHRUB TO CREATE A WATERING BASIN IN NON- IRRIGATED AREAS ONLY.

PREPARED BACKFILL MIXTURE:
1. FOUR PARTS NATIVE SOIL FROM PIT EXCAVATION
2. ONE PART SOIL AMENDMENT PER SPECS
3. MATERIALS TO BE THOROUGHLY BLENDED

4 SHRUB PLANTING

NTS

PRUNE AS DIRECTED BY OWNER'S REPRESENTATIVE. DO NOT PRUNE OR DAMAGE CENTRAL LEADER.

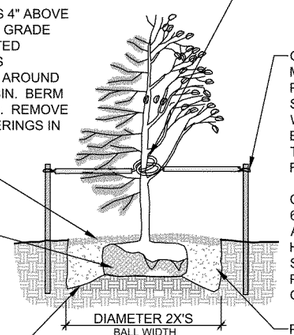
DIG HOLE TWO TIMES THE SIZE OF THE ROOTBALL.

NOTE: SET ROOT BALL OF ALL TREES 4" ABOVE GRADE IN IRRIGATED AREAS AND AT GRADE TO 2" ABOVE GRADE IN NON-IRRIGATED AREAS. MODIFY IF SOIL CONDITIONS WARRANT. INSTALL A 5" HIGH BERM AROUND TREES TO CREATE A WATERING BASIN. BERM IS TEMPORARY IN IRRIGATED AREAS. REMOVE BERM AFTER TWO THOROUGH WATERINGS IN IRRIGATED AREAS AND MULCH

MULCH FLUSH WITH SOD AT EDGE. PROVIDE 4' DIAMETER CIRCLE

REMOVE BOTTOM 1/3 OF WIRE BASKET. SET TREE IN PIT TO PROPER GRADE AND PLUMB. REMOVE REMAINING WIRE AND TWINE. IF PLASTIC OR TREATED BURLAP, REMOVE AS MUCH AS POSSIBLE AND BACKFILL. IF REGULAR BURLAP, BACKFILL 2/3 OF PIT. REMOVE 1/3 OF BURLAP AND COMPLETE BACKFILL.

UNDISTURBED SOIL



WRAP TRUNK FROM GROUND LEVEL TO SECOND BRANCH WITH 4 INCH KRAFT TYPE TREE WRAP. SECURE ENDS WITH FLEXIBLE TAPE.

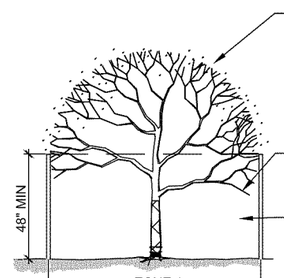
GUYING SYSTEM:
MIN. 6 FEET LONG HEAVY DUTY WOOD POST STAKES WITH 12 GAUGE GALVANIZED STEEL WIRE GUYS SECURED TO TREE WITH CANVAS STRAP ABOVE FIRST BRANCH. WIRE TO BE TAUT BUT NOT OVER TIGHT. FLAG WIRE WITH WHITE PLASTIC FLAGGING TAPE.

CONIFERS TO HAVE 2 STAKES FOR TREES 6 FEET AND LESS. 3 STAKES FOR TREES ABOVE 6 FEET. DECIDUOUS TREES TO HAVE 2 STAKES FOR TREES 2-1/2" CAL. ONE STAKE ALWAYS IN DIRECTION OF PREVAILING WINDS. REMOVE STAKES & GUYS AFTER 1 YEAR.

PREPARED BACKFILL MIXTURE:
1.FOUR PARTS NATIVE SOIL FROM PIT EXCAVATION
2.ONE PART SOIL AMENDMENT PER SPECS
3.MATERIALS TO BE THOROUGHLY BLENDED.

5 TREE PLANTING

NTS



TREE PROTECTION AREA
THE AREA INSIDE A PERIMETER ESTABLISHED AT THE CRITICAL ROOT ZONE (CRZ). THE CRZ IS EQUAL TO THE DRIPLINE, FURTHEST EXTENT OF TREE CANOPY, OR IS EQUAL TO 1.25' FEET RADIALLY FROM THE TREE FOR EVERY ONE INCH OF TRUNK DIAMETER AT BREAST HEIGHT (DBH=4.5' ABOVE SOIL LINE), OR WHICHEVER IS GREATER (UP TO 45' RADIUS).

ZONE 2-LOWER CANOPY PROTECTION
CONTACT ARBORIST IF ANY PRUNING IS NEEDED PRIOR TO WORK IF POTENTIAL FOR DAMAGE EXISTS.

ZONE 3
REQUIRED IF CONSTRUCTION OCCURS WITHIN TEN FEET OR LESS (PERMITTED INSIDE THE CRZ ONLY IF EQUIPMENT IS OPERATED EXCLUSIVELY ON EXISTING HARDSCAPE AND NO SOIL COMPACTION TAKES PLACE).

ZONE 1
ANY DIGGING, EXCAVATING, TRENCHING, CHANGING OF GRADE, OR OTHER ACTIONS THAT MAY POTENTIALLY IMPACT THE ROOTING ENVIRONMENT MUST BE AUTHORIZED BY THE ARBORIST PRIOR TO WORK COMMENCEMENT. WORK WITHIN THE CRZ MUST TAKE PLACE IN ACCORDANCE WITH THE CONDITIONS ESTABLISHED BY THE LANDSCAPE ARCHITECT.

EXTENDS THROUGH ENTIRE TREE PROTECTION AREA

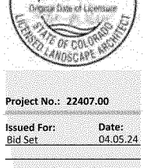
NOTES:
1. FENCING HEIGHT MUST BE A MINIMUM OF 48".
2. ATTACH "TREE PROTECTION AREA" SIGNS TO FENCING EVERY 50 FEET.
3. THE TREE PROTECTION AREA SHALL NOT BE MODIFIED OR REMOVED PRIOR TO CONSENT OF THE LANDSCAPE ARCHITECT.
4. NO MATERIALS, DEBRIS, EQUIPMENT AND SITE AMENITIES SHALL BE STORED WITHIN THE TREE PROTECTION AREA
5. ENTRANCE TO THE TREE PROTECTION AREA IS NOT PERMITTED WITHOUT CONSENT OF THE LANDSCAPE ARCHITECT.

6 TREE PROTECTION

NTS

DESIGN CONCEPTS
Community + Transportation Architects
Town of Superior

ROCK CREEK PARKWAY



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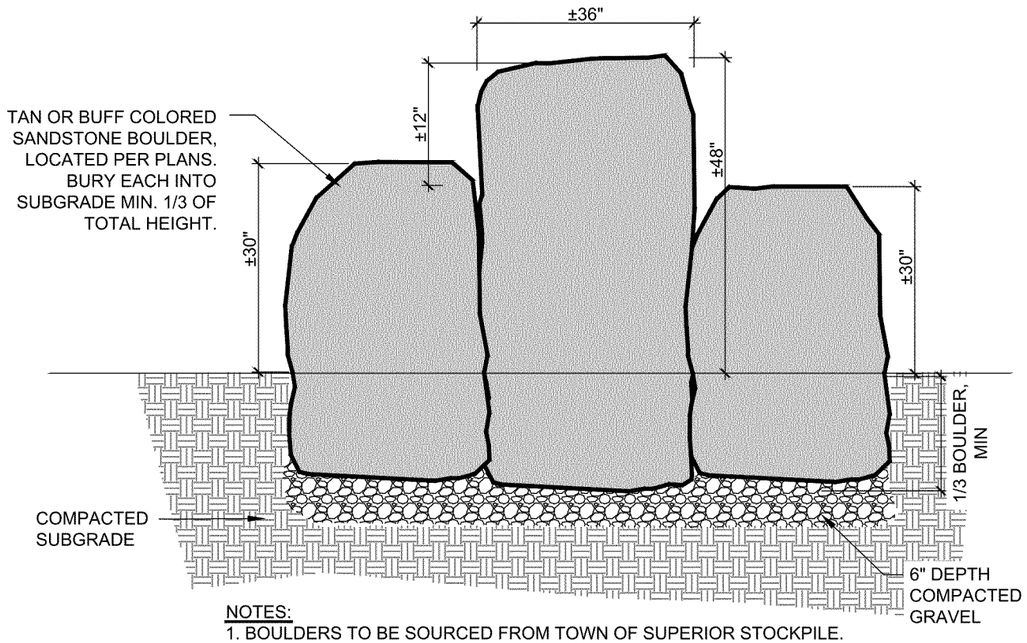
SITE DETAILS

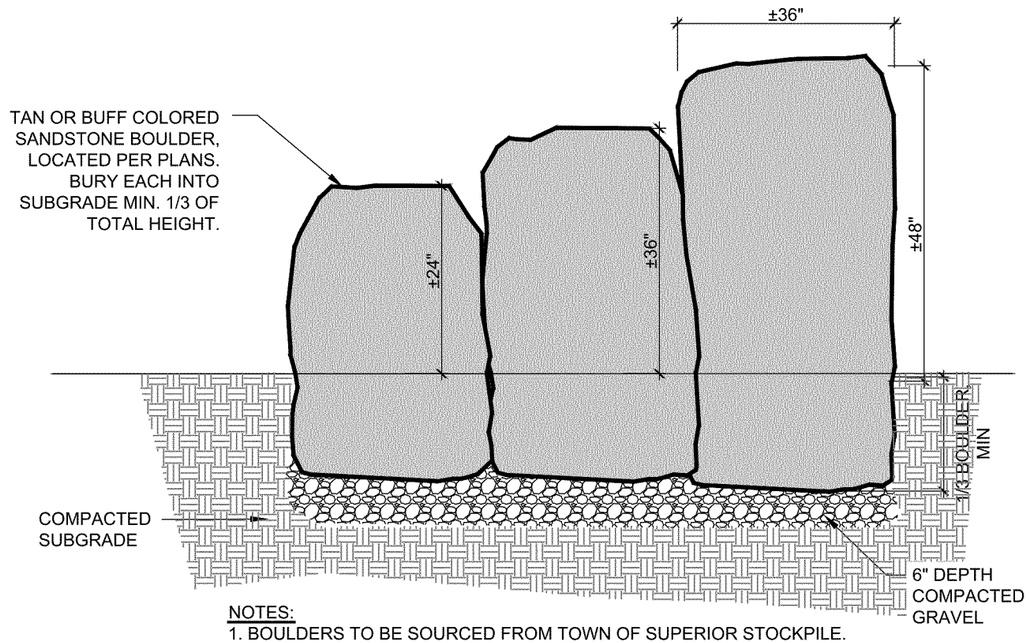
L3.0



NOTES:
1. BOULDERS TO BE SOURCED FROM TOWN OF SUPERIOR STOCKPILE. CONTRACTOR TO CONFIRM THE QUANTITY AND SIZES ARE ADEQUATE TO USE. IF NOT, CONTRACTOR TO PROVIDE ADDITIONAL BOULDERS TO MATCH.
2. LANDSCAPE ARCHITECT TO CONFIRM SITE PLACEMENT.
3. STABILIZE STONES TO BE IMMOVABLE WITHIN COMPACTED SUBGRADE.
4. BOULDER SIZES RANGE FROM 24-36" L x 24-48" W x 24-48" HT.

1 BOULDER RIDGE TYPE A

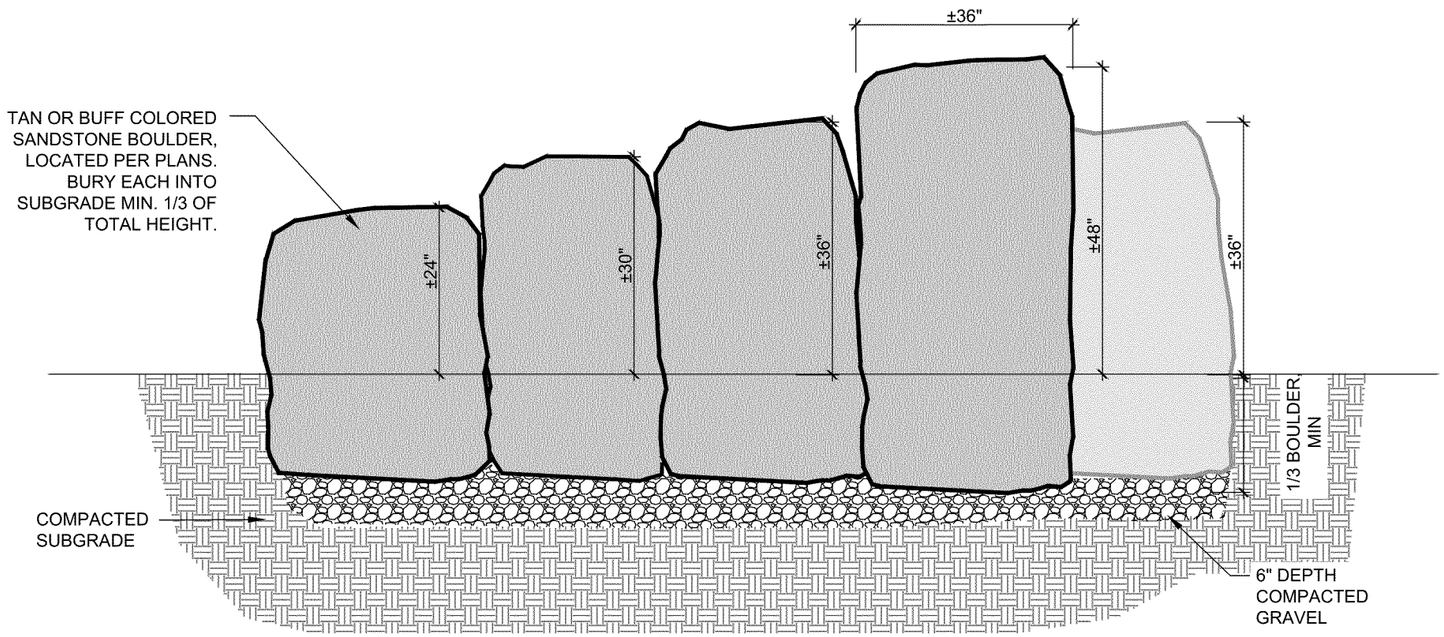
SCALE: 1/2" = 1'-0"



NOTES:
1. BOULDERS TO BE SOURCED FROM TOWN OF SUPERIOR STOCKPILE. CONTRACTOR TO CONFIRM THE QUANTITY AND SIZES ARE ADEQUATE TO USE. IF NOT, CONTRACTOR TO PROVIDE ADDITIONAL BOULDERS TO MATCH.
2. LANDSCAPE ARCHITECT TO CONFIRM SITE PLACEMENT.
3. STABILIZE STONES TO BE IMMOVABLE WITHIN COMPACTED SUBGRADE.
4. BOULDER SIZES RANGE FROM 24-36" L x 24-48" W x 24-48" HT.

2 BOULDER RIDGE TYPE B

SCALE: 1/2" = 1'-0"



NOTES:
1. BOULDERS TO BE SOURCED FROM TOWN OF SUPERIOR STOCKPILE. CONTRACTOR TO CONFIRM THE QUANTITY AND SIZES ARE ADEQUATE TO USE. IF NOT, CONTRACTOR TO PROVIDE ADDITIONAL BOULDERS TO MATCH.
2. LANDSCAPE ARCHITECT TO CONFIRM SITE PLACEMENT.
3. STABILIZE STONES TO BE IMMOVABLE WITHIN COMPACTED SUBGRADE.
4. BOULDER SIZES RANGE FROM 24-36" L x 24-48" W x 24-48" HT.

3 BOULDER RIDGE TYPE C

SCALE: 1/2" = 1'-0"

DESIGN CONCEPTS
Community + Landscape Architects

Town of Superior

ROCK CREEK PARKWAY

SHANEN WEBER
503
04/17/2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Project No.: 22407.00

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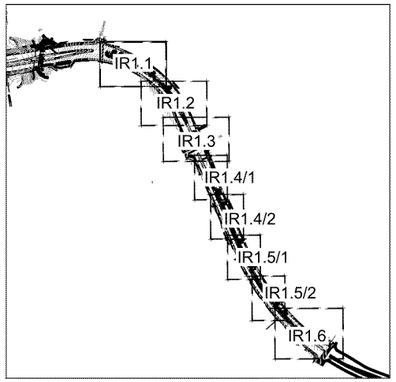
SITE DETAILS

L3.1

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
		CLASS 200 BE - 2½" & SMALLER	PVC MAINLINE -PURPLE	1
		CLASS 200 BE	PVC LATERAL -PURPLE	1
		CLASS 160	PVC SLEEVING	2
	TORO	BLUE STRIPE	POLY DRIP TUBING -¾" MIN. WIDTH -PURPLE	4
	NETAFIM	TLCV/RW6-12 RINGS SPACED PER DETAIL	SUBSURFACE PURPLE DRIPLINE RING - TREE	5
	RAIN BIRD	XCZ-100-PRF-R	DRIP VALVE ASSEMBLY	3
			DRIP LINE BLOW-OUT STUB	6
N/S	RAIN BIRD	XERI-BUG	DRIP EMITTERS	4
N/S			WIRE SPLICE	7
			CONTROLLER & STATION NO.	
			CONTROL VALVE SIZE	



KEY MAP
NTS

NORTH

IRRIGATION DEMO NOTES - CONTRACTOR TO LOCATE AND PROTECT EXISTING MAINLINE, CONTROL WIRES, CONTROL VALVES, GATE VALVES AND QUICK COUPLER VALVES. PRIOR TO ANY NEW CONSTRUCTION, CONTRACTOR TO REMOVE ALL POP-UP SPRAY HEADS AND ROTORS, RETURN TO PARKS STAFF. EXISTING LATERAL LINES PIPING TO BE ABANDONED IN PLACE.

Reclaimed Water Notes

THE OWNER/DEVELOPER, THEIR SUCCESSORS AND ASSIGNS, AGREE TO PERFORM THE FOLLOWING CONDITIONS RECLAIMED WATER CONDITIONS:

1. THIS SITE WILL USE RECLAIMED WATER FOR IRRIGATION.
2. THE OWNER/DEVELOPER IS RESPONSIBLE FOR DESIGNING, BUILDING, OPERATING AND MAINTAINING THE RECLAIMED FACILITIES AT THIS SITE IN COMPLIANCE WITH; THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT'S RECLAIMED WATER CONTROL REGULATION NO. 84.
3. APPROVED SIGNS SHALL BE POSTED ON THE SITE TO NOTIFY THE PUBLIC THAT RECLAIMED WATER WILL BE USED FOR IRRIGATION AND IS NOT SAFE TO DRINK.
4. ALL PIPING INCLUDING PRIVATE IRRIGATION SYSTEM PIPING SHALL BE PURPLE (PANTONE PURPLE 522C) TO DIFFERENTIATE RECLAIMED WATER PIPING FROM POTABLE WATER OR OTHER PIPING SYSTEMS. ALL IRRIGATION BOXES AND COVERS, CONTROL VALVES, SPRINKLER HEADS AND OTHER APPURTENANCES ASSOCIATED WITH THE RECLAIMED WATER SYSTEM SHALL BE PURPLE AND LABELED "RECLAIMED" OR "NON-POTABLE" WATER. RECLAIMED METERS SHALL BE PURPLE, HAVE PURPLE REGISTERS AND BE STAMPED "RECLAIM" ON THE MAIN CASE.
5. RECLAIMED WATER HAS A HIGHER LEVEL OF DISSOLVED SOLIDS THAN POTABLE WATER. PLANTS TOLERANT OF HIGH SALINITY SHOULD BE SELECTED FOR USE IN AREAS IRRIGATED WITH, OR THAT MAY POTENTIALLY BE SUPPLIED WITH RECLAIMED WATER. IF PLANT MATERIALS WITH LOWER TOLERANCES ARE USED, THE DEVELOPER SHALL TAKE THOSE STEPS NECESSARY TO PREVENT SALT BUILD-UP IN THE SOIL SURROUNDING THESE PLANTS. PLANTING LOCATIONS. FOR SALT SENSITIVE SPECIES SHOULD HAVE GOOD DRAINAGE AND SOIL PERCOLATION.

REFER TO SHEET

IR0.0 IRRIGATION NOTES & SCHEDULE
IR1.0 IRRIGATION NOTES
IR1.1 - IR1.6 IRRIGATION PLAN
IR1.7 TO IR1.8 IRRIGATION DETAILS

811
Know what's below.
Call before you dig.
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

DESIGN CONCEPTS
Community + Landscape Architects
211 North Public Road, Suite 220
Lafayette, CO 80026
303.665.1851 www.dcnet

Town of Superior

ROCK CREEK PARKWAY

Project No.: 22407.00

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Checked By: JSB

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IRRIGATION NOTES & SCHEDULE

IR0.0

HydroSystems KDI
Irrigation Consulting & Water Management
13949 W. Colfax Ave, Suite 260 Lakewood, Colorado 80401
o: 303.980.5327 www.hydrosystemskdi.com

IRRIGATION CONSTRUCTION NOTES

1. DRAWINGS AND BASE INFORMATION – ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY TEXTURE GREEN. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS*KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS*KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.

2. SYSTEM PRESSURE - HYDROSYSTEMS*KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE **65** PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS*KDI OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST AND RESULTS SHALL BE PROVIDED TO HYDROSYSTEMS*KDI AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS*KDI OR ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF **65** PSI MINIMUM AND A BOOSTER PUMP WILL BE REQUIRED,

3. IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SIX HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.

BLUEGRASS TURF	2.05" PER WEEK PEAK SEASON
ORNAMENTAL PLANTINGS	0.74" PER WEEK PEAK SEASON
NATIVE SEED MIXES	0.95" PER WEEK PEAK SEASON (TWO SEASONS)

NOTE: IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT (3-5 YEARS). OWNER SHALL MONITOR NATIVE GROWTH AND TURN OFF NATIVE IRRIGATION ONCE ESTABLISHED.

4. EQUIPMENT INSTALLATION - IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT OTHER THAN VALVE BOXES OR SLEEVING THAT CONTAINS PIPE OR WIRES SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES UNLESS INDICATED ON PLANS. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE. ALL VALVE BOXES WITHIN PAVEMENT SHALL BE TIER 15 RATED BOXES FOR HEAVY DUTY NON-DELIBERATE TRAFFIC. BOX LID COLOR SHALL MATCH ADJACENT MATERIALS, I.E. GREEN IN TURF, TAN IN WOOD MULCH, GREY IN STONE MULCH, PURPLE FOR RECLAIMED WATER SYSTEMS (IF REQUIRED). REFER TO LANDSCAPE PLANS FOR MATERIAL COLORS AND TYPES.

5. MANUAL DRAIN VALVES - CONTRACTOR TO INSTALL ONE MANUAL DRAIN VALVE ON PRESSURE SUPPLY LINE DIRECTLY DOWNSTREAM OF BACKFLOW PREVENTER AND AT ALL LOW POINTS AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO INSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATIONS IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.

6. UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.

7. SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.

SLEEVED PIPE SIZE/WIRE QUANTITY	REQUIRED SLEEVE SIZE & (QUANTITY)
¾" - 1¼" PIPING	2" PVC (1)
1½" - 2.5 " PIPING	4" PVC (1)
2-WIRE CABLE	2" PVC (1)

REFER TO CIVIL PLANS FOR EXISTING AND FUTURE SLEEVING.

8. 2-WIRE SYSTEM NOTES - CONTRACTOR SHALL INSTALL ALL TWO-WIRE COMPONENTS PER MANUFACTURES RECOMMENDATIONS AND STANDARDS.
   - 8.1. CONTRACTOR SHALL USE ONLY MANUFACTURED 2-WIRE DECODER CABLE (SEE SCHEDULE FOR SPECIFIC 2-WIRE CABLE).
   - 8.2. USE DIFFERENT COLOR 2-WIRE DECODER CABLE FOR EACH CONTROLLER (BLUE FOR A AND BLACK FOR B).
   - 8.3. ONLY USE SINGLE STATION DECODERS (SEE SCHEDULE FOR SPECIFIC MODEL).
   - 8.4. ONLY USE SENSOR DECODER FOR FLOW SENSOR (SEE SCHEDULE FOR SPECIFIC MODEL) IF INDICATED ON PLANS.
   - 8.5. LOOP 5' OF 2-WIRE DECODER CABLE INTO ALL VALVE BOXES (WITH DECODERS AND SPLICES) FOR MAINTENANCE.
   - 8.6. USE ONLY 3M DBR-6 WATERPROOF CONNECTORS ON ALL WIRE SPLICES AND ALL WIRE SPLICES ARE TO BE MADE WITHIN A VALVE BOX WITH CONTROL VALVES OR A SEPARATE 10" ROUND VALVE BOX FOR WIRE SPLICES.
   - 8.7. INSTALL SURGE PROTECTOR RODS OR PLATES 8 LF. FROM VALVES, DECODERS, AND COMMUNICATION WIRE.
   - 8.8. GROUND ALL DECODERS AND DECODER WIRE A MINIMUM OF EVERY 500' OF WIRE OR EVERY 8TH DECODER AND AT ALL ENDS OF 2-WIRE DECODER CABLE RUN.
   - 8.9. LOOP EXTRA 10' OF 2-WIRE DECODER CABLE INTO A VALVE BOX AT PHASING LINES FOR FUTURE CONNECTION (IF INDICATED ON PLANS).

9. SIMULTANEOUS ZONE OPERATION - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY BASED ON INDIVIDUAL ZONE FLOW. THE DESIGN IS INTENDED TO OPERATE MULTIPLE VALVES, UP TO THE MAXIMUM FLOW IN THE POINT OF CONNECTION NOTE. REFER TO CONTROLLER SPECIFICATION FOR MAXIMUM SIMULTANEOUS VALVE COUNT.

10. EXISTING IRRIGATION DAMAGE - CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING IRRIGATION SYSTEMS DAMAGED DURING NEW INSTALLATION. REPAIR OR REPLACEMENT SHALL BE DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AND PAID FOR BY THE LANDSCAPE CONTRACTOR.

11. EXISTING IRRIGATION COORDINATION - EXISTING IRRIGATION SYSTEM SHALL NOT BE TURNED OFF FOR MORE THAN 24 HOURS MAXIMUM. CONTRACTOR SHALL COORDINATE TURN OFF OF SYSTEM WITH OWNER OR MAINTENANCE STAFF 72 HOURS PRIOR TO ANY NEW CONSTRUCTION.

12. IRRIGATION DESIGN INTENT IS TO IRRIGATE NATIVE SEED FOR ESTABLISHMENT AND DROUGHT CONDITIONS ONLY. PLEASE ADJUST IRRIGATION WATER CALCULATIONS ACCORDINGLY.

13. GENERAL NOTES - CITY REQUIREMENTS:
   - VALVE BOX LIDS NEED TO BE CARSON LIDS.
   - ALL DRIP VALVE ASSEMBLY TO BE LOCATED IN A JUMBO VALVE BOX AND LID.
   - ALL VALVE BOXES NEED TO BE BRANDED WITH ZONE NUMBER.
   - ALL SLEEVES UNDER WALKS AND ROADS NEED TO BE MARKED ON THE CONCRETE TO INDICATE LOCATION.
   - ALL DECODERS NEED TO BE LABELED WITH ZONE NUMBERS (CLOCKS 117 & 120).
   - STAINLESS STEEL FOR 6" ROTOR HEAD POP UPS. NO PLASTIC. 12" ROTORS ARE PLASTIC.
   - SQUARE NUT OPERATOR ON GATE VALVES.

REFER TO SHEET

IR0.0	IRRIGATION NOTES & SCHEDULE
IR1.0	IRRIGATION NOTES
IR1.1 - IR1.6	IRRIGATION PLAN
IR1.7 TO IR1.8	IRRIGATION DETAILS

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Planning • Graphics
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ROCK CREEK PARKWAY

Project No.: 22407.00

Issued For:	Date:
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IRRIGATION NOTES

IR1.0

REFER TO SHEET

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IR1.0	IRRIGATION NOTES
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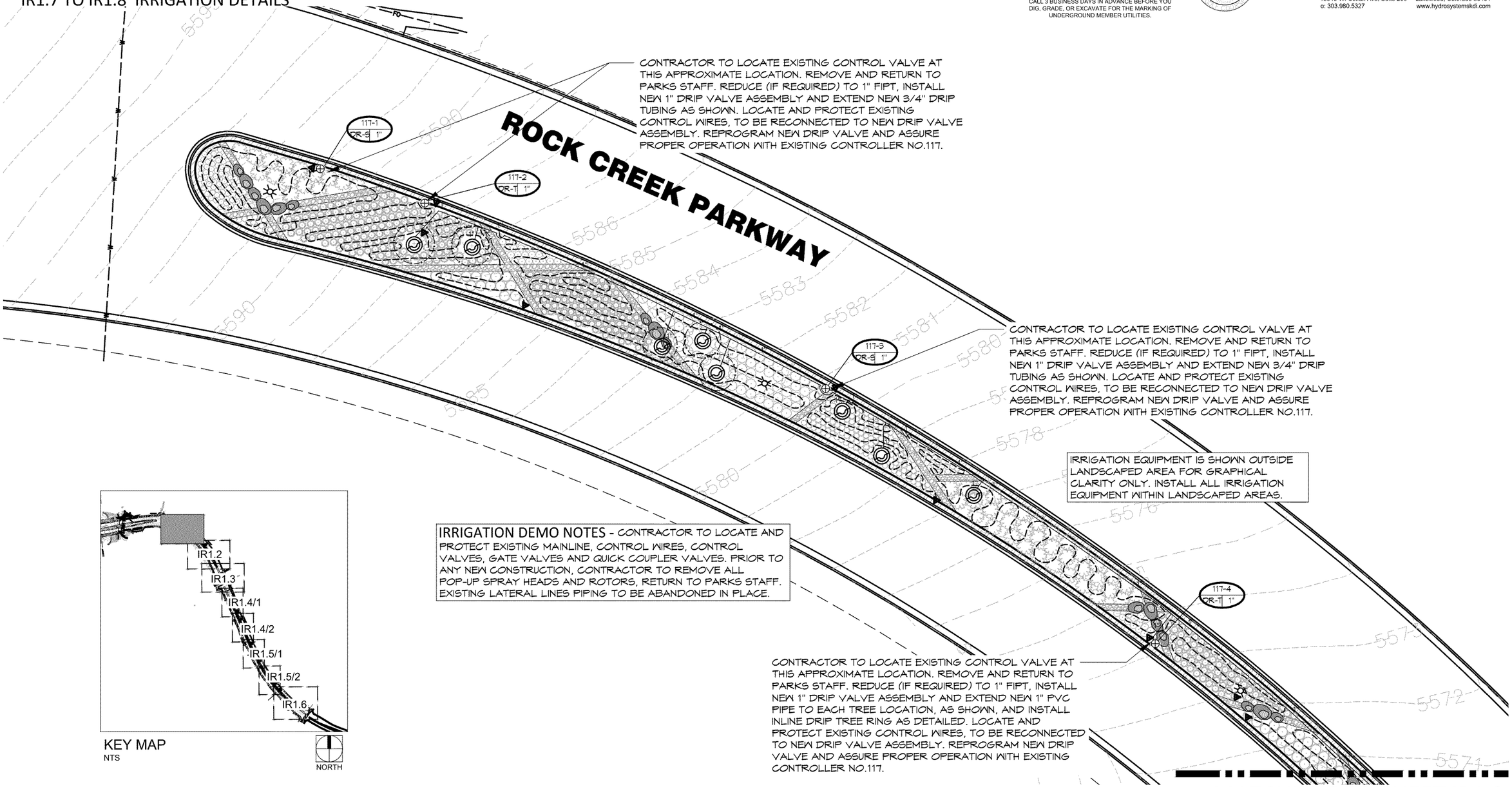
DESIGN CONCEPTS
Community + Landscape Architecture
[illegible]

Town of Superior



KEY MAP
NTS

NORTH

1 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

ROCK CREEK PARKWAY

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ENLARGEMENT IRRIGATION PLAN

IR1.1

REFER TO SHEET

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IR1.0	IRRIGATION NOTES
IR1.1 - IR1.6	IRRIGATION PLAN
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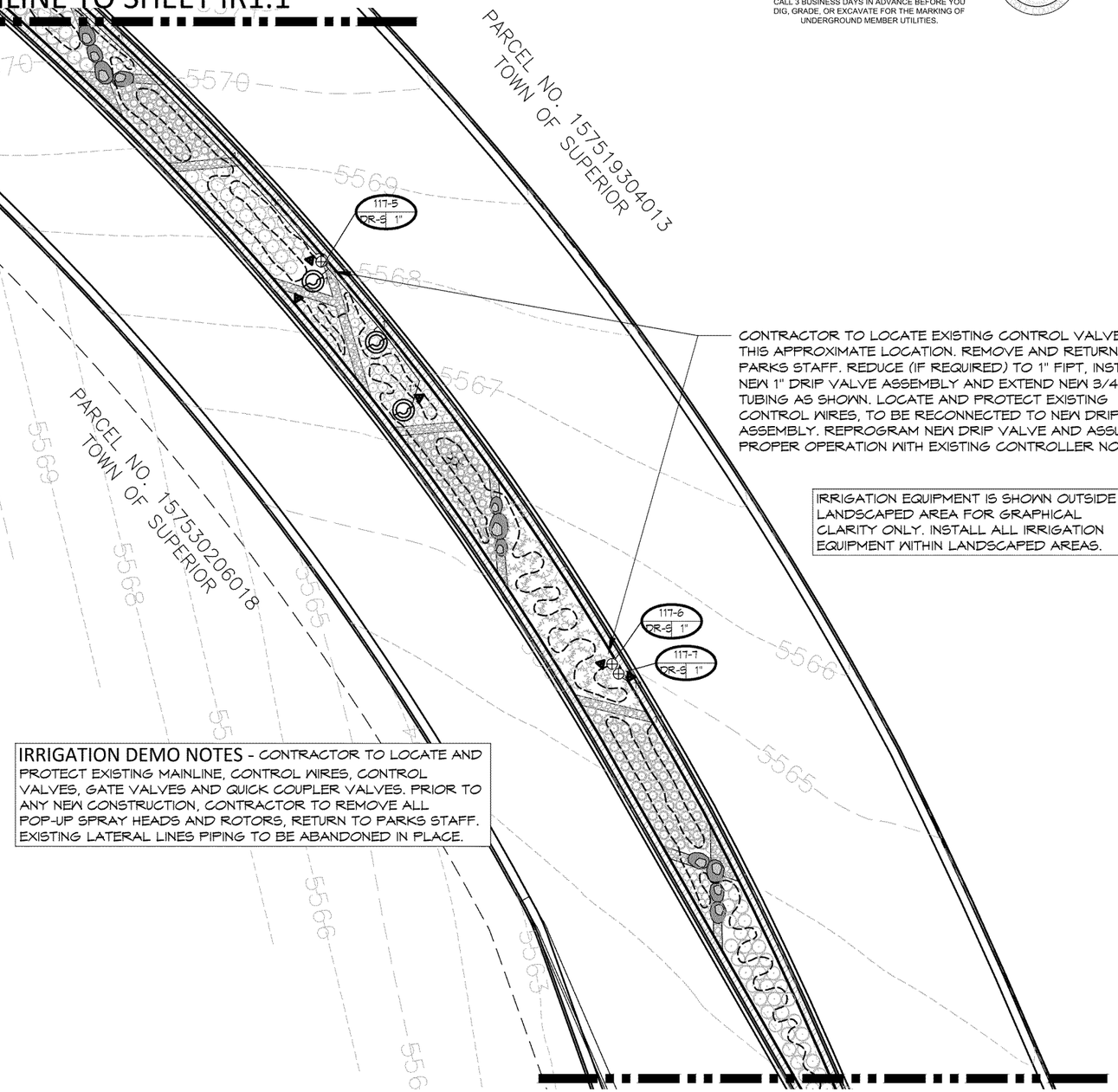
MATCHLINE TO SHEET IR1.1

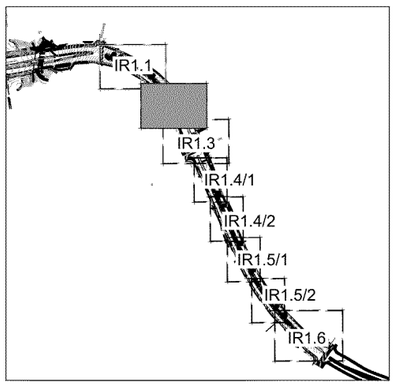


CONTRACTOR TO LOCATE EXISTING CONTROL VALVE AT THIS APPROXIMATE LOCATION. REMOVE AND RETURN TO PARKS STAFF. REDUCE (IF REQUIRED) TO 1" FIPT, INSTALL NEW 1" DRIP VALVE ASSEMBLY AND EXTEND NEW 3/4" DRIP TUBING AS SHOWN. LOCATE AND PROTECT EXISTING CONTROL WIRES, TO BE RECONNECTED TO NEW DRIP VALVE ASSEMBLY. REPROGRAM NEW DRIP VALVE AND ASSURE PROPER OPERATION WITH EXISTING CONTROLLER NO.117.

IRRIGATION EQUIPMENT IS SHOWN OUTSIDE LANDSCAPED AREA FOR GRAPHICAL CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN LANDSCAPED AREAS.

IRRIGATION DEMO NOTES - CONTRACTOR TO LOCATE AND PROTECT EXISTING MAINLINE, CONTROL WIRES, CONTROL VALVES, GATE VALVES AND QUICK COUPLER VALVES. PRIOR TO ANY NEW CONSTRUCTION, CONTRACTOR TO REMOVE ALL POP-UP SPRAY HEADS AND ROTORS, RETURN TO PARKS STAFF. EXISTING LATERAL LINES PIPING TO BE ABANDONED IN PLACE.

MATCHLINE TO SHEET IR1.3



KEY MAP
NTS

NORTH

1 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

ROCK CREEK PARKWAY

Project No.: 22407.00

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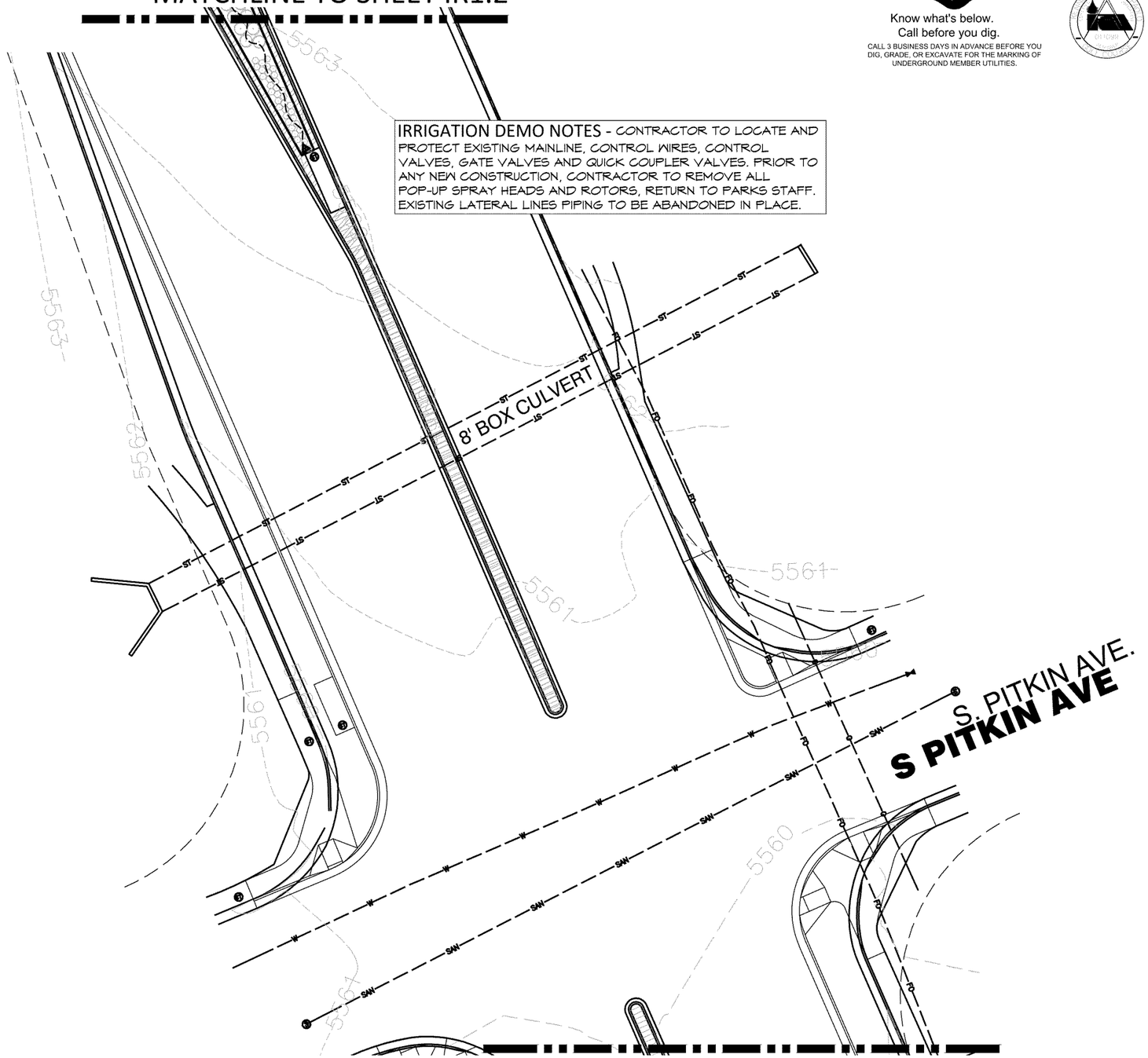
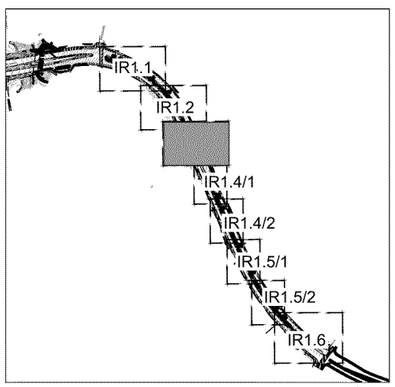
ENLARGEMENT IRRIGATION PLAN

IR1.2

REFER TO SHEET

IR0.0	IRRIGATION NOTES & SCHEDULE
IR1.0	IRRIGATION NOTES
IR1.1 - IR1.6	IRRIGATION PLAN
IR1.7 TO IR1.8	IRRIGATION DETAILS





KEY MAP
NTS

NORTH

1 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH

30' 60'

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ENLARGEMENT IRRIGATION PLAN

IR1.3

REFER TO SHEET

IR0.0	IRRIGATION NOTES & SCHEDULE
IR1.0	IRRIGATION NOTES
IR1.1 - IR1.6	IRRIGATION PLAN
IR1.7 TO IR1.8	IRRIGATION DETAILS

MATCHLINE TO SHEET IR13

IRRIGATION DEMO NOTES - CONTRACTOR TO LOCATE AND PROTECT EXISTING MAINLINE, CONTROL WIRES, CONTROL VALVES, GATE VALVES AND QUICK COUPLER VALVES. PRIOR TO ANY NEW CONSTRUCTION, CONTRACTOR TO REMOVE ALL POP-UP SPRAY HEADS AND ROTORS, RETURN TO PARKS STAFF. EXISTING LATERAL LINES PIPING TO BE ABANDONED IN PLACE.

ROCK CREEK PARKWAY

CONTRACTOR TO LOCATE EXISTING CONTROL VALVE AT THIS APPROXIMATE LOCATION. REMOVE AND RETURN TO PARKS STAFF. REDUCE (IF REQUIRED) TO 1" FIPT, INSTALL NEW 1" DRIP VALVE ASSEMBLY AND EXTEND NEW 3/4" DRIP TUBING AS SHOWN. LOCATE AND PROTECT EXISTING CONTROL WIRES, TO BE RECONNECTED TO NEW DRIP VALVE ASSEMBLY. REPROGRAM NEW DRIP VALVE AND ASSURE PROPER OPERATION WITH EXISTING CONTROLLER NO.120.

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120-1 QR-S 1"

120-2 QR-S 1"

IR1.1 IR1.2 IR1.3 IR1.4/1 IR1.4/2 IR1.5/1 IR1.5/2 IR1.6

KEY MAP
NTS

NORTH

MATCHLINE TO ABOVE RIGHT

1 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

MATCHLINE TO BELOW LEFT

PARCEL NO. 157530110009
TOWN OF SUPERIOR

120-3 QR-S 1"

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ST ST

120-4 QR-S 1"

IR1.1 IR1.2 IR1.3 IR1.4/1 IR1.4/2 IR1.5/1 IR1.5/2 IR1.6

KEY MAP
NTS

NORTH

MATCHLINE TO SHEET IR1.5

2 ENLARGEMENT PLAN
Scale: 1" = 30'-0"

NORTH 30' 60'

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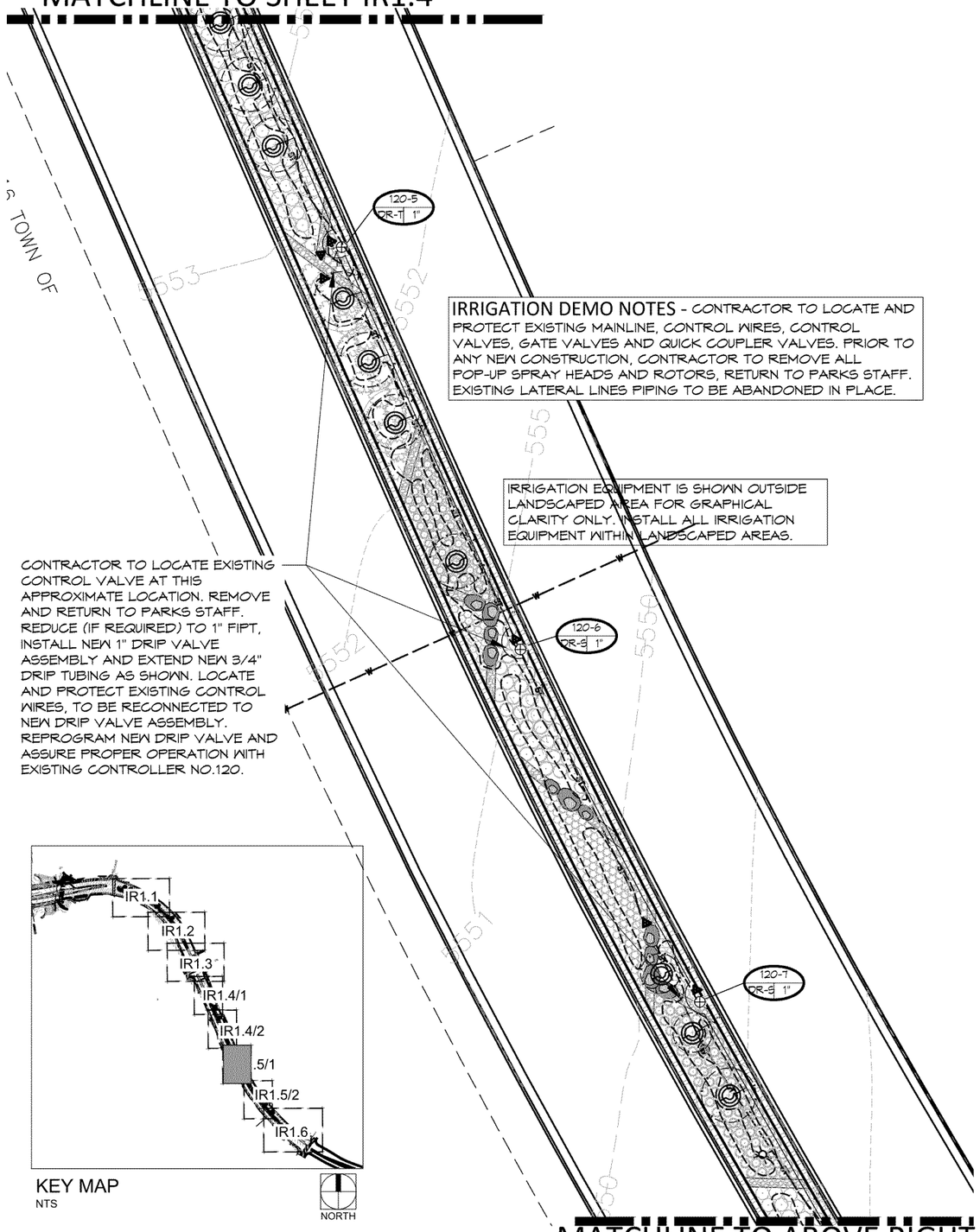
ENLARGEMENT IRRIGATION PLAN

IR1.4

MATCHLINE TO SHEET IR1.4



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KEY MAP
NTS

NORTH

MATCHLINE TO ABOVE RIGHT

1 ENLARGEMENT PLAN

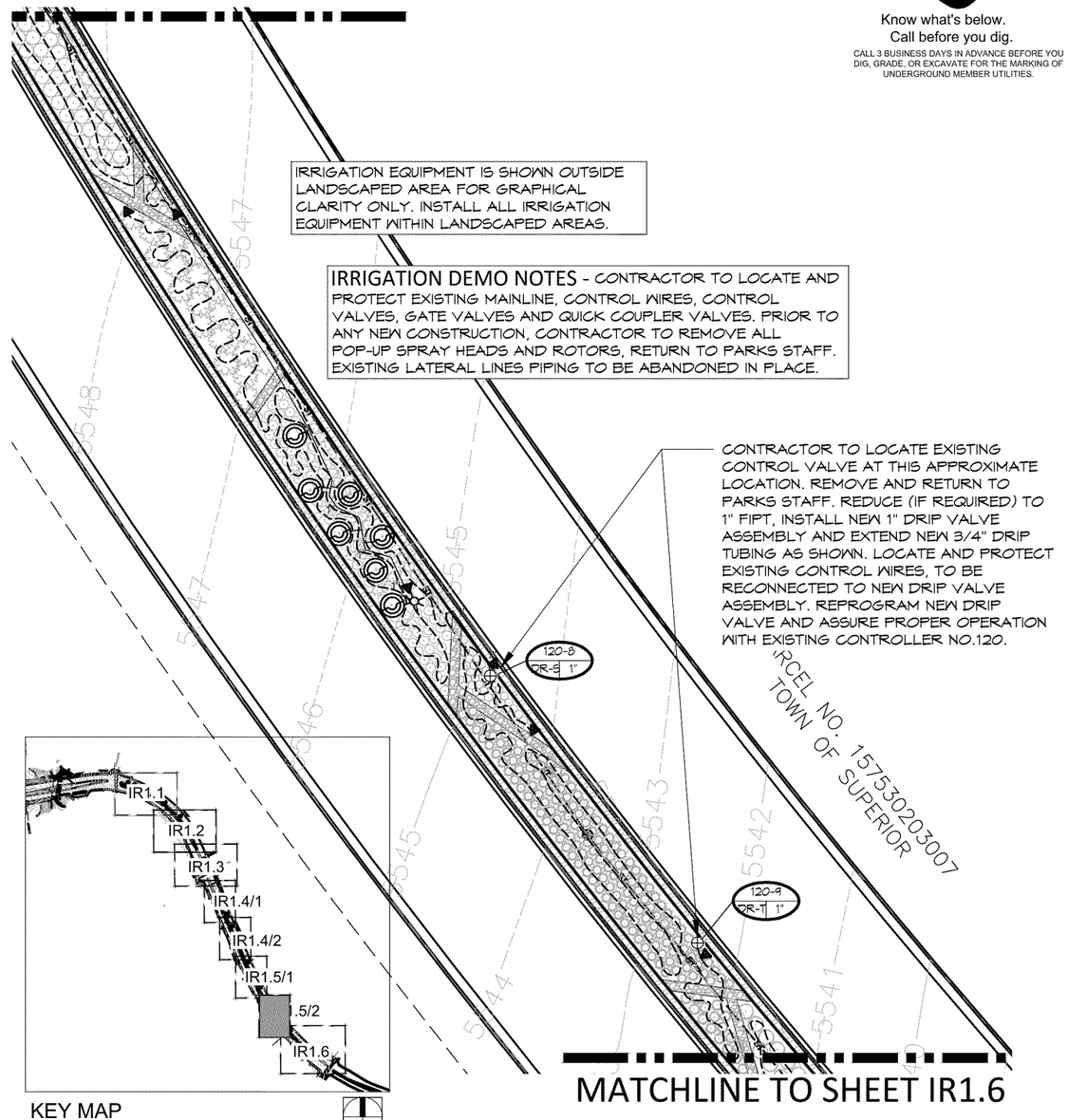
Scale: 1" = 30'-0"

NORTH 30' 60'

REFER TO SHEET

IR0.0	IRRIGATION NOTES & SCHEDULE
IR1.0	IRRIGATION NOTES
IR1.1 - IR1.6	IRRIGATION PLAN
IR1.7 TO IR1.8	IRRIGATION DETAILS

MATCHLINE TO BELOW LEFT



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KEY MAP
NTS

NORTH

MATCHLINE TO SHEET IR1.6

2 ENLARGEMENT PLAN

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DESIGN CONCEPTS
Community • Landscape • Architecture

Town of Superior

ROCK CREEK PARKWAY

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Checked By: JSB

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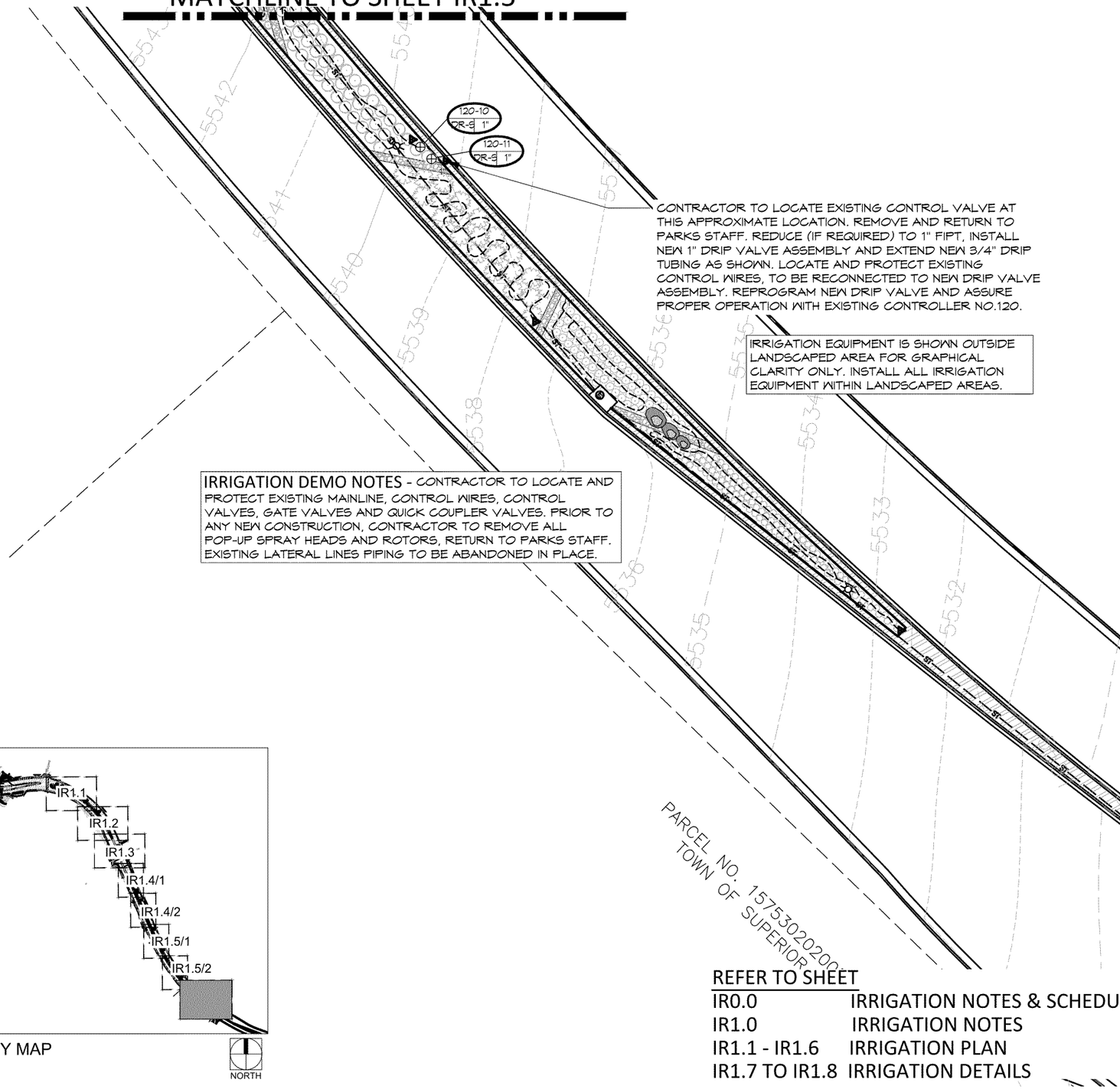
ENLARGEMENT IRRIGATION PLAN

IR1.5

MATCHLINE TO SHEET IR1.5



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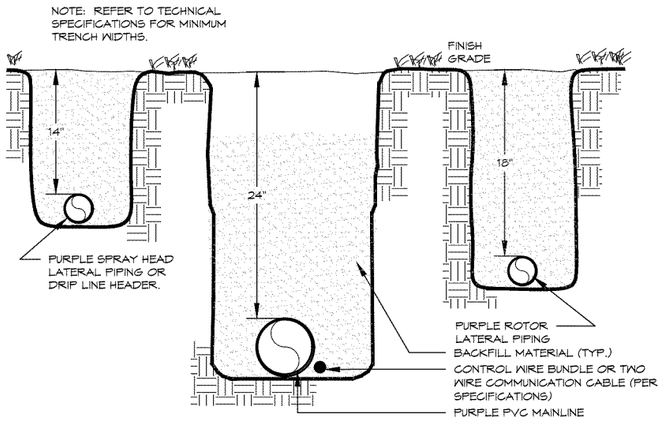
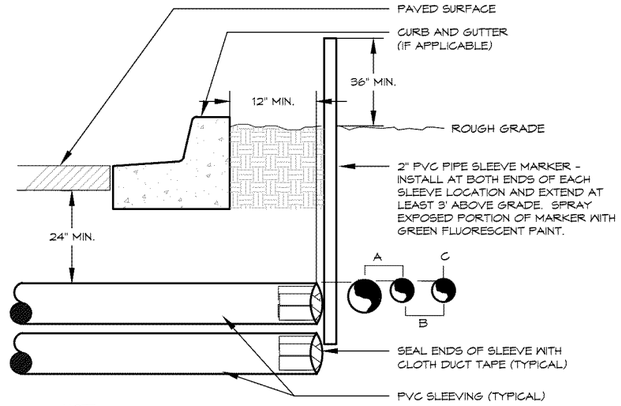
CONTRACTOR TO LOCATE EXIS



TRENCH

1

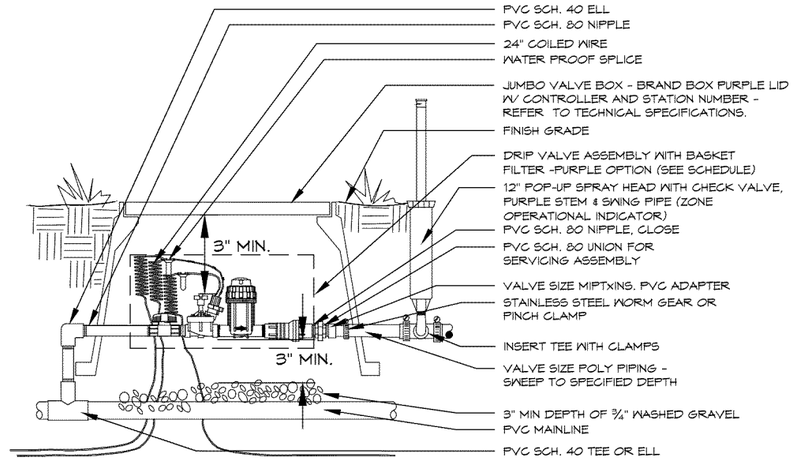


NOTE:

- ALL SLEEVING TO BE CLASS 160 BE PVC, SIZE AS NOTED.
- INSTALL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4" TO 6" APART. DO NOT STACK SLEEVES VERTICALLY.
- CONTRACTOR TO COORDINATE WITH FLATWORK INSTALLER TO BRAND A "V" IN SIDEWALK OR CURB AT BOTH ENDS OF SLEEVE CROSSING.

IRRIGATION SLEEVING

2



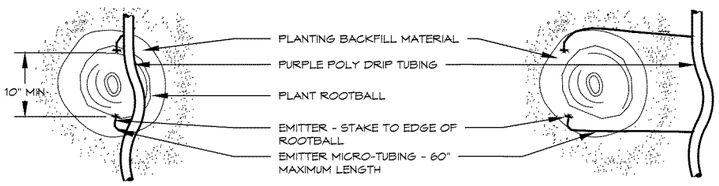
NOTE:

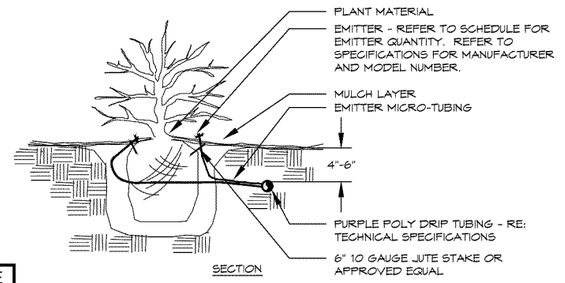
INSTALL ASSEMBLY TO REST ON GRAVEL SUMP. CONTAIN ENTIRE ASSEMBLY WITHIN BOX. NO VALVE BOX EXTENSIONS WILL BE ACCEPTED. PROVIDE 3"-4" CLEARANCE BETWEEN TOP OF CONTROL VALVE SOLENOID AND BOTTOM OF VALVE BOX LID. TOP OF VALVE BOX TO BE FLUSH WITH FINISH GRADE. VALVE BOX SHALL NOT REST ON DRIP TUBING.

DRIP VALVE

24V - ##########################

3





PLANT SIZE	EMITTER FLOW RATE	EMITTER QTY. AT MULCHED BED LOCATIONS	EMITTER QTY. AT NATIVE SEED LOCATIONS
1 - 2 GALLON MATERIAL	0.5 GPH	ONE EACH	ONE EACH
5 GALLON MATERIAL	0.5 GPH	TWO EACH	TWO EACH
½" CALIPER TREE	1.0 GPH	THREE EACH	FOUR EACH
2" CALIPER TREE	1.0 GPH	FOUR EACH	SIX EACH
2½" CALIPER TREE	1.0 GPH	SIX EACH	EIGHT EACH
3" CALIPER TREE	1.0 GPH	EIGHT EACH	TEN EACH
3½" CALIPER TREE	1.0 GPH	NINE EACH	ELEVEN EACH
4" CALIPER TREE	1.0 GPH	TEN EACH	TWELVE EACH
6 FT. CONIFEROUS TREE	1.0 GPH	FOUR EACH	SIX EACH
8 FT. CONIFEROUS TREE	1.0 GPH	SIX EACH	NINE EACH
10 FT. CONIFEROUS TREE	1.0 GPH	EIGHT EACH	TWELVE EACH
12 FT. CONIFEROUS TREE	1.0 GPH	TEN EACH	FOURTEEN EACH

NOTES:

- INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. THREE OR MORE EMITTERS SHALL BE EQUALLY SPACED AROUND ROOT BALL.
- EMITTERS ARE TO BE INSTALLED TO CLEAR SURFACE BY A MINIMUM OF 1" AND A MAXIMUM OF 2".
- FLUSH ALL LINES THOROUGHLY, INCLUDING EMITTER MICRO-TUBING PRIOR TO EMITTER INSTALLATION.
- IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL BOTH EMITTERS ON UPHILL SIDE OF ROOT BALL.
- EMITTERS SHALL BE SELF-FLUSHING, PRESSURE COMPENSATING-TYPE UNLESS NOTED OTHERWISE WITHIN TECHNICAL SPECIFICATIONS.
- DRIP VALVE ZONES ARE DESIGNED TO ACCOUNT FOR DIFFERENCES IN PLANT REQUIREMENTS (HYDROZONES) AND SUN EXPOSURE.
- CONTRACTOR SHALL ENSURE HYDROZONES ARE VALVED SEPARATELY AS SHOWN ON PLAN.
- SITE CONDITIONS MAY DICTATE THAT MULTIPLE SUN EXPOSURES ARE VALVED TOGETHER DURING THE DESIGN PROCESS. CONTRACTOR SHALL ADJUST EMITTER SCHEDULE AS FOLLOWS:
  - EMITTER QUANTITIES SHALL REMAIN THE SAME BUT EMITTER GALLONAGES SHALL BE DOUBLED FOR PLANTS WITH SOUTH AND WEST EXPOSURES.
  - EMITTER QUANTITIES AND GALLONAGE SHALL BE AS SHOWN IN SCHEDULE FOR PLANTS WITH NORTH AND EAST EXPOSURES.
  - PLANTINGS WITH NORTH AND EAST EXPOSURE SHALL DICTATE VALVE RUN-TIMES AND CONTRACTOR SHALL ADJUST SCHEDULING ACCORDINGLY.

DRIP EMITTER

BELOW GRADE - PURPLE PIPE

4

REFER TO SHEET

IR0.0 IRRIGATION NOTES & SCHEDULE
IR1.0 IRRIGATION NOTES
IR1.1 - IR1.6 IRRIGATION PLAN
IR1.7 TO IR1.8 IRRIGATION DETAILS

DESIGN CONCEPTS
Community • Landscape Architecture
2 North Cascade Avenue, Suite 1410
Colorado Springs, CO 80903
719.633.2868 www.dcdenver.com

Town of Superior

HydroSystems KDI
Irrigation Consulting & Water Management
13949 W. Colfax Ave, Suite 260 Lakewood, Colorado 80401
o: 303.980.5327 www.hydrosystemskdi.com

ROCK CREEK PARKWAY

Project No.: 22407.00

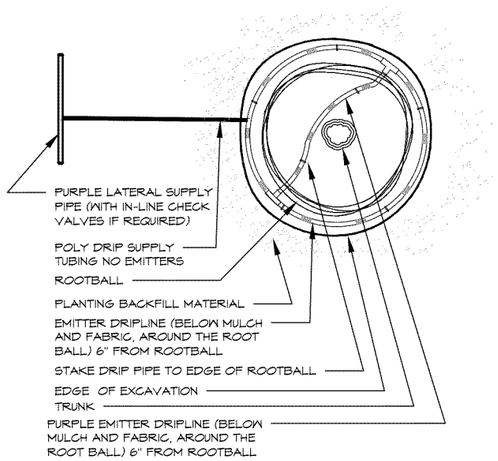
Issued For:	Date:
BID SET	04.059.24

Drafted By: KJD
Checked By: JSB

All drawings and written material appearing herein constitute original and unpublished work of Design Concepts and may not be duplicated, used or disclosed.

IRRIGATION DETAILS

IR1.7

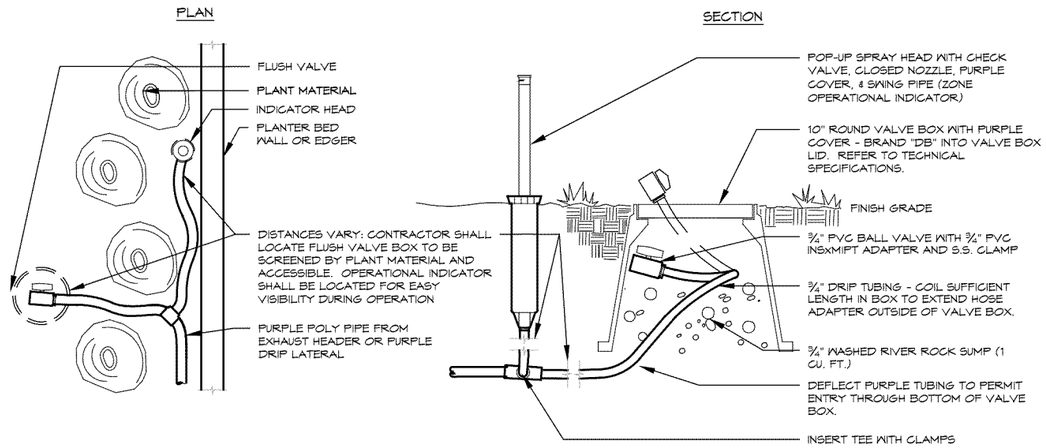


PLANT SIZE	MINIMUM EMITTER QTY. PER TREE
5 GALLON SHRUBS	THREE EACH
1½" CALIPER TREE	EIGHT EACH
2" CALIPER TREE	TWELVE EACH
2½" CALIPER TREE	SIXTEEN EACH
3" CALIPER TREE	TWENTY EACH
3½" CALIPER TREE	TWENTY-TWO EACH
4" CALIPER TREE	TWENTY-FOUR EACH
6 FT. CONIFEROUS TREE	TWELVE EACH
8 FT. CONIFEROUS TREE	EIGHTEEN EACH
10 FT. CONIFEROUS TREE	TWENTY-FOUR EACH
12 FT. CONIFEROUS TREE	TWENTY-EIGHT EACH

NOTES:
- EMITTERS SHALL BE EQUALLY SPACED AROUND ROOT BALL.
- EMITTER FLOW RATE PER SCHEDULE.
- DRIPLINE EMITTER SPACING PER SCHEDULE.

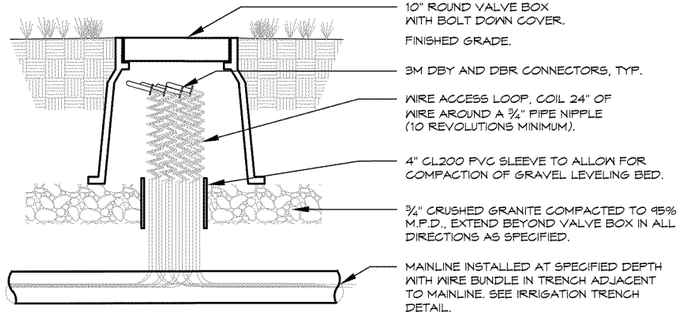
SUBSURFACE EMITTER TREE RING

5



DRIP FLUSH VALVE

6



NOTE:
1. SET TOP OF BOX LEVEL WITH FINISHED GRADE IN TURF AREAS AND LEVEL WITH TOP OF MULCH IN SHRUB BEDS.
2. USE STANDARD RECTANGULAR VALVE BOX WITH BOLT DOWN LID FOR SPLICES OF MORE THAN TWENTY (20) WIRES.

WIRE SPLICE BOX

7

24V WIRING SYSTEM

REFER TO SHEET

IR0.0	IRRIGATION NOTES & SCHEDULE
IR1.0	IRRIGATION NOTES
IR1.1 - IR1.6	IRRIGATION PLAN
IR1.7 TO IR1.8	IRRIGATION DETAILS

DESIGN CONCEPTS
Town of Superior
HydroSystems KDI
Irrigation Consulting & Water Management
13949 W. Colfax Ave, Suite 260 Lakewood, Colorado 80401
o: 303.980.5327 www.hydrosystemskdi.com

ROCK CREEK PARKWAY

Project No.: 22407.00

Issued For:	Date:
BID SET	04.059.24

Drafted By: KJD
Checked By: JSB

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IRRIGATION DETAILS

IR1.8

J&T Consulting, Inc.

May 2th, 2024

Brannon Richards, P.E.
Public Works and Utilities Director
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

RE: Town of Superior Rock Creek Parkway Improvements Project – Recommendation of Contract Award.

Brannon,

We have reviewed the bid packages received from Asphalt Specialties, Brannan Sand & Gravel, Elite Surface Infrastructure, Goodland Construction, Integrated Site Services, and Martin Marietta. CoCal Landscape submitted an incomplete bid and was not responsive. We have found the bids to be accurate and to have no math errors. The lowest bid was submitted by Integrated Site Services for $3,542,444.97.

Based on the bidder's qualification response, we do not recommend awarding the project to Integrated Site Services. None of the 14 projects included in the response were roadway projects. All of the projects and references are for landscape-majority work. The value and scope of the projects are not comparable to the Rock Creek Parkway Improvements Project.

The lowest responsive bid received was submitted by Asphalt Specialties. We have checked references from Asphalt Specialties, and have previous experience with the company. We find them to be an acceptable company with significant experience providing roadway and associated improvement construction to local municipalities.

We recommend award of the Rock Creek Parkway Improvements Project to Asphalt Specialties as the lowest responsive bid at $3,717,614.

Regards,

Cassie M.S. Harmon

Cassie Harmon, P.E.

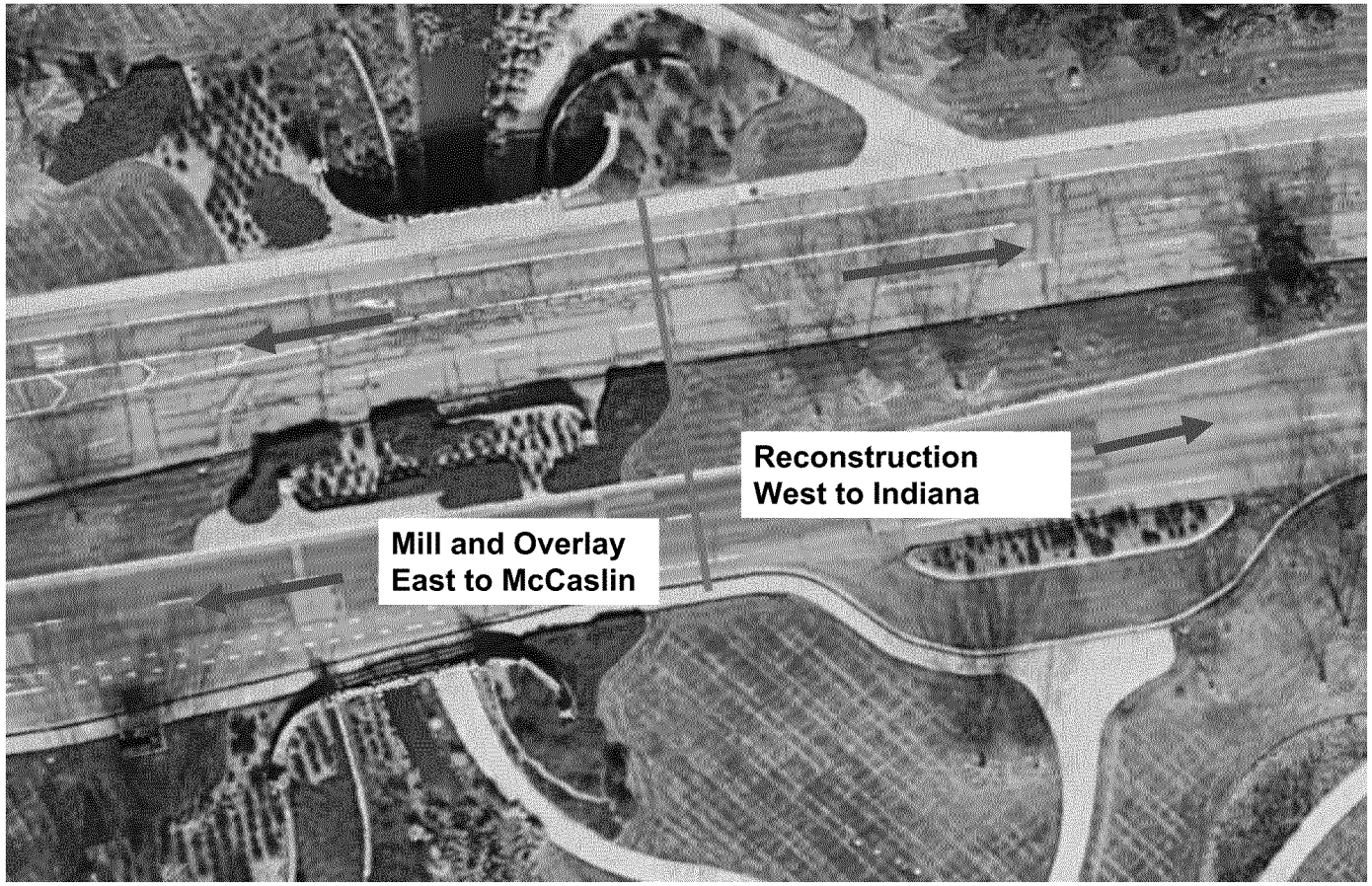
Rock Creek Parkway – 2024 Reconstruction & Reconfiguration

May 13, 2024

Town of Superior

RCP Reconstruction

- Roadway reconstruction from pedestrian bridge east to Indiana in Summer 2024
- Mill and overlay from pedestrian bridge west to McCaslin Intersection in Summer 2024
  - Roadway reconstruction from McCaslin to pedestrian bridge including intersection to be completed in 2025
- Bridge reconstruction to be completed as separate, CDOT funded project, 2024/2025
- Roadway restriping from McCaslin to Coalton



Reconfiguration Design – Public Outreach

- 6/1/2023 – Stakeholder meeting with BC Sherriff and Mountain View Fire Department
- 6/21/2023 – Public Outreach 1: Meeting at the Community Center
- 6-8/2023 – Online Engagement Map & Online Survey
  - Online Tools: 1,007 submissions
  - Recorded Community Meeting: 73 observations
  - Emails & Voicemail: 6 statements
- 9/9/2023 – Public Outreach 2: Booth at the Chili Fest
  - Engaged with 150-200 people
- 9/2023 – Proposed Cross Section Ranking - Online
- 9/18/2023 – Board Quarterly Work Session Update
- 12/11/2023 – Board meeting to discuss RCP Reconstruction and Repurposing (Awards of J&T and F&T Contracts)
- 2/26/2024 – Board meeting to discuss design and construction options
- 4/29/2024 – Public meeting to discuss RCP Reconstruction and Reconfiguration

Reconfiguration Design – Public Outreach

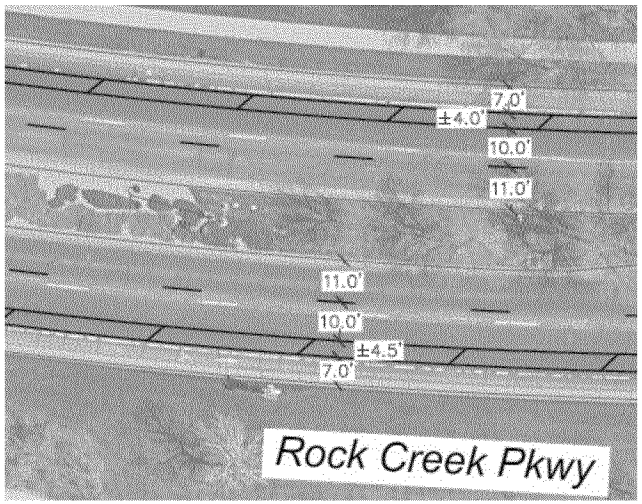
Phase 1 Outreach Cumulative Feedback compiled by Fox Tuttle

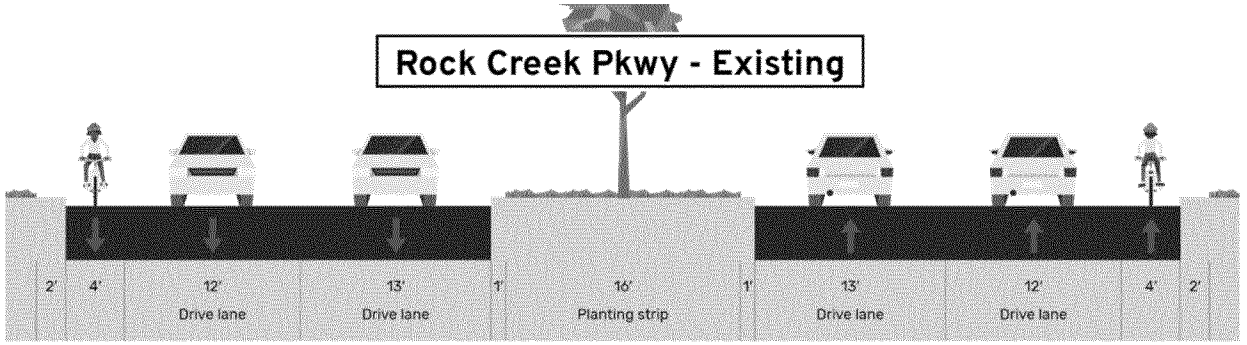
- The majority of superior residents have concern about safety along the corridor, but a large minority feel it should remain as-is
  - Almost unilateral concern about speeding and it's safety impacts
- Desire to see safer, more comfortable (and potentially more) crossings for people on bicycles and walking, especially for children
- Concern regarding safety for all modes of travel at existing intersections, people driving (turning left off side streets, primarily), people bicycling, and people walking
- Concern about the ability to utilize Rock Creek Parkway to evacuate quickly
- Desire for safer and more comfortable bicycle and pedestrian facilities along Rock Creek Parkway

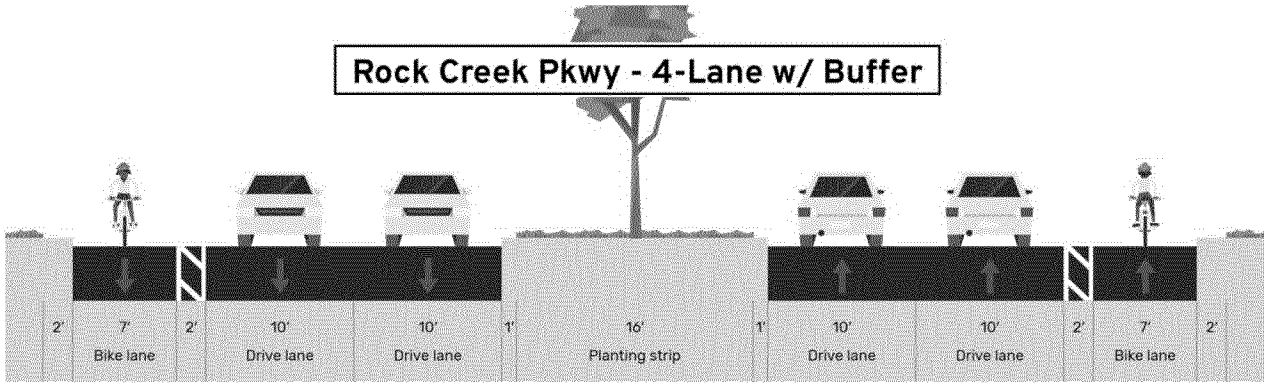
Phase 2 Outreach – Cross Sections Ranked in Order of "Best meets needs of all users"

- Two narrowed lanes each direction, small buffer
- One lane each direction, no vertical separation
- Existing Conditions
- One lane each direction with vertical separation

RCP Reconfiguration – Cross Section



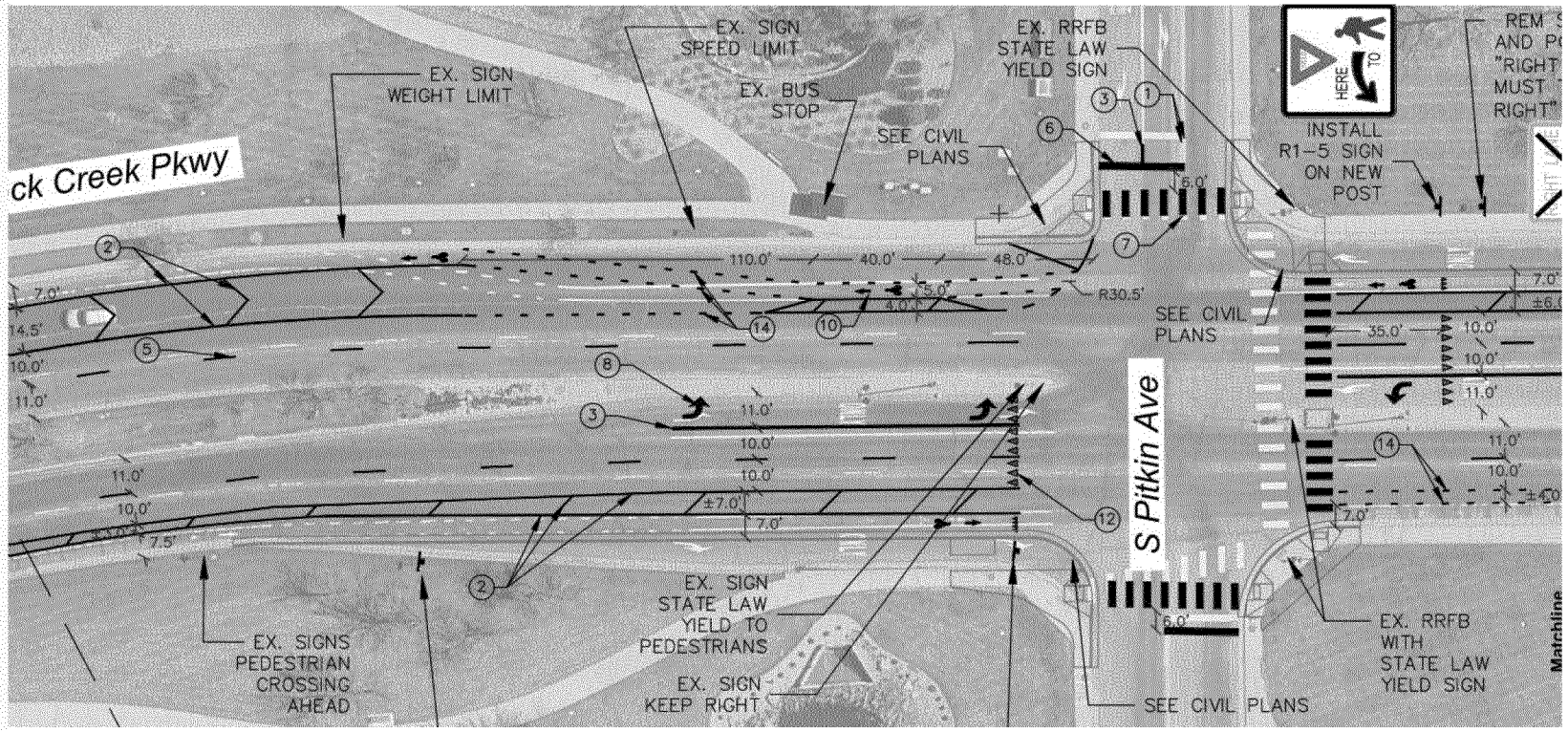




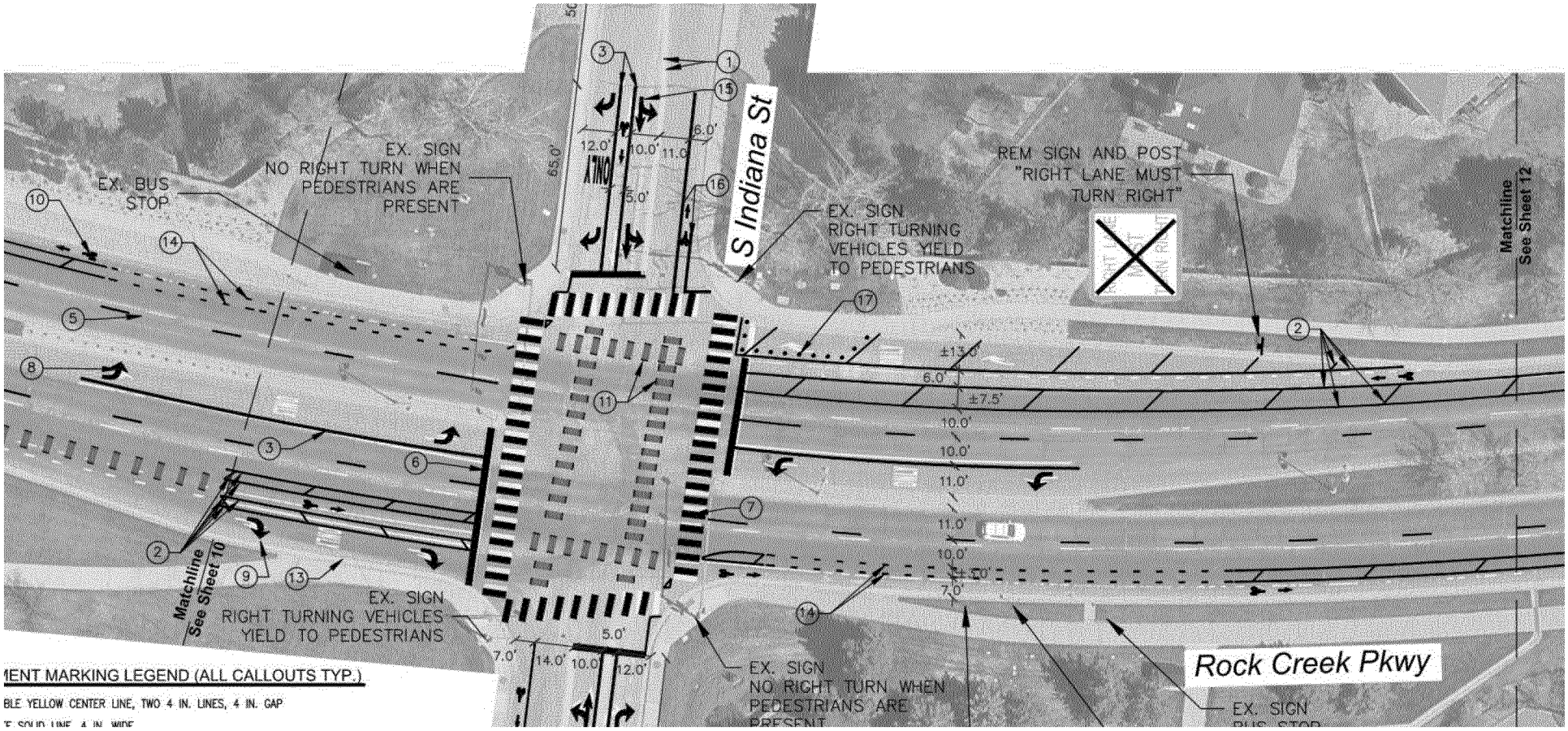
- Lane widths reduced from 12’-13’ to 10’
- Buffer added to bike lane (width varies)
- Bike lane width increased from 4’ to 7’
- Right turn lanes removed:
  - East & Westbound at Pitkin
  - Westbound at Indiana
  - East & Westbound at Coal Creek Drive
  - Westbound at Enterprise
  - Eastbound at Coal Ridge Dr.
  - Westbound at S. Tyler

RCP – Crossing Enhancements (Pitkin)

- Removal of Right Turn Lanes – reduces pedestrian crossing distance and improves bike safety
- Reconstruction areas will have new C&G and restriping areas will have bollards
- Yield teeth are set back from crossings
- Helps drivers see someone crossing if another vehicle is stopped



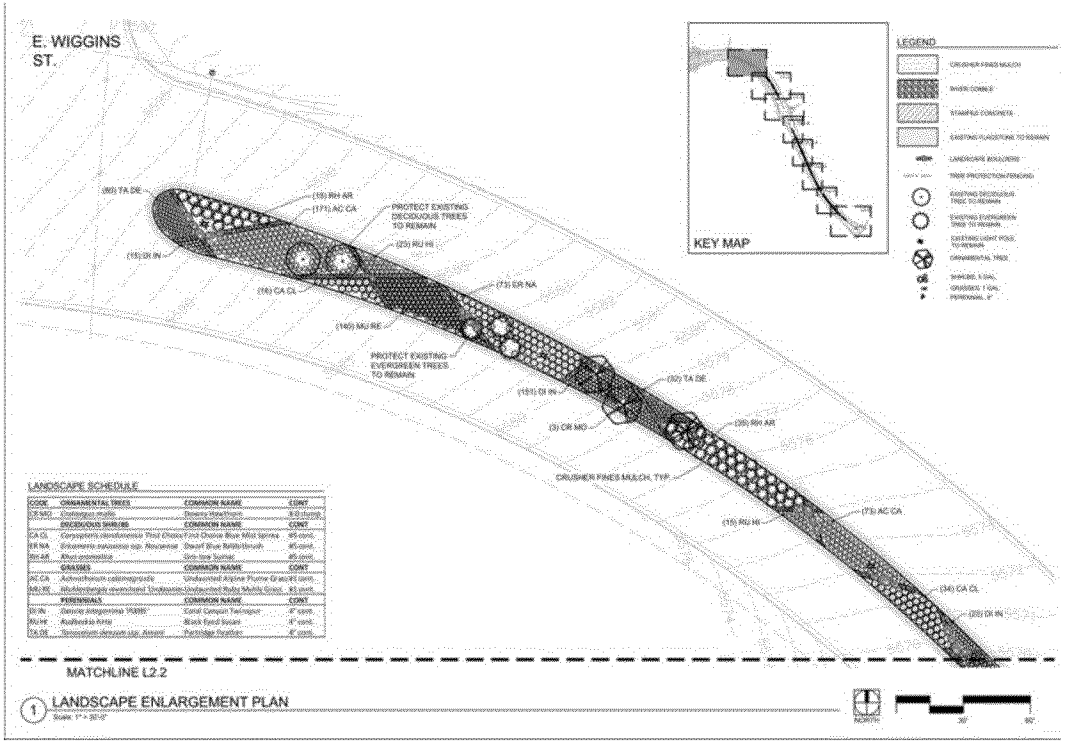
RCP – Crossing Enhancements (Indiana)

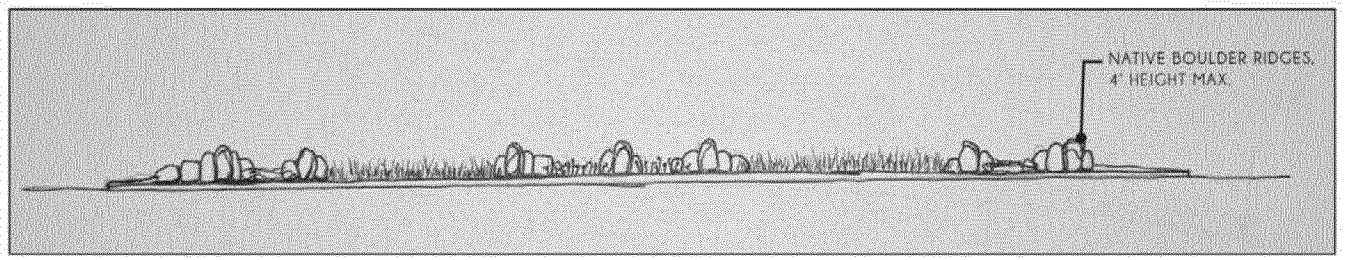


Flex Posts Typical at: Coal Creek Drive, Enterprise St., Coal Ridge Drive, S. Tyler Drive

RCP – Xeriscape Medians

- Xeriscape 2 medians in 2024: Wiggins to Pitkin and Pitkin to Indiana
- Xeriscape the median from McCaslin to Wiggins next summer 2025.
- Xeriscape:
  - Geometric placement of different colored plants for interest
  - Install Native Boulder Ridges
  - Saving as many trees as we can
  - Drip irrigation to reduce water usage





2024 Street Replacement Program

Bidder	Location	Total Bid
Integrated Site Services	Windsor, CO	$3,542,444.97
Asphalt Specialties	Denver, CO	$3,717,614.00
Brannan Sand & Gravel	Denver, CO	$4,148,077.26
Elite Surface Infrastructure	Englewood, CO	$4,198,961.80
Goodland Construction	Golden, CO	$4,593,855.25
Martin Marietta	Lakewood, CO	$4,799,882.47

Engineer's Recommendation

Low Bidder – Integrated Site Services – Not Recommended

- None of the 12 projects included in the response are roadway projects. All of the projects and references are for landscape-majority work
- The value and scope of the projects is not comparable to the Rock Creek Parkway Improvements Project
- Equipment list provided included skid steers, ditch witches, and mini excavators
- Contractor website does not list roadway construction as a service offered

OPEN JOBS

	A	B	C	D	E
1	**Job Name:**	**Client:**	**Amount:**	**Job Type:**	**Completion:**
2					
3	Heartside Hill	Palace Construction	$847,938.20	Landscape/irrigation large apartment complex	5%
4	160th Wall	Coyote Ridge Construction	$102,556.00	Roadway wall construction	0%
5	Berthoud Roundabouts	Town of Berthoud	$1,260,444.27	Landscape at I-25 exit, large multiton boulder, statues, cement	95%
6	Bloom Retaining Wall	Coyote Ridge Construction	$69,630.00	Roadway wall construction	0%
7	Premier Flex Johnstown	GYS Storage	$195,000.00	Landscape/irrigtation project	0%
8	Prospector	Dohn	$350,000.00	Landscape/irrigtation project	10%
9	Timberline	Mountain Constructors	$373,975.86	Road construction relandscape	60%
10	Eagle Brook	Land Asset strategies / BTB	$1,273,804.38	Landscape/irrigtation project	30%
11	DaVinci Park	City of Evans	$570,754.00	Landscape/irrigtation project	80%
12	Villas Clubhouse	Dohn	$100,072.00	Landscape/irrigtation project	0%
13	Thornton Shade Structures	City of Thronton	$393,841.64	Redo landscape and add structures to several parks	95%
14	US-287 Sound Wall Replacement	The City and County of Broomfield	$1,058,430.00	Roadway wall construction	0%

RFB Language

Part 2 – INSTRUCTIONS TO BIDDERS:

2.9 The following information shall be submitted with the Bid:

2.9.4 A list of the Bidder's previous experience on construction of similar projects

2.11 The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone. Also to be considered are: quality of product; past experiences with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.

Engineer's Recommendation

Lowest Responsive Bidder – Asphalt Specialties

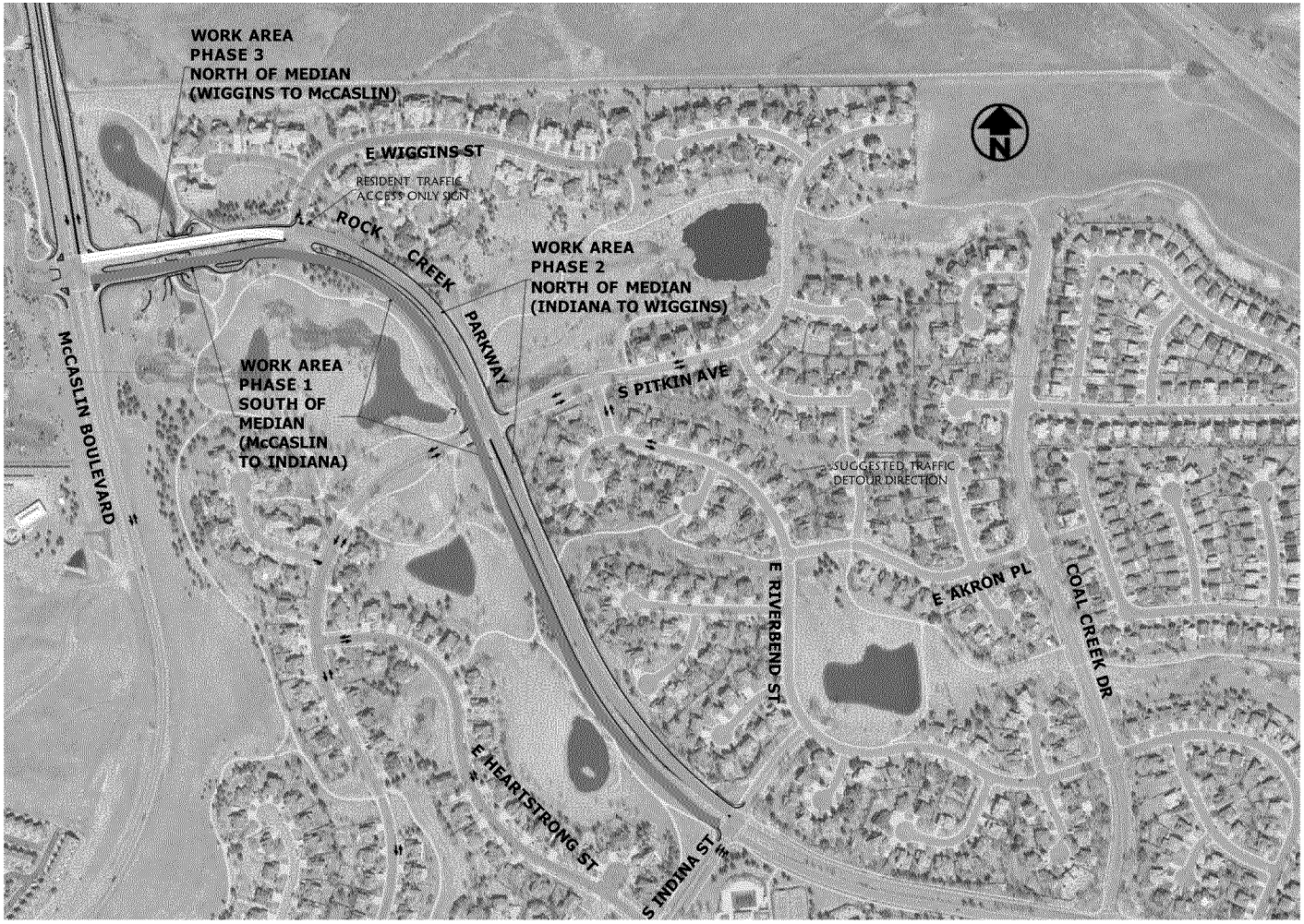
- Engineer has checked references
- The Town and the Engineer has previous experience with the company
- Engineer has found Asphalt Specialties to be an acceptable company with significant experience providing roadway and associate improvement construction to local municipalities

Engineer's Recommendation: Asphalt Specialties

	Road Work	Landscape & Irrigation	Project Total
Budget	$3,300,000	$500,000	$3,800,000
Asphalt Specialties	$3,223,095.45	$494,518.55	$3,717,614.00

General Items in Bid split 90%/10% for Road Work and Landscape & Irrigation
General Items contains $100,000 for unforeseen conditions
Road work includes $66,030 to mill and overlay RCP from McCaslin to Bridge

Typical Overall Traffic Detour Plan



Work Areas

Phase 1: South of Median
McCaslin to Indiana

Phase 2: North of Median
Indiana to Wiggins

Phase 3: North of Median
Wiggins to McCaslin

Important Notes

1. These are suggested phases and traffic control plans from the Town and design engineer. The Contractor is responsible for final plans, updates will be provided on the Town website.
2. Local access to neighborhoods will be maintained at all times.
3. Speeds in work area will be reduced to 25 MPH for safety.

PHASE 1
South of Median
McCaslin to Indiana

Maintain all movements at McCaslin intersection



Right turns only on and off of Wiggins Street

Two way traffic North of median

PHASE 1
South of Median
McCaslin to Indiana

Half of intersection closed – Northbound traffic on Pitkin detoured to Indiana Street



Southbound through traffic on Pitkin detoured to Indiana on E. Riverbend St.

Two way traffic North of median

PHASE 1
South of Median
McCaslin to Indiana



Two way traffic North of median

Intersection at Indiana open

PHASE 2
North of Median
Wiggins to Indiana



Right turns only on and off of Wiggins Street

Two way traffic south of median

PHASE 2
North of Median
Wiggins to Indiana

Northbound through traffic on Pitkin detoured to Indiana Street

Two way traffic south of median



Half of intersection closed – Southbound traffic on Pitkin detoured to Indiana on E. Riverbend St.

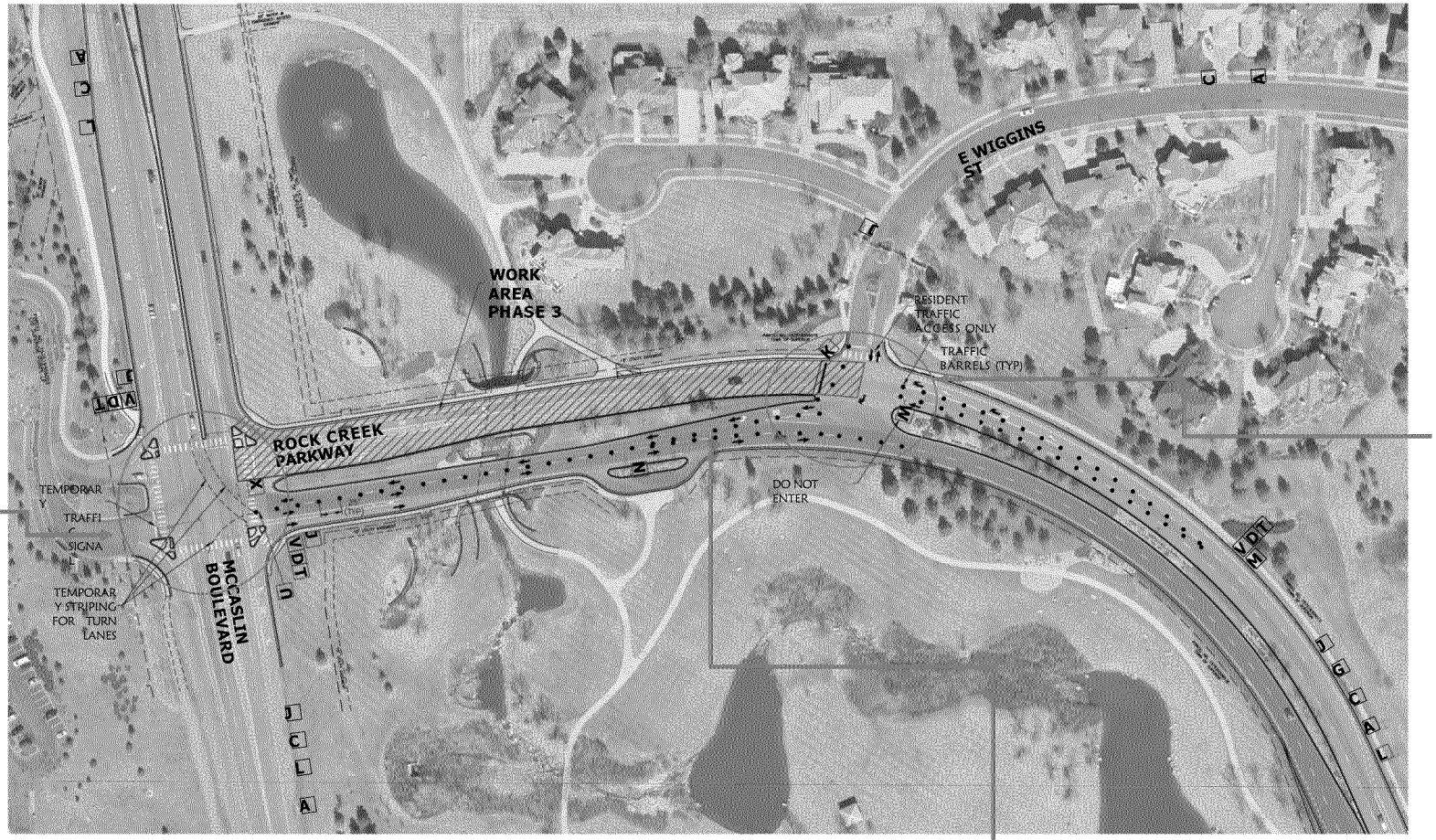
PHASE 2
North of Median
Wiggins to Indiana

Two way traffic south of median



Intersection at Indiana open

PHASE 3
North of Median
McCaslin to Wiggins



Maintain all movements at McCaslin intersection

Right turns only on and off of Wiggins Street

Two way traffic south of median

QUESTIONS?

ITEM NO. 5

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

ITEM NAME: **Big Sagamore Park, Little Sagamore Park and Children's Park Projects**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Leslie Clark, PROS Director**

PRESENTED FOR: **Approval**

BACKGROUND:
The Town Board approved the design agreement with Lose Design, for the re-building of Big Sagamore Park, Little Sagamore Park and Children's Park. Lose worked closely with staff, residents and the Park and Recreation Advisory Committee (PARC) on the design for the three park properties, right-of-way areas and neighborhood paths. PARC hosted three public engagements. During these three public engagement sessions, residents offered input and feedback in person and virtually to PARC and Lose Design.

Throughout the design phase of the project the Town completed debris removal and soil stabilization. The Town granted easements through the parks and ROW areas for utility installation and allowed home builders to cross Town properties for excavation and building purposes to help facilitate the rebuilding process, and to help residents move back into their homes as quickly as possible. During this time staff heard from residents along Cherokee Avenue, that the drainage swale along the west border of Sagamore was not draining well and was retaining water. As homebuilding continued it was also evident that the elevations and grading of the areas around Big and Little Sagamore were significantly different than conditions prior to re-building and that a detailed survey would need to be conducted for construction drawings to be completed.

The RFP for the project was posted in late March of 2024, and proposals were received from five qualified vendors in mid-April. After carful evaluation by staff, Goodland Construction Inc., was identified as the most qualified and responsive bidder for the project and this is the

recommendation from staff to the Town Board. Goodland bid the project with a bid price of $2,116,700.

PARK RE-BUILD PROJECTS:
This three-park re-building project includes significant earthwork and grading, installation of irrigation and electrical infrastructure and components, improved drainage, three new playgrounds with pour-in-place safety surfacing that meet current ADA and safety code, new park furniture, and new and updated landscape that reflects the Town's transition to more fire-wise design and drought-tolerant species.

Timeline for the project will be of utmost importance with work beginning directly following the approval of this agreement and completion and opening of park areas as soon as possible. To facilitate completion the contractor will be working Saturdays with a goal to open park areas in Big and Little Sagamore in late August, Children's park in late September and the remaining right-of-way areas in late October.

BUDGET IMPACT:
Cost to complete the project is $2,116,700. Funding includes a grant received from Great Outdoors Colorado (GOGO) for $660,000, Playground Improvement CIP budget in the amount of $160,000, insurance reimbursements of $140,000, and anticipated $300,000 FEMA reimbursements.

$140,000	**Insurance Reimbursement – Children's Park – Included in Town Budget**
$660,000	**GOCO Grant Funds**
$160,000	**Town Capital Improvement Budget (2023) – Playground Improvements**
$300,000	**FEMA Reimbursement**
$1,260,000	**Total Project Funding**
$120,640	**Balance on Playground**
$977,340	**Balance on Project will be funded from CIP Fund Reserves and General Fund Reserves.**

Town of Superior Project: Big Sagamore, Little Sagamore, Children's Park

Bid Form

Bid Items

Item Number	Item Description	Elite Industries	W.S. Reclamation	Integrated Site Services	Design Scape	Goodland
1	**Big Sagamore**	649,921.50	$722,346.10	626,394.35	606,024	597,819.25
2	**Little Sagamore**	482,446	$576,691.05	506,535.30	517,982	487,955.15
3	**Children's**	582,796.75	$619,290.20	576,626.56	579,040	529,558.60
4	**Sagamore Right of Way**	516,234.70	$964,474.90	576,261	510,864	501,367.50
5						
	TOTAL	$2,231,398.95	$2,882,802.25	$2,285,814.37	$2,213,910.00	$2,116,700.50

RECOMMENDED ACTION: Staff recommends approval of the contract with Goodland Construction, Inc. for the Big Sagamore Park, Little Sagamore Park and Children's Park Projects in the amount of $2,116,700.

MOTION:
Move to adopt a Resolution approving a Contract with Goodland Construction, INC. for the re-building of Big Sagamore Park, Little Sagamore Park and Children's Park in the amount of $2,116,700.

ATTACHEMENTS

- Resolution
- Contract
- Design Schematics
- Project Schedule

TOWN OF SUPERIOR
RESOLUTION NO. R-24
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE CONTRACT WITH GOODLAND CONSTRUCTION, INC. FOR THE BIG SAGAMORE, LITTLE SAGAMORE AND CHILDREN'S PARK PROJECTS

WHEREAS, in March 2024 the Town issued a Request for Proposal ("RFP") for the reconstruction of Big Sagamore Park, Little Sagamore Park and Children's Park (the "Project");

WHEREAS, the Town applied for and received grant funding from Great Outdoors Colorado to assist with funding the project;

WHEREAS, Denver Botanical Gardens and Northern Water partnered with the Town to provide expertise and recommendations for plant species selection;

WHEREAS, the Town submitted reimbursement request to the Federal Emergency Management Agency to assist with the funding of the Project; and

WHEREAS, Town Staff reviewed and evaluated five firms that submitted proposals for the Project and recommended Goodland Construction, Inc. as the most responsive and qualified firm.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Contract between the Town and Goodland Construction, Inc. is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 13th day of May, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACT DOCUMENTS

For the construction of

Superior Parks: Children's Park, Big Sagamore Park, & Little Sagamore Park

5/1/2024

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CONTRACT DOCUMENTS

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O. CONSTRUCTION DRAWINGS O-1

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of May, 2024 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado municipal corporation (the "Town"), and Goodland Construction, Inc., an independent contractor with a principal place of business at 760 Nile Street, Golden, CO 80401 ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

> Provide all labor, services, material, and other work necessary for the construction of Children's Park, Big Sagamore Park, Little Sagamore Park, and Sagamore Right-of-Way.

2. Bonds. Within 10 days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by October 31, 2024, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 30 days of the date of Substantial Completion.

4. Compensation. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $2,116,700.50. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

6. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

7. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

8. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Contract.

10. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Jordan Hayes
Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

Contractor: Matt Worland
Goodland Construction Inc.
760 Nile Street
Golden, CO 80401

11. Severability. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

12. Modification. This Contract may only be modified upon written agreement of the Parties.

13. Assignment. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.

14. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

15. Rights and Remedies. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

16. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

17. Federal Provisions.

A. *General.* The Parties acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 for projects funded in whole or in part by federal funds and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*) for projects resulting from Declared Presidential Disasters.

B. *Equal Employment Opportunity.*

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include without limitation the following: 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. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with this section, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor shall include these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. *Davis-Bacon Act and the Copeland "Anti-Kickback" Act.* Contractor shall comply with 40 U.S.C. § 3141-3144 and 40 U.S.C. § 3146-3148, as supplemented by 29 C.F.R. Part 5, set forth below.

1. Minimum Wages.

a. All laborers and mechanics 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 C.F.R. Part 3)), the full amount of 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 regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under § 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. 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 payroll records accurately set forth the time spent in each classification in which work is

performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and subcontractors at the work site in a prominent and accessible place where it can be easily seen by workers.

b. Contractor shall 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 this Agreement shall be classified in conformance with the wage determination. Contractor shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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.

c. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Contractor to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Contractor, or notify Contractor that additional time is necessary.

2. If Contractor and the laborers or mechanics to be employed in the classification or their representatives do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Contractor shall refer the questions, including the views of all interested parties and the recommendation of Contractor, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise Contractor or will notify Contractor that additional time is necessary.

3. The wage rate (including fringe benefits where appropriate) determined pursuant to this Section shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

4. 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, Contractor shall either pay the benefit as stated in the wage determination or shall pay another *bona fide* fringe benefit or an hourly cash equivalent thereof.

5. If Contractor does not make payments to a trustee or other third person, 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 that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

6. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this Agreement or any other federal contract with Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, the Town may, after written notice to Contractor, sponsor, applicant, or owner, 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.

7. Payrolls and basic records.

a. Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 § 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) 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 § 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that 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. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. Submittals.

i. Contractor shall submit weekly for each week in which any work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include

an individually identifying number for each employee. The required weekly payroll information may be submitted in any form desired. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall submit them to the Town for transmission to the federal funding agency, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to the sponsoring government agency or the applicant, sponsor, or owner.

ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the Agreement, certifying the following: that the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of 29 C.F.R. Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete; that each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement 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 Regulations, 29 C.F.R. part 3; and that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

iv. The falsification of any of the above certifications may subject Contractor or any subcontractor to civil or criminal prosecution under 31 U.S.C. § 231.

c. Contractor or subcontractor shall make the records required by this section on available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, 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 may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

8. Apprentices and trainees.

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

9. Contractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

10. A breach of the clauses in 29 C.F.R. 5.5 may be grounds for termination of this Agreement, and for debarment as provided in 29 C.F.R. 5.12.

11. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

12. Disputes concerning the labor standards provisions of this Agreement, including disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives, shall be resolved in accordance with 29 C.F.R. parts 5, 6, and 7.

13. Certification of eligibility.

a. Contractor certifies that neither it nor any person or firm who has an interest in Contractor is a person or firm ineligible to be awarded government contracts by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

b. No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

D. *Contract Work Hours and Safety Standards Act.* Contractor shall comply with the following:

1. Neither Contractor nor any subcontractor employing laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. In the event of any violation of the clause set forth in subsection (1) hereof, Contractor and any subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) hereof, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of required overtime wages required.

3. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.

4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this Section.

5. The requirements of 40 U.S.C. § 3704 apply. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. *Rights to Inventions Made.* If the federal award providing funding for this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is between the Town and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Parties shall comply with and be bound by 37 C.F.R. Part 401 and any implementing regulations issued by the awarding agency.

F. *Clean Air Act and Clean Water Act.* Contractor shall comply with the Clean Water Act and shall report each violation to the Town, and understands and agrees that the Town will, in

turn, report each violation as required to assure notification to the State of Colorado, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office, and shall require all subcontractors to these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award. Contractor shall comply with the Federal Water Pollution Control Act and shall report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award.

G. *Energy Efficiency*. Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), and shall include this clause in each third-party subcontract financed in whole or in part with federal assistance.

H. *Debarment and Suspension*.

1. Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.

2. If the Agreement is for $25,000 or more:

a. Contractor verifies that neither Contractor nor its principals (defined at 2 C.F.R. §180.995) or affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935);

b. Contractor shall comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction;

c. This certification is a material representation of fact relied upon by the Town, and if it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the State of Colorado and the Town, the Federal Government may pursue available remedies, including without limitation suspension and debarment.

3. Throughout this Agreement, Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C. Contractor agrees to include a provision requiring such compliance in its lower tiered covered transactions.

I. *Byrd Anti-Lobbying Amendment*. Contractors who apply or bid for an award of $100,000 or more shall file the required certification set forth in the Certification Regarding Lobbying for the specific funding source. Each tier certifies to the tier above that it will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

J. *Procurement of Recovered Materials*. In the performance of this Agreement, where the purchase price of a product exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf.

K. *Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms*. If subcontracts are to be let, Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. *Federal Law, Regulations, and Executive Orders.* Contractor acknowledges that funding under this Agreement may include federal, state, and local money, and that financial assistance from federal agencies will be used to fund specific projects under this Agreement only. For those projects, Contractor agrees to comply with all applicable law, rule, regulation, executive order, policies of the applicable federal funding agency, procedure, and directives.

M. *No Obligation by Federal Government.* The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

N. *Program Fraud and False or Fraudulent Statements or Related Acts*. Contractor acknowledges that 31 U.S.C. § 38 applies to this Agreement.

O. *Department of Homeland Security Seal, Logo, and Flags*. Contractor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

P. *Housing and Community Development Act*.

1. The work to be performed under this Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u (Section 3). The Parties agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. The Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

2. Contractor agrees to send to each labor organization or representative or workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

3. Contractor shall include the Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Contractor shall not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

4. Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 C.F.R. Part 135.

5. Noncompliance with 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

6. With respect to work performed in connection with Section 3 covered Indian housing assistance, § 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C § 450e) applies to the work to be performed under this Agreement and requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties that are subject to the provisions of Section 3 and § 7(b) agree to comply with Section 3 to the maximum extent feasible, but in derogation of compliance with § 7(b).

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Superior shall rely on the information provided.

This information is provided for the Town of Superior, Work No. _____.

By: _____

Title: _____

Agency: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

NOTICE OF AWARD

Date: May 1, 2024

Contractor Name
Goodland Construction, Inc.
Address
760 Nile St

Golden, CO 80401

RE: Superior Parks Rebuild

Dear Mr.Worland:

Thank you for submitting a Bid for the Superior Parks Rebuild Project.

Your firm submitted the most qualified Bid and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the Superior Parks Rebuild Project.

Enclosed please find an original and duplicate original Construction Contract. Please review and sign both, then, within 10 days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bond, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at 303-499-3675 ext. 178.

Sincerely,

Jordan Hayes, Project Manager

NOTICE TO PROCEED

Date: _____

_____
Contractor Name

_____
Address

_____

_____

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Superior concerning the _____.

Please note that in accordance with the Construction Contract, Work must commence within ten days of the date of this Notice, and all Work must be substantially completed within _____ (_____) days of the date of this Notice, which shall be the ___ day of _____, 20__, and finally completed within _____ days of the date of this Notice, which shall be the ___ day of _____, 20_.

If you have any questions, please call me at _____.

Sincerely,

_____
_____, Project Manager

_____
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS

THAT Goodland Construction, Inc., 760 Nile Street, *, as PRINCIPAL, and Hartford Fire Insurance Company, a CT Corp. as SURETY, are held and firmly bound unto the Town of Superior, Colorado, hereinafter called OWNER, as Obligee, in the penal sum of Five Percent of Total Amount Bid dollars ($ --5%--), for the payment of which sum in lawful money of the United States, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Golden, Colorado 80401, a CO Corp.

WHEREAS, the PRINCIPAL has submitted a Bid to OWNER for certain Work or services generally described as follows: Superior Parks: Children's Park, Big Sagamore Park, & Little Sagamore Park, Superior, Colorado; Work No.: PROS-2024-04

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the PRINCIPAL is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and shall provide to OWNER a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform the Contract created by the acceptance of said Bid, or (c) in the event of the failure of the PRINCIPAL to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the PRINCIPAL shall pay to OWNER the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the OWNER may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY hereunder shall be in no way impaired or affected by any alteration or irregularities in the bid or in the bidding procedure or by any extension of time within which OWNER may accept such Bid, and does hereby waive notice of same.

Dated this 11th day of April, 2024.

Hartford Fire Insurance Company	Goodland Construction, Inc.
(SURETY)	(PRINCIPAL)
By: Ashlea McCaughey	By:
Title: Ashlea McCaughey, Attorney-in-Fact	Title: PRESIDENT

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED)
CORPORATE SEAL MUST BE AFFIXED IF PRINCIPAL IS A CORPORATION.

IMA
1705 17th Street, Suite 100
Denver, CO 80202
(303) 534-4567

PAYMENT AND PERFORMANCE BOND

Bond No._____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_____

(Address)_____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Superior, Colorado, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____,20____, a copy of which is hereto attached and made a part hereof for the performance of the Work, _____.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

By: _____

Title: _____

PRINCIPAL

By :_____

Title: _____

Address: _____

_____

(Corporate Seal)

SURETY

ATTEST:

By: _____

Attorney-in-Fact: _____

Surety: _____

By: _____

Title: _____

Address: _____

_____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

CERTIFICATE OF FINAL PAYMENT

With reference to Contract Number _____ dated _____, 20__, between the undersigned Contractor and the Town of Superior, for: _____ at Superior, Colorado

The undersigned hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

The undersigned further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's Work under the Contract.

In consideration of _____ dollars ($_____) representing final payment under the Contract, the undersigned hereby releases and discharges the Owner and Owner's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned agrees to indemnify and hold harmless Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims against Owner which may be asserted by the undersigned or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of the undersigned.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____, 20__.

_____
Contractor

CERTIFICATE OF FINAL ACCEPTANCE

Date: _____

TO: _____ Project No.: _____

Project Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory. Therefore, the Work is considered to be complete in accordance with the approved plans, specifications and contract documents.

In accordance with the Contract, all Warranty periods shall begin as of the date of this letter.

TOWN OF SUPERIOR

By: _____

Title: _____

GENERAL PROVISIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

A. Bid Form (Including Bid Summary);
B. Bid Schedule;
C. Bidder's Qualification Statement;
D. Construction Contract;
E. General Provisions
F. Special Provisions;
G. Technical Specifications;
H. Construction Drawings;
I. Certificate of Insurance Verification;
J. Notice of Award;
K. Notice to Proceed;
L. Bid Bond;
M. Payment and Performance Bond;
N. Certificate of Final Payment;
O. Final Acceptance Form;
P. Documentation submitted by Contractor prior to Notice of Award; and
Q. Addenda 1 through 4.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 TOWN:

The Town of Superior, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 4 of the Construction Contract.

1.06 CONTRACT TIME:

The time for completion of the Work as set forth in Paragraph 3 of the Construction Contract.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Work.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or on behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Superior Board of Trustees shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

2.04 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are two days when the snowfall exceeds the average snowfall for that day by 100%, those two days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are five days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.05 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq*.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Superior Sales Tax, for purchases within the Town, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for the sales tax exemption.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon thirty days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act,

omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

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

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional

insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Contract.

6.04 PERFORMANCE AND PAYMENT BOND:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until two years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within 30 days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 95% of the Work actually completed. Completed Work shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Contractor should submit 4 separate pay apps each month: one per park (3) plus the Right of Way (1)

7.02 FINAL PAYMENT:

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to C.R.S. § 38-26-107.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed

after the Final Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
$0-$50,000	$350
$50,000-$100,000	$380
$100,000-$250,000	$440
$250,000-$500,000	$520
$500,000-$1,000,000	$640
$1,000,000-$2,000,000	$820
$2,000,000-$4,000,000	$1,080
$4,000,000-$8,000,000	$1,450
$8,000,000-$12,000,000	$1,820
$12,000,000 or greater	$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Superior Board of Trustees. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Superior Board of Trustees.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds 10% of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Bid Schedule or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, date, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from

releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

SPECIAL PROVISIONS

1. General.

   A. All labor, services, material, and other work necessary for the construction of Children's Park, Big Sagamore Park, and Little Sagamore Parks shall be provided by Contractor. Contractor's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion.

   B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

   C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

   A. Contractor shall ensure that the Work is in compliance with the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

   B. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. Representatives. Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

4. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. Engineer. The Engineer for this Work shall be the Town Engineer.

6. Inspections and Testing.

   A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town electronic copies thereof on a biweekly basis.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

9. Progress Reports.

A. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each 2-week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

(1) The construction schedules;

(2) A detailed estimate of partial payments for the Work;

(3) The traffic control plan;

(4) A detailed plan showing site access and staging areas; and

(5) A subcontractor submittal, including names and contact phone numbers.

11. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least 48 hours prior to beginning

excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

15. Construction Staging Areas. All construction staging areas shall be located within the work site or otherwise coordinated with the Town. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

16. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

19. Traffic Control.

A. Contractor shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.

B. At the Pre-construction Conference, Contractor shall submit an electronic copy of a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It is anticipated that a large number of employees will use automobiles for transportation to and from the work site. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

20. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

21. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface

and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

24. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area. .

26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

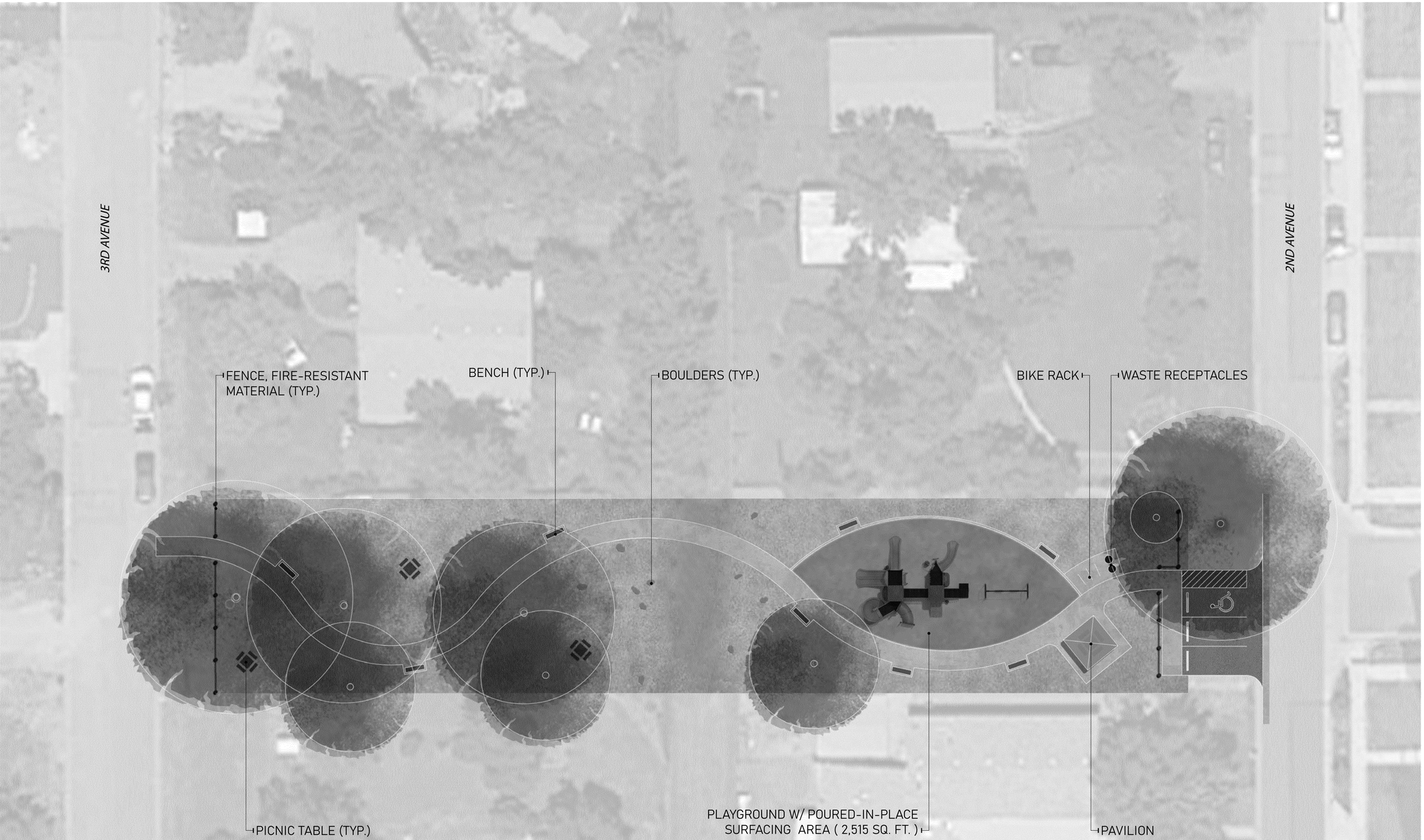
27. Playground Equipment Installation. Contractor shall acquire a subcontract with Rocky Mountain Recreation to install the Town-owned playground equipment designed and purchased for this project. Contact Evan Baer and Caroline Owen for pricing and information: evan@rmrec.com 303-783-1452 ; caroline@rmrec.com

TECHNICAL SPECIFICATIONS

[Insert Technical Specifications]

CONSTRUCTION DRAWINGS

[Insert Construction Drawings



CHILDREN'S PARK

SCHEMATIC DESIGN

DESIGN NARRATIVE

While Children's Park welcomes all visitors, its design places particular focus on younger children. This is primarily exhibited in the playground design but is also demonstrated in the incorporation of smaller picnic tables and climbing boulders.

Development is focused on the eastern half (e.g., playground, pavilion, parking) while leaving the western portion relatively untouched for unprogrammed activities.

MATERIAL SELECTION

All materials (e.g., furnishings, vegetation) maintain a focus on fire resistance and general durability for public use. As the park is meant for families and children, their specification also considers elements of safety.

LOSE DESIGN
SPACES FOR LIFE.

Town of Superior

W E S

SCALE: 1" = 20'

0 20 40 60

BIG SAGAMORE PARK

SCHEMATIC DESIGN



DESIGN NARRATIVE

Big Sagamore Park's design focuses on providing a fundamental green space for the neighborhood. While it offers active design elements (e.g. a playground and paved seating area for small planned gatherings), it strives to maintain a light touch that still allows unprogrammed activity to occur. Indeed, Big Sagamore Park offers a space for neighbors with limited backyards to gather and play.

Planting beds have been incorporated to provide aesthetic interest, but they have been located along pathways (not adjacent homeowner parcels). Seating (particularly picnic tables) has been included sparingly to allow green space to be maintained.

Lastly, the beginnings of a trail has been introduced to provide access to seating for western mountain views. The alignment of this trail also maintains potential to integrate into a longer trail that extends to the north and sourth.

MATERIAL SELECTION

All materials (e.g., furnishings, vegetation) maintain a focus on fire resistance and general durability for public use. As the park is meant for families and children, their specification also considers elements of safety.

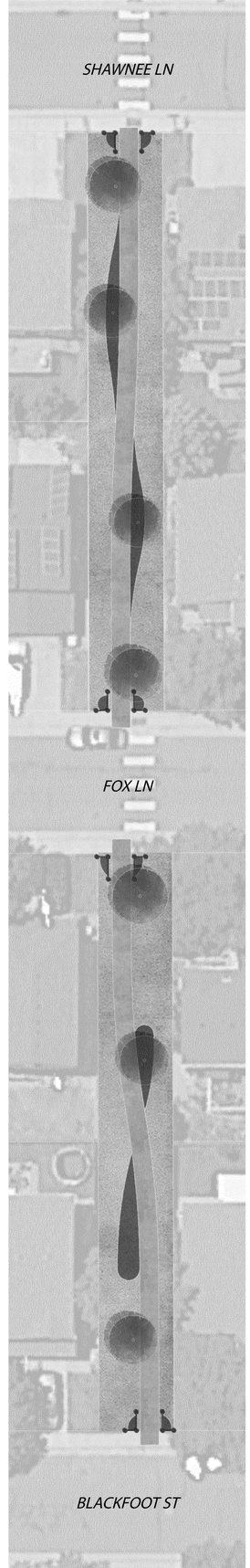
LOSE DESIGN
SPACES FOR LIFE.

Town of Superior

SCALE: 1" = 25'

0 25 50 75





LITTLE SAGAMORE PARK

SCHEMATIC DESIGN

DESIGN NARRATIVE

Little Sagamore Park's design focuses on providing a fundamental green space for the neighborhood. While it offers active design elements (e.g. a playground), it strives to maintain a light touch that still allows unprogrammed activity to occurl; this is particularly emphasized in the open turf area that comprises the northern portion of the park. Indeed, Little Sagamore Park offers a space for neighbors with limited backyards to gather and play.

Planting beds have been incorporated to provide aesthetic interest, but they have been located along pathways (not adjacent homeowner parcels). Seating (particularly picnic tables) has been included sparingly to allow green space to be maintained.

Lastly, given the spatial limitations of the linear spaces that extend east of the main park parcel and their proximity to adjacent neighbors, these areas have been design more for transition rather than gathering. This includes a central pathway and limited seating as well as a focus on xeriscape.

MATERIAL SELECTION

All materials (e.g., furnishings, vegetation) maintain a focus on fire resistance and general durability for public use. As the park is meant for families and children, their specification also considers elements of safety.

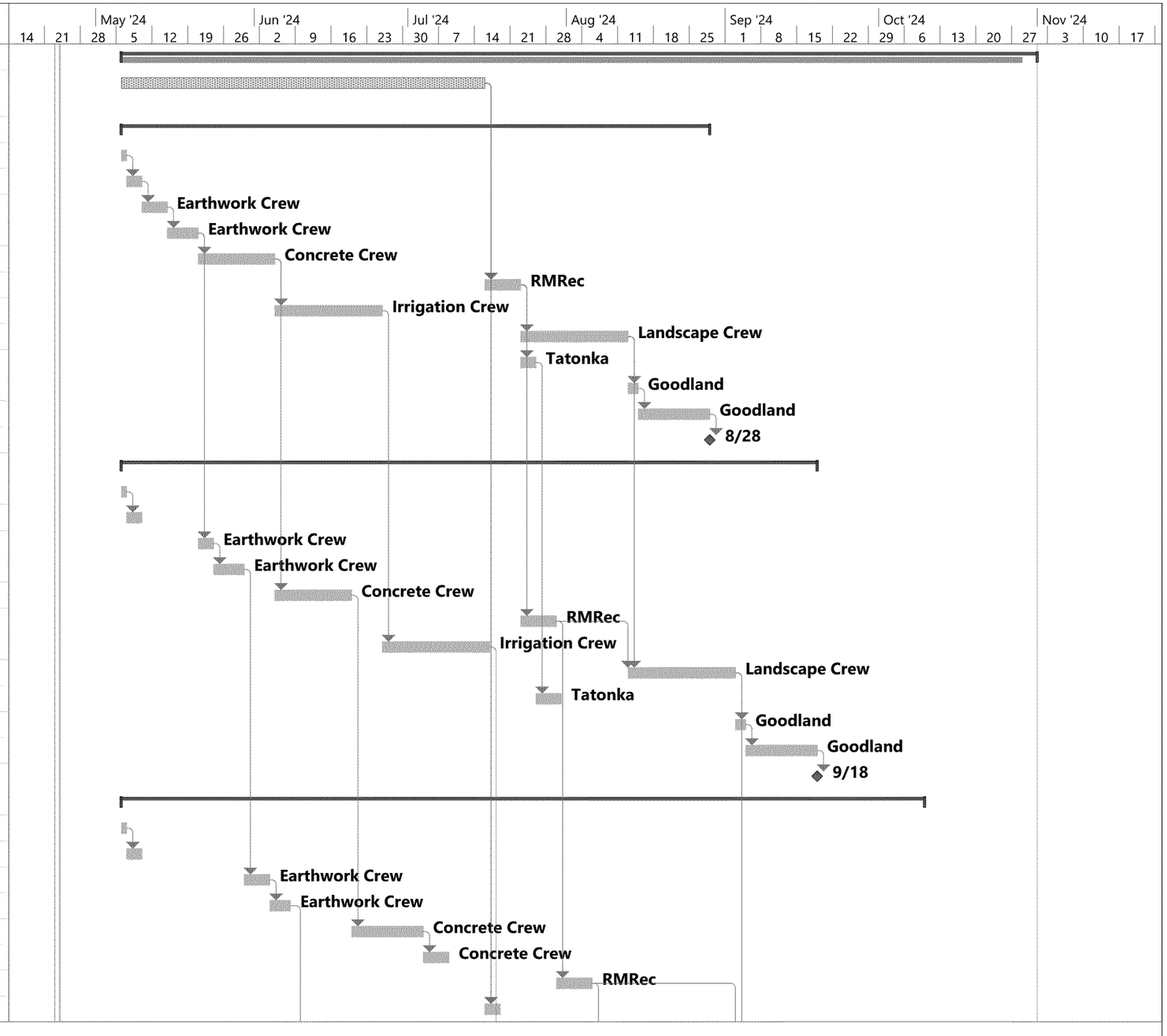
LOSE DESIGN
SPACES FOR LIFE.

Town of Superior

SCALE: 1" = 15'

0 15 30 45

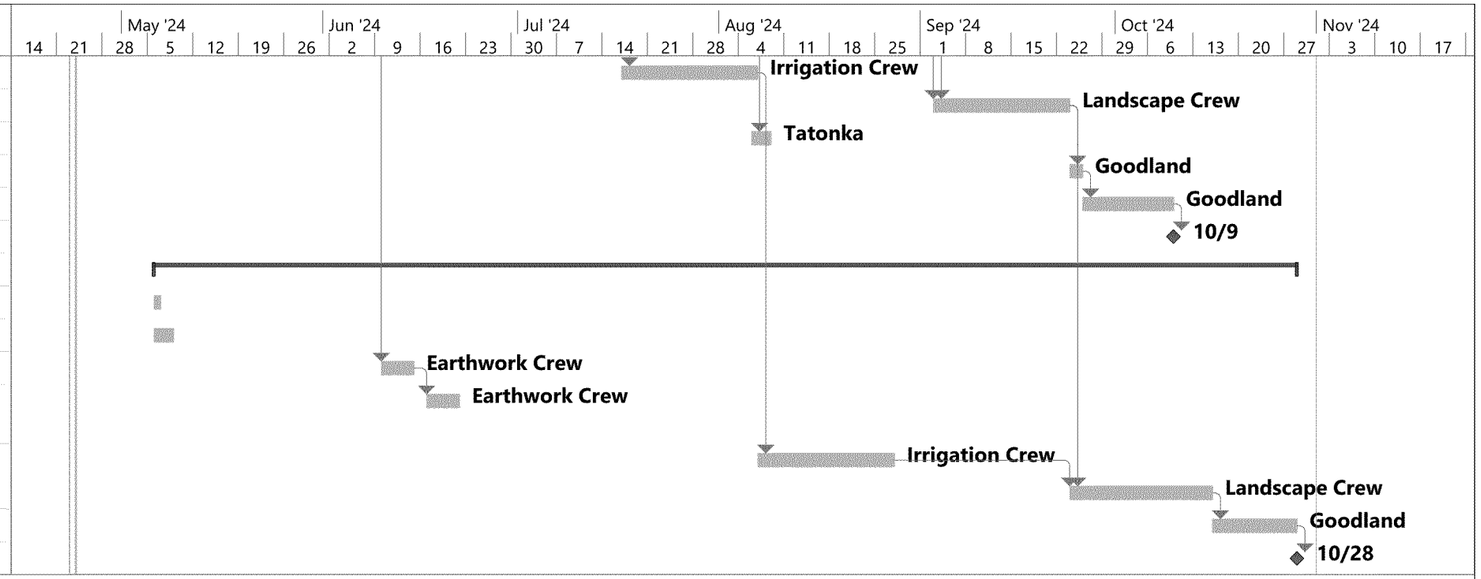
ID	Task Mode	Task Name	Duration	Start	Finish
1		**Superior Parks**	**129 days?**	**Mon 5/6/24**	**Thu 10/31/24**
2		Playground/ Shelter Lead Time	51 days	Mon 5/6/24	Mon 7/15/24
3		**Big Sagamore Park**	**83 days**	**Mon 5/6/24**	**Wed 8/28/24**
4		Mobilization	1 day	Mon 5/6/24	Mon 5/6/24
5		Erosion Control	3 days	Tue 5/7/24	Thu 5/9/24
6		Removals	3 days	Fri 5/10/24	Tue 5/14/24
7		Earthwork	4 days	Wed 5/15/24	Mon 5/20/24
8		Concrete Sidewalks	11 days	Tue 5/21/24	Tue 6/4/24
9		Playground Install	5 days	Tue 7/16/24	Mon 7/22/24
10		Irrigation	15 days	Wed 6/5/24	Tue 6/25/24
11		Landscape	15 days	Tue 7/23/24	Mon 8/12/24
12		Poured-in-place	3 days	Tue 7/23/24	Thu 7/25/24
13		Site Furnishings	2 days	Tue 8/13/24	Wed 8/14/24
14		Cleanup/ Punchlist	10 days	Thu 8/15/24	Wed 8/28/24
15		Completion	0 days	Wed 8/28/24	Wed 8/28/24
16		**Little Sagamore Park**	**98 days**	**Mon 5/6/24**	**Wed 9/18/24**
17		Mobilization	1 day	Mon 5/6/24	Mon 5/6/24
18		Erosion Control	3 days	Tue 5/7/24	Thu 5/9/24
19		Removals	3 days	Tue 5/21/24	Thu 5/23/24
20		Earthwork	4 days	Fri 5/24/24	Wed 5/29/24
21		Concrete Sidewalks	11 days	Wed 6/5/24	Wed 6/19/24
22		Playground Install	5 days	Tue 7/23/24	Mon 7/29/24
23		Irrigation	15 days	Wed 6/26/24	Tue 7/16/24
24		Landscape	15 days	Tue 8/13/24	Mon 9/2/24
25		Poured-in-place	3 days	Fri 7/26/24	Tue 7/30/24
26		Site Furnishings	2 days	Tue 9/3/24	Wed 9/4/24
27		Cleanup/ Punchlist	10 days	Thu 9/5/24	Wed 9/18/24
28		Completion	0 days	Wed 9/18/24	Wed 9/18/24
29		**Children's Park**	**113 days**	**Mon 5/6/24**	**Wed 10/9/24**
30		Mobilization	1 day	Mon 5/6/24	Mon 5/6/24
31		Erosion Control	3 days	Tue 5/7/24	Thu 5/9/24
32		Removals	3 days	Thu 5/30/24	Mon 6/3/24
33		Earthwork	4 days	Tue 6/4/24	Fri 6/7/24
34		Concrete Sidewalks	10 days	Thu 6/20/24	Wed 7/3/24
35		Shelter Plaza	3 days	Thu 7/4/24	Mon 7/8/24
36		Playground Install	5 days	Tue 7/30/24	Mon 8/5/24
37		Shelter Install	3 days	Tue 7/16/24	Thu 7/18/24



Project: Superior Parks - Prelim
Date: Wed 4/24/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

ID	Task Mode	Task Name	Duration	Start	Finish
38		Irrigation	15 days	Wed 7/17/24	Tue 8/6/24
39		Landscape	15 days	Tue 9/3/24	Mon 9/23/24
40		Poured-in-place	3 days	Tue 8/6/24	Thu 8/8/24
41		Site Furnishings	2 days	Tue 9/24/24	Wed 9/25/24
42		Cleanup/ Punchlist	10 days	Thu 9/26/24	Wed 10/9/24
43		Completion	0 days	Wed 10/9/24	Wed 10/9/24
44		**Sagamore Right of Way**	**126 days**	**Mon 5/6/24**	**Mon 10/28/24**
45		Mobilization	1 day	Mon 5/6/24	Mon 5/6/24
46		Erosion Control	3 days	Mon 5/6/24	Wed 5/8/24
47		Earthwork	5 days	Mon 6/10/24	Fri 6/14/24
48		Emergency Access Pavement	5 days	Mon 6/17/24	Fri 6/21/24
49		Irrigation	15 days	Wed 8/7/24	Tue 8/27/24
50		Landscape	16 days	Tue 9/24/24	Tue 10/15/24
51		Cleanup/Punchlist	9 days	Wed 10/16/24	Mon 10/28/24
52		Completion	0 days	Mon 10/28/24	Mon 10/28/24



Project: Superior Parks - Prelim
Date: Wed 4/24/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

ITEM NO. 6

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Public Hearing -- Ordinance — Adopting 2020 Model Traffic Code**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Matt Magley, Town Manager**
Dave Salaman, Sgt. Boulder County Sheriff's Office

PRESENTED FOR: **Action - Second Reading**

BACKGROUND:
The Colorado Department of Transportation has significantly revised the Model Traffic Code (MTC). The MTC is a uniform codification of traffic laws including specifications for vehicular equipment and definitions of traffic violations. Nearly all of the Town's traffic cases in Municipal Court are cited from and based on the MTC. The Town adopted the previous version of the MTC in 2010 and 2003.

While the 2020 MTC does not contain a matrix of specific changes from the previous version, a review indicates that there are many. Most of these changes are in the form, rather than substance of the MTC. Rather than amending the current MTC by referencing each change, Colorado law allows local governments to adopt an entire code, so long as the title of the code is included in the title of the adopting ordinance.

The Town Attorney and Sgt. Salaman have reviewed the 2020 MTC and are in favor of the Town adopting the most current version. From a legal perspective, the most current version will also be the most likely edition in use by other localities, therefore providing uniformity of judicial interpretation, and also provides an updated uniform codification of traffic laws.

RECOMMENDED ACTION:
Approval of the Ordinance.

MOTION:
Move to approve an Ordinance of the Board of Trustees of the Town of Superior adopting by reference the 2020 Edition of the Model Traffic Code.

ATTACHMENTS:
- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-5
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR FOR THE REGULATION OF TRAFFIC BY THE TOWN OF SUPERIOR ADOPTING BY REFERENCE THE 2020 MODEL TRAFFIC CODE AND PROVIDING PENALTIES AND VIOLATIONS THEREOF

WHEREAS, the Town previously adopted the 2010 edition of the Model Traffic Code, with amendments;

WHEREAS, the Board of Trustees now desires to adopt the 2020 edition of the Model Traffic Code, with amendments; and

WHEREAS, this Ordinance was properly noticed in a newspaper of general circulation prior to adoption on April 28, 2024, and May 5, 2024.

NOW BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. Section 8-1-10 of the Superior Municipal Code is hereby repealed and replaced in its entirety and reenacted as follows:

Sec. 8-1-10. Adoption.

Pursuant to Parts 1 and 2 of Article 16 of Title 31 and Part 4 of Article 15 of Title 30, C.R.S., there is hereby adopted by reference the 2020 edition of the Model Traffic Code promulgated and published by the Colorado Department of Transportation, Traffic Engineering and Safety Branch, 2829 W. Howard Place, Denver, CO 80204, as modified in Section 8-1-20. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Article is to provide a system of traffic regulations consistent with State law and generally conforming to similar regulations throughout the State and the nation. Three (3) copies of the Model Traffic Code adopted herein shall be filed in the office of the Town Clerk and may be inspected during regular business hours.

Section 2. Section 8-1-20 of the Superior Municipal Code is hereby repealed and replaced in its entirety and reenacted as follows:

Sec. 8-1-20. Modifications.

The Town makes the following deletions, additions and modifications to the 2020 edition of the Model Traffic Code:

(1) Section 110(2) is modified to read as follows: "The Town municipal court shall have jurisdiction over violations of traffic regulations enacted or adopted by the Town Board of Trustees."

(2) The Model Traffic Code is amended by the addition of a new Section 202.5 to read as follows:

Section 202.5 - Visual Display of License Plates

(1) The owner shall attach the number plates assigned to a self-propelled vehicle, other than a motorcycle or street rod vehicle, to the vehicle with one in the front and the other in the rear. The owner shall attach the number plate assigned to a motorcycle, street rod vehicle, trailer, semitrailer, other vehicle drawn by a motor vehicle, or special mobile machinery to the rear of the vehicle. The owner shall display number plates during the current registration year, except as otherwise provided in Article 3 of Title 42, C.R.S.

(a) If the department issues a validating tab or sticker to a motor vehicle pursuant to section 42-3-201, the current month validating tab or sticker shall be displayed in the bottom left corner of the rear license plate. The current year validating tab or sticker shall be displayed in the bottom right corner of the rear license plate. The tabs or stickers shall be visible at all times.

(2) The owner or driver of a motor vehicle shall securely fasten the license plate to the vehicle to which it is assigned so as to prevent the plate from swinging.

(a) Except when authorized by Article 3 of Title 42, C.R.S., or rule of the department, the rear license plate must be:

(I) Horizontal at a height not less than twelve (12) inches from the ground, measuring from the bottom of the plate;

(II) In a place and position to be clearly visible;

(III) Maintained free from foreign materials and clearly legible;

(IV) At the approximate center of the vehicle measured horizontally; and

(V) Mounted on or within eighteen (18) inches of the rear bumper.

(b) Except when authorized by Article 3 of Title 42, C.R.S, the front license plate must be:

(I) Displayed horizontally on the front of a motor vehicle in the location designated by the motor vehicle manufacturer;

(II) Maintained free from foreign materials; and

(III) Clearly legible.

(3) A person shall not operate a motor vehicle with an affixed device or a substance that causes all or a portion of a license plate to be unreadable by a system used to automatically identify a motor vehicle. Such a device includes, without limitation, a cover that distorts angular visibility; alters the color of the plate; or is smoked, tinted, scratched, or dirty so as to impair the legibility of the license plate.

(3) In Section 223(1), all references to "section 235(1)(a)" are modified to read "section 42-4-235(1)(a), C.R.S."

(4) In Section 225(1.5), the reference to "section 235(1)(a)" is modified to read "section 42-4-235(1)(a), C.R.S."

(5) In Section 225(3), the reference to "section 205(5.5)(a)" is modified to read "section 43-4-205(5.5)(a), C.R.S."

(6) In Section 228(5)(c)(III), the reference to "section 235(1)(a)" is modified to read "section 42-4-235(1)(a), C.R.S."

(7) In Section 237(3)(g), the reference to "section 235(1)(a)" is modified to read "section 42-4-235(1)(a), C.R.S."

(8) In Section 239(5) all references to "section 42-4-1701(3)" are modified to read "section 42-4-1701(3), C.R.S."

(9) In Section 509(2)(b), the reference to "section 102(32)" is modified to read "section 42-1-102(32), C.R.S."

(10) In Section 613, the reference to "Code 4" is modified to read "Article 4."

(11) Section 614(1)(a) is modified to read as follows: "If maintenance, repair or construction activities are occurring or will occur within four (4) hours on a portion of a State highway, the Department of Transportation may designate such portion of the highway as a highway maintenance, repair or construction zone. Any person who commits the equivalent to certain State violations listed in section 42-4-1701(4), C.R.S., in a maintenance, repair or construction zone that is designated

pursuant to this section is subject to the increased penalties and surcharges imposed by section 42-4-1701(4)(c), C.R.S."

(12) Section 614(1)(b) is modified to read as follows: "If maintenance, repair or construction activities are occurring or will occur within four (4) hours on a portion of a roadway that is not a State highway, the public entity conducting the activities may designate such portion of the roadway as a maintenance, repair or construction zone. A person who commits the equivalent to certain State violations listed in section 42-4-1701(4), C.R.S., in a maintenance, repair, or construction zone that is designated pursuant to this section is subject to the increased penalties and surcharges imposed by section 42-4-1701(4)(c), C.R.S."

(13) In Section 615(1), the reference to "section 1701(4)(d)" is modified to read "section 42-4-1701(4)(d), C.R.S."

(14) In Section 805(5), the reference to "section 111" is modified to read "section 42-4-111, C.R.S." and the reference to "section 111(2)" is modified to read "section 42-4-111(2), C.R.S."

(15) Section 1010(3) is modified to read as follows: "Local authorities may by ordinance consistent with the provisions of section 43-2-135(1)(g), C.R.S, with respect to any controlled-access highway under their respective jurisdictions, prohibit the use of any such highway by any class or kind of traffic which is found to be incompatible with the normal and safe movement of traffic. After adopting such prohibitory regulations, local authorities or their designees shall install official traffic control devices in conformity with the standards established by sections 601 and 602 at entrance points or along the highway on which such regulations are applicable. When such devices are so in place, giving notice thereof, no person shall disobey the restrictions made known by such devices."

(16) Section 1012(2.5)(c) is modified to read as follows: "Local authorities, with respect to streets and highways under their respective jurisdictions, shall provide information via official traffic control devices to indicate that ILEVs and, subject to subparagraph (I) of paragraph (a) of this subsection (2.5), hybrid vehicles may be operated upon high occupancy vehicle lanes pursuant to this section. Such information may, but need not, be added to existing printed signs, but as existing printed signs related to high occupancy vehicle lane use are replaced or new ones are erected, such information shall be added. In addition, whenever existing electronic signs are capable of being reprogrammed to carry such information, they shall be so reprogrammed."

(17) In Section 1012(3)(b), the reference to "section 1701(4)(a)(I)(K)" is modified to read "section 42-4-1701(4)(a)(I)(K), C.R.S."

(18) Pursuant to Section 1101(7) of the Model Traffic Code, the Town adopts the following maximum lawful speed limits:

a. Residential districts not posted: twenty-five (25) miles per hour.

b. Nonresidential districts not posted: thirty-five (35) miles per hour.

c. The speed posted on standard signs erected by the Town.

d. Except when a special hazard exists that requires lower speed than set forth in this Section, the foregoing speed limits are reasonable and *prima facie* speed limits.

(19) Section 1105(7)(c) is modified to read as follows: "The failure of the owner of the immobilized motor vehicle to request removal of the immobilization device and pay the fee within fourteen (14) days after the end of the immobilization period ordered by the court or within the additional time granted by the court pursuant to paragraph (d) of this subsection (7), whichever is applicable, shall result in the motor vehicle being deemed an 'abandoned vehicle,' as defined in section 1802(1)(d) and section 42-4-2102(1)(d), C.R.S., and subject to the provisions of part 18 of this Code and part 21 of article 4 of Title 42, C.R.S., whichever is applicable. The law enforcement agency entitled to payment of the fee under this subsection (7) shall be eligible to recover the fee if the abandoned motor vehicle is sold, pursuant to section 1809(2)(b.5) or section 42-4-2108(2)(a.5), C.R.S."

(20) Section 1105(8)(b) is modified to read as follows: "No person may remove the immobilization device after the end of the immobilization period except the law enforcement agency that placed the immobilization device and that has been requested by the owner to remove the device and to which the owner has properly paid the fee required by subsection (7) of this section. Nothing in this subsection (8) shall be construed to prevent the removal of an immobilization device in order to comply with part 18 of this Code or part 21 of Article 4 of Title 42, C.R.S."

(21) In Section 1208, all references to "section 204(2)" are modified to read "section 42-3-204(2), C.R.S."; all references to "section 204(1)" are modified to read "section 42-3-204(1), C.R.S."; all references to "section 204(1)(b)" are modified to read "section 42-3-204(1)(b), C.R.S."; and all references to "section 204" are modified to read "section 42-3-204, C.R.S."

(22) In Section 1406(5)(b)(II), the reference to "section 1701(4)(a)(I)(N)" is modified to read "section 42-4-1701(a)(I)(N), C.R.S."

(23) In Section 1408(1), the reference to "Code 1" is modified to read "Article 1" and the reference to "Code 20" is modified to read "Article 20."

(24) In Section 1412, all references to "section 111" are modified to read "section 42-4-111, C.R.S."; and the reference to "Code 10" is modified to read "Article 10."

(25) Section 1701 is deleted in its entirety. Any references to section 1701 in the Model Traffic Code shall be modified to refer to section 8-1-80 of this Code unless otherwise specified herein.

(26) Section 1702(2) is modified to read as follows: "Violations of sections 238, 607(2)(a), 1402(2) and 1409 of this Code are class 1 traffic misdemeanors."

(27) Section 1702(3) is modified to read as follows: "Violations of sections 107, 233, 507, 508, 509, 510, 1105, 1401, 1402(1), 1407, 1412, 1413, 1704, 1716(2) and 1903(1)(a) of this Code are class 2 traffic misdemeanors."

(28) Section 1702(6) is modified to read as follows: "The Board of Trustees may adopt a fine and surcharge schedule for penalty assessment violations."

(29) In Section 1805, the reference to "part 1 of Code 6 of this title" is modified to read "part 1 of Article 6 of Title 42, C.R.S."

Section 3. Severability. If any Article, Section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 13th day of May, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

ITEM NO. 7

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Ordinance –- Amending Animal Protection Ordinances**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Matt Magley, Town Manager**
Dave Salaman, Sgt. Boulder County Sheriff's Office
Janee Boswell, Animal Protection Supervisor

PRESENTED FOR: **Action - Second Reading**

BACKGROUND:
Animal Protection Ordinances were reviewed by our Animal Protection Supervisor and recommends a few amendments. Boulder County Animal Protection Ordinances similarly went through the same review process. The changes are fairly minor but will assist Animal Protection to serve the community and protect the animals and community members better.

By removing the penalty section of the ordinance gives discretion to the Judge for fines. Most defendants pay before appearing. If they do appear or have mandatory court, the Judge follows the fines in the fine schedule plus court costs. The fine schedule is currently under review by the Judge. There have been several cases where the defendant had multiple dog at large citations. They were given a $500 fine and suspended $400 with the condition of no further violation for one year.

The Town Attorney, Animal Protection Supervisor Boswell and Sgt. Salaman have reviewed the proposed changes to the ordinances and are in favor of the Town adopting the changes.

RECOMMENDED ACTION:
Approval of the updated Ordinance.

MOTION:
Move to approve an Ordinance of the Board of Trustees of the Town of Superior updating the Town's Animal Protection Regulations.

ATTACHMENTS:

- Ordinances (Clean Copy & Redline)
- Current fine schedule (Below)

RABIES INOCULATION REQUIRED	SMC SEC. 7-2-20(a)	1st: $50
RABIES TAG REQUIRED	SMC SEC. 7-2-20(b)	1st: $50
BARKING DOGS OR OTHER DISTURBANCES	SMC SEC. 7-2-30	1st: $45 2nd: $80 3rd: Court Appearance Subsequent - mandatory (Ord 97-O-9)
*DOGS RUNNING AT LARGE; RESTRAINT AND CONTROL	SMC SEC. 7-2-40	Spayed pet/ non-spayed 1st: $45/$80* 2nd: $90/$160 3rd: Court Appearance Subsequent - CA & Maximum penalty
VICIOUS ANIMAL	SMC SEC. 7-2-50	Court Appearance
CONFINEMENT OF FEMALE DOGS IN HEAT	SMC SEC. 7-2-60	1st: $25 2nd: $50 3rd: Court Appearance Subsequent - CA & Maximum penalty
ANIMAL FECES	SMC SEC. 7-2-70	1st: $25 2nd: $50 3rd: Court Appearance Subsequent - CA & Maximum penalty

TOWN OF SUPERIOR
ORDINANCE NO. O-9
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR UPDATING THE TOWN'S ANIMAL PROTECTION REGULATIONS

WHEREAS, Chapter 7 of the Superior Municipal Code establishes the Town's animal protection regulations; and

WHEREAS, the Board of Trustees desires to update certain Sections of Chapter 7 with contemporary best practices for animal protection.

NOW BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. Section 7-2-10 of the Superior Municipal Code is hereby amended by the addition of the following new definition, to appear in alphabetical order:

Sec. 7-2-10. – Definitions.

For purposes of this Article, the following terms shall have the following meanings:

* * *

Vicious animal means an animal which at any place within the Town injures or causes bodily injury to a person or animal, charges to the end of its lead or leash in an attempt to attack, or otherwise demonstrates vicious propensities; provided, however, that no animal shall be deemed vicious solely by reason of having attacked or bitten:

a. An individual who attacked such animal or who engaged in conduct reasonably calculated to provoke such animal to attack or bite such individual or another individual;

b. An individual engaged in attacking or molesting another individual;

c. An individual engaged in the unlawful entry into or upon the fenced or enclosed portion of a premises upon which such animal is kept, or into or upon any automobile or other vehicle parked or stored in, upon such premises;

d. An animal engaged in the unauthorized entry into or upon the fenced or enclosed portion of the premises upon which the accused animal is kept; or

e. An individual engaged in the unlawful or unauthorized entry into any automobile or other vehicle in which such animal is kept or confined.

Section 2. Section 7-2-20 of the Superior Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 7-2-20. – Tags required.

(a) An identification tag or microchip identifying a dog is required on all dogs. The identification tag or microchip shall contain the name, current address, and current phone number for the dog owner.

(b) The owner of a dog, cat or ferret in the Town shall have such animal inoculated against rabies as required by Boulder County.

Section 3. Section 7-2-30 of the Superior Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 7-2-30. – Public disturbance by animals.

(a) It is unlawful for an individual owning or keeping an animal to fail to prevent such animal from disturbing the peace of any other person by loud, persistent and habitual barking, howling, yelping, mewing or making any other loud, persistent and habitual noise, whether the animal is on or off the owner's premises. *Persistent* in this Section means barking or noise that lasts for twenty (20) or more cumulative minutes in a one (1) hour period.

(b) No individual shall be charged with violating this Section unless a peace officer or code enforcement officer has issued a written warning to such individual within twelve (12) months preceding the first date alleged as a date of violation in the complaint. A warning issued under this Section may be personally delivered to the individual owning or keeping the animal, or sent via United States first-class mail.

(c) No individual shall be convicted of violating this Section unless two (2) or more witnesses testify to the loud, persistent and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness on this element.

(e) Provocation of the animal subject to the complaint is a defense to any complaint brought under this Section.

Section 4. Section 7-2-50(c) of the Superior Municipal Code is hereby amended to read as follows:

Sec. 7-2-50. – Vicious animal.

* * *

(c) It is unlawful for the owner of a vicious animal to fail to prevent such animal from attacking any person or animal or to willfully fail to prevent an animal from attempting to attack.

Section 5. Section 7-2-140(b) of the Superior Municipal Code is hereby repealed in its entirely and the Section renumbered accordingly.

Section 6. A new Section 11-4-40 is hereby added to the Superior Municipal Code to read as follows:

Sec. 11-4-40. – Animals in parks.

(a) An owner of an animal, as defined in Section 7-2-10 of this Code, shall not allow the animal in the following areas in parks or open space lands owned or controlled by the Town, except as specially permitted by the Town Manager:

(1) A lake, fountain, or pond;

(2) The playing field of sports facility enclosed by a wall or containing an artificial or manicured sports surface, including without limitation tennis courts, basketball courts, and pickleball courts; and

(3) Any other area where animals are prohibited by signage.

(b) Violations of this Section shall be subject to the penalties set forth in Section 1-3-20 and Section 7-2-140 of this Code.

Section 7. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 8. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 13th day of May, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

TOWN OF SUPERIOR
ORDINANCE NO. O-__
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR UPDATING THE TOWN'S ANIMAL PROTECTION REGULATIONS

WHEREAS, Chapter 7 of the Superior Municipal Code establishes the Town's animal protection regulations; and

WHEREAS, the Board of Trustees desires to update certain Sections of Chapter 7 with contemporary best practices for animal protection.

NOW BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. Section 7-2-10 of the Superior Municipal Code is hereby amended by the addition of the following new definition, to appear in alphabetical order:

Sec. 7-2-10. – Definitions.

For purposes of this Article, the following terms shall have the following meanings:

* * *

Vicious animal means an animal which at any place within the Town injures or causes bodily injury to a person or animal, ~~or which repeatedly charges against a fence in an attempt to attack or~~ charges to the end of its lead or leash in an attempt to attack, or otherwise demonstrates vicious propensities; provided, however, that no animal shall be deemed vicious solely by reason of having attacked or bitten:

a. ~~A person~~ An individual who attacked such animal or who engaged in conduct reasonably calculated to provoke such animal to attack or bite such ~~person~~ individual or another ~~person~~ individual;

b. ~~A person~~ An individual engaged in attacking or molesting another ~~person~~ individual;

c. ~~A person~~ An individual engaged in the unlawful entry into or upon the fenced or enclosed portion of a premises upon which such animal is kept, or into or upon any automobile or other vehicle parked or stored in, upon such premises;

d. An animal engaged in the unauthorized entry into or upon the fenced or enclosed portion of the premises upon which the accused animal is kept; or

e. ~~A person~~ An individual engaged in the unlawful or unauthorized entry into any automobile or other vehicle in which such animal is kept or confined.

Section 2. Section 7-2-20 of the Superior Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 7-2-20. – ~~Rabies inoculation and tag~~ Tags required.

~~(a) The owner of a dog or cat in the Town shall have such animal inoculated against rabies as required by Boulder County.~~

(a) An identification tag or microchip identifying a dog is required on all dogs. The identification tag or microchip shall contain the name, current address, and current phone number for the dog owner.

~~(b) The owner of a dog or cat in the Town shall at all times have proof of a current rabies inoculation as required by Boulder County, including but not limited to a tag firmly affixed to the animal's collar.~~

~~(a)~~ (b) The owner of a dog, cat or ferret in the Town shall have such animal inoculated against rabies as required by Boulder County. ~~The owner of a dog or cat in the Town shall at all times have proof of a current rabies inoculation, including without limitation a tag firmly affixed to the animal's collar~~.

Section 3. Section 7-2-30 of the Superior Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 7-2-30. – Public disturbance by animals.

(a) It is unlawful for ~~a person~~ an individual owning or keeping an animal to fail to prevent such animal from disturbing the peace of any other person by loud, persistent and habitual barking, howling, yelping, mewing or making any other loud, persistent and habitual noise, whether the animal is on or off the owner's premises. *Persistent* in this Section means barking or noise that lasts for twenty (20) or more cumulative minutes in a one (1) hour period.

(b) No individual shall be charged with violating this Section unless a peace officer or code enforcement officer has issued a written warning to such individual within twelve (12) months preceding the first date alleged as a date of violation in the complaint. A warning issued under this Section may be personally delivered to the individual owning or keeping the animal, or sent via United States first-class mail.

(c) No individual shall be convicted of violating this Section unless two (2) or more witnesses testify to the loud, persistent and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness on this element.

~~(b)~~ (d) Provocation of the animal ~~whose noise is complained of~~ subject to the complaint is a defense to any complaint brought ~~hereunder~~ under this Section.

Section 4. Section 7-2-50(c) of the Superior Municipal Code is hereby amended to read as follows:

Sec. 7-2-50. – Vicious animal.

* * *

(c) It is unlawful for the owner of a vicious animal to fail to prevent such animal from attacking ~~any domestic animal, fowl or wildlife~~ any person or animal or to willfully fail to prevent an animal from attempting to attack.

Section 5. Section 7-2-140(b) of the Superior Municipal Code is hereby repealed in its entirety and the Section renumbered accordingly.

Section 6. A new Section 11-4-40 is hereby added to the Superior Municipal Code to read as follows:

Sec. 11-4-40. – Animals in parks.

(a) An owner of an animal, as defined in Section 7-2-10 of this Code, shall not allow the animal in the following areas in parks or open space lands owned or controlled by the Town, except as specially permitted by the Town Manager:

(1) A lake, fountain, or pond ~~or stream~~;

(2) The playing field of a sports facility enclosed by a wall or containing an artificial or manicured sports surface, including without limitation tennis courts, basketball courts, and pickleball courts~~, and running tracks~~; and

(3) Any other area where animals are prohibited by signage.

(b) Violations of this Section shall be subject to the penalties set forth in Section 1-3-20 and Section 7-2-140 of this Code.

Section 7. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 8. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this ___ day of _____, 2024.

Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

ITEM NO. 8

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Ordinance – Adopting the 2023 National Electrical Code**

MEETING DATE: **May 13, 2024**

PRESENTED BY: **Tom Pitchford, Chief Building Official, Safebuilt**
Lisa Ritchie, Planning and Building Director

PRESENTED FOR: **First Reading**

BACKGROUND:
The National Electric Code (NEC), which is produced by the National Fire Protection Association, is part of the Town's overall building regulations. The State requires local governments adopt the same edition of the NEC as adopted by the State. Colorado adopted the 2023 NEC on August 1, 2023, and the Town has twelve months to adopt the same.

Adoption of the NEC applies to both new construction and renovation of existing structures, but would not require a retrofit of a home or business in order to receive a building permit for typical repairs and maintenance. For a remodel permit and subsequent inspection process, only the area of the structure that is constructed would be required to meet updated standards. For example, a bathroom or kitchen renovation would be required to meet current standards, but existing portions of the home that are not included in a renovation/remodel are not required to be updated. Construction cost increases are not generally expected as a result of these updates, and in some instances.

The NEC is available for review at the following weblink: https://www.nfpa.org/codes-and-standards/nfpa-70-standard-development/70 (a log-in profile is required for NEC access). Hardcopies of all the individual code books are also available at Town Hall for public access.

Changes to the NEC are generally technical revisions, updates and corrections. Some examples are listed below:

- Ground fault circuit interrupter (GFCI) protection – expanded requirements for areas with sinks and areas that prepare food
- Reduces requirements for receptacle outlets on kitchen islands and peninsulas.
- Amends Electric Vehicle Supply Equipment (EVSE) loads
- Amends emergency disconnect requirements for one- and two-family dwellings

STAFF RECOMMENDATION:
First reading of the Ordinance.

BUDGET IMPLICATIONS:
No changes to the Town's Fee Schedule are recommended with this update; there are no budget impacts expected for the Town.

ATTACHMENT:
- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO.
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR ADOPTING BY REFERENCE THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE AND PROVIDING PENALITIES AND VIOLATIONS THEREIN

WHEREAS, the Town previously adopted the 2020 edition of the National Electric Code;

WHEREAS, the Board of Trustees now desires to adopt the 2023 edition of the National Electric Code; and

WHEREAS, on May 13, 2024, the Board of Trustees held a properly-noticed public hearing on the adoption of the 2023 edition of the National Electric Code.

NOW BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. Section 18-4-10 of the Superior Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 18-4-10. – Adoption.

Pursuant to Parts 1 and 2 of Article 16 of Title 31, C.R.S., the National Electrical Code, 2023 edition (the "NEC"), published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169, is hereby adopted by reference. The subject matter of the National Electric Code includes comprehensive provisions and standards regulating the installation of electrical conductors and equipment within or on public or private buildings or other structures, and the installation of electrical conductors and equipment to a supply of electricity and other outside conductors on public or private property for the purpose of protecting the public health, safety and welfare. Permit fees pursuant this Section shall be as established by Section 4-1-90 of the Superior Municipal Code.

Section 2. Section 1-3-20 of the Superior Municipal Code remains as follows:

Sec. 1-3-20. - General penalty.

(a) No person shall violate any of the provisions of the ordinances of the Town or of this Code. Except in cases where a different punishment is prescribed by any ordinance of this Town or this Code, any person who violates any of the provisions of the ordinances of the Town or of this Code shall be

punished by a fine of not more than two thousand six hundred fifty dollars ($2,650.00) or by imprisonment not to exceed one hundred eighty (180) days, or by both such fine and imprisonment, except as provided in Section 1-3-30 below and provided further that no indigent person shall be punished by imprisonment unless he or she has been given the opportunity to be represented by counsel. In addition, such person shall pay all court costs imposed by the court.

(b) Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person and shall be punished accordingly.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this ____ day of _____, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk