



If you would like to address City Council, please place your name on the sign-up sheet located at the back of the council room. You will be recognized to speak during the "audience participation" portion of the agenda.

AGENDA

Regular Meeting

September 20, 2016 - 7:30 p.m.

City Council meeting packets are prepared several days prior to the meetings. This information is reviewed and studied by the Councilmembers, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. An informational packet is available for public inspection on our website at www.cityofevans.org and posted immediately on the bulletin board adjacent to the Council Chambers.

1. CALL TO ORDER

2. PLEDGE

3. ROLL CALL

Mayor:	John Morris
Mayor Pro-Tem:	Brian Rudy
Council:	Mark Clark
	Sherri Finn
	Lance Homann
	Jay Schaffer
	Laura Speer

4. AUDIENCE PARTICIPATION

The City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address City Council. Your comments will be limited to two (2) minutes. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!

5. APPROVAL OF AGENDA

6. CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of September 6, 2016

7. NEW BUSINESS

- A. Public Hearing-Ordinance No. 654-16 – Code Revision City Land Use Code (First Reading)
- B. Lower Latham Ditch – Amendment to Anderson Consulting Contract
- C. 49th Street, Brantner Road, Industrial Parkway Bid Results

8. REPORTS

- A. City Manager
- B. City Attorney

9. AUDIENCE PARTICIPATION (general comments)

Please review the Audience Participation section listed at the beginning of the agenda for procedures on addressing City Council.

10. EXECUTIVE SESSION

- A. To Determine Positions Relative to Matters that May Be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators, Pursuant to C.R.S. 24-6-402(4)(e)

11. ADJOURNMENT

CITY OF EVANS – MISSION STATEMENT

“To deliver sustainable, citizen-driven services for the health, safety, and welfare of the community.”

It is the policy of the City of Evans that all programs and activities shall be accessible to, and usable by, persons with disabilities. Persons needing assistance shall contact the Safety & Risk Management Specialist at the City of Evans. Please provide three to five business day’s advance notice so we can adequately meet your needs.

COUNCIL COMMUNICATION

DATE: September 20, 2016

AGENDA ITEM: 6.A

SUBJECT: Approval of the Minutes September 6th City Council Meeting

PRESENTED BY: City Clerk

AGENDA ITEM DESCRIPTION:

Approval of minutes.

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

"I move to approve the minutes as presented."

**EVANS CITY COUNCIL
MINUTES
September 06, 2016**

CALL TO ORDER

Mayor Morris called the meeting to order at 7:43 p.m.

PLEDGE

ROLL CALL

Present: Mayor Morris, Mayor Pro-Tem Rudy, Council Members Clark, Homann, Schaffer, and Speer

Absent: Council Member Finn

RECOGNITIONS

A. Recognizing Evans City Manager Aden Hogan

Mayor Morris read a list of accomplishments in recognizing outgoing City Manager Aden Hogan for his service and leadership to the City of Evans for the past 10 years. Mayor Morris presented Mr. Hogan with a gift from the Evans City Council.

AUDIENCE PARTICIPATION

There was no audience participation.

APPROVAL OF AGENDA

Raegan Robb, Evans City Clerk, revised the agenda striking items 8.B (Award of Bid – Flood Repairs to 49th Street, Brantner Road, and Industrial Parkway); 8.C (Award of Bid – 49th Street Resurfacing Project); and 11.A (the notice for an Executive Session).

Mayor Pro-Tem Rudy, made the motion, seconded by Council Member Clark, to approve the Agenda, as amended. The motion passed with all voting in favor thereof.

CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of August 16, 2016

B. Appointment of Evans City Council Member Laura Speer to the Citizens Transportation Advisory Board (CTAB)

Council Member Homann made the motion, seconded by Mayor Pro-Tem Rudy, to approve

the Consent Agenda. The motion passed with all voting in favor thereof.

NEW BUSINESS

A. Lease Termination with Evans Fire Protection District

Council Member Homann recused himself from voting on item 8.A due to the fact that he is employed by the Evans Fire Protection District.

Scott Krob, City Attorney, explained that the Fire District Board and the City Council have outlined an agreement that the City would terminate the lease of the office space at the City's Community Complex, at a joint meeting earlier this year. According to Mr. Krob, if the City terminates the Lease, it is obligated to provide other office space to the Fire District, but that the fire impact, collected by the City, may be used by the City to provide capital improvements, for the purpose of fire protection.

Mr. Krob explained that the agreement terminates the lease of the office space at the City's Community Complex, and in place of such office space, the City would provide fire impact fees to assist the Fire District in construction of new administrative offices at Fire Station 2.

Council Member Clark clarified that the City's Fire Impact Fees will be used to fund the new office construction for the Fire District.

Council Member Clark made the motion, seconded by Mayor Pro-Tem Rudy, to accept the letter dated August 22, 2016 from the Evans Fire Protection District regarding confirmation of termination of office lease and authorize the Interim City Manager to sign the letter reflecting the City's acceptance and approval. The motion passed with all voting in favor thereof and Council Member Homann recused.

~~B. Award of Bid – Flood Repairs to 49th Street, Brantner Road, and Industrial Parkway~~

~~C. Award of Bid – 49th Street Resurfacing Project~~

D. Award of Contract – Executive Search Firm for City Manager Recruitment

Jessica Gonifas, Interim City Manager, explained that the City Council initiated the search process to replace retiring City Manager, Aden Hogan. She discussed the work of the selection committee, comprised of:

- Brian Rudy, Mayor Pro-Tem;
- Sherri Finn, Council Member;
- Jessica Gonifas, Deputy City Manager;
- Julie Roeder, Director of Human Resources & Risk Management;
and
- Rick Brant, Police Chief.

She summarized the request for proposals (RFPs) for the selection of an executive search firm, which was released on August 12th and was sent directly to 55 firms and posted on the Rocky Mountain Bid Network website and the City website. She spoke about the 11 proposals that were received and about the criteria that the selection committee used to evaluate each proposal.

According to Ms. Gonifas, the proposals ranged from \$12,000 to \$30,000 with seven in the range of \$21,000 – 25,000. She explained that staff was recommending the approval of the mayor's signature on the professional services agreement for Slavin Management Consultants and approve a preliminary budget revision in the amount (not to exceed) of \$23,000.

City Council Member Speer noted that some contact information in the draft contract still included Aden Hogan.

Ms. Gonifas explained that staff would correct the contract before it is executed.

Mayor Pro-Tem Rudy made the motion, seconded by City Council Member Speer, to approve the mayor's signature on the professional services agreement for Slavin Management Consultants and approval of the preliminary budget revision in the amount (not to exceed) of \$23,000.

The motion passed with all voting in favor thereof.

REPORTS

A. City Manager

Mr. Hogan referred the City Council to the Monitoring Report and spoke about the recent assignment by David Burns, City Emergency Management Coordinator, to assist with flooding in Maryland. He also spoke about the transition period between himself and interim City Manager Jessica Gonifas.

B. City Attorney

Mr. Krob commented that Mr. Hogan would be missed.

AUDIENCE PARTICIPATION

Nolan Ulmer, 16529 WCR 70, Greeley, spoke to City Council about problems with the City's records for equivalent residential units (EQRs). He talked about information held by the City's Water Attorney, Doug Seeley, and the ongoing bankruptcy case that involved EQR shares. He expressed frustration working with the City for closure with the case.

Mr. Krob spoke to Mr. Ulmer's concerns and recommended that his public comments cease, since they related to the ongoing bankruptcy case.

Mr. Ulmer asked about EQRs related to the Greeley Loveland Irrigation Company.

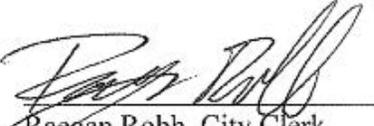
Mayor Morris concluded the audience participation with Mr. Ulmer.

EXECUTIVE SESSION

~~A. To Determine Positions Relative to Matters that May Be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators, Pursuant to C.R.S. 24-6-402(4)(e)~~

ADJOURNMENT

Mayor Morris adjourned the meeting at 8:06 p.m.


Raegan Robb, City Clerk

COUNCIL COMMUNICATION

DATE: September 20, 2016

AGENDA ITEM: 7.A

SUBJECT: ORDINANCE NO. 654-16 – AMENDING THE EVANS MUNICIPAL CODE BY REPLACING THE CITY’S ZONING CODE (TITLE 18) AND SUBDIVISION CODE (TITLE 19) WITH A COMBINED LAND DEVELOPMENT CODE

PRESENTED BY: Fred Starr, Public Works Director
Scott Krob, City Attorney

AGENDA ITEM DESCRIPTION:

Previously one of the priorities set by City Council was to update the City’s municipal code. The ordinance that is being presented to the Council this evening is a proposed update of the City’s land development code. This ordinance combines the previous code provisions related to zoning (Title 18) and those related to subdivision (Title 19) and into a single Title 18 Land Development Code. The City entered into a contract with Attorney Corey Hoffman to draft this section. Corey has provided a draft, which has been reviewed and slightly revised by Public Works Director, Fred Starr, and City Attorney, Scott Krob.

The proposed land development code eliminates some conflicting provisions contained in the existing code and attempts to provide a more streamlined and consistent method in processing the various types of land use applications submitted to the City and in dealing with enforcement and penalty issues.

A couple specific items of note:

- Almost all violations will be pursued and enforcement under Section 1.16, the Code’s general enforcement section.
- All site plans will be processed administratively
- Appeals from staff decisions will go to the city manager, appeals from manager decisions will go to city council, appeals from planning commission and board of zoning adjustment will go to city council, appeals from city council will go to court.
- The sign code has not been revised and will be addressed separately

If the ordinance is adopted, the ordinance will be presented to the planning commission for comment prior to second reading. The planning commission’s comments, if any will be presented to Council prior to second reading of the ordinance.

FINANCIAL SUMMARY:

The ordinance does not alter any fees associated with land development applications, so there should not be any direct financial impact. Hopefully the clearer, more streamlined processes will increase efficiencies and decrease expenses associated with appeals.

RECOMMENDATION:

Staff recommends approval of the ordinance

SUGGESTED MOTIONS:

“I move to approve Ordinance No 654-16 on first reading.”

“I move to deny Ordinance No 654-16 for the following reasons.”

CITY OF EVANS, COLORADO

ORDINANCE NO. 654-16

AN ORDINANCE AMENDING THE EVANS MUNICIPAL CODE BY REPLACING THE CITY'S ZONING CODE (TITLE 18) AND SUBDIVISION CODE (TITLE 19) WITH A COMBINED LAND DEVELOPMENT CODE

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, the City Council has undertaken to review the City's Code and directed staff to revise and update the Code; and

WHEREAS, the existing Code provides regulations governing zoning in Title 18 and regulations governing subdivision in Title 19; and

WHEREAS, the City Council has determined that it is more efficient and understandable to combine the City's zoning and subdivision regulations into a single land development code; and

WHEREAS, City staff and consultants have prepared a proposed title 18 – Land Development Code, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council believes that it is in the best interest of the City to adopt Exhibit A to replace in their entirety existing Titles 18 (zoning) and 19 (subdivision);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The Evans Municipal Code is hereby amended by replacing in their entirety Title 18 (zoning) and Title 19 (subdivision) with the Title 18 – Land Use Development Code attached hereto as Exhibit A.
2. 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 City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EVANS ON THIS 20TH DAY OF SEPTEMBER, 2016.**

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

**PASSED AND ADOPTED ON A SECOND READING THIS 6TH DAY OF OCTOBER,
2016.**

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

EXHIBIT A
LAND DEVELOPMENT CODE

Table of Contents

Title 18 – Land Development Code

Chapter 18.01 – General Provisions

18.01.010 – Title for citation

18.01.020 – Authority

18.01.030 – Purpose

18.01.040 – Jurisdiction

18.01.050 – Relationship to existing zoning and subdivision ordinances

18.01.060 – Fees

18.01.070 – Severability

18.01.080 – Interpretation

18.01.090 – Resubmittals and expiration of approvals

18.01.100 – Vested property rights

Chapter 18.02 – Administration and Enforcement

18.02.010 – Administration

18.02.020 – Violations

18.02.030 – Penalties

18.02.040 – Enforcement

Chapter 18.03 – Definitions

Chapter 18.04 – Zoning

18.04.010 – Establishment of Districts

18.04.020 – Zoning Map

18.04.030 - Agricultural District

18.04.040 – Commercial Districts

18.04.050 – Highway 85 Districts

18.04.060 – Industrial Districts

18.04.070 – Public Facilities District

18.04.080 – Residential Districts

18.04.090 – Residential Manufactured Home District

18.04.100 – US 85 Overlay District Design Standards

18.04.110 – Planned Unit Development

18.04.120 – Accessory Structures and Uses

18.04.130 – Temporary Structures and Uses

18.04.140 – Nonconforming Situations

18.04.150 – Telecommunications

18.04.160 – Special Uses

18.04.170 – Zoning Amendments

18.04.180 – Concurrent Zoning and Annexation

18.04.190 – Variances

Chapter 18.05 – Site Plan and Plot Plan Regulations

- 18.05.010 – Purpose
- 18.05.020 – Site Plan Process
- 18.05.030 – Site Plan Map Standards
- 18.05.040 – Review Criteria
- 18.05.050 – Site Plans Within Approved Planned Unit Developments
- 18.05.060 – Amendment to Approved Site Plans
- 18.05.070 – Plot Plans for New Single-family Dwellings and Duplexes

Chapter 18.06 - Subdivisions

- 18.06.010 – Purpose
- 18.06.020 – Compliance with Provisions Required
- 18.06.030 – Acceptance of Dedicated Lands
- 18.06.040 – Filing or Recording of Plats Prior to Approval
- 18.06.050 – General Provisions
- 18.06.060 – Preapplication Conference
- 18.06.070 – Sketch Plan
- 18.06.080 – Preliminary Plan
- 18.06.090 – Final Plat
- 18.06.100 – Minor Development – Single-family Residential
- 18.06.110 – Minor Development – Nonresidential and Multiple-family
- 18.06.120 – Plat Modifications, Minor Replats and Lot Line Adjustments
- 18.06.130 – Manufactured Home Park Plan

Chapter 18.07 – Development Standards

- 18.07.010 – Purpose
- 18.07.020 – Design Standards
- 18.07.030 – Residential Neighborhood Design Standards
- 18.07.040 – Architectural Standards
- 18.07.050 – Adequate Public Facilities
- 18.07.060 – Improvements and Utilities
- 18.07.070 – Landscaping
- 18.07.080 – Off-street Parking and Loading
- 18.07.090 – Special Yard Regulations

Chapter 18.08 – Signs

- 18.08.010 – Purpose and Intent
- 18.08.020 – Definitions
- 18.08.030 – Sign Measurement
- 18.08.040 – Legal Nonconforming Signs
- 18.08.050 – Signs Prohibited in All Zoning Districts
- 18.08.060 – Signs allowed in Residential Zoning Districts
- 18.08.070 – Permit Required
- 18.08.080 – Permanent Signs Requiring a Permit
- 18.08.090 – Regulations Applying to All Temporary Signs
- 18.08.100 – Temporary Signs Requiring a Permit
- 18.08.110 – Temporary Signs Allowed Without a Permit
- 18.08.120 – Design and construction
- 18.08.130 – Variances

18.08.140 – Maintenance

18.08.150 – Violations

Chapter 18.09 – Public Notices

18.09.010 - Public Hearing Notice

18.09.020 – Certified Mail Notice

18.09.030 – Regular Mail Notice

18.09.040 – Published Notice

18.09.050 – Posted Sign Notice

18.09.060 – Additional or Combined Notices

Chapter 18.10 – Appeals where a process is not otherwise designated

Title 18 – Land Development Code

18.01 – General Provisions

18.01.010– Title for citation.

This Title shall be known and may be cited and referred to as the "Land Development Code," and may hereafter be referred to in this Title as "this Land Development Code" or "this Title."

18.01.020 – Authority

This Title is adopted pursuant to the authority granted to the City as home rule authority pursuant to Article XX of the Constitution of the State of Colorado, the City of Evans Home Rule Charter, and Article 23, Title 31, as amended, and to the extent that such state statutes are not inconsistent with this Title.

18.01.030 – Purpose

This Title is enacted for the following purposes:

- A. To assist orderly, efficient and integrated development;
- B. To promote the health, safety and general welfare of the residents;
- C. To ensure conformance of land subdivision plans with the public improvement plans of the city, Weld County, the State and other public agencies;
- D. To ensure coordination of municipal public improvement plans and programs;
- E. To encourage well planned subdivisions by establishing adequate standards for design and improvements;
- F. To improve land survey monuments and records by establishing standards for surveys and plats;
- G. To safeguard the interests of the public, the property owner and the subdivider;
- H. To secure equitable handling of all subdivision plans by providing uniform procedures and standards;
- I. To prevent population congestion;
- J. To protect natural vegetation and scenic areas;
- K. To prevent and control erosion, sedimentation and other pollution of surface and subsurface water;

- L. To prevent flood damage to persons and properties, and minimize expenditures for flood relief and flood-control projects;
- M. To restrict building on flood lands, shorelands, areas covered by poor soils or in areas poorly suited for building or construction;
- N. To prevent loss and injury from landslides, mudflows and other geologic hazards;
- O. To implement the Comprehensive Plan of the City;
- P. To lessen congestion in the streets;
- Q. To secure safety from fire, panic and other dangers;
- R. To promote adequate light and air;
- S. To facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements.

18.01.040 – Jurisdiction

- A. This Title shall apply to all properties within the legal boundaries of the City.
- B. A copy of a map showing the boundaries of the City shall be available for public inspection in the Community Development Department.

18.01.050 – Relationship to existing zoning and subdivision ordinances.

To the extent that the provisions of this Title are the same in substance as the previously adopted provisions that they replace in the City's zoning and subdivision ordinances, they shall be considered as continuations thereof and not as new enactments unless otherwise specifically provided. In particular, a situation that did not constitute a legal, nonconforming situation under the previously adopted zoning ordinance does not achieve legal nonconforming status under this Title merely by the repeal of the zoning ordinance.

18.01.060 – Fees

- A. Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters may be charged to applicants for zoning permits, special use permits, subdivision plat approval, zoning amendments, variances and other administrative relief. The amount of the fees charged shall be established by resolution of the Council filed in the office of the City Clerk.
- B. Fees established in accordance with Subsection (A) above shall be paid upon submission of a completed land use application or notice of appeal. All applications for which there is a fee shall be accompanied by the appropriate fee. Applications which are not accompanied by the appropriate fee shall be considered incomplete and shall not be processed nor shall any permit be issued unless the appropriate fee accompanies the application.

- C. The City will bill developers for any and all costs of professional or consulting services which the City incurs as a result of a developer or his or her project. Professional or consulting services include but are not limited to: legal, engineering, financial advisor, geological hydrological, surveying, or planning services. The applicant shall pay the City the actual costs of these professional or consulting services plus fifteen percent (15%) to cover administrative costs.
- D. The City will send the applicant a statement for the actual and administrative costs incurred by the City pursuant to Subsection (C) above. The applicant shall pay the City the amount due on the statement within fifteen (15) days of the date of the issuance of such statement. In the event the applicant fails to pay the amount due on the statement within the time period specified above, the City shall immediately stop the review process for the proposed development. The application will be deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement. If the City anticipates incurring substantial expenses in connection with an application, the City may require the applicant to provide and maintain an advance deposit with the City in an amount reasonably determined by the Community Development Director.
- E. If the statement is not paid in full within thirty (30) days after issuance of the statement, in addition to the application being withdrawn, the City shall impose interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due.
- F. In addition to the City's remedies to stop the review process upon nonpayment of such statement, and to impose penalty interest, the City shall additionally possess the right to initiate an enforcement action against the applicant for nonpayment of such fees. Such enforcement action may be initiated either in the Weld County Court or in the Evans Municipal Court. In the event such collection action is determined in favor of the City, the City shall be awarded its attorneys' fees and court costs in addition to the unpaid fees as part of any judgment.
- G. The payment of fees of the costs of professional and consulting services under this Section shall be due and payable as set forth within this Section, regardless of whether the project is completed, approved and/or regardless of whether the owner/developer chooses to complete the land review process under the City's Land Development Code.
- H. The applicant shall pay any impact fees as established by City ordinances in effect at the time the development application is approved by city Council. The impact fees shall be paid at the time specified by such ordinance.

18..01.070 – Severability

It is hereby declared to be the expressed intent that the provisions of this Title shall be severable, in accordance with provisions set forth below.

- A. If any provision of this Title is declared to be invalid by a decision of any court of competent jurisdiction, it is hereby declared to be the intent that:
 - 1. The effect of such decision shall be limited to the clause, sentence, paragraph or part of this Title that is expressly stated in the decision to be invalid; and

2. Such decision shall not affect, impair or nullify this Title as a whole or any other part thereof, and the rest of this Title shall continue in full force and effect.
- B. If the application of any provision of this Title to any use, lot, building, other structure or tract of land is declared to be invalid by a decision of any court of competent jurisdiction, it is hereby declared to be the intent that:
1. The effect of such decision shall be limited to that use, lot, building, other structure or tract of land immediately involved in the controversy, action or proceeding in which the judgment or decree of invalidity was rendered; and
 2. Such decision shall not affect, impair or nullify this Title as a whole or the application of any provision thereof, to any other use, lot, building, other structure or tract of land.

18.01.080 - Interpretation

- A. On the interpretation and application of the provisions of this Title, the following shall govern:
1. The provisions contained in this Title shall be regarded as minimum requirements for the protection of the public health, safety and welfare.
 2. Whenever a provision of this Title and any provision in any other law of the City covers the same subject matter, whichever is the most restrictive or imposes the higher standard or requirements shall govern.
 3. Certain terms, phrases, words and their derivatives shall be construed as specified in this Title.
- B. This Title shall repeal the previous zoning ordinances and subdivision ordinances of the City and any amendments made thereto.
- C. Such repeal shall not affect or prevent the prosecution or punishment of any person for the violation of any ordinance repealed hereby, for any offense committed prior to repeal.

18.01.090 – Resubmittals and expiration of approvals

- A. A maximum of six (6) months will be granted to applicants to resubmit incomplete application packets. Any project that is inactive for more than six (6) months from the date of determination of incompleteness must be resubmitted with new application and fees. Failure to meet this six-month time line will result in applications becoming permanently inactive and the applicants forfeiting their fees.
- B. Any approval of an application for which a grading permit or building permit has not been issued or for which the special use has not commenced within six (6) months after approval of the site plan or special use shall be null and void. All variance approvals not exercised within six (6) months from the date of approval shall become null and void. An extension of time of up to ninety

(90) days may be granted by the City Planner for good cause. Any denial of the extension may be appealed to the Planning Commission. If denied, the applicant may resubmit a new application and fees for the same project.

- C. Upon denial of any land use application, the same or similar application, as determined by the City Planner, may not be resubmitted for a period of six (6) months commencing from the date of denial. The determination of the City Planner may be appealed to the Planning Commission in writing within ten (10) working days of the Director's decision.
- D. Responsibility for complete and proper application submittal shall be that of the applicant. Failure to do so will result in a delay or denial of the application. Furthermore, if any documentation presented to the Community Development Department is found to be intentionally misleading, intentionally inaccurate, or fraudulent, the application will be denied or approval revoked.

18.01.100 Vested Property Rights

- A. Intent.

The intent of this Chapter is to provide the procedures necessary to implement the provisions of Article 68 of Title 24, C.R.S., as amended, and to effectuate local control over creation of vested property rights to the fullest extent permitted under the Evans Home Rule Charter.

- B. Definitions.

Site specific development plan means a map, plat or site plan that has been submitted to the City by a landowner or such landowner's legal representative describing the reasonable certainty, type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of the following: final site plan, final subdivision plat, minor subdivision plat, planned unit development plan, conditional or special use plan or as otherwise agreed by the City Council and the owner for a specific project or development phase which occurs prior to building permit application for those developments for which the landowner wishes the creation of vested rights, and has submitted an application and receives approval by the City Council. The City shall conduct a public hearing at the request of the landowner, which hearing follows the successful approval of the development at all other required stages of the development review process. Failure of the landowner to request such hearing renders the approval not a site specific development plan, and no vested rights shall be deemed to have been created. A site specific development plan shall not include a variance, sketch plan, or preliminary plan.

Vested property right means the right to undertake and complete the development and use of property under the terms and conditions of a site specific development plan. A property right which becomes vested upon second reading of an ordinance shall remain vested for a period of three (3) years. This vesting period shall not be extended by any amendments to a site specific development plan unless expressly authorized by the City Council.

- C. Notice and hearing.

1. No site specific development plan shall be approved until after a public hearing, preceded by written notice of such hearing which is published in a newspaper of general circulation at least ten (10) days prior to such hearing. Such notice may, at the City's option, be combined with the notice required for final plan approval, or any other required notice. At such hearing interested persons shall have an opportunity to be heard.
2. The City Council may approve a site specific development plan upon such terms and conditions as may reasonably be necessary to protect the public health, safety and welfare. The conditional approval shall result in a vested property right, although failure to abide by such terms and conditions will result in a forfeiture of vested property rights.

D. Development agreements.

The City Council may enter into development agreements with landowners providing property rights shall be vested for a period exceeding three (3) years where warranted in light of all relevant circumstances, including but not limited to the size and phasing of the development, economic cycles, and market conditions.

E. Notice of approval.

Each map, plat, or other document constituting a site specific development plan shall contain the following language: "Approval of this plan may create a vested property right pursuant to Article 68 of Title 24 C.R.S., as amended." Failure to contain this statement shall invalidate the creation of the vested property right. In addition, a notice describing generally the type and intensity of use approved, the legal description of property affected and stating that a vested property right has been created shall be published once, not more than fourteen (14) days after approval of the site specific development plan as approved by City Council on second reading of the ordinance, in a newspaper of general circulation. It shall be the obligation of the applicant to accomplish and pay for such publication and to provide proof of publication to the city clerk. Failure to achieve such publication and provide proof shall invalidate the creation of the vested property right.

F. Approval - effective date - amendments.

A site specific development plan shall be deemed approved when the City Council approves the vested rights ordinance upon second reading, as applicable, relating thereto, subject to the right of appeal and judicial review. In the event amendments to a site specific development are proposed and approved, the effective date of such amendments, for purposes of duration of a vested property right, shall be the date of the approval of the original site specific development plan, unless the City Council specifically finds to the contrary and incorporates such finding in its approval of the amendment.

G. Payment of costs.

In addition to any and all other fees and charges imposed by this Code, the applicant for approval of a site specific development plan shall pay all costs occasioned to the City as result of the site

specific development plan review, including but not limited to publication of notices, public hearing and review costs, which costs are hereby established by City Council by resolution.

H. Other provisions unaffected.

Approval of a site specific development plan shall not constitute an exemption from or waiver of any other provisions of this Code pertaining to the development and use of property. The establishment of a vested property right shall not preclude the application of ordinances or regulations which are general in nature and are applicable to all property subject to land use regulation by the City, including but not limited to building, fire, plumbing, electrical and mechanical codes.

I. Limitations.

Nothing in this Chapter is intended to create any vested property right, but only to implement the provisions of Article 68 of Title 24, C.R.S., as amended. In the event of the repeal of said Article or a judicial determination that said Article is invalid or unconstitutional, this Chapter shall be deemed to be repealed, and the provisions hereof no longer effective.

18.02 – Administration and Enforcement

A.

18.02.010 - Administration

The Community Development Director and Community Development Department shall administer the provisions of this Title.

18.02.020 - Violations

- A. No land in the City shall be used, or any building or structure erected, constructed, enlarged, altered, maintained, moved or used in violation of this Title or amendments thereto. The City Council, through the City Attorney and court of appropriate jurisdiction (which includes but is not limited to the Municipal Court), may initiate legal action to prevent, abate or remove such unlawful use, maintenance, erection, construction, reconstruction or alteration, in addition to any other remedies provided by law.
- B. It is unlawful for any building, structure or land to be hereafter used, occupied, or sold, and/or any building to be hereafter erected, converted or structurally altered, except as provided in this Title.
- C. No yard or lot existing at the time of adoption of the ordinance codified in this Title shall be reduced in size or area below the minimum requirements set forth herein. Yards and lots created after said effective date shall meet at least the minimum requirements established by this Title.

18.02.030 - Penalties

- A. Any person, firm or corporation, whether as principal, agent, employee or otherwise, who violates any of the provisions of this Title shall be prosecuted and punished pursuant to the provisions of Section 1.16 of this Code. Each day of the documented existence of any situation held to be a violation shall be deemed an equal and separate offense.
- B. In addition to prosecution pursuant to the provisions of Section 1.16, any person, firm or corporation who, with respect to any land located within a subdivision, transfers or agrees to sell any land by reference to or exhibition of or by use of a plat of a subdivision, before such plat has been approved by the City Council and recorded or filed in the office of the County Clerk, shall forfeit and pay a penalty not to exceed four hundred ninety-nine dollars (\$499.00) for each lot or parcel so transferred or sold or agreed to be sold. The description of such lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transactions from such penalties or from the remedies provided in this Title. The City Council may enjoin such transfer, sale or agreement by action for injunction brought in any court of competent jurisdiction or may recover the penalty in any court of competent jurisdiction including the Municipal Court. These remedies shall be additional and cumulative to any remedies provided by the Colorado Revised Statutes or other provisions of this Code.

18.02.040 - Enforcement

- A. This Title shall be enforced by the Community Development Department and its authorized representatives on all matters involving this Title. The Community Development Department shall consult with the City Attorney and Building Department and other affected City offices concerned with, but not limited to, the unlawful erection, construction, altering, occupancy or use of any building or structure, or land in the incorporated area of the City.
- B. The Community Development Department and its authorized representatives, after consultation with the City Attorney and authority from the court, are hereby empowered to enter and/or inspect any building, structure or tract of land in the City. When a violation is alleged, the Community Development Department shall compile or cause to be compiled relevant evidence of the alleged violation and take any action authorized by law to correct violations of federal, state or local law.
- C. If the Community Development Department finds that any of the provisions of this Title are being violated, staff may notify in writing, by certified mail, the owner of the property on which the violation is located, indicating the nature of the violation, and ordering the action necessary to correct it. The Community Development Department may order immediate discontinuance of illegal use or occupancy of any land, building or structure, or may take any other action authorized by this Zoning Code to insure compliance with or to prevent violation of its provisions. The Community Development Department may grant a stay of execution of its order not to exceed six (6) months for compliance with this Title.
- D. In the event a property owner fails to comply with the provisions of this Title, the City may perform the required action and invoice the property owner responsible, plus a ten-percent fee for inspection and other administrative costs. The City shall first give written notice to the property owner of the

required action and allow at least fourteen (14) days to comply. In the event a property owner fails to pay an invoice from the City for such costs and fees within thirty (30) days of receipt, the City may file a lien on the property with the County Treasurer's office to be placed upon the tax list for the current year and to be collected in the same manner as other taxes are collected, with an additional ten-percent penalty to defray the cost of collection. Such lien shall have priority over all other liens except general property taxes and prior assessments. Nothing in this Section shall preclude or prevent the City from punishing violations of this Code in accordance with Section 1.16.010.

18.03 - Definitions

Unless otherwise specifically provided, or unless otherwise clearly required by the context, the words and phrases defined in this Chapter shall have the meaning indicated when used in this Title. Words, phrases and terms not defined in this Chapter but defined elsewhere in this Title shall be construed as defined in such Title. Words, phrases and terms neither defined herein nor elsewhere in this Title shall be given usual and customary meanings except where the context clearly indicates a different meaning. The words *shall* and *will* are mandatory and not permissive; the words *may* and *should* are permissive and not mandatory.

Accent lighting means directional lighting to emphasize a particular object.

Accessory building or structure means a building or structure located upon the same lot as the principal building or structure to which it is associated, and which is incidental to and customarily found in connection with such principal building or structure and which is not to be used for human habitation, including but not limited to garages and other buildings for storage.

Accessory use means a use customarily incidental and subordinate to the main use of the lot, building or structure and which does not alter the principal use.

Adult business means business, service or entertainment establishment subject to the licensing requirements, provisions, and restrictions of Chapter 5.10 of the Evans Municipal Code.

Agriculture means the production of crops such as vegetables, fruit trees, grain, plants, shrubs, vines or flowers; the growing of trees and shrubs for commercial landscape purposes, ranching, riding stables without arenas, and similar uses and activities.

Alley means a minor way which is used primarily for vehicular service access to the rear or side of properties otherwise abutting on a street.

Aquifer means a water-bearing layer of sand, gravel or porous rock.

Art, dance, music studio means an establishment engaged in the creation of arts or crafts but may also serve for dance rehearsals and music rehearsals. Such an establishment may participate in periodic open

studios or concerts, but otherwise is subject to the applicable district's requirements for incidental sales of goods made on site.

Articulation means the manner in which contiguous shapes are joined or formed to clarify or emphasize certain elements of the structure.

Articulation, horizontal means a method of breaking up the vertical appearance of a structure through varying horizontal planes.

Articulation, vertical means a method of breaking up the horizontal appearance of a structure through varying vertical planes.

Auction yard means property on which merchandise or other property is sold by auction.

Awning means a roof-like cover of canvas, metal, or other material extending in front of and over a door, window or deck to provide protection from weather.

Belt course means a continuous row or layer of stones, tile brick, or shingles, etc. in a wall often used to separate floors of a built structure.

Board means the Zoning Board of Appeals.

Board and care home shall mean a residential facility providing room and board to one (1) or two (2) individuals who are not part of the principal occupant's family as defined by the Zoning Code, and who because of impaired capacity for independent living, elect protective oversight, personal services and social care, but do not require regular twenty-four-hour medical or nursing care. A board and care home shall not be considered an assisted living unit or nursing home.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Building height means the height as measured from the average surrounding grade of the footprint of a building to the midpoint of a pitched roof or highest point of a flat roof.

Building scale means the size and proportion of a building relative to surrounding buildings and environs, adjacent streets, and pedestrians.

Canopy, gas station means a structural protective cover, not enclosed on any side, for a gasoline or fuel service dispensing or similar service area.

Canopy, tree means the more or less continuous cover of branches and foliage formed collectively by the crown of one or more trees.

Car wash facilities means a principal or accessory use for the purpose of washing vehicles and with the capacity to wash more than one vehicle at a time, or with the capacity to wash a commercial semi-truck.

Carport means a structure that is not fully enclosed and which is accessory to a residence or residences and capable of being used for storage of one (1) or more vehicles.

Cemetery means land used for the burial and memorializing of the dead and dedicated for cemetery purposes, including columbariums, mausoleums, and pet cemeteries.

City Council or *Council* means the City Council of the City of Evans, Colorado.

Clustered; clustered development means a development technique which concentrates buildings on a portion of a site, so that the remaining land may be used for common area or open space.

Colonnade means a series of regularly spaced columns, usually supporting one side of a roof structure.

Commercial residence means establishments for the housing of transient residences such as motels, hotels and tourist homes, except for living quarters of the operators.

Community facilities means noncommercial establishments such as places of worship, libraries, museums, public or quasi-public buildings and other cultural and religious facilities for general public use.

Comprehensive Plan means a plan for guiding and controlling the physical development of land use and circulation facilities in the City, and any amendment or extension of such a plan.

Congregate residence means any building or portion thereof which contains facilities for living, sleeping and sanitation, as required by the International Building Code, and may include facilities for eating, cooking and general care not involving special medical treatment, for occupancy by other than a family. A congregated residence may be a shelter, convent, monastery, dormitory, orphanage or children's home, fraternity or sorority house but does not include jails, hospitals, nursing homes, hotels, motels, lodging houses or similar uses.

Consumer means any person contacted as a potential purchaser, lessee or renter, as well as one who actually purchases, leases or rents property in the subdivision.

Cornice means a continuous, molded projection that crowns a wall or other construction.

Court means a space, open and unobstructed to the sky, located at or above grade level on a lot and bounded on three (3) or more sides by walls of a building.

Coverage means land area which is covered with impervious surfaces, such as buildings, patios or decks with roofs, carports, swimming pools, tennis courts, or land area covered by any other type of structure, including parking lots.

Crosswalk or *walkway* means a right-of-way dedicated to public use, to facilitate pedestrian access through a subdivision block.

Crematorium means a place for the cremation of human or animal remains.

Day care center means an establishment, other than a home or residence, which provides care for children, other than one which can be classified as a school. These facilities shall comply with the guidelines established and enforced by the Weld County Health Department.

Day care, home means a home occupation providing less than twenty-four-hour supervision of up to twelve (12) children, in addition to any children of the day care provider. Day care homes shall be required to meet all state and local laws and regulations, including, but not limited to, home occupation permits, business licenses, and requirements of the building and fire codes, as adopted and amended in this Municipal Code. Day care provided to one (1) child or two (2) or more siblings, as well as occasional care (one day per week or less), shall not be considered home day care and shall not require a home occupation permit or business license.

Dead-end parking lots means a parking lot having only one (1) outlet and no area at the closed end for vehicles to turn around.

Dead-end sidewalk means a sidewalk that terminates abruptly with no connection to another sidewalk or pedestrian walkway.

Dead-end driveways means a driveway having only one outlet and no area at the closed end for vehicles to turn around.

Dedication means a grant by the owner of a right to use land to the public in general or to the City, involving a transfer or conveyance of property rights and an acceptance of the dedicated property by the appropriate public agency.

Development means any manmade change to improved or unimproved real property including, but not limited to, grading, paving, mining, excavating, construction, substantial improvement to an existing structure, or addition of a new structure.

Drive-through window means an opening in the wall of a building through which sales are made to patrons who remain in their vehicles.

Dwelling, condominium means a building, or group of buildings, in which at least three (3) dwelling units, offices, or commercial areas are owned individually, and the structure, common areas, and facilities are owned by all the owners on a proportional, undivided basis.

Dwelling, multifamily means a building with individual sanitary and eating facilities, occupied by two (2) or more families living independently of each other on a more or less permanent basis, but not including congregate residences and similar group accommodations.

Dwelling, single-family means a detached principal building, designed and intended to be occupied by not more than one (1) family with common access and use of eating and sanitary facilities.

Dwelling, townhouse means single-family attached dwelling of two (2) or more units but not more than six (6) dwelling units per structure, with each unit having separate eating and sanitary facilities, utility services, access, required parking for each of the units; no unit is located over another unit.

Dwelling, two-family means a building occupied by two (2) families living independently of each other with separate eating and sanitary facilities on a more or less permanent basis.

Dwelling unit means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, as required by the International Building Code, for not more than one (1) family, or a congregate residence for ten (10) or fewer persons.

Easement means a right to land generally established in a real estate deed, on a recorded plat or agreement to permit the use of land by the public, a corporation or particular person for specified uses.

Evidence means any map, table, chart, contract or any other document or testimony prepared or certified by a qualified person to attest to a specific claim or condition, which evidence must be relevant and competent, and must support the position maintained by the subdivider.

Factory-built housing means a dwelling which is partially or entirely manufactured in a factory and designated for long-term residential use; built in multiple sections. Factory built homes must be constructed to the standards of the State of Colorado Factory Built Construction Certification Code (8 CRR 1302-3) and bear a certification insignia in compliance with those standards.

Family means an individual living alone, or any number of persons living together as a single household, who are interrelated by blood, marriage, adoption or other legal custodial relationship; or not more than three (3) unrelated adults and any number of persons related to those unrelated adults by blood, adoption, guardianship or other legal custodial relationship. For the purpose of this definition, a bona fide employee of the family who resides in the dwelling unit and whose live-in status is required by the nature of their employment is a member of the family, but this exception shall allow only two (2) employees per dwelling unit.

Farming means the production of crops such as vegetables, fruit trees, grain, plants, shrubs, vines or flowers; the growing of trees and shrubs for landscape purposes. Farming shall not include the commercial raising of animals, commercial production of milk, commercial pen feeding (feed lots) or the commercial feeding of garbage or offal to swine or other animals.

Fence means an artificially constructed barrier or combination of materials erected vertically to enclose or screen areas of land.

Fixture, lighting means a complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

Flammable and/or combustible liquids and gases, storage means the storage and handling of bulk gasoline and bulk flammable fertilizer, propane, natural gas or other flammable liquids or gases.

Flea market means a business operation or bazaar consisting of more than one (1) independent vendor who is allocated space and does business on the premises and is not in charge of the premises, and where goods and/or services are offered for sale or exchange at retail to the general public, either indoors or outside, or both, including but not limited to antiques, curios, new and used merchandise, equipment, appliances and other goods and wares, (excluding yard sales, auctions, pawn brokers and retail business establishments, and the like) where sales are made to the general public by the individual vendor who leases space where such sales are made.

Floodplain means an area which is adjacent to a stream or watercourse and which is subject to flooding as a result of the occurrence of an intermediate regional flood, and which is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public health and safety or to property. This term includes, but is not limited to, mainstream flood plains, debris fan flood plains and dry wash channels and flood plains.

Garage means a fully-enclosed structure accessory to a residence or residences and capable of being used for storage of one (1) or more vehicles, i.e., having a garage door.

Garage, alley-loaded means a garage that is accessed from an alley and not from a street.

Garage, front-facing means a garage with vehicular doors generally parallel to the front property line.

Garage, side-loaded means a garage with vehicular doors generally perpendicular to the front property line.

Group homes means a residence operated as a single dwelling, licensed by and operated in accordance with all local, state and federal regulations, housing no more than eight (8) persons provided that appropriate supervisory personnel are on the premises at all times for the purpose of providing care to the following individuals:

- A. Developmentally disable persons, as defined by Section 31-23-303, C.R.S.
- B. For persons sixty (60) years of age or older. Group homes for the aged shall not be located within seven hundred fifty (750) feet of another such group home.
- C. Mentally ill persons, as defined by Section 27-10-102(7) C.R.S. Group homes for persons with mental illness shall not be located within seven hundred fifty (750) feet of another such group home. No person shall be placed in such home without being screened by an appropriate licensed mental health professional.

Height means the vertical measurement from the surrounding grade at the base of a structure to its highest point or, for pitched roofs, to the midpoint between the eaves and the highest point of the roof.

Home occupation means an occupation, profession, activity or use conducted within a residential dwelling unit that is incidental and secondary to the use of the residential dwelling unit, which does not alter the exterior of the property or affect the residential character of the residential neighborhood.

Hospital means a state or federal certified facility providing health services primarily for in-patients and medical or surgical care of the human sick and injured, including as an integral part, such related facilities as laboratories, out-patient services, rehabilitation and recovery services, training facilities, central service facilities and staff offices.

Human scale means the proportion of a building element or space relative to average human size.

Impervious surface means any surface made of asphalt, concrete, brick, pavers, stone, or similar material which does not readily absorb water.

Improvements means street grading, street surfacing and paving, curbs and gutters, street lights, street signs, sidewalks, water mains and lines, water meters, fire hydrants, sanitary sewers, storm drainage facilities, culverts, bridges, public utilities or other installations as designated by the City Council or its specified approving authority.

Industrial uses or facility means any establishment for wholesale, commercial service and storage of goods and materials, such as warehouses, commercial laundries and dry-cleaning plants, bottling works, builders' supply yards, printing and publishing plants, tire vulcanizing shops, automobile and truck body work, and establishments of a similar nature.

Industrial uses, heavy means any establishment for manufacturing/assembly plant, natural resource extraction and treatment, used auto parts, quarry and gravel pits, asphalt plants, large-scale industry, incinerators, and other similar operations which create nuisances and hazardous effects beyond their premises.

Internal circulation means a continuous network of sidewalks, pathways, and driveways within a site or within multiple sites.

Junk means garbage and all other waste matter or discarded or unused material such as, but not limited to, salvage materials, scrap metal, scrap materials, bottles, tin cans, paper, boxes, crates, rags, used lumber and building materials; manufactured goods, appliances, fixtures, furniture, machinery, motor vehicles or other such items which have been abandoned, demolished or dismantled, or are in such a condition as to be unuseable for their original use, but may be used again in present or different form for a new use; discarded or inoperable vehicles, machinery parts and tires; and other commonly considered to be refuse, rubbish or junk.

kennel means any property used for commercial purposes, on which four (4) or more pet animals, at least four (4) months of age, are kept for training, boarding or breeding, whether in special structures, runs or not.

Landscaping, buffer means a landscape area located along the perimeter of a lot intended to screen or separate land uses either from one another or from a public street.

Landscaping, front lot means the landscaping particular to the front lot line or any line that abuts a street. On a corner lot, the front lot line is the shortest of the lot lines that abut a street. If two (2) or more street lot lines are of equal length, then the applicant or property owner can choose which lot line is to be the front.

Lateral sewer means a sewer which discharges into another sewer and has only building sewers tributary to it.

Livestock trailer washout means a property where trailers used for hauling livestock are washed

Living plant material includes, but is not limited to, deciduous and coniferous trees, shrubs, vines, perennial plants, cacti, succulents, sod, and native and ornamental grasses. Also includes annual plants provided new plants are planted each year.

Long-term care facility means a health institution that is licensed to provide health care under medical supervision for twenty-four (24) or more consecutive hours to two (2) or more patients including continuum care facilities, hospices, assisted living, and nursing care facilities on a more or less permanent basis.

Lot means the unit into which land is divided on a subdivision plat or deed, with the intention of offering such unit for sale, lease or separate use, either as an undeveloped or developed site, regardless of how it is conveyed. Lot shall also mean parcel, plat, site or any similar term.

Lot area means the total area within the lot lines of a lot, excluding any street rights-of-way.

Lot, corner means a lot abutting on and at the intersection of two (2) or more streets (public rights-of-way).

Lot depth means the average distance measured from the front lot line to the rear lot line.

Lot, double frontage means a lot having a frontage on two (2) nonintersecting streets.

Lot, front means the area of a property between the principal structure and the front lot line.

Lot frontage means the length of front lot line measured at the street(s) right-of-way line.

Lot line, front means the property line dividing a lot from a street. On a corner lot only one (1) street lot line, which generally has the shortest street frontage, shall be considered as a front line.

Lot line, rear means the property line opposite the front lot line.

Lot line, side means any lot lines other than front or rear lot lines.

Lot line, zero means the location of a building on a lot in such a manner that one (1) or more of the building's sides rest directly on a lot line, provided that separations or setbacks between buildings meets all applicable building and fire code provisions.

Lot or property pin means a marker established by certified land survey and set by a registered land surveyor registered in the State of Colorado to establish accurate location of property lines.

Lot, reverse-frontage means a lot which extends continuously between two (2) parallel, or approximately parallel, streets bounding a block and which is abutted along one (1) street frontage by an easement for screen planting. A block containing reverse-frontage lots is composed of one (1) tier of lots rather than the standard two (2) tiers.

Lot width means the distance between the side lot lines, measured congruent with the front lot line.

Manufactured home means any dwelling which is: 1) partially or entirely manufactured in a factory, 2) is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; 3) is installed on an engineered permanent foundation; 4) has brick, wood, or cosmetically equivalent exterior siding and a pitched roof; 5) and is certified pursuant to "National Manufactured Housing Construction and Safety Standards Act of 1974," 42 U.S.C. 5401 et seq. as amended.

Manufacturing/assembly plant means an establishment engaged in the mechanical or chemical transformation of materials or substances into new products, including the assembly of component parts, the creation of products, the blending of materials, and other similar uses.

Massing means the relationship between various masses or volumes of a building or structure.

Mini storage units means a building(s) containing limited size storage areas not to exceed three hundred (300) square feet per unit; designed and used for the keeping of personal property, goods and similar articles of merchandise. Hazardous materials such as flammable liquids, flammable gases and toxic chemicals shall be prohibited.

Mobile home means a manufactured home produced prior to June 15, 1976. No mobile homes are allowed within the City of Evans. Existing mobile homes in place prior to the adoption of the ordinance will be considered legal nonconforming structures.

Molding means any of various long, narrow, ornamental surfaces with uniform cross sections.

Mortuary or funeral home means a building or part thereof used for human funeral services, which may contain space and facilities for preparation of the dead for burial; the storage of caskets, urns and other related funeral supplies; and the storage of funeral vehicles. Funeral homes shall not include crematoriums as accessory uses.

Motor vehicle, recreational vehicle, boat, or utility vehicle, private sales of means the display or attempting action to sell such items that are not owned or titled by the property owner upon which property they may be allowed to be parked.

Multi-planed means having more than one (1) plane visible from each side of a building.

Museum means a building in which objects of historical, scientific, artistic, or cultural interest are stored and exhibited.

National Cooperative Soil Survey means the soil survey conducted by the U.S. Department of Agriculture in cooperation with the State Agricultural Experiment Stations and other federal and state agencies.

Natural resource extraction and treatment means gravel pits, quarries, gas refineries, or any other process of altering or storing a natural resource or removing natural resources from the ground.

Nightclub, bar, tavern means any establishment in which the primary attraction is the sale of alcoholic beverages for on-site consumption or where the sale and consumption of alcoholic beverages is secondary to entertainment such as live music, recorded music, the viewing of broadcasted sporting events, or similar activities.

Off-street parking space means the space required to park one (1) passenger vehicle on private land.

Oil and gas, related uses means all uses related to the procurement, transfer, storage, and sale of crude oil and natural gas resources. These uses include but are not limited to: equipment storage yards, production sites (including oil tanks, well heads, VCU equipment, pig launchers, pig receivers, meter equipment, and separators), injection wells, compressor stations and transfer stations.

Office and financial use means general office-type uses where storage and sale of merchandise is not the principal use. Banks, savings and loan institutions, lending establishments, professional, administrative and business offices and similar uses are included in this definition.

Open space means the land which is used for growing grass, shrubs, trees, plants, or flowers or is covered by decorative rock or stone or wood chips, or is otherwise xeriscaped/landscaped. It is not open space if it is overlaid by buildings, patios, signs, driveways, tennis courts, swimming pools, car ports, paved or graveled areas designed primarily for vehicle parking or areas covered by any other type of structure or

impervious surface. Areas which contain less than one hundred (100) square feet, or have any dimension of less than five (5) feet or which fall within the projected roof area of any building shall not be considered open space.

Outdoor storage means storage of materials, supplies, parts, machines, equipment, containers, operable vehicles, tractor-trailers, unoccupied mobile homes or other items used in conjunction with the principal use of the property and not kept in a permitted structure having at least four (4) walls and a roof. This definition shall not apply to items for sale to the general public such as new and used cars, recreational vehicles, boats and landscape and building materials; nor to parking of vehicles regularly used in connection with the operation of an establishment or parked for less than forty-eight (48) hours for maintenance service. Outdoor storage shall not include the storage of junk as defined by Chapter 19.04 of the Municipal Code.

Owner means an owner includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, leasee, agent, servant, officer or employee of any of them.

Pawn broker means an establishment that engages, in whole or in part, in the business of loaning money on the security of pledges of personal property, or deposits or conditional sales of personal property, or the purchase or sale of personal property.

Parking lot, off-street means public and private parking areas for vehicles which are licensed, are not for sale, and any parking area or structure, not including the right-of-way of a dedicated roadway. Parking will be supplied on a more or less short term basis, and the long term storage of vehicles on site is not permitted.

Pedestrian plaza means an open space, generally open to the public, usually surrounded by buildings and/or streets and improved with an impervious surface.

Permanent monument means any structure permanently placed on or in the ground, including those expressly placed for surveying reference.

Person means an individual, partnership, corporation, association, unincorporated organization, trust or any other legal or commercial entity, including a joint venture or affiliated ownership. The word person also means a municipality or state agency.

Personal service establishment means an establishment serving the personal needs of individuals and includes barbershops, beauty parlors, doctors and dentist offices, shoe repair shops, florist sales, gift and card shops, magazine outlets, jewelry stores, laundry shops, dry-cleaning outlets, and other similar uses.

Planned unit development (PUD) means an area of land, improved as a residential development, or a combination of uses such as residential, educational, recreational, commercial and industrial, in which normal restrictions of lot sizes, setbacks, densities, land uses, and other criteria may be relaxed in return for development conformance to an approved plan for the total parcel.

Planning Commission means the Planning Commission of the City of Evans.

Preliminary plan means the map or maps of a proposed subdivision, and specified supporting materials, drawn and submitted in accordance with the requirements of adopted regulations, to permit the evaluation of the proposal prior to detailed engineering and design.

Plan, sketch means a map of a proposed subdivision, drawn and submitted in accordance with the requirements of adopted regulations, to evaluate feasibility and design characteristics at an early state in the planning.

Plat, final means a map and supporting materials of certain described land, prepared in accordance with subdivision regulations as an instrument for recording of real estate interests with the County Clerk and Recorder.

Public service facilities means municipal fire, police stations, ambulance dispatch and essential public utility and service installations which are owned, operated or used by a governmental entity, or any entity defined as a public utility for any purpose by the Colorado Public Utilities Commission and used in connection with the reproduction, generation, transmission, delivery, collection, or storage of water, sewage, electricity, gas, oil, or electronic signals, and similar uses necessary for the protection and benefit of the public; provided that repair and storage facilities are not included.

Real property means any property that is attached directly to land, as well as the land itself. Real property not only includes buildings and other structures, but also rights and interests.

Reasonably feasible means capable of being accomplished or brought about without undue burden or hardship, whether financial or otherwise.

Recessed window or door means a door or window which exterior plane is offset from the exterior wall by at least twelve (12) inches inward.

Recreational facilities, indoor means establishments primarily engaged in the operation of indoor activities such as exercise and athletic facilities, and amusement and/or recreational services, such as billiard and pool halls, skating rinks, exercise and health clubs, indoor pools, bowling alleys, and similar uses.

Recreational facilities, outdoor extensive means establishments primarily engaged in the operation of large scale, low impact outdoor recreational facilities, such as fishing and riding clubs, golf courses, tennis courts, public playing fields for soccer, baseball, softball, football and similar recreational uses.

Recreational facilities, intensive means recreational facilities which are intensively used and create greater impacts, such as noise, lighting and traffic impacts. Such uses may include but are not limited to, miniature golf courses, golf driving ranges, amusement parks, stadiums, arenas, fairgrounds, zoo areas, go kart and bumper car tracks, slides, skateboard parks, and playing fields for soccer, baseball, softball and football.

Recreational vehicle means a transportable structure that is primarily designed for seasonal recreational/vacation purposes for recreational, camping, and travel use including, but not limited to, boats, travel trailers, campers, snowmobiles, motorcycles, self-propelled motor homes, and similar vehicles/units.

Recreational vehicle (RV) park/campground means any parcel of land upon which two (2) or more recreational vehicles or camp sites are located, established, or maintained for occupancy or living quarters. Such parcel being commercial in nature must comply with all the state and local regulations related to licensing, site design/layout, life safety and health issues. This use does not include the storage of travel trailers, recreational vehicles, boats, snowmobiles, motorcycles or similar vehicles/units.

Recreational vehicle storage means the renting of space in an unroofed area for simultaneous commercial placement/storing of two (2) or more recreational vehicles, including but not limited to, boats, travel trailers, campers, snowmobiles, motorcycles and similar vehicles/units. For the purpose of this definition, a recreational vehicle shall be a transportable structure that is primarily designed for seasonal recreational/vacation purposes for recreational, camping and travel use including, but not limited to, boats, travel trailers, campers, snowmobiles, motorcycles, self-propelled motor homes and similar vehicles/units. This use does not include the storage of these vehicle/units at private residences, provided such vehicles/units stored at residences are owned by persons residing at the residence.

Recycling center means a use involving the collection and processing of recyclable materials for shipment or re-use. Processing includes baling, compacting, flattening, grinding, crushing, mechanical sorting, shredding, melting, cleaning, and remanufacturing.

Repair shops means any building, premises, and/or land in which or upon which buildings used for the repair or servicing of major appliances, vehicles and equipment, such as plumbing shops, electrical shops, sheet metal shops, and automobile garages and similar uses.

Research laboratory means a building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products except as incidental to the main purpose of the laboratory.

Reservation means a legal obligation to keep property free from development for a stated period of time, not involving any transfer of property rights.

Resubdivision means the changing of any existing lot or lots of any subdivision plat previously recorded with the County Clerk and Recorder.

Retail uses, intensive means business uses for the purpose of selling or renting conveniences and hard goods in retail outlets ~~without drive-through windows~~, such as supermarkets, restaurants, liquor stores (subject to licensing requirements), drugstores, wearing apparel shops, hardware stores, variety stores, veterinary offices (without runs), furniture stores, laundry/dry cleaners, and other similar uses. ~~Establishments with drive-through windows that are not open for business between the hours of 10:00 p.m. and 7:00 a.m. may be considered retail uses, intensive.~~

Commented [O1]: delete

Commented [O2]: delete

Retail uses, intensive, small-scale means business uses for the purpose of selling or renting conveniences and hard goods in retail outlets ~~without drive through windows~~, such as supermarkets, restaurants, liquor stores (subject to licensing requirements), drugstores, wearing apparel shops, hardware stores, variety stores, veterinary offices (without runs), furniture stores, laundry/dry cleaners, and other similar uses. These uses shall be limited to three thousand (3,000) square feet in maximum size.

Commented [O3]: delete

Retail uses, extensive means business uses which require large outdoor areas for display of merchandise, service, amusement, or storage, such as farm implement sales, greenhouses/nurseries, automobile and truck sales or rentals, drive-in movies, automotive fueling stations, feed and grain stores, mobile home sales, restaurants ~~with drive through windows~~, other establishments with drive-through windows, and other establishments of a similar nature. ~~However, establishments with drive-through windows that are not open for business between the hours of 10:00 p.m. and 7:00 a.m. may be considered retail uses, intensive.~~

Commented [O4]: delete

Commented [O5]: delete

Roadway means that portion of the street right-of-way designed for vehicular traffic.

Roof, flat means a roof having a slope of less than 1:12, with one (1) being the rise and twelve (12) being the run.

Roof, pitched means a roof having a pitch of at least 1:12, with one (1) being the rise and twelve (12) being the run.

Roof plane means the portion of a roof, whether flat or pitched, by which a straight line would pass through continuously.

Roofline means the profile of or silhouette made by a roof or series of roofs.

Salvage yard means an industrial use for collecting, storing and/or selling scrap metal or discarded material or for collecting, dismantling, storing, salvaging or demolishing vehicles, machinery or other material and including the sale of such materials or parts.

School means and includes any one or more of the following categories: a public school, community college, junior college, college or university or an independent or parochial school which satisfies the compulsory school attendance requirements of the State of Colorado, but the word school does not include dance schools, business schools, trade schools or driving schools or similar uses.

Security residence means a building or a portion thereof, arranged, designed and intended to be occupied by not more than one (1) family, and which is used for the housing of one (1) or more members of any such family for the purpose of providing security for the property of any business which is located on the same property. At least one (1) member of a family living in the security residence must be employed for security purposes by the business which is located on the same property on which the residence is located.

Setback has the same meaning as "yard" defined herein.

Shared driveway means a driveway that serves two (2) or more lots in order to reduce the number of access points onto a public roadway.

Shared parking means the development and use of parking areas on two (2) or more separate properties for joint use by the businesses or residents on those properties.

Staff supervised residential facilities means a state licensed facility or group of buildings used to provide twenty-four-hour supervised residential group care for children between ages three (3) to eighteen (18) years old and for those persons under twenty-one (21) years old who are placed by court order prior to their eighteenth birthday, not intended for placement of violent or repeat offenders.

Street means any street, avenue, boulevard, road, lane, parkway, viaduct, alley or other way for the movement of vehicular traffic, which is an existing state, county, or municipal roadway, or a street or way shown upon a plat, heretofore approved, pursuant to law, or approved by official action, and includes the land between street lines, whether improved or unimproved; and may comprise pavement, shoulders, gutters, sidewalks, parking areas and other areas within the right-of-way. For the purpose of this Title, streets shall be classified as defined in Subsections A through H of this Section:

- A. *Arterial street* means a street or road designed to carry high volumes of vehicular traffic over long distances in a direct manner.
- B. *Collector street* means a street or road designed to collect or distribute vehicular traffic from one (1) or more residential or nonresidential areas to or from an arterial.
 - 1. *Major Collector* shall mean those collector streets which generally carry, or are projected to carry, traffic volumes greater than seven thousand (7,000) vehicles per day when the property which the collector serves is fully developed and which permit relatively unimpeded traffic movement and are intended for use on those routes where four (4) moving lanes are required but where a larger classified street is not warranted.
 - 2. *Minor Collector* shall mean those two-lane collector streets which generally carry traffic volumes up to seven thousand (7,000) vehicles per day and collect and distribute traffic between arterial and local streets and which serve as main connectors within communities, linking one (1) neighborhood with another.
- C. *Cul-de-sac* means a short, dead-end street no longer than five hundred (500) feet, terminating in a vehicular turnaround area.

- D. *Freeway* means a major regional highway, including interstate highways, designed to carry very large volumes of vehicular traffic, with full control of access and all intersections grade-separated. (An expressway is similar to a freeway, except that all intersections need not be grade-separated.)
- E. *Half-street* means a street parallel and contiguous to a property line and of lesser right-of-way width than is required for streets.
- F. *Local street* means a street or road designed to carry vehicular traffic from one (1) or more individual residential or nonresidential units, or from a collector street.
- G. *Service road* means a street or road paralleling and abutting major streets to provide access to adjacent property, so that each adjacent lot will not have direct access to the major street.

Stub street means a street or road extending from within a subdivision boundary and terminating there with no permanent vehicular turnaround. Stub streets are provided to permit adjacent undeveloped parcels of land to be developed later with an adjacent connecting street system.

Storage/utility shed means a detached accessory structure not more than one hundred twenty (120) square feet in extended roof area used to store tools and equipment such as, but not limited to, lawn mowers, bicycles, garden tools, and similar chattels related to the primary permitted use located on the same lot.

Subdivider or developer means any person, firm, partnership, joint venture, association or corporation who shall participate as owner, promoter, developer or sales agent in the planning, platting, development, promotion, sale or lease of a subdivision.

Subdivision means the division of any land into two (2) or more lots, parcels, tracts, plats, sites or separate interests, or such other division, for the purpose, whether immediate or future, of sale or transfer of ownership, or for building or other development, or for the creation of streets or other rights-of-way. Subdivision shall also mean the consolidation, aggregation, and reconfiguration of lots. Unless otherwise specified, the term subdivision does not apply to any of the following divisions of land:

- A. Created by order of a court of competent jurisdiction in this state or by operation of law, provided that the City is given notice of and an opportunity to participate in any judicial proceedings prior to the entry of any such court order;
- B. Created separate but undivided interests in a tract of land such as joint tenancy, tenancy in common, tenancy in entirety, trust, lien mortgage, deed of trust or other security interest, unless such separate interests apply to less than all of the tract;
- C. Which create cemetery lots;
- D. Which create an interest in oil, gas, minerals or water which is severed from the surface ownership or real property; or
- E. Which create a utility easement or an easement unrelated to the use of the surface estate.

Substantial improvement means any change to an existing improvement that causes the size, height, or area to increase by fifty (50) percent or more, or which costs fifty (50) percent or more of the market value of the improvement prior to the change.

Theater means a building, or part thereof, devoted primarily to the showing of motion pictures or for dramatic, dance, musical, or other live or cultural performances.

Transportation facility means facilities for loading, unloading, and transferring passengers, baggage, and incidental freight between modes of transportation. These uses include bus terminals, railroad stations, and public transit stations.

Treatment of humans, restrained means pre-parole facilities, jails, reformatories, mental hospitals, and similar buildings where personal liberties are restrained.

Use means the activity or function that actually takes place or is intended to take place on a lot or in any building.

Vocational school means a specialized instructional establishment that provides on-site training, including dance schools, driving schools, hairdressing schools, and other similar uses. This definition does not include training in an activity that is not an allowed use in the zoning district in which the property is located. Incidental instruction in conjunction with a principal use shall not be considered a vocational school.

Wall, parapet means an exterior wall that rises above the roof on all sides of a building, usually to screen mechanical or other equipment.

Wall, partial parapet means an exterior wall that rises above the roof on one or more, but not all, sides of a building, usually to screen mechanical or other equipment.

Warehouse means any site used primarily for the storage of goods, materials, or equipment other than mini-storage units.

Yard means an open space that lies between the principal building or buildings and the nearest lot line. The minimum required yard as set forth in the ordinance is unoccupied and unobstructed from the ground upward other than landscaping, except as may be specifically provided in the zoning ordinance.

Yard, front means a space extending the full width of the lot between any building and the front lot line and measured perpendicular to the building at the closest point to the front lot line.

Yard, rear means a space extending across the full width of the lot between the principal building and the rear lot line and measured perpendicular to the building to the closest point of the rear lot line.

Yard, side means the space extending from the front yard to the rear yard between the building and the side lot line and measured perpendicular from the side lot line to the closest point of the principal building.

Yard, street side means the space extending from the front yard to the rear yard between the building and the side lot line abutting a street and measured perpendicular from the side lot line to the closest point of the principal building.

18.04 – Zoning

18.04.010 – Establishment of Districts

A. In order to carry out the purpose and provisions of this Title, the City is divided into the following zoning districts:

AG	Agricultural district
85-O	US 85 Office district
85-RC-A	US 85 Retail & Commercial – Auto
85-RC-N	US 85 Retail & Commercial – Neighborhood
85-RC-R	US 85 Retail & Commercial – Regional Corridor
C1	Commercial low intensity district
C2	Commercial medium intensity district
C3	Commercial high intensity district
I1	Light industrial district
I2	Medium industrial district
I3	High industrial district
PF	Public Facilities
PUD	Planned Unit Development
R1	Single-family residential district
R1E	Single-family estate residential district
R2	Two-family residential district

R3	Multifamily residential district
RC	Residential commercial district
RMFH	Manufactured housing district
RMH	Mobile Home community district

- B. The use of property as a medical marijuana center, optional premises cultivation, or medical marijuana-infused products manufacturing are all uses prohibited in any zoning district.
- C. The use of property as a retail marijuana store, retail marijuana cultivation facility, retail marijuana products manufacturing facility, marijuana testing facility or marijuana club are all uses prohibited in any zoning district.
 - 1. Marijuana club means a place not used for residential purposes where individuals gather to consume or grow marijuana, regardless of whether such place calls itself private or public or charges an admission or membership fee.

Commented [FS6]: retail

18..04.020 – Zoning Map

- A. The location and boundaries of the districts established by this Title are shown upon the Official Zoning Map for the City of Evans.
- B. Rules for interpreting district boundaries.
 - 1. Where uncertainty exists as to the boundaries of any zoning district shown on the official zoning map, the following rules shall apply:
 - a. Where such boundaries are indicated as approximately following streets and alley lines or lot lines, such lines shall be construed to be such boundaries.
 - b. In unsubdivided property or where a zoning district boundary divides a lot, the location of any such boundary shall be determined by legal description.
 - c. In case further uncertainties exist, the City Council, upon written application or upon its own motion, shall determine the location of such boundaries;.
 - d. Where a street or alley is officially vacated, the property formerly in that street or alley shall be included within the zoning district of the adjoining property on either side thereof. In the event a street or alley separates two (2) or more different zoning districts, the new zoning district boundary shall be the centerline of such vacated street or alley.

- e. When possible, zone districts shall follow alleys, rear or side property lines and not centerlines of street rights-of-way.

18.04.030 – AG – Agricultural District.

- A. The purpose of the AG zone district is to provide a district that encourages and preserves agricultural uses in the City, as well as providing a district for properties within the City which are currently being used for agricultural purposes and/or which have no other future land use proposed at this time, or may be in a transitional stage with regard to development.
- B. Those land uses which are permitted, those which may be permitted through special use review, or land uses which are prohibited are shown in the table below. Land uses not specifically listed on the Table below shall be presumed to be prohibited.

Agricultural Zone District Use Standards	
Land Use	Zone District
	Agricultural
	AG
P = Permitted Uses S= Special Uses [blank] = Prohibited Uses	
Agriculture	P*
Dwelling, single-family	P*
Dwelling, manufactured home	P*
Dwelling, factory-built home	P*
School	P
Public service facilities	P
Accessory Uses	P
Animals confined	S

Cemetery	S
Kennel	S
Recreations facilities, outdoor extensive	S
Security residence	S*

* Maximum of one (1) dwelling unit per forty (40) acres.

- C. The purpose of this section is to set forth regulations governing lot size, lot coverage and setbacks, building height, and open space requirements and to encourage building and development design which is related to and compatible with its surroundings.

Agricultural Zone District Dimensional Standards	
Standard	AG
Setbacks (From Lot Line)	
Min. Front (feet)	25
Min. Interior Side (feet)	Five (5) feet for buildings up to fifteen (15) feet in height, plus one (1) foot for each three (3) feet, or fraction thereof, of height in excess of fifteen (15) feet
Min. Side Street (feet)	25
Min. Rear	20
Max. Lot Size (%)	Two (2) acres maximum one (1) dwelling unit per forty (40) acres
Min. Open Space (%)	N/A

Max. Height (feet)	Thirty-five (35) feet for residential buildings, sixty (60) feet for agricultural buildings or structures
--------------------	---

D. If development abuts the US 85 Overlay District, all development shall be reviewed for conformity with neighboring development at the time of application.

18..04.040 –Commercial Districts

- A. Low Intensity Commercial District (C-1). The purpose of this zone is to provide for appropriately located groups of retail stores and service establishments serving the daily needs of a local neighborhood having such character, scale, appearance and operation as to be compatible with the character of the surrounding residential areas.
- B. Medium Intensity Commercial District (C-2). The purpose of this zone is to provide an area which serves as a transitional zone between nearby residential uses and high intensity commercial uses.
- C. High Intensity Commercial District (C-3). The purpose of this zone is to provide an area for serving the daily needs of the total community.
- D. Those land uses which are permitted, those which may be permitted through special use review, or land uses which are prohibited are shown in the table below. Land uses not specifically listed on the Table below shall be presumed to be prohibited.

Commercial Zone Districts Use Standards			
Land Use	Zone District		
	Commercial		
	C-1	C-2	C-3
P = Permitted Use S= Special Uses [blank] = Prohibited Uses			

Accessory use	P	P	P
Adult business, subject to licensing requirements			P
Car wash facilities			S
Cemetery			S
Commercial residence		S	P
Community facilities	P	P	S
Congregate residence	S	S	
Crematorium	P	P	P
Day care center	P	P	P
Hospital	S	S	P
Kennel	S	P	P
Long-term care facilities	S	P	P
Mini storage units	S	S	S
Mortuary or funeral home	P	P	P
Multifamily residential	S	S	S
Nightclub, bar, tavern		P	P
Office and financial uses	P	P	P
Parking lot, off-street	P	P	P
Personal service establishments	P	P	P
Public service facilities	P	P	P
Recreational facilities, indoor	P	P	P

Recreational facilities, intensive	S	P	P
Recreational facilities, outdoor extensive	P	P	P
Recreational vehicle storage			S
Recreational vehicle, (RV) park/campground			S
Repair shops	S	S	S
Research laboratory		S	P
Retail uses, extensive	S	P	P
Retail uses, intensive	P	P	P
School	P	P	P
Security residences	S	S	S
Staff supervised residential facilities	S		
Theater	P	P	P
Vocational school	S	S	S

E. The purpose of this section is to set forth regulations governing lot size, lot coverage and setbacks, building height, and open space requirements and to encourage building and development design which is related to and compatible with its surroundings.

Commercial Zone Districts Dimensional Standards			
Standard	C-1	C-2	C-3
Setbacks (From Lot Line)			
Min. Front (feet)	25	25	25
Min. Side (feet)	5	5	5

Min. Side Street (feet)	25	25	25
Min. Rear (feet)	5	5	5
Max. Lot Coverage (%)	80	80	80
Min. Open Space (%)	N/A	N/A	N/A
Max. Height (feet)	35	35	40

F. If development abuts the US 85 Overlay District, all development shall be reviewed for conformity with neighboring development at the time of application.

18.04.050 – Highway 85 Districts

- A. Highway 85 Office District (85-0). The purpose of this zone is to provide professional employment space opportunities in close proximity to vibrant retail centers near to and in the Highway 85 Overlay District. The 85 Office District will have direct access to quality retail uses, as well as pedestrian and park amenities. **This District may also allow limited retail uses.**
- B. Highway 85 Retail and Commercial - Neighborhood District (85-RC-N). The purpose of this zone is to create a vibrant downtown mixed-use pedestrian oriented retail experience. This area will provide retail establishments that cater to local residents, businesses in the area, and the neighborhoods surrounding the Highway 85 Overlay District.
- C. Highway 85 Retail and Commercial - Auto District (85-RC-A). The purpose of this zone is to create a vibrant commercial district that will provide services for both local residents and US Highway 85 Commuters. Development will offer large-scale retail opportunities along with pedestrian-oriented experiences that accommodate the surrounding land uses with the allowance of new automobile sales. All development will be subject to US Highway 85 Overlay District Design Standards.
- D. Highway 85 Retail and Commercial - Regional Corridor District (85-RC-R). The purpose of this zone is to create a strongly anchored vibrant commercial district that will provide services for both local residents and US Highway 85 commuters. Development will be subject to US Highway 85 Overlay District Design Standards.
- E. Those land uses which are permitted, those which may be permitted through special use review, or land uses which are prohibited are shown in the table below. Land uses not specifically listed on the Table below shall be presumed to be prohibited.

Commented [07]: Add

Highway 85 Zone Districts Use Standards				
Land Use	Zone District			
	Highway 85			
	85-O	85-RC-N	85-RC-A	85-RC-R
P = Permitted Uses S= Special Uses C=Conditional Uses [blank] = Prohibited Uses				
Accessory use	P	P	P	P
Adult business, subject to licensing requirements				
Art, dance, music studio	*1	P		
Commercial residence			P	P
Community facilities	S	P		
Day care center	P	P		
Dwelling, townhouse		P		
Dwelling, condominium		P		
Home occupation		P		
Hospital	S			
Kennel		S		
Long-term care facilities	S			
Mini storage units	S			

Commented [O8]: delete

Commented [FS9]: add footnote

Medical offices	P			
Motor vehicle, recreational vehicle, boat, or utility vehicle, private sales of. (Limited to NEW vehicles)			P	
Museum		S		
Nightclub, bar, tavern		P		
Oil and gas, related uses			CS	S
Office and financial uses	P		P	P
Outdoor sales		CS	S	S
Parking lot, off-street				
Personal service establishments	P	P		
Public service facilities	P			
Recreational facilities, indoor		P	P	P
Research laboratory	P			
Retail uses, extensive	I*			
Retail uses, intensive	I*		P	P
Retail uses, intensive, small-scale	I*	P		
School	S			
Theater			P	P
Vocational school	S			

Commented [O10]: CHANGE

Commented [O11]: new

Commented [O12]: new

Commented [O13]: new

I* These uses are permitted with the limitation that they comprise no more than 15% of the Total Gross Floor Area of the structure.

Commented [FS14]: add footnote reference

The purpose of this section is to set forth regulations governing lot size, lot coverage and setbacks, building height, and open space requirements and to encourage building and development design which is related to and compatible with its surroundings.

Highway 85 Zone Districts Dimensional Standards				
Standard	85-O	85-RC-N	85-RC-A	85-RC-R
Setbacks (From Lot Line)				
Min. Front (feet)	25	5	15	15
Min. Side (feet)	0/10*4	0/5*3	0/10*4	0/10*4
Min. Side Street (feet)	10	5	15	15
Min. Rear (feet)	/10*4	5	15	15
Max. Lot Coverage (%)	70	80	70	70
Min. Open Space (%)	*1	*1	*1	*1
Max. Height (feet)	40*2	35*2	40*2	40*2

Commented [O15]: remove foot note 3 & 4 so setbacks would be 10,5,10,10 respectively

Commented [O16]: add

Commented [O17]: remove foot note. Make setback 10 feet.

*1 = In accordance with Ch. 1962 of the Evans Code

*2 = Measurement includes additional architectural detail added to the top of each elevation

~~*3 = If development is not located at a zero foot setback, the setback shall be five (5) feet~~

~~*4 = If development is not located at a zero foot setback, the setback shall be ten (10) feet~~

Commented [O18]: what section is this??

Commented [O19]: Delete both 3 & 4

Commented [KS20]: This is not clear. Which setback applies or does the developer get to choose?

F. All development shall be reviewed for conformity with neighboring development at the time of application

18.04.060 – Industrial Districts

A. Light Industrial Uses (I-1). The purpose of this zone is to provide a district in which light industry and similar uses are located. These uses are to be low-impact and any environmental effects generated must be kept within the buildings where they are produced. Light industry consists of scientific research; limited manufacturing; compounding, assembly, processing or treatment of products; food and beverage processing; and similar limited industrial uses in which the environmental effects of the operation are confined within the principal buildings.

B. Medium Industrial District (I-2). The purpose of this zone is to provide a district in which light and medium industrial and similar uses are located. Within these districts, any environmental

impacts must be confined to the property on which they are generated. Medium industry consists of any industrial or manufacturing operation subject to acceptable safeguards to control potential nuisances and hazardous effects to the premises.

- C. Heavy Industrial District (I-3). The purpose of this zone is to provide a district in which heavy industrial uses are located. Heavy industry consists of uses such as used auto parts, quarry and gravel pits, asphalt plants, large-scale industry, incinerators and other similar operations which so create nuisances and hazardous effects beyond their premises.
- D. Those land uses which are permitted, those which may be permitted through special use review, or land uses which are prohibited are shown in the table below. Land uses not specifically listed on the Table below shall be presumed to be prohibited.

Industrial Zone Districts Use Standards			
Land Use	Zone District		
	Industrial		
	I-1	I-2	I-3
P = Permitted Uses S= Special Uses [blank] = Prohibited Uses			
Accessory use	P	P	P
Adult business, subject to licensing requirements	P	P	P
Animals confined		S	S
Auction yard			S
Car wash facilities	S	S	S
Cemetery	S	S	S
Commercial residence		P	

Community facilities			
Congregate residence			
Crematoriums	P	P	P
Day care center			
Flammable liquids storage	P	P	P
Flea market	P	P	P
Hospital			
Industrial uses facility	P	P	P
Junkyards			S
Kennel	P	P	P
Livestock trailer washout			S
Long-term care facilities			
Manufacturing/assembly plant	P	P	P
Mini storage units	P	P	P
Mortuary or funeral home	P		
Multifamily residential			
Natural resource extraction and treatment			P
Office and financial uses	P	P	P
Parking lot, off-street	P	P	P
Personal service establishments	P	P	P
Public service facilities	P	P	P

Recreational facilities, indoor	S	S	S
Recreational facilities, intensive	P	P	P
Recreational facilities, outdoor extensive	P	P	P
Recreational vehicle storage	P	P	P
Recreational vehicle, (RV) park/campground	S	S	S
Recycling center			S
Repair shops	P	P	P
Research laboratory	P	P	P
Retail uses, extensive	P	P	P
Retail uses, intensive	P	P	P
School			
Security residences	S	S	S
Staff supervised residential facilities			
Theater			
Treatment of humans, restrained	S	S	S
Vocational school	S	S	S
Warehouse	P	P	P

- E. The purpose of this section is to set forth regulations governing lot size, lot coverage and setbacks, building height, and open space requirements and to encourage building and development design which is related to and compatible with its surroundings.

Industrial Zone Districts Dimensional Standards			
Standard	I-1	I-2	I-3
Setbacks (From Lot Line)			
Min. Front (feet)	25	25	25
Min. Side (feet)	30*1	30*1	30*1
Min. Side Street (feet)	25	25	25
Min. Rear (feet[021])	20 *1	20 *1	20 *1
Max. Lot Coverage (%)	80	80	80
Open Space (%)	N/A	N/A	N/A
Max. Height (feet)	40	40	60

*1 = Setback from adjacent residentially zoned properties[KS22] shall be 30 feet.[023]

F. All development shall be reviewed for conformity with neighboring development at the time of application

18.04.070 – Public Facilities District

- A. The purpose of this zone is to increase public services within the City of Evans.
- B. Those land uses which are permitted, those which may be permitted through special use review, or land uses which are prohibited are shown in the table below. Land uses not specifically listed on the Table below shall be presumed to be prohibited.

Public Facilities Zone District Use Standards	
Land Use	Zone District

	Public Facilities
	PF
P = Permitted Uses S= Special Uses [blank] = Prohibited Uses	
Open space	P
Parking lot, off-street	P
Public service facilities	P
Transportation facilities	P

- C. The purpose of this section is to set forth regulations governing lot size, lot coverage and setbacks, building height, and open space requirements and to encourage building and development design which is related to and compatible with its surroundings.

Public Facilities Zone District Dimensional Standards	
Standard	PF
Setbacks (From Lot Line)	
Min. Front (feet)	25
Min. Interior Side (feet)	0/10 ^{*3}
Min. Side Street (feet)	0/10
Min. Rear	0/10 ^{*3}
Max. Lot Size (%)	70
Min. Open Space (%)	*1
Max. Height (feet)	40 ^{*2}

*1 = In accordance with Chapter 19.62 of the Evans Municipal Code

*2 = Forty (40) feet will include additional architectural detail added to the top of each elevation

*3= If development is not located at a zero foot setback, the setback shall be ten (10) feet [KS24]

- D. If development abuts the US 85 Overlay District, all development shall be reviewed for conformity with neighboring development at the time of application.

18.04.080 – Residential Districts

- A. Single-Family Estate Residential District (R-1E). The purpose of this zone is to provide a district that preserves the rural openness that defines the identity of the area. The densities and permitted uses are established to enhance the agricultural and open residential character. The allowable nonresidential in the R1E zone district are intended to be harmonious with agricultural uses and low density residential living and should support the local district.
- B. Single-Family Residential District (R-1). The purpose of this zone is to provide a district that is centered on the single-family home neighborhood. The densities and uses required in this district are established to enhance the open residential character that is typical to a low density nonbusiness zone district. The allowable nonresidential uses permitted are intended to be harmonious with low density residential living and should support the local neighborhood.
- C. Residential Manufactured Housing District (RMFH). The purpose of this zone is to provide a district that is centered on the single-family home neighborhood. The densities and uses required by this district are established to enhance the open residential character that is typical to a low density nonbusiness zone district. The allowable nonresidential uses listed in this district are intended to be harmonious with low density residential living and should support the local neighborhood. The purpose of the RMFH standards is to ensure a quality development and environment for the owners of manufactured and factory built housing.
- D. Two-Family Residential District (R-2). The purpose of this zone is to provide a district that is centered on the duplex/town house/condominium neighborhood. The regulations required in this district are established to enhance the multi-family residential character that is typical to a medium density nonbusiness zone district. The allowable nonresidential uses listed in this district are intended to be harmonious with medium density residential living and should support the local neighborhood.
- E. Multifamily Residential District (R-3). The purpose of this zone is to provide a district that is centered on the multifamily/apartment neighborhood. The regulations required by this Chapter are established to enhance the multifamily residential character that is typical to a high density nonbusiness zone districts. The allowable nonresidential uses listed here are intended to be harmonious with high density residential living.

- F. Residential Manufactured Home District (RMH). The purpose of this zone is to support the Evans Comprehensive Plan and to protect health, safety, welfare, compatibility and property values within the City.
- G. Residential Commercial District (RC). The purpose of this zone is to provide a district which combines, on a scale sufficient to permit the application of efficient master planning, the multiple uses of residences, offices, services, medical offices and facilities, pharmacies, recreation and associated uses. To the extent practicable, development should serve to de-emphasize the use of the individual motor vehicle within the district. Dwelling units shall be an important component of the residential commercial district and should be thoroughly dispersed throughout the district in diverse forms and sizes. Public spaces shall be encouraged and give strong consideration within any intensely developed commercial or office areas.
- H. Those land uses which are permitted, those which may be permitted through special use review, or land uses which are prohibited are shown in the table below. Land uses not specifically listed on the Table below shall be presumed to be prohibited.

Residential Zone Districts Use Standards							
Land Use	Zone District						
	Residential						
	R-1E	R1	R2	R3	RC	RMFH*2	RMH*
P = Permitted Uses S= Special Uses [blank] = Prohibited Uses							
Accessory building/structure	P	P	P	P	P	P	
Accessory use	P	P	P	P	P	P	
Community facilities	S	S	S	S	P	S	
Congregate residence				S	S		
Day care center	S	S	S	S	S	S	

Dwelling, single-family residential	P	P	P	P	P	P	
Dwelling, two-family			P	P	P		
Dwelling, multifamily				P	P		
Dwelling, condominium			P	P	P		
Dwelling, townhouse			P	P	P		
Factory-built home						P	
Farming	P	P	P	P	P	P	
Group homes	S	S	S	P	P	S	
Long-term care facilities	S	S	S	S	S	S	
Manufactured home						P	
Mini storage units					S		
Office and financial uses					P		
Personal service establishments					P		
Public service facilities	P	P	P	P	P	P	
Recreational facilities, indoor					S		
Recreational facilities, outdoor extensive	S	S	S	S	S	S	
Repair shops					S		
Retail uses, extensive					S		
Retail uses, intensive					P		
Research laboratory					S		
School	P	P	P	P	P	P	

Staff supervised residential facilities				P			
Telecommunication facilities	S			S	S		
Vocational schools					S		

Uses outlined in Chapter 19.22

^{*2}All manufactured housing shall be installed in accordance with the ICBO Guidelines for Manufactured Housing Installation, as adopted by the City. Ownership of the structure and ownership of the lot shall be recorded as a single deed with Weld County, Colorado. Separate title to the structure shall not be permitted.

- I. The purpose of this section is to set forth regulations governing lot size, lot coverage and setbacks, building height, and open space requirements and to encourage building and development design which is related to and compatible with its surroundings.

Residential Zone Districts Dimensional Standards								
Standard	R-1E	R1	R2	R3	RC-res	RC-com	RMFH	RMH
Setbacks (From Lot Line)								
Min. Front (feet)	25	25	25	25	25	25	20	Ch.19.22
Min. Side (feet)	10 ^{*1}	^{*3}	^{*3}	^{*3}	^{*3}	30 ^{*6}	^{*3}	Ch.19.22
Min. Side Street (feet)	20	15	15	15	15	25	15	Ch.19.22
Min. Rear	30	20	20	20	20	30*6	15	Ch.19.22
Max. Lot (size/coverage)	13,000 sf	^{*4}	^{*4}	^{*4}	^{*4}	80%	^{*4}	Ch.19.22
Min. Open Space (%)	N/A	N/A	45	45	45 (MF)	N/A	N/A	Ch.19.22
District Area	N/A	N/A	N/A	N/A	N/A	N/A	^{*5}	Ch. 19.22

Max. Height (feet)	*2	*2	*2	*2	*2	35	*2	Ch.19.22
--------------------	----	----	----	----	----	----	----	----------

- *1 = In addition[al] one (1) foot for each three (3) feet of building height or fraction thereof
- *2 = Three (3) stories or thirty-five (35) feet, whichever is less
- *3 = Five (5) feet or one (1) foot for each three (3) feet of building height or fraction thereof
- *4 = Two (2) times total floor area but not less than six thousand (6,000) square feet
- *5 = Two (2) contiguous acres
- *6 = Setback from adjacent residentially zoned properties

J. If development abuts the US 85 Overlay District, all development shall be reviewed for conformity with neighboring development at the time of application.

18..04.090 – RMH – Residential Manufactured Home District

A. Purpose

The regulations contained within this Section are intended to be the minimum standards. Higher or additional standards may be required to meet the intent of the zoning district. The standards contained within this zoning district are not intended to apply to manufactured home parks zoned PUD (Planned Unit Development). It is the intention of the City that if an existing unincorporated manufactured home park is annexed to the City, a specific Manufactured Home Park Plan for that park will be addressed in an annexation agreement for the property.

B. Definitions

Abandoned or abandonment shall mean include the following: conditions indicating abandonment of a mobile or manufactured home shall include, but shall not be limited to, lack of occupancy with no forwarding information or signage indicating the home is for rent or for sale and/or windows or doors that are not secured. A mobile or manufactured home that is cited under the abatement of Dangerous Building Code with a notice and order and is not brought into compliance with the building code within thirty-days' notice of said violation shall be considered for the purpose of this Chapter to be abandoned. Abandoned mobile or manufactured homes shall not be considered legal, nonconforming structures under this Code.

Existing manufactured home park shall mean one of the four (4) existing manufactured home parks zoned RMH within the City at the time of repeal and re-adoption of this Chapter. Any existing manufactured home park that is redeveloped as defined herein or discontinues its manufactured home park use as defined herein for three (3) or more consecutive months shall no longer be considered an existing manufactured home park under this Chapter.

Redevelopment shall mean substantial changes to a manufactured home park which may include, but not be limited to, an increase in the area of the manufactured home park, decrease in open space, or increase in the number of manufactured home spaces or detached structures such as

offices or clubhouse but not including sheds, carports or garages, or other changes in layout, including streets or size and shape of spaces (unless combining spaces).

C. Existing manufactured home parks.

1. Existing manufactured home parks shall not be increased in land area, number of structures, or spaces; nor shall the size or location of parks, open space or roadways be changed.
2. Only one (1) manufactured home shall be allowed on a manufactured home space.
3. It shall be a violation of the Municipal Code for any owner of any home to abandon such home within the City. Once a home has been abandoned, the manufactured park owner shall have one hundred twenty (120) days to obtain title to the home. At any time during said one hundred twenty (120) days or upon reaching the one hundred twenty (120) days, the park owner shall be required to provide proof of reasonable attempts to obtain title to the home. That proof can include, but is not limited to, a certified copy of correspondence to the County and/or State, an application filed with the County and/or State, letters from the County and/or State or other forms of written documentation. Reasonable attempts to obtain title to the home shall be a defense to any citation regarding failure to obtain title to the home.
4. Upon obtaining title to such home, a manufactured home park owner shall have thirty (30) days to remove or bring such home into compliance with all applicable building code requirements and the requirements of **Section 19.22 of the Municipal Code**. Failure to provide adequate proof of reasonable action to secure a transfer of title or to provide adequate proof of meeting current code requirements shall be a violation of this Section and shall subject the manufactured park owner to penalties. Every day of violation will be considered a separate violation subjecting the manufactured park owner to a separate penalty for each day such violation continues. The maximum penalty for violation will be one thousand dollars (\$1,000) per day. The park owner shall not be liable for any penalties if, prior to the end of the thirty-day period set forth above, the park owner has contracted with a mover to remove the home from the park or contracted with a licensed contractor to repair said home to bring it into compliance with applicable building code requirements and the requirements of **Section 19.22 of the Municipal code**. The time frame for the removal or repair of the home shall be a reasonable time frame based upon the availability of contractors and materials as well as weather conditions.
5. No hazardous, combustible, flammable or chemical storage shall be allowed under a manufactured home, on the roof of a manufactured home or on the roof of any accessory structure. Both the owner of the manufactured home and the owner of the manufactured home park shall be held responsible for such violation in accordance with Chapter 1.16 and 1.17 of the Municipal Code. In addition to the requirements **of 19.48.060**, Home Occupations, and notwithstanding any provision to the contrary, no customer/client visits to a manufactured home in conjunction with a home occupation shall be permitted. Resident managers are specifically allowed.

6. No structural enlargement or exterior addition to any manufactured home shall be permitted. This provision shall not be construed as applying to unenclosed carports, patios, decks, porches, awnings or similar unenclosed additions required in this Chapter and for which a valid building permit was issued.
7. It shall be the responsibility of the manufactured home owner to obtain all required building permits for detached accessory structures, including but not limited to sheds, carports, and garages, as well as any required appurtenances attached to a manufactured home, such as entryway stairs and landings. The manufactured home owner or designee shall show written evidence that the park owner has approved any and all detached accessory structures as described above prior to the city permit being issued.
8. No detached accessory structure, excluding fences, shall be closer than ten (10) feet from a home or accessory structure on a separate home space or any exterior property line of the property or any public right-of-way. The distance between a detached accessory structure and a home or accessory structure on the same home space shall be in accordance with the building code as adopted in the Municipal Code.
 - a. Each home space shall be limited to the following accessory structures:
 - (1) One (1) detached garage or carport not exceeding six hundred (600) square feet.
 - (2) One (1) unenclosed porch and/or covered entry, or one (1) enclosed porch and/or covered entry with less than one hundred twenty (120) square feet of extended roof area, per exterior door of the manufactured home unit.
 - (3) Awnings.
 - (4) One (1) storage shed no greater than three hundred (300) square feet of extended roof area and no taller than eight (8) feet in height.
9. Accessory buildings not on home spaces such as offices (separate from a home), clubhouses and laundry buildings shall not be replaced with homes or home spaces.
10. Each home space shall have two (2) paved, off-street parking spaces measuring at least one hundred seventy-one (171) square feet each (minimum dimensions of nine [9] feet by nineteen [19] feet), which may be located side by side or end to end. Garage and carport spaces shall count toward this requirement. This requirement shall not apply to home spaces that have two (2) designated, striped, paved parking spaces (minimum dimensions of nine [9] feet by nineteen [19] feet) adjacent to the manufactured home space provided such parking spaces and the adjacent roadway conform to the following requirements.
11. No parking shall be permitted on any private roadways unless twenty (20) feet minimum of unobstructed traveled roadway is maintained at all times. Roadways that are thirty-two (32) or

more feet wide (paved) may be designated for parking on both sides of the street with painted white lines perpendicular to the travel way. Roadways that are between twenty-six (26) and thirty-two (32) feet wide (paved) may be designated for parking on only one (1) side of the street with painted white lines perpendicular to the travel way. Roadways less than twenty-six (26) feet wide (paved) shall not have any on-street parking permitted. The park owner shall install signs stating "No Parking - Fire Lane" or "Parking This Side Only" or similar as approved by the City on each side of every roadway less than thirty-two (32) feet in width. Vehicles parked in violation of this Section may be ticketed and/or towed by the Evans Police Department in accordance with Subsection 10.04.030.M of this Code.

12. The park owner shall install and maintain a directory poster at or near each entrance to the manufactured home park to assist fire, police and service personnel in locating particular home spaces within the park. Such poster shall be at least five (5) feet wide by four (4) feet tall and shall depict an aerial (plan) view of the park with each space number clearly marked.
13. Signage advertising the park shall be in accordance with [Subsection 19.45.080.E](#).
14. The park owner shall provide adequate trash service. Adequate trash service shall be defined as individual service to each home by the City or its contractor in accordance with Subsection 8.04.090.E. or provision of trash receptacles within the park meeting the following requirements: such receptacles shall be screened on three (3) sides by a six-foot privacy fence or wall and such receptacles shall be located such that no home without individual trash service is more than two hundred (200) feet from a trash receptacle.

D. License and license fees.

It is unlawful for any person, firm or corporation to establish, maintain or operate, or permit to be established, maintained or operated, any manufactured home park/community within the City without first having secured a license pursuant to Section ***.

E. Replacement manufactured homes.

1. Manufactured homes shall only be allowed in parks zoned RMH.
2. Manufactured homes shall be certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, U.S.C., § 5401 et seq., as amended, and shall bear an insignia indicating such and the date of manufacture. No mobile home manufactured prior to 1976 shall be allowed to be installed within the City.
 - a. Exception. A mobile home that does not meet the preceding requirement but that existed within the City prior to the adoption of this regulation may be relocated within the City provided such home is relocated to a space at least one hundred (100) feet farther from any public right-of-way than the space it previously occupied.

3. No manufactured home manufactured more than ten (10) years prior to the date of its installation shall be allowed to be installed within the City unless such home meets the following architectural standards:
 - a. The exterior of the home is free of any obvious deterioration or signs of lack of maintenance; for example, any missing or broken shutters or trim, damaged roofing or siding, faded or peeling paint, or similar damage or deterioration.
 - b. Minimum roof pitch of 3:12 (one [1] foot rise for each three [3] feet of horizontal run) or roof pitches that are designed to allow for "green" building measures such as water collection or growing of gardens.
 - c. Roof material of asphalt shingles or colored, nongalvanized standing seam material.
 - d. Exterior siding material of wood or vinyl siding or stucco or material equivalent in appearance, or siding that is of similar appearance and meets green building standards such as recycled concrete or metal.
 - e. Skirting material of stucco or material similar in appearance to stucco or vinyl skirting in good repair that is compatible with the home.
 - f. This Subsection shall not apply to a mobile home that is moved from one mobile home space to another space within the same mobile home park as long as the space to which it is being moved is farther from any public right-of-way than the space from which it is being moved.
 - g. Two (2) or more compatible or complementary colors on exterior of home, including the colors on shutters or trim, if any.
4. No person shall install any manufactured home within the City without first obtaining a building permit from the City. The application for the permit shall be on a form provided by the City and shall be signed by both the owner of the home and the owner of the park, or their representatives. A permit for a manufactured home shall not be issued by the City if the park has any pending or outstanding Municipal Code violations that have not been corrected after due notice.
5. Any home that is removed from its space shall not be replaced by another home except in conformance with the Municipal Code.
6. No home shall be removed from a park without first obtaining a house-moving permit from the City.
7. No home shall be occupied prior to issuance of a certificate of occupancy. Prior to issuance of a certificate of occupancy the City shall inspect the home to ensure it is located and set in

accordance with this Chapter, applicable building code requirements and any other relevant provision of this Code. All homes shall be connected to public water and sewer service and gas and/or electricity service prior to issuance of a certificate of occupancy. Issuance of a certificate of occupancy shall require that all accessory structures on the space on which the manufactured home is located comply with the requirements of this Chapter.

8. Required internal and public setbacks.
 - a. No home, exclusive of trailer hitches and eaves shall be located within ten (10) feet of any other home. No decks, stairs or other appurtenances shall be located within six (6) feet of a home or the decks, stairs or other appurtenances on another home space.
 - b. No home, exclusive of trailer hitches and eaves, but including any carports, decks, awnings, or other additions, shall be located within twenty-five (25) feet of any public right-of-way.
 - c. No home, exclusive of trailer hitches and eaves shall be located within ten (10) feet of any perimeter property line of the park. No decks, stairs or other appurtenances shall be located within five (5) feet of any perimeter property line.
 - d. [Reference Table 19.22](#) for detailed information.
9. Trailer hitches must be removed or concealed with material similar in appearance to the siding of the home prior to issuance of a certificate of occupancy.
10. Manufactured homes shall be fully skirted prior to issuance of a certificate of occupancy. Such skirting shall be durable, rigid weather-resistant material.
11. Prior to issuance of a certificate of occupancy, the space unit number shall be indicated on the home or on the space so that the space is clearly identifiable from the nearest street.
12. The maximum height of any manufactured home or garage accessory to a manufactured home shall be fifteen (15) feet.
13. Manufactured homes located within seventy-five (75) feet of a public right-of-way shall have the following additional requirements:
 - a. There shall be a minimum of one (1) two-inch caliper tree planted between the home and each right-of-way. Such trees shall be of a species listed on the City's approved landscape planning list. Existing trees shall be considered as meeting this requirement only if they are in good condition and of a species listed on the City's approved landscape planning list. The park owner shall be responsible for ensuring that such trees are maintained and watered and shall promptly replace any diseased, dead or dying trees. City staff shall have the discretion to allow the placement of trees required by this Subsection to be relocated to other areas of the park or adjacent land if such areas would be more suitable for such trees.

Alternative plans for improvements in lieu of trees may be proposed by a park owner for review and consideration of approval by the Planning Commission.

- b. The side of the manufactured home nearest the right-of-way shall contain at least one (1) window with a minimum area of four (4) square feet.

F. New and redeveloped manufactured home parks.

No park shall be developed, nor shall an existing park be redeveloped or the use of a park be recommenced after having been discontinued (regardless of whether such discontinuance was voluntary or involuntary and regardless of the cause of the discontinued use), as defined herein, for three (3) or more consecutive months, without first obtaining Manufactured Home Park Plan approval by the City Council by ordinance. The Manufactured Home Park Plan shall conform to all of the requirements for planned unit developments (PUD) as written in Chapter 18.28, planned unit developments, and shall be processed as an application for a PUD. Such plans shall, at a minimum, include regulations on the following:

1. Setbacks from property lines and right-of-way.
2. Separation distance between homes.
3. Foundation requirements.
4. Parking and driveways.
5. Private street materials and dimensions, street names and sidewalks, if any.
6. Provision of water and sewer service.
7. Stormwater drainage.
8. Accessory structures and storage.
9. Age of homes at the time of installation.
10. Density or maximum number of homes.
11. Minimum and maximum length, width and height of homes.
12. Roof pitch and material.
13. Minimum eave length and other aesthetic aspects.
14. Signage.

15. Fencing - perimeter and on lots.
16. Open space.
17. Amenities.
18. Landscaping and entryway features.
19. Lighting.
20. Maintenance.

G. Maintenance and nuisance.

1. The owner of a home shall be responsible for maintaining the exterior of the home, including but not limited to roofing, siding and skirting, in good condition and shall promptly replace or repair any damage or defects to such exterior. The owner of a home shall be responsible for maintaining the yard or open space within his or her designated home space, including but not limited to keeping such area free of weeds, trash or other violation of this Code. Any such violation shall be punishable in accordance with Chapter 1.16 and/or Chapter 1.17 of this Code, as applicable.
2. The owner of a park shall be responsible for ensuring that every home within his or her park conforms to the International Property Maintenance Code as adopted and amended in Chapter 15.24 of this Code. Existence of violations of said code within a park shall be grounds for withholding of permits for replacement homes until such violations are corrected. Documented efforts made by the park owner will be taken into consideration when the City reviews the permit process.
3. The owner of a park shall be responsible for maintaining in good condition any and all of the following within his or her park and shall promptly replace or repair any damage or defects to such:
 - a. Private streets, driveways, and walkways.
 - b. Landscaping, not within an occupied, designated home space, including that which is located within adjacent right-of-way between streets or sidewalks and the park property line.
 - c. Fencing within the park or on the adjacent right-of-way.
 - d. Signage within the park or on the adjacent right-of-way.

- e. Lighting within the park.
- f. Private water and sewer service lines.
- g. Stormwater detention ponds and structures.
- h. Accessory buildings that are owned by the park owner, whether or not they are within a designated home space.
- i. The owner of a park shall be responsible for any home space that is not occupied by a home, including keeping such spaces free of weeds, trash or other violations of this Code. Any such violation shall be punishable in accordance with Chapter 1.16 and/or Chapter 1.17 of this Code, as applicable, and shall be grounds for withholding of permits for replacement homes until such violations are corrected.

H. Rezoning of existing or discontinued manufactured home parks.

1. If a park owner applies for a zoning amendment in accordance with Chapter 19.60 of this Title to change the zoning of the park from RMH, residential manufactured home, to another zoning designation, the City may first require a written agreement with the park owner regarding timely removal of all homes on the property and conversion of the property to another use.
2. If the zoning of an existing park is changed to another designation that does not allow manufactured homes and the park owner did not apply for such zoning amendment, replacement homes may continue to be installed in accordance with Section 18.30 of the Municipal Code. Nothing in this Section shall be construed to require the removal of a home that is occupied by its owner or a bona fide tenant of its owner.
3. This Section may be addressed and superseded by an approved Manufactured Home Park Plan or agreement between the City and the park owner, which shall apply to their heirs and assigns.

I. Dimensional Standards

Table 19-22 below shows setbacks for all structures from the public right of way and property line. Landscaping, open space, playgrounds and private roads shall be allowed within the setbacks.

Front street	Side street	Street Side	Rear	Perimeter of property	Maximum height
25'	5'	15'	20'	5' for accessory structures; 10' for homes	15'

Table 19-23 shows internal setbacks for mobile homes and accessory structures:

End to end	Side to side	Front to side	Accessory structures *
10'	10'	10'	6'

J. Variances

No variances are permitted from the requirement of **this Chapter 18.04.090.**

18.04.100 – US 85 Overlay District Design Standards

A. General.

The provisions of this Chapter apply to all Property within the US 85 Overlay District. If any provisions of this Chapter conflict with other provisions of the Evans Municipal Code, the provisions of this chapter shall apply.

B. Intent of US 85 Overlay District.

The intent of the US 85 Overlay District is to implement the concepts, principles, and recommendations of the US 85 Overlay District Master Plan, as amended from time to time,, through establishing consistent development standards for development within the US 85 Overlay District in the City of Evans. [025] The standards contained herein are intended to ensure that development within the US 85 Overlay District meets certain minimum criteria in order to:

1. Improve the appearance and coordinate land uses within the US 85 Overlay District
2. Provide additional development standards for the US 85 Overlay District
3. Create a positive financially sustainable economic zone
4. Establish a unique identity for the City of Evans
5. Improve economic vitality within the US 85 Overlay District
6. Maximize long-term property values and community benefits
7. Minimize the impact of nonresidential development on residential areas
8. Improve safety for automobiles, bicycles, and pedestrians

9. Encourage the creation of sidewalks and trails within the US 85 Overlay District
10. Encourage and increase development opportunities within the US 85 Overlay District
11. Facilitate the opportunities for undergrounding of overhead utilities in the US 85 Overlay District

C. Boundaries and affected property.

The boundaries of the US 85 Overlay District are shown on the official US 85 Overlay District map and official zoning map. Both maps are kept on file in the office of the City Clerk. The standards of this chapter shall apply to all development within the US 85 Overlay District. This chapter also provides development standards for properties located adjacent to the US 85 Overlay District when such property is included in a development plan being reviewed by the City of Evans. The standards provided in this chapter do not replace development regulations that may be found in the underlying zone districts, except where such regulations conflict. In the event of conflict between the regulations contained in this chapter and those provided in the underlying zone district, the restrictions contained herein shall apply. If any parcel or property is partially located within the boundaries of the Highway 85 Overlay District, these standards shall apply to the entire parcel or property.

D. Uses not permitted, special use, and restrictions.

1. The uses allowed within the US 85 Overlay District are intended to be of a nature that is retail, personal service, limited residential, and office.
2. Oil and gas related uses may be permitted as a special use. The duration of each use will be limited to a five-year period. The oil and gas related uses permitted in the US 85 Overlay District will be limited to support services and offices. Storage of equipment will not be permitted.
3. Outdoor storage sales may be permitted as a special use. The duration of each use will be limited to a one-year period. Each proposed use will be reviewed by City Staff for appropriateness.
4. Regardless of the uses allowed by a property's underlying zoning, the following uses or use groups are not permitted within the US 85 Overlay District:
 - a. Auction yard
 - b. Adult business
 - c. Assembly uses

- d. Car ports
- e. Car wash facilities (a single bay, enclosed with doors, passenger vehicle car wash is allowed)
- f. Confinement of animals
- g. Cemetery
- h. Commercial mobile radio service (CMRS) facility (freestanding)
- i. Crematorium
- j. Flea markets
- k. Industrial uses
- l. Kennel
- m. Livestock trailer washout
- n. Motor vehicle, recreational vehicle, boat, or utility vehicle; private sales of
- o. Natural resource extraction and treatment
- p. Outdoor sales lot containing large motorized equipment, oil and gas related equipment, equipment parts (US Highway Retail and Commercial Auto zone district exempt for auto sales lots)
- q. Pawn broker
- r. Parking lot, off-street (not allowed as a primary use)
- s. Recycling facility
- t. Recreational vehicle (RV) park/campground
- u. Recreational vehicle storage
- v. Salvage yard
- w. Treatment of humans, restrained

E. Legal non-conformities.

1. Existing development in the US 85 Overlay District that was conforming prior to the effective date of the ordinance adopting this Chapter, but that does not meet one or more standards of this Chapter, will be considered legal nonconforming in accordance with Chapter 19.56 of the Evans Municipal Code and elimination of such nonconformities shall be done in accordance with such Chapter.
2. Future developments shall be reviewed for compatibility within the US 85 Overlay District. Compatibility shall be with conforming uses. Alternatively, compatibility shall not be with non-conformities.

F. Design review process.

1. All development within the US 85 Overlay District will be reviewed in the same manner as development in any other zone district.
2. Permits required. Applicable permits shall be required for any installation or renovation of any sign, fence, wall, or structure. Written approval is required for painting. Existing fences and walls that become dilapidated and need at least twenty-five (25) percent of the structure repaired or replaced as determined by the City shall require a permit and shall be brought into conformance with the provisions of this chapter.

G. Site planning and urban design.

1. The purpose of site planning is to consider site characteristics, such as sunlight, weather, drainage, traffic patterns, and orientation of the building to roadways and other structures, when developing a parcel of land. Urban design is the method of combining planning, architecture, engineering and landscaping to create attractive and functional urban areas. Conscientious site planning and urban design carefully integrate and organize structures and related improvements to provide a pleasant experience for the users. All development shall be reviewed within a site-specific context, as well as within the context of the entire US 85 Overlay District.
2. Urban design principles of integrating architectural style, overall layout of structures, vehicular and pedestrian circulation and connectivity, and functional engineering and landscaping shall be considered with all development proposed. When reasonably feasible, new structures shall be sited in a manner that will complement adjacent, conforming structures. Sites shall be developed in a coordinated manner to avoid random, confusing development. Developments shall be clustered, sited, or oriented to create or allow opportunities for pedestrian plazas, shared driveways and shared parking to lessen pedestrian-vehicle conflicts. This will promote better coordinated access and development.

3. Parking lots shall conform to the standards provided in [Section 19.62150](#) [FS26]. All buildings shall be arranged and grouped to complement adjacent conforming developments and allow for efficient pedestrian access.
4. If multiple-buildings are located on the same lot, buildings should be oriented to frame the corner of a perimeter or internal street intersection.
5. Specific site planning standards related to the US 85 Retail and Commercial - Neighborhood Zone District.
 - a. In order to promote the City vision for a more attractive, efficient, and livable community all developments shall have street-oriented frontages with small landscaped setbacks.
 - b. All development shall be designed to maintain a north/south parallel vehicular and pedestrian alignment to Highway 85 and shall be as continuous as possible including major entries/exits to the east/west public street system. The US Highway 85 Overlay District Master Plan shall be followed when considering a traffic pattern or grid system.
 - c. Buildings shall be oriented to be parallel to lot lines, similar to that of traditional downtown building orientations. The front and entrance of the primary structures shall be oriented to the adjoining street or drive.
 - d. Development in the US 85 Overlay District shall provide a transition from the surrounding suburban fabric to one that is more urban. Special attention shall be given to the size and scale of surrounding properties, including residential developments outside the US 85 Overlay District boundaries. Non-conformities shall not be considered.
 - e. The core focus of the US 85 Retail and Commercial - Neighborhood zone district will be pedestrian activity. Streets and open spaces must create attractive pedestrian environments. On-street parking will assist in providing access to shops as well as generating additional pedestrian activity.

H. Access, circulation and parking.

1. Vehicular access shall be paved (no gravel or dirt) and separated from pedestrian and bicycle access to reduce pedestrian-vehicle conflicts. Internal circulation, including pedestrian and vehicular, shall be continuous and shall avoid creating dead-end parking lots, dead-end driveways, or dead-end sidewalks.
2. Parking areas shall be paved (no gravel or dirt) and broken up through the use of landscaping and building layout to avoid large expanses of parking stalls. Parking lots are required to include landscaping islands, corridors, and edges according to [Chapter 19.47](#) of the Evans Municipal Code and according to the landscaping requirements in this [Chapter 19.62](#).

3. The majority of parking should be located at the interior of the site in relation to adjoining streets and development.
4. Adjacent development that incorporates shared driveways and parking areas shall be allowed up to a twenty (20) percent reduction in the required number of parking spaces, in accordance with the following requirements.
 - a. Such shared parking shall not be farther than five hundred (500) feet from any entrance of any building for which it counts as required parking.
 - b. There shall be a recorded easement for cross-access and parking on each of the lots that share parking.
 - c. Parking required for residential buildings shall not be allowed to count as shared parking.
 - d. Shared parking is encouraged in order to reduce overall parking amounts when land uses are present that have staggered peak hour demands, or with the co-location of complementary uses such as restaurants adjacent to office uses.
5. Bicycle parking shall be required on all properties in accordance with the following provisions.
 - a. The required number of bicycle parking spaces shall be five (5) percent of the required number of automobile parking spaces. Notwithstanding the foregoing, not less than one (1) or more than twenty (20) bicycle spaces shall be required.
 - b. Bicycle parking shall be located as near as practical to building entrances without obstructing safety, pedestrian or vehicular traffic or causing damage to nearby landscaping by means of having to walk through landscape areas with no path.
 - c. Bicycle parking shall be provided with a permanent structure of heavy gauge tubular steel, or similar material, with angle bars attached to concrete or asphalt pavement. Such structures shall be designed to allow the frame and both wheels of bicycles to be securely locked to the structure. The design of all bicycle parking structures shall be approved by the City with each application for development.
6. On-street parking will be permitted in the US 85 Retail and Commercial - Neighborhood and Public Facility zone districts due to the smaller size of lots and the preference for pedestrian activities in these areas. On-street parking will be subject to the following regulations.
 - a. On-street shall be primarily parallel parking on higher-volume arterial streets. Angled parking may be used on low-speed and low-volume collector or local streets with ground floor commercial uses.

- b. On-street parking will be prohibited on streets with speeds greater than or equal to thirty-five (35) mph due to potential hazards associated with opening doors and maneuvering in and out of parking spaces.
- c. Where appropriate, metered or time-restricted parking should be used to provide reasonable short-term parking for commercial uses.
- d. Parking will be prohibited within ten (10) feet of either side of fire hydrants.
- e. A minimum of seven (7) feet width from curb will be required for all parallel parking spots and are to be twenty-four (24) feet in length; eight (8) feet wide is preferred. Seventeen (17) feet and eight (8) inches will be the minimum depth required for angled parking spots (forty-five (45) degree). If the minimum depth of both parallel and angled parking stalls cannot be accommodated without reducing the necessary width of the drive aisle, on-street parking will not be permitted.
- f. No on-street parking will be permitted in an alleyway.
- g. All development that includes on-street parking proposals shall be reviewed for appropriateness and feasibility at the time of application.

7. Pedestrian circulation.

- a. Internal sidewalks shall be required for all developments in the following specified locations:
 - i. Between the front doors of primary buildings. From buildings to all on-site facilities, such as parking areas, bicycle facilities, and open space.
 - ii. To provide direct access from all buildings on the site to get to existing or planned public sidewalks, as well as adjacent multi-use trails and greenways.
 - iii. Along all adjacent street frontages.
 - iv. Walkways shall be designed to create safe access for pedestrians and avoid frequent crossings by driveways or streets. Walkways should be separated from streets and parking lots by curbs or other means to create physical separation including tree plantings and bollards.
 - v. Asphalt⁽⁰²⁷⁾ is prohibited as a paver; use of decorative pavers or textured, colored concrete is required.
- b. Required sidewalk dimensions.

- i. Internal sidewalks must be hard surfaced, and a minimum of seven (7) feet in width.
 - ii. When adjacent to perpendicular, head-in, or diagonal parking, a pedestrian walk must be increased in width to a minimum of eight (8) feet when parking is located on one (1) side and a minimum of ten (10) feet when parking is located on both sides.
 - c. Along frontages on US 85, a primary trail system shall be installed in accordance with the City of Evans Open Space Trails and Master Plan with an eight-foot wide landscape strip adjacent to the street curb with a ten-foot wide sidewalk.
 - d. Secondary connections in accordance with the City of Evans Open Space Trails and Master Plan shall be provided with all developments.
 - e. US 85 Retail and Commercial - Neighborhood zone district standards.
 - i. Developments located with the US 85 Retail and Commercial - Neighborhood zone district will be required to install a minimum seven-foot pedestrian path to run parallel to the street.
8. Plaza space.
- a. In order to provide enhanced pedestrian amenities on larger sites, plaza space shall be required when a development involves a gross site area greater than ten (10) acres.
 - b. A minimum five (5) percent of the property shall be dedicated to plaza space for properties above ten (10) acres in total size.
 - c. Plaza spaces shall incorporate at least three (3) of the following elements.
 - i. At least one (1) seating space for each two hundred fifty (250) square feet of plaza or public space area. The seating space requirement can be met through the use of benches, chairs, or seat-walls.
 - ii. A mixture of areas that provide shade, through the use of canopies, awnings, arcades, or other similar elements.
 - iii. A water feature or piece of public art.
 - iv. Outdoor dining opportunity.
 - d. For development less than ten (10) acres in total size, additional provisions for pedestrians must be provided. These provisions shall be provided to the maximum extent deemed reasonable by City staff in the exercise of their discretion. These provisions can be met through the use of the following.

- i. Seating areas that utilize elements of the development (e.g. low masonry walls)
- ii. Benches
- iii. Robust sidewalk connections
- iv. Shaded and/or landscape areas provided for passive recreation or relaxation

I. Service and loading areas.

- 1. All service areas and loading areas shall be screened and separated from parking areas using architectural features, constructed of the same/similar materials and colors as the adjacent, conforming structure, and landscaping. Service or loading areas should not be located in the front setback or adjacent to or along US 85. Service areas are to be located in a side or rear yard and screened from view from public rights-of-way.
- 2. Garbage collection is to be designed to be clustered for multiple businesses. The proper location shall be determined upon review of land use applications.

J. Telecommunications equipment and utilities.

- 1. All telecommunications equipment shall comply with **Chapter 19.42** of this Codee.
- 2. All utility lines shall be installed underground. Existing overhead utility lines shall be relocated underground.
- 3. Freestanding commercial mobile radio (CMRS) towers are not allowed. CMRS facilities may be mounted on a building or structure provided that the equipment does not extend higher than the roof of the building. Building mounted CMRS facilities must be appropriately colored and concealed so as to blend in with the building or structure.

K. Buffers and transition areas.

In order to lessen the impact of nonresidential development upon residential areas, buffer and transitional areas shall be installed between residential and nonresidential areas. Transitional and buffer areas can take the form of wall dividers, height transitions, landscaping and other creative design opportunities or devices. Proper transition between uses shall be reviewed when applications for development occurs.

L. Fences and walls.

- 1. All fences and walls shall conform to the standards provided in **Chapter 19.48** of this Title in addition to the requirements of this Title.

2. Materials and colors. All new fences and walls in the US 85 Overlay District shall be constructed of durable materials that will retain their appearance over a long period of time. The materials and colors chosen should be the same as or similar to new or existing conforming structures on adjacent lots or property and must comply with the approved color palette designated in [Section 19.62.170.B.4](#)^[O28]. ^[KS29]

a. Appropriate materials include:

- i. Brick
- ii. Stone
- iii. Stucco
- iv. Tinted, textured masonry block/architectural block
- v. Wrought iron or decorative aluminum (with architectural pillars/columns)

b. Inappropriate materials in any location include:

- i. Chain link of any kind
- ii. Barbed wire

3. Applicable permits shall be required for any installation or renovation of any sign or fence. Existing fences and walls that become dilapidated and need at least twenty-five (25) percent of the structure repaired or replaced as determined by the City shall require a permit and shall be brought into conformance with the provisions of this chapter. Written approval is required for painting.

M. Landscape standards.

1. [Section 19.47.040 through Section 19.47.170](#) of this Title shall be applied to development within the Highway 85 Overlay District.

2. Front lot landscaping.

In general, street frontages of all developments shall include landscaped buffers in accordance with [Section 19.47.190 B](#), in addition to required sidewalks mentioned in this [Chapter 19.62](#).

3. Parking lot landscaping.

Parking lot landscaping shall meet the requirements of Section 19.47.200 of this Title, notwithstanding the plant material requirements of this Chapter 19.62.

4. Interior lot landscaping standards.

In general, all development areas of land that have not been disturbed during construction shall be preserved for non-public active and passive recreation areas and landscaping.

5. Re-vegetation. All areas disturbed during construction shall be re-vegetated to meet the landscaping requirements of this Chapter 19.62.

6. Highway 85 landscaping.

a. Landscaping buffers shall be installed on all properties and developments that abut Highway 85.

b. These landscape buffers shall be positioned between the development and Highway 85.

c. Landscape buffers are to be installed between Highway 85 and the required primary trails.

d. A protective barrier must be constructed or established between Highway 85 and all proposed landscaping to prevent harm to plants from debris and road-maintenance materials. These standards shall be provided at time of application for development.

7. Highway 85 Neighborhood Retail and Commercial - landscaping requirements.

a. Development in this district will be required to provide separate landscaping along streets with on-street parking. If on-street parking is not present, previous landscaping requirements shall apply.

b. A four-foot amenity buffer will be required behind the back of street curb adjacent to the roadway. This area shall contain one tree for every thirty-five (35) feet lineal feet. The amenity buffer will be in addition to the mandatory sidewalk to be installed parallel to the street.

c. Dumpsters and trash cans will only be permitted in rear setback.

8. Plant material requirements.

a. Landscaping for all development shall include a wide variety of plant materials that will provide visual interest during all seasons. Landscaping should consist of a mixture of trees, shrubs, and native grasses. Selection of plant materials shall be based on the City of Evans' list of approved plant types.

- b. Requirement for drought tolerant or drought resistant landscaping and plant species.
- c. At least fifty (50) percent of all annuals and trees, and one hundred (100) percent of shrubs, perennials, groundcovers, and ornamental grasses used to landscape shall be selected from the City of Evans' xeriscape list of plants.
- d. Trees shall be located to avoid significant interference with overhead or underground utilities and with vehicular and pedestrian movement. A tree canopy may project over a right-of-way or easement, road, or sidewalk.
- e. Plant materials shall not project over sidewalks, paths, or trails below a height of eight (8) feet.

N. Architectural design standards.

1. The following minimum architectural design standards shall apply to each elevation (front, side, and rear) of all development in the district, unless otherwise noted. These minimum standards are intended to achieve consistent and quality developments that will retain their appearance and value over time.
2. Building design and character.
 - a. Height, massing, building scale. The height and scale of any new building shall be compatible with surrounding, conforming structures. Individual structures shall be clustered to help create plazas and pedestrian courts. Shared driveways and/or parking shall be incorporated to lessen pedestrian-vehicle conflicts. Developments located within the US 85 Neighborhood Retail and Commercial District shall be oriented toward the primary public street or private drive providing the access to the subject building.
 - b. Human scale. The design of buildings shall reflect the relationship between the size of the building and human beings. Human-scale design shall be incorporated through the use of horizontal articulation, belt courses, cornices, recessed windows or doors, awnings, roof overhangs, moldings, fixtures, colonnades, or other architectural features. In order to avoid blank walls at the ground floor levels, windows, trellises, articulation, arcades, change in materials, or other architectural features shall be utilized. These features shall be incorporated into each elevation (front/side/rear).
 - c. Complementary architecture. All accessory structures including, but not limited to, gas station canopies, warehouses, clubhouses, solar panels, and utilities, shall utilize design, colors, and materials similar or complementary to the principal structure on the property.
3. Roofs.

- a. Roofs shall be constructed to prevent mechanical and other rooftop equipment from being exposed from all reasonable visible angles.
 - b. A variety of parapet heights, ridge heights and eave heights should be used to create a varied skyline where buildings are of similar scales. Conversely, where adjoining buildings are of a dissimilar scale, variation on parapet heights, ridge heights and eave heights should be used to reduce the scale of the larger buildings and create continuity of massing between larger and smaller buildings. All designs shall be reviewed at the time of application.
 - c. New buildings shall be constructed with appropriate roofing materials that include:
 - i. Asphalt or fiberglass shingle
 - ii. Clay or concrete tile
 - iii. Slate
 - iv. Metal shake or shingle (non-reflective)
 - v. Standing seam with integrated color
 - d. Inappropriate materials include:
 - i. Reflective materials (copper may be considered)
 - ii. Tar and gravel (built-up)
 - iii. Corrugated metal
 - e. Colors allowed: See required color palette in this Code (Section 19.62.170.B.4^[FS30]^[KS31])
4. Exterior materials.
- a. New buildings shall be constructed of appropriate, durable materials that will retain their appearance over time. Combinations of materials and textures are required.
 - b. Appropriate exterior materials include:
 - i. Brick
 - ii. Stucco
 - iii. Stone

- iv. Tinted, textured masonry block/architectural block
- v. Glass block
- vi. Hardboard siding/simulated wood products
- c. Inappropriate materials include:
 - i. Plywood
 - ii. Reflective metal siding
 - iii. Vinyl siding
 - iv. Non-textured cinder block/concrete masonry units (CMU)
 - v. Steel architectural panels
 - vi. Tilt up concrete panels

5. Elevations.

- a. The side and rear elevations of all development shall be asymmetric to create a visually complex building form through the use of recesses, overhangs, windows, doors, or other functional alternatives. Each side and rear elevation shall contain a change of plane equal to at least ten (10) percent of the area of the wall for walls greater than one thousand (1,000) square feet in wall area and/or every thirty (30) feet.
- b. The front elevation of all development should be designed to include clear glass windows and doors to increase pedestrian interest. These openings should be to scale and arranged so that the uses are visible from and to the street on at least twenty-five (25) percent of the horizontal length of the first floor façade.
- c. Overhead doors shall not be placed facing any public right-of-way unless significant and appropriate screening and landscaping diffuses the door. Each window not recessed or otherwise architecturally enhanced (such as with decorative molding, sills, mullions, arches or cornices; window boxes; awnings; multi-paned windows; or bay windows) shall have at least three-inch-wide exterior trim, constructed of acceptable building material, around the window. Windows shall not be blocked by anything interior or exterior to the window such as plywood, shelving, storage, boxes. Windows are to be used for the purpose of viewing into the business from the exterior and allowing natural light to pass into the structure.

- d. Acceptable colors include subtle warm and cool colors, earth-tone colors, and neutral colors. Reflective, neon, primary (red, blue, yellow) and secondary (purple, green, orange) colors shall not be permitted. The intent is not to discourage color variety, but to avoid colors that are primarily used only to attract attention. Colors shall be chosen from the Benjamin Moore "Historical Colors" color palette, or an approved color palette provided or made available by the City for viewing, or an equivalent color of the same hue, saturation, and brightness. Buildings shall incorporate three or more of the acceptable colors. The majority of each elevation must be painted one color. Accent colors may be used to highlight variations in materials, elevations, door and window frames. The use of varying colors to create patterns (e.g. polka dot, striping) is strictly prohibited.
 - i. Two (2) additional colors may be used to provide accents.
 - ii. Individual accent colors must be applied to at least ten (10) percent of each elevation.
- e. Written approval shall be required from the City to approve proposed painting and color scheme.

O. **Lighting.**

- 1. Lighting is required for the security of on-site areas, such as parking, loading, plazas, and sidewalks in accordance with the following provisions.
 - a. All fixtures located in the district shall be either the City of Evans' Standard Ornamental Arterial Lighting Fixture or Standard Ornamental Local Lighting Fixture. Standard Ornamental Lighting Fixtures are strongly encouraged for on-site parking areas and on-site sidewalks; however, full cutoff fixtures may be used in on-site areas with prior written approval from the City.
 - b. Internal or on-site parking areas, sidewalks, trails, pathways, pedestrian courts and plazas shall have sufficient lighting to ensure adequate visibility for pedestrians.
 - c. All wall-mounted fixtures shall be shielded and directed downward and inward so as to reduce glare onto neighboring properties and rights-of-way.
 - d. The maximum height of any fixture shall be twenty-five (25) feet.
 - e. Interior lighting in parking garages shall be shielded to minimize nighttime glare on adjacent properties and rights-of-ways.
 - f. Upward accent lighting for landscaping is permitted, as long as the light source is directed inward and away from adjacent sidewalks, plazas, parking lots, neighboring properties, and rights-of-way.

- g. Where vehicle headlights would likely shine onto residentially zoned and used property, driveways and parking areas for more than two (2) vehicles shall be screened from adjacent residentially zoned and used property by a solid fence, wall, solid evergreen hedge, or landscaped berm with vegetation that will mature to at least four (4) feet in height.
 - h. Glare diagrams and/or lighting plans may be required at the discretion of the City.
2. Canopies. For any canopies and similar structures, lighting shall not cause glare onto adjacent rights-of-way or properties. All fixtures shall be mounted underneath the canopy and fully recessed with flat lenses that are flush with the underneath surface of the canopy. Light fixtures shall not be mounted on the top or sides of any canopy.
 3. All on-site lighting fixtures shall be maintained so as to be functioning properly at all times.
 4. When more than twenty-five (25) percent of nonconforming light fixtures are not functioning or are dilapidated, all fixtures on the lot shall be replaced with the appropriate local standard ornamental light fixtures.
- P. **Signage.**
1. All signs in the district shall comply with the provisions of **Chapter 19.45** of this Code. Additional regulations outlined below shall also apply.
 - a. Allowed signs.
 - i. Monument signs
 - ii. Freestanding signs
 - iii. Wall signs
 - iv. Projecting signs
 - v. Electronic message center (EMC) signs (allowed on monuments)
 - vi. Window signs (see **Section 19.62.190.E**, below)
 - b. Prohibited signs.
 - i. Animated signs
 - ii. Pennants, streamers, lighter-than-air objects, and wind signs

- iii. Signs with light bulbs that have intermittent, flashing, rotating, scintillating, blinking or strobe illumination
- iv. Off-premises advertising
- v. Roof signs
- vi. Search lights
- vii. Signs on fences
- viii. Signs painted on fences
- ix. Signs painted on interior or exterior of windows
- x. Signs painted on walls
- xi. Portable signs
- xii. Wheeled advertising devices
- xiii. Any sign within a site triangle
- xiv. Human signs
- xv. Billboards - except those allowed to remain in accordance with the Federal Highway Beautification Act

2. General sign regulations.

- a. No business is allowed more than three (3) signs per street frontage, and no business is allowed more than a total of five (5) signs. The following number of each type of sign is allowed for any one (1) type provided the total number of signs does not exceed five (5).
 - i. No more than four (4) wall signs per business.
 - ii. No more than one (1) projecting sign per business.
 - iii. No more than one (1) freestanding sign per street frontage.
 - iv. No more than two (2) monument signs per street frontage.

- v. No monument sign is allowed if a freestanding sign is proposed (subject to individual street frontage).
 - vi. For retail developments over twenty-five thousand (25,000) square feet a sign plan incorporated with the landscaping plan shall be submitted as a part of the site development process that can request a staff waiver from these regulations.
- b. Signs may be illuminated indirectly by white light only.
- c. Monument signs.
- i. Monument bases shall be constructed of brick, stone, wood or metal material consistent and compatible with an exterior material and color of the principal building.
 - ii. Monument signs on adjacent lots or the same lot shall be separated by a minimum one hundred (100) feet as measured by a straight line between signs.
 - iii. Monument signs may be used by a single user or multiple users on the same property.
- d. Freestanding signs.
- i. Freestanding signs on adjacent lots or the same lot shall be separated by a minimum one hundred (100) feet as measured by a straight line between signs.
 - ii. Freestanding signs shall be set back from the nearest principal building on the same lot or parcel at least the height of the sign.
 - iii. Freestanding signs may be used by a single user or multiple users on the same property.
- e. Electronic message center (EMC).
- i. The text display of the message shall not change more frequently than once per eight (8) seconds. Each message shall transition to the next message instantaneously.
 - ii. Brightness.
 - (1) The maximum brightness for daytime and nighttime hours is 0.3 foot-candles per foot-candle meter.
 - (2) EMC signs may be placed only on monument signs.
3. Window signs.

- a. Open and closed signs are acceptable. Neon or electric signs cannot be larger than eight (8) inches by ten (10) inches.
 - b. Window signs shall not cover up more than twenty-five (25) percent of any window area.
 - c. Window signs are limited to the first floor of a building.
 - d. Temporary window signs are not allowed.
 - e. Window signs shall only be allowed and permitted through the approval of a sign plan specific to window signs for each specific property.
 - f. Administrative approval of a sign plan for window signs shall be by the City Manager or designee.
4. Signs dimensions and setback requirements.

	Monument Signs	Freestanding Signs	Wall Signs	Projecting Signs
Minimum Setback from Right-of-Way	1'	25'	N/A	Not into right-of-way
Maximum Height	10' (15' when abutting Highway 85)	25'	Not to exceed the roof line of structure	Not to exceed the roof line of structure
Maximum Size	100 sq. ft.*	50 sq. ft.	See below	See below
Maximum Number of Signs	2/street frontage*	1/Street frontage*	4	1
Sign Located in Landscape Area	Yes	Yes	N/A	Yes (over)

*Monument sign maximum size applies to single or multi-tenant signs. Freestanding signs are not permitted if monument signs are proposed (subject to individual street frontage). Monument signs are not permitted if freestanding signs are proposed (subject to individual street frontage).

- a. Total sign area.

- i. Total sign area shall be the sum (square feet) of all signs permitted per business.
- ii. Each business is allowed a minimum fifty (50) square feet of sign area for wall and projecting signs, regardless of lot frontage.
- iii. For each lineal foot of building frontage on the adjacent and most prominent streets, each business is allowed an additional square foot of sign area which may be applied to all sign types.
- iv. The maximum allowable wall and projecting sign area for each business is three hundred (300) square feet.

Q. Maintenance standards.

All structures, related improvements, and landscaping shall be properly maintained. All property shall be kept orderly and free of junk.

R. Variance.

1. Any application for a variance shall governed by [Section 19.58.040](#).

18.04.110 – Planned Unit Development

A. Purpose of planned unit development

This Section is intended to allow for the development of land in a way which might not be permitted under traditional zoning regulations. It is anticipated that this Section will permit developments which will preserve the natural and scenic features of large open areas by arranging buildings and homes in innovative ways, thereby promoting the public interest, while at the same time providing an efficient use of land.

B. General Requirements

1. A planned unit development (PUD) is an area of land at least two (2) acres in size (except in those cases noted at [Section 18.28.040](#) below) which is developed according to a plan devised by the landowner and approved in advance by the City.
2. The area may or may not be divided geographically into separately owned parcels, as the land owner determines, but in any event at least part of the area must be co-owned in undivided interests and be available for park or recreational use by persons living or working in the PUD.

3. The uses permitted in a planned development shall be those indicated in the development guide.
4. Setbacks and lot sizes required in the individual zoning categories may be modified or varied. Such modifications shall be in accord with standards and procedures established in the development guide for the proposed planned development.
5. Connection to public water and sewer facilities shall be required for uses in any planned development.
6. All utilities shall be placed underground unless they are unable to for engineering reasons and above-ground location has been consented to, in writing, by the City's Community Development Director.
7. Any planned development shall submit a development guide which establishes the standards, variations and requirements for the development which may be divergent from the standards of the zoning regulations of the City to the extent permitted by this Section. Those regulations established by the development guide and approved by the City Council shall be recorded and utilized for development and review of the project.

C. Waiver of minimum size requirement.

Upon the specific request of the landowner, the two-acre requirement set forth in Section 18.28.030 above may be waived if, after considering the land use requested, Council finds that such waiver would be beneficial to the City and foster the objectives of this Title and the Evans Comprehensive Plan.

D. Procedure

The procedure for creating a Planned Unit Development or for any modification to a development guide or development plan shall be considered a rezoning and shall follow the procedure outlined in (rezoning section) of this Chapter.

18.04.120 - Accessory Structures and Uses

A. Intent.

The intent of this Chapter is to provide regulations governing accessory uses, structures and buildings to ensure acceptable design, installation, and use of accessory structures while maintaining the integrity of the principal use of the property. Furthermore, it is intended to provide assurances that activities that take place are compatible with the designated zoning classifications and that such activities will have no adverse effects on the surrounding properties.

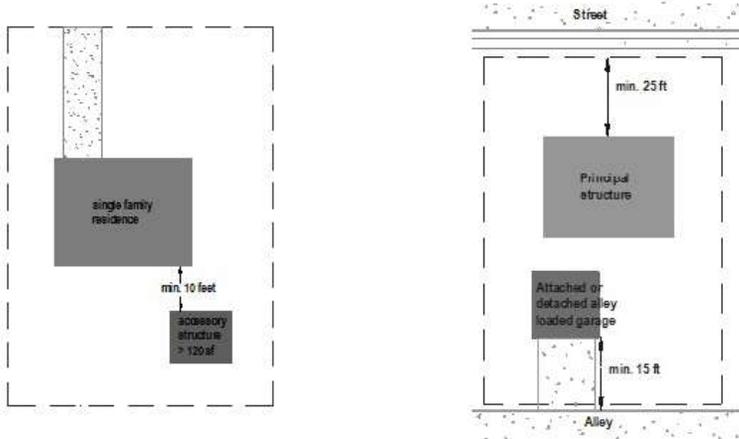
B. Accessory uses, structures and buildings.

The following provisions shall apply to all garages, carports, accessory uses, structures and buildings:

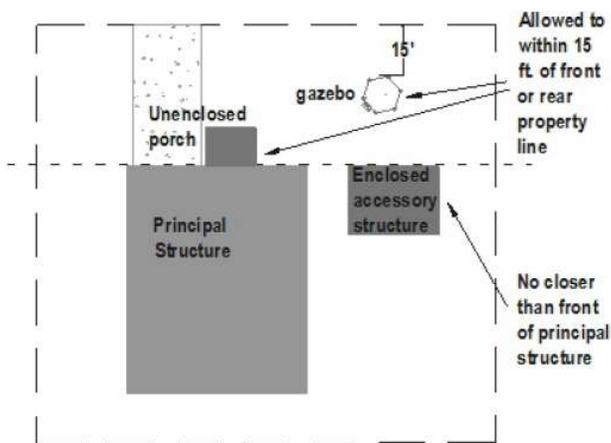
1. Establishment prior to principal use prohibited. Accessory uses, structures or buildings shall not be established prior to a principal use, except in the AG zone district, nor shall an accessory use be permitted without an associated principal use on the same lot.
2. Maximum area. The total footprint area of all detached accessory structures and buildings on any one (1) lot shall not exceed the lesser of ten percent (10%) of the total lot area or two thousand one hundred (2,100) square feet. This provision shall not apply to structures used for agricultural purposes in the AG zone district, or to structures in industrial zone districts.
3. Maximum height. Accessory structures other than garages shall not exceed the height of the principal building or fifteen (15) feet, whichever is less. Garages shall not exceed the height of the principal building. This provision shall not apply to structures used for agricultural purposes in the AG zone district, or to structures in industrial zone districts.
4. Materials and colors. In all residential zone districts, accessory structures/buildings shall be constructed of materials and with colors compatible with the principal building/structure.
5. Maximum number. In all residential zone districts, only one (1) detached accessory structure/building, not including garages, shall be permitted per eight thousand (8,000) square feet of lot area, or fraction thereof, up to a maximum of three (3) such structures per lot. The preceding provision notwithstanding, each principal building shall be allowed at least one (1) detached accessory structure/building. For example, three (3) mobile homes on one (1) lot would each be allowed one (1) detached accessory structure/building, even if the lot were less than twenty-four thousand (24,000) square feet.

C. Setbacks.

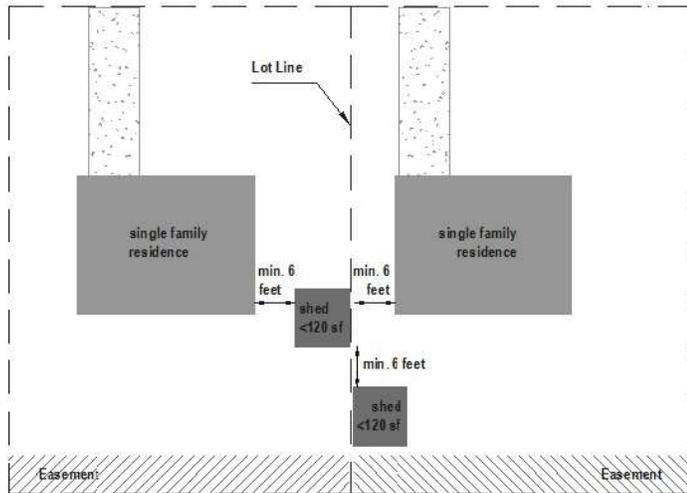
1. Garages, accessory buildings and structures and storage/utility sheds shall comply with all applicable open space and minimum yard sizes (setbacks), with the following exceptions:
 - a. Detached garages, accessory buildings, and structures that are separated from the principal structure by at least ten (10) feet shall be set back from side and rear property lines at least five (5) feet, plus one (1) additional foot for every three (3) feet, or fraction thereof, of building height over fifteen (15) feet. This provision notwithstanding, alley-loaded garages shall be set back at least fifteen (15) feet from alleys, whether or not attached to the principal structure.



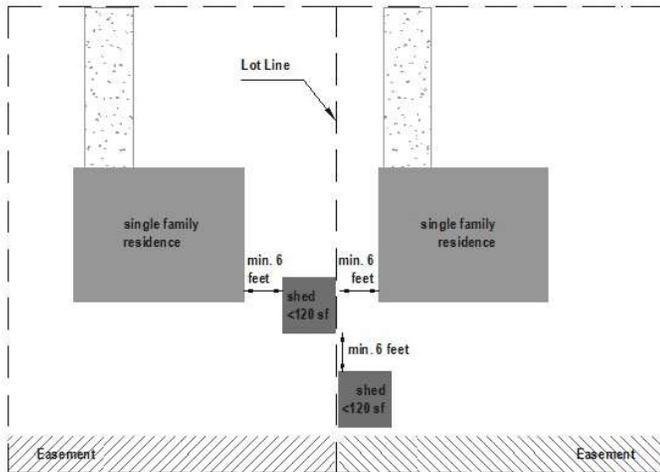
- b. Storage/utility sheds and accessory structures and buildings shall not be located closer to the front property line than the front façade of the principal structure with the following exceptions: accessory structures that are open on all sides, such as gazebos, and attached accessory structures that are open on three (3) sides and have a floor not more than three (3) feet above the surrounding grade, may extend to within fifteen (15) feet of a front or rear property line.



- c. Storage/utility sheds under eight (8) feet in height that maintain a minimum of six (6) feet from all principal structures, accessory structures and storage/utility sheds, whether or not located on the same lot, may extend to side and/or rear yard property lines.



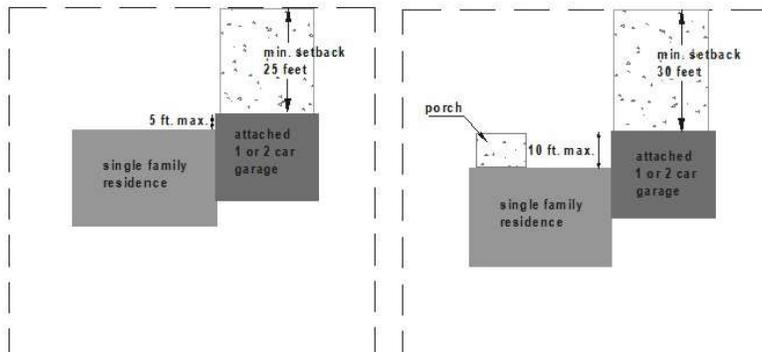
- d. An uncovered patio or deck that is not more than three (3) feet above the surrounding grade may extend to the side, but not street side and/or rear property lines, provided it does not encroach into any utility easement.
- e. Attached side-loaded garages may extend to within fifteen (15) feet of a front property line.



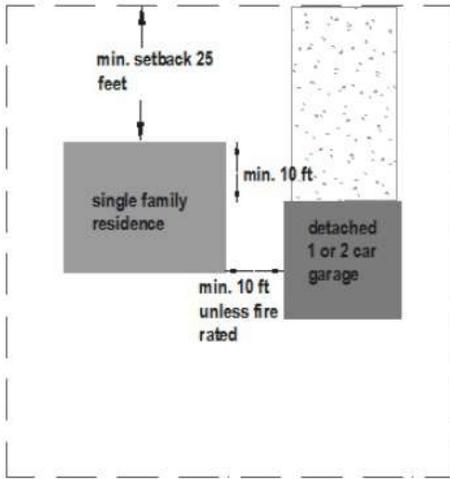
D. Garages and carports.

1. Driveways required. All garages and carports in all Residential zoning districts, except the R-1E zoning district, shall have a minimum ten-foot wide paved driveway extending from the vehicular opening of such structure to the public right-of-way improvements, or to the right-of-way line if public improvements do not exist. Such driveway shall be constructed of asphalt, concrete or similar impervious surface. The Public Works Director has the authority to grant a temporary or permanent waiver to the requirement for the paving of such driveway based upon existing public improvements and other factors in the vicinity of the proposed accessory structure. The absence of public improvements in the vicinity shall not automatically guarantee such a waiver.
2. Garages and carports accessory to single-family dwellings.
 - a. The front plane of an attached front-facing garage shall be no more than five (5) feet closer to the front property line than the front façade of the principal structure, unless a) the garage is located no less than thirty (30) feet from the front property line, and b) the house includes a front porch. In no event shall the front plane of a front-facing garage be more than ten (10) feet closer to the front property line than the front façade of the principal structure and in no event shall a front-facing garage encroach into a required front yard.

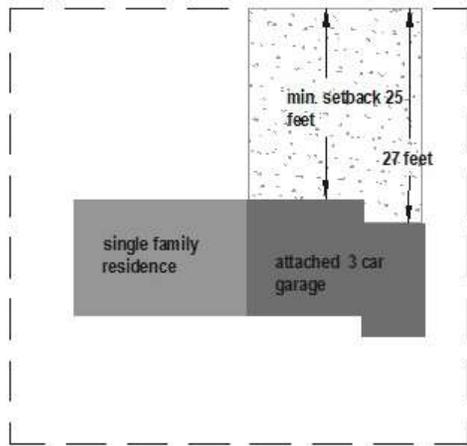
Commented [KS39]: Conditioned on what?



- b. Detached garages and carports shall be no closer to the front property line than ten (10) feet behind the front façade of the principal residential structure.



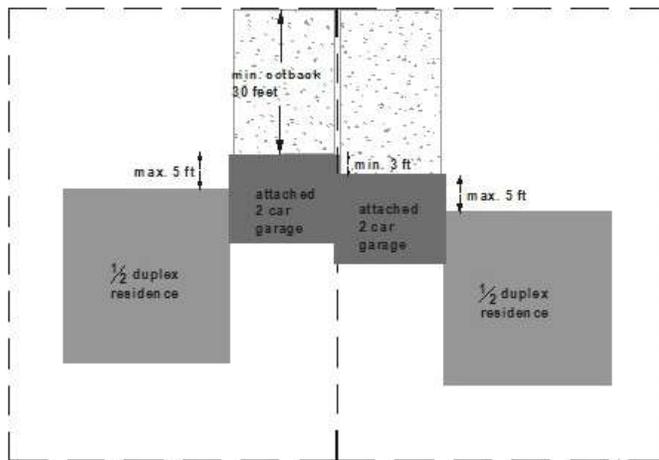
- c. A three-stall garage shall only be permitted if one of the garage doors is recessed a minimum of two (2) feet behind the other garage doors (i.e., two [2] feet farther from the property line parallel to the garage doors).



- d. A garage with more than three (3) stalls shall only be permitted if a) the lot is greater than thirteen thousand (13,000) square feet in area, b) two (2) of the garage doors are recessed a minimum of two (2) feet behind the other garage doors, and c) the garage is located no less than thirty-five (35) feet from the property line to which the garage is oriented (that is,

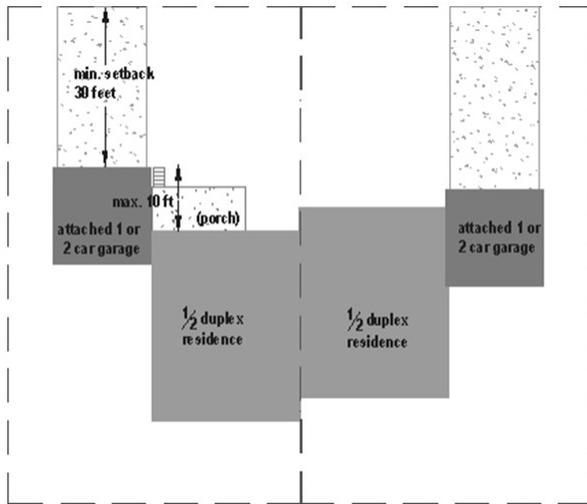
the front property line for front-facing garages or the side property line for side-loaded garages).

- e. Side-loaded garages shall have at least one (1) window or similar feature on the elevation oriented to the front property line.
 - f. Garages and carports shall have similar exterior finish, including roofing material, as the principal structure of the lot.
 - g. Carports shall not be located closer to the front property line than the front façade of the principal structure.
 - h. Carports shall be limited to eight (8) feet in height, as measured to the top of the vehicle entrance, and five hundred (500) square feet in area.
3. Garages and carports accessory to two-family dwellings.
- a. Attached garages with more than two (2) stalls for each unit shall not be permitted.
 - b. Two (2) abutting attached two-stall garages shall only be permitted if a) one (1) of the garage doors is recessed a minimum of three (3) feet behind the other garage door and b) the garages are located no less than thirty (30) feet from the front property line.

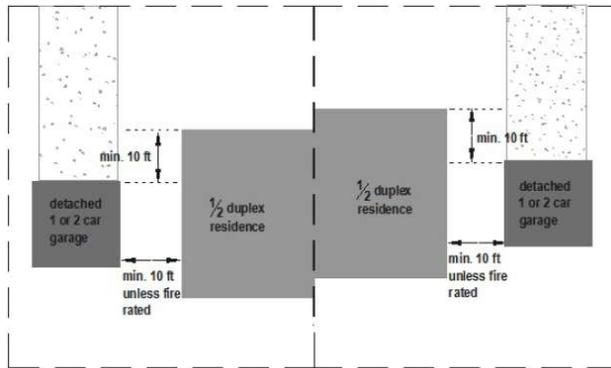


- c. The front plane of an attached garage shall be no more than five (5) feet closer to the front property line than the front façade of the principal structure, unless a) the garage is located no less than thirty (30) feet from the front property line, and b) the house includes a front porch. In no event shall the front plane of a front-facing garage be more than ten (10) feet

closer to the front property line than the front façade of the principal structure and in no event shall a front-facing garage encroach into the required front yard.



- d. Side-loaded garages shall have at least one (1) window or similar feature on the elevation oriented to the front property line.
- e. Detached garages and carports shall be no closer to the front property line than ten (10) feet behind the front façade of the principal residential structure.



- f. Garages and carports shall have similar exterior finish, including roofing material, as the principal structure of the lot.

- g. Carports shall not be located closer to the front property line than the front façade of the principal structure.
- h. Carports shall be limited to eight (8) feet in height, as measured to the top of the vehicle entrance, and five hundred (500) square feet in area.

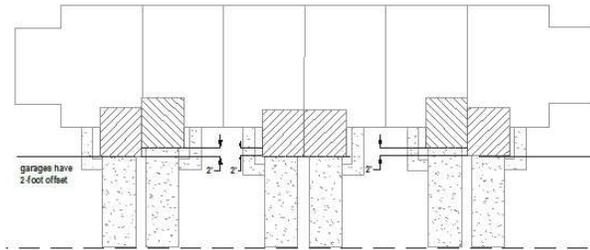
4. Garages and carports accessory to multifamily dwellings.

- a. Attached garages shall contain no more than twenty-five percent (25%) of the area of the elevation of which they are a part.



Elevation area: $27 \times 165 = 4,455$
 Garage façade area $13 \times 24 \times 3 = 936$
 Percentage garage/façade: $936/4455 = 21\%$

- b. Detached garages shall be designed to be compatible with the related residential structures and shall be designed and oriented to minimize the visual effect of the scale and massing of the garages and create visual interest on all sides of the garage that are visible from the public right-of-way, through the use of landscaping, berming, architectural features or styles, building materials and/or orientation of the site.
- c. Detached garages and carports shall be compatible with the principal building architecture, and shall incorporate similar and compatible forms, scale, materials, colors and details.
- d. On any multifamily building elevation there shall be no more than six (6) two-stall or twelve (12) single-stall garage doors, and the plane of each garage door shall be offset at least two (2) feet from the plane of at least one (1) garage door adjacent to it.

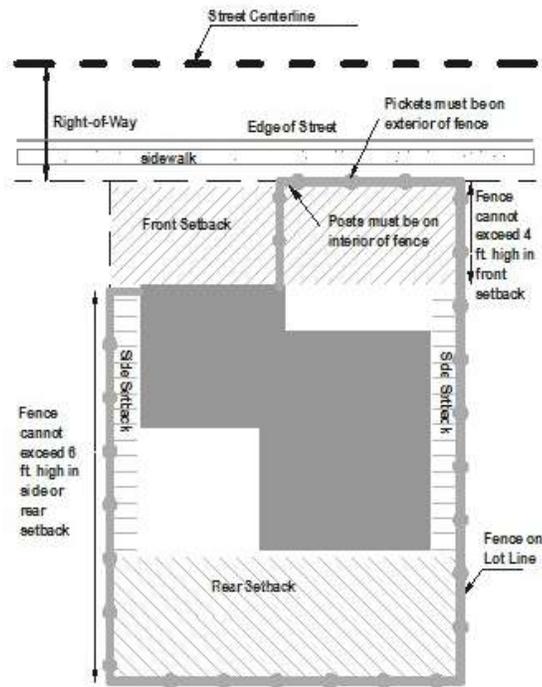


- e. Carports shall be limited to six (6) spaces per parking structure and each carport structure shall be located not closer than twenty (20) feet to any other carport structure.
 - f. Carports shall include lighting to deter theft and vandalism. At least every other parking space shall have lighting of a minimum of one hundred (100) watts and a maximum of two hundred fifty (250) watts.
 - g. Carports shall be situated or landscaped so that headlights of parked vehicles will not shine into windows or onto public streets.
 - h. Detached garages and carports shall have pitched roofs with a minimum slope of 4:12.
 - i. To the maximum extent feasible, garage entries, carports, and parking garages shall not be located between a principal multifamily building and a street frontage, but shall instead be internalized in building groups so that they are not visible from adjacent public streets.
- E. Accessory structures for mobile homes.
- 1. Each mobile home site shall be limited to the following accessory structures:
 - a. One (1) detached garage or carport not exceeding six hundred (600) square feet.
 - b. One (1) unenclosed porch and/or covered entry, or one (1) enclosed porch and/or covered entry with less than one hundred twenty (120) square feet of extended roof area, per exterior door of the mobile home unit.
 - c. Awnings.
 - d. One (1) storage shed located at least five (5) feet from any mobile home and, if located on a corner lot, at least three (3) feet from perimeter fencing, common areas or streets.

- a. Accessory structures, including but not limited to storage bins, shall be secured and provided with tie-down anchors.
- b. Structures legally existing as accessory to a mobile home prior to August 19, 1997, and not in compliance with the requirements of this Section may remain in place only until the mobile home to which such a structure is accessory is itself removed or replaced.

F. Fences, walls and hedges.

1. Fences, walls and hedges may be placed in appropriate locations in order to provide screening and enclosures. Fences and walls shall be constructed of materials which are visually pleasing and compatible with the surrounding improvements. Height changes, offset angles and the use of complementary materials may be used to create variety in fences and walls.
2. Fences, walls and hedges may be permitted in the various zoning districts as accessory structures in accordance with the following limitations:
 - a. Fences/walls shall not exceed six (6) feet in height as measured vertically from the surrounding grade, on all sides of the fence/wall, to the highest point of the fence/wall and shall comply with all applicable sight distance provisions. Fences/walls installed by a government agency for the purpose of a traffic sound barrier shall be allowed to be up to twelve (12) feet in height, provided a building permit is obtained.
 - b. Fences and walls which are located in required front yard setbacks shall not exceed forty-eight (48) inches in height above adjoining grade, except in industrial zoning districts.



- c. Fences, walls and hedges shall not be located on any public right of way without the written consent of the Public Works Director. The City may require such improvements to be removed or relocated by the adjacent property owner at no cost to the City.
- d. Fences, walls and hedges shall maintain a minimum clearance from fire hydrants as provided for in the latest edition of the International Fire Code, as adopted.
- e. No barbed wire fence may be permitted within the City, unless approved by the Community Development Director or designee. An application for the installation of barbed wire fencing shall be accompanied by a written submittal explaining the purpose for such fencing and a design which allows for the installation of the fence which would ensure that the barbed wire fence shall not be constructed in a hazardous manner. Barbed wire fencing in industrial areas may be allowed provided that no more than three (3) strands of barbed-wire are added to the height of a fence and provided the lowest strand of barbed-wire is maintained at least six and one-half (6½) feet above the adjoining grade. Barbed wire required by Title 16 shall be exempt from this provision.

f. Fences with pickets and adjacent to public right-of-way shall have the posts erected on the interior side of the fence so that the pickets are between the posts and the right-of-way.

3. Materials and maintenance.

a. No fence shall be constructed, in whole or in part, of concertina, razor wire, tin or wood scraps.

b. Electrically charged and/or swimming pool fences shall be erected and maintained in accordance with Title 15 of this Code.

c. All fencing shall be constructed of brick, wood pickets, vinyl, wrought iron, decorative concrete block, chain link or other material normally used for fencing and shall be constructed to conceal or integrate all structural members of the fence into the architectural design of the fence. All other materials and construction methods shall be subject to review and approval by the Community Development Director.

4. Where there is an established or uniform character of fencing (type of material, height, etc.) along and generally parallel to a section of an arterial or collector roadway, all fences along rear and street side property lines abutting and generally parallel to that section of the road shall be constructed consistent with the existing character of fencing.

G. Household pets, horses and other animals.

Areas in which animals are maintained shall not create odors, dust, noise or drainage which constitutes a hazard or nuisance to adjoining properties or uses. The housing and/or existence of animals shall be in accordance with Title 6 of this Code.

H. Outdoor storage.

Except by approval of a special use, granted in accordance with **Chapter 19.44** of this Code, outdoor storage shall only be allowed as an accessory use in the Industrial zoning districts and only in accordance with the following limitations:

1. No more than ten percent (10%) of the area of any lot or parcel in the I-1 light industrial zoning district may be used for outdoor storage.

2. No more than twenty percent (20%) of the area of any lot or parcel in the I-2 medium industrial zoning district may be used for outdoor storage.

3. No more than thirty percent (30%) of the area of any lot or parcel in the I-3 Heavy Industrial zoning district may be used for outdoor storage.

I. Home occupations.

1. Intent.

The purpose of this Section is to provide for limited business uses within dwellings when such uses will clearly not alter the character or appearance of the residential neighborhood.

2. Application.

a. Prior to the establishment of any home occupation, an application for such home occupation shall be made to the Community Development Department on a form provided by the City . If the Community Development Department determines the use does not comply with all requirements for a home occupation, then the home occupation permit shall not be issued. If such use has been previously established, the use shall either be brought into full compliance with the provisions of this Chapter, or the use shall be abandoned and all operations ceased.

b. Home occupations shall be permitted as an accessory use to any dwelling in accordance with the provisions of this Section.

c. Except as otherwise provided in this Section, a home occupation requires the approval of the Community Development Department. who may establish conditions to further the intent of this Section.

d. Home occupations shall not be transferable to alternate locations or persons.

3. A home occupation shall be allowed as a permitted accessory use, provided all of the following conditions are met:

a. The exterior appearance of the dwelling and lot shall not be altered, nor shall the occupation within the dwelling be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting or signage or by the emission of sounds, noises, dust, odors, fumes, smoke, heat, glare or vibrations detectable outside the dwelling.

b. The home occupation shall be confined within the primary dwelling, which shall be the principal use and building on the lot, and shall not include use of any accessory structure, whether attached or detached. All persons involved, directly or indirectly in carrying on the home occupation shall be legal and regular inhabitants of the dwelling unit.

c. The dwelling unit shall continue to be used primarily for residential purposes and the occupational activities shall be harmonious with the residential use. Such occupational activities must be clearly incidental and secondary to the use of the dwelling purposes.

- d. No more than twenty percent (20%) of the living space shall be used for the home occupation and any related storage of materials and supplies, except where the home occupation is a licensed board and care home or a day care home that meets applicable state requirements. In no event shall an accessory structure be counted toward the total living space area.
- e. Only one (1) home occupation shall be permitted per residence unless more than one (1) home occupation can be operated using no more than twenty percent (20%) of the living space.
- f. On-site retail/wholesale transactions cannot be the primary activity of the home occupation. All such sales must remain incidental and secondary to the home occupation. There shall be no window display of merchandise.
- g. Personal and professional customer-service based businesses shall operate on an appointment-only basis.
- h. Vehicular traffic associated with the home occupation shall not adversely affect traffic flow and parking in the area. No more than one (1) customer or client vehicle associated with the home occupation shall be at the home at any one time, and no more than twenty (20) customer/client visits to the home per week shall be permitted, with the exception of child/day care homes. In addition to the customer trips, no more than two (2) trips per week shall be related to the delivery of products and/or materials.
- i. In addition to the required off-street parking, home occupations, including studios or rooms for instruction, shall provide additional paved off-street parking adequate to accommodate all needs created by the home occupation subject to approval of the Public Works Director or designee.
- j. Only one (1) vehicle, not to exceed one-ton capacity, and one (1) trailer, not to exceed fifteen (15) feet, may be related to and used in conjunction with the home occupation and may be parked on-site, except as provided in [Subsection 19.48.060.E](#). Such parking shall also conform with [Chapter 19.52](#), off-street parking.
- k. There shall be no exterior advertising or use of any signs related to a home occupation on the premises including areas such as, but not limited to walls, fences, mailboxes and yards, except that one (1) window sign not to exceed three (3) square feet shall be permitted.
- l. There shall be no exterior storage on the property of material and/or equipment used as part of the home occupation. In addition, there shall be no use or storage of mechanical equipment not recognized as being part of a normal household or hobby use.
- m. The use of utilities shall be limited to that normally associated with the use of the property for residential purposes. Electrical or mechanical equipment that creates audible

interference in radio receivers or visual or audible interference in television receivers or causes fluctuations in line voltage outside the dwelling unit shall be prohibited.

- n. Home occupations having customer/client visits shall only conduct business hours between 7:00 a.m. and 8:00 p.m.
- o. Activities conducted and buildings, equipment and material used or stored in coordination with the home occupation shall comply with all building and fire codes, as adopted by the City.
- p. Upon request by the City, applicant shall provide City with access to all books, records and information relating to the business activity being conducted thereof. Said information shall remain confidential, and shall be used to ascertain compliance with the home occupation criteria.
- q. Home occupations shall be conducted by the resident of the parcel, and if the applicant/resident requesting the home occupation permit is not the property owner, then they must obtain written approval from the property owner.

4. Prohibited home occupations.

Certain home business uses have demonstrated a tendency to cause impacts to a neighborhood that are detrimental to the character and value of residential properties, and have associated impacts upon the public health, safety and general welfare in residential areas. The following uses, regardless of whether they meet the performance standards, are not permitted. These businesses shall include but are not limited to the following:

- a. Veterinary clinics, animal hospitals or kennels;
- b. Equipment rental;
- c. Funeral chapels, mortuaries or funeral homes;
- d. Wedding chapels;
- e. Medical or dental clinics;
- f. Repair/servicing or painting of automobiles, motorcycles, trailers, boats and other vehicles;
- g. Repair/servicing of large appliances including stoves, refrigerators, washers and dryers;
- h. Repair/servicing of power equipment including lawn mowers, snow blowers, chain saws, string trimmers and similar equipment;

- i. Restaurants, except as permitted in Section _____ as an auxiliary business use [See p. 100]
;
 - j. Welding, metal and wood fabrication shops;
 - k. Dispatching of vehicles to and from residential premises. This prohibition includes, but is not limited to taxi services, towing services and the like;
 - l. The sale of firearms and gunsmithing;
 - m. Taxidermy; and
 - n. Storage of construction equipment.
5. The production and sale of agricultural produce at a rural home occupation, at which all produce for sale has been grown at the site, shall be permitted within the dwelling and/or from accessory buildings located within five hundred (500) feet of the dwelling occupied by those conducting the rural home occupation. Equipment used in the production of agricultural produce shall be that customarily associated with farming or agricultural purposes and shall not be limited in size or number.
6. Permitted home occupations that would otherwise violate Paragraphs 19.48.060.C.8. and 19.48.060.C.14., regarding customer/client visits and hours of operation shall require special use approval pursuant to Chapter 19.44.

7. Complaints and revocation.

- a. Persons may file a written complaint with the Community Development Department regarding a home occupation. Upon receipt of such a complaint, the City shall investigate the home occupation to determine if any provisions of this Chapter or conditions of approval are being violated by the home occupation.
 - (1) A home occupation permit may be revoked or modified by the City if any of the following circumstances are found to be true:
 - i. The use has become detrimental to the public health, safety or welfare or constitutes a nuisance;
 - ii. The permit was obtained by misrepresentation or fraud;
 - iii. The use for which the home occupation permit was granted has changed, and a different home occupation is occurring;

- iv. The condition of the premises has deteriorated because of the home occupation; or
- v. The use is in violation of any statute, ordinance or regulation.

(2) Whenever an apparent violation of this section is observed, a written notice shall be served certified mail from the City notifying the applicant of the intent to revoke the home occupation permit. Such notice may include:

- i. Findings in support of revocation;
- ii. A statement of the action required to bring the home occupation into compliance;
- iii. A statement advising that if any required actions are not brought into compliance within the time specified, the home occupation permit will be revoked;
- iv. A statement advising that any person having legal interest in the home occupation involved may file a written request for a hearing before the City Council within ten (10) days after receipt of notice. Should a request for a hearing not be made within ten (10) days, then the home occupation shall cease operations without further action by the City.

J. Auxiliary business uses.

Newsstands, refreshment stands, restaurants and other auxiliary business uses shall be permitted in connection with hospitals, schools and other public buildings if such auxiliary business uses are incidental thereto, and are for the convenience of occupants thereof; provided, the floor area used for such auxiliary business uses does not exceed twenty-five percent (25%) of the ground-floor area of the principal building, and that no sign is exhibited on the outside of any such principal building in connection with such auxiliary businesses as are permitted by this Section.

K. **Variance.**

Variances to accessory structure regulations may be requested in accordance with **Chapter 19.58** of this Code. No variance may be requested or approved related to an accessory use.

18.04.130 - Temporary Structures and Uses

A. Intent.

To provide for the regulation of temporary and seasonal uses and structures and address the impact of these structures and uses on surrounding properties, including aesthetics and economic development.

B. Temporary structures.

The only type of temporary structure that is permitted is a structure that is used to temporarily replace an existing structure being demolished while a new permanent replacement structure is being constructed on the same site. Temporary structures may be allowed subject to the following conditions:

1. The temporary structure is used for the same principal use as the structure that is being demolished.
2. The temporary structure shall have no greater floor area than the structure it is temporarily replacing.
3. The temporary structure shall not be placed on site until a building permit has been issued for the new replacement structure.
4. The applicant installing the temporary structure shall provide a letter of credit or cash security in a form and amount acceptable to the City ensuring the complete removal of the temporary structure, site restoration and site revegetation, once the permit for the temporary structure has expired. In addition, the applicant shall enter into an agreement with the City, authorizing the City to take possession of the structure and dispose of it upon failure of the applicant to remove the structure in a reasonable period of time.
5. No temporary housing shall be allowed in the City except where expressly permitted by the applicable zoning regulations. Temporary housing is any dwelling unit that does not have a permanent roof or foundation. Trailers, RVs, tents and similar shelters are temporary in nature and shall not be permitted on residential lots except as permitted by this Code.

C. Temporary structures for construction/ sales offices.

A temporary structure may be used for the storage of construction materials, as a construction office or a sales office for managing a construction project, and is subject to the following requirements:

1. The temporary structure is to be used only during normal business hours for construction activities.
2. The temporary structure shall be located on the same property as the project under construction, as indicated by a recorded plat or final site plan. The temporary structure's location, size and general design shall be described on the construction staging plan, as required by (Development Standards) of this Title.
3. The temporary structure can be used with or without utilities or services.

4. Temporary structures shall not be more than one (1) story in height or more than one thousand two hundred fifty (1,250) square feet in area and shall be located with exterior walls ten (10) feet or more from adjacent property lines and twenty (20) feet or more from any other structure.
5. These structures are subject to permits issued by the building department. Temporary structures shall not be placed on site prior to the issuance of any site development grading or building permit and shall be removed upon issuance of a certificate of occupancy or substantial completion of the work associated with the applicable permit, whichever occurs first.
6. The temporary structure shall not be utilized as living quarters.

Commented [FS40]: We may also allow construction trailers at this of site grading, so we should also say " prior to the issuance of any site development, grading or building permit,,"

Commented [FS41]: and/or completion of the work associated with the applicable permit.

D. Temporary uses.

The intended purpose of a temporary use is for selling a product or to provide a temporary service which is for a short duration or seasonal in nature.

1. Temporary uses shall be limited to the following uses:
 - a. Christmas tree lots.
 - b. Agricultural product.
 - c. Fireworks stands.
 - d. Carnivals, circuses and festivals.
 - e. Flea markets.
 - f. Farmers' markets.
 - g. Promotional events on the same site as the principal use and shall be no greater than two thousand (2,000) square feet in area.
2. Temporary uses are subject to a temporary use permit. The proposed temporary use shall only be in operation for the duration described in this Section below during any calendar year. All temporary use permits expire December 31 of the year in which a temporary use permit is issued. The applicant will be allowed seven (7) days to set up before the effective date of the permit and to remove seven (7) days after the expiration of the permit.
3. The property where the proposed temporary use is to be located and/or the property owner of record shall not have any outstanding land use violations or obligations to the City.
4. The proposed temporary use may not be operated on the same lot that contains attached or detached single-family dwellings and shall be separated by at least fifty (50) feet from any

adjacent residential zone district. There shall also be a twenty-five-foot separation between temporary uses.

5. The proposed temporary use must be compatible with surrounding uses and have a positive impact on the community, which includes, but is not limited to, aesthetics, site design, architectural compatibility, lighting, noise and the absence of negative traffic and access impacts.
 6. If the temporary use is proposed to be located on private property, written permission must be obtained from the property owners. If the use is proposed to be located on City rights-of-way or City-owned property, a community event permit and license agreement must be approved by the City.
 7. Temporary structures, such as tents, sheds and trailers, may be utilized with a temporary use, so long as such temporary structures comply with the regulations and permitting requirements of the City and other referral agencies, including all electrical and generator connections and the requirements of this Section. Operable vehicles, such as RVs or semi-trucks, may also be used with a temporary use, subject to the requirements of this Section. At the termination of the temporary use, the temporary structures and vehicles must be removed within the seven-day removal time.
 8. All required parking for the temporary use shall be on the same site as the lot where the temporary use is located, and the number of required parking spaces described in Section ** of this Title shall be provided for the temporary use, which required parking spaces shall be in addition to the parking spaces required for the principal use of such property.
 9. The temporary use shall be operated in compliance with Title 8 of this Code, including but not limited to noise, litter, trash and debris from such use.
- E. Submittal requirements.

Requests for temporary structures or uses shall require the issuance of a permit. Application for a permit shall be accompanied by the following information:

1. A temporary use permit application.
2. A plot plan for the site which shall include:
 - a. All required setbacks for the zone district in which the temporary use is located.
 - b. Access to the temporary use and/or structure from a public right-of-way.
 - c. Dimensions of all existing and proposed structures, uses, display areas, vehicles and signs.

- d. Location of required off-street parking and loading areas. All temporary structures or uses permitted anywhere in the City that generate a need for parking shall provide parking on the same lot where the temporary structure or use is located. The number of parking spaces shall be determined in the manner provided by **Section **** of this Title.
3. An authorization letter from the legal property owner with an original signature giving the applicant permission to apply for a temporary use permit.
4. Permits from the Building Department as may be required by the City.
5. A vicinity map and narrative that demonstrates compatibility of the proposed temporary structure or use with the surrounding uses and the positive impact it will have on the community. The map and narrative shall include, but not be limited to, aesthetics, site design, architectural compatibility, lighting, noise and absence or mitigation of negative traffic or access impacts.
6. Copies of all pertinent certificates or permits required by any of the referral or regulatory agencies as deemed necessary by the Community Development Director to operate the proposed temporary use or to occupy the proposed temporary structure, as it relates to the public health, safety and welfare. This may include, but is not limited to, health certificates, tent permits, electrical permits, sign permits and nursery licenses.
7. Copy of a current City sales tax license for the temporary use, if applicable.

F. Signs.

Signs shall conform with **(signs section) of this Title.**

G. Temporary school structures.

In any zone district in which permanent educational facilities are expressly permitted, the Community Development Director may, by permit, allow the use of temporary structures on vacant land immediately adjacent to property to be used by any school district or charter school, as defined in Title 22, C.R.S., for newly constructed permanent educational facilities, for a period of time not to exceed three (3) years. The temporary structures shall be used for school classroom purposes only. To take advantage of this Subsection, the school district/charter school shall file a written application, on a form prescribed by the Community Development Director, for a temporary school structure permit. The application shall include proof of ownership or consent of the property owner; proof of adequate insurance; and information necessary for the siting, design, development, location and permitting of structures as provided in this Title and as determined by the Community Development Director. The Community Development Director may, in his or her sole discretion, grant the permit or deny the application.

Temporary Uses

Temporary Use	Duration	Extension
Christmas tree lots	30 days	15 days
Agricultural products	90 days	No
Fireworks stands	30 days	No
Carnivals, circuses and festivals	10 days	No
Farmers' markets	120 days	30 days
Flea markets	60 days	No
Promotional events	30 days	15 days

18.04.140 - Nonconforming Situations

A. Purpose and intent.

The purpose of this Section is to address uses, structures, lots, signs and other characteristics of property that were lawfully established but do not conform to one (1) or more provisions of this Title. This Chapter is intended to provide for the health and safety of the public and to reasonably safeguard the investment of property owners.

B. Definitions.

Legal nonconforming collectively refers to any and all legal nonconforming lots, legal nonconforming signs, legal nonconforming structures and other characteristics of a property that were legally established and that no longer conform to one (1) or more standards of this Title. Examples of other characteristics of a property which may be considered legal nonconforming at the discretion of the City based on current codes include buffer yards, landscaping and required off-street parking.

Legal nonconforming lot means a lot of record that has been legally established but no longer meets one (1) or more dimensional standards of this Title.

Legal nonconforming sign means a sign that was legal at the time and place it was installed and that no longer meets one (1) or more requirements of **Chapter 19.45** of this Title.

Legal nonconforming structure means a building, fence, wall and other structure, that was legal at the time and place they were established but that no longer meets one (1) or more standards of this Title, except those structures deemed to be unsafe or a nuisance as determined by the Building Official based on any applicable codes.

Legal nonconforming use means a use that was legally established but would no longer be permitted under current regulations (or that now requires special use approval) in the zone district in which it is located, but may continue provided such use is not discontinued for a period of three (3) or more consecutive months in accordance with Section 19.56.040.

C. Burden of proof.

The burden of proof regarding whether a use, structure, lot, sign or other characteristic of property is legally established as nonconforming shall be the responsibility of the owner, not the City. The Community Development Director, or his or her designee, shall make the determination as to whether the evidence is sufficient to consider the property legal nonconforming. Such determination may be appealed to the Planning Commission by the property owner within thirty (30) days of receipt of written notice from the Community Development Director by the property owner filing written notice of appeal with the City Clerk.

D. Continuation of nonconforming use, lot sign or structure.

Legal nonconforming uses, signs, lots and structures shall be allowed to continue in accordance with the following limitations:

1. Expansion of a legal nonconforming use is prohibited.
2. A legal nonconforming use, sign, lot or structure which ceases operations or ceases to be occupied for a period of three (3) or more consecutive months shall no longer be considered legal nonconforming and shall be therefore prohibited.
3. The use of a property as legal nonconforming use may only be changed to a use permitted by this Title or upon approval of a special use.
4. A legal nonconforming use may only be moved to a property in a zoning district in which the use is permitted by this Title or upon approval of a special use.
5. Mobile home parks that were lawfully established shall be considered legal nonconforming with the following limitations:
 - a. Such parks shall have in place directory poster and space identification in accordance with Section 18.30.080 of this Code.

- b. Mobile homes that are removed from such parks shall only be replaced with mobile homes that comply with all requirements of Chapter 19.22 of this Title to the extent practical, as determined by the City, in addition to the requirements of Title 15 of this Code.
- 6. Any enlargement, alteration, or expansion of a legal nonconforming structure that increases the degree of nonconformity shall be prohibited.
- 7. In the event that a legal nonconforming structure is damaged, destroyed or removed, by any means, to an extent of more than fifty percent (50%) of its structural replacement value, such structure shall not be restored or replaced except in conformance with the applicable regulations of this Code. Such value shall be determined by the City based on Weld County Assessor records. The owner may appeal such determination by filing a written appeal with the City Clerk and by submitting an independent, certified real estate appraiser's written opinion of valuation.
- 8. Maintenance, restoration or remodeling projects of legal nonconforming structure that cost twenty-five percent (25%) or less of the current fair market value of the structure shall not require any correction to existing nonconforming parking, landscaping or screening/buffering other than what may be required by fire and building codes. The cost of the maintenance, restoration or remodeling shall be as shown on the approved building permit application and the current fair market value of the existing structure shall be based on improvement value as determined by the records of the Weld County Assessor or an appraisal performed by a certified general appraiser licensed to do business in the State of Colorado utilizing the "cost" approach. This appraisal shall be performed at the applicant's expense. The Weld County Assessor's appraisal may be used if not more than twelve (12) months old.
- 9. Maintenance, restoration or remodeling projects that cost more than twenty-five percent (25%), but less than seventy-five percent (75%), of the current fair market value of the structure shall require a corresponding percentage increase in compliance with all design standard requirements of this Code including but not limited to parking, landscaping, paint and signage until the site achieves one hundred percent (100%) compliance. For example, if a site has only twenty percent (20%) compliance with the codes and the cost of the remodeling is thirty percent (30%) of the value of the building, then an additional thirty percent (30%) compliance is required for a total of fifty percent (50%).
- 10. Maintenance, restoration or remodeling projects that cost seventy-six percent (76%) or greater of the current fair market value of the structure shall require one hundred percent (100%) compliance with the design standard requirements of this Code.
- 11. Legal nonconforming signs.

Legal nonconforming signs shall be subject to the following regulations:

- a. A legal nonconforming sign may be altered in a way that does not increase its height or size or change its perimeter shape or location, without bringing the entire sign into conformance, provided that the cost of such alteration is less than fifty percent (50%) of the replacement cost of the sign. A sign or portion of a sign may be altered to change its copy or to decrease its nonconformity.
- b. In the event that a legal nonconforming sign is damaged, destroyed or removed, by any means, to an extent of more than fifty percent (50%) of its structural replacement value, such sign shall not be restored or replaced except in conformance with the applicable regulations of this Code. Such value shall be determined by the City based on building permit records and/or testimony of sign contractors.
- c. A legal nonconforming sign shall not be moved to a different property in the City unless it is situated on the new property in conformance with the applicable regulations of this Code.

18.04.04.150 – Telecommunications

A. Intent.

It is the intent of the City by establishing telecommunication standards to ensure the quality appearance for the placement, construction and modification of commercial and/or personal wireless service facilities that would ensure the quality and appearance of new or improved developments coinciding with the Evans Comprehensive Plan.

B. Plan required.

A site plan shall be submitted to the Community Development Department and contain the following information:

- 1. A site plan that shows the relative shape, size and location of all existing and proposed transmission structures, guy wires anchors, warning signs, fencing and access restrictions.
- 2. A report by a licensed professional engineer demonstrating compliance with applicable structural standards and the general structural capacity of the proposed facility.
- 3. The number, type and size of antenna that can be accommodated.
- 4. A report that includes the following, if applicable:
 - a. A description of any proposed telecommunications facility including height above grade, materials and color.

- b. A landscaping and/or visual mitigation plan (to scale) acceptable to the Director of Planning, detailing how screening from the public view will be accomplished, including cross sectional views, as appropriate.
 - c. An erosion control and revegetation plan.
 - d. Each permit application shall be accompanied at the time of filing by a fee as established by City Council by resolution.
- C. Any decision to deny an application requesting to place, construct or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.
- D. Definitions.

Accessory equipment for low-power telecommunications facility means equipment including buildings and cabinets, used to protect and enable radio switching equipment, backup power and other devices, but not including antennas that is necessary for the operation of a low-power telecommunications facility.

Antenna means device used in communications which transmits or receives radio signals.

Antenna tower means a structure built for the sole or primary purpose of supporting any Federal Communications Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including without limitation private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This includes guyed mast, lattice towers, monopole antennas, alternative antenna tower structures and towers taller than ten (10) feet constructed on top of another building, along with any separate building on the lot used to house any supporting electronic equipment.

Base station means a structure or equipment, other than a tower, at a fixed location that enables Federal Communications Commission-licensed or authorized wireless communications between user equipment and a communications network. The term includes any equipment associated with wireless communications services, including radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks). The term includes any structure, other than a tower, to which any of the equipment described above is attached.

Building roof or wall mounted telecommunications facility means a low-power telecommunication facility where antennae are mounted either on the roof or face of a legally existing building other than a building or structure accessory to a telecommunications facility. Facilities within this category may include micro-cell or repeater facilities.

Co-location means locating wireless communications equipment from more than one (1) provider on a single site.

Commercial Mobile Radio Service (CMRS) facility, also known as, *low-power telecommunication facility*, means an unstaffed facility consisting of antennae, equipment and equipment storage shelters used for the reception, switching and/or transmission of wireless telecommunications including, but not limited to, paging, enhanced specialized mobile radio, personal communications services, cellular telephone and similar technologies. These facilities operate at on thousand (1,000) watts or less of effective radiated power and within frequencies authorized by the Federal Communications Commission for such purposes.

Eligible telecommunications facility request means any request for a land use approval for the modification of an existing tower or base station that involves the collocation of new transmission equipment, the removal of transmission equipment or the replacement of transmission equipment.

Equipment storage shelter means structure used for freestanding CMRS facilities or, where necessary, roof or building-mounted facilities to house CMRS equipment. These shelters are not intended for human habitation and typically range between four hundred (400) and nine hundred (900) square feet.

Federal Communications Commission (FCC) means the federal agency responsible for licensing and regulating communication providers. The FCC has primary regulatory control over communications providers through its powers to control interstate commerce and to provide a comprehensive national system in accordance with the Federal Communications Act.

Freestanding telecommunication facility means a CMRS facility that consists of a stand-alone support structure, antennae, and any associated equipment storage shelter.

Lattice tower means a guyed or self-supporting three- or four-sided, open, steel frame structure used to support telecommunications equipment.

Micro-cell facility means a low-power telecommunications facility used to provide increased capacity in areas of high service demand or to improve coverage in areas of weak coverage.

Monopole means a structure composed of a single spire used to support telecommunications equipment.

Panel antenna means an antenna or array of antennas designed to concentrate a radio signal in a particular area.

Radio tower means a structure for sending and/or receiving an analog or digital communication signal over the air, excepting the standard "satellite dish" under thirty-six (36) inch diameter.

Repeater telecommunications facility means a low-power facility (CMRS) that extends coverage to areas not covered by the originating primary facility.

Telecommunications infrastructure means the cables, switches, radio towers and other facilities and equipment that are required to make telecommunications work.

Tower means any structure built for the sole or primary purpose of supporting any Federal Communications Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including without limitation private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Whip antenna means an antenna that transmits signals in three hundred sixty (360) degrees, and are typically cylindrical in shape.

Wireless communications site means an installation containing the transmitters, receivers and control equipment necessary to connect the mobile telephone system and the conventional wireline telephone network.

E. Standards for all low-power telecommunications facilities.

1. Except as provided for Section I in this Chapter, the standards in **Chapter 19.42** apply to all applications of low-power telecommunication facilities. The applicant shall demonstrate to the City, in writing, it meets all applicable standards and provisions of the Code.
2. The City encourages co-location of low-power telecommunication facilities to minimize the number of telecommunication sites, however, does not encourage the co-location of a large amount of co-located towers in the same area.
 - a. No low-power telecommunications facility owner or operator shall unfairly exclude a telecommunication competitor from using the same facility or location. Upon request by the City, the owner or operator shall provide evidence why co-location is not possible.
 - b. If a telecommunication competitor attempts to co-locate a facility on an existing or approved telecommunication facility or location, and the parties cannot reach agreement, the City may require a third party technical study at the expense of either or both parties to determine the feasibility of co-location.
3. Low-power telecommunication facility owners or operators shall verify that the low-power telecommunication facility complies at all times with the current Federal Communications Commission standards for cumulative field measurements of radio frequency power densities, electromagnetic fields and regulations prohibiting localized interference with reception of television and radio broadcasts.
4. If the low-power telecommunications facility ceases operating for six (6) consecutive months, the facility owner or operator shall remove it within ninety (90) days. If the facility is not

removed in that time, the City will notify the owner, by certified mail, to remove the facility or the City will remove it at the owners expense.

5. Any modifications to approved facilities shall be submitted to the Planning Department at least thirty (30) days prior to any modification to increase the wind or weight loading capacity, height or footprint of a tower, and may request copies of plans depicting such modification and other evidence necessary to demonstrate that such modifications are in compliance.
6. Low-power mobile radio service telecommunication facilities will comply with the following zone district use standard:

Zone district	Roof and/or building mount	Freestanding facility	Micro-cell or repeater
R-1E	SU	SU	SU
R-1	NP	NP	NP
RMH	NP	NP	NP
RMFH	NP	NP	NP
R-2	NP	NP	NP
R-3	SU	NP	SU
RC	SU	NP	SU
C-1	P	NP	P
C-2	P	NP	P
C-3	P	P	P
PUD	SU	SU	P
All industrial districts	P	P	P

P PERMITTED (use by right).
 NP NOT PERMITTED.
 SU SPECIAL USE REVIEW.

- F. Standards for freestanding telecommunication facilities.
1. Except as provided for Section I in this Chapter, A freestanding telecommunication facility shall meet the greater of the following minimum setbacks from all property lines:
 - a. The setback for a principal building within the applicable zoning district;
 - b. Twenty-five percent (25%) of the facility height, including antennas; or
 - c. The facility height, including antennas, if the facility is in or adjacent to any residentially zoned areas. The City shall consider a facility separated by a street or public right-of-way from a zoning district as adjacent to that zoning district.
 2. Except as provided for Section I in this Chapter, a freestanding telecommunication facility shall meet the following standards to minimize impacts:
 - a. Use existing land forms, vegetation and structures to aid in screening the facility from view or blending in with the surrounding built and natural environment.
 - b. Comply with all applicable landscape regulations.
 - c. Accommodate co-location of facilities unless the City approves an alternative design.
 - d. Design materials, colors of antennas, and their support structures, shall be compatible with the surrounding environments, and monopole support structures shall be thirty (30) inches at the base and tapered to the top, except in the industrial zone districts. Maximum lattice tower width shall be thirty-six (36) inches except in the industrial zone districts. Maximum cross bar length shall be fifteen (15) feet, except in the industrial zone districts.
 - e. No freestanding telecommunication facility over forty (40) feet in height shall be permitted unless approved as a special use in accordance with [Chapter 19.44](#) of this Title.
 3. Except as provided for Section I in this Chapter, accessory equipment for a freestanding telecommunication facility shall meet the following requirements:
 - a. The buildings, shelters, cabinets and other components shall be grouped as closely as technically possible.
 - b. The total footprint coverage area of the applicant's accessory equipment shall not exceed three hundred fifty (350) square feet.
 - c. No accessory structure shall exceed fifteen (15) feet in height.

- d. Design, materials and colors of all structures shall be compatible with structures and vegetation on the same parcel and adjacent parcels, and shall not reduce the parking requirement and landscaped area for other principal uses on the parcel.

G. Standard for micro-cell and repeater facilities.

Except as provided for Section I in this Chapter, micro-cell and repeater facilities must comply with all the standards for free-standing telecommunications facilities, including:

1. A micro-cell telecommunications facility or repeater telecommunication facility in a City street, right-of-way or electrical utility easement shall be exempt from the minimum setback requirements.
2. The maximum number of antenna per micro-cell telecommunication facility or repeater telecommunication facility shall be four (4) whip and panel antennas and one (1) microwave antenna.
3. No whip antenna shall exceed twelve (12) feet in length.
4. Panel antennas shall not exceed eighteen (18) square feet per micro-cell telecommunication facility or repeater telecommunication facility.
5. The maximum diameter of a microwave dish antenna shall not exceed two (2) feet.
6. A residential zoned parcel may only have one (1) micro-cell telecommunications facility or repeater telecommunication facility. A building with residential units on a nonresidential zoned parcel may have two (2) micro-cell telecommunication facilities or repeater telecommunication facilities.

H. Standards for building wall or roof mounted telecommunication facilities.

Except as provided for Section I in this Chapter, building wall or roof mounted telecommunications facilities must comply with the following:

1. A building wall mounted telecommunication facility may encroach into a setback a maximum of two and one half (2½) feet, but shall not extend over a property line.
2. A building roof mounted telecommunication facility, including antennas, shall not exceed the maximum structure height within the applicable zoning district, with the following exceptions for facilities on existing buildings exceeding or within five (5) feet of the height limit.
 - a. Whip antennas shall extend no more than ten (10) feet above the parapet of any roof or the structure to which they are mounted.

- b. Panel antennas shall extend no more than five (5) feet above the parapet of the roof to which they are mounted.
 - c. Accessory equipment structures shall extend no more than five (5) feet above any parapet of the roof to which they are mounted.
3. A building wall mounted telecommunication facility shall adhere to the following design standards to minimize impacts:
- a. Design materials, colors and location of the facility shall be compatible with the building and wall it is mounted on, and minimize adverse visual impacts.
 - b. Mounting of antennas shall be as flush to the building wall as technically possible and shall not extend above the roof line of the building.
 - c. Maximum area of panel antennas per building face shall not exceed twenty (20) square feet per facility or an aggregate total of sixty (60) square feet for all facilities.
4. A building roof mounted telecommunication facility shall adhere to the following design standards to minimize impacts:
- a. Design, materials, colors and location of the facility shall be compatible with the building it is mounted on, and minimize adverse visual impacts.
 - b. Antennas, support structures, accessory equipment and all other roof-mounted appurtenances shall not exceed an aggregate total of twenty-five percent (25%) of the building roof area.
 - c. Only one (1) roof-mounted telecommunication facility support structure may extend more than ten (10) feet above the existing building or structure.
5. The low-power telecommunication facility shall be mounted on a building wall if feasible, otherwise it may be mounted on the roof.
6. A residential zoned parcel or building with residential units may only have one (1) building wall or roof-mounted telecommunication facility.
7. Accessory equipment for a building wall or roof-mounted telecommunication facility shall meet the following requirements:
- a. The buildings, shelters, cabinets, and other components shall be grouped as closely as technically possible.

- b. Total footprint coverage area of the applicant's accessory equipment shall not exceed three hundred fifty (350) square feet.
 - c. No structure shall exceed fifteen (15) feet in height.
 - d. Design, materials and colors shall be compatible with structures and vegetation on the same parcel and adjacent parcels, and shall not reduce the parking requirements and landscaped area for other principal uses on the parcel.
- I. Eligible telecommunications facility requests.
- 1. Applicability. This Subsection applies to all eligible telecommunications facility requests for land use approvals.
 - 2. Expedited review.
 - a. An eligible telecommunications facility request shall be approved or denied within 60 days of the date of the request. This time period may be tolled only by mutual agreement or where an application is incomplete.
 - b. If the City fails to approve or deny an eligible telecommunications facility request within the time frame for review (accounting for any tolling), the request shall be deemed granted; provided that this automatic approval shall become effective only upon the City's receipt of written notification from the applicant after the review period has expired (accounting for any tolling) indicating that the application has been deemed granted.
 - 3. Application materials.
 - a. An applicant for an eligible telecommunications facility request shall be required to submit only such documentation and information as is reasonably necessary to determine whether a proposed modification would substantially change the physical dimensions of an eligible tower or base station.
 - b. The City shall prepare, and from time to time revise, and make available an application form which shall be limited to the information necessary for the City to consider whether an application would substantially change the physical dimensions of an eligible telecommunications facility request. Such information may include, without limitation, whether the project: (1) would result in a substantial change; and (2) violates a generally applicable law, regulation, or other rule reasonably related to public health and safety. The application may not require the applicant to demonstrate a need or business case for the proposed modification or collocation.
 - 4. Incomplete applications.

- a. When an application is incomplete, the City shall provide written notice to the applicant within 30 days, clearly and specifically identifying all missing documents or information.
 - b. If an application remains incomplete after a supplemental submission, the City has 10 days to once again notify the applicant. Second or subsequent notices of incompleteness may not require the production of documents or information that was not requested in the original notice of incompleteness.
5. Review.
- a. Denial. A decision to deny an eligible telecommunications facility request shall be in writing and shall provide a description of reasons for the denial.
 - b. Approval.
 - i. Notwithstanding any other provision of this Code, the City shall approve any eligible telecommunications facility request that does not substantially change the physical dimensions of a tower or base station.
 - ii. The City may approve an eligible telecommunications facility request that substantially changes the physical dimensions of such tower or base station if it complies with the remainder of this Section.
 - iii. The City may condition the approval of any eligible telecommunications facility request on compliance with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety.
6. Substantial Change.
- a. A substantial change in the height of an existing tower or base station occurs as follows:
 - i. For a tower outside of a public right-of-way, when the height of the tower is increased by more than ten percent (10%), or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater.
 - ii. For a tower located in a public right-of-way or for a base station, when the height of the structure increases by more than ten percent (10%) or by more than ten (10) feet, whichever is greater.
 - b. Changes in height are measured as follows:

- i. When deployments are separated horizontally, changes in height shall be measured from the original support structure, not from the height of any existing telecommunications equipment.
 - ii. When deployments are separated vertically, changes in height shall be measured from the height of the tower or base station, including any appurtenances, as the tower or base station existed on February 22, 2012.
- c. A substantial change in the width of an existing tower or base station occurs as follows:
- i. For a tower outside of public rights-of-way, when the addition of an appurtenance to the body of the tower protrudes from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
 - ii. For a tower in public right-of-way or a base station, when the addition of an appurtenance to the body of the structure would protrude from the edge of the structure by more than six (6) feet.
- d. A substantial change also occurs for an existing tower in a public right-of-way or an existing base station as follows:
- i. When the change involves the installation of any new equipment cabinets on the ground, if no ground cabinets presently exist; or
 - ii. When the change involves the installation of ground cabinets that are more than ten percent (10%) larger in height or overall volume than any existing ground cabinets.
- e. A substantial change also occurs for an existing tower or base station when any of the following exist:
- i. When the change involves installation of more than the standard number of new equipment cabinets for the technology involved, or more than four (4) new cabinets, whichever is less.
 - ii. When the change entails any excavation or deployment outside the current site.
 - iii. When the change would defeat the concealment elements of the eligible support structure.
 - iv. When the change does not comply with conditions associated with the original siting approval of the construction or modification of the tower, base station or base station equipment. This limitation does not apply if the non-compliance is due to an increase

in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in Subsections (6)(a) through (6)(e)(ii) hereof.

J. Nonconforming uses and buildings.

1. All property within existing developments on the effective date of this Chapter which is not in compliance with the provisions of this Chapter shall be considered legal nonconforming.
2. A micro-cell telecommunication facility or repeater telecommunication facility cannot be constructed on structures or buildings established as legal nonconforming.

18.04.160 – Special Uses

A. Intent.

The intent of this Chapter is to provide for the evaluation of special land uses in order to determine if the use has the potential to adversely affect other land uses, transportation systems, public facilities, or the like, in the surrounding neighborhood thereby ensuring that special uses will not harm the health, safety and welfare of the City and its residents. The City Council may disapprove any such request, or may impose such conditions and safeguards as may be required to maintain the intent of this Zoning Code.

B. Procedure for special use permits.

The following procedure shall be followed by the applicant for a special use permit:

1. Preapplication Conference
 - a. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.
 - b. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.
 - c. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is to have constructive dialogue occur and for the applicant to receive some guidance on the request and the special use process.

- d. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.
 - e. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.
2. After the preapplication conference, applicants shall submit one copy of a special use application to the Community Development Department.
 3. City Staff shall review the application for completeness within ten working (10) days of submission. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed. If application is substantially different than the proposed application discussed at the preapplication conference, City staff may require an additional preapplication conference to discuss application.
 4. Once the submittal is determined complete, staff will notify the applicant of the number of copies of the application required to be submitted for distribution to referral agencies. Referral packets, with all exhibits folded to 9" × 12", shall be provided by the applicant to the Community Development Department. Community Development staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.
 5. All special use applications may be submitted to the following departments and agencies for review and comment, if in the opinion of the Community Development Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application:

(Insert list of referral agencies)
 6. The applicant shall notify and meet with adjacent landowners and homeowners' associations concerning the special use application as required by staff.
 7. Referral agencies shall comment in writing within twenty-five (25) days of the agency receiving a complete submittal. The Community Development Department shall forward referral comments to the applicant in a timely manner. The failure of any agency to respond within twenty-five (25) days shall for the purpose of the hearings be considered no comment on the plan by that agency. The applicant is encouraged to meet with the planning staff, referral agencies and other interested parties to address any concerns.
 8. The staff will review the referral comments and discuss the concerns with the applicant. The applicant shall address each issue identified by the referral agencies and revise the application as needed. The revised application must comply with all technical and/or regulatory requirements of the referral agencies and shall include a narrative that addresses each revision.

Referral agencies shall comment in writing within fifteen (15) days of the agency receiving the revised application. Should subsequent revisions be required, each revision shall follow the process described herein.

9. Once all issues have been satisfactorily addressed, the staff shall notify the applicant of the scheduled date for the public hearing and time and prepare a staff report for the Planning Commission.
10. The applicant is responsible for providing public notice prior to the Planning Commission and City Council hearings in compliance with the public notice requirements in ** (public notice section) of this Title.
11. The Planning Commission shall evaluate the application, referral comments, staff report and public testimony, and recommend approval, approval with conditions, denial, or continue the hearing for additional information or further study. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (C) below have been satisfied. The Planning Commission's decision shall be based on the evidence presented and compliance with the criteria for special use described in Subsection (C) below.
12. After the Planning Commission makes a recommendation on the application, the City Council shall hold a public hearing and consider the application at a regular or special meeting within thirty (30) days. The City Council shall approve, approve with conditions or deny the application. Any action on the application shall be made by resolution. Approvals shall be recorded at the office of the Weld County Clerk and Recorder. Approval and any conditions of approval shall "run with the land," and shall apply to subsequent owners of the property, and shall not be transferable to any other property.

C. Criteria for special uses.

1. All special uses are listed within each zoning district. If a use is proposed that is not defined within this Code and does not reasonably fall within the definition of any defined use in the this Code, the property owner may apply for a special use approval in accordance with this Chapter.
2. Criteria. The following criteria shall be used to evaluate special use applications:
 - a. The proposed use is found to be unlikely to harm the health, safety or welfare of the City or its residents.
 - b. The proposed use would benefit the City in terms of employment, tax revenue or other similar effects, as compared to the absence of the proposed use.
 - c. The proposed use shall be consistent with the Comprehensive Plan and shall be compatible with the surrounding area.

Commented [KS42]: Keep?

- d. The location, size, design and operating characteristics of the proposed use shall be compatible with the existing and proposed future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity. Reasonable conditions may be placed on uses by special review to protect the public health, safety and welfare by mitigating impacts.
- e. The site shall be physically suitable for the type and intensity of the proposed land use.
- f. The proposed land use shall not adversely affect traffic flow and parking in the neighborhood.
- g. The location of other approved special uses in the neighborhood shall be determined, in order to avoid an over-concentration of such uses.
- h. Mini-storage units shall also comply with the following standards:
 - (1) Setbacks of buildings from all streets shall be a minimum of twenty-five (25) feet.
 - (2) A ten-foot-wide buffer area of natural growth, including trees and shrubs approved by the City, shall be installed and maintained along the entire length of any boundary of the development that is adjacent to a residentially zoned district, whether or not such boundary is separated by a street, alley or easement or other right-of-way. Such buffer may, if required by the City, include a six-foot-high screen composed of natural or manmade materials.
 - (3) Landscaping plans must be presented with the application and must be approved by City. Such plans must show the proposed types and locations of all natural plantings, ground coverings, and screening, including the size and number of trees.
 - (4) Architectural design plans and elevations must be presented with the application and must be approved by City. Architectural plans and elevations must indicate the size and locations of all structures including the proposed exterior design and wall and roof coverings of the buildings. Architectural plans will be examined to ensure that the proposed development's features such as height, length, facade, color, etc., are compatible with the surrounding area.
 - (5) No changes shall be made to any approved plans which would alter the character of the building(s) or use of the property without prior approval of the City Council.
 - (6) Exceptions to the mini-storage requirements may be granted provided all of the following criteria are met:

- i. Such use is found to be compatible with the surrounding area;
- ii. Such use shall not adversely affect the surrounding area;
- iii. Such use shall not adversely affect the future development of the area;
- iv. Due to the proposed geographical location of such use or other physical situation of the land or building, practical difficulty or unnecessary hardship which has not been self-imposed would deprive the owner/tenant of the property of the reasonable use of the site or portion of the site in question; and
- v. The purpose and intent of this Code is maintained.

(7) Miscellaneous conditions within the "C" and "RC" zone districts:

- i. Within the mini-storage facility premises, uses such as distribution centers, assembly or manufacturing, retail sales or any use other than storage is prohibited, with the exception of the sale or rental of accessory items typically used for moving, including but not limited to boxes, hand-trucks and moving vans.
 - ii. Fully screened, outdoor storage for recreational vehicles, boats, vacant trailers (excluding mobile homes) and similar items that are well maintained and in good condition may be approved as part of the mini-storage unit facility. Plans for such screening must have the approval of the City. The maximum area of such outdoor storage use shall not exceed twenty-five percent (25%) of the total site.
- i. Car wash facilities shall also comply with the following standards:
- (1) Character of the area of the site, including proximity of residential property to the site and proximity of existing car wash facilities;
 - (2) Hours of operation;
 - (3) Presence or absence of a system for reclaiming and reusing water;
 - (4) Building height, including whether the facility would have the capability to service commercial vehicles and/or recreational vehicles (RVs);
 - (5) Site design, including orientation and distance of the wash bays to the nearest street;
 - (6) Any other factors which could serve to mitigate or aggravate the undesirable aspects of car wash facilities.

- j. Oil and gas facilities. Oil and gas facilities shall only be installed, erected and/or constructed in accordance with Chapter 16.28, Oil and Gas Exploration and Development. Landscaping plans must be presented with the application and must be approved by City. Such plans must show the proposed types and locations of all natural plantings, ground coverings and screening, including the size and number of trees.

D. Business and industrial uses - oil and gas well locations

1. Notwithstanding any other provision in this Zoning Code, the City Council shall have the power to direct the location and regulate the use and construction of the following:
 - a. Breweries
 - b. Distilleries
 - c. Livery stables
 - d. Blacksmith shops
 - e. Foundries
 - f. Slaughterhouses and byproducts plants
 - g. Packing houses
 - h. Renderies
 - i. Tallow candleries
 - j. Bone factories
 - k. Soap factories
 - l. Tanneries
 - m. Dehydrating plants
 - n. Dairies
 - o. Any offensive or unwholesome business or establishment
2. Any business or establishment listed above shall first obtain specific permission from the City Council through the special use process before a building permit may be issued.

3. No building permit shall be issued for any building not in compliance with setbacks from any oil or gas well or ancillary equipment, as established in Chapters 15.48 and 16.28 of this Code.
4. No building permit shall be issued for any building not in compliance with setbacks from any abandoned oil or gas wells as established in Chapters 15.48 and 16.28 of this Code, until and unless the applicant, by clear and convincing evidence, can demonstrate to the City Council that the well has been abandoned and plugged in accordance with all federal, state, and local laws and regulations and that the issuance of such permit will not endanger any person or property. The Council may require such independent tests and reports as it deems necessary prior to final consideration of such permit. If a permit is approved, the Council may impose such conditions as it deems necessary or advisable for the protection of persons and property.

E. Expiration and Revocation.

1. Unless otherwise stated in the approving resolution, all special permits shall be subject to the provisions of Section 18.**.** (Expiration of approvals).
2. Approval of any special use that is discontinued for three (3) or more consecutive months shall become null and void and such use shall not be allowed to recommence without again obtaining special use approval, unless otherwise stated in the approving resolution.
3. If, at any time, the owner or tenant of a property that has received a special use permit fails to comply with any condition of approval, or the application or testimony of an applicant is found to have been false or misleading, or the use differs from that which was approved, or the use causes legitimate complaints from others in the area of the use, the City Council may review the special use approval and may revoke such approval by resolution, after conducting a public hearing on the revocation. Notice of the public hearing shall be the same as is required in this Section for the public hearing on the initial application.

18.04.170 – Zoning Amendments

A. Initiation.

Amendments to the official zoning map may be initiated by:

1. Planning Commission;
2. City Council;
3. City Manager; or
4. Any owners of land in the City who wish to have the zoning of land they own changed.

B. Application.

1. A landowner wishing to have the zoning designation of his or her land changed shall file an application for amendment to the official zoning map with the Community Development Department on such forms provided by the City.
2. If the requested zoning includes planned unit development (PUD) zoning, the application shall include a development and plan guide meeting the following requirements:
 - a. The legal description of the area;
 - b. A survey plat showing the outer boundaries of the area and showing elevation contours at two-foot intervals;
 - c. A site plan showing the location of all buildings, signs, streets, lanes, parking areas, parks, open areas, recreational facilities and all other improvements; the site plan shall show the dimensions of all structures, streets, parking areas and recreational facilities, and shall show the distances between structures and boundary lines;
 - d. Preliminary drawings of all buildings, with elevations;
 - e. A landscape plan showing the location of landscaped areas and containing a narrative statement describing how the area will be landscaped;
 - f. A preliminary engineering plan for streets, sidewalks, lanes, utility lines and drainage facilities, including any access points to the PUD;
 - g. An indication of the location, height and size of proposed signs, lighting and advertising devices;
 - h. A narrative statement of how each building and structure will be used, the volume of business expected to be conducted at any commercial or industrial establishment, the hours of business of those establishments, the number of employees expected to work in any commercial or industrial establishment, the number of dwellings units in each building, and all other information calculated to disclose, to the extent possible, the uses to which the area will be put and the impact of those uses on the area and on land adjoining the area;
 - i. A statement of how the co-owned area will be managed, used and maintained, and including a projected budget for a reasonable period of time for the operation and maintenance of such areas;
 - j. A preliminary development schedule.

C. Procedures for Zoning Amendments.

1. Preapplication Conference

- a. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.
 - b. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.
 - c. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is to have constructive dialogue occur and for the applicant to receive some guidance on the request and the zoning amendment process.
 - d. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.
 - e. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.
2. After the preapplication conference, applicants shall submit one copy of zoning amendment application to the Community Development Department.
3. City staff shall review the application for completeness within ten working (10) days of submission. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed. If application is substantially different than the proposed application discussed at the preapplication conference. City staff may require an additional preapplication conference to discuss application.
4. Once the submittal is determined complete, staff will notify the applicant of the number of copies of the application required to be submitted for distribution to referral agencies. Referral packets, with all exhibits folded to 9" × 12", shall be provided by the applicant to the Community Development Department. Community Development staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.
5. All zoning amendment applications may be submitted to the following departments and agencies for review and comment, if in the opinion of the Community Development Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application:

(Insert list of referral agencies)

6. The applicant shall notify and meet with adjacent landowners and homeowners' associations concerning the application as required by staff.
7. Referral agencies shall comment in writing within twenty-five (25) days of the agency receiving a complete submittal. The Community Development Department shall forward referral comments to the applicant in a timely manner. The failure of any agency to respond within twenty-five (25) days shall for the purpose of the hearings be considered no comment on the plan by that agency. The applicant is encouraged to meet with the planning staff, referral agencies and other interested parties to address any concerns.
8. The staff will review the referral comments and discuss the concerns with the applicant. The applicant shall address each issue identified by the referral agencies and revise the application as needed. The revised application must comply with all technical and/or regulatory requirements of the referral agencies and shall include a narrative that addresses each revision. Referral agencies shall comment in writing within fifteen (15) days of the agency receiving the revised application. Should subsequent revisions be required, each revision shall follow the process described herein.
9. Once all issues have been satisfactorily addressed, the staff shall notify the applicant of the scheduled date for the public hearing and time and prepare a staff report for the Planning Commission.
10. The applicant is responsible for providing public notice prior to the Planning Commission and City Council hearings in compliance with the public notice requirements in ** (public notice section) of this Title.
11. The Planning Commission shall evaluate the application, referral comments, staff report and public testimony, and recommend approval, approval with conditions, deny, or continue the hearing for additional information or further study. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The Planning Commission's decision shall be based on the evidence presented and compliance with the criteria described in Subsection (D) below.
12. After the Planning Commission makes a recommendation on the application, the City Council shall hold a public hearing and consider the application at a regular or special meeting within thirty (30) days. Applying the criteria in Subsection (D) below, the City Council shall approve, approve with conditions or deny the zoning amendment application. Action on the application shall be made by resolution.
13. If the Council decides to rezone the property, Council shall adopt an ordinance rezoning the property. To this ordinance will be attached the development plan and guide, if planned development zoning is proposed.

Commented [KS43]: Keep?

D. Criteria

The Planning Commission and City Council, in review of zoning amendment application, shall consider the following factors:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development;
6. Additional municipal service costs will not be incurred which the City is not prepared to meet;
7. There are minimal environmental impacts or impacts can be mitigated;
8. The proposal is consistent with the Evans Comprehensive Plan maps, goals and policies; and
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

18.04.180 - Concurrent zoning and annexation.

A. Intent.

The purpose of this Section is to provide a procedure to process annexation and zoning requests concurrently. In all proceedings for the annexation of territory to the City, the Council shall require concurrent zoning of the same, and no territory shall be annexed unless the zoning is established immediately thereafter. No new annexations of territory that will require concurrent zoning which includes any residential use will be made to the City unless two-thirds of the entire Council approves the annexation ordinance.

B. Filing of petitions.

Petitions for annexation and for annexation elections shall be filed with the City Clerk. The City Clerk shall refer the petitions to the City Council as a communication.

C. Review of petitions.

1. Upon receipt of the petitions, the City Council, without undue delay, may (1) determine that the petitions do not substantially comply with the requirements of Subsection 31-12-107(l)(a), C.R.S., which will require that no further action be required; (2) determine that the petitions do substantially comply with the requirements of Subsection 31-12-107(l)(a), C.R.S., which will require that the City Council establish by resolution the date, time and place that the City Council will hold a public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the hearing, unless otherwise required by state law; or (3) table any action on the annexation petitions for a period of time not to exceed one hundred eighty (180) days.
2. The Planning Commission shall not accept for review any zoning proposal or applications for real property proposal or applications for real property located outside of the City boundaries until the City Council has determined that annexation petitions describing the property substantially comply with the requirements of Subsection 31-12-107(l)(a), C.R.S., or the City Council has tabled any action on the annexation petitions for a period of time not to exceed one hundred eighty (180) days.

18.04.190 - Variances

A. Intent.

Variances are deviations from the dimensional requirements, design or numerical requirements or limitations and other provisions of this Title, not related to use of the property, that would not be contrary to public interest when, owing to special circumstances or conditions, the literal enforcement of the provisions of this Title would result in undue and unnecessary hardship. Variances shall only be granted in accordance with the terms of this Section.

B. Limitations on variances.

1. Applications for variances from certain dimensional requirements of this Title. Authorized variances shall be limited to:
 - a. Minimum area of lot;
 - b. Minimum width of lot;
 - c. Maximum height of structures and fences;
 - d. Minimum front yard setback;
 - e. Minimum side yard setback;
 - f. Minimum rear yard setback;

Commented [O44]: City Council stated that they want to retain current process, which is have the Board of Zoning Appeals hear the request first and they make a recommendation to the City Council. The Planning Commission is not involved.

g. Minimum off-street parking requirements;

h. Sign setbacks, height or placement on a lot or building.

2. City shall not consider any variance request for a use not permitted within a zone district.

Commented [O45]: Do we need to take out City Council here??

C. Procedure for variance requests.

1. Preapplication Conference

a. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.

b. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.

c. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is to have constructive dialogue occur and for the applicant to receive some guidance on the request and the zoning amendment process.

d. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.

e. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.

2. Applicants shall submit one copy of the application to the Community Development Department.

3. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed. If application is substantially different than the proposed application discussed at the preapplication conference, City staff may require an additional preapplication conference to discuss application.

4. The staff will review the application and discuss the concerns with the applicant. The applicant shall address each issue identified by the staff and revise the application as needed.

5. Once all issues have been satisfactorily addressed, the staff shall notify the applicant of the scheduled hearing date and time and prepare a staff report for the Board of Zoning Appeals.
6. The applicant is responsible for providing public notice ~~prior to the Board hearing~~ in compliance with the public notice requirements in ** (public notice section) of this Title.
7. The Board of Zoning Appeals shall evaluate the application, staff report and public testimony, and continue the hearing for additional information or further study, recommend approval, approval with conditions, or denial of the application. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The Board of Zoning Appeals' recommendation shall be based on the evidence presented and compliance with the criteria for variances described in Subsection (D) below.
8. After the Board of Zoning Appeals makes a recommendation on the application, the City Council shall hold a public hearing and consider the application at a regular or special meeting within thirty (30) days. Applying the criteria in Subsection (D) below, City Council shall grant the requested variance, grant a variance differing from the request or deny the variance. The City Council may place conditions on such approval. All actions on the application shall be made by written resolution.

Commented [O46]: Do we remove this?

Commented [KS47]: Keep?

Commented [FS48]: Remove PC Section

D. Criteria for a variance

1. All of the following circumstances must be determined to be true in order to to approve a variance:
 - a. Approval of the variance would not jeopardize the health, safety or welfare of any person;
 - b. The grant of variance is the minimum variance that will make possible the reasonable use of the parcel, building or structure;
 - c. Literal interpretation and enforcement of the terms and provisions of this Title would deprive the applicant of rights commonly enjoyed by other parcels in the same zoning district and would cause the applicant unnecessary hardship, as distinguished from mere inconvenience. In determining whether an applicant's rights would be deprived, the Board of Zoning Appeals and the City Council shall consider whether either of the following conditions apply:
 - (1) There are special conditions and circumstances that are unique to the parcel, building or structure, that are not applicable to other parcels, structures or buildings in the same zone district and that do not result from the actions of the applicant; or

(2) Granting the variance will not confer upon the Applicant any special privilege denied by the Evan Comprehensive Plan and the terms of this Title to other parcels, buildings or structures, in the same zone district.

d. Such practical difficulty and unnecessary hardship have not been unreasonably self-imposed by the applicant.

E. Duration, Expiration and Revocation.

1. Unless otherwise stated in the approving resolution, all variance approvals not exercised within six (6) months from the date of the approving resolution shall become null and void.
2. Unless otherwise provided by the City Council, all variances shall be valid for the duration of the use or activity and such variances run with the land, not the owner. When the activity or use terminates, or is found by a court of competent jurisdiction to be violating the allowances permitted by the City Council, the variance shall terminate.
3. If, at any time, the owner or tenant of a property that has received a variance fails to comply with any condition of approval, or the application or testimony of an applicant is found to have been false or misleading, or the Applicant's actions differ from that which was approved, the City Council may review the variance approval and may revoke such approval by resolution, after conducting a public hearing on the revocation. Notice of the public hearing shall be the same as is required in this Section for the public hearing on the initial application.

18.05 - Site Plan and Plot Plan Regulations

18.05.010. Purpose.

It is the intent of this Chapter to promote orderly and sound development standards as they apply to the City. Site development standards are intended to enhance and protect the community's natural as well as man-made environments. Site plan approval is needed for a building permit for all multi-family, commercial and industrial developments as well as parks, open space and trails.

18.05.020 Site plan process.

The requirements as set forth in this Section may be waived or modified as determined by the City Manager or his or her designee based on the size of the proposed land area to be developed and the intensity of development proposed by the applicant.

Commented [FS49]: The City Council wants all site plans to be administratively approved. This should eliminate the need for public notice and neighborhood meetings.

A. Preapplication Conference

1. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.
2. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.
3. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is then to have constructive dialogue occur and for the applicant to receive some guidance on the request and the site plan process.
4. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.
5. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.

B. Sketch Plan.

1. If the property to be developed is larger than three (3) acres or the proposed building will be greater than ten thousand (10,000) square feet, the applicant will need to bring a sketch plan to the pre-application conference. The sketch plan shall be at least eleven (11) inches by seventeen (17) inches in size and include:
 - a. Lot dimensions.
 - b. Building location and dimensions.
 - c. Parking information including number of proposed spaces and location.
 - d. Access points to adjacent streets.
 - e. Location of both existing and proposed utilities and connections.
 - f. Proposed landscaping location and description.

g. A visual representation and written description of the proposed architectural details, including signs and lighting.

h. A written description of the proposed development.

C. Application requirements.

After a pre-application conference, the applicant shall submit to the Community Development Department one copy of the site plan application and all supporting documentation in paper and one electronic copy of all submitted documents, either via email, CD or flash drive. Included in the submission shall be a narrative that will enable the City staff to evaluate the impacts of the development on the City and include the following information:

1. Soils description and limitations.
2. A statement of any known hazards and other important environmental conditions present on the property.
3. Floodplain information.
4. A description of all structures to be built on the site, including size, quantity, use and the number of units per structure.
5. A statement explaining the phasing of the development.
6. Complete listing of landscape material costs and installation costs.
7. Evidence of current ownership, acceptable to the City Attorney, such as a copy of an updated title policy or commitment, current within thirty (30) days.
8. A list of all landowners and addresses within five hundred (500) feet of the subject property.
9. If the use is nonresidential, the number of employees and the type of activity shall be specified. If the use is residential, the type of units and the number of each unit to be built shall be specified.
10. For all commercial, industrial and multifamily applications, an economic impact report describing the impacts of the development on City services and tax base must be submitted. If the application is part of a previously approved PUD and as part of the PUD approval process there was an economic impact report submitted then no report is necessary. If there was not an economic impact report submitted as part of a PUD approval process then an economic impact report is required.

11. If there are any easements or public utilities on the property the applicant shall be responsible for submitting all plans for review and comment to the appropriate entity. The applicant shall submit all comments from easement holders and public utilities to the staff.

12. If a neighborhood meeting is conducted, the information from the neighborhood meeting shall be submitted.

Commented [FS50]: A neighborhood meeting may not be necessary if everything is administrative.

D. City Staff shall review the application for completeness within ten working (10) days of submission. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed. If application is substantially different than the proposed application discussed at the preapplication conference, City staff may require an additional preapplication conference to discuss application.

E. Neighborhood meetings. If the Community Development Director determines that neighborhood meetings are appropriate in connection with a site plan application the applicant shall be responsible for the following:

Commented [FS51]: See above

1. If the total acreage of the project is greater than three (3), the total square footage of all buildings is greater than ten thousand (10,000) feet or adjacent zoning is not the same as the subject property, the applicant will be required to hold a neighborhood meeting to present the project and hear comments. This is separate from the City's public hearing process, and City staff may or may not attend. The applicant will be responsible for notifying the neighbors as outlined in Paragraph 18.25.020.E.1., notifying the City of the meeting, and making a summary report to the City with regard to attendees, questions and other issues raised at that meeting. This neighborhood meeting shall take place after the site plan is accepted as complete by the City but prior to any scheduled public hearing or other public meeting that is required by the City.

F. The applicant is responsible for posting the property with notice of the application.

Commented [FS52]: No need to post the property

Commented [FS53]: This could hve new heading such as "Review and Referral Process"

1. A Once the submittal is determined complete, staff will notify the applicant of the number of copies of the sketch plan required to be submitted for distribution to referral agencies. Referral packets, with all plan exhibits folded to 9" x 12", shall be provided by the applicant to the Community Development Department. Community Development staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.

2. All sketch plan applications may be submitted to the following departments and agencies for review and comment, if in the opinion of the Community Development Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application:

a. (Insert list of referral agencies)

3. The applicant shall notify and meet with adjacent landowners and homeowners' associations concerning the sketch plan application as required by staff.

Commented [FS54]: Eliminate

4. Referral agencies shall comment in writing within twenty-five (25) days of the agency receiving a complete submittal. The Community Development Department shall forward referral comments to the applicant in a timely manner. The failure of any agency to respond within twenty-five (25) days shall for the purpose of the hearings be considered no comment on the plan by that agency. The applicant is encouraged to meet with the planning staff, referral agencies and other interested parties to address any concerns.

Commented [O55]: Working

Commented [O56]: Working

5. The staff will review the referral comments and discuss the concerns with the applicant. The applicant shall address each issue identified by the referral agencies and revise the plan as needed. The revised plan must comply with all technical and/or regulatory requirements of the referral agencies and shall include a narrative that addresses each revision. Referral agencies shall comment in writing within fifteen (15) days of the agency receiving the revised plan. Should subsequent revisions be required, each revision shall follow the process described herein.

Commented [O57]: Working

G. After the application is deemed complete and the process described in this section has been completed, the Community Development Department shall approve, approve with conditions or deny the application.

H. Post approval actions.

1. Denial of a site plan by City staff may be appealed to the City Council. Written notice of an appeal must be received by the City within 10 days of the date of staff's decision.

2. Upon final approval by the City, the applicant shall submit two (2) original Mylars of the approved site plan to the City to be signed, then to the Weld County Clerk and Recorder's office for recording.

18.05.030 - Site plan map standards.

The site plan map, required for all application under this Chapter, shall be a minimum of twenty four (24) inches by thirty-six (36) inches and shall provide the following information:

A. Title of project.

B. North arrow, scale (no greater than 1" = 50') and date of preparation.

C. Vicinity map showing aerial photos.

D. Address of project.

- E. Legal description of property.
- F. Name, address, email and phone number of property owner.
- G. Name, address, email and phone number of person or firm responsible for plan (applicant).
- H. Lot size (square footage).
- I. Bearings and distances of all lot lines.
- J. Existing and proposed easements and rights-of-way.
- K. Parking plan showing all spaces, landscaping and dimensions including required accessible parking.
- L. Existing and proposed paved areas and sidewalks on the site and in the adjacent rights-of-way, all dimensioned, showing how pedestrians will have access to the site and buildings.
- M. Gathering areas for people.
- N. Existing and proposed curb cuts on the site and in the adjacent rights-of-way (on both sides of perimeter streets), all dimensioned.
- O. Existing and proposed two-foot contours.
- P. Existing waterways on or adjacent to the site.
- Q. Footprint (including roof overhangs and eaves, decks, balconies, outside stairs and landings) of all proposed structures and their use with their dimensions and locations noted with respect to the property lines.
- R. Existing structures and their use.
- S. Square footage of the proposed building and the footprint of the proposed building.
- T. Proposed structure height.
- U. For commercial and industrial uses, the type of activity and number of employees.
- V. For multi-family residential, the number of residential units and bedrooms per unit.
- W. Location of proposed signs and lights.

- X. A completed sign permit, including specifications for the signs and lights, including type, height and general conformance to the Code. For commercial and industrial uses, a photometric plan prepared by a qualified electrical or lighting engineer shall be submitted that depicts all lighting fixtures and the light spread (in foot-candles) of these fixtures across the site to all property boundaries.
- Y. Proposed traffic controls and striping for parking areas (all lanes, driveways and parking spaces must be dimensioned).
- Z. Trash disposal areas and enclosures including specifications for enclosures.
- AA. Location and size of existing and proposed water and sewer service connections and tap sizes (including those for irrigation systems).
- BB. Location and size of water and sewer lines to which the service connections will be or are made.
- CC. Location and size of water meters.
- DD. Location and size of backflow-prevention devices.
- EE. Indication of how and where perimeter drain will drain (if one exists).
- FF. Location of existing electrical lines and poles on or adjacent to the site.
- GG. Location of proposed electrical service connection and meter location.
- HH. Location of electric transformer.
- II. Location of all fire hydrants. If none exist on site, note distance and direction of the closest hydrant adjacent to the site within three hundred (300) feet.
- JJ. Location of detention/retention areas and storm sewer infrastructure with the required drainage easements.
- KK. The distance from the proposed building or structure to adjacent lot lines, easements and adjacent structures.
- LL. Certificate blocks for signatures of owner, engineer, surveyor and City approval, as applicable on all maps.

18.05.040 - Review criteria.

The following criteria shall be used to determine acceptance and possible approval of a site plan:

- A. All of the information required on a site plan is shown.
- B. The lot size and lot dimensions are consistent with what is shown on the approved final plat, if applicable.
- C. No buildings or structures infringe on any easements.
- D. The proposed site grading is consistent with the requirements of the current City of Evans Master Drainage Plan.
- E. The use, density and dimensions shown conform to the requirements as set forth in the appropriate zoning or to the approved PUD requirements.
- F. The applicable design principles and development standards have been adequately addressed and the proposed improvements are in conformance.
- G. All economic concerns regarding impact to City services have been addressed appropriately.

Commented [KS58]: I would not use the assessor's website as a basis. A parcel on the Assessor's website is not necessarily the same as what is considered a parcel from a land use perspective.

18.05.050 - Site plans within approved planned unit developments.

- A. Site plan approval for properties and projects within and approved PUD are required unless a development agreement states otherwise to ensure that the approved design standards within the PUD are met.
- B. The review process for site plans within an approved PUD shall follow **Section 18.25.020** above with the addition below.
 - 1. In addition to a written and graphic form how the proposed structure is consistent with all applicable City plans, regulations and standards, the applicant shall include information on how the development meets the PUD standards.

18.05.060 - Amendments to approved site plans.

- A. Minor variations in the location of structures, improvements, or open space areas caused by engineering or other unforeseen difficulties may be reviewed and approved by the Community Development Director. Such changes shall not exceed ten percent (10%) of any measurable standard or modify the use, character or density of an approved site plan. All plans so modified shall be revised to show the authorized changes and shall become a part of the permanent records of the City.
- B. Changes to approved site plans that exceed the ten percent (10%) threshold, or other major modifications (such as changes in building size or footprint, relocation of access points, changes to required parking, etc.), shall be considered as a new site plan application. A complete site plan

application shall be prepared and submitted in compliance with the requirements set forth in this Chapter.

- C. For remodels and amendments to existing structures and properties without an approved site plan, those properties must also adhere to [Subsection 9.56.050.D](#) of this Code, maintenance, restoration and remodeling of legal nonconforming structures.

Commented [KS59]: Incorrect cite. Should be 19.56.0505D

18.05.070 - Plot plans for new single-family dwellings and duplexes.

- A. A plot plan is needed in order to apply for a building permit for all new single-family dwellings and duplexes, whether or not the property is located within an approved subdivision or PUD. The plot plan shows where the proposed building or structure will be located on the lot as well as the architectural design of the structure so that the City can make sure that the proposed location will be in compliance with all applicable regulations.
- B. Plot plan application.
 - 1. Applicants shall submit the land use application form along with a plot plan map which shall provide the following information:
 - a. Title of project.
 - b. North arrow, scale (1"=20' or as approved by the City) and date of preparation.
 - c. Name, address and phone number of property owner.
 - d. Lot number, block number and name of subdivision.
 - e. Lot size (square footage).
 - f. Bearings and distances of all lot lines.
 - g. Existing easements on the lot.
 - h. Footprint of the proposed building or structure, dimensioned.
 - i. Square footage of the proposed building and the footprint of the proposed building.
 - j. Distance from the proposed building or structure to all lot lines.
 - k. All existing buildings or structures on the lot.
 - l. Driveway.

- m. Existing and/or proposed water and sewer service lines on the lot.
 - n. Elevations of:
 - (1) The finished floor for the house and garage.
 - (2) The ground ten (10) feet away from the house and garage.
 - o. Height of all proposed buildings.
 - p. The lot corners.
 - q. Street trees (right-of-way landscaping).
 - r. Demonstrate in written and/or graphic form how the proposed structure is consistent with the applicable design standards of both the City and a PUD if applicable.
 - s. Drainage information. Provide the City with information regarding how the lot will drain.
- C. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed. Staff will review the application for compliance with all applicable plans, standards and regulations and the criteria in Section D below. Staff shall approve, approve with conditions or deny the application.
- D. The plot plan must meet the following review criteria:
- 1. All of the information needed on a plot plan is shown.
 - 2. The lot size and lot dimensions are consistent with what is shown on the approved final plat.
 - 3. No buildings or structures infringe on any easements.
 - 4. The proposed site grading is consistent with FHA standards (if insured by FHA) otherwise it shall meet City's approval.
 - 5. The density and dimensions shown conform with the City's density and dimensional standards or the approved PUD requirements.
 - 6. The applicable design standards and regulations have been met for both the City and the PUD if applicable, including but not limited to architecture, size and landscaping.

18.06 Subdivisions

18.06.010 Purpose.

The purpose of the regulations set out in this Chapter include:

- A. To assist orderly, efficient and integrated development;
- B. To promote the health, safety and general welfare of the residents;
- C. To ensure conformance of land subdivision plans with the public improvement plans of the city, Weld County, the State and other public agencies;
- D. To ensure coordination of municipal public improvement plans and programs;
- E. To encourage well planned subdivisions by establishing adequate standards for design and improvements;
- F. To improve land survey monuments and records by establishing standards for surveys and plats;
- G. To safeguard the interests of the public, the property owner and the subdivider;
- H. To secure equitable handling of all subdivision plans by providing uniform procedures and standards;
- I. To prevent population congestion;
- J. To protect natural vegetation and scenic areas;
- K. To prevent and control erosion, sedimentation and other pollution of surface and subsurface water;
- L. To prevent flood damage to persons and properties, and minimize expenditures for flood relief and flood-control projects;
- M. To restrict building on flood lands, shorelands, areas covered by poor soils or in areas poorly suited for building or construction;
- N. To prevent loss and injury from landslides, mudflows and other geologic hazards;
- O. To implement the Evans Comprehensive Plan.

18.06.020 - Compliance with provisions required.

Whoever divides or participates in the division of a lot, tract or parcel of land into two (2) or more lots, plats, sites or other division of land for the purposes, whether immediate or future, of sale or of building development, whether residential, industrial, commercial, business or other use, shall make the transaction subject to the provisions of this Title, and a plat therefore must be submitted to and accepted

by the City according to the terms as set forth in this Title. The terms hereof shall also include and refer to any division of land previously subdivided or platted.

18.06.030 - Acceptance of dedicated lands.

Approval of a subdivision by the City Council shall not constitute an acceptance by the City of the roads, streets, alleys or other public lands for maintenance, as indicated for dedication on the plat. The dedication of any of these lands for public use of any nature within the City shall be accepted by the City only by specific action of the Council.

18.06.040 - Filing or recording of plats prior to approval.

It is unlawful to file or record a plat of a subdivision of land with the City Clerk and the Weld County Clerk and Recorder until the plat is approved the City Council and signed by duly authorized representative of the Planning Commission and Council.

18.06.050 - General Provisions

A. Description of the subdivision process.

1. The three (3) steps required to obtain approval of a subdivision are: (1) sketch plan—a review of the feasibility of the project including conceptual design, legal ability to obtain water and sanitation, location of geologic hazards, identification of environmentally sensitive areas and wildlife habitat areas, locations of parks, schools and open space, source of required services, vehicular and pedestrian circulation, and conformance with the Evans Comprehensive Plan and zoning requirements; (2) preliminary plan—a review of preliminary technical engineering; and (3) final plat—a review of all final engineering and construction plans, execution of subdivision agreements, provision of a letter of credit or cash to secure the construction of the public improvements described in the subdivision agreement, and other legal requirements.
2. Each step is a distinct process involving the submittal of an application, an application fee, required plans and reports, referrals of the proposal to other agencies and public hearings/meetings. At each step of the process, the level of design and engineering increases in order to relieve the applicant from major and potentially unnecessary expenses in situations that may require a redesign and therefore, a revision of expensive engineering or planning reports. Approval at any step in the process does not ensure approval at the next step.
3. The sketch plan shall be reviewed and approved by the Planning Commission at a public hearing prior to submittal of the preliminary plan. The sketch plan and preliminary plan processes may be combined upon the prior approval of the Community Development Director based upon, but not limited, to the following factors: design, size, public concern, public facilities, services, access and transportation network. The preliminary plan and final plat shall be reviewed and approved by the City Council.

4. Denial of a sketch plan by the Planning Commission may be appealed to City Council. Written notice of an appeal must be received by the City within 10 days of the date of Planning Commission's decision.
- B. The applicant or representative is responsible for understanding the requirements and procedures contained in this Title, the Evans Comprehensive Plan, applicable zoning regulations and for attending all Planning Commission and City Council hearings/meetings at which the application is considered. Failure to attend the hearings/meetings may result in the request being denied or tabled and a new hearing/meeting date scheduled. The applicant is responsible for submitting the information requested by staff, for the review of the proposal, and for posting or publishing all public notices as required.
- C. The applicant may withdraw an application at any phase of the process upon submittal of a written request to the Community Development Department. Application fees will be refunded only when the withdrawal request is submitted prior to the mailing of the referral packets.
- D. Any application for subdivision that becomes inactive, whereby the applicant is required to submit additional information or request a hearing date and has failed to do so, for a period of more than six (6) months, shall become void, and the resubmittal of a new application and fees shall be required to pursue the subdivision request. The Community Development Director may grant no more than two (2) extensions of time, of no more than three (3) months each, upon a written request by the applicant. After five (5) months, the staff planner shall notify the applicant in writing that the application will become void within thirty (30) days. After thirty (30) days, provided the applicant has not submitted the required additional information or requested a hearing date, the staff planner shall notify the applicant in writing that the application is void. This provision shall apply to all applications on file with the City upon the effective date of adoption and any application thereafter.
- E. Inactive subdivisions.

Any subdivision which has received approval by the City Council for a period of time in excess of three (3) years prior and for which no public improvements have been constructed or secured within the boundaries of the subdivision, shall be required to submit an amended plat which complies with the requirements of this Title in effect at the time of the amendment, with Section (Plat amendment) of this Chapter, and with the required subdivision agreement. No building permits shall be issued until the plat amendment and new subdivision agreement have been approved by the City Council.

18.06.060 - Preapplication Conference

- I. Preapplication Conference

1. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.
2. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.
3. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is to have constructive dialogue occur and for the applicant to receive some guidance on the request and the subdivision process.
4. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.
5. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.

18.06.070 - Sketch plan.

A. Intent.

1. The intent of the sketch plan is to examine the feasibility of a project including review of conceptual design, legal ability to obtain water and sanitation, location of geologic hazards, identification of environmentally sensitive areas and wildlife habitat areas, and conformance with the Evans Comprehensive Plan, zoning requirements and requirements of this Title. A sketch plan shall not create parcels that do not meet zoning standards.
2. The intent of the sketch plan is to provide a conceptual layout of the subdivision. Applicants are encouraged to include as large an area as practicable in a sketch plan submittal in order to plan road connections, open space connections, adequate park facilities and utility extensions for a larger area rather than limiting review of these items to only the area that may be final platted.

B. Prerequisites.

Prior to submitting a sketch plan application, the applicant must meet the requirement of **Section 18.0**** (preapplication conference) and is encouraged to meet with other referral agencies or homeowners' associations to identify potential issues and ways to address these issues. The preapplication conference may be waived by the Community Development Director. If not waived,

an application for a sketch plan will not be considered complete until the preapplication conference has occurred.

C. Review Process.

6. Subdividers shall submit one copy of a sketch plan application to the Community Development Department.
7. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed.
8. Once the submittal is determined complete, staff will notify the applicant of the number of copies of the sketch plan required to be submitted for distribution to referral agencies. Referral packets, with all plan exhibits folded to 9" × 12", shall be provided by the applicant to the Community Development Department. Community Development staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.
9. All sketch plan applications may be submitted to the following departments and agencies for review and comment, if in the opinion of the Community Development Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application:

b. (Insert list of referral agencies)

10. The applicant shall notify and meet with adjacent landowners and homeowners' associations concerning the sketch plan application as required by staff.
11. Referral agencies shall comment in writing within twenty-five (25) days of receiving a complete submittal. The Community Development Department shall forward referral comments to the applicant in a timely manner. The failure of any agency to respond within twenty-five (25) days shall for the purpose of the hearings be considered no comment on the plan by that agency. The applicant is encouraged to meet with the planning staff, referral agencies and other interested parties to address any concerns.
12. The staff will review the referral comments and discuss the concerns with the applicant. The applicant shall address each issue identified by the referral agencies and revise the plan as needed. The revised plan must comply with all technical and/or regulatory requirements of the referral agencies and shall include a narrative that addresses each revision. Referral agencies shall comment in writing within fifteen (15) days of receiving the revised plan. Should subsequent revisions be required, each revision shall follow the process described herein.
13. Once all issues have been satisfactorily addressed, the staff shall notify the applicant of the scheduled date and time for the public hearing and prepare a staff report for the Planning Commission.

14. The applicant is responsible for providing public notice prior to the Planning Commission hearing in compliance with the public notice requirements in ** (public notice section) of this Title.

Commented [KS60]: Keep?

15. The Planning Commission shall evaluate the application, referral comments, staff report and public testimony, and approve, approve with conditions, continue for additional information or further study or deny the sketch plan. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The Planning Commission's decision shall be based on the evidence presented and compliance with the criteria for sketch plan described in Subsection (D) below.

D. Criteria for a sketch plan.

The sketch plan shall comply with all of the following standards:

1. The proposed subdivision is consistent with the goals and policies of the City of Evans Comprehensive Plan.
2. The proposed subdivision complies with this Title and all other provisions of this Title. (Add any other manuals, etc.).
3. The applicant has demonstrated that all public notice requirements have been met.

Commented [KS61]: Need to add.

E. General Submittal Requirements.

1. Complete land use application
2. A copy of the recorded warranty deed and title commitment or updated title commitment current within thirty (30) days of submittal.
3. A notarized letter of authorization from the landowner permitting a representative to process the application.
4. Existing site conditions and description of proposed development.

This narrative shall describe conditions of the site, and the proposed development as necessary to supplement the drawings required in Sections 18.16.020 and 18.16.030 of this Chapter, and shall include information on existing covenants and land characteristics such as, but not limited to, floodplains, hazard areas, economically recoverable minerals, soils and existing vegetation, and information describing the development proposal, such as number of residential lots or dwelling units, typical lot width and depth, price ranges and proposed utilities and street improvements.

5. Drawing and layout for sketch plan.
 - a. The sketch plan may be a freehand drawing at suitable scale (not less than one [1] inch to two hundred [200] feet) in a legible medium, and shall clearly show the following:
 - (1) Topographic contours (from U.S.G.S. maps);
 - (2) The proposed layout of streets and lots in relation to topographic conditions and natural landscape features on the site;
 - (3) The proposed location and extent of major open spaces and public sites;
 - (4) General locations of present and proposed utility easements and installations;
 - (5) Proposed land uses; and
 - (6) Indication of building types, with approximate location of major buildings exclusive of single-family residential dwellings.
 - b. Variations from the scale requirement of the sketch plan (one [1] inch equals two hundred [200] feet) will be acceptable in the case of large subdivisions, provided the plans and design are clearly legible. The plan generally shall include north point, name of the subdivision, U.S.G.S. township, range, section, and quarter section. In the case of large subdivisions requiring more than two (2) sheets at such a scale, a total area plan showing the total area on a single sheet at an appropriate scale shall also be submitted.
6. Location map.
 - a. The location map may be prepared on a zoning map, and shall indicate clearly the relationship of the proposed subdivision to the surrounding area within one-quarter ($\frac{1}{4}$) mile of the subdivision's boundaries. The map shall show:
 - (1) Existing development, including major streets, existing public sewers, public water supply and storm drainage systems;
 - (2) Community facilities, such as schools and parks;
 - (3) Zoning on and adjacent to the tract.
 - b. The location map shall include a title, scale (not less than one [1] inch to six hundred [600] feet), total acreage of the tract, north arrow, and date.
7. The proposal for assignment of water rights or payment of cash in lieu of water rights is required as specified in Chapter 13.08 of this Code.

F. Action on Sketch Plan.

1. All actions on a sketch plan application shall be by resolution and contain the specific reasons for the action.
2. Denial by the Planning Commission of a sketch plan may be appealed to the City Council. Written notice of an appeal must be received by the City within 10 days of the date of Planning Commission's decision.

G. Expiration of approval.

1. The sketch plan shall be effective for a period of one (1) year from the date of approval, unless stated otherwise in such approval or unless a preliminary plan has been approved for a portion of the area covered by the sketch plan. In such event the sketch plan approval for the remainder of the area shall be effective for one (1) year following preliminary plan approval. The Community Development Director may grant an extension of time, of no more than one (1) year, upon a written request by the applicant prior to the expiration of the one-year period.
2. An extension request shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes to the Evans Comprehensive Plan or this Title that have occurred since approval of the plan as these changes affect the plan and the anticipated time schedule for completing the platting process. Additional review of the plan may occur resulting in additional conditions as applicable.

18.06.080 - Preliminary plan.

A. Intent.

1. The purpose of the preliminary plan is to review the technical requirements, design standards and improvement requirements of the City ensuring that the standards imposed on the proposed subdivision can be met. Additionally, the Planning Commission and the City Council shall review the proposal for site planning characteristics and compatibility with adjoining land uses. The detailed review at this stage will help determine if the plan complies with zoning requirements, circulation patterns, desired open space and other applicable plans, standards and regulations.
2. Applicants are encouraged to include as large an area as practicable in a preliminary plan submittal in order to plan road connections, open space connections, adequate park facilities and utility extensions for a larger area.

B. Prerequisite.

The preliminary plan shall be in substantial compliance with the approved sketch plan, as determined by the Community Development Director. If not, the applicant shall resubmit the sketch plan for review and approval by the Planning Commission.

C. Review Process.

1. The applicant shall submit one (1) copy of a preliminary plan application to the Community Development Department.
2. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. An incomplete submittal or preliminary plan that is inconsistent with the approved sketch plan shall not be processed.
3. Once the submittal is determined complete, staff will notify the applicant of the number of copies of the preliminary plan required for distribution to referral agencies. Referral packets, with all plan exhibits folded to 9" × 12", shall be provided by the applicant to the Community Development Department. The planning staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.
4. The services and facilities provided by the referral agencies below shall be considered by the Planning Commission and City Council as a factor in approval of the preliminary plan. The criteria for evaluating sufficiency of the services that must be satisfied for the approval of the plan shall be provided to the Planning Commission and the City Council as a part of any referral response. All preliminary plan applications may be submitted to the following departments and agencies for review and comment, if in the opinion of the Community Development Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application:
 - a. (Insert referral agencies)
5. The applicant shall notify and meet with adjacent landowners and homeowners' associations concerning the preliminary plan as required by staff.
6. Referral agencies shall comment in writing within twenty-five (25) days of receiving a complete submittal. The Community Development Department shall forward referral comments to the applicant in a timely manner. The failure of any agency to respond within twenty-five (25) days shall for the purpose of the hearings be considered no comment on the plan by that agency. Referring agencies will provide the Planning Commission and City Council with a summary of any capacity evaluation study. The summary will include an explanation of the agency's assumptions regarding available capacity. The applicant is encouraged to meet with the planning staff, referral agencies and other interested parties to address any concerns prior to the end of the referral period.

7. The staff will review the referral comments and discuss the concerns with the applicant. The applicant shall address each issue identified by the referral agencies and revise the plan as needed. The revised plan must comply with all technical and/or regulatory requirements of the referral agencies and shall include a narrative that addresses each revision. Referral agencies shall comment in writing within fifteen (15) days of receiving the revised plan. Should subsequent revisions be required, each revision shall follow the process described herein.
8. Once all issues have been satisfactorily addressed, the staff planner shall notify the applicant of the scheduled hearing date and time and prepare a staff report for the Planning Commission.
9. The applicant is responsible for providing public notice prior to the Planning Commission hearing in compliance with the public notice requirements in (public notice section) of this Title.
10. The Planning Commission shall evaluate the application, referral comments, staff report and public testimony, and make a recommendation to the City Council to approve, approve with conditions, deny the preliminary plan or continue for additional information or for further study. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The Planning Commission's decision shall be based on the evidence presented, and compliance with the criteria for a preliminary plan described in Subsection (D) below.
11. Following the recommendation by the Planning Commission, the City Council shall hold a public hearing and consider the application at a regular or special meeting within thirty (30) days.
12. The applicant shall be responsible for providing public notice prior to the City Council hearing in compliance with the public notice requirements in (public notice section) of this Title.
13. The City Council shall evaluate the preliminary plan, staff report, referral agency comments, the Planning Commission recommendation and public testimony, and shall approve, conditionally approve, continue for additional information or for further study, remand to the Planning Commission or deny the preliminary plan. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The City Council's action shall be based on the evidence presented, and compliance with the criteria for a preliminary plan described in Subsection (D) below.
14. The Planning Commission and the City Council shall consider the recommendations received from the agencies named in this Section. The Planning Commission and the City Council are authorized to deny a preliminary plan if such plan is deemed to not be in conformity with the standards or intent of these regulations, the zoning ordinance and the Evans Comprehensive Plan; or is deemed to create significant adverse impacts to the public served by the agencies named in this Section; or if inadequate capacity exists and cannot be reasonably provided or anticipated in facilities provided by the agencies named in this Section to serve the proposed

development. The Planning Commission and City Council should also consider the impact of any denial on special improvement districts and metro districts.

D. Criteria for Preliminary Plan

1. The preliminary plan shall comply with all of the following standards:
 - a. The proposed subdivision is consistent with the goals and policies of the Evans Comprehensive Plan.
 - b. The proposed subdivision complies with this Title and all other provisions of this Title. (Add any other manuals, etc.).
 - c. The applicant has demonstrated that all public notice requirements have been met.
 - d. Will be served by a public water system and will not create an unreasonable burden in the existing water supply;
 - e. Will be served by a public sanitation system that will not result in water pollution. In making this latter determination, the Planning Commission and Council shall consider the applicable health and water resources department regulations;
 - f. Will not cause the following:
 - (1) Soil erosion or a reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition may result;
 - (2) Air pollution. In making this determination, they shall consider the elevation of the land above sea level, land topography, prevailing winds or the absence thereof, local and regional air sheds, increase in sources or quantity of emission as well as quality of such, and such other items as are deemed pertinent;
 - (3) Cause unreasonable street or highway congestion or unsafe conditions with respect to use of the streets or highways, existing or proposed;
 - (4) Cause unreasonable burden on the ability of a school district to provide educational services;
 - (5) Place an unreasonable burden on the ability of the City to provide water, sewage, fire, police, hospital, solid waste disposal and other services;
 - (6) Have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas;

(7) Have an undue adverse effect on wildlife and their habitat, and open space.

E. General Submittal Requirements

1. Completed land use application.
2. A narrative outlining the proposal.
3. A copy of the recorded warranty deed and title commitment or updated title commitment current within thirty (30) days of submittal.
4. A notarized letter of authorization from the landowner permitting a representative to process the application.
5. Drawing requirements - data to be submitted.
 - a. The preliminary plan may consist of one (1) or more sheets, depending on the size of the subdivision. It shall meet the minimum design standards set forth in **Chapter 18.32 of this Title**.
 - b. A workmanlike execution of the plan shall be made in every detail. A poorly drawn or illegible plan is sufficient cause for its rejection.
 - c. The following data shall be submitted as part of the preliminary plan submission. Note: Any deviation from required scale and format of plans and maps shall be allowed only upon permission or requirement of the Planning Commission in the sketch plan review.
 - (1) A vicinity map for the proposed subdivisions, and for a one-half-mile perimeter area of the proposed subdivision at one (1) inch equals six hundred (600) feet (1" = 600') scale, showing:
 - i. Location of the subdivision as a part of some larger subdivision or tract of land, and by reference to permanent survey monuments, with a tie to a section corner or a quarter-section corner;
 - ii. Existing streets, highways, roads and railroads;
 - iii. Existing land uses: subdivisions; utilities (lines, buildings, easements); buildings and structures, etc.;
 - iv. Existing zoning;
 - v. School district;

- vi. Water district;
- vii. Fire district;
- viii. Sanitation district;
- ix. Additional information as specified by the Planning Commission in the sketch plan review;
- x. Date of preparation, map scale, and north sign; and

(2) Development plan maps.

- i. An existing features map (twenty-four [24] inch by thirty-six [36] inch, black-on-white or blue-on-white prints at a scale of one (1) inch equals one hundred (100) feet (1" = 100')):
 - 1. Outer boundary.
 - a. Existing topographic contours at two-foot intervals for predominant ground slopes within the tract between level and five-percent (5%) grade, and five-foot contours for predominant ground slopes within the tract over five percent (5%) grade. Elevations shall be based on National Geodetic Survey sea level data.
 - b. Location, by survey, of streams, washes, canals, irrigation laterals, private ditches, culverts, lakes or other water features, including direction of flow, water level elevations and typical depths, location and extent of areas subject to flooding by a one-hundred-year storm.
 - c. A traverse map of the monumented perimeter of the proposed subdivision, along with all survey notes of subdivision perimeter, and copies of all monument records. The traverse shall have an error of closure of not greater than one (1) part in ten thousand (10,000). A survey tie to the state coordinate system or other permanent marker established by the city surveyor is required, if practical.
 - d. Underground water tables (include profile showing annual high water level).
 - e. Wooded areas.

- f. Existing buildings, easements, telephone lines, gas lines, power lines and other features located on the subdivision and within two hundred (200) feet of the boundaries.
 - g. Other, as specified by the Planning Commission in the sketch plan review.
 - h. North arrow, date.
 - i. Names and addresses of the subdivider, the designer of the subdivision, and the engineer and surveyor, both of whom shall be licensed by the State of Colorado Board of Registration for Professional Engineers and Land Surveyors.
- ii. A proposed development map, twenty-four inches (24) by thirty-six (36) inches at one (1) inch equals one hundred (100) feet (1" = 100') scale.
1. General Requirements.
- a. Name of subdivision;
 - b. North arrow, date and scale;
 - c. Name and address of subdivider and owner;
 - d. Name and address of engineer or designer responsible;
 - e. Legal description and basis of bearings; and
 - f. Total acreage.
 - g. Lot and street layout, including proposed future street layout, in dashed lines, for any portion or parcel of adjacent land within two hundred (200) feet, not being subdivided now:
 - (1) Expected impact on local streets.
 - (2) Existing street names and names of proposed streets.
 - (3) Dimensions of all lots to nearest foot, which may be scaled values.
 - (4) Lots and blocks numbered consecutively.

- h. Location of sites to be reserved or dedicated for public facilities or parks except streets and utility easements. The Planning Commission, upon consideration of city circulation and facilities and the future requirements of the subdivision, shall recommend to City Council the dedication of areas or sites of a character, extent and location suitable for public use for schools and parks.
- i. Proposed sites and acreage, if any, for multi-family dwellings, shopping centers, community facilities, industry or other uses, exclusive of single-family dwellings.
- j. Location, function, ownership and manner of maintenance of common open space not otherwise reserved or dedicated for public use.
- k. Ownership of any property reserved, excluded from the subdivision, or any outlots within the subdivision.

(3) A proposed utility system.

- i. Location, size and use of all existing and proposed public and private easements. All utilities must be constructed within approved easements.
- ii. Existing and proposed water mains, fire hydrants, sewers, utility mains (electric, gas, telephone) or other underground structures within the subdivision and at least one hundred (100) feet immediately adjacent to boundary streets.

(4) A proposed drainage system.

Location of culverts and other proposed drainage structures to show the method of moving storm runoff water through the subdivision; also show runoff concentrations in acres of drainage areas on each street entering each intersection. Flow arrows should clearly show the complete runoff flow pattern at each intersection. For storm drainage facilities not on or adjacent to the tract, indicate the direction and distance to, size and invert elevation or nearest extensions of such utilities.

(5) Preliminary street profiles.

Preliminary profiles based upon the contours and the sketched alignments should be provided showing graphic grades, proposed lengths of vertical curves, limits of horizontal curves and locations of bridges and major culverts. Where streets are to be temporarily stubbed at site or plat boundaries, the profiles should extend sufficiently beyond the boundary to assure the feasibility of a future extension that can conform to standards.

6. Supporting Documents Required.

Each of the following documents shall accompany the preliminary plan and be considered a part of the submission:

- a. A letter from each special district or utility company involved, stating that specific services and/or utilities are available, and they have reviewed the plan and are setting forth their comments concerning the extent of services and the design of utility easements;
- b. A list prepared by a licensed title or abstract company of all owners of record of property adjacent to the area of the proposed subdivision, including their addresses. This information will be utilized for notification of meeting time and date;
- c. The substance of all other covenants, grants of easements, or restrictions to be imposed upon the use of land, buildings and structures;
- d. Geologic maps and investigation report regarding area suitability for the proposed development. This report shall include a list of economically recoverable minerals in the land within the subdivision boundary;
- e. Such additional information as may be required by the City in order to determine that the subdivision can be constructed without an adverse effect on the surrounding area and, by reason of its location or design, will not cause an undue burden on public utilities and community facilities;
- f. Application for rezoning, if required for the development of the subdivision;
- g. Any possible adverse environmental impact of the development; (Note: see Title 16 of this Code for regulations regarding development in a floodplain.)
- h. Summary statement of application:
 - (1) Total development area;
 - (2) Total number of proposed dwelling units;
 - (3) Total number of square feet of nonresidential floor space;
 - (4) Total number of off-street parking spaces, excluding those associated with a single-family residential development;

- (5) Estimated total number of gallons per day of water system requirements;
- (6) Estimated total number of gallons per day of sewage to be treated, and the estimated composition of the sewage in terms of average pounds of BOD per day that will require treatment. Peak flow and other known characteristics of the effluent shall be included in the report;
- (7) A list of all special districts involved.

F. Action on Preliminary Plan.

1. All actions on a preliminary plan application shall contain in writing the specific reasons for the action.
2. If denied, a subdivider may, within six (6) months, resubmit the plan application, which shall include an affidavit that the deficiencies in the previous application have been corrected, without paying an application fee. Any re-application submission of the application after six (6) months will require a new application fee.

G. Expiration of approval.

1. The preliminary plan shall be effective for a period of one (1) year from the date of approval, unless stated otherwise in such approval. The Community Development Director may grant an extension of time, of no more than one (1) year, upon a written request by the applicant prior to the expiration of the one-year period. However, when a part of the preliminary plan is final platted, approval of the remaining area of the preliminary plan shall be effective for the one-year period or as otherwise extended by the City Council.
2. An extension request shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes to the Evans Comprehensive Plan or this Title that have occurred since approval of the plan as these changes affect the plan and the anticipated time schedule for completing the platting process. Additional review of the plan may occur resulting in additional conditions as applicable

18..06.090 - Final Plat.

A. Intent.

To provide for the review of the final engineering plans, the subdivision improvement agreement, public dedication of property and/ water and other legal agreements.

B. Prerequisite.

1. The final plat shall be in substantial compliance with the City Council approved preliminary plan, as determined by the Community Development Director. If Community Development Director determines that the final plat is not in substantial compliance, the applicant shall submit an amended preliminary plan for review and approval by the Planning Commission and the City Council or revise the final plat.
2. No final plat shall be approved, where the applicant has previously obtained approval of another final plat in the City, except upon a showing as to such previous final plat that all of the following conditions have been met:
 - a. The applicant has paid all fees and charges incurred by the City and invoiced to the applicant as to such previous final plat;
 - b. The applicant has made all water rights dedications required during the approval of the previous final plat;
 - c. The applicant has either constructed all public improvements required by the previous final plat or has posted security for such completion in an amount and in a form acceptable to the City; and
 - d. The applicant has complied with all requirements of the subdivision agreement as to such previous final plat.

C. Review Process

1. The applicant shall submit one (1) copy of a complete application to the Planning Department.
2. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. An incomplete submittal or final plat that is inconsistent with the approved preliminary plan shall not be processed.
3. Once the submittal is determined complete, staff will notify the applicant of the number of copies of the final plat required for distribution to the City Engineer, City Public Works Department and other referral agencies as determined by the Community Development Department. Referral packets, with all exhibits folded to 9" × 12", shall be provided by the applicant to the Community Development Department. Planning staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.
4. After approval of all documents by the appropriate entity and after all requirements of this Section have been met, the Community Development Department shall schedule the final plat for review by the Community Development Director and Public Works Director.
5. The Community Development Director and Public Works Director shall evaluate the final plat. If all conditions of the preliminary plan approval are met and all standards of the City are met,

the Community Development Director and Public Works Director forward the final plat to the City Council for consideration at a public meeting.

6. The Council shall hold a hearing on the final plat. The Council shall also consider the modifications recommended by the staff.

D. Criteria for Final Plat

The only basis for rejection of a final plat shall be its nonconformance to adopted rules, regulations and ordinances currently in force and affecting the land and its development in the City, its lack of conformance with the approved preliminary plan, and changes required in the public interest.

E. General Submittal Requirements

1. The final plat submission shall conform in all major respects to the preliminary plan as previously reviewed and approved by the City Council, and shall incorporate all modifications required in its review. The City Council, however, may approve a final plat which has been modified to reflect improvements in design or changes which have occurred in its natural surroundings and environment since the time of the preliminary plan review and approval.
2. A final plat may be submitted in sections covering representative and reasonable portions, as defined by staff, of the subdivision tract. In such cases, submission shall include a map indicating the sections designated for the entire tract, and each sheet numbered accordingly, and include title, legend, match lines and other appropriate information.
3. No subdivision shall be approved until such data, surveys, analyses, studies, plans and designs have been submitted and reviewed by designated City staff and found to meet all sound planning and engineering requirements of the City and the conditions contained in these subdivision regulations, and all other required for final plat review are as follows:
 - a. Street construction plans and profiles (see City of Evans Construction Standards);
 - b. Final drainage plans and reports (see City of Evans Construction Standards);
 - c. Final utility plans and profiles (see City of Evans Construction Standards).

4. Drawing requirements.

The final plat drawing shall comply with the following standards:

- a. The plat shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work according to the State. A workmanlike execution of the plat shall be made in every detail. A poorly drawn or illegible plat is sufficient cause for its rejection.

- b. The plat shall be delineated in drawing ink on waterproof tracing cloth or Mylar at a scale of one (1) inch equals one hundred (100) feet (1" = 100') in the following size: Twenty-four (24) inches high by thirty-six (36) inches wide.
- c. The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line, not inside, with the lot dimensions. When the plat is bounded by an irregular shoreline or a body of water, the bearings and distances of a closing meander traverse should be given, and a notation made that the plat includes all land of the water's edge or otherwise.
- d. If a plat is revised, a copy of the old plat shall be provided for comparison purposes.
- e. All blocks, and all lots within each block, shall be consecutively numbered. Where access will be limited from certain lots to major roadways, a statement on the plat listing the lot and block numbers, and which roadway accesses will not be granted.
- f. On curved boundaries and all curves on the plat, sufficient data shall be given to enable the reestablishment of the curves on the ground. This curve data shall include the following for the circular curves:
 - (1) Radius of curve;
 - (2) Central angle;
 - (3) Tangent;
 - (4) Arc length;
 - (5) Notation of nontangent curves.
- g. Excepted parcels shall be marked "Not included in this subdivision," and the boundary completely indicated by bearings and distances.
- h. All streets, walkways and alleys shall be designated as such, and streets shall be named; bearings and dimensions must be given.
- i. All easements shall be designated as such and bearings and dimensions given.
- j. All lands within the boundaries of the plat shall be accounted for either as lots, walkways, streets, alleys, public areas (such as school sites, parks or common areas) or excepted parcels.
- k. All dimensions of irregularly shaped lots shall be indicated in each lot.

- l. Bearings and lengths shall be given for all lot lines; except that bearings and lengths need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.
 - m. Parcels not contiguous shall not be included in one (1) plat, nor shall more than one (1) plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced in one (1) plat, provided that all owners join in the dedication and acknowledgment.
 - n. Lengths shall be shown to hundredths of a foot, and angles and bearings shall be shown to second of arc.
 - o. The information on the plat shall include:
 - (1) Name of subdivision, astronomic north arrow and basis thereof, and date;
 - (2) Name and address of owner or owners of record;
 - (3) Total acreage of the subdivision and total number of lots;
 - (4) Township, range, section (and quarter section if portion of a section), principal meridian, block and lot numbers; and
 - (5) The area of each lot shall be shown in square feet.
5. Monuments and bench marks.
- a. Permanent reference monuments shall be set on the external boundary of the subdivision.
 - b. Block and lot monuments shall be set.
 - c. At least one (1) second-order bench mark (Geodetic Survey Datum) shall be set, where practical to tie in, within every subdivision or subsequent filing prior to submission of the final plat for approval.
 - d. A monument record for required bench marks, and closure sheets for the entire tract included in the plat and for each block in the tract shall be submitted.
6. Drawing for utilities, grading, erosion control and other work.
- a. Drawings showing layout, profile, computations and detail design of the following prepared in compliance with the design standards specified in Chapter 18.32 of this Title, shall be submitted:

- (1) All utilities and necessary easements, such as water, sewer, gas, electric, telephone, etc., as applicable.
- (2) Plan, profile and typical cross-section drawings of streets, bridges, culverts and other drainage structures.
- (3) Grading and drainage plan, indicated by solid-line contours superimposed on dashed-line contours of existing topography for the area of the final plat. Such contours shall be at two-foot intervals for predominant ground slopes within the tract between level and five-percent (5%) grade, and five-foot contours for predominant ground slopes within the tract over five percent (5%) grade.
- (4) Erosion control plan, both during construction and after structures have been built, to be submitted as a result of preliminary plan review. The erosion control plan may be incorporated into the landscape plan or drainage plan.
- (5) Two (2) sets each of the pavement design computations, and drainage design computations.

b. These drawings and computations shall be prepared by either a registered professional engineer or registered land surveyor, as required by the laws of the State, and shall be in conformance with the engineering criteria as provided by the City in this Title and other applicable ordinances.

7. Certificate of title.

A copy of a certificate of title issued by a title insurance company, or an attorney's opinion of the title, shall be submitted which shall set forth the names of all owners of property included in the final plat, and shall include a list of all mortgages, judgments, liens, easements, contracts and agreements of record which affect the property covered by such plats. If the opinion of title discloses any of the above, then, the holders or owners of such mortgages, judgments, liens, easements, contracts or agreements shall be required to join in and approve the application before the plat shall be acted upon by the Council.

8. Dedications - existing easements.

Where a portion of an existing easement is contiguous to a proposed easement or right-of-way of a new subdivision, proof of the dedication of the existing easement or right-of-way acceptable to the City must be submitted.

9. State highway permit.

When a new street will intersect with a state highway, a copy of the state highway permit shall be submitted.

10. Utility service statements.

Statements from gas, electric, telephone and other necessary utilities that service will be provided to the subdivision.

11. Homeowner's Association required to maintain improvements.

- a. Should a Homeowners Association be created by a property owner or developer with the responsibility of maintaining certain improvements, then in that event, such responsibility for maintaining improvements by the Homeowners Association shall be mandatory under this Code. In the event that the Homeowners Association fails to properly maintain such public improvements, including but not limited to landscaped streets, sidewalks, fences, irrigation systems, walkways, bike trails and open space, then in that event, after serving the Homeowners Association with a demand letter for compliance at least ten (10) days prior to taking action, the City may then provide the appropriate maintenance to such improvement, and charge back the Homeowners Association for its costs, including a five percent (5%) fee for inspection and other administrative costs.
- b. The City Clerk, after the work has been performed by the City, shall forward a statement to the Homeowners Association, to include all costs of the City, including the five percent (5%) fee, with a demand that such statement be paid within thirty (30) days of mailing by first class mail, postage prepaid.
- c. Failure to pay such assessment within such period of thirty (30) days shall cause such assessment to become a lien against the property of the particular subdivision, with the defaulting Homeowner's Association, and shall have priority over all other liens except general property taxes and prior assessments, and the same may be certified at any time after such failure to pay the statement within said thirty (30) days by the City Clerk to the County Treasurer to be placed upon the tax list for the current year, to be collected in the same manner as other taxes are collected, with a ten percent (10%) penalty to defray the cost of collection.

12. Irrigation ditch company agreements.

Wherever applicable, a copy of agreements signed by agricultural irrigation ditch companies specifying the agreed upon treatment of the ditch, including fencing as provided in **Section 18.32.190** of this Title shall be submitted.

13. Summary statement on total development.

A summary statement of the proposal with the following information shall be submitted:

- a. Total development area;
- b. Total number of proposed dwelling units;
- c. Total number of square feet of nonresidential floor space;
- d. Total number of off-street parking spaces, excluding those associated with single-family residential development;
- e. Estimated total number of gallons per day of water system requirements, and other relative characteristics of water usage such as irrigated land area, daily and weekly peak flows, etc.; and
- f. Estimated total number of gallons per day and estimated pounds per day of BOD content of sewage to be treated. Peak flows or unusual characteristics such as industrial waste requiring pretreatment shall be reported when applicable.

14. Deed restrictions.

Copies of deed restrictions to govern the future use of each lot and any common land shall be submitted.

15. Certification forms.

The final plat shall contain the following certificates:

a. Certificate of Dedication and Ownership:

Know all men by these presents that _____, being the owner(s), mortgage or lienholder of certain land in _____, Colorado, described as follows:

Beginning _____ Containing _____ acres more or less: have by these presents laid out, platted and subdivided the same into lots and blocks, as shown on this plat, under the name and style of, and do hereby dedicate to the public all ways and other public rights-of-way and easements for purposes shown hereon.

Executed this _____ day of _____, A.D. _____.

Owner(s), Mortgages or Lienholder

The foregoing dedication was acknowledged before me this _____ day of _____, A.D., _____.

My commission expires _____.
Witness My Hand and Seal

Notary Public

b. Surveying Certificate:

I, _____, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown herein actually exist and this plat accurately represents said survey.

By: _____
Registered Land Surveyor

c. Planning Commission Certificate:

This plat reviewed by the City of Evans Planning Commission this _____ day of _____, A.D. _____.

Chairman

d. Certificate of Approval by the City Council:

Approved by the City Council of _____, Colorado, this _____ day of _____, A.D. _____.

Mayor
Attest: _____
City Clerk

e. Recorder's Certificate:

This plat was filed for record in the office of the County Clerk and Recorder of Weld County at _____M. on the _____ day of _____, A.D. _____, in Book _____, Page _____, Map _____, Reception _____.

County Clerk and Recorder

By: _____
Deputy

f. Dedication statement.

The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests of the lands described herein, have laid out, subdivided and platted said lands into lots, tracts, blocks, streets and easements as shown hereon under the name and subdivision of _____. The utility easements as shown hereon are hereby dedicated for public utilities and cable communication systems and other purposes as shown hereon. The entities are responsible for providing the utility services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance and replacement of utility lines and related facilities. The owners of the lands described herein are responsible for the maintenance and operation of drainage easements shown hereon and related facilities, (Storm Drain?) Manual, as amended. The undersigned grants the City of Evens a perpetual right of ingress and egress from and to adjacent property to maintain, operate and reconstruct the drainage easements and related facilities and to maintain, operate and reconstruct the drainage easements and related facilities when the owner(s) fail to adequately maintain such drainage easements and related facilities, which maintenance, operation and reconstruction shall be at the cost of the owner(s). All public streets and rights-of-way shown hereon are dedicated and conveyed to the City of Evens, Colorado, in fee simple absolute, for public uses and purposes. Drainage and detention easements as shown hereon are hereby dedicated to the City. The City is hereby granted the perpetual right of ingress and egress from and to the adjacent properties for construction, repair, maintenance, operation and replacement of storm sewers and drainage facilities. The undersigned grants to the City a sight easement(s) as shown hereon within the subdivision to maintain adequate sight distance at all roadway intersections as provided by the City of Evens (Road Design?) Manual, as amended. The City is hereby granted the perpetual right of ingress and egress across all lots and tracts within the subdivision to remove any obstruction to the proper sight distance, including, but not limited to, any structure, fence, utility box, raised median and landscaping, at the sole cost and expense of the owner of the lot and/or tract upon which such obstruction is situated. The owners or adjacent property owners of the lands are responsible for the maintenance and operation of sight easements shown hereon. When the owner(s) or adjacent owners fail to adequately maintain such sight easements, the maintenance, operation and reconstruction shall be at the cost of the owner(s).

(Owners/Mortgagee)

By: _____
Title: _____

ATTEST:

Secretary

Subscribed and sworn to before me this ____ day of _____, 20 ____, by* (name printed).

WITNESS my hand and official seal.

Notary Public

My commission expires: _____.

* Signatures of officers signing for a Corporation shall be acknowledged as follows: "(Print name as President/Vice-President and (print name) as Secretary/ Treasurer, of (name of corporation), a (State) corporation."

NOTE: Include signature lines and notary lines for all owners/mortgagees.

F. Action on Final Plat

1. All actions on final plat shall be by resolution containing the specific reasons for the action.
2. The applicant shall amend the final plat document in accordance with the City Council and/or, where applicable, the Community Development Director and Public Works Director approval, if necessary.
3. Within ninety (90) days of approval of the final plat, unless stated otherwise in such approval, the applicant shall submit: amended final plat documents, if necessary, ready for recordation, all required documentation not previously submitted and all mapping and recordation fees to the Community Development Department.
4. Within thirty (30) days of receipt of all required documents, including required security as described in the subdivision improvements agreement, the staff planner shall obtain City signatures, as required, and record the final plat and all related documents.
5. Failure by the applicant to submit all required documentation, including required security, within ninety (90) days shall render approval of the final plat null and void and result in the necessity for the resubmittal of the application.
6. The Community Development Director may grant no more than one (1) extension of time, of no more than thirty (30) days, upon a written request by the applicant or staff for good cause being shown.

7. An extension request, received prior to the expiration of the ninety-day submittal period, shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes in the Evans Comprehensive Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process. Additional review of the plat may occur resulting in additional conditions as applicable.
8. The Community Development Department shall furnish the subdivider with a receipt for the final plat upon filing of the final plat.

18.06.100 Minor development—single-family residential.

A. Intent.

To provide a one-step process for the creation of four (4) or fewer lots, parcels or tracts of land with one (1) principal use on each lot and adjoining a public street. The Community Development Director may determine whether additional lots may be created through this process, based on design, size, available public facilities, services, access and transportation network, not to exceed ten (10) lots.

B. Prerequisites.

1. Preapplication Conference

- a. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.
- b. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.
- c. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is to have constructive dialogue occur and for the applicant to receive some guidance on the request and the minor subdivision process.
- d. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.

- e. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.
- f. If it is determined that the applicant is using the minor development process to circumvent the subdivision process such as the submittal of adjoining multiple minor developments, the applicant shall be required to comply with the sketch plan, preliminary plan and final plat processes. A minor development shall not be permitted if the subdivision creates a nonconforming lot, or in the case of an existing nonconforming lot, a minor development shall not increase the nonconformity.

C. Review process.

1. The applicant shall submit one (1) copy of a minor subdivision application to the Community Development Department.
2. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed.
3. Once the submittal is determined complete, staff will notify the applicant of the number of copies of the preliminary plan required for distribution to referral agencies. Referral packets, with all plan exhibits folded to 9" × 12", shall be provided by the applicant to the Community Development Department. The planning staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.
4. The services and facilities provided by the referral agencies below shall be considered by the Planning Commission and City Council as a factor in approval of the preliminary plan. The criteria for evaluating sufficiency of the services that must be satisfied for the approval of the plan shall be provided to the Planning Commission and the City Council as a part of any referral response. All preliminary plan applications may be submitted to the following departments and agencies for review and comment, if in the opinion of the Community Development Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application:

b. (Insert referral agencies)

5. The applicant shall notify and meet with adjacent landowners and homeowners' associations concerning the application as required by staff.
6. Referral agencies shall comment in writing within twenty-five (25) days of receiving a complete submittal. The Community Development Department shall forward referral comments to the applicant in a timely manner. The failure of any agency to respond within twenty-five (25) days shall for the purpose of the hearings be considered no comment on the plan by that agency. Referring agencies will provide the Planning Commission and City

Council with a summary of any capacity evaluation study. The summary will include an explanation of the agency's assumptions regarding available capacity. The applicant is encouraged to meet with the planning staff, referral agencies and other interested parties to address any concerns prior to the end of the referral period.

7. The staff will review the referral comments and discuss the concerns with the applicant. The applicant shall address each issue identified by the referral agencies and revise the plan as needed. The revised plan must comply with all technical and/or regulatory requirements of the referral agencies and shall include a narrative that addresses each revision. Referral agencies shall comment in writing within fifteen (15) days of receiving the revised plan. Should subsequent revisions be required, each revision shall follow the process described herein.
8. Once all issues have been satisfactorily addressed, the staff planner shall notify the applicant of the scheduled hearing date and time and prepare a staff report for the Planning Commission.
9. The applicant is responsible for providing public notice prior to the Planning Commission and City Council hearings in compliance with the public notice requirements in Chapter **of this Title.
10. The Planning Commission shall evaluate the application, staff report, referral comments, public testimony and make a recommendation to the City Council to approve, approve with conditions, continue for additional information or for further study or deny the minor development plat. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The Planning Commission's decision shall be based on the evidence presented and compliance with the criteria for a minor development plat described in Subsection (D) below.
11. Following the recommendation by the Planning Commission, the staff planner will schedule the minor development plat for a public hearing with the City Council and notify the applicant of the public hearing date and time. When required, a subdivision improvements agreement shall be approved by the City Attorney and signed by the applicant prior to minor development plat approval by the City Council. Construction plans and cost estimates for public improvements, if any, shall be approved prior to scheduling before City Council.
12. The City Council shall evaluate the minor development plat, staff report, referral agency comments, Planning Commission recommendations and public testimony and shall either approve, conditionally approve, continue for additional information or for further study, remand to the Planning Commission or deny the minor development plat. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The City Council's action shall be based on the evidence presented, and compliance with the criteria for a minor development plat described in Subsection (D) below.

D. Criteria for a minor development plat.

The subdivision shall comply with all of the following standards:

1. The proposed subdivision is consistent with the goals and policies of the Evans Comprehensive Plan.
2. The proposed subdivision complies with this Section and all other provisions of this Title, the **(insert any Manuals)** and other applicable standards adopted by the City.
3. The proposed subdivision complies with all of the provisions of the applicable Zone District or Planned Development Guide.
4. The applicant has demonstrated that all public notice requirements have been met.
5. A subdivision agreement and/or other agreements have been executed by the applicant as required by the City Council.
6. Public dedications. All applicable public dedication requirements have been satisfied.

E. General submittal requirements.

1. Completed land use application.
2. A copy of the recorded warranty deed and title commitment or updated title commitment current within thirty (30) days of submittal.
3. A notarized letter of authorization from the landowner permitting a representative to process the application.
4. Minor development plat exhibit (described in Subsection (f) below).
5. A narrative outlining the proposal.
6. Development reports and plans (described in Subsection (g) below).

F. Minor development plat exhibit.

The minor development plat shall be prepared by or under the supervision of a registered professional land surveyor licensed with the State for recording in the office of the County Clerk and Recorder. It should meet all the requirements for a final plat as outlined in Section ** of this Chapter.

G. Public notice requirements. All public notice requirements shall be completed in accordance with Chapter ** of this Title.

H. Action on and Recording Minor Development Plat

1. All actions on minor development plat shall be by resolution containing the specific reasons for the action.
2. The applicant shall amend the minor development plat document in accordance with the City Council and/or, where applicable, the Community Development Director and Public Works Director approval, if necessary.
3. Within ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: amended minor development plat documents, if necessary, ready for recordation, all required documentation not previously submitted and all mapping and recordation fees to the Community Development Department.
4. Within thirty (30) days of receipt of all required documents, including required security as described in the subdivision improvements agreement, the staff planner shall obtain City signatures, as required, and record the minor development plat and all related documents.
5. Failure by the applicant to submit all required documentation, including required security, within ninety (90) days shall render approval of the minor development plat null and void and result in the necessity for the resubmittal of the application.
6. The Community Development Director may grant no more than one (1) extension of time, of no more than thirty (30) days, upon a written request by the applicant or staff for good cause being shown.
7. An extension request, received prior to the expiration of the ninety-day submittal period, shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes in the Evans Comprehensive Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process. Additional review of the plat may occur resulting in additional conditions as applicable.
8. The Community Development Department shall furnish the subdivider with a receipt for the minor development plat upon filing of the minor development plat.

18.06.110 - Minor development—nonresidential and multiple-family.

A. Intent.

To provide a one-step review process for nonresidential and multiple-family subdivisions. The Community Development Director shall determine whether adequate public notice and input on the request can be attained through the minor development process and that this process will not substantially impair the intent and purpose of this Title.

The applicant may be required to submit a site plan application in accordance with **Chapter ****, Site Plan Standards and Procedures, of this Title, with the minor development application, based on design, size, impact to public facilities, services, roads and overall impacts, as determined by the Community Development Director. If the applicant is unable to submit a site plan, when such is required by the Community Development Director, the application shall be processed in accordance with the sketch plan, preliminary plan and final plat requirements of this Title.

B. Prerequisite.

1. Preapplication Conference

- a. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.
- b. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.
- c. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is to have constructive dialogue occur and for the applicant to receive some guidance on the request and the minor subdivision process.
- d. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.
- e. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.
- f. If it is determined that the applicant is using the minor development process to circumvent the subdivision process such as the submittal of adjoining multiple minor developments, the applicant shall be required to comply with the sketch plan, preliminary plan and final plat processes. A minor development shall not be permitted if the subdivision creates a nonconforming lot, or in the case of an existing nonconforming lot, a minor development shall not increase the nonconformity.

C. Review process.

1. The applicant shall submit one (1) copy of a minor subdivision application to the Community Development Department.
2. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. An incomplete submittal shall not be processed.
3. Once the submittal is determined complete, staff will notify the applicant of the number of copies of the preliminary plan required for distribution to referral agencies. Referral packets, with all plan exhibits folded to 9" × 12", shall be provided by the applicant to the Community Development Department. The planning staff shall distribute the referral packets. The applicant shall distribute any revised plans, as required by staff.
4. The services and facilities provided by the referral agencies below shall be considered by the Planning Commission and City Council as a factor in approval of the preliminary plan. The criteria for evaluating sufficiency of the services that must be satisfied for the approval of the plan shall be provided to the Planning Commission and the City Council as a part of any referral response. All preliminary plan applications may be submitted to the following departments and agencies for review and comment, if in the opinion of the Community Development Department, the agency may be affected by the application or if comments by the agency will ensure a thorough analysis of the application:

(Insert referral agencies)

5. The applicant shall notify and meet with adjacent landowners and homeowners' associations concerning the application as required by staff.
6. Referral agencies shall comment in writing within twenty-five (25) days of receiving a complete submittal. The Community Development Department shall forward referral comments to the applicant in a timely manner. The failure of any agency to respond within twenty-five (25) days shall for the purpose of the hearings be considered no comment on the plan by that agency. Referring agencies will provide the Planning Commission and City Council with a summary of any capacity evaluation study. The summary will include an explanation of the agency's assumptions regarding available capacity. The applicant is encouraged to meet with the planning staff, referral agencies and other interested parties to address any concerns prior to the end of the referral period.
7. The staff will review the referral comments and discuss the concerns with the applicant. The applicant shall address each issue identified by the referral agencies and revise the plan as needed. The revised plan must comply with all technical and/or regulatory requirements of the referral agencies and shall include a narrative that addresses each revision. Referral agencies shall comment in writing within fifteen (15) days of receiving the revised plan. Should subsequent revisions be required, each revision shall follow the process described herein.

8. Once all issues have been satisfactorily addressed, the staff planner shall notify the applicant of the scheduled hearing date and time and prepare a staff report for the Planning Commission.
9. The applicant is responsible for providing public notice prior to the Planning Commission and City Council hearings in compliance with the public notice requirements in Chapter **of this Title.
10. The Planning Commission shall evaluate the application, staff report, referral comments, public testimony and make a recommendation to the City Council to approve, approve with conditions, continue for additional information or for further study or deny the minor development plat. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The Planning Commission's decision shall be based on the evidence presented and compliance with the criteria for a minor development plat described in Subsection (D) below.
11. Following the recommendation by the Planning Commission, the staff planner will schedule the minor development plat for a public hearing with the City Council and notify the applicant of the public hearing date and time. When required, a subdivision improvements agreement shall be approved by the City Attorney and signed by the applicant prior to minor development plat approval by the City Council. Construction plans and cost estimates for public improvements, if any, shall be approved prior to scheduling before City Council.
12. The City Council shall evaluate the minor development plat, staff report, referral agency comments, Planning Commission recommendations and public testimony and shall either approve, conditionally approve, continue for additional information or for further study, remand to the Planning Commission or deny the minor development plat. The burden shall be on the applicant to present sufficient evidence that the criteria contained in Subsection (D) below have been satisfied. The City Council's action shall be based on the evidence presented, and compliance with the criteria for a minor development plat described in Subsection (D) below.

D. Criteria for a minor development plat.

The subdivision shall comply with all of the following standards:

1. The proposed subdivision is consistent with the goals and policies of the Evans Comprehensive Plan.
2. The proposed subdivision complies with this Section and all other provisions of this Title, the (insert any Manuals) and other applicable standards adopted by the City.
3. The proposed subdivision complies with all of the provisions of the applicable Zone District or Planned Development Guide.

4. The applicant has demonstrated that all public notice requirements have been met.
 5. A subdivision agreement and/or other agreements have been executed by the applicant as required by the City Council.
 6. Public dedications. All applicable public dedication requirements have been satisfied.
- E. General submittal requirements.
1. Completed land use application.
 2. A copy of the recorded warranty deed and title commitment or updated title commitment current within thirty (30) days of submittal.
 3. A notarized letter of authorization from the landowner permitting a representative to process the application.
 4. A narrative outlining the proposal.
 5. Minor development plat exhibit (described in Subsection (F) below).
 6. Site plan application, if required (described in **Chapter **** of this Title).
 7. Development reports and plans (described in Subsection (G) below).
- F. Minor development plat exhibit.
- The minor development plat shall be prepared by or under the supervision of a registered professional land surveyor licensed with the State for recording in the office of the County Clerk and Recorder. It should meet all the requirements for a final plat as outlined in Section ** of this Chapter.
- G. Public notice requirements. All public notice requirements shall be completed in accordance with **Chapter **** of this Title.
- H. Action on and Recording Minor Development Plat
1. All actions on minor development plat shall be by resolution containing the specific reasons for the action.
 2. The applicant shall amend the minor development plat document in accordance with the City Council and/or, where applicable, the Community Development Director and Public Works Director approval, if necessary.

3. Within ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: amended minor development plat documents, if necessary, ready for recordation, all required documentation not previously submitted and all mapping and recordation fees to the Community Development Department.
4. Within thirty (30) days of receipt of all required documents, including required security as described in the subdivision improvements agreement, the staff planner shall obtain City signatures, as required, and record the minor development plat and all related documents.
5. Failure by the applicant to submit all required documentation, including required security, within ninety (90) days shall render approval of the minor development plat null and void and result in the necessity for the resubmittal of the application.
6. The Community Development Director may grant no more than one (1) extension of time, of no more than thirty (30) days, upon a written request by the applicant or staff for good cause being shown.
7. An extension request, received prior to the expiration of the ninety-day submittal period, shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes in the Evans Comprehensive Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process. Additional review of the plat may occur resulting in additional conditions as applicable.
8. The Community Development Department shall furnish the subdivider with a receipt for the minor development plat upon filing of the minor development plat.

18.06.120 - Plat Modifications, Minor Replats and Lot Line Adjustments

A. Intent.

The intent of this Section is to provide a process for reviewing a change to a recorded plat that ensures that the change is consistent with the zone district requirements, including, but not limited to, the following:

1. Corrections to a recorded plat;
2. Adjustment or vacation of a lot line, vacation of a plat without rights-of-way or easements;
3. Vacation of right-of-way, easement or portion thereof; or

4. Replats of previously platted lots not involving the creation of more than five (5) lots.

B. Preapplication conference.

1. This stage of review is designed to provide the applicant with a means of understanding regulations, policies and procedures prior to any formal submission of a proposal being made and to learn who they have to contact and work within the process.
2. The applicant should make an appointment with the Community Development Department to discuss the proposal being considered. The Community Development Department should be provided with brief narrative to determine whether or not other agencies or departments need to be involved in the initial discussion.
3. The Community Development Department shall arrange for an informal meeting with a staff planner. The goal is to have constructive dialogue occur and for the applicant to receive some guidance on the request and this amendment process.
4. Should the applicant decide to proceed further, formal submission of a complete application, based upon the recommendation of the Community Development Department, City regulations and the applicant's desires should then occur.
5. Submittal of a formal application must occur within six (6) months of the preapplication conference. If a formal application is not submitted within that timeframe, then the applicant must attend a new preapplication conference.
6. The submittal process may vary according to the nature of the proposed amendment based on, but not limited to the following: degree of change, design, size, impact to public facilities, services, roads and overall impacts.

C. Plat Correction

1. Minor correction

- a. Corrections to approved and/or recorded plans shall be considered as minor if the modifications or adjustments requested in writing by the applicant:
 - (1) Do not impact more than fifteen percent (15%) of any element or portion within a proposed planned development including land use area boundaries, roadways, alignments, open space tracts, park sites and similar elements (this does not apply to the number of units).
 - (2) Do not require the movement or shifting of any structure, building, roadway or other improvement to the site, by more than fifteen (15) feet.

(3) Is a minor change needed in the location, siting, or character of buildings, structures, alignment of streets, or setbacks.

(4) Are required due to unanticipated reasons which were not known at the time of final approval by the Planning Commission or Council.

(5) Does not violate the strict application of this Title.

b. The minor change, upon adequate evidence and information provided by the applicant, and in such a manner prescribed by the City, shall be reviewed by the Community Development Department within ten (10) days of submittal of complete information. The Community Development Director may request recommendation from other agencies prior to acting on the request. The Director may then approve or deny the request.

c. Should the request be denied, the applicant has the option to either:

(1) Withdraw the request fully;

(2) Modify the request and resubmit for review; or

(3) Appeal the administrative decision by written request to the Planning Commission.

2. Major plan correction

a. The Community Development Director may not authorize a change other than those designated as minor. The request, if not meeting the above criteria, must be brought to the attention of the Planning Commission and City Council for their action on the request. Major changes shall include, but not be limited to:

(1) A significant change in the use or character of the development or elements contained therein,

(2) An increase in overall coverage of structures,

(3) An increase in the intensity of the uses,

(4) A modification in overall traffic circulation,

(5) A modification in the method of providing adequate water and sewer service,

(6) A reduction in the approved percentage of required open space or landscaping, and

(7) A change to approved building elevations or other design elements of a structure.

b. Review process

A major plan modification shall be subject to the same review process as that for a preliminary plan in Section **.

3. A Plat Correction Certificate shall be prepared by the Applicant, which identifies the error or omission, the specific plat to be corrected and the reception number of the plat, and the necessary corrective action in accordance with the form provided by the Community Development Department, approved by the City Attorney.
4. The Plat Correction Certificate shall be presented to the Community Development Director for review in accordance with the Section.

D. Replats, Lot Line Adjustments and vacations.

1. A replat of a lot or tract, an adjustment or vacation of a lot line, a vacation of a plat (without rights-of-way or easements) or a minor reconfiguration of an easement shall be processed as follows:
 - a. When determined by the Community Development Director to be insubstantial, the replat, vacation, or reconfiguration shall be processed in accordance with the final plat process. A replat of a lot or tract shall be insubstantial if it does not result in a total of more than 5 lots.
 - b. When determined by the Community Development Director to be substantial, the replat shall be processed in accordance with the sketch plan, preliminary plan and final plat processes. These processes may be combined upon the approval of the Community Development Director based upon, but not limited to the following factors: design size, public concern, public facilities, services, access and transportation network.
2. A replat of a lot or tract, an adjustment or vacation of a lot line, a vacation of a plat (without rights-of-way or easements) or a minor reconfiguration of an easement may be approved except that any approval may not:
 - a. Cause any lot or structure on a lot to be out of conformance with any Municipal Code requirement; for example, lot sizes and setbacks.
 - b. Change any drainage easements or rights-of-way reserved for drainage, unless supported by complete engineering data acceptable to the Director of Public Works.
 - c. Change any street locations and street rights-of-way.

E. Vacation of an easement or right of way.

1. A vacation of a platted easement or right-of-way shall be processed in accordance with the final plat process. In addition:
 - a. For a vacation of a public right-of-way that is NOT constructed, the vacation request shall be heard by the City Council.
 - b. For a vacation of a public right-of-way that was constructed, a public hearing is required by the Planning Commission and the City Council. Public notice shall be required for both the Planning Commission and the City Council hearing in accordance with (Public Notice Section) of this Title. (NOTE: An access easement, i.e., trail, shall be considered a right-of-way.) An ordinance shall be prepared that includes the legal description of the public right-of-way to be vacated.
 - c. For a vacation of a platted easement, the applicant shall send a notice of hearing to known easement holders notifying them of the proposed vacation by certified mail, return receipt requested.
2. A vacation of an unplatted City easement shall be processed as follows:
 - a. An ordinance shall be prepared that includes the legal description of the easement to be vacated and the book and page numbers, and reception number, as applicable.
 - b. The vacation request shall be heard by the City Council during the second reading of the ordinance described in **Subparagraph (5)a.** above. The ordinance shall be recorded in the office of the County Clerk and Recorder upon obtaining the signature of the Mayor after the effective date of the ordinance.
3. An amendment to a plat which includes a redesign of streets, blocks, lots and easements shall be processed according to the sketch, preliminary plan and final plat process of this Chapter.

F. Submittal requirements.

1. A drawing shall be submitted to the Community Development Department and shall contain the following information:
 - a. Subdivision name, in a format similar to the following: "[subdivision name], replat [A], being a replat of lot [lot number], Block [block number], [prior subdivision name], City of Evans, County of Weld, State of Colorado.";
 - b. Total area of the lot line adjustment and area of each lot, tract, and outlot;
 - c. Certification forms in the format of **Section 18.26.030** of this Chapter;
 - d. Dimensions (i.e., length, curve) of all property lines;

- e. Existing and proposed easements and their purpose;
 - f. Lot and block numbers, and tract and outlot letters;
 - g. Scale (graphic and written), and north arrow;
 - h. "Amendment History" section outlining previous approval dates of final plats and the changes being proposed; and
 - i. Other information deemed necessary by the Community Development Director.
2. Additional submittal requirements. The lot line adjustment drawing shall be submitted with the following:
- a. Application form provided by the City staff;
 - b. Application fee established by the City Council;
 - c. An Ownership and Encumbrance Report from a title company showing all holders of legal interest in the affected property;
 - d. The submittal may include letters of comment from any referral agencies, departments, and/or Homeowners Associations, where appropriate; and
 - e. Other information deemed necessary by the Community Development Director.
3. Review and recordation. If the Community Development Director determines that the proposed lot line adjustment complies with the appropriate requirements of these regulations, two (2) signed original Mylars of the plat shall be submitted to the City staff for recordation with the Weld County Clerk and Recorder.

18.06.130. Manufactured Home Park Plan

A. Intent.

The intent of this Chapter is to support the Evans Comprehensive Plan by providing for health and safety in the development and continued maintenance of manufactured home parks/communities by allowing for the development of land in a way which might not be permitted under traditional zoning regulations. These regulations do not apply to existing manufactured housing parks zoned residential manufacture home (RMH) which is addressed in [Chapter 19.22](#) of this Code. It is anticipated that this Chapter will permit developments which will preserve the natural and scenic features of large open areas by arranging homes in innovative ways, thereby promoting the public interest, while at the same time providing an efficient use of land. The purpose of manufactured

home parks complying with planned unit development regulations is not to modify or in any way vary or reduce the requirements set forth in this Chapter.

B. Process submittal - plan approval.

The process of all submittals will comply with the requirements of **Chapter 18.28** of this Title, Planned Unit Developments. Copies of all the required material shall be officially submitted to the Planning Department office by the developer, or authorized representative a minimum of three (3) weeks prior to the Planning Commission meeting. No planned unit development (PUD) plan will be considered by the Planning Commission until the developer has complied with the requirements and submitted the supporting documents, as approved herein.

C. Definitions.

Dependent Manufactured Home means a manufactured home which does not have a flush toilet and bath or shower. Homes that have self-contained toilets and baths or showers (campers, trailers etc.) are considered dependent.

Manufactured home space means the area designed for accommodation of one (1) mobile home, including its parking and accessory structures.

Manufactured home park/community means defined as any tract of land designed, used or intended to provide a location or accommodation for homes and within which individual sites for homes are leased. Homes parked or located in such parks are not attached permanently to foundations. The term excludes sales and storage lots on which homes are parked only for inspection and sale.

D. License and license fees.

1. It is unlawful for any person, firm or corporation to establish, maintain or operate or permit to be established, maintained or operated, any manufactured home park/community within the City without first having secured a license therefore. Each license provided for shall be issued for a calendar-year period. Every person required to be licensed under the provisions of this Chapter shall make application to the City Clerk in writing. Such application shall state the name of the person and in case the applicant is a firm or corporation, the applicant shall state the names of the persons composing the firm or officers of the corporation, the location of the manufactured home park and the number of units located in the manufactured home park. Only one (1) license shall be issued for any mobile manufactured home park/community, regardless of the number of owners of the real estate composing it.
2. The annual license and transfer fee for each manufactured home park shall be in accordance with the fees as established by City Council by resolution.
3. Renewal of license. Upon payment of the annual fee an existing licensee shall be issued a renewal license; the Building Official or designee shall inspect the manufactured home park to

insure that the requirements of this Chapter are implemented. After this inspection, the Building Official or designee shall, based on the results of inspection, reissue or suspend the license.

4. Transfer of license. Upon application in writing for transfer of license and payment of the transfer fee, the City Clerk shall issue a transfer of license.
5. License suspension. The City may suspend any license to maintain and operate a park when the licensee has been found guilty of violating any provision of this Chapter, and was not corrected within fifteen (15) days of the violation. However, no suspension shall be effective until at least five (5) days after mailing a notice of intention to suspend. A licensee shall be entitled to be heard by the City Clerk and to present evidence bearing on the question of whether a suspension is warranted under this Section. Each suspension shall continue in force until the cause of the suspension has been fully corrected. A license also shall be subject to suspension under this Section for the failure of the licensee to comply with any requirements imposed by Colorado law or by regulations issued by any agency of the State of Colorado pertaining to anchoring or tying down mobile homes as a safety precaution against natural hazards. Upon suspension, no new homes will be allowed to move in, and if the City corrects the violation it will be at the cost of the licensee.

E. License application.

Applications for licenses to operate manufactured home communities or parks shall be filed with the Community Development Department. Every application for a license shall be signed by each owner, and each of them will be responsible for any violation of this Chapter regardless of where the event or condition causing the violation occurs within the manufactured home park/community. Such application shall include the following information:

1. The name and address of the applicant. In case the applicant is a firm or corporation, the applicant shall state the names of the persons composing the firm or officers of the corporation, including any registered agent.
2. The location and legal description of the park.
3. A complete plan of the park in conformity with the requirements of Sections 18.30.060 and 18.30.070 of this Chapter.
4. Plans and specifications of all buildings, improvements and facilities constructed or to be constructed within the home park.
5. Further information, as may be requested by the City staff.

F. Manufactured Home Park Plan - planned unit development (PUD) plan.

The manufactured home park plan shall conform to all of the requirements for planned unit developments as written in **Chapter 18.28**, Planned Unit Developments.

G. Additional Manufactured Home Park Plan requirements.

1. The area devoted to each home space shall be no less than three thousand (3,000) square feet, and shall have the following setbacks.
2. Separation between mobile homes.
 - a. Homes placed end-to-end shall have a minimum of a ten-foot separation.
 - b. Homes placed side-by-side shall have a minimum of twenty-foot separation.
 - c. Homes placed side-to-end shall have a minimum of fifteen-foot separation.
 - d. No home shall be located closer than ten (10) feet from any building within the park or from any property line bounding the park.
 - e. Homes including nonremovable tow hitches shall be set back at least five (5) feet from private streets and roadways, and twenty-five (25) feet from public rights-of-way.
3. Parking
 - a. Two paved off-street parking spaces shall be required per home.
 - b. On-street parking shall be allowed only if a twenty-foot wide traveled way is maintained at all times.
 - c. Visitor parking lots should be established and distributed in an accessible manner functional with surrounding properties.
4. Skirting. Each home shall have perimeter skirting between the ground and the bottom of the home floor within (30) thirty days after placement is made. Such skirting shall be durable, rigid weather-resistant material.
5. Tie-down requirements. All licensees, as well as owners and occupiers of homes, shall be required to comply with any requirements imposed by Colorado law or by regulations issued by any agency of the State of Colorado, including but not limited to the Colorado Division of Housing, pertaining to anchoring or tying down homes as a safety precaution against wind.
6. Decks/landing. A deck/landing is required at all exterior doors complying with minimum standards as set forth by the International Building Code.

H. Directory poster requirements - space designation posting requirements.

1. A poster shall be installed at or near each entrance to such home park to assist fire, police and service personnel in locating particular home spaces within the park. The poster shall be at least five (5) feet by four (4) feet and shall depict an aerial view of the community in such a way as to identify homes by the number or letter to be posted at each home space. Each home space shall be equipped with a permanent sign with the appropriate number and/or letter having a minimum height of five (5) inches and a minimum stroke of one (1) inch, prominently displayed, showing the number or letter assigned to each such home space.
2. Existing manufactured home parks/communities shall comply with the installation of a directory poster, and will not be considered legal nonconforming.

I. Location.

Manufactured home communities shall be located only in areas zoned for uses which are consistent with the Evans Comprehensive Plan and specifically permitted under the City's zoning and development regulations. Manufactured homes may be located in licensed manufactured home parks within the RMH (residential manufactured home) and PUD (planned unit development) zoning districts.

J. Modifications to homes.

No structural enlarging will be allowed, so homes can maintain the intended use of their structural purpose.

K. Storage, accessory structures.

1. Storage. No storage shall be permitted underneath any home unless properly designed and enclosed with skirting. No flammable, combustible or hazardous material shall be stored underneath any home.
2. Accessory structures shall only be permitted in accordance with **Chapter 19.48** of the Evans Municipal Code.

L. Supervision.

The licensee shall be in charge at all times to keep the park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee or permittee, for the violation of any provision of this Chapter to which the licensee or permittee is subject.

M. Legal nonconforming manufactured home parks.

Legal nonconforming mobile home parks shall be regulated by **Chapter 19.22** of the Evans Municipal Code.

N. Violation - penalty.

Any person who violates any of the provisions of this Chapter is guilty of a violation of this Chapter and shall be punished as provided in Section 1.16.010 of the City of Evans Municipal Code.

18.07 Development Standards

18.07.010 - Purpose

- A. The purpose of this Chapter is to establish minimum standards for all development in the City. These standards promote a high quality of design in order to protect the public health, safety and welfare; promote environmental protection and conservation; and preserve the quality of life for City residents and businesses.
- B. The City encourages the use of innovative design or development practices which further the goals of this Section. The standards included in this Article shall be the minimum standards applicable to all development in the City.

18.07.020 - Design Standards

A. Compliance with regulations.

No final plat shall be approved by the Council unless it complies with the standards set out in this Chapter and the engineering criteria provided by the Public Works Department.

B. General standards.

1. The design and development of subdivisions shall preserve, insofar as it is possible, the natural terrain, natural drainage, existing topsoil and trees.
2. Land subject to hazardous conditions, such as landslides, mudflows, rock falls, snow drifts, possible mine subsidence, shallow water table, open quarries, floods and polluted or nonpotable water supply, shall be identified and shall not be subdivided until the hazards have been eliminated or will be eliminated by the subdivision and construction plans.
3. Provision shall be made to preserve groves of trees, streams, unusually attractive topography and other desirable natural landscape features.
4. A proposed subdivision shall be designed in such a manner as to be coordinated with adjoining subdivisions with respect to the alignment of street rights-of-way and utility and drainage easements and open spaces.

5. A proposed subdivision shall not, by reason of its location or design, cast an undue burden on public utility systems and community facilities on or adjacent to the tract. Where extension and enlargement or public utility systems and community facilities are necessary, the subdivider shall make provision to offset higher net public cost or earlier incursion of public cost necessitated by the subdivision. Due consideration shall be given to difference between anticipated public costs of installation, operation and maintenance and anticipated revenue derived from the fully developed subdivision in determining added net public cost.

C. Street plan and general requirements.

1. Street plan. The arrangement, extent, width, type and location of all streets shall be designed in relation to existing or planned streets, to topographic conditions, to public convenience and safety and in relation to the proposed use of land to be served. Streets shall be extended to the boundaries of the property, except where such extension is prevented by the topography or other physical conditions or where the connection of streets with existing or probable future streets is deemed unnecessary for the advantageous development of adjacent properties. All building sites shall have access to a public street.
2. Through traffic. Local streets shall be arranged so that their use by through traffic will be discouraged.
3. Stub streets. Stub streets or extensions of new streets must be provided to connect to existing stub streets for an efficient street system. Not more than six (6) lots shall front on a stub street except where a temporary turnaround is provided.
4. Intersections. Freeways and arterial streets shall not be intersected by local streets. Collector streets shall not intersect arterial streets at intervals of less than one quarter (1/4) mile (one thousand three hundred twenty [1,320] feet).
5. Street standards. Developers may apply for the following street standard options contingent upon the property being developed in accordance with the coinciding requirements:

City of Evans Street Standards

	*Right-of-way (in feet)	Roadway width (in feet) (flow line-to-flow line)	Travel lanes (number, width in feet)	Parking (number, width in feet)	Sidewalk on both sides (in feet)	Conditions:
Gateway Arterial	120	72	4, 12	None	10-foot detached	13-foot landscaped

						parkways ⁺ 20-foot raised median [†] Driveways not permitted.
Arterial	110	68	4, 12	None	10-foot detached	Driveways not permitted. 11-foot landscaped parkways ⁺ 16-foot turn lane or raised median [†]
Major Collector	80	52	4, 12	None	8-foot detached	Driveways discouraged. - foot landscaped parkways ⁺
Commercial Collector	70	50	2, 12	2, 7	8-foot attached	Driveways discouraged. 12-foot turn lane or median [†]
Minor Collector #1	65	40	2, 12	None	8-foot attached	12-foot turn lane
Minor Collector #2	65	28'	2, 12	None	8-foot detached	7-foot landscaped parkways ⁺ Driveways not permitted Vertical curb & gutter No parking signs
Boulevard Collector	80	50	2, 12	2, 7	8-foot attached	12-foot median [†] 7-foot landscaped parkways ⁺
Local #1	60	34	2, 10	2, 7	5-foot detached and 6-foot attached	6-foot landscaped parkways ⁺

Local #2	55	27	2, 10	1, 7	5-foot detached	6-foot landscaped parkways ⁺
Rural Local	60	28	2, 12	None	None	Permitted only adjacent lots of one acre or greater. Driveway crossing permitted at approved locations only. Minimum 10' drainage easements, minimum 5' utility easements outside right-of-way, both sides.
Alley	24	20	20	None	None	N/A

* Right-of-way option: In accordance with traffic studies/warrants, additional right-of-way may be needed as required by the Director of Public Works.

+ Parkway landscaping: parkways shall consist of ground cover with landscaped/xeriscaped areas that include shrubs, bushes, hedges or other landscaping ornament as approved by the City. Minimum 2" caliper deciduous trees shall be planted at 30-40 foot spacings in the center of all parkways. Species shall be selected from the City-approved plant materials list. The placement of all trees shall meet the city's sight distance standards as provided in Chapter 15.58.

† Landscaped median: medians shall consist of ground cover with landscaped/xeriscaped areas that include 2" caliper deciduous trees planted at 30-40 foot spacings in the center of all medians. Shrub groupings may be added to the median design, but shall not substitute for any trees. Species shall be selected from the City approved plant materials list. The placement of all trees shall meet the city's sight distance standards as provided in Chapter 15.58. The developer shall be responsible for installing the median and providing a perpetual maintenance mechanism for the median.

6. Access and circulation standards.

- a. Access from the City's street system to individual parcels may be granted after consideration of the public health, safety and welfare, impact upon traffic flow, street right-of-way drainage and the functional level of the street. It is the City's intent to protect the safety, traffic operations and the assigned functional classification of the street system while considering the access needs of the abutting properties. The location, design and

construction of approved accesses shall be in accordance with Section Four, Design Standards and Specifications, of the State Highway Access Code.

- b. Vehicular access and circulation shall be designed to be safe and efficient for use by all modes of transportation. Every use or site shall have access to a public street or right-of-way or a City approved private road, court or other area dedicated to public or private use, or common element guaranteeing perpetual access. Alleys shall not be used as primary access unless approved by the City.
 - c. Adequate access to and throughout the site shall be provided for emergency service vehicles as identified in the fire code or otherwise required by law.
 - d. Provision shall be made for the dedication of all rights-of-way needed for the improvement of existing streets or the construction of new streets identified in the City's Transportation Plan, except as otherwise agreed to in writing by the City.
 - e. Streets stubbed to the boundary of a site by previously approved development plans or existing development shall be incorporated and continued, to the extent practical, to provide for logical, orderly and convenient movement of vehicular traffic throughout the development, from one neighborhood to the next and to local destinations such as parks, schools and shopping areas.
 - f. Commercial and industrial developments shall be designed to minimize the use of residential streets.
7. Half-streets. Half-streets shall not be permitted unless:
- a. They are required to complete a half-street already in existence.
 - b. They are required to extend an existing street.
 - c. They are developed in accordance with [Section 18.36.020](#) of this Title.
8. Dead-end streets (not cul-de-sacs). Dead-end streets shall not be permitted.
9. Cul-de-sac streets. Permanent cul-de-sac streets, not exceeding five hundred (500) feet in length as measured from a point on the closest right-of-way line of the intersecting street, such point also being the centerline of the cul-de-sac, continuing along said centerline to the radius point of the cul-de-sac bulb, may be permitted, and must be provided with a right-of-way radius at the turnaround of fifty-five (55) feet or more, radius of roadway must be forty-five (45) feet flowline to flowline or more.
10. Number of streets at intersections. No more than two (2) streets shall intersect at one (1) point.

11. Angle of street intersections. Streets shall intersect at ninety (90) degrees, except where this may be impractical. Angles of less than ninety (90) degrees may be designed, subject to the approval of the City.

12. Centerlines of intersecting streets. Two (2) streets meeting a third street from opposite sides shall meet at the same point, or their centerlines shall be offset at least two hundred (200) feet. This requirement shall not apply to the alignment of opposing cul-de-sac streets.

D. Street names.

Streets shall have the names of existing streets which are in alignment in the City. There shall be no duplication of street names within the area. The subdivider shall bear full costs for material and installation of street signs.

E. Streets - curvature and alignment.

1. To ensure adequate sight distances, when street roadway lines deflect more than five (5) degrees, connection shall be made by horizontal curves. The minimum centerline radii for local streets shall be one hundred (100) feet; for collector streets, two hundred (200) feet; and for all other streets, three hundred (300) feet. On collector and major streets, a minimum tangent of one hundred (100) feet shall be required between a curve and street intersection; a minimum tangent of one hundred (100) feet shall be required between reverse curves.

2. Vertical curves.

a. Vertical curves shall be used at changes of grade exceeding one percent (1%), and shall be designed to provide minimum sight distances of two hundred (200) feet for local streets and three hundred (300) feet for all other streets.

b. No vertical grade shall be less than two tenths percent (0.2%) in order to facilitate adequate drainage.

c. Maximum percent of street grade, except as provided below, shall be as follows:

(1) Local streets, eight percent (8%);

(2) Collector streets, seven percent (7%); and

(3) Arterial streets, five percent (5%).

d. Where a horizontal curve occurs on a grade of over five percent (5%), the maximum allowable percent of grade on the curve shall be reduced by five tenths percent (0.5%) of each fifty (50) feet that the curve radius is less than four hundred (400) feet.

- e. Street grades shall not exceed fourth tenths percent (4.0%) for a distance extending at least forty (40) feet in each direction from a street intersection.

F. Frontage near major highways.

Where a residential subdivision abuts a major highway, service roads may be required. A subdivision that adjoins or contains an existing or proposed freeway or arterial provided in the Comprehensive Plan may be required to provide service roads at least thirty-six (36) feet in roadway width, with a sixty-foot right-of-way.

G. Roadbed construction standards.

Roadbed construction shall be constructed in accordance with standards provided by the City under separate cover.

H. Sidewalks and pedestrian pathways, curbs and gutters.

1. Sidewalks and pedestrian pathways.

- a. A system of public sidewalks constructed of asphalt, concrete or other approved materials and pedestrian pathways constructed of asphalt, concrete or other approved materials shall be incorporated into the site to move pedestrians throughout the site. Sidewalks shall be provided on both sides of all streets and have dimensions in accordance with Subsection **18.32.030.E**, unless sidewalks and their dimensions are specifically exempted by the City.

- b. Sidewalks and pedestrian pathways shall connect the site with public sidewalks; all principal buildings on the site; parking lots and where logical connections to off-site locations can be made, as identified in the City's Transportation Plan for pedestrian and bicycle route maps.

- 2. Curbs and gutters. All streets shall be provided with concrete curb and gutter for pavement edging, unless otherwise specifically exempted by the City. Curbs and gutters shall be constructed according to standards as set by the Public Works Department.

I. Block standards.

The lengths, widths and shapes of blocks shall be determined with due regard to the following:

- 1. Provision of adequate building sites suitable to the special needs of the type of use contemplated;
- 2. Requirements of the zoning ordinance as to lot sizes and dimensions;

3. Need for convenient access, control and safety of vehicular and pedestrian traffic circulation and of emergency vehicles;
 4. Limitations and opportunities of topography;
 5. Maximum block length between intersecting streets shall be one thousand five hundred (1,500) feet.
- J. Lot sizes and standards.
1. Lot size, width, depth, shape and orientation and minimum building setback lines, shall be appropriate for the location of the subdivision and for the type of development and use contemplated, and shall facilitate the placement of buildings with sufficient access, outdoor space, privacy and view. No lot shall be more than three (3) times as long as it is wide.
 2. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for off-street parking, landscaping or planting area and loading areas required by the type of use and development contemplated.
 3. Lots.
 - a. City and county boundaries. No single lot shall be divided by a municipal or county boundary line.
 - b. No separation by roads. A lot shall not be divided by a road, alley or other lot.
 - c. Access. Each lot shall be provided with satisfactory access to an existing public street.
 - d. Corner lots. Corner lots for residential use shall have extra width to accommodate the required building setback line on both street frontages.
 - e. Wedge-shaped lots. In the case of wedge-shaped lots, no lot shall be less than thirty (30) feet in width at the front property lines.
 - f. Lot lines. Side lot lines shall be at substantially right angles and radial to curved streets. Where lot lines are not at right angles to the street lines, this shall be indicated.
 - g. Fronting on public streets. Double-frontage and reverse-frontage lots shall not be permitted except where essential to provide separation of residential properties from arterial streets or adjacent commercial uses.
 - h. A statement dissolving right of access from individual lots to an arterial street shall be included on the final plat.

K. Easements.

1. Easements shall follow rear and side lot lines whenever practical, and shall have a minimum total width of twenty (20) feet along rear lot line and ten (10) feet alongside lot lines, apportioned equally in abutting properties.
2. Easements shall be designed so as to provide efficient installation of utilities. Special guying easements at corners may be required. Public utility installations shall be so located as to permit multiple installations within the easements to avoid cross connections, minimize trenching, and adequately separate incompatible systems.
3. The developer shall establish rough-cut final utility grades prior to utility installations.

L. Alleys.

Service access to the interior of blocks may be permitted in certain instances, in which case such alleys must be indicated in the plats and be paved.

M. Driveways.

Driveways shall be provided for vehicular access to each structure or parking or loading area. Driveways shall not be permitted to have direct access to arterial streets.

N. Sewage disposal facilities.

In all cases, sanitary sewage disposal facilities shall be provided for every lot or parcel by a complete community or public sanitary system. All sewer mains shall be installed in easements and/or dedicated rights-of-way.

O. Water supply and distribution.

1. All lots shall be provided water from the City water system.
2. The water distribution system within any development or subdivision shall be shown graphically. The graphics shall illustrate existing and proposed water lines, fire hydrants, valves, tees and all obvious and identifiable appurtenances thereto. Static pressure and flow rate shall be delineated at each fire hydrant within the subdivision, and at each fire hydrant outside the subdivision for a distance of six hundred (600) feet. The method for analyzing the pipe network system to acquire design values shall be the "Hardy Cross Method." Frictional losses shall be from published data, or furnished by the City of Evans. Head losses shall be computed using the "Darcy Weisbach" equation.
3. The burden of proof shall lie upon the subdivider or developer to show that sufficient water is available at peak demand to provide acceptable pressures for domestic use and firefighting needs.

4. All water mains shall be within dedicated public rights-of-way.
 5. No water main shall be closer than ten (10) feet to any sanitary sewer main or service.
 6. Fire hydrants shall be no further than five hundred (500) feet apart.
 7. No water main or service shall have less than four and one half (4½) feet of cover for pipelines twenty (20) inches and smaller, nor less than four (4) feet of cover for pipelines larger than twenty (20) inches, as measured from finished grade to top of pipe.
 8. The minimum size water main in any local street shall be six (6) inches. The city reserves the right to over-size the pipe if it deems such action necessary.
 9. The minimum size water main in any collector street shall be eight (8) inches. The City reserves the right to oversize or undersize the pipe if it deems such action necessary.
 10. The minimum size water main in any arterial street shall be twelve (12) inches. The City reserves the right to oversize or undersize the pipe if it deems such action necessary.
 11. Material and installation specifications shall be in accordance with the City's water department standards.
 12. All City construction regulations and ordinances shall meet current Colorado State health statutes and regulations.
- P. Storm drainage system requirements.
1. Drainage areas shall be left in a natural state unless otherwise approved by the Planning Commission.
 2. A plan to prevent pollution or disturbance of a natural waterway shall be submitted whenever and wherever modification of topography is required by construction, within any distance of a waterway that stands to be affected by said construction.
 3. A drainage plan shall be designed for any lot, parcel or subdivision, by an engineer licensed by the State of Colorado.
 4. The drainage plan shall be shown graphically, and shall include, but not be limited to, the following information:
 - a. Existing topography of the site;
 - b. Proposed topography of the site;

- c. Proposed improvements to the site;
 - d. Above ground and underground storm sewer facilities proposed;
 - e. Detention or retention facilities proposed;
 - f. Details of any structure designed to facilitate the diversion or containment of storm water;
 - g. Calculated flows (Q's) for a five-year storm frequency and a one-hundred-year storm frequency at all street intersections, intersecting water courses, inlets to below ground facilities, outlets from above ground facilities and outlets from below ground facilities;
 - h. Five-year and one-hundred-year flows (Q's) from any adjacent properties, with said flows (Q's) being a consideration in said plan;
 - i. The sequence of construction of all facilities as relates to the development construction;
 - j. Easements dedicated for watercourses, pipelines, etc., for the purpose of maintaining same;
 - k. Method of detaining any storm through a one-hundred-year frequency with a discharge equal to, or less than, that of a five-year historic frequency;
 - l. The carrying capacity of all above ground and below ground facilities;
 - m. The top of foundation elevation for each lot;
 - n. The design elevation at the lowest corner of each lot, and the design elevation at the lowest corner of each lot;
 - o. A general location map for the subdivision, showing the entire drainage basin involved and the development accurately outlined on same. The acreage within and without the development shall be shown.
5. The City shall designate the information source from which all storm design values must be extracted for the purpose of the design.
6. It is suggested and encouraged that detention and retention facilities serve a multipurpose function, i.e. parks, recreation, etc.
7. Flow arrows clearly showing the runoff flow pattern throughout the development must be given.

8. The impact of a five-year frequency storm discharge on any downstream structures and waterways must be furnished.
 9. Pipe sizes shall be sufficient to accommodate the computed flow of a five year storm with zero head. No underground stormwater pipe smaller than eighteen (18) inches diameter shall be used unless approved by the City. No underground stormwater pipe smaller than twelve (12) inches diameter shall be allowed. The City reserves the right to oversize any pipe.
 10. The velocity in an unlined water course shall not be designed to reach that velocity which may cause erosion of said water courses. No open water course exceeding two (2) feet in depth shall be constructed without lining and fencing, unless specifically permitted by the City.
 11. Upon construction completion of the drainage facilities, whether in whole or in part, and prior to said facilities being acceptable to the City, a letter from an engineer licensed in the State of Colorado shall be submitted to the City attesting that said facilities have been constructed in accordance with the design approved by said commission and department. Said letter shall bear the signature and seal of said engineer. The drainage facilities shall be considered as unacceptable by the City until said letter is received and acknowledged by the Public Works Department.
 12. No lot, parcel or development shall be allowed to discharge stormwater at a rate which exceeds the historic runoff rate of a calculated five-year storm, unless first approved by the City.
 13. It will be unacceptable for any storm of one-hundred-year frequency and smaller to be designed to exceed the dedicated right-of-ways and drainage easement boundaries.
 14. No landowner shall alter the drainage pattern of any lot such as to increase the quantity or decrease the time of stormwater runoff onto adjacent properties, nor shall any landowner impede the flow of stormwater through easements dedicated in whole or in part for drainage.
- Q. Aquifers construction restrictions.
1. Any use of land which would pollute or contaminate an aquifer is prohibited.
 2. The following regulations apply to development over aquifers that are within twenty (20) feet of the land surface and in the areas of aquifer recharge:
 - a. Construction of buildings shall not be permitted unless approved by the State Health Department and the Colorado Geological Survey;
 - b. Building construction shall have foundations designed by a professional engineer.
- R. Floodplain use restrictions.

For regulations regarding floodplain use restrictions, refer to Chapters 16.04 through 16.24 of this Code.

S. Irrigation ditches.

Existing irrigation ditches shall be incorporated within the subdivision plan in a manner such that their function is not impaired. The ditches shall be protected from encroachment, and may be fenced in a manner acceptable to the ditch company.

T. Partial development of a parcel.

Where an entire parcel is not subdivided, the subdivider must indicate his or her intended plans for disposition of the remainder of the parcel.

U. Public sites, parks and open spaces - dedication.

Dedication of public sites, parks and open spaces shall comply with the regulations specified in Chapter 15.52 of this Code.

V. Fire safety requirements.

1. All subdivisions shall be required to provide minimum fire protection.
2. Fire hydrants shall be spaced no more than five hundred (500) feet apart.
3. A fire hydrant shall be located at the entrance of each cul-de-sac street.
4. Minimum waterline size shall be six (6) inches within all subdivisions.
5. Fire hydrants that have two and one half (2½) inch outlets shall have the National Standard Thread. Four and one-half (4½) inch streamers shall have National Standard Threads, four (4) threads per inch.
6. Minimum residual pressure of twenty (20) to thirty (30) psi under fire flow conditions at the fire hydrant will be considered to provide minimum fire protection.
7. Fire hydrants shall be located on dedicated street rights-of-way, and be accessible to the standard fire pumper.

W. Undergrounding of electric, telephone and cable systems.

1. Electric power, telephone and a cable system connections and wire shall be placed below the surface of the ground in accordance with all applicable regulations.

2. Transformers, switching bases, terminal boxes, meters, cabinets, pedestal ducts and other facilities necessarily appurtenant to such underground connections shall not be located on power poles, but shall be placed on or under the surface of the ground and, where placed on the surface, shall be adequately screened and fenced as necessary for safety and concealment.
3. Electric transmission and distribution feeder lines and communication trunk and feeder lines may be placed above ground.

X. Street lights.

Ornamental street lighting and associated underground street-lighting supply circuits shall be installed. The minimum requirements shall be seven thousand (7,000) lumen lamps at a maximum spacing of four hundred (400) feet. The street lighting plan specifying the number, kind and approximate location of street lights must be included with the final plat.

18.07.030 - Residential Neighborhood Design Standards

A. Intent.

The intent of this Chapter is to implement the City of Evans Comprehensive Plan and promote the health, safety and general welfare of its residents through thoughtful neighborhood design that discourages crime and encourages pedestrian activity and livability.

B. Applicability.

These residential neighborhood design standards shall apply to all residential subdivisions created after the effective date of the ordinance enacting this Chapter, unless otherwise stated herein.

C. Definitions.

Character means those attributes, qualities and features that make up, distinguish a development project, and give such project a sense of purpose, function, definition and uniqueness.

Commercial-grade equipment means playground and/or picnic/barbeque equipment used and intended for installation in high-use areas or public settings, such as parks or other recreational facilities.

Compatible or compatibility means the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include height, scale, mass and bulk of structures. Other characteristics that affect compatibility are landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as." Rather, compatibility refers to the sensitivity of development proposals in maintaining the character of existing development.

Connectivity means the ability to be linked between areas, through vehicular and pedestrian transportation systems, including adjacent and proposed residential neighborhoods and schools, parks, trails, shopping and employment areas.

Crusher fines means crushed granite or other similar types of crushed rock, used for the surface of trails.

Multi-modal trail means a trail intended for use by different types or modes of transportation, such as pedestrians, bicyclists and/or equestrians.

Pedestrian plaza means an open space that may be improved, landscaped or paved usually surrounded by buildings or streets and available for pedestrian use.

Pocket park means a privately owned and maintained park providing passive recreational opportunities.

D. Homeowners' Associations.

Homeowners' Associations shall be created and maintained pursuant to Title 38, Article 33.3, C.R.S., Colorado Common Interest Ownership Act, as amended. Prior to selling any lots or obtaining any building permits, the developer shall deliver to the City a copy of the recorded declaration of covenants, rules and restrictions, and copies of the articles and bylaws creating the nonprofit association and filed with the Colorado Secretary of State.

E. Minimum subdivision design standards.

Subdivisions shall be designed to include the following requirements:

1. Perimeter open space. No single-family or two-family lot shall directly abut any arterial or major collector right-of-way. Such lots shall be separated from such right-of-way by an outlet at least twenty (20) feet in width. Neighborhood development plans shall include landscaping plans for such outlots in accordance with [Section 19.47.170](#) of the Municipal Code. A detailed landscaping and irrigation plan shall be reviewed for approval by the Director of Parks and Recreation prior to approval of the final plat. Such outlots shall be deeded to and maintained in perpetuity by the Homeowners' Association. Nothing in this Section shall be construed as precluding approved sidewalks, trails, subdivision signs, drainage swales or utilities in such outlots.
2. Perimeter fencing. The developer shall install a solid, six-foot-high perimeter fence or wall along all collector or arterial roadways adjacent to the development within the open space outlet required by the preceding Subsection. Perimeter fences shall be constructed of durable materials such as wood or vinyl pickets, stone, masonry or architectural block - chain link shall not be permitted for perimeter fencing - and such fences shall include columns or similar features, at least every sixty (60) feet. Breaks in perimeter fencing for pedestrian walkways

are encouraged. Where a park or open space within the development adjoins a collector or arterial roadway, perimeter fencing shall not be required. Perimeter fences shall be maintained in perpetuity by the Homeowners' Association.

3. No more than fifty percent (50%) of the certificates of occupancy in any given phase shall be issued prior to perimeter open space landscaping and perimeter fencing being completed in such phase. The Community Development Director may issue an extension for installation of landscaping due to weather unfavorable to planting; such extension not to exceed six (6) months.
4. All residential subdivisions shall provide ornamental street lighting, as approved by the Community Development Director or designee.
5. Where it is necessary for the primary pedestrian route to cross an internal roadway, the pedestrian crossing shall be designed to emphasize and prioritize pedestrian access and safety. Such crossings shall be identified using pavement treatments, signals, lighting, traffic-calming techniques, median refuge areas and/or landscaping, along with signs and striping.
6. If existing oil and gas facilities are located within the proposed subdivision, such facilities shall be located on outlots encompassing the entire building setback, except where roads and/or rights-of-way are located within such building setbacks. The developer shall install landscaping and irrigation pursuant to [Section 19.47.130](#) of in such outlots, which shall be maintained by the developer or Homeowners' Association until such time such facilities are abandoned in accordance with Chapter 16.28 of the Municipal Code and the property is replatted for development.
7. A system of public concrete sidewalks ranging from five (5) feet to ten (10) feet wide and six (6) inches thick shall be provided to connect the site with off-site sidewalks and destinations as identified in the City's pedestrian and bicycle route maps in the Transportation Plan, as amended. In no event is the placement of a sidewalk or pedestrian pathway intended to displace existing landscaped areas or to duplicate existing pedestrian routes.

F. Neighborhood identity features.

The purpose of this Section is to provide an organizational framework or structure for the layout of new residential subdivisions. On a neighborhood-wide scale, residents will have easy access to at least one (1) central neighborhood identity feature or gathering place (i.e. neighborhood park or recreation center). Such neighborhood identity features lend a "sense of place" to a new subdivision, thereby encouraging people to connect with their physical surroundings and interact with their neighbors.

1. Neighborhood identity features shall be provided within all eligible single-family, two-family, multifamily and mixed use residential developments as shown in the Neighborhood Identity Feature Table below.

2. Identity features may include, but are not limited to, a school (as approved by the appropriate school district), pocket park, trail system, pedestrian plaza or courtyard, community building, community garden, artwork such as a sculpture, water feature or fountain, picnic/barbeque area, or playground. Fencing, signage and/or other aspects of a required perimeter treatment shall not be counted as an identity feature. In no event shall credit be given for items that are required by other provisions of the Municipal Code, such as parkland dedication requirements, landscaping or perimeter treatment. All identity features not dedicated to and accepted by the City shall be maintained in perpetuity by the Homeowners' Association.
3. Neighborhood Identity Feature Table. Where the number of acres and the number of dwelling units proposed in a development results in two (2) different numbers of required identity features, the larger number of required identity features shall be used.

Neighborhood Identity Feature Table

Size of Residential Development (residential acreage, dwelling units)	Number of required features
Under 5 acres or up to 20 dwelling units	None
5—10 acres or 21—50 dwelling units	One
11—50 acres or 51—150 dwelling units	Two
51—100 acres or 151—300 dwelling units	Three
Over 100 acres or over 301 dwelling units	Four

4. Credit shall be given for identity features as follows:
 - a. A system of trails, other than required public sidewalks, throughout the entire development shall count as one (1) identity feature. Trails should be designed to provide interesting and distinct areas for walking, bicycling and/or horseback riding in areas separate from and in addition to traditional sidewalks. Trails shall be designed and constructed using one (1) of the following designs appropriate for the location as determined by the Public Works Director and Parks and Recreation Director or designee:
 - (1) Ten-foot wide concrete, concrete paver or brick, multi-modal trail;
 - (2) Ten-foot wide crusher fines trail with collared edges intended for the preservation of wetland and natural riparian areas.
 - b. A pocket park or parks meeting all of the following criteria:
 - (1) No pocket park shall be less than ten thousand (10,000) square feet.

(2) The developer shall landscape the pocket park with groundcover and one (1) tree and five (5) shrubs per three thousand (3,000) square feet of area, which can be grouped or dispersed throughout the park, and install an irrigation system. Such landscaping shall meet the requirements of [Chapter 19.47](#).

(3) If the combined area of all pocket parks is between one-half (½) acre (twenty-one thousand, seven hundred eighty [21,780] square feet) and one (1) acre, it shall count as one-half (½) an identity feature. If the area is greater than one (1) acre, it shall count as one (1) identity feature.

c. A water feature, fountain or artwork such as a sculpture, shall each count as one-half (½) identity feature.

d. Playgrounds with commercial-grade equipment, picnic/barbeque areas with commercial-grade equipment, or court games (tennis, volleyball or basketball) at least one thousand (1,000) square feet in area shall each count as one (1) identity feature. Such features shall be reviewed and approved by the Parks and Recreation Director.

e. Plazas, courtyards or community gardens with irrigation systems and collars to define garden edges, which cover at least one thousand (1,000) square feet in area, shall each count as one (1) identity feature.

f. A community building at least two thousand (2,000) square feet in area shall count as two (2) identity features. An in-the-ground swimming pool site or splash park site at least two thousand (2,000) square feet in area shall count as two (2) identity features. This identity feature does not meet the City of Evans design standards and therefore cannot be dedicated to the City, unless reviewed, approved and constructed in accordance with the Parks and Recreation Department's regulations. If not City-owned, these facilities shall be maintained in perpetuity by the Homeowners' Association.

g. Other features may be considered credit toward meeting the identity feature requirement, subject to approval by the City Council after a recommendation from the Planning Commission.

h. All neighborhood identity features not dedicated or not eligible for dedication to the City shall be considered common area and shall be maintained in perpetuity by the Homeowner's Association, unless otherwise stated herein.

G. Variety of lot sizes.

All subdivisions or portions of subdivisions zoned R-1 or R-2 and containing twenty (20) or more residential lots shall provide a mixture of residential lot sizes in order to avoid monotonous streetscapes. Larger and wider lots are encouraged on corner lots, while smaller lots are encouraged

adjacent to parks and open spaces. For the purpose of the following provisions, tracts, outlots and areas intended for parks, open space, future replatting or streets shall not be included.

1. No more than thirty percent (30%) of all single-family and two-family lots of less than thirteen thousand (13,000) square feet within the subject subdivision shall have lot areas that are within five hundred (500) square feet of each other. At least five percent (5%) of all lots within the subject subdivision shall be greater than thirteen thousand (13,000) square feet. Where adjoining two-family units are on separate lots, the sum of the area of the two (2) lots shall be used for the purpose of determining compliance with this Section.
2. The neighborhood development plan (NDP) shall include a lot statistics table, similar to the one depicted below, and shall list the number and percentage of single-family and two-family lots in each five-hundred-square-foot range between six thousand (6,000) and thirteen thousand (13,000) or greater.

Lot Statistics Table

Lot range (square feet)		Number of lots	Percent of lots
From	To		
6,000	6,500		Not more than 30% for any one range.
6,501	7,000		
7,001	7,500		
7,501	8,000		
8,001	8,500		
8,501	9,000		
9,001	9,500		
9,501	10,000		
10,001	10,500		
10,501	11,000		
11,001	11,500		
11,501	12,000		
12,001	12,500		
12,501	13,000		
>13,000			5% minimum
Total			

H. Neighborhood development review procedure.

1. Neighborhood development plan required. The neighborhood development plan (NDP) is a conceptual master plan intended to accomplish the goals of integrated master planning, connectivity between major developments, creation of park and open space networks across neighborhood boundaries, creation of neighborhood features and centers, provision of adequate utilities and high levels of residential design quality. NDP approval shall be required for all multifamily developments that contain more than twenty (20) units, whether or not on separate lots, and all subdivisions that contain more than twenty (20) single-family and/or ten (10) two-family lots or that contain more than five (5) acres. The requirements of this Chapter shall not be circumvented by successive replats of twenty (20) or fewer lots/units.
2. Submittal timing. An NDP shall be submitted concurrently with or prior to the final plat submittal, except for multifamily development, for which an NDP may be submitted after final plat approval. No building permits shall be issued for property that has not received NDP approval, unless such approval is not required by the provisions of this Chapter. Review of an NDP by the Planning Commission and approval by the City Council shall be required prior to recordation of the final plat of the subject subdivision. The NDP shall be recorded concurrently with or prior to the final plat at the Weld County Clerk and Recorder's office.
3. Submittal requirements.
 - a. Application requirements. An NDP application shall contain at least five (5) color copies of the proposed development map, on twenty-four (24) by thirty-six (36) inch paper, at a minimum scale of one (1) inch equals one hundred (100) feet and containing the following information:
 - (1) Name of subdivision.
 - (2) North arrow, date and graphic scale.
 - (3) Name, address and phone number of developer and owner.
 - (4) Name, address and phone number of engineer or designer responsible.
 - (5) Vicinity map.
 - (6) Existing and proposed street names.
 - (7) Dimensions of all lots to nearest foot, which may be scaled values.
 - (8) Lots and blocks numbered consecutively.
 - (9) Lot statistics table.
 - (10) Total acreage of the subdivision.

(11) Location and specifications of each neighborhood identity feature.

(12) Signature blocks:

i. Owner/developer:

This neighborhood development plan has been submitted by me to the City of Evans for its approval. I understand that I am required to install the features shown on this plan and failure to do so may result in the City's refusal to issue building permits in this subdivision.

ii. Notarial Certificate:

_____)
State of _____)
County of _____) ss

The foregoing was acknowledged before me by _____ this
_____ day of _____, A.D. _____.

My commission expires _____.

Witness My Hand and Seal

Notary Public

iii. Planning Commission Certificate:

This Neighborhood Development Plan is hereby reviewed by the Evans Planning Commission this _____ day of _____, A.D. _____.

Chairman

iv. City Council Certificate:

This Neighborhood Development Plan is hereby approved by the Evans City Council this _____ day of _____, A.D. _____.

Mayor

Attest: _____

City Clerk

- b. Each NDP shall contain the following elements unless the Director of Public Works determines that one (1) or more of the elements are unnecessary because all planning issues concerning the internal organization of the development and the relationship of the development to surrounding areas can be resolved through either subsequent subdivision or development review for the development.
 - (1) Land analysis element that identifies:
 - i. Natural or manmade features and amenities such as streams, irrigation ditches, significant views, stands of mature trees, historic or archeological sites or areas, agricultural outbuildings and actual and potential wildlife habitat (as identified by the Colorado Division of Wildlife) on the site and within one hundred fifty (150) feet.
 - ii. Land uses, existing or approved by the City, located within one-half (½) mile of the boundaries of the subject property, including oil and gas mining facilities.
 - (2) Location and provision of neighborhood features that will serve as focal points for the community, and identification of any design themes for the proposed neighborhood feature such as common architectural themes, landscaping themes, general materials and general styles.
 - (3) General organization of land uses and densities, including the placement of neighborhood features and activity centers. An NDP may include identification of general locations of conditional uses if the applicant chooses, but approval of an NDP shall not constitute approval of specific conditional uses.
 - (4) General auto, pedestrian circulation and trails network that complies with this Chapter, the Evans' subdivision regulations, as amended, and applicable City road standards and specifications.
 - (5) General park and open space network that complies with these design standards, the Evans' subdivision regulations, as amended, and the parks, recreation and trails master plan.
- 4. Review criteria. The City Council shall review an NDP and shall take final action to approve, approve with conditions or deny the NDP based on its compliance with the following criteria:
 - a. The NDP is consistent with the Comprehensive Plan and with all other duly adopted plans and policies;

- b. The NDP complies with all applicable zoning district, development and subdivision regulations; and
 - c. The NDP complies with this Chapter.
5. Staff review for compliance.
- a. In the staff report compiled for the Planning Commission and City Council, the Director of Public Works shall include a written finding regarding the application's compliance or noncompliance with this Chapter.
6. The documents shall be submitted to the Community Development Department. The submittal shall be reviewed for completeness within ten (10) working days. The applicant shall be notified of any inadequacies. Neighborhood development plan submittals shall be accompanied at the time of filing by a fee as established by City Council by resolution.
7. Additional review criteria.
- a. Preliminary subdivision plats. In addition to the review criteria set forth in **Chapter 18.20** of the Municipal Code, as amended, the Planning Commission and City Council shall review all applications for preliminary subdivision plats for compliance with the following criteria:
 - (1) The plat complies with the terms and conditions of any previously approved neighborhood development plan;
 - (2) The plat complies with the residential site planning and site design standards and the mix of residential lot dimensions standards set forth in this Chapter; and
 - (3) The plat evidences the availability and adequacy of public facilities and services needed to meet the demand generated by the proposed subdivision.
 - (4) The City Council shall deny a preliminary subdivision plat that does not evidence such compliance, unless pursuant to waivers or exceptions contained in an approved PUD plan.
 - b. Final subdivision plats. In addition to the review criteria set forth in **Chapter 18.24** of the Municipal Code, as amended, the Planning Commission and City Council shall review all applications for final subdivision plats for compliance with the following criteria:
 - (1) The plat complies with the terms and conditions of any previously approved neighborhood development plan and/or a preliminary subdivision plat;

- (2) The plat complies with this Chapter, including, without limitation, standards requiring a mix of lot sizes; and
- (3) The plat evidences the availability and adequacy of public facilities and services needed to meet the demand generated by the proposed subdivision, or has provided measures to substantially mitigate any inadequacies.
- (4) The Planning Commission shall not recommend approval nor shall the City Council approve a final subdivision plat that does not evidence compliance with this Chapter, unless pursuant to waivers or exceptions contained in an approved PUD plan.

18.07.040 - Architectural Standards

A. Intent.

The intent of this Chapter is to implement the City of Evans Comprehensive Plan and promote the health, safety and general welfare of its residents by encouraging high quality in the site design, organization and construction of new developments and neighborhoods.

B. Applicability.

All new development shall comply with the provisions of this Chapter, unless otherwise stated herein.

C. Existing uses and structures.

1. The standards of this Chapter shall apply to all building permits applied for after the effective date of the ordinance adopting this Chapter, except as may otherwise be provided for under the provisions of this Chapter.
2. Structures that were conforming prior to the effective date of the ordinance adopting this Chapter, but that do not meet one (1) or more standards of this Chapter, shall be considered legal nonconforming in accordance with **Chapter 19.56** of the Evans Municipal Code.

D. Definitions.

The following words and phrases shall, for the purpose of this Chapter, be defined as follows:

Adjacent house means a house on a lot sharing a side property line with the subject lot.

Architectural shingle roof means shingles that have added dimensionality because of extra layers or tabs, giving them a shake-like appearance.

Change of plane of front façade means thirty percent (30%) to fifty percent (50%) of the front façade of the house, excluding any garage or porch, is at least two (2) feet closer to or farther from the front property line than the rest of the façade.

Change of plane of rear façade means thirty percent (30%) to fifty percent (50%) of the rear façade of the house, excluding any garage or porch, is at least two (2) feet closer to or farther from the rear property line than the rest of the façade.

Decorative windows means:

1. Bay, box or oriel windows;
2. Window arches which form a semicircle over a door or another window below it;
3. Transom windows which form a semicircle over, but are not connected to, a door or another window below it;
4. Picture windows which are a minimum four (4) feet by six (6) feet, fixed pane;
5. Windows of unusual shape such as octagons, circles, etc., and with a minimum glass area of four (4) square feet; and
6. Sidelights which include at least one (1) window adjacent the front door, a minimum of one-foot wide and the same height as the door.

Double front doors means two (2) adjacent standard size front doors at the entrance to the house.

Eave means the projecting edges of a roof overhanging the wall of a building.

Exterior lights means lights of forty (40) to one hundred fifty (150) watts attached to the soffits of the house at least every fifteen (15) linear feet and decorative "wall lantern" lights on either side of the garage door. Security lights such as halogen lights and lights required by the building code shall not satisfy the requirements of this feature.

False vent on gable means a vent painted to match the siding or the trim of the house and being at least two (2) square feet in area, or having a diameter of two (2) feet for circular vents, on at least one (1) gable.

Fireplace chimney means a decorative structure on the roof of the house with stone or brick fascia and which is at least two (2) feet wide by one (1) foot thick and which projects above the roof at least one (1) foot at the nearest point.

Flush, recessed, alley-accessed, side-loaded or detached garage means a garage that is no closer to the front property line than the ground-level front façade of the principal structure.

Front façade means the exterior walls of the principal residential building that faces the street from which the building is accessed or addressed.

Front façade of one hundred percent (100%) stone and/or brick means all siding on the front façade and each side elevation a depth of two (2) feet back from the front corners of the house is covered with either stone or brick material, or a combination of both.

Front façade of one hundred percent (100%) stucco means all siding on the front façade and each side elevation a depth of two (2) feet back from the front corners of the house is covered with stucco.

Front façade of one hundred percent (100%) stucco façade with stone or brick wainscot means all siding on the front façade and each side elevation a depth of two (2) feet back from the front corners of the house is covered with stucco and has a wainscot of stone or brick at least two (2) feet in height.

Front porch means a covered porch on the front of the house with a minimum depth of six (6) feet and a minimum area of seventy-two (72) square feet, excluding the stoop and any projections (e.g., bay windows). Front porches shall be open on all sides except where they adjoin a wall of the house and shall have columns that are at least four (4) inches wide.

Front yard landscaping means installation of a landscape and irrigation plan approved by City staff and shall, over the entire pervious area of the front yard, consist of:

1. Four (4) cubic yards of compost per one thousand (1,000) square feet of landscape area, tilled in to the soil; and
2. Trees and shrubs in the front yard including a minimum of one (1) two-inch caliper deciduous tree or six-foot tall evergreen tree and three (3) five-gallon container shrubs or nine (9) one-gallon container shrubs; and
3. Nonliving groundcover materials such as decorative rock or bark mulch in twenty-five percent (25%) of the area of the front yard; and
4. Groundcover consisting of established grass seed or sod in seventy percent (70%) area of the front yard; and

An irrigation system (drip-irrigation for woody plant materials and sprinklers for turf grass).

Front yards may be xeriscaped with a variety of low-water plants, such as native grasses and low-water shrubs and trees, to be reviewed on a case-by-case basis. Irrigation for xeriscaped front yards is required, and no more than thirty percent (30%) of the front yard shall contain nonliving groundcover.

Garage door painted to match house means a garage painted a color, other than white, that is the same as either the siding or the trim of the principal structure.

Garage door windows means two (2) windows per stall in the garage door panels of either the top row or the second from the top row.

Porch columns, eight-inch means all roof supports within the area of a front porch (and wraparound porch, if applicable) at least eight (8) inches by eight (8) inches, or eight (8) inches in diameter, as applicable, or clad entirely with brick or stone material.

Rear façade means the exterior walls of the principal residential building that are opposite and generally parallel to the front façade.

Rear façade of one hundred percent (100%) stone and/or brick means all siding on the rear façade is covered with either stone or brick material, or a combination of both.

Rear façade of one hundred percent (100%) stucco means all siding on the rear façade is covered with stucco.

Rear façade of one hundred percent (100%) stucco façade with stone or brick wainscot means all siding on the rear façade is covered with stucco and has a wainscot of stone or brick at least two (2) feet in height.

Roof dormer means at least one (1) projection in the roof of the house with the same material as the rest of the roof and containing a window at least two (2) feet by two (2) feet or two (2) feet in diameter.

Roof pitch means the degree of roof incline, expressed in inches, as the ratio of the rise to the span, for the entire roof except that area over a front porch.

Shake shingle roof means real or simulated wood shingles.

Stone or brick wainscot means that at least the lowest two (2) feet of siding on the front façade, including a two-foot wraparound to the side façade is covered with stone or brick.

Substantial improvement means any change to an existing improvement that causes the size, height or area to increase by fifty percent (50%) or more, or which costs fifty percent (50%) or more of the market value of the improvement prior to the change.

Three-car garage means a garage with three (3) stalls, each measuring at least nine (9) feet in width, and which conforms to all the requirements of **Chapter 19.48** of the Municipal Code.

Three-foot offset from adjacent houses means the plane of the structure nearest the front property line is at least three (3) feet closer to or farther from the front property line than the structures nearest the front property lines on either adjacent lot.

Three-tone paint means three (3) separate and distinct paint colors consisting of one (1) primary color, one (1) contrasting color, and one (1) brighter accent color used on the exterior of the house.

Tile roof means painted cement, clay, stone or slate tiles covering the entire roof.

Variation in roofline means a roof:

1. With ridgelines that are no longer than twenty-five (25) feet in any one (1) direction and that have two (2) changes of elevations of at least one (1) foot;
2. That contains four (4) or more gables, which face the front property line, including "false" or nonstructural gables;
3. That is of a "Santa Fe" style (i.e., a flat roof with parapets); or
4. That has clipped gable ends, as defined as at least two (2) triangular areas with a slope of at least 4:12 and where the ridgelines terminate at least two (2) feet in from the exterior plane of the house.

Variation in roof color means the color of the roof of the principal structure is clearly different from the roof colors of the principal structures on either adjacent lot.

Wraparound porch means a covered porch on the side of a house that extends a minimum distance of fifteen (15) feet from a front porch, as measured from the front corner of the house, and contains a minimum width of six (6) feet, as measured from the side of the house. Wraparound porches shall be open on all sides except where they adjoin a wall of the house.

E. Single-family and two-family dwelling architectural design standards.

Where a single-family or two-family dwelling is the principal use, such dwelling shall comply with all of the following criteria prior to issuance of a certificate of occupancy:

1. The primary entrance to a dwelling unit or units shall face the adjacent public street to the maximum extent possible.
2. All pitched roofs shall have a minimum pitch of 4:12.
3. All pitched roofs shall have a minimum of twelve-inch eaves.

4. All vents and vent piping shall be painted to match the principal structure.
5. All doors and windows not bordered by brick or stone material shall have minimum three-inch trim.
6. No more than the lowest nine (9) inches of a foundation wall shall be exposed to view on any side of a house.
7. The façade facing a side street property line on a corner lot shall have at least one (1) window and/or break in the plane of the façade of at least two (2) feet.
8. Front façades. In addition to the above standards, each single-family and two-family dwelling on any lot platted after July 16, 2002, shall incorporate a total of sixteen-points worth of architectural features from the table below:

	Feature	Credit towards requirement	Can count if same adjacent?
1	Flush, recessed, alley-accessed, side-loaded or detached garage	5	Yes
2	Front façade of 100% stone and/or brick	5	See below
3	Front yard landscaping	5	Yes
4	Front façade of 100% stucco with stone or brick wainscot	4	See below
5	Finished floor area of at least 1,800 square feet, excluding the basement	4	Yes
6	Tile roof	4	Yes
7	Front façade of 100% stucco	3	See below
8	Roof pitch of 8:12 or greater	3	Yes
9	Roof dormers	3	No
10	Stone or brick wainscot on front façade	3	See below
11	Shake shingle roof	3	Yes
12	Three-car garage	3	No
13	Variation in roofline	2	Yes
14	Roof pitch of 6:12 or 7:12	2	Yes
15	Architectural shingle roof	2	Yes
16	Three-tone paint	2	See below

17	Three-foot offset from adjacent houses	2	Yes
18	Garage door windows	2	Yes
19	Exterior lights on front façade	2	Yes
20	Double front doors	2	No
21	Front porch	2	Yes
22	Wraparound porch	2	Yes
23	Porch columns, eight-inch	2	No
24	Variation in roof color	2	See below
25	Fireplace chimney	1	No
26	False vent on gable on front façade	1	No
27	Garage door painted to match house	1	Yes
28	Shutters around windows on front façade ¹	1	No
29	Decorative windows on front façade	1	See below
30	Change of plane of front façade	1	Yes
31	18-inch or wider eaves	1	No
	Total: (minimum 16 points required)	76	

Features in the table above with the word "No" in the right-hand column shall not count for credit if a house on either adjacent lot received credit for the same feature. The features numbered 2, 4, 7, 10, 16, 24 and 29 in the table above may count for credit on adjacent lots only if the appearance of the features differs in characteristics such as color, material or style. For example, two (2) adjacent houses may receive credit for using brick, if the brick on one (1) house is a different color from the brick on the other.

¹ Shutters around windows shall each be one half (½) the area of the window to which they are adjacent and shall be placed on all windows except decorative windows.

9. Rear façades. In addition to the above standards, each single-family or two-family dwelling on any lot platted after July 16, 2002, and along the perimeter of a subdivision and which is within one hundred (100) feet of an arterial or major collector right-of-way shall incorporate a total of eight-points worth of architectural features from the table below prior to issuance of a certificate of occupancy:

	Feature	Credit towards requirement	Can count if same adjacent?
--	---------	----------------------------	-----------------------------

1	Rear façade of 100% stone and/or brick	5	See below
2	Rear façade of 100% stucco with stone or brick wainscot	4	See below
3	Tile roof	4	Yes
4	Rear façade of 100% stucco	3	See below
5	Roof pitch of at least 8:12	3	Yes
6	Shake shingle roof	3	Yes
7	Variation in roofline	2	Yes
8	Roof pitch of 6:12 or 7:12	2	Yes
9	Architectural shingle roof	2	Yes
10	Three-tone paint	2	See below
11	Variation in roof color	2	See below
12	Shutters around windows on rear façade ¹	1	No
13	Decorative windows on rear façade	1	See below
14	Change of plane of rear façade	1	Yes
15	Rear façade of 100% stone and/or brick	5	See below
16	Rear façade of 100% stucco with stone or brick wainscot	4	See below
17	Tile roof	4	Yes
18	Rear façade of 100% stucco	3	See below
19	Roof pitch of at least 8:12	3	Yes
20	Shake shingle roof	3	Yes
21	Variation in roofline	2	Yes
22	Roof pitch of 6:12 or 7:12	2	Yes
23	Architectural shingle roof	2	Yes
24	Three-tone paint	2	See below
25	Variation in roof color	2	See below
26	Shutters around windows on rear façade	1	No
27	Decorative windows on rear façade	1	See below

28	Change of plane of rear façade	1	Yes
	Total: (Minimum 8 points required)	35	

Features in the table above with the word "No" in the right-hand column shall not count for credit if a house on either adjacent lot received credit for the same feature. The features numbered 1, 2, 4, 10, 11 and 13 in the table above may count for credit on adjacent lots only if the appearance of the features differs in characteristics such as color, material or style. For example, two (2) adjacent houses may receive credit for using brick, if the brick on one (1) house is a different color from the brick on the other.

¹ Shutters around windows shall each be one half (½) the area of the window to which they are adjacent and shall be placed on all windows except decorative windows.

10. An applicant may request consideration of a feature not listed in tables above. The Director of Public Works may approve the request and shall determine a point value for the feature for credit toward the requirements of this Section. The Director's decision whether to approve the request and, if so, the point value to award it, shall be based on the feature's size, uniqueness, and any other factors that may contribute to the distinctiveness of the house and the streetscape.

F. Multifamily architectural and site design standards.

Any lot where a multifamily dwelling is the principal use shall comply with all of the following criteria:

1. Elevations, materials and colors.
 - a. Exterior architecture elevations, including proposed roof style and pitch, window and door detail and materials and colors, shall be compatible with the character of the surrounding area if there is an established character.
 - b. All sides of any multifamily building shall include a combination of durable materials such as stucco, brick, stone; colored and textured concrete and decorative masonry block; glass or acrylic block; vinyl, concrete or wood siding; and hardwood and pressure-treated wood.
 - c. Accent and decorative components may also include marble and granite; steel, copper and aluminum; heavy timber; and terracotta. Other materials may be approved on a case-by-case basis. Materials and colors shall be indicated on elevation illustrations.
 - d. Every elevation shall be broken up through the use of decorative architectural features such as change in plane; molding, columns, cornice, frieze or arches; rigid awnings or canopies; color and texture variations; recessed windows or doors, bay windows, window sills or window boxes; decks and covered patios; or exposed structural elements like steel or timber beams.

- e. Building entrances shall be identified and directly accessible from a public sidewalk or sidewalk internal to the site.
 - f. No fewer than one (1) building entry shall accommodate each four (4) units. Individual exterior entry doors for each unit are encouraged.
 - g. Windows and doors shall have at least three-inch exterior trim, unless otherwise enhanced with approved decorative features.
 - h. Windows and glazing shall not be highly reflective.
 - i. Reflective, neon, primary (red, blue, yellow) and secondary (purple, green, orange) colors shall not be permitted as exterior paint colors on any structure within a multi-family development, except for trim and accent by approval of the Community Development Director. Acceptable colors include subtle warm and cool colors, earth-tone colors and neutral colors. Samples of proposed materials and colors shall be provided upon request of the Community Development Director.
2. Roofs.
- a. Roofs shall be gable, gambrel, hipped or otherwise broken up through varying planes. Flat roofs with varying planes shall be considered on a case-by-case basis when appropriate to the architectural character of the building.
 - b. Roofs shall be constructed of asphalt, fiberglass, nonreflective metal shake or wood shake shingle; clay, concrete, fiber cement or non-reflective metal tile; slate; or non-reflective metal standing seam. Other materials may be considered on a case-by-case basis. Roof material shall be indicated on the elevation illustrations.
3. Screening and service areas.
- a. Uses that generate noise and glare (including outdoor vending machines) and which operate twenty-four (24) hours per day shall not be located in areas of the site that are visible or audible from any residential land uses. Amenities, such as swimming pools, hot tubs and tennis courts, may be integrated into the site plan and located within visibility and/or audibility of residential units within the subject multifamily development, provided such amenity is not located closer than forty (40) feet from any unit, including a patio or balcony.
 - b. Individual exterior air conditioning and similar units are not permitted. Exterior mechanical units, whether ground or rooftop, shall be fully screened from view. The location of exterior mechanical units shall be indicated on the site plan.

- c. Each multifamily development shall include one (1) or more areas, as required, for trash receptacles fully screened on all sides with minimum six-foot-tall privacy fences or walls constructed of materials consistent with the multifamily buildings. Such receptacles shall be, at a minimum, the equivalent of ninety-six (96) gallons (approximately one-half [$\frac{1}{2}$] cubic yard) per dwelling unit. Such areas shall be located such that each dwelling unit is within two hundred (200) feet of a trash receptacle area.
4. Site design.
- a. Multifamily developments between five (5) and fifteen (15) acres shall include a minimum of one (1) public street or private drive, with detached sidewalks and six-foot landscaped planting strips that is continuous through the site, and connects to a public street on either end (referred to as a "through-access drive").
 - b. Multifamily development sites greater than fifteen (15) acres shall include a minimum of two (2) through-access drives with detached sidewalks and six-foot landscaped planting strips. Multifamily buildings shall be arranged to enclose and frame common areas, which may include gardens, courtyards, recreation and play areas. Such common areas shall contain at least three (3) of the following features:
 - (1) Seasonal planting areas;
 - (2) Large, flowering trees;
 - (3) Community garden;
 - (4) Seating;
 - (5) Pedestrian-scaled lighting;
 - (6) Gazebos or other decorative structures;
 - (7) Play structures for children ages five (5) to twelve (12); or
 - (8) Natural environmental features, such as an existing creek, rock outcropping or grove of existing trees, but not a field of weeds as defined by Chapter 8.12 of the Municipal Code.
 - c. Other amenities may be approved on a case-by-case basis. Storm water detention areas or required setback areas around oil and gas facilities shall not count toward common area features.
5. Central mailbox stations shall be provided in accordance with U.S. Postal Service standards and shall be indicated on the site plan.

6. Parking.

- a. Parking lot striping shall be an approved, reflective, white paint.
- b. Required parking stalls and driveways shall be paved with asphalt, concrete or a similar material upon approval of the Director of Public Works.
- c. Minimum six-inch-high curbs shall delineate parking areas from pedestrian areas.

7. City of Evans standard ornamental light fixture shall be installed on public and private streets. Adequate pedestrian lighting shall be supplied throughout the development and may be in the form of low-glare pole or wall-mount fixtures, bollards or other acceptable type. The placement and type of fixtures shall be indicated on the site plan, for review and approval of the Director of Public Works/Planning.

G. Institutional and commercial architectural design standards.

The following standards shall apply to all structures built in commercial zoning districts, as well as commercial structures in RC (residential commercial) zoning districts and institutional structures.

1. Elevations, materials and colors.

a. Exterior architecture elevations including proposed roof style and pitch, window and door detail, materials and colors shall be compatible with the character of the surrounding area if there is an established character. Colors shall be chosen from the Benjamin Moore "Historical Colors" color palette, or an approved color palette provided or made available by the City for viewing

Commented [FS62]: New addition

b. All sides of any commercial or institutional building shall include a combination of durable materials such as stucco, brick, stone, marble and granite; colored and textured concrete and decorative masonry block; glass or acrylic block; and hardwood and pressure-treated wood. Accent and decorative components may also include steel, copper and aluminum; heavy timber; and terracotta. Other materials may be approved on a case-by-case basis. Materials shall be indicated on elevation illustrations.

c. Front and street side elevations shall have a minimum of twenty-five percent (25%) of the wall area as window and/or glass door area.

d. Every elevation shall be broken up through the use of decorative architectural features such as change in plane; molding, columns, cornice, frieze or arches; rigid awnings or canopy; color and texture variations; recessed windows or doors, bay windows, window sills, window boxes or false windows; decks and covered patios; and exposed structural elements like steel or timber beams.

- e. Building entrances shall be identified and directly accessible from a public sidewalk or sidewalk internal to the site.
 - f. Windows and doors shall have at least three-inch exterior trim, unless otherwise enhanced with approved decorative features.
 - g. Windows and glazing shall not be highly reflective.
2. Roofs.
- a. Roofs shall be gable, gambrel, hipped or otherwise broken up through varying planes. Flat roofs with varying planes shall be considered on a case-by-case basis when appropriate to the architectural character of the building.
 - b. Roofs shall be constructed of asphalt, fiberglass, nonreflective metal shake or wood shake shingle; clay, concrete, fiber cement or non-reflective metal tile; slate; or nonreflective metal standing seam. Other materials may be considered on a case-by-case basis. Roof material shall be indicated on the elevation illustrations.
3. Screening and service areas.
- a. Uses that generate noise and glare (including outdoor vending machines) shall not be located in areas of the site that are visible or audible from any residential land uses.
 - b. Service and loading areas shall be fully screened, through the use of landscaping and/or fencing, from adjacent residentially zoned properties, internal parking lot driveways and public and private rights-of-way. Service and loading areas shall not be placed on the front or street side of a building, but rather at the rear or side of the building.
 - c. Trash receptacles shall be fully screened on all sides with minimum six-foot-tall privacy fences or walls constructed of materials consistent with the commercial building.
 - d. Exterior mechanical units, whether ground or rooftop, shall be fully screened from view. The location of exterior mechanical units shall be indicated on the site plan.
4. Site design.
- a. Individual commercial buildings, whether on one (1) or more lots, that share common access driveways and parking spaces, shall be arranged to enclose and frame common areas, which may include parking areas with designated pedestrian crosswalks, pedestrian plazas and gathering areas, landscaping and similar common areas. Commercial developments between five (5) and fifteen (15) acres shall include a minimum of one (1) public street or private drive, with detached sidewalks and six-foot landscaped planting

strips that is continuous through the site, and connects to a public street on either end (referred to as a "through-access drive").

- b. Commercial developments greater than fifteen (15) acres shall include a minimum of two (2) through-access drives with detached sidewalks and six-foot landscaped planting strips.
- 5. City of Evans standard ornamental light fixture shall be installed on public and private streets. Adequate pedestrian lighting shall be supplied throughout the development and may be in the form of low-glare pole or wall-mount fixtures, bollards or other acceptable type. The placement and type of fixtures shall be indicated on the site plan, for review and approval of the Director of Public Works/Planning.
- 6. Parking.
 - a. Parking lot striping shall be an approved, reflective, white paint.
 - b. Required parking stalls and driveways shall be paved with asphalt, concrete or a similar material upon approval of the Director of Public Works.
 - c. Minimum six-inch-high curbs shall delineate parking areas from pedestrian areas.

H. Industrial architectural design standards.

The following standards shall apply to all structures built in industrial zoning districts.

- 1. Elevations, materials and colors.
 - a. Building entrances shall be identified and directly accessible from a public sidewalk or sidewalk internal to the site.
 - b. Up to fifty percent (50%) of the front and street-facing elevations, up to seventy-five percent (75%) of the side elevations, and up to one hundred percent (100%) of the rear elevation may incorporate nonreflective steel siding or steel architectural panels. Other materials shall include a combination of durable materials such as stucco, brick, stone, marble and granite; colored and textured concrete and decorative masonry block; glass or acrylic block; and hardwood and pressure-treated wood. Accent and decorative components may also include steel, copper and aluminum; heavy timber; and terracotta. Other materials may be approved on a case-by-case basis. Materials and colors shall be indicated on the elevation illustrations. Colors shall be chosen from the Benjamin Moore "Historical Colors" color palette, or an approved color palette provided or made available by the City for viewing
 - c. Front and street side elevations shall have a minimum of ten percent (10%) of the wall area as window and/or glass door area.

Commented [FS63]: Added color reference

- d. Front and street side and side elevations shall be broken up through the use of decorative architectural features such as change in plane; columns or arches; rigid awnings or canopies; color and texture variations; recessed windows or doors, false windows; or exposed structural elements like steel or timber beams.
 - e. Windows and doors shall have at least three-inch exterior trim, unless otherwise enhanced with approved decorative features.
 - f. Windows and glazing shall not be highly reflective.
2. Roof.
- a. Pitched roofs shall have a minimum 4:12 pitch and shall not be constructed of reflective material. Roof material and color shall be indicated on the elevation illustrations. Flat roofs shall be allowed where appropriate for the architectural character and style of the building.
 - b. Roofs shall be constructed of asphalt, fiberglass, nonreflective metal shake or wood shake shingle; clay, concrete, fiber cement or nonreflective metal tile; slate; or non-reflective metal standing seam. Other materials may be considered on a case-by-case basis. Roof material shall be indicated on the elevation illustrations.
3. Site design.
- a. When possible, individual industrial buildings, whether on one (1) or more lots, that share common access driveways and parking spaces, shall be arranged to enclose and frame common areas, which may include parking areas with designated pedestrian crosswalks, pedestrian plazas and gathering areas, landscaping, and similar common areas.
 - b. Industrial developments between five (5) and fifteen (15) acres shall include a minimum of one (1) public street or private drive, with detached sidewalks and six-foot landscaped planting strips that is continuous through the site, and connects to a public street on either end (referred to as a "through-access drive").
 - c. Industrial developments greater than fifteen (15) acres shall include a minimum of two (2) through-access drives with detached sidewalks and six-foot landscaped planting strips.
4. Screening and service areas.
- a. Uses that generate noise and glare (including outdoor vending machines) shall not be located in areas of the site that are visible or audible from any residential land uses.
 - b. Service and loading areas shall be fully screened, through the use of landscaping and/or fencing, from adjacent residentially zoned properties, internal parking lot driveways and

public and private rights-of-way. Service and loading areas shall not be placed on the front or street side of a building, but rather at the rear or side of the building.

- c. Exterior mechanical units, whether ground or rooftop, shall be fully screened from view. The location of exterior mechanical units shall be indicated on the site plan.
 - d. Trash receptacles shall be fully screened on all sides with a minimum six-foot-tall privacy fence or wall constructed of materials consistent with the building. Location and materials shall be indicated on the site plan.
 - e. Allowed outdoor storage areas shall be fully screened using a solid fence or wall. Chain link is permitted with tight-fitting, neutral-colored slats, such as white, ivory, beige, tan, or grey, or other pre-approved color. Fence location, materials and color shall be indicated on the site plan.
5. City of Evans standard ornamental light fixture shall be installed on public and private streets. Adequate pedestrian lighting shall be supplied throughout the development and may be in the form of low-glare pole or wall-mount fixtures, bollards or other acceptable type. The placement and type of fixtures shall be indicated on the site plan, for review and approval of the Community Development Director.
6. Parking.
- a. Parking lot striping shall be an approved, reflective, white paint.
 - b. Required parking stalls and driveways shall be paved with asphalt, concrete or a similar material upon approval of the Director of Public Works.
 - c. Minimum six-inch-high curbs shall delineate parking areas from pedestrian areas.

18.07.050 - Adequate Public Facilities

A. Intent.

The purpose of the enhanced adequate public facilities regulation is to ensure that public facilities and services necessary to support new development are available concurrently and meet or exceed the adopted level of service standards established in this regulation, and to coordinate the impact of development with the City of Evans Capital Improvements Plan.

B. Applicability.

This regulation shall apply to all development applications received after the date on which the regulation is adopted.

C. General requirements.

An applicant for a development permit shall demonstrate that the following adequate public facilities are available or will be available to serve the proposed development by the time any portion of the development is occupied or in use.

1. Transportation.

a. All developments that are required to prepare a traffic impact study shall demonstrate compliance with the following transportation level of service (LOS) standards.

i. Existing levels of service at peak hour are maintained on all arterial and collector roads and at all intersections within one-fourth (¼) mile of the primary access to the site, or the level of service shall not fall below LOS "D" as defined by the Transportation Research Board, Highway Capacity Manual, Special Report 209 (Washington D.C.: National Research Council, 1998), as amended, as set forth below.

LOS	Volume to capacity ratio
A	0.59
B	0.69
C	0.79
D	0.89
E	0.99
F	1.00

ii. However, if the current level of service on streets adjacent to the site or within one-fourth (¼) mile is currently below LOS "D," then the applicant shall demonstrate that the LOS will not fall below the current level.

b. All developments required to prepare a traffic study shall also provide an overall access management plan that demonstrates free-flowing access to the site and avoids unsafe congestion conditions on adjacent public roads and streets.

c. The City shall prepare a Capital Improvements Plan (CIP) that coordinates transportation projects with the City of Evans Transportation Plan, as amended. The City shall continue to monitor the impact of new and already approved development for adequacy of the CIP.

d. The City Council may waive these requirements upon a showing by the applicant that the impact of the proposed development on roads and intersections will be nominal.

2. Water/wastewater/storm drainage. All development shall provide adequate and functional mains, stubs and appurtenances to each lot in accordance with the City's design criteria and construction standards and any applicable utility or drainage and/or erosion control report.

18.07.060 - Improvements and Utilities

A. Improvements to be constructed by subdivider.

The following improvements shall be constructed at the expense of the subdivider in a manner which is consistent with sound construction practices and this Title. Where specific requirements are spelled out in other sections of these regulations, they shall apply:

1. Road grading and surfacing;
2. Curbs, gutters and driveways;
3. Sidewalks;
4. Sanitary sewer laterals;
5. Storm sewers or storm drainage system, as required;
6. Water distribution system;
7. Street signs at all street intersections;
8. Permanent reference monuments and monument boxes;
9. Street lighting;
10. Underground electric and communication utility lines and services, and all street lighting circuits;
11. Other facilities as may be specified or required by the City.

B. Improvements required for development of half-streets.

1. Arterial and collector streets. The developer shall construct all of the improvements required by **Section 18.36.010**, on the half-street, which is dedicated, with not less than two (2) traffic lanes completed.
2. Local streets. Development of half-streets designated as local streets shall not be permitted unless:

- a. The developer obtains for the City a dedication from the abutting land owner of the other one-half (½) of the street; and
 - b. The developer obtains from the abutting landowner an agreement, in a form satisfactory to the City, which guarantees the cost of the improvements and construction of the same within time suitable to the City; and
 - c. The developer guarantees the construction of the improvements, as required in **Section 18.36.010** above, on the half-street which he or she is dedicating.
3. Building permits shall not be issued for lots fronting on half-streets unless the requirements of this Section and **Subsection 18.36.050.A.** below are complied with.
 4. Certificates of occupancy shall not be issued for lots fronting on half-streets unless:
 - a. Arterial and collector streets. The requirements of **Subsection 18.36.050.B.** below are met and not less than two (2) traffic lanes are completed.
 - b. Local streets. The requirements of **Subsection 18.36.050.B.** of this Title are met, which includes development of the entire street and not just one half (½) of the street.
- C. Construction inspection, material testing and final plans.
1. The developer shall notify the City in advance of any construction work in order to permit the City to conduct certain inspections.
 2. The developer shall, at his or her expense, and as directed by the City, provide the City with a reasonable number of test reports of materials used in the subdivision improvements. Such testing to be made on asphaltic paving material, street base material and other material as may reasonably be required by the City.
 3. The developer shall provide the City, at no expense, three (3) sets of "as built" drawings and plans of all subdivision improvements as constructed by the developer within one hundred twenty (120) days following the completion of the improvements and one (1) reproducible set of drawings and plans within thirty (30) days of the City's acceptance of the improvements, signed and dated by the person attesting to the accuracy of the as-builts.
- D. Maintenance bond.
1. Following the completion of the installation or construction of streets, curb and gutters, sanitary sewers, water works improvements and other subdivision improvements, the developer shall call for, and the City shall provide, a final inspection of required subdivision improvements. Upon approval of said construction, the City shall issue to the developer a statement approving the subdivision improvements.

2. The developer shall, upon receiving written approval from the City of the construction of subdivision improvements, provide the City with adequate surety covering the maintenance of all subdivision improvements for a period of one (1) year. Said surety to be subject to the approval of the City.
 3. The developer shall, during said one-year maintenance period, provide any and all maintenance and repair required on the subdivision improvements and as directed by the City. At the end of the one-year maintenance period, the developer and the City shall conduct a final inspection of all subdivision improvements and the developer shall, where necessary, and at the direction of the City, provide any and all final maintenance and repair to all subdivision improvements prior to the City's letter of acceptance of the same for maintenance purposes.
- E. Issuance of building permits and certificates of occupancy.
1. A building permit shall not be issued until the following improvements have been installed by the developer and inspected by the City Public Works Department:
 - a. Water mains.
 - b. Sewer mains.
 - c. Fire hydrants within five hundred (500) feet of construction site.
 2. A certificate of occupancy shall not be issued until all of the improvements to be constructed by the developer as specified in Section 18.36.010 above are completed and approved by the Public Works Department. Exception: If a condition exists which is beyond the control of the developer, such as weather or frozen ground, and prevents completion of the development, then a certificate of occupancy may be issued provided the following items are completed:
 - a. Curb, gutter and sidewalk are installed.
 - b. All required utilities are installed including fire hydrants.
 - c. Street grading and base construction are complete.
 - d. The developer places in escrow with the City an amount equal to one hundred twenty-five percent (125%) of the cost of completing the development. Such cost to be determined by the developer and acceptable to the City Public Works Department.
 - e. The developer agrees in writing to complete the required development within two hundred seventy (270) days of placing the funds in escrow with the City. If the development is not completed within the specified time period, the City shall use the escrowed funds for completion.

- f. The required developments under this Section shall be inspected and approved by the Public Works Department prior to issuance of a certificate of occupancy.
- 3. The provisions of this Section should not be construed as requiring development of an entire subdivision prior to obtaining a building permit or certificate of occupancy. A subdivision may be developed in phases with the provisions of this Section being applied to each phase. A minimum phase shall be total development of the length of one (1) street between intersecting streets.

18.07.070 - Landscaping

A. Intent.

The intent of this Chapter shall be to implement certain goals and objectives of the Evans Comprehensive Plan and to recognize the aesthetic, economic and environmental value of landscaping.

B. Definitions.

The following words and phrases shall, for the purpose of this Chapter, be defined as follows:

Caliper means the method of measuring the diameter of a tree trunk for the purpose of size grading. The caliper of the trunk is measured six (6) inches above the ground for trees up to four (4) inches in diameter, and twelve (12) inches above the ground for trees measuring greater than four (4) inches in diameter.

Coniferous tree means any species of tree designated as a coniferous tree on the City's planting list.

Diameter at Breast Height or DBH means the diameter of a tree four and one-half (4½) feet above ground level.

Groundcover means grasses or other plants and landscaping materials used to keep soil from being blown or washed away. Such materials may include, but are not limited to: turf, native grasses, low-lying shrubs or bushes, ivy, boulder/stone, wood chips, mulch, bark or other similar coverings, but not including weeds or bare dirt.

Multifamily residential means, for the purposes of this Chapter, any building or property containing three (3) or more separate dwelling units, regardless of whether the units are on separate lots, but shall not include commercial residences.

Nonresidential means any building or land use that does not contain a dwelling unit, except that it shall include security residences and commercial residences.

Oil or gas facilities means batteries, oil wells, gas wells, gas storage wells and gas facilities, as defined by the rules and regulations of the Oil and Gas Commission of the State of Colorado.

Ornamental tree means any species of tree designated as an ornamental tree on the City's planting list.

Service area means that area of nonresidential and multifamily residential properties used for trash or garbage collection, dock loading and unloading, outdoor storage or repair and similar uses.

Shade tree means any species of tree designated as a shade tree on the City's planting list.

Single- or two-family residential means, for the purposes of this Chapter, any property containing one (1) or two (2) dwelling units, regardless of whether such units were built on-site or partially or wholly in a factory, but shall exclude properties zoned agricultural.

Street frontage means that part of a lot that adjoins street right-of-way, excluding alleys and right-of-way along rear property lines.

Weed means any plant listed as a weed by the Colorado Department of Agricultural.

C. Planting list.

All species of required plantings shall be selected from the planting list provided by the Parks and Recreation Department, unless otherwise approved by the City Forester.

D. Minimum species diversity.

To prevent uniform insect or disease susceptibility and eventual uniform aging and death of trees on a development site or subdivision, species diversity is required and extensive monocultures are prohibited. The percentage of trees of a single species relative to the total number of required trees for a development site or subdivision shall not exceed the amount shown in the table below, unless otherwise approved by the City Forester:

Number of trees required	Maximum percentage of any one species
10—19	50%
20—39	33%
40—59	25%
60 or more	15%

E. Size of plantings.

Required plantings shall be of the following minimum sizes, unless otherwise noted in this Chapter:

Shade tree	Two- inch caliper, balled and burlapped
Ornamental tree	One-and-one-half-inch caliper, balled and burlapped
Coniferous tree	Six-foot tall, balled and burlapped
Shrub	Five- gallon container

F. Condition of plant materials.

Required plantings shall have been grown in a recognized nursery in accordance with proper horticultural practice; shall be healthy, well-branched, vigorous stock with a growth habit normal to the species and variety; shall be free of diseases, pest infestation, or damage and shall conform to the standards set by the American Association of Nurserymen, as amended from time to time.

G. Irrigation.

All required landscaping shall be irrigated. Use of nonpotable irrigation water is encouraged. The Director of Parks and Recreation may approve a temporary irrigation system for plants that can survive without irrigation once established.

H. Soil amendments and rock mulch or gravel.

Soil in areas intended for plantings shall first be amended according to City standards in order to loosen compacted soil, improve the viability of plantings and reduce the amount of watering required. Rock mulch or gravel shall not be placed within two (2) feet of required trees.

I. Sight distance area.

Plantings shall not be located where an immediate or eventual violation of the City's sight distance criteria as provided in the Municipal Code would likely occur.

J. Coniferous trees.

To lessen the impact of icy road conditions during the winter months, coniferous trees shall be planted only where the shadow created by such tree does not, nor will not upon maturity, create a hazardous surface for drivers or pedestrians during the winter months.

K. Stormwater detention areas.

Landscaping and irrigation plans shall be designed in conjunction with the stormwater drainage plan for the subject property in such a manner as to maximize the buffering effect of stormwater

detention areas. Stormwater detention areas, whether or not located on property separate from the development, shall meet all of the following provisions:

1. Design and construction in a natural form to blend with the surrounding area.
2. Trickle channels designed to appear natural, using materials such as cobble, river rock or similar materials.
3. Landscaping with a bluegrass blend sod or seed mix or other City-approved type of sod or seed mix.
4. Installation of trees within and around the perimeter of the area at the rate of one (1) tree for every two thousand five hundred (2,500) square feet of surface area, with no more than twenty-five percent (25%) of such trees being ornamental.
5. No trees or shrubs planted such that they would have the effect of reducing the volumes of the pond below the design capacity.
6. Installation of an irrigation system approved by the City.

L. Screening of service areas.

All service areas shall be screened with an appropriate, designated landscape area between the service area and rights-of-way or abutting residential property, and shall be designed to block views to the maximum extent possible without obstructing any sight distance areas. The width and length and number of trees and shrubs required in such landscape area shall be determined by the City based on the size and use of the service area and surrounding land uses.

M. Screening of oil and gas facilities.

1. The developer of any property containing one (1) or more oil or gas facilities shall install groundcover within the area of the facility setback except where paved and a minimum of six (6) trees per oil or gas facility either along adjacent right-of-way (shade trees), along adjacent residential properties (coniferous trees), or a combination of both.
2. Such trees shall not be located such that they would obstruct access to the facility, or within ten (10) feet of any pipeline.

N. Mature tree preservation and mitigation.

Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical, as determined by the City. Certain trees and shrubs may be deemed unsuitable or unpreservable but must be shown on the landscape plan and shall not be removed until approval is granted by the City. The value of trees that cannot be

preserved and need to be removed shall be determined by the City Forester and appropriate new replacements shall be planted at the rate of one (1) tree for every four (4) inches of DBH (diameter at breast height) lost. Location of replacement trees may be within the development or at an acceptable location within City right-of-way as approved by the City Forester.

O. Maintenance.

Landscaped areas shall be maintained by the owner of the property. Property owners shall also maintain landscaped areas within the adjacent right-of-way unless an approved Homeowners Association assumes this obligation. Maintenance shall include, but not be limited to, irrigating, mowing, pruning, removal of trash and weeds and replacement of any required plantings that become diseased, infested or otherwise unhealthy.

P. Landscaping and irrigation plan requirements.

All proposed landscaping and irrigation plans submitted for approval shall contain the following information:

1. Existing and proposed features. The approximate location and character of the following existing and proposed features and improvements:
 - a. Buildings and signs.
 - b. Landscaping.
 - c. Mature trees and other existing vegetation, labeled "to be removed" or "to remain."
 - d. Floodplains, wetlands, drainage ways and detention areas.
 - e. Overhead and underground utilities, including manholes.
 - f. Oil and gas facilities, if any.
 - g. Property lines and easements.
 - h. Other features or improvements which may affect the location of proposed streets, structures and landscaping.
2. A list of all proposed plant and landscape material including species, size and quantity and labeled on the plan.
3. Scale, date and north arrow.
4. Name and/or address of the project.

5. Name and mailing address of the owner/developer.

6. Signature of the owner/developer.

Q. Single-family and two-family residential areas.

1. Within two (2) years of the date of the original occupancy certificate for any single-family or two-family dwelling located in a subdivision approved after March 21, 2000, the owner of such property shall install groundcover, as defined by this Chapter, over all land not within the building footprint, paved or otherwise overlain by impervious surface, including such areas located on adjoining rights-of-way. After such two-year period, it shall be the responsibility of the current owners of the property to comply with this provision.

2. Homeowners and builders are strongly encouraged to plant trees along adjacent parkways within two (2) years of the date of the original occupancy certificate for any single- or two-family dwelling in accordance with the following provisions:

a. Such trees shall be installed within fifteen (15) feet of the street curb in the front yard and/or street side yard.

b. Such trees shall be shade trees.

c. All requirements of Chapter 8.14 (permit required for trees in the right-of-way) and this Chapter shall be met, except that such trees shall be at least one-and-one-quarter (1¼) inch caliper (containerized or balled and burlapped).

d. The number of trees that should be planted is based on the amount of street frontage (excluding collector or arterial frontage) of the subject lot as shown in the following table:

Total street frontage of lot	Minimum number of trees
Up to 75 feet	1
75 to 150 feet	2
150 to 250 feet	3
Over 250 feet	4

3. The developer of any single-family or two-family subdivision approved after September 21, 2004, shall install shade trees and groundcover between the curb and the detached sidewalk of any arterial or collector street within or adjacent to the subdivision; one tree every thirty-five (35) feet.

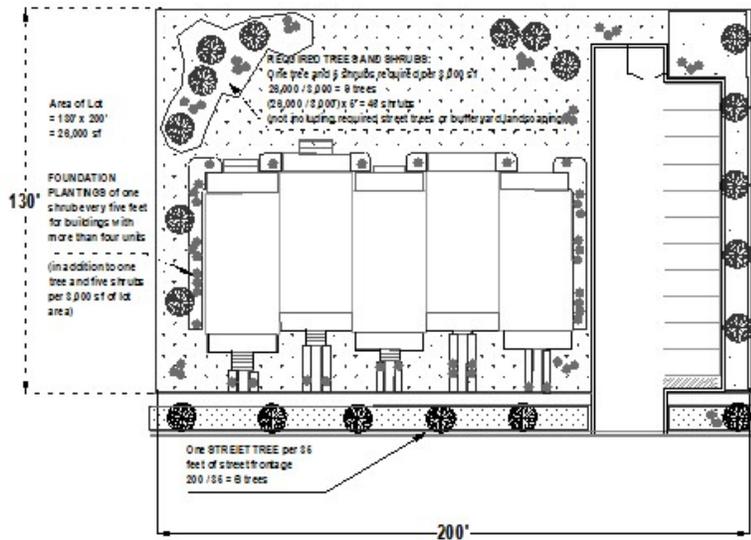
4. The City shall not grant initial acceptance of improvements for single- or two-family subdivisions, or a phase of such subdivision, until a landscape and irrigation plan has been approved by the City for the landscaping of any arterial and collector rights-of-way, stormwater detention areas, and perimeter treatments located within the subdivision and until such plan is implemented. If weather conditions do not allow for installation of landscaping at the time the initial acceptance is requested, or if City staff has other reason to believe the immediate installation of landscaping would jeopardize its viability, City staff may grant initial acceptance if the applicant provides both 1) a cost estimate from a local landscaping company for the cost of materials and labor of the landscaping to be reviewed and approved by the City with an estimated date of completion, and 2) a letter of credit or other acceptable security in the amount of one hundred twenty-five percent (125%) of the cost estimate. All landscaping improvements shall be inspected by the City for compliance with the approved landscaping and irrigation plan and regulations of this Chapter prior to granting initial acceptance or releasing the letter of credit, as the case may be. The City shall not grant final acceptance of improvements for single- or two-family subdivisions, or a phase of such subdivision, until all required plantings have that become diseased, infested or otherwise unhealthy have been replaced.

R. Multifamily residential areas.

1. The City shall not issue building permits for new multifamily dwellings until a landscaping and irrigation plan has been approved by the City for the site. City staff may, at its discretion, issue building permits with the condition that a landscaping and irrigation plan shall be reviewed, approved and implemented prior to issuance of the certificate of occupancy. If weather conditions do not allow for installation of landscaping at the time the certificate of occupancy is requested, or if City staff has other reason to believe the immediate installation of landscaping would jeopardize its viability, such as in the case where additional buildings are yet to be constructed on the same lot, City staff may issue the certificate if the applicant provides both 1) a cost estimate from a local landscaping company for the cost of materials and labor of the landscaping to be reviewed and approved by the City, and 2) a letter of credit or other acceptable security in the amount of one hundred twenty-five percent (125%) of the cost estimate. All landscaping improvements shall be inspected by the City for compliance with the approved landscaping and irrigation plan and regulations of this Chapter prior to issuance of a certificate of occupancy or release of the letter of credit, as the case may be.
2. Landscaping and irrigation plans for all multifamily residential projects shall meet the following requirements:
 - a. Trees and shrubs. For every three thousand (3,000) square feet or fraction thereof of the total property area, an average of one tree and five shrubs shall be included. No more than twenty-five percent (25%) of the required number of trees shall be ornamental trees.
 - b. Foundation plantings. Structures containing more than four (4) dwelling units shall have landscape areas along the perimeter of the foundation, except where pavement prevents

such landscaping. Such landscape areas shall contain an average of one (1) shrub every five (5) feet.

- c. All land not within the building footprint, paved or otherwise overlain by impervious surface or gravel, including such areas located on adjoining rights-of-way, shall be landscaped with shrubs, sod, or other groundcover, as defined by this Chapter.
- d. In addition to the other requirements of this Section, one shade tree per thirty-five (35) feet of street frontage shall be installed in the right-of-way or within ten (10) feet of the right-of-way.

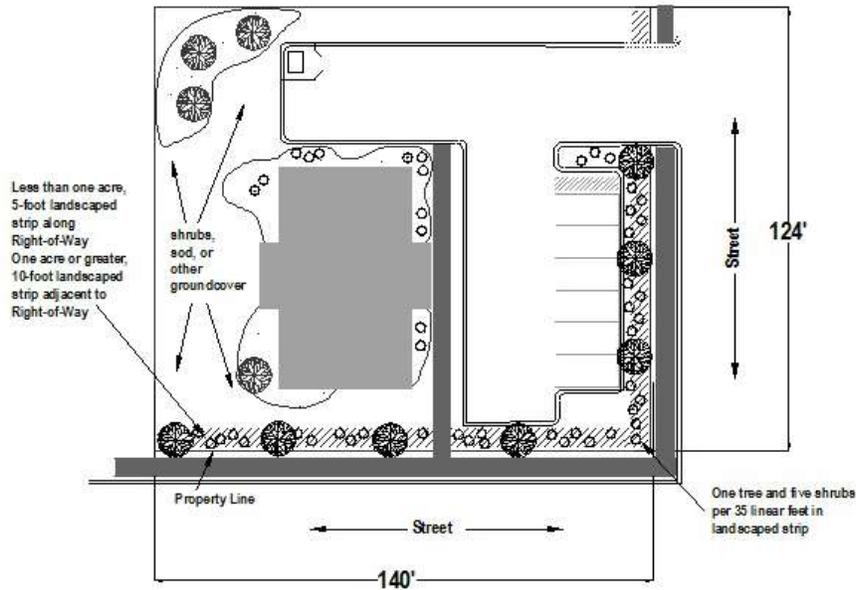


S. Nonresidential areas.

- 1. The City shall not issue building permits for new nonresidential buildings, except for accessory structures, until a landscaping and irrigation plan has been approved by the City for the site. City staff may, at its discretion, issue building permits with the condition that a landscaping and irrigation plan shall be reviewed, approved and implemented prior to issuance of the certificate of occupancy. If weather conditions do not allow for installation of landscaping at the time the certificate of occupancy is requested, or if City staff has other reason to believe the immediate installation of landscaping would jeopardize its viability, such as in the case where additional buildings are yet to be constructed on the same lot, City staff may issue the certificate if the applicant provides both 1) a cost estimate from a local landscaping company for the cost of materials and labor of the landscaping to be reviewed and approved by the City, and 2) a letter of credit or other acceptable security in the amount of one hundred twenty-five

percent (125%) of the cost estimate. All landscaping improvements shall be inspected by the City for compliance with the approved landscaping and irrigation plan and regulations of this Chapter prior to issuance of a certificate of occupancy or release of the letter of credit, as the case may be.

2. Landscaping and irrigation plans for all nonresidential projects shall meet the following requirements:
 - a. Properties less than one acre (forty three thousand five hundred sixty [43,560] square feet) in area shall have a five-foot wide landscape strip extending inward from any property line which abuts right-of-way. Properties one (1) acre or greater in area shall have a ten-foot wide landscape strip extending inward from any property line which abuts right-of-way.
 - (1) Such landscape strips shall include one (1) shade tree and five (5) shrubs for every thirty-five (35) feet of street frontage, as well as groundcover. Such trees and shrubs may be located within the adjacent right-of-way, contingent upon approval of the Director of Parks and Recreation.
 - (2) Such landscape strips shall not be utilized for storage or display of any goods.
 - (3) No structures (including fences) other than approved signs and retaining walls shall be located within such landscape strips.
 - b. All land not within the building footprint, paved, or otherwise overlain by impervious surface or gravel, including such areas located on adjoining rights-of-way, shall be landscaped with shrubs, sod or other groundcover.

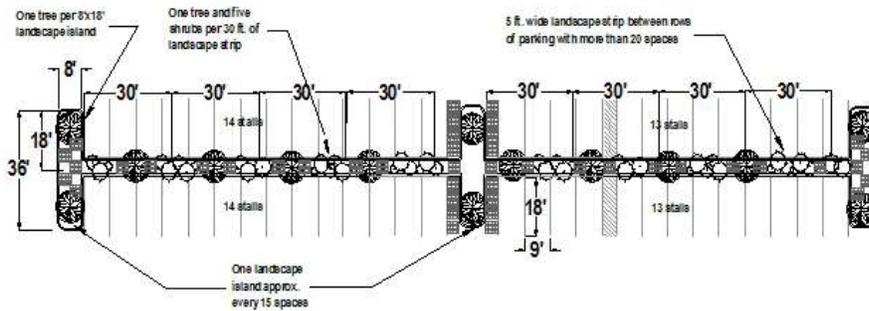


T. Parking lot landscaping.

The following requirements are intended to reduce the visual impact of glare, headlights and parking lot lights, to delineate driving lanes and rows of parking, and to provide shade. The requirements of this Section shall not apply to single- and two-family residential properties.

1. Parking lots shall contain one (1) landscape island approximately every fifteen (15) parking spaces, equidistant from any other landscape island and one (1) landscape island at the end of each parking row, except where impractical, as determined by the Director of Public Works.
 - a. Each such landscape island shall be at least eight (8) feet wide by eighteen (18) feet long, as measured from inside curb to inside curb, shall contain groundcover and one (1) shade tree, and shall be bordered by concrete curbing.
 - b. When parking lots require more than four (4) landscape islands, ornamental trees may be substituted for shade trees in no more than twenty-five percent (25%) of the landscape islands.
2. Where parking rows abut end-to-end and each row contains more than twenty (20) parking spaces, the rows shall be separated by a planting strip at least a five-foot wide as measured from inside curb to inside curb. Such planting strips shall contain one (1) shade tree and five (5) shrubs approximately every thirty (30) feet, plus groundcover.

- Parking spaces shall not be allowed to be located within five (5) feet of any property line.



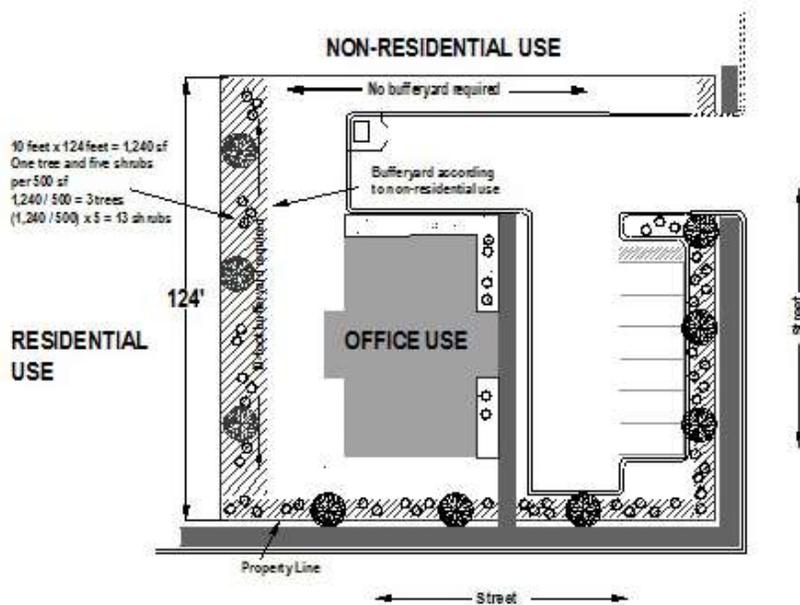
U. Bufferyards.

- Bufferyards are intended to shield residential properties from adverse impacts of adjacent development.
- Bufferyards shall be located on the outer perimeter of a lot or parcel and may be required along all property lines to ensure buffering purposes, as determined by the Community Development Director.
- Bufferyards shall not include any paved area, except for pedestrian sidewalks or paths, or vehicular access drives which may intersect a bufferyard at a point which is perpendicular to the bufferyard and which shall be the minimum width necessary to provide vehicular or pedestrian access, as determined by the Community Development Director.
- Bufferyards shall not be used for storage or display of any goods at any time.
- Bufferyards shall not be located on any portion of an existing or dedicated public right-of-way, unless approved by the Director of Public Works.
- Fences may also be required in order to screen the property, as determined by the Director of Public Works.
- Bufferyards shall include one (1) tree and five shrubs for every five hundred (500) square feet of bufferyard area, plus groundcover over the entire bufferyard area.
- Any development or redevelopment of a site which abuts a residentially zoned and/or residentially developed property (including but not limited to single-family, two-family, multifamily, mobile or manufactured home) shall install a landscaped bufferyard along the property line shared with the residential property, except residentially zoned property

developed as a nonresidential use, such as drainage detention, recreational facilities or public service facilities. Properties separated by right-of-way shall not be considered abutting. The required width of such bufferyard shall be determined by the Community Development Director, based on the proposed use and the corresponding bufferyard requirement in the following table. For proposed uses that are not listed in the table, the Director of Public Works shall determine an appropriate bufferyard. However, single-family and two-family residential lots shall not be required to include a bufferyard.

Use	Required bufferyard along abutting residential property (in feet)
Adult business	30
Animals, confined	30
Car wash facilities	20
Cemetery	20
Commercial residence	20
Community facilities	20
Congregate residence	10
Crematoriums	30
Day care center	10
Dwelling, multi-family	10
Flammable and/or combustible liquids and gases storage	30
Flea market	30
Group homes	10
Hospital	20
Industrial uses facility	30
Junkyard	30
Kennel	30
Long-term care facility	10
Manufacturing/assembly plant	30
Mini storage units	20
Mortuary or funeral home	10
Natural resource extraction and treatment	30
Nightclub, bar, tavern	20

Office and financial use	10
Personal service establishment	10
Public service facilities	20
Recreational facilities, indoor	10
Recreational facilities, intensive	20
Recreational vehicle (RV) park/campground	30
Recreational vehicle storage	10
Repair shops	30
Research laboratory	20
Retail uses, intensive	20
Retail uses, extensive	30
School	10
Staff supervised residential facilities	10
Theater	20
Treatment of humans, restrained	30
Warehouse	30



V. Nonconforming areas.

1. Any property that does not conform to the requirements of this Chapter, but which contains an existing principal structure that was issued a certificate of occupancy prior to September 21, 2004, shall be considered legal nonconforming. No building permit which would have the effect of increasing the gross floor area of any structure on such property, or of allowing any additional structure to be constructed on such property, shall be issued until a landscaping and irrigation plan meeting the requirements of this Chapter has been approved by the City.
2. The foregoing notwithstanding, existing multifamily properties shall be required to install screening for service areas and shall not be considered legal nonconforming.
3. Nothing in this Section shall be deemed to require the removal of any previously legal nonconforming structure located in a required bufferyard or landscape strip.

W. Violation - penalty.

1. In addition to the other provisions of this Chapter, the following are prohibited:
 - a. Failure to implement a landscape and irrigation plan as approved;

- b. Alteration of the landscaping of an approved landscape and irrigation plan without the prior approval of the City;
 - c. Destruction or removal of any tree of a species listed on the City's planting list without the prior approval of the City Forester, except on single-family and two-family lots.
2. Any person who violates any of the provisions of this Chapter is guilty of a violation of the Municipal Code and shall be punished as provided in Section 1.16.010 of this Code.
 3. In the event a property owner fails to comply with the provisions of this Chapter, the City may perform the required action and invoice the property owner responsible, plus a ten-percent fee for inspection and other administrative costs. The City shall first give written notice to the property owner of the required action and allow at least fourteen (14) days to comply. In the event a property owner fails to pay an invoice from the City for such costs and fees within thirty (30) days of receipt, the City may file a lien on the property with the County Treasurer's office to be placed upon the tax list for the current year and to be collected in the same manner as other taxes are collected, with an additional ten-percent penalty to defray the cost of collection. Such lien shall have priority over all other liens except general property taxes and prior assessments. Nothing in this Section shall preclude or prevent the City from punishing violations of this Code in accordance with Section 1.16.010.

18.07.080 - Off-street parking and loading

A. Intent.

These standards are to ensure that off-street parking areas are designed to be safe, accessible, convenient, and attractive. Off-street parking and loading areas should reduce traffic congestion, hazards and pedestrian and vehicular conflicts; protect neighborhoods from the effects of vehicular noise and traffic generated by more intense land uses and districts. Parking facilities shall accommodate the proportional needs generated by varying types of land uses.

B. Minimum parking requirements.

1. The off-street parking requirements in the parking requirements table have been established to meet the expected typical parking demand for land uses. In cases not specifically addressed by these requirements, the Community Development Director shall be authorized to determine parking requirements using the parking requirements table as a guide. When the number of parking spaces required by this table results in a fractional space any fraction shall be counted as one (1) additional space.
2. The following off-street parking areas shall be provided in connection with the erection or increase by units or dimensions of any of the following buildings or structures:

Land use	Number of spaces required
----------	---------------------------

Single-family Residential	2
For dwelling units located on lots with less than 35' of street frontage:	1 additional space per unit
Two-family dwellings	2 spaces per dwelling unit
Multi-family dwellings (3 or more units)	1.5 spaces per unit, plus guest parking as identified below
• One-bedroom multi-family units	
• Two-bedroom multi-family units	1.75 spaces per unit, plus guest parking as identified below
• Three-bedroom multi-family units	2 spaces per unit, plus guest parking as identified below
• Four+-bedroom multi-family units	3 spaces per unit, plus guest parking as identified below
Guest parking (for multi-family units, to be provided in addition to required resident parking):	1 spaces for the first 5 dwelling units or portion thereof, plus 1 space per every 5 additional dwelling units or portion thereof, up to 100 dwelling units
For dwelling units located on lots with less than 35' of street frontage:	1 additional space per unit
Congregate residences	0.5 space per bed or 1 space per bedroom, whichever is greater
Hospitals	1 space per 2 beds, plus 2 spaces per 3 employees on the major shift
Long-term care facilities	1 space per 4 beds, plus 1 space per employee
Office and financial uses	1 space for each 300 square feet of floor area
Mortuaries and funeral parlors	1 space per 4 seats
Bowling alleys	4 spaces per lane (plus additional spaces required by this schedule for supplemented activities, such as dining rooms, coffee shops, lounges, pro shops, etc.
Theaters, auditoriums, sports arenas and stadiums	1 space per 3 seats
Churches	1 space per 4 seats
Establishments handling the sale and consumption on the premises of	1 space per 3 seats

food, alcoholic beverages and other refreshments	
Retail sales and service	1 space for each 200 square feet of gross floor area
Commercial Residence (hotels, motels, etc.)	1 space per guest room, plus specified requirements for related commercial uses, conference space and manager's unit
Schools (elementary, middle or junior high)	2 spaces per classroom
Schools (high school)	1 space per 4 students, plus 1 space per employee
Trade and business schools	1 space for each 150 square feet of gross floor area
Wholesale sales and service	1 space for each 600 square feet of gross floor area
Manufacturing and industrial activities	1 space for each 2 employees, determined on the basis of the greatest number of persons employed at any period of time (plus 1 additional for each company vehicle based at the location)
Any land use activity not otherwise identified in this section	A number of spaces determined by the administrative officer to be reasonably necessary requirements shall be consistent with the requirements set forth above for comparable use activities

C. Improvement of parking areas.

1. Where lights are required for nighttime parking, they shall not shine directly on adjacent properties;
2. All entrances and exits to parking lots shall be clearly marked with white pavement markings or attractive signs clearly visible from the street;
3. Entrances and exits to parking areas and/or facilities shall not be located closer than twenty-five (25) feet to the intersecting property lines at street intersections;
4. All parking areas shall be paved with an asphaltic or concrete surfacing, and shall have appropriate bumper guards where needed.

D. Size and location of off-street spaces.

1. The required minimum area for an off-street parking space shall be nine (9) feet wide by nineteen (19) feet long and the maximum area for driveway frontage shall be twenty (20) feet. Driveway frontage in excess of twenty (20) feet shall require written approval from the Public Works Director.
2. Off-street parking spaces may be located on the same lot as the use for which they are provided or they may be located on one or several separate parcels located adjacent to the use which they serve.
3. At least forty-five percent (45%) of the front yard of a lot shall be open space, except on irregular-shaped lots having less than thirty-five (35) feet of lot frontage.
4. For residential land uses, required off-street parking shall not be located within the first fifteen (15) feet of a front yard setback (extending from the front yard property line).

E. Off-street loading requirements.

Off-street loading spaces, each containing five hundred (500) square feet with no one (1) dimension less than ten (10) feet, shall be required as an accessory use for new construction or major additions involving an increase in floor area, as follows: One (1) off-street loading space for floor area between ten thousand (10,000) square feet and twenty thousand (20,000) square feet, plus one (1) additional off-street loading space for each twenty thousand (20,000) square feet or fraction thereof of floor area in excess of twenty thousand (20,000) square feet; provided, no such loading space occupies any part of a public street, alley, driveway or sidewalk.

18.07.090 - Special yard regulations

A. Intent.

The purpose of establishing special yard regulations is to ensure the quality appearance of the community.

B. Special yard requirements.

1. In any residential or commercial district where lots comprising fifty percent (50%) or more of the frontage on one side of the street between intersecting streets are developed with buildings having front yards with a variation of not more than ten (10) feet, the average front yard of such buildings shall be the minimum required. In transitional areas, a variance may be granted by approval of the City Council.

2. When a side yard is otherwise required by this Title, the side yard along the street side of a reverse corner lot shall be not less than the front yard requirement for the district in which the lot is located.
3. No part of a yard required for a building for the purpose of complying with the provisions of this Title shall be included as a yard for another building.
4. Cornices, canopies, chimneys, eaves, fire escapes and similar architectural features may extend into a required yard setback not more than two (2) feet.

18.08 Signs

18.08.010 - Purpose and intent.

- A. The purpose of this Chapter is to establish minimum standards for the design, placement, size and maintenance of signs located within the City in order to promote, preserve and protect the health, safety and welfare of its citizens.
- B. It is the intent of this Chapter to promote signage that:
 1. Clearly identifies the location of businesses, public places, residential developments and similar establishments and uses;
 2. Visually enhances the property on which it is located, as well as adjacent properties and the City, overall;
 3. Minimizes distractions and obstructions to visibility for pedestrians and motorists, thus reducing traffic and safety hazards from signs;
 4. Is appropriate for the zoning district in which the signage is located and the use to which it pertains; and
 5. Is consistent with other community planning, land use, traffic, building and development standards.

18.08.020 - Definitions.

For the purposes of this Chapter, the words and phrases below shall have the following meanings:

Accessory wall sign means a sign that does not contain the name of the business, but contains the logo, trademark or description of a primary service offered such as "building supplies" or "pharmacy."

Address sign means a permanent sign that gives only the address or name of a building or residence, without reference to, or inclusion of, the name or logo of a product sold or service performed on the lot or in a building, structure or business enterprise occupying the site.

Advertise means to attract attention to a business, product, service, event or activity through the use of print, broadcast or electric media, such as with a sign or banner or with other materials, such as display items, pennants or balloons.

Awning means a projecting architectural feature made of fabric or a flexible material, with a rigid frame for support, usually over a door or window.

Awning sign means a permanent sign either attached to or painted onto an awning.

Balloon means a type of inflatable sign.

Banner sign means a temporary sign applied to fabric or other flexible material with no enclosing framework.

Bus stop sign means signs on benches and bus shelters at actual bus stops of Greeley Transit Services.

Business means for profit and non-profit organizations, such as churches, as applicable.

Cabinet or *cabinet sign* means an individual box-like structure consisting of a perimeter frame to support sign faces, not including the internal components, embellishments or support structure.

Canopy means an architectural feature projecting at least three (3) feet out from a wall and made of a rigid material, usually over a door or window; also, a freestanding, roof-like structure with at least three (3) open sides to protect pedestrians from weather and provide nighttime lighting, such as for gas station islands.

Canopy sign means a permanent sign affixed to a canopy.

Changeable copy sign means a sign or portion of a sign that can be easily changed manually or electronically for the purpose of displaying frequently changing information incidental to the sign owner's business, such as a gasoline price sign or drive-thru menu board, or that displays other information such as the time and temperature, and which displays all copy for at least three (3) seconds.

Channel letters and *channel sign* means individual letters or symbols constructed to be applied singly in the formation of a wall sign or a freestanding sign, whether or not illuminated.

Clearance means the minimum vertical distance between the grade of the nearest adjacent sidewalk, street or curb and the lowest point of a sign, including frame.

Coming soon sign means a temporary sign erected prior to the opening of the establishment to which the sign relates.

Commemorative sign means a permanent sign, tablet, cornerstone or plaque memorializing a person, event, structure or landmark.

Community event sign means a temporary sign that provides information relating to any community event sponsored by a public or quasi-public agency or by any religious or charitable institution.

Community facility sign means a permanent sign identifying a facility or service offered by a government agency. Examples include signs for parks, museums, public hospitals, swimming pools, fire stations and schools.

Comprehensive sign program means a graphic representation, including plans and elevations, showing all signage proposed for a multi-tenant building, multi-tenant center or subdivision.

Contractor sign means a temporary sign naming those engaged in the design, financing, marketing and/or construction on the property where the sign is located.

Dilapidated sign means any sign with broken, cracked or discolored display panels, broken, bent, corroded or discolored support structure or frame, torn or discolored material or that is otherwise unreadable under normal viewing circumstances; any sign or portion thereof that exhibits visually obvious conditions of poor maintenance; faded, broken or missing panels or general deterioration; any sign or portion thereof that has been damaged by fire, earthquake, wind, flood or any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such cause.

Directional sign means a permanent, on-site sign that provides directions necessary or convenient for visitors, clients or customers entering a site; for example, signs indicating "entrance," "exit," "parking" or "loading zone."

Display item means an on-site representation or sample of a product a business offers and located in a place not intended for its long-term storage, such as in a parking area. Examples of display items include tires, hot tubs, scooters and similar items.

Election sign means a temporary sign relating to a public election identifying or supporting candidates or issues in connection with any political party or candidate running for public office during a specific election.

Flag means a piece of cloth, usually rectangular in shape, of distinctive color and design, used as a symbol, standard, signal or emblem, representative of an organization of nations, states, or cities, or fraternal, religious, or civic organizations or educational institution, or used to advertise.

Flashing sign means any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and/or color at all times, but not including signs that meet the definition of changeable copy signs contained herein.

Freestanding sign means a permanent, self-supporting sign attached to the ground, rather than to a structure, by means of one (1) or more columns, uprights, poles or braces in or upon the ground.

Garage/yard sale sign means a temporary sign advertising the sale of personal property by the owner of a residential property on his or her property.

Grand opening event means the promotional period beginning on the date a new business is open for business, including a change in ownership, change of business location, major remodeling (more than fifty percent [50%] of the size or replacement value), or change in type of business.

Grand opening event sign means a temporary sign for a grand opening event.

Holiday decorations means temporary signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, state, local, religious or commonly recognized holiday.

Home occupation sign means a permanent, nonilluminated window sign identifying a licensed and permitted home occupation within a residential unit.

Illuminated sign means a sign with an internal or external light source for the purpose of illuminating the sign.

Inflatable sign means any air- or gas-filled, balloon-like advertising device either located on the ground or attached by means of a rope, tether or similar apparatus to a fixed location.

Kiosk/plaza sign means a freestanding sign owned by the City and located in a public right-of-way or on private property, with the property owner's written permission, for the purpose of directing the public to development projects, businesses and/or public facilities.

Logo means any graphic identification, with or without lettering, used to identify a business.

Lot means an integral unit of land held under unified ownership in fee or co-tenancy, or under legal control equivalent to such ownership, whether part of a platted subdivision or otherwise, upon which an establishment or residence customarily uses for conducting business or residing.

Monument sign means an on-site sign attached to the ground, rather than to a structure, that has a base at least as wide and deep as the frame that holds the panels, cabinets or channel sign.

Moving sign means a permanent sign that, in whole or in part, rotates, revolves or otherwise is in motion.

Multi-tenant building/multi-tenant center means a building or center that contains two (2) or more businesses that share the same site and use common points of ingress and egress to and from the site, whether or not on a single lot.

Multi-tenant sign means a permanent, freestanding sign displaying the name of each business in a multi-tenant building or multi-tenant center.

Nonplanar sign means a sign that has a depth greater than two (2) feet.

Nonresidential sign in a residential zone means a permanent sign within a residential zoning district identifying a lawful use other than a home occupation within such zoning district. Examples include signs for day care centers that have special approval, churches and other cultural or religious facilities, privately owned golf courses, group homes and long-term care facilities.

Off-premise or off-site sign means a sign that advertises a business, product, service, event or activity not located or offered on the premises where the sign is displayed.

On-premise or on-site sign means a sign that advertises a business, product, service, event or activity legally located or offered on the premises where the sign is displayed, or a sign advertising the sale or lease of the property on which the sign is located.

Open house sign means a temporary sign for the purpose of directing people to a residential unit being offered for sale.

Painted wall sign means letters, numbers, motif, symbol, figure, object, mural or any other design painted on a wall and meant to advertise a product or service, but not any other surface such as a panel to be affixed to a wall or post.

Pennant means one (1) or more pieces of plastic or cloth, usually each triangular in shape and attached to each other through a line, wire or cord, to call out attention to a property or item.

Permanent sign means a sign attached to a permanent structure or the ground and made of durable materials and intended to exist for the duration of the time that the business, product, service, event or activity is located on the lot.

Permanent structure means the principal structure, which shall be structurally sound and designed to remain continuously in place. Trees, shrubbery, sign supports, utility poles, accessory structures, fences and similar objects shall not be considered permanent structures.

Planar sign means a sign that has a depth of two (2) feet or less.

Pole sign means a self-supporting, permanent sign mounted on one (1) or more freestanding poles, columns or similar support.

Portable sign means a sign located on an object with wheels, such as a trailer, but not including signs on motorized vehicles.

Post and panel sign means a temporary or permanent sign with nonilluminated, planar sign face supported by two (2) posts.

Primary building frontage means the face of the building providing main vehicular and/or pedestrian access and/or the primary orientation of the building.

Primary street frontage means that portion of a lot adjacent to the right-of-way, excluding alley frontage.

Principal wall sign means the sign containing the name of the business.

Prohibited activities sign means a permanent sign located on a permanent structure posting a warning or prohibited activity, such as "no hunting" or "no swimming."

Projecting sign means a sign attached by one vertical side of the sign to a structure and that extends out from the structure at an approximate ninety-degree angle.

Public sign means a sign required or specifically authorized for a public purpose by any law, statute or ordinance, which may be of any type, number, area, height above grade, location, illumination or animation specified or allowed by such law, statute or ordinance; for example: speed limit signs and historic markers.

Pylon sign means a permanent, freestanding sign supported by one (1) or more poles that are no greater than fifty percent (50%) of the total sign height and that are encased in decorative material, such as stone, brick or stucco, to fully conceal the support structure.

Real estate sign means a temporary, on-site sign advertising the sale, rental or lease of all or a portion of a building and/or land.

Religious or ideological sign shall mean a sign that conveys one's personal views on worship, ethics, philosophy of life, political or similar beliefs. Religious or ideological signs do not include election signs.

Revolving beacon means a light that shines outward and rotates from a single point or location.

Roof sign means a sign erected upon or above a roof or above a parapet wall of a building or any portion of a sign that extends beyond the roofline or parapet wall.

Sandwich board sign means a sign constructed to form an "A" or tent-like shape, hinged or not hinged at the top, and not secured to the ground or a structure.

Sign shall mean any device, display, figure, painting, drawing, message, placard, poster, billboard, structure or any other contrivance designed, intended or used to attract attention, convey a message, advertise or to give information in the nature of advertising, including all necessary supports, brackets, framework, structural components and similar equipment whether or not actual graphics are attached or in place, and that is visible from the travel way of any public right-of-way.

Sign face means the surface area upon which a message is displayed, including any perimeter frame used to support such surface area, but not including the support structure or base of a freestanding sign.

Special sign means a temporary sign advertising a product, sale, promotion or other special offer and which does not meet the definition of any other temporary sign defined herein.

Street frontage means that portion of a lot that adjoins any public right-of-way, excluding alleys.

Subdivision means, for the purposes of this Chapter, a residential neighborhood, manufactured home community, mobile home park, business or industrial park, multifamily complex, or similar contiguous development of land identified within the community for a group of homes or businesses. Examples of subdivisions include Willowbrook Subdivision, Evans Industrial Park, and Cave Creek Land-Lease Community.

Subdivision sign means a permanent sign identifying a recognized subdivision.

Suspended sign means a permanent sign that is suspended from the underside of a surface, such as an eave, canopy or awning, and which is supported by such surface.

Temporary sign means a sign that is intended to be displayed for a limited period of time.

Wall means the exterior face of any building, including but not limited to mansards, parapets, doors and similar architectural features, excluding windows, that are nearly perpendicular to the surrounding grade, or at seventy-five degree to one hundred ten degree angles as measured from the surrounding grade, that have the capability of being seen from public right-of-way.

Wall area means that portion of a vertical plane of a building owned or leased by a business, including any windows or gables, but not including any roof area.

Wall sign means a sign with its backing affixed flush to an exterior wall of a building.

Window sign means a temporary or permanent sign posted, painted, placed or affixed to the interior or within two (2) feet inside of an exterior window.

18..08.030 Sign measurement.

- A. Height shall be measured by the vertical distance from the nearest surrounding grade to the highest point on the sign or structure, including base and/or support structure.
- B. Sign setback shall be measured from the property line inward to the nearest point of the sign or support structure.
- C. Size.
 - 1. Linear objects shall be measured in linear feet and shall be the maximum distance, end to end, of the object.
 - 2. Planar signs.
 - a. Planar signs shall be measured in square feet by the sign face area.
 - b. Unless otherwise indicated herein, only one (1) side of a two-sided sign shall be counted toward the maximum sign face area allowed as long as the angle between the sign faces is forty-five degrees or less.
 - c. Cabinet sign face area shall be measured by that portion of the extreme limits of the frame contained within a continuous rectangular perimeter. In the case of an irregularly shaped frame, the area shall be calculated using the smallest rectangular area within which the frame would fit.
 - d. Channel sign face area shall be measured by that portion of the extreme limits of the channel letters contained within a continuous perimeter drawn with not more than twelve (12) straight lines at ninety-degree angles to each other.
 - e. Flags, banners and other flexible fabric-sign face area shall be measured by the area of the smallest rectangle that would encase the extreme limits of the fabric when placed flat in a two-dimensional plane.
 - f. Painted wall sign face area shall be measured by that portion of the extreme limits of the painted sign contained within a continuous perimeter drawn with not more than twelve (12) straight lines at ninety-degree angles to each other.
 - g. Window sign face area shall be measured by the combined area contained within the smallest continuous perimeter drawn with not more than twelve (12) straight lines at ninety-degree angles to each other and encompassing all signs located in each window. For nonplanar window signs located inside the window, sign area shall be calculated as if the object were planar in nature and measured using the width and height as visible from the outside of the window.

h. Nonplanar signs shall be measured in square feet by calculating the sum of the sign face area of the front and two (2) sides of the sign as if each were two-dimensional.

D. Duration. For the purpose of temporary signs, a sign erected or displayed for any amount of time within a calendar day shall be considered to have been displayed for that "day."

18.08.040 - Legal nonconforming signs.

Legal nonconforming signs shall comply with Section 19.56.060, Legal nonconforming signs, of this Code. Temporary signs, window signs and dilapidated signs shall not be considered legal nonconforming.

18.08.050- Signs prohibited in all zoning districts.

The signs or types of signs listed in this Section shall be prohibited within the City. This Section shall not apply to public signs.

- A. Any sign that does not comply with the content or intent of this Chapter.
- B. Any sign that does not have a valid permit, if required.
- C. Any sign or portion of a sign that is an obstruction or hazard or potential hazard to pedestrian or vehicular traffic or property, including but not limited to any sign that does not comply with the requirements of Section 15.58, Sight Distance, of the Municipal Code or any sign determined to have the potential for interfering with the operation of traffic signals.
- D. Any sign or portion of a sign determined by the City to be in such a condition as to constitute a public nuisance due to deterioration, damage, decay, inadequate maintenance or any other reason.
- E. Any sign or portion of a sign located within five (5) feet of a fire hydrant.
- F. Any sign or portion of a sign that utilizes an exposed incandescent or exposed high-intensity lamp, not including neon, visible from any property line of the property on which the sign is located.
- G. Any sign for which a permit is required that does not have the appearance of being professionally made.
- H. Any sign on public right-of-way, except for the following (all subject to limitations within this Chapter):
 - 1. Kiosk/plaza signs.
 - 2. Community event signs approved by the City.

3. Bus stop signs.
4. Public signs.
- I. Off-premise or off-site signs, except for the following (all subject to limitations within this Chapter):
 1. Kiosk/plaza signs.
 2. Community event signs approved by the City.
 3. Bus stop signs.
 4. Public signs.
 5. Coming soon signs.
 6. Garage sale directional signs.
 7. Open house directional signs.
 8. Multi-tenant center signs that contain signage for businesses on adjacent lots, in lieu of such businesses having individual freestanding signs.
- J. Dilapidated signs.
- K. Flashing signs.
- L. Moving signs, including revolving beacons.
- M. Roof signs.
- N. Sandwich board signs, except open house signs as provided herein.

18.08.060 - Signs allowed in residential zoning districts.

Only the following signs shall be allowed in residential zoning districts (not including RC, residential-commercial zoning districts), provided they comply with the standards set forth in this Chapter.

- A. Address sign.
- B. Bus stop sign.
- C. Community event sign.

- D. Community facility sign.
- E. Contractor sign.
- F. Flag.
- G. Garage sale/yard sale sign.
- H. Holiday decorations.
- I. Home occupation sign.
- J. Kiosk/plaza sign.
- K. Nonresidential sign in a residential zone.
- L. Open house sign.
- M. Election sign.
- N. Prohibited activities sign.
- O. Public sign.
- P. Real estate sign.
- Q. Religious or ideological sign.
- R. Subdivision sign.

18.08.070- Permit required.

Prior to the installation or erection of any sign structure a building permit must be obtained from the City, unless otherwise stated herein. Fees shall be charged in accordance with the schedule established for commercial building permits. A permit shall not be required to replace the copy on changeable copy signs, or to replace only the panel within a cabinet sign.

18.08.080 - Permanent signs requiring a permit.

Signs of the following types shall require a permit and shall comply with the provisions set forth for each sign type.

- A. Awning signs.

1. Type. Awning signs shall be planar in type.
2. Size. Awning signs shall count toward the allowable wall sign face area. The sign face area of an awning sign shall not exceed the area of the face of the awning where the sign is to be placed.
3. Quantity. One (1) sign containing the name and/or logo of the business or primary service offered such as "dry cleaning," per awning is allowed. For multi-tenant buildings with multiple awnings, one (1) awning sign per business shall be allowed.
4. Location. An awning sign shall only be placed on an on-site awning and shall not extend past the awning on any side.

B. Canopy signs.

1. Type. Canopy signs shall be planar in type.
2. Size. Canopy signs shall count toward the allowable sign face area for wall signs. The sign face area of a canopy sign shall not exceed the area of the face of the canopy where the sign is to be placed.
3. Quantity. One (1) sign containing the name and/or logo of the business, or primary service offered such as "fuel," per side per canopy is allowed. For multi-tenant buildings with multiple canopies, one (1) canopy sign per business shall be allowed.
4. Location. A canopy sign shall only be placed on an on-site canopy and shall not extend past the canopy on any side.

C. Changeable copy signs.

1. Type. Changeable copy signs shall be planar in type.
2. Size. Changeable copy sign face area shall not exceed thirty-two (32) square feet and shall count toward the allowable sign face area for wall signs or the allowable sign face area for freestanding signs.
3. Quantity. No more than one (1) internally illuminated changeable copy sign is allowed per business, not including menu boards for restaurants.

D. Freestanding signs.

1. Type.

- a. Freestanding signs on properties abutting a U.S. highway, West Service Road, or 8th Avenue shall only be of the following types:

Monument signs.
Pylon signs.
Post and panel signs.
Pole signs.

- b. Freestanding signs on all other properties shall only be of the following types:

Monument signs
Pylon signs
Post and panel signs
Signs mounted on at least 2 poles less than 2 in height as measured from the surrounding grade to the bottom of the sign

- c. Freestanding signs may be planar or nonplanar in type.

2. Size.

- a. The maximum area of any sign face shall be one hundred twenty-five (125) square feet, unless otherwise stated herein.
- b. Where single-family and two-family dwellings are the principal use, signs shall not exceed six (6) feet in height and thirty-two (32) square feet in sign face area. Where multifamily dwellings are the principal use, signs shall not exceed eight (8) feet in height and sixty-four (64) square feet in sign face area.
- c. The total sign face area of all freestanding signage for nonresidential property shall be a factor of the functional classification of the primary street frontage, as determined in the Evans Transportation Plan, and the primary street frontage, not to exceed the following:

Primary street frontage classification	Maximum sign face area (sq. ft.)
Local street	100% of primary street frontage (150 sq. ft. maximum)

Collector street	115% of primary street frontage (300 square feet maximum)
Arterial street	125% of primary street frontage (450 sq. ft. maximum)
U.S. highway or highway frontage road	150% of primary street frontage (600 sq. ft. maximum)

d. Regardless of lot frontage, properties on local streets shall be allowed at least thirty-two square feet of freestanding sign face area; properties on collector streets shall be allowed at least fifty (50) square feet of freestanding sign face area; and properties on arterial streets and U.S. highways shall be allowed at least sixty-four (64) square feet of freestanding sign face area. For properties that adjoin two (2) streets with different classifications, the higher classification shall be used.

3. Height.

a. The maximum height of any freestanding sign on nonresidential property abutting a U.S. highway, West Service Road, or 8th Avenue shall be twenty-five (25) feet, except that for a sign set back at least thirty-five (35) feet from the right-of-way, the maximum height shall be thirty-five (35) feet.

b. The maximum height of any freestanding sign on nonresidential property not abutting a U.S. highway, West Service Road, or 8th Avenue shall be twelve (12) feet, except that for a sign set back at least sixteen (16) feet from the right-of-way, the maximum height shall be sixteen (16) feet.

4. Quantity. The maximum number of freestanding signs per lot is one (1) per street frontage. The maximum number of individual sign cabinets per freestanding sign is three (3).

5. Setback. The minimum setback for a freestanding sign shall be ten (10) feet from the nearest flowline of any street, or greater if necessary for the sign to be located on-site.

6. Separation. Freestanding signs shall be located at least fifty (50) feet from other freestanding signs on adjoining lots and at least two hundred fifty (250) feet from other freestanding signs on the same lot. The intent of this provision is to reduce cluttering and increase visibility of freestanding signs along roadways, not to prevent any business from erecting a freestanding sign. Where it is not possible or practical to maintain the above separation, a freestanding sign shall be located the maximum distance possible or practical from other freestanding signs, as approved by the Director of Public Works/Planning.

E. Freestanding multi-tenant and subdivision signs.

1. Comprehensive sign program required. A comprehensive sign program is required for any multi-tenant building permit application and any final plat application received after the adoption of this Chapter. Such comprehensive sign program shall be reviewed and approved by the Planning Commission. The decision of the Planning Commission may be appealed by the applicant to the City Council.
2. Criteria for comprehensive sign program approval. The following factors shall be considered for a proposed comprehensive sign program for multi-tenant centers:

Classification and speed limit of adjoining roads.
Proximity of residential property.
Location of proposed signs and proximity of signs to sidewalks, roads and driveways.
Potential number of tenants in the center.
Integration with building architecture and/or character of subdivision.
Classification and speed limit of adjoining roads.
Proximity of residential property.
Location of proposed signs and proximity of signs to sidewalks, roads and driveways.
Potential number of tenants in the center.
Integration with building architecture and/or character of subdivision.
Classification and speed limit of adjoining roads.
Proximity of residential property.

3. Type. Freestanding multi-tenant and subdivision signs shall be monument or pylon in type. \
4. Quantity. The maximum number of multi-tenant or subdivision signs is one (1) per vehicular entrance onto the site.
5. Existing multi-tenant buildings/centers.
 - a. For existing multi-tenant buildings and centers with no freestanding sign, a multi-tenant sign is required in lieu of multiple freestanding signs, and shall be reviewed in accordance with this Section.
 - b. For existing multi-tenant buildings and centers with multiple freestanding signs, but no multi-tenant sign, any new freestanding sign permit application shall be considered by the Planning Commission on a case-by-case basis and may be denied if a replacement multi-tenant sign is deemed to be a feasible alternative.

6. Existing subdivisions. For subdivisions existing at the time of the adoption of this Chapter and not having subdivision signage, a comprehensive sign program shall be required in accordance with this Section prior to constructing any new signage.
 7. Multi-tenant and subdivision signs shall comply with the freestanding sign provisions contained herein regarding size, height, setback and separation requirements, unless otherwise approved by the Planning Commission as part of a comprehensive sign program.
 8. Subdivision signs shall be located on outlots owned by a homeowners association, if one exists, or the developer, if a Homeowners Association does not exist, and maintenance of any such sign shall be the responsibility of such Homeowners Association or developer.
- F. Nonresidential signs in a residential zone.
1. Type. Nonresidential signs in residential zones shall be planar in type, except that individual letters may project from the background of a sign up to twenty-four (24) inches. Nonresidential signs in residential zones shall not be internally illuminated.
 2. Size. Each sign shall not exceed twelve (12) square feet per sign face or six (6) feet in height for freestanding signs.
 3. Quantity. No more than one (1) wall sign per street frontage, plus one (1) freestanding sign shall be allowed.
 4. Location. Nonresidential signs in residential zones shall meet the other applicable requirements for the type of signs utilized; for example, freestanding sign setbacks and separation.
- G. Planned unit development signs
1. Signs in planned unit development (PUD) zoning districts shall require a comprehensive sign program as part of the approved PUD plan.
 2. Changes to the comprehensive sign program shall not require an amendment to the PUD plan, but shall be reviewed by the Director of Public Works and Planning on a case-by-case basis to determine appropriateness of the requested signage for the underlying land use and compatibility with surrounding land uses. The Director of Public Works and Planning shall decide whether to approve, deny or refer the requested change to the Planning Commission and City Council.
- H. Projecting signs.
1. Type. Projecting signs shall be planar in type.

2. Size. Projecting sign face area shall not exceed sixteen (16) square feet per sign face and shall not project more than five (5) feet from a wall.
3. Quantity. No business or other establishment shall be allowed more than one (1) projecting sign.
4. Location. Projecting signs shall be located in accordance with all provisions of this Chapter.

I. Suspended signs.

1. Type. Suspended signs shall be planar in type.
2. Size. Suspended sign face area shall be calculated as part of the allowable wall sign face area.
3. Quantity. One (1) suspended sign is allowed per business.
4. Location. Suspended signs shall be permanently and securely affixed under a canopy, roofline or similar permanent structure. The clearance shall not be less than eight (8) feet above grade. No portion of the sign shall extend beyond any canopy, roofline or similar structure supporting the suspended sign.

J. Wall signs.

1. Type. Wall signs shall be planar in type, except that individual letters may project up to twenty-four (24) inches from the background of a sign. Channel-letter signs are encouraged to be used rather than cabinet signs.
2. Size. The sign face area for each sign shall not exceed two hundred (200) square feet. The total maximum allowable sign face area for each business shall be a factor of the primary building frontage and the functional classification of the primary street frontage, as determined in the Evans Transportation Plan, not exceed the following:

Primary street frontage classification	Maximum sign face area (sq. ft.)
Local street	75% of primary building frontage
Collector street	100% of primary building frontage
Arterial street	125% of primary building frontage
U.S. highway or highway frontage road	150% of primary building frontage

For example, a business in a multi-tenant center that leases forty (40) feet of primary building frontage in a building located next to an arterial street is allowed fifty (50) square feet of wall sign face area (forty [40] feet times 1.25). Painted wall signs that do not contain the logo, trademark or name of the business and are not meant to advertise a product or service, but are

rather decorative or artistic in nature, do not have a size limitation, as determined by the Director of Public Works/Planning.

3. Quantity. One (1) primary wall sign and up to three (3) accessory wall signs per business per wall shall be allowed as long as the area of all sign faces does not exceed the maximum allowable sign face area.
4. Location. Wall signs shall be located upon the façade of the units owned or leased by the subject business and shall not be located on accessory structures.
5. Lighting. Wall signs facing residential property within one hundred (100) feet of the sign shall not be internally illuminated between the hours of 10:00 p.m. and 6:00 a.m.

18..*** - Signs allowed without a permit.**

The following sign types listed in this Section shall not require a permit. Such signs shall comply with the provisions set forth for each sign type.

A. Address signs.

1. Type. Address signs shall be planar in type.
2. Size. The maximum sign face area of any single address sign shall be two (2) square feet in residentially zoned areas and six (6) square feet for nonresidential areas.
3. Quantity. No more than two (2) address signs shall be permitted per dwelling unit or place of business per street frontage.
4. Location. Address signs shall be affixed to a permanent structure visible from the right-of-way.

B. Bus stop signs. Bus stop signs shall comply with the requirements of Greeley Transit Services.

C. Commemorative signs.

1. Type. Commemorative signs shall be planar in type.
2. Size. The maximum sign face area of any single commemorative sign shall be nine (9) square feet.
3. Quantity. The maximum number of commemorative signs allowed per lot shall be one (1) per street frontage.
4. Location. Commemorative signs shall be affixed to a permanent structure.

- D. Community facility signs. Each community facility sign shall be compatible in size, materials, etc., for the area in which it is located, as determined by the Director of Public Works/Planning.
- E. Directional signs.
1. Type. Directional signs shall be planar in type.
 2. Size. Directional signs shall not exceed three (3) square feet per sign face.
 3. Quantity. One (1) per type of directional movement is allowed, for example, one (1) "entrance" sign per driveway; one (1) directional "restroom" sign; one (1) directional "loading area" sign.
 4. Location. Directional signs shall be on the subject property and not in the right-of-way or in any sight distance triangle.
 5. Contents. Directional signs may contain a logo or the name of the on-site business or multi-tenant center, provided not more than twenty-five percent (25%) of the sign face area is used for such logo or lettering.
- F. Flags. United States flags should be displayed in accordance with federal law.
1. Type. Flags shall be planar in type.
 2. Size. Each flag shall not exceed one hundred (100) square feet in sign face area, with the exception of the United States flag, which shall have no size limitation.
 3. Quantity. No more than two (2) flags are allowed in addition to the United States flag.
 4. Location. Flags shall be located on-site, attached to a pole meant for the use of supporting a flag and of adequate structure to support such flag.
- G. Kiosk/plaza signs.
1. Type. Kiosk/plaza signs shall be planar in type.
 2. Size. Kiosk or plaza signs shall not exceed twelve (12) feet in height and sixty (60) square feet in sign face area per side.
 3. Location. Kiosk/plaza signs shall not be located closer than five hundred (500) feet apart and shall not be located in any sight distance triangle.
- H. Mobile home park directory posters as required by Chapter 18.30 of this Code.

I. Prohibited activities signs.

1. Type. Prohibited activities signs shall be planar in type.
2. Size. Any single prohibited activities sign shall not exceed four (4) square feet per sign face.
3. Quantity. Any prohibited activities sign shall not be placed closer than twenty (20) feet from another prohibited activities sign.
4. Location. Prohibited activities signs are permitted on a permanent structure or on-site fence, provided the sign is not in the right-of-way or in a sight distance triangle.

J. Public signs.

K. Religious or ideological signs.

1. Size. Such signs shall not exceed six (6) square feet per sign face.
2. Location. No religious or ideological sign shall be located in any right-of-way or sight distance triangle.

L. Window signs.

1. Type. Window signs may be planar or nonplanar.
2. Size. The sign face area, except home occupation signs, shall not occupy more than fifty percent (50%) of the area of the window between three and six (6) feet above the surrounding grade. Additionally, total sign face area shall not occupy more than twenty-five percent (25%) of the area of all windows combined.
3. Quantity. There is no limit on the quantity of individual window signs.
4. Location. Window signs shall be placed inside or to within two (2) feet inside an exterior window.

18.18.08.090- Regulations applying to all temporary signs.

The following provisions shall apply to all temporary signs.

- A. Temporary signs shall be securely affixed and properly maintained at all times.
- B. Temporary signs other than garage/yard sale signs shall be constructed of durable materials.

- C. Unless otherwise stated herein, and with the exception of temporary window signs, no more than one (1) temporary sign shall be displayed at any given time for each business.
- D. In the event a temporary sign type is erected that cannot be easily classified as a certain sign type according to the definitions contained herein, the Director of Public Works/Planning shall determine the classification that best represents the sign type.

18.08.100 - Temporary signs requiring a permit.

The following temporary signs shall require prior approval of a permit by the City and shall comply with the provisions set forth for each type.

A. Community event sign.

- 1. Type. Community event signs shall be planar in type.
- 2. Size. Each community event sign shall be no more than twenty (20) square feet per sign face side.
- 3. Quantity. Up to three (3) community event signs are allowed on a property at any given time, with up to four (4) events per calendar year per business.
- 4. Location. Community event signs shall not be located in any sight distance triangle. Community event signs may be allowed off-site and/or within a right-of-way, with prior written approval from the subject property owner where the sign will be placed, if applicable, and the City.
- 5. Duration. Community event signs shall not be erected more than thirty (30) days prior to the subject event and shall be removed within seven (7) days following the subject event.

B. Display items.

- 1. Type. Display items may be planar or nonplanar.
- 2. Size. The linear frontage of the display item shall not exceed ten percent (10%) of the primary street frontage. In the case of a multi-tenant building or center, the linear frontage of all display items for all businesses shall not exceed twenty percent (20%) of the primary street frontage, with each business having its proportionate share of linear display item frontage based on each business's primary building frontage.
- 3. Quantity. One (1) on-site display item, as defined herein, per business is allowed.

4. Location. No display item shall be located in any right-of-way or in any sight distance triangle or within required landscape areas. Typically, display items are placed in parking areas unless a display area is provided.
5. Duration. Display items shall not be displayed in areas not intended for their long term-storage, such as parking areas, except during hours the subject business is open.

C. Grand opening event signs.

1. Type. Grand opening event signs shall be planar in type, with the exception of pennants which are linear in type.
2. Size. The maximum size of the sign shall be twenty (20) square feet per sign face. The maximum length of all pennants shall be three hundred (300) feet.
3. Quantity. One (1) sign and up to three (3) strings of pennants per grand opening is allowed.
4. Location. The sign and pennants shall be located on-site. The sign shall be attached to a permanent structure; the pennants shall be attached to a permanent structure or fence.
5. Duration. The sign and pennants shall not be displayed for more than a total of forty-five (45) consecutive days.

D. Inflatable signs.

1. Size. The total area of an inflatable sign, as measured in accordance with this chapter, shall not exceed three hundred (300) square feet, thirty (30) feet in height or ten (10) feet in width. For a group of balloons or similar grouped items, the height and width of all items together shall constitute the area. The maximum length of a tether or line shall be fifty (50) linear feet. Inflatable signs shall be securely tethered.
2. Quantity. One (1) per business is allowed. A group of balloons shall count as one (1) inflatable sign.
3. Location. Inflatable signs are not permitted in any R (residential) or RC (residential-commercial) zoning districts, except in accordance with this Chapter. In no case shall an inflatable sign be permitted in any right-of-way or sight distance triangle or within required landscape areas.
4. Duration. No business shall display inflatable signs more than thirty (30) days per calendar year.

E. Portable signs.

1. Type. Portable signs shall be planar in type.
2. Size. The maximum size of each portable sign shall not exceed six (6) square feet per sign face and the maximum height shall not exceed three (3) feet.
3. Location. Portable signs shall only be placed on private parking areas and not within any sight distance triangle.
4. Duration. No business shall display portable signs more than thirty (30) days per calendar year.

18.08.110 - Temporary signs allowed without a permit.

The following temporary sign types listed in this Subsection shall not require prior approval of a permit by the City. Such signs shall comply with the provisions set forth for each sign type.

A. Banner signs.

1. Type. Banner signs shall be planar in type.
2. Size. The maximum size of banner signs shall be thirty-two square feet per sign face. Banner signs shall count toward a business's allowable wall sign area.
3. Location. Banner signs shall be located on-site. The entire banner shall be securely attached to the primary building, but not on the roof of any building.
4. Duration. No business shall display banner signs more than thirty (30) days within any three-month period.

B. Coming soon signs.

1. Type. Coming soon signs shall be planar in type.
2. Size. The maximum size of coming soon signs shall be twenty (20) square feet per sign face.
3. Quantity. One (1) sign per building or tenant, as applicable.
4. Location. Coming soon signs shall be located on the future site of the business, not located in the right-of-way or in any sight distance triangle.
5. Duration. Coming soon signs shall be removed within seven (7) days of the subject business's opening. In no event shall a coming soon sign remain on a property for more than six (6) consecutive months.

C. Contractor signs.

1. Type. Contractor signs shall be planar in type.
2. Size. The maximum size of any single contractor sign shall be twenty (20) square feet per sign face for nonresidential property and nine (9) square feet per face for residential property, unless additional signage is required by federal or state law.
3. Quantity. No more than one (1) per entrance into a residential subdivision, or one (1) per driveway for multifamily and nonresidential development, or one (1) per lot, is allowed.
4. Location. All contractor signs must be located on the site where the contractor is performing the work and not in the right-of-way or in any sight distance triangle.
5. Duration. Contractor signs shall be removed within seven (7) days of completion of the contractor's work at the subject property or subdivision.

D. Election signs.

1. Type. Election signs shall be planar in type.
2. Size. The maximum size of any single election sign shall be thirty-two (32) square feet per sign face in any nonresidential zoning district, or nine (9) square feet per sign face in any residential or residential-commercial zoning district.
3. Location. Election signs shall only be placed on private property and with the prior consent of the property owner and shall not be located in the public right-of-way or in any sight distance triangle.
4. Duration. Election signs shall be removed within seven (7) days following the election to which they pertain.

E. Garage/yard sale signs.

1. Type. Garage sale/yard sale signs shall be planar in type, with the exception of balloons and pennants. Balloons and/or pennants are permitted on-site in addition to the garage/yard sale sign, provided the balloons and/or pennants are removed within one (1) day following the last day of the sale.
2. Size. Each sign shall not exceed eight (8) square feet per sign face. Directional signs shall not exceed three (3) square feet per sign face. The length of each tether for each balloon shall not exceed twenty (20) feet in length. The combined length of all pennants shall not exceed one hundred (100) linear feet.

3. Quantity. One (1) per property where the sale is to be held, plus two (2) off-site directional signs.
 4. Location. Garage/yard sale signs shall be located in accordance with Section 5.16.060 of this Code. Balloons and/or pennants must be securely affixed to a permanent structure or fence.
 5. Duration. Garage sale signs shall not be displayed earlier than seven (7) days prior to the sale or later than one (1) day following the sale.
- F. Holiday decorations. Holiday decorations shall not be located in the public right-of-way (except for City-installed decorations) or in any sight distance triangle.
- G. Open house signs.
1. Type. Open house signs shall be planar or sandwich board in type, with the exception of balloons and pennants. Balloons and/or pennants are permitted on-site in addition to the open house sign, provided the balloons and/or pennants are removed daily when the unit is not open for public showing.
 2. Size. Each sign shall not exceed eight (8) square feet per sign face, with a maximum of two (2) sign faces. Directional signs shall not exceed three (3) square feet per sign face. The length of each tether for each balloon shall not exceed twenty (20) feet in length. The combined length of all pennants shall not exceed one hundred (100) linear feet.
 3. Quantity. Each open house shall be allowed only one (1) open house sign on the subject property, plus two (2) off-site directional signs.
 4. Location. Open house signs shall be located on the subject property. Two (2) additional, freestanding directional signs may be located off-site on private property with the property owner's consent as long as no more than two (2) such signs are on any one (1) property. Open house signs shall not be located on public right-of-way or within sight distance triangles. Balloons and/or pennants must be securely affixed to a permanent structure or fence.
 5. Duration. Open house signs shall only be displayed during the time the subject property is open to the public.
- H. Real estate signs.
1. Type. Real estate signs shall be planar in type and nonilluminated. Inflatable signs and pennants are not allowed.
 2. Size.

- a. For single-family and two-family residentially zoned properties, or properties located within a residential-commercial zoning district, each sign face shall not exceed eight (8) square feet and six (6) feet in height.
 - b. The foregoing notwithstanding, each subdivision containing single-family and/or two-family residentially zoned properties shall be allowed one (1) freestanding sign not to exceed thirty-two (32) square feet per sign face and eight (8) feet in height per arterial or collector roadway that abuts the subdivision for the purpose of advertising multiple lots or homes within the subdivision. Such signs shall be removed upon issuance of the last certificate of occupancy for the subdivision or upon the sale of the last unit for condominiums.
 - c. For property zoned multifamily, commercial or industrial, each sign shall not exceed thirty-two (32) square feet per sign face and eight (8) feet in height.
- 3. Quantity. A maximum of one (1) real estate sign per street frontage is allowed per property or building.
 - 4. Location. A real estate sign may be placed on the offered building or unit, on an on-site fence facing the right-of-way, or may be an on-site freestanding sign. Real estate signs shall not be located on public right-of-way or within sight distance triangles.
 - 5. Duration. A real estate sign may be displayed for the time the subject property is offered for sale or for lease and for seven (7) days following such sale or lease. In the event more than one (1) unit is for lease or for sale, a real estate sign may continue to be displayed as long as it is properly maintained.
- I. Special signs.
 - 1. Type. Special signs shall be planar in type.
 - 2. Size. The maximum size of special signs shall be twenty (20) square feet per sign face.
 - 3. Quantity. No business shall display more than one (1) special sign at any given time.
 - 4. Location. The sign shall be located on-site and attached to a permanent structure, not located in the right-of-way or in any sight distance triangle.
 - 5. Duration. No business shall display special signs more than thirty (30) days within any three-month period.

18.08.120 - Design and construction.

The design and construction of signs in all zoning districts are subject to the following requirements:

A. Design.

1. Signs and sign structures shall be designed and constructed to resist wind and seismic forces as specified in this Section. Bracing systems shall be designed and constructed to transfer lateral forces to the foundations. For signs supported on buildings, the dead and lateral loads shall be transmitted to the ground in a manner so as to avoid over stressing the elements of the structural frame. The overturning moment produced by lateral forces shall not exceed two thirds ($\frac{2}{3}$) of the dead-load resisting moment. Uplift due to overturning shall be resisted by proper anchorage to the ground or to the structural frame of the building. The weight of earth superimposed over footings may be used in determining the dead-load resisting moment. Such earth shall be carefully placed and thoroughly compacted.
2. Wind loads. Signs and sign structures shall be designed and constructed to resist wind forces as specified in Chapter 16 of the building code.
3. Seismic loads. Signs and sign structures shall be designed and constructed to resist seismic forces as specified in Chapter 16 of the building code.
4. Combined loads. Wind and seismic loads need not be combined in the design of signs or sign structures; only the loading producing the larger stress need be used. Vertical design loads, except roof live loads, shall be assumed to be acting simultaneously with wind or seismic loads.
5. Allowable stresses. The design of wood, concrete, steel or aluminum members shall conform to the requirements of Chapters 19, 20, 21 and 22 of the building code. Loads, both vertical and horizontal, exerted on the soil shall not produce stresses exceeding those specified in Chapter 18 of the building code. The working stresses of wire rope and its fastenings shall not exceed twenty-five percent (25%) of the ultimate strength of the rope or fasteners. Working stresses for wind or seismic loads combined with dead loads may be increased as specified in Chapters 16 and 18 of the Building Code.

B. Construction.

1. General. Supports for signs or sign structures shall be placed in or upon private property and shall be securely built, constructed and erected in conformance with the requirements of this Code.
2. Materials. Materials utilized for signs and sign structures shall be of the quality and grade as specified for buildings in the building code. In signs and sign structures the materials and details of construction shall, in the absence of specified requirements, conform with the following:
 - a. Secondary members in contact with or directly supporting the display surface may be formed of light gauge steel, provided such members are designed in accordance with the specifications of the design of cold-formed steel as specified in the International Building

Code and, in addition, shall be galvanized. Secondary members, when formed integrally with the display surface, shall be not less than 0.024 inch thick. When not formed integrally with the display surface, the minimum thickness of hot rolled steel members furnishing structural support for signs shall be one-quarter ($\frac{1}{4}$) inch, except that, if galvanized, such members shall be not less than one-eighth ($\frac{1}{8}$) inch thick. Steel pipes shall conform to the International Building Code. Steel members may be connected with not less than one (1) galvanized bolt, provided the connection is adequate to transfer the load to supporting members.

- b. Anchors and supports of wood embedded in the soil, or within six (6) inches of the soil, shall be all heartwood of a durable species or shall be pressure treated with an approved preservative. Such members shall be marked or branded by an approved agency.
3. Restrictions on combustible materials. Freestanding or ground signs may be constructed of any material meeting the requirements of this Code. All other signs shall be constructed of noncombustible materials, except that nonelectric wall signs may be constructed of unprotected combustible materials on walls permitted to be of unprotected combustible construction. Combustible materials other than approved plastics shall not be used in the construction of electric signs.
4. Nonstructural trim. Nonstructural trim and portable display surfaces may be of wood, metal, approved plastics or a combination thereof.
5. Anchorage. Members supporting unbraced signs shall be so proportioned that the bearing loads imposed on the soil in either the horizontal or vertical directions, shall not exceed the safe values. Braced ground signs shall be anchored to resist specified wind or seismic load acting in any direction. Anchors and supports shall be designed for safe bearing loads on the soil and for an effective resistance to pullout amounting to a force twenty-five percent (25%) greater than the required resistance to overturning. Anchors and supports shall penetrate to a depth below ground greater than that of the frost line. Portable ground signs supported by frames or posts rigidly attached to the base shall be proportioned so that the weight and size of the base will be adequate to resist the wind loads specified in this Chapter. Signs attached to masonry, concrete or steel shall be safely and securely fastened by means of metal anchors, bolts or approved expansion screws of sufficient size and anchorage to safely support the loads applied. Wooden blocks or plugs or anchors with wood used in connection with screws or nails shall not be considered to provide anchorage, except for signs attached to wood framing. The anchorage or support of a sign shall not be connected to, or supported by, an unbraced parapet wall, unless the wall is designed in accordance with the requirements for parapet walls specified for seismic zones in the building code.
6. Display surfaces. Display surfaces of signs may be made of metal, glass or approved plastics. Glass thickness and area limitations shall be as set forth in the following table:

Size, Thickness and Type of Glass Panels In Signs

Maximum size of exposed glass panel		Minimum thickness of glass (in inches)	Type of glass
Any dimension (in inches)	Area (in square inches)		
30	500	1/8	Plain, plate or wired
45	700	3/16	plain, plate or wired
144	3,600	1/8	glass
Over 144	Over 3,600	1/4	

Sections of approved plastics on wall signs shall not exceed one hundred twenty-five (125) square feet in area.

Sections of approved plastics on wall signs shall be separated three (3) feet laterally and six (6) feet vertically by required exterior wall construction.

EXCEPTION: Sections of approved plastics on signs other than wall signs may not be required to be separated if approved by the Building Official.

7. Approved plastics. Substantiating data shall be submitted to the Building Official to justify the proposed use of plastic materials. If it is determined that the evidence submitted is satisfactory for the use intended, the use may be approved.

C. Projection clearance.

1. General. Signs shall conform to the clearance and projection requirements of this Section.
2. Clearance from high voltage power lines. Signs shall be located not less than six (6) feet horizontally or twelve (12) feet vertically from overhead electrical conductors which are energized in excess of seven hundred fifty (750) volts. The term "overhead conductors" as used in this Section means an electrical conductor, either bare or insulated, installed above the ground, except when conductors are enclosed in iron pipe or other approved material covering of equal strength.
3. Clearance from fire escapes, exits or standpipes. Signs or sign structures shall not be erected in such a manner that a portion of their surface or supports will interfere with the free use of any fire escape, exit or standpipe.
4. Obstruction of openings. Signs shall not obstruct openings to the extent that light or ventilation is reduced to a point below that required by the International Building Code. Signs erected

within five (5) feet of an exterior wall in which there are openings within the area of the sign shall be constructed of noncombustible material or approved plastics.

5. Projection over public rights-of-way and alleys. Signs or sign structures shall not project into public rights-of-way or alleys.
6. Clearance from streets. Signs shall not project within two (2) feet of the curb line.
7. Clearance above driveways, parking lots and pedestrian ways.
 - a. Signs shall not project over driveways, parking lots or similar areas of vehicular travel below a height of fourteen (14) feet above grade.
 - b. Signs shall not project over pedestrian ways below a height of eight (8) feet above grade.

D. Electric signs.

1. General. Electric signs shall be constructed of noncombustible material, except as provided in this Section.
 - a. The enclosed shell of electric signs shall be watertight, except that service holes fitted with covers shall provide access into each compartment of the sign.
 - b. Installation. Electrical signs and equipment used in connection with such signs shall be installed in accordance with local ordinances regulating electrical installations and the electrical components used shall bear the label of an approved agency.
 - c. Erector's name. Electric signs shall have the name of the sign erector and date of erection included on the surface of the sign. The name and date shall be of sufficient size and contrast to be readable from a reasonable distance.

18.08.130 - Variances.

A variance to sign height, setback, sign area or location on a lot or building of permitted signs may be requested in accordance with **Chapter 19.58** of this Title.

18.08.140- Maintenance.

All signs shall be maintained in good structural and visually attractive condition at all times and kept neatly painted, including all structural supports and metal trim. Components of signs which are made of rust resistive materials need not be painted; however, such components must be maintained in good condition.

18..08.150 - Violations.

- A. Serving of notice. Notices of violation of this Chapter shall be sent by first class mail, postage prepaid, to the address of the record owner of the real estate and/or person in possession, control or ownership of the property in question, or personally served upon such individual by the City. Failure to comply with a notice of violation may result in a summons to appear in Municipal Court. If the sign in violation is located on public right-of-way, the City may remove and dispose of such sign without notice.
- B. Penalty and removal. Every conviction of violation of any provision of this Chapter shall be punishable as provided in Chapter 1.16 of this Title. In addition, the Court may order the defendant to remove any sign found to be in violation of any part of this Chapter, and if the defendant fails to do so, the City may remove such sign and send notice to the defendant to pay the City's cost of removal. Should payment not be made within thirty (30) days of such notice, the City may assess the amount of the cost of removal, plus ten (10) percent to defray the cost of collection as provided by state law, to the property on which the sign is located and file a lien against the property; such lien to have priority over all liens except general taxes and prior special assessments and to be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The City may file such lien at any time after said thirty (30) days. It shall be unlawful for any person to interfere with, hinder or refuse to allow such person or persons to enter upon private property for the purpose of removing a sign under provisions of this Chapter.
- C. Enforcement authority. The administrative authority is authorized and directed to administer and enforce all of the provisions of this Chapter.
- D. Right of entry on property. Upon presentation of proper credentials, the administrative authority or agents of the City may enter upon any property, vacant lots or premises in the City to perform any duty imposed by this Chapter.

18.09 Public Notices

18.09.010 Public hearing notice.

City staff shall provide notice of public hearings for the land use applications listed in accordance with the table below, and as described within this Chapter:

Type of application	Notice required			
	Certified mail	Regular mail	Published notice	Sign notice
Zoning Amendment	Required	Required	Required	Required
Variance	Required	Required	Required	Required

Special Use	Required	Required	Required	Required
Site Plans		Required		Required
Preliminary Plan		Required	Required	Required
Final Plat			Required	Required
Planned Unit Development		Required	Required	Required

The applicant shall submit estimated costs for postage and publication. City staff shall send an invoice to the applicant for any balance of the cost of postage and publication. Receipt of payment shall be a condition of approval of the application.

18.09.020 Certified mail notice.

Notice of a public hearing for a land use application for which certified mail notice is indicated as "required" in the table of [Section 19.64.010](#) of this Chapter shall be mailed via certified mail and regular, first-class, postage prepaid mail to owners of record of property abutting the property for which the public hearing is to be held. Such notice shall be mailed at least ten (10) days prior to the public hearing before the Planning Commission or Zoning Board of Appeals and at least ten (10) days prior to the public hearing before the Council.

18.09.030* Regular mail notice.

Notice of a public hearing for a land use application for which regular mail notice is indicated as "required" in the table of [Section 19.64.010](#) of this Chapter shall be mailed via regular, first-class, postage prepaid mail to owners of record of property within five hundred (500) feet of the property for which the public hearing is to be held, excluding owners of property mailed notice in accordance with the [Section 19.64.020](#) of this Chapter. Such notice shall be mailed at least ten (10) days prior to the public hearing before the Planning Commission or Zoning Board of Appeals and at least ten (10) days prior to the public hearing before the Council.

1809.040 Published notice.

Notice of the public hearing shall be published at least one (1) time in a newspaper of general circulation in the City, at least ten (10) days prior to any public hearing required in this Title.

18.09.050 Posted sign notice.

Notice of the public hearing shall be posted on the premises at least ten (10) days prior to any such hearing date. Such sign shall be a minimum size of eighteen (18) inches by twenty-four (24) inches

and composed of letters not less than one and one-half (1½) inches in height. The notice shall contain the following information:

NOTICE
PUBLIC HEARING
Land Use Proposal
(Phone Number)
(Ord. 329-05)

18.09.060 Additional or Combined Notices.

- A. Nothing in this Chapter shall prevent or preclude the City from providing notice of public hearings in addition to the requirements of this Chapter.
- B. Nothing in this Chapter shall prevent or preclude the City from providing notice of multiple public hearings in one notice.

18.10 – Appeals where a process is not otherwise designated

The process to appeal decisions made in connection with many land development applications are provided for in the sections addressing the particular type of land development application. To the extent no appeal process is specified in the sections relating to particular types of land development applications, the following process shall apply:

Appeal of a final decision by a member of staff other than the city manager shall be made to the city manager. Appeal of a final decision by the city manager shall be made to city council. Appeal of a final decision by the planning commission or board of zoning adjustment shall be made to city council. Appeal of a final decision by city council shall be limited to judicial review as provided by the Colorado Rules of Civil Procedure.

Notice of appeal must indicate all reasons for the appeal and must be filed in writing with the reviewing person or entity within ten (10) days of the date of the final decision being appealed. Appeals to the city council shall be filed with the city clerk. The person or entity whose decision is being appealed shall submit materials to the reviewing person or entity within fifteen (15) days of the notice of appeal. The reviewing person or entity may hold a formal or informal hearing if they deem it appropriate. Any appeal to city council shall require a public hearing.

The reviewing person or entity shall render a decision in writing within 30 days of receiving materials from the person or entity whose decision is being appealed or 30 days of a hearing, if one is held. The time periods provided in this section may be extended for good cause if the request to extend is made in advance of the expiration of the time period.

COUNCIL COMMUNICATION

DATE: September 20, 2016

AGENDA ITEM: 7.B

SUBJECT: Lower Latham Ditch – Amendment to Anderson Engineering Contract

PRESENTED BY: Chloe Lewis, Watershed Coordinator, Middle South Platte River Alliance

AGENDA ITEM DESCRIPTION:

The Middle South Platte River Alliance recently received notice that the amount of state funding available for planning and design projects has increased.

The existing contract with Anderson Consulting Engineers, based out of Fort Collins, provided funding with the intent to complete a 25% design. The increased funding for this project will deliver an 80% design.

The timeline was previously set to have the 25% design completed December 15th, 2016. With the additional funding and work needed to create an 80% design, the new timeline will extend to February 1st of 2017.

In summary, the amendment will move to increase the budget by \$145,000 and increase the timeline by one and a half months.

FINANCIAL SUMMARY:

The estimated total fees for Anderson Consulting Engineers to complete an 80% design for the Lower Latham Ditch is \$270,000.

\$125,000 is for the existing contract and the anticipated 25% design.

\$145,000 is project budget proposed by Anderson Consulting Engineers to compile an 80% design. An amendment to the existing contract would incorporate the additional \$145,000, with no cost requirements from the City of Evans needed.

STAFF RECOMMENDATION:

Staff recommends approval of the Grant extension, contract with Anderson Consulting Engineers, and preliminary budget revision for the amount of \$145,000.

SUGGESTED MOTIONS:

“I move to approve the Mayor’s signature on the amended contract with Anderson Consulting Engineers and the associated budget revision.”

‘I move to deny the Mayor’s signature on the amended contract with Anderson Consulting Engineers and the associated budget revision.’

ATTACHMENTS:

- **30% - 80% Design Memo from Colorado’s Department of Local Affairs (DOLA)**
- **Anderson Consulting Engineers, Project Budget – Preliminary Design**



COLORADO

Department of Local Affairs

Community Development Block Grant –
Disaster Recovery

MEMORANDUM

To: Dave Bowman, CDBG-DR Director
From: Tim Katers, AICP, CDBG-DR Resilience Planning Program Manager
Date: August 19, 2016
Re: LEVEL OF PLANNING FUNDING IN WATERSHED DESIGN PROJECTS

Introduction

The Resilience Planning program has been part of recent discussions looking at the most efficient and effective manner to help bring conceptual plans for watershed restoration to fruition. To this point in the Planning program we have funded quite a few 30% design efforts on creeks and rivers affected by the declared disasters. The 30% design level and the associated project parameters for any 30% design were developed due to an understanding in 2015 that planning funds could not be used to achieve a higher or more complete level of design. Recently though, the possibility that planning funds could be used to complete a higher level of design (approx. 80%) has been part of the discussion. This memo addresses the rationale to allow CDBG-DR Resilience Planning funds to be used for this 80% design level.

Nature of watershed design projects

Designing rivers is not like building a road or a structure and the same techniques as found in building or infrastructure construction cannot be used effectively. Rivers are as individual as people and the variables (soils, slope, flow volumes, etc.) that are found in one river will not be found exactly the same on any other. Most of the mathematical equations used to approximate design characteristics for stream hydraulics have been developed in what is called "steady state" conditions, usually in a lab. However, rivers are anything but steady state and the equations and specifications used in river design function more as a set of tools to choose from and the use of any standard design examples requires more professional judgement than that found in most other engineering disciplines. Design specifications also vary dramatically from one river to another. The uniqueness of river planning and design work is specifically why it is important to maintain design continuity with any planning and design teams whenever possible.

For river and creek planning and design work it is also inappropriate to complete what would be considered a 100% level of design work. Again, river and creek systems are unique and there are numerous design and construction decisions that must be made as contractors are literally "in the river" and implementing projects. Skilled decision-making on the part of the design team and general contractors can then combine to create a final product that is resilient.



Tasks included in work from 30% to 80% design level

There are ten general tasks that define the scope of work necessary to go from the Resilient Planning program current 30% design level to an approximate 80% design level. Those tasks include:

1. **Specifications** - Specifications are precise narrative descriptions that detail dimensions, type of materials used, qualifications and important requirements necessary to build a project to the intent of the designer. Project specifications cover all aspects of the work to be completed by any contractor, i.e. each pay item needs to have a corresponding specification. Specifications are precise narrative descriptions that detail dimensions, type of materials used, qualifications and important requirements necessary to build a project to the intent of the designer. Project specifications cover all aspects of the work to be completed by the contractor, i.e. each pay item needs to have a corresponding specification. At this time, the Emergency Watershed Protection (EWP) team is planning on using CDOT specifications as a base document and then build on that with special revisions or additions. An estimate for this work would be between 40 - 80 hours (\$6,000 - \$12,000)
2. **Permitting** - In the current 30% design plans we are asking consultants to pull together the data necessary to apply for a variety of required permits. In the 80% design package those permits should be applied for and received so that construction can begin quickly. For 80% design projects all local permits necessary to begin the work including any floodplain permits, especially if a FEMA Conditional Letter of Map Revision (CLOMR) is required, should be in place. If there is no follow-on DR implementation money, then also completing the 404 pre-construction notifications would be of significant benefit to both the project schedule and costs. This work will vary in cost, but an estimate includes:
 - a. Local permitting, including local floodplain permit: 40-120 hours (\$6,000 - \$18,000)
 - b. CLOMR (when needed): 80-200 hours (\$12,000 - \$30,000)
3. **Design**. This includes continued development of design plans as needed and some of this work will include additional design details or specific layout for structures or improvements as well as typical details for site specific projects. These details are engineered designs for specific treatments such as bank stabilization techniques or riffle/pool sequencing on a longitudinal profile, in-channel aquatic habitat features, or channel and floodplain dimensions and descriptions on how a particular technique or feature should be constructed. This work will vary significantly by project. A couple of levels below:
 - a. Moderate design updates for smaller projects (under \$500k): 80 - 160 hours (\$12,000 - \$24,000)
 - b. Significantly complex projects (over \$500k): 160 - 320 hours (\$24,000 - \$48,000)
4. **Report update**. Incorporate final changes into the design report. An estimate would be 40-80 hours (\$6,000 - \$12,000).



5. Meetings. Assume monthly stakeholder meetings/progress meetings and up to 6 “special meetings” all at about 4 hours per attendee. Assuming 2 attendees for a project, this would be 72 hours or about \$10,800.
6. Operations & Maintenance Plan. Design teams will need to develop O&M plan meeting the requirements of EWP. Estimated effort 8 - 16 hours (\$1,200 to \$2,400).
7. Construction Quality Assurance Plan. This must meet the requirements of the EWP guidelines. Estimated effort 8 - 16 hours \$1,200 to \$2,400).
8. Final Construction Cost Estimate. Updated quantities and cost estimate based on revised design. Estimated effort 8 - 16 hours (\$1,200 to \$2,400).
9. Address Review Comments. Teams will need to address review comments from CWCB and DOLA. This will require updates to both the construction plans and the design report. An estimate for this work would be 80 - 120 hours (\$12,000 - \$18,000).
10. Project Management. Lead the effort to complete the project over a period of no more than 3 months. Level of effort estimated at 8 hrs. /month = 24 hrs. (\$3,600)

Estimated Costs for Resilience Planning projects moving from 30% to 80% Design

Item	Description	Hours		Estimated Cost	
		Low	High	Low	High
1	Specifications	40	80	\$6,000	\$12,000
2a	Permitting	40	120	\$6,000	\$18,000
3	Design Updates	80	320	\$12,000	\$48,000
4	Report Updates	40	80	\$6,000	\$12,000
5	Meetings	72	72	\$10,800	\$10,800
6	O&M Plan	8	16	\$1,200	\$2,400
7	Construction Quality Assurance Plan	8	16	\$1,200	\$2,400
8	Final Construction Cost Estimate	8	16	\$1,200	\$2,400
9	Address Comments	80	120	\$12,000	\$18,000
10	Project Management	24	24	\$3,600	\$3,600
Estimated Total Hours/Cost		400	864	\$60,000	\$129,600

2b	CLOMR (if needed)	80	200	\$12,000	\$30,000
Estimated Total Hours/Cost		720	1408	\$72,000	\$159,600



Projects suitable for funding from 30% to 80% design

Up to twelve projects are candidates for this additional work in the fall of 2016. These are projects that are currently under contract by the Resilience Planning program and could move forward with amendments to the current contracts. This will keep design team continuity on each of these individual projects and be an effective and very efficient process to move projects forward in quick fashion. Listed by county, the projects and grantees could include:

1. Larimer County

- a. Jasper Lake (Big Thompson Coalition)
- b. Cedar Cove (Big Thompson Coalition)
- c. Fish Creek-Scott Ponds (Estes Valley Watershed Coalition)
- d. Stagecoach (Little Thompson Coalition)
- e. Berthoud Reach (Little Thompson Coalition)

2. Boulder County

- a. Hall Ranch-Triangle (Boulder County)
- b. Gold Run (Boulder County)
- c. Breaches (Boulder County)
- d. Ingram Gulch (Fourmile Coalition)
- e. Reach 8 (Coal Creek Watershed Coalition)
- f. Apple Valley upper reach (St. Vrain Coalition)

3. Weld County

- a. Lower Latham Diversion (City of Evans, MSPWRA)

At the mid-range of the project estimates, projects not needing a CLOMR permit could average \$94,800 additional and projects needing a CLOMR could incur another \$115,800 in expenses to move from 30% to 80%. With all twelve projects included (½ CLOMR - ½ not) it could be a total expense to the Planning program in the range of \$1,263,600. The Resilience Planning program currently has approximately \$1,500,000 remaining in all allocations.

Project timing for these efforts would need to be very quick which may preclude some of the 12 projects from moving forward. The timeframe that would have to be met in order to have these efforts ready for EWP implementation in 2017 is as follows:

- | | |
|---|---------------------------|
| 1. Award letters authorizing amendment | late August |
| 2. Contracts amended to add scope and funding | mid-September |
| 3. Work continues on project | at execution of amendment |
| 4. Draft 80% plans completed | mid-November |
| 5. Final plans completed | mid-December |

Conformance with Federal regulations

Section 570.205 (a) (4) (iv) under the *Eligible planning urban environmental design and policy-planning-management-capacity building activities - Other plans and studies such as...* states the following:



Individual project plans (but excluding engineering and design costs related to a specific activity which are eligible as part of the cost of such activity under Sections 570.201 - 570.204.

Sections 570.201 - 570.204 cover basic eligible activities, eligible rehabilitation and preservation activities, Special economic development activities, and Special activities by community-based development organizations (CBDO's) respectively and don't preclude the actions proposed in this memorandum.

The 30% design restriction for CDBG-DR projects was formally lifted on February 10, 2016 in a memo (attached) from Crystal Andrews, CDBG-DR Environmental Review and Compliance Specialist. That memo stated that a restriction on the level of design will no longer be implemented.

Conformance with Action Plan Amendment #1

An excerpt from Action Plan Amendment #1 is below with **text highlights** added for emphasis.

Resilience Planning and Capacity Building This program constitutes an expansion and renaming of the Resiliency Visioning and Strategic Planning as defined in the first action plan with an initial allocation of \$1 million. The planning program will provide communities with the opportunity to comprehensively assess impacts and needs across their entire recovery process, from economic development and housing to infrastructure hazard mitigation and resiliency needs. The **ultimate purpose of planning, however is to identify specific, targeted activities to be implemented as a part of the recovery and reconstruction process to enable communities not only build back what was lost or damaged, but build back stronger, safer and more resilient** for future disasters. Therefore, specific activities that may be funded include, but are not limited to:

- Long range comprehensive community plans that integrate hazard and resilience planning
- Strategic housing studies, site development plans and fair housing studies
- Economic development strategic plans
- Hazard identification and risk assessments
- Feasibility studies
- Stormwater master plans
- **Capital improvements plans** tied directly to disaster impacts
- Addressing flood mitigation through multi-objective parks and open space planning
- Updates to land use and building codes to mitigate risk from future disasters
- Regional resilience plans to support better prepared and communities
- Area neighborhood plans
- Community outreach and education activities specific to disaster impact
- Climate adaptation plans
- Identify and implement strategies to improve status in the FEMA community rating system
- Data analysis and mapping



The maximum award for this program is raised from \$250,000 to \$300,000. Furthermore, the approved Action Plan is amended to allow fire-impacted communities to participate in CDBG-DR planning activities. The State will give priority to proposed planning initiatives that consider sustainability and resilience principles such as green rebuilding, as well as to those that are designed to serve in particular the low-to-moderate income constituents in need of long-term disaster recovery and rebuilding assistance. The State will also give priority to funding proposals submitted by regional coalitions of stakeholders that have demonstrated the ability to support and resources from multiple partners across jurisdictions and disciplines. **Funding will also be prioritized for partnerships or single jurisdiction projects that have broad benefits and address urgent recovery needs.** Depending on local demand in both the Resilience Planning and Watershed Planning Programs, the **state anticipates diverting some or all of the Watershed Planning applications to be considered for funding in the Resilience Planning Program.**

Conformance with Program Guidelines

An excerpt from the current set of Resilience Planning Program guidelines is below with **text highlights** added for emphasis

Watershed Coalition Plans, Studies, and Analyses

These planning funds can be used for watershed coalitions to **address critical and time-sensitive recovery needs** to further develop and/or **prepare future projects for implementation**, and to develop longer-term plans that are multi-objective, seek to integrate existing plans with the Watershed Master Plan or develop integrated projects.

Examples of plans, studies and analyses may include, but not be limited to: drainage studies, geomorphic assessments, flood studies, environmental assessments, watershed assessment plans, riparian conditions assessments, aquatic/terrestrial habitat condition assessments, **river restoration reports**, watershed coalition master plans for fire-disaster declared regions, sediment transport modeling, hydraulic modeling, erosion hazard zone mapping, sewer and water system analyses, and wildlife habitat preservation plans. Studies that address areas such as **stream restoration or enhancement**, land use, economic development, **green infrastructure**, recreation and community connectivity to the river, hazard mitigation, and **infrastructure** (e.g., utilities and roads) are also eligible. Broad, regional/multi-jurisdictional planning projects and studies will be highly competitive. Planning and conceptual design projects that achieve multiple objectives and maximize community-wide benefit **by further developing prioritized watershed master plan projects** will make Watershed Resilience project implementation applications more competitive in later rounds of funding.

Typically engineering and design for a specific project is not eligible. These funds may be spent on conceptual design, **but as a general rule are to not exceed 30% of project design work.** Additionally the funds may be spent to study and analyze a recovery concept further, such as resilience scenario planning (including rough cost estimate development).



Funding Priorities

Funding will be considered for any project that meets the selection criteria. However, the following types of projects will be very competitive, as they are funding priorities for this second allocation of Resilience Planning funds:

- critical studies and plans for a resilient long-term recovery
- multi-jurisdictional/regional planning projects that incorporate resilience
- comprehensive plan and land use code updates which thoroughly integrate hazards and resilience
- planning and implementation (e.g., regulation, program, or process changes) that leads to the significant reduction of community risk to hazards

The program guidelines support the use of Resilience Planning funds with the exception of the statement highlighted in red above. In that statement however, a qualifier “as a general rule” is used. Given that a year has passed since these guidelines were finalized and a more urgent situation has developed regarding funding of watershed implementation efforts, I am of the opinion that the “general rule” provision from the program guidelines does not preclude the use of funds in the manner anticipated in this communication.

Next steps for Program

1. Concurrence among Program, CDBG-DR Director and DR staff including contract staff
2. Finalize project list for contract amendments
3. Develop award letters for amended funding
4. Finalize obligation request and encumber funds
5. Begin and manage contract amendment process

Next steps for Grantees

1. Finalize scope of work specific to each project
2. Complete cost reasonableness analysis for 30% to 80% phase
3. Complete duplication of benefits affidavit
4. Begin sole source procurement effort to retain current design teams
5. Complete contract amendment with DOLA and consultant team
6. Begin or continue environmental review
7. Manage project to December 15, 2016 deadline



SECTION VI – PROJECT BUDGET

Table 6.1 Project Budget-Feasibility Study (25% Design).

PROJECT: Latham Ditch Diversion Feasibility Study CLIENT: MSPRA and City of Evans	Anderson Consulting Engineers Project Team				
ACE PROPOSAL NO.: XCOMSPRA2016 PREPARED BY: BAA/CJP DATE: 09/06/2016	Anderson Consulting Engineers	OneFish	Wildland Consultants	AVI	Totals
Task / Description	Cost	Cost	Cost	Cost	Cost
Task 1 Assessment	\$17,000	\$500	\$500	\$2,000	\$20,000
Task 2 Alternative Development	\$27,000	\$3,000	—	—	\$30,000
Task 3 Cost-Benefit Analysis	\$6,000	\$500	—	—	\$6,500
Task 4 Project Design (25%)	\$22,000	\$1,000	—	\$2,000	\$25,000
Task 5 Opinion of Probable Cost (25%)	\$3,000	\$500	—	—	\$3,500
Task 6 Draft Monitoring Strategy	\$4,000	\$500	\$500	—	\$5,000
Task 7 Preliminary Permit Work (25%)	\$7,000	\$500	\$3,000	—	\$10,500
Task 8 Proposed Timeline	\$6,000	—	—	—	\$6,000
Task 9 Meetings and Coordination	\$16,000	\$500	—	—	\$16,500
TOTAL BUDGET	\$108,000	\$7,000	\$4,000	\$4,000	\$123,000

Table 6.2 Project Budget-Preliminary Design (80% Design).

PROJECT: Latham Ditch Diversion Design CLIENT: MSPRA and City of Evans	Anderson Consulting Engineers Project Team					
ACE PROPOSAL NO.: XCOMSPRA2016 PREPARED BY: BAA/CJP DATE: 09/06/2016	Anderson Consulting Engineers	OneFish	Wildland Consultants	CTL	AVI	Totals
Task / Description	Cost	Cost	Cost	Cost	Cost	Cost
Task 1 Specifications	\$8,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Task 2a Permitting	\$14,000		\$4,000			\$18,000
Task 2b CLOMR	\$26,000					\$26,000
Task 3 Design Updates (80%)	\$23,000	\$5,000		\$4,000	\$10,000	\$42,000
Task 4 Report Updates (80%)	\$10,600					\$10,600
Task 5 Meetings (80%)	\$8,000	\$2,800				\$10,800
Task 6 O&M Plan	\$2,000					\$2,000
Task 7 Construction Quality Assurance Plan	\$2,000					\$2,000
Task 8 Final Construction Cost Estimate	\$2,000					\$2,000
Task 9 Address Comments	\$16,000					\$16,000
Task 10 Project Management	\$3,600					\$3,600
TOTAL BUDGET	\$115,200	\$8,800	\$5,000	\$5,000	\$11,000	\$145,000

CITY COUNCIL COMMUNICATION

DATE: September 20, 2016

AGENDA ITEM: 7.C

SUBJECT: 49th Street, Brantner Road, Industrial Parkway Flood Repair Bid Results

PRESENTED BY: Gary Wilson, Project Manager

PROJECT DESCRIPTION

This report presents the bid results for reconstruction of flood damaged sections of 49th Street, Brantner Road and Industrial Parkway to Naranjo Civil Constructors. Since this item was presented to Council on September 6, 2016, FEMA approved the PW 302 scope change. This report addresses the financial impact based on the approved scope change and all funding sources for the project.

Five bids were received, Naranjo Civil Constructors was the lowest bid and their proposal included all required information. The City followed FEMA's procurement requirements and the proposed contract includes all FEMA requirements. Below are the bid results:

49th Street, Brantner Road, Industrial Parkway Bid Results		
Company	Bid Price	Submittal Package*
Naranjo Civil Constructors	\$589,000.00	Complete
Mountain Constructors, Inc.	\$619,854.00	Complete
Duran Excavating, Inc.	\$620,926.10	Complete
J-2 Contracting Company	\$672,220.00	Complete
Colt and Steel Corporation	\$692,301.28	Complete

*Non-Collusion Statement, receipt of addendums, bid bond and power of attorney

Background & FEMA PW 302

Temporary repairs were made to 49th Street, Brantner Road, and Industrial Parkway after the 2013 flood. The City was preparing to make permanent repairs, when flooding in May 2015 washed the temporary repairs out and caused additional damage. It was determined that an engineered design was needed to protect against on-going flood damage.

In November 2015, the City retained RockSol Engineers to prepare a flood resilient design. Several alternatives were evaluated and a hydraulic analysis was prepared to determine the effect of alternatives on flood conditions. The recommended approach was to reconstruct the damaged area with concrete and install embankment reinforcement as flood mitigation measures. This approach will harden the road against future flood damage and did not negatively affect flood conditions.

In December 2015 a change of scope was submitted to FEMA for PW 302. Since this item was presented to Council on September 6, 2016, the scope change has been approved, including the mitigation scope of improvements as proposed by the City.

A DOLA EIAF grant was awarded for this project in early 2016 to fund the City's 12.5% share of the 2013 damage (\$58,304) and the cost of flood damage from the May 2015 flood (\$86,280). EIAF funds must be spent by May 31, 2017. The DOLA grant did not cover any engineering expenses because the City had entered into the contract with RockSol before the grant application and such expenses are not eligible under DOLA grants.

PROJECT SCOPE

The scope of work includes repaving the full extent of the area damaged by the flood with concrete. A turf reinforcement mat will be installed on the river side of the road embankment to protect against undercutting, a primary cause of flood damage. The mat is a synthetic grid material filled with earth and seeded. A sketch of the project extent is attached. The total project cost is:

Engineering (up to):	\$168,407
Construction:	<u>\$589,000</u>
	\$757,407

FINANCIAL SUMMARY:

Below is a summary of funding sources and the financial cost to the City for the project.

FEMA Funding: The Naranjo bid was higher than the cost estimate used in the PW 302 scope change by approximately \$100,000. The City is reimbursed by FEMA based on actual cost, as long as "cost reasonableness" is shown. In this case, the City received five bids, all in a similar price range, so the bid results should be sufficient to justify reimbursement based on actual costs.

FEMA Flood Mitigation Costs: The exception to the reimbursement rule above is the cost of the flood mitigation, which was set at \$200,658 in the PW. Mitigation costs in the Naranjo bid were \$220,040. FEMA will initially only reimburse the City for mitigation costs as stated in the PW, and the City would pay for the mitigation "overrun" of \$21,382. When a final version of the PW is done at closeout, the balance of the mitigation cost (\$21,382) may be reimbursed using actual bid prices to justify a higher mitigation cost. However, FEMA could also rule that the entire mitigation cost is not cost effective and the City would pay for the entire mitigation costs of \$220,040.

DOLA Funding: The bid price is higher than the estimates used in the DOLA grant application. DOLA will reimburse the City for most of the City's 12.5 percent share of construction costs and the cost of the 2015 damage. Based on the bid price, the City would have an expense of approximately \$4,500 from its 12.5% share of the construction cost not reimbursed by DOLA.

Engineering Cost: The City will not be reimbursed for the engineering cost of the 2015 damage (15 percent of the total or \$25,261), and the City's 12.5 percent share of the engineering for the 2013 damage. The City's 12.5% share of the engineering for the 2013 damage is \$17,893 and the total City engineering cost would be \$43,154.

Total City Cost: The cost to the City will depend on what FEMA agrees to reimburse. The City cost could range from \$47,654, if FEMA reimburses for all of the mitigation costs at closeout to \$267,694, if FEMA rules the mitigation cost is not "cost effective" and the City must pay for all of the mitigation cost.

STAFF RECOMMENDATION:

Staff recommends that Council evaluate the results of the bidding and potential costs and make a decision whether to award the contract to Naranjo Civil Constructors.

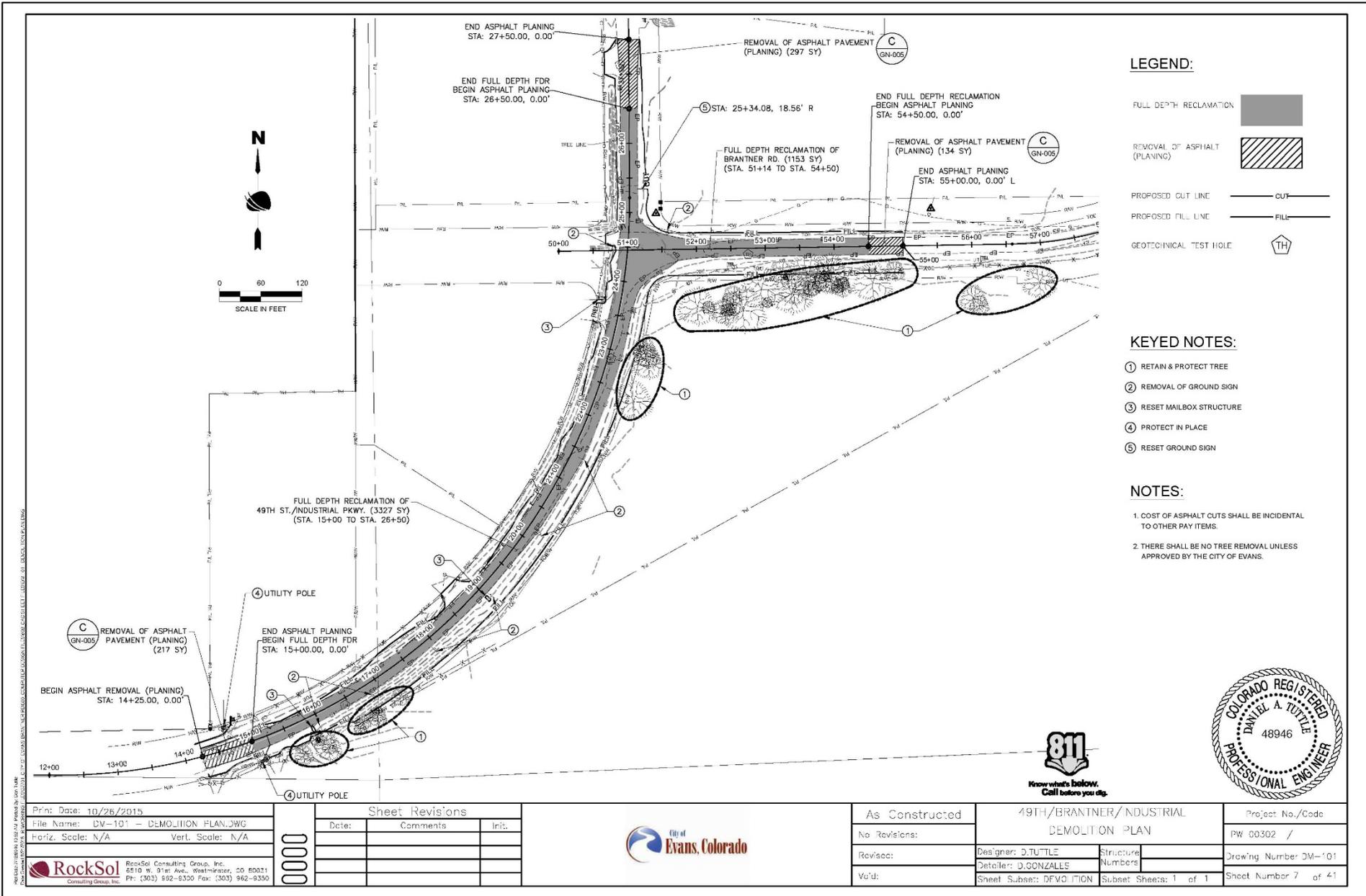
SUGGESTED MOTIONS:

“I move to approve the contract for the 49th Street, Brantner Road and Industrial Parkway Project with Naranjo Civil Constructors.”

“I move to deny approval of the contract for the 49th Street Brantner Road and Industrial Parkway Project with Naranjo Civil Constructors.”

ATTACHMENTS:

Diagram of Project Improvements
Construction Contract Agreement



LEGEND:

- FULL DEPTH RECLAMATION
- REMOVAL OF ASPHALT (PLANNING)
- PROPOSED CUT LINE
- PROPOSED FILL LINE
- GEOTECHNICAL TEST HOLE

KEYED NOTES:

- ① RETAIN & PROTECT TREE
- ② REMOVAL OF GROUND SIGN
- ③ RESET MAILBOX STRUCTURE
- ④ PROTECT IN PLACE
- ⑤ RESET GROUND SIGN

NOTES:

- 1. COST OF ASPHALT CUTS SHALL BE INCIDENTAL TO OTHER PAY ITEMS.
- 2. THERE SHALL BE NO TREE REMOVAL UNLESS APPROVED BY THE CITY OF EVANS.



Print Date: 10/26/2015
 File Name: DW-101 - DEMOLITION PLAN.DWG
 Horiz. Scale: N/A Vert. Scale: N/A

 RockSol Consulting Group, Inc.
 8510 W. 91st Ave., Westminster, CO 80021
 Ph: (303) 962-6300 Fax: (303) 962-6350

Sheet Revisions		
Date:	Comments	Init.



As Constructed	49TH/BRANTNER/INDUSTRIAL DEMOLITION PLAN		Project No./Code
No Revisions:			PW 00302 /
Revised:	Designer: D.TUTTLE	Structure Numbers	Drawing Number DM-101
	Detailer: D.GONZALES		
	Sheet Submittal: DEMOLITION	Submittal Sheets: 1 of 1	Sheet Number 7 of 41

49th Street, Brantner Road, Industrial Parkway Flood Repairs



City of
Evans, Colorado

**Contract Documents, Project Specifications and Bid Plans
for**

49th Street, Brantner Road and Industrial Parkway Project

July 26, 2016

TABLE OF CONTENTS

ARTICLE 1.0 - CONTRACTING PROCEDURES

ARTICLE 2.0 - GENERAL CONDITIONS

ARTICLE 3.0 - SPECIAL CONDITIONS

**ARTICLE 4.0 - PROJECT SPECIFICATIONS AND BID
PLANS**

ARTICLE 1.0

CONTRACTING PROCEDURES

INDEX

ARTICLE 1.0.....	2
<u>1.1</u> <u>ADVERTISEMENT FOR BIDS</u>	3
<u>1.2</u> <u>INFORMATION FOR BIDDERS</u>	4
1.2.1 OWNER.....	4
1.2.2 ENGINEER	4
1.2.3 BID SUBMITTAL.....	4
1.2.4 INFORMALITIES	4
1.2.5 CONDITIONS OF WORK.....	4
1.2.6 BID SECURITY	5
1.2.7 POWER OF ATTORNEY.....	5
<u>1.3</u> <u>AWARD OF CONTRACT</u>	5
1.3.1 CONSIDERATION OF PROPOSALS:	6
1.3.2 AWARD OF CONTRACT:	7
1.3.3 CANCELLATION OF AWARD:.....	7
1.3.4 EXECUTION AND APPROVAL OF CONTRACT:.....	7
1.3.5 FAILURE TO EXECUTE CONTRACT:	7
<u>1.4</u> <u>THE CONTRACT: FOLLOWING EXECUTION</u>	7
1.4.1 MATERIALS:	7
1.4.2 PROGRESS SCHEDULE:.....	7
1.4.3 ASSIGNMENT OF CONTRACT:.....	7
1.4.4 SUBLETTING OF CONTRACT:	8
1.4.5 OTHER CONTRACTS:	8
<u>1.5</u> <u>CONTRACT DOCUMENTS</u>	9
1.5.1 NON-COLLUSION STATEMENT.....	9
1.5.4 NOTICE OF AWARD 16	
1.5.5 ACCEPTANCE OF NOTICE	16
1.5.6 AGREEMENT	17
1.5.7 PERFORMANCE BOND	19
1.5.8 PAYMENT BOND	21
1.5.9 NOTICE TO PROCEED.....	23
1.5.10 CHANGE ORDER.....	24
1.5.11 NOTICE OF CONTRACTOR'S SETTLEMENT	25
1.5.12 FINAL RECEIPT AND GUARANTEE	26
<u>1.6</u> <u>INSURANCE REQUIREMENTS</u>	27

1.1 ADVERTISEMENT FOR BIDS

The City of Evans, Colorado will receive sealed bids for the following project:

49th Street, Brantner Road and Industrial Parkway Project

Bids will be received by the City Clerk at 1100 37th Street, Evans, Colorado, until 2:00 P.M. on August 17, 2016 at which time said bids will be publicly opened at the City municipal building, 1100 37th St, Evans, CO 80620.

Summary: This project consists of the reconstruction of flood damaged segments of Brantner Road, 49th Street and Industrial Parkway in the City of Evans as described by the attached bid plan set. The project includes, but is not limited to, the reconstruction of damaged asphalt roads with concrete pavement and installation of embankment reinforcement, including all related work as described in the Contract Documents and bid plans and specifications.

Pre-Bid Meeting: A mandatory pre-bid meeting will be held for this project at the City municipal building in the Council Chambers located at 1100 37th Street, Evans, Colorado on August 8, 2016 at 10:00 A.M.

Plans and Contract: Copies of the construction plans and contract documents may be obtained at the City of Evans by calling Gary Wilson at 970-475-1198 or email gwilson@evanscolorado.gov and can be downloaded at Rocky Mountain E-Purchasing (<http://www.rockymountainbidsystem.com>).

Bid Bond: A certified check or bank draft, payable to the order of City of Evans, Colorado, a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

FEMA Requirements: This project is funded with State of Colorado and Federal Emergency Management Agency funds. All bids and work completed under this contract must be in accordance with FEMA and all applicable federal regulations. FEMA requirements are described in Article 3 of the Contract Documents. The City encourages small, woman, and/or minority owned businesses to submit a bid in response to this invitation.

The Evans City Manager reserves the right to reject any or all bids, to waive any informalities or irregularities in bids, and to accept the bid that is in the best interests of the City of Evans, Colorado.

CITY OF EVANS, COLORADO

Published in the Greeley Tribune on **July 26, 2016**.

Dated: July 21, 2016

1.2.1 OWNER

The OWNER of this project is the City of Evans, 1100 37th Street, Evans, Colorado 80620; phone number (970) 475-1113 and fax number (970) 330-3472.

1.2.2 ENGINEER

The ENGINEER is City of Evans or its appointed representative, 1100 37th Street, Evans, Colorado 80620. The City of Evans Project Manager is Gary Wilson, phone number (970) 475-1198, email gwilson@evanscolorado.gov.

1.2.3 BID SUBMITTAL

Bids will be received by the City Clerk of Evans, Colorado (herein called the "CITY"), at Evans Community Complex, 1100 37th Street, Evans, CO 80620 until 2:00P.M. on August 17, 2016 and then at said place publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to:

City Clerk
City of Evans
1100 37th Street
Evans, CO 80620

Each sealed envelope containing a bid must be plainly marked on the outside as bid for:

49th Street, Brantner Road and Industrial Parkway Project

The envelope should bear on the outside the name of the bidder, bidder's address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: City Clerk, City of Evans, 1100 37th Street, Evans, CO 80620.

All bids must be made on the required bid sheet. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid sheet must be fully completed and executed when submitted. Only one copy of the bid sheet is required.

1.2.4 INFORMALITIES

The CITY may waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. In the event of strikes, wars, acts of God or other good cause as determined by the City Manager, bid openings may be extended for a reasonable time not to exceed thirty calendar days. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the CITY and the bidder.

1.2.5 CONDITIONS OF WORK

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The CITY shall provide to any and all bidders, prior to bidding, all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired upon request.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

1.2.6 BID SECURITY

Each bid must be accompanied by a Bid Bond payable to the City for five percent of the total amount of the bid. As soon as the bid prices have been compared, the CITY will return the bonds of all except the three lowest responsible bidders within three days after the date of the bid opening. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Agreement, Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the CITY, will be required for the faithful performance of the contract.

1.2.7 POWER OF ATTORNEY

Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certificate and effective dated copy of their Power of Attorney.

1.3 AWARD OF CONTRACT

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the bidder to execute the Agreement and to furnish said Bonds and Certificates, the CITY may at its option, consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the CITY. The CITY will be entitled to such other rights as may be granted by law.

The CITY within ten (10) days of receipt of acceptable Performance Bond, Payment Bond Certificates of Insurance and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within such period, the bidder may, by written notice, withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the CITY or as otherwise stated in the Special Conditions. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the CITY and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The CITY may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The CITY reserves the right to reject any conditional or qualified bid.

The CONTRACTOR shall commence work not later than fifteen (15) calendar days after date of the

Notice to Proceed issued by the CITY to the CONTRACTOR and shall complete the work as specified, within the time specified in the contract. In the event no written Notice to Proceed is issued by the CITY, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be prosecuted in an orderly and diligent manner. The CONTRACTOR shall cooperate with, and conform to, the request of the CITY to expedite particular portions of the work or to suspend or transfer operations on any portion of the work where such alteration of the CONTRACTOR's operations is deemed advisable by the CITY.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The bidder's inspection shall cover the ground structure, obstacles which may be encountered, location of water tables, and other matters relevant to the work both above and below ground. Where test boring logs, indicating underground conditions, are shown on the drawings, this data is for the bidder's information and to reflect the conditions observed at the time and place of drilling. Neither the CITY nor the ENGINEER shall be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to their bid. The successful bidder will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed the CITY of prior to the bidding.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the CITY.

The successful bidder will provide the CITY of Evans with a current list of references of previous work performed in this field.

The OWNER reserves the right to reject any or all bids and to pass upon the regularity or waive any irregularities of the bidders and to determine the acceptability of the surety offered.

If Bid Schedules are set forth in the Proposals, the CONTRACTORS must bid on all the Schedules. The CONTRACTOR'S bid considered for award shall be for the combined low bid for the Base Bid.

Portions of any project may have been termed "Alternates or Contingent" and the OWNER reserves the right to include or remove any or all of these Alternates from the Contract at the OWNER'S sole option or discretion.

1.3.1 CONSIDERATION OF PROPOSALS:

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the CITY will be promoted thereby.

1.3.2 Condition of Award:

The award of contract, if it is awarded, will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, by letter mailed to the address shown on their proposal, that the bid has been accepted and that he has been awarded the contract.

1.3.3 CANCELLATION OF AWARD:

The CITY reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the CITY.

1.3.4 EXECUTION AND APPROVAL OF CONTRACT:

The Contract shall be signed by the successful bidder and returned, together with requisite attachments outlined in Section 1.5.7. All documents will be executed in triplicate and shall be submitted to the CITY within 10 calendar days after the date of award. If the signed Contract and Bond is returned by the successful bidder within 10 calendar days after award and if the Contract is not executed by the CITY within 60 days from date of award, the bidder shall have the right to withdraw their bid without penalty. No Contract shall be considered effective until it has been fully executed by all of the parties thereto.

1.3.5 FAILURE TO EXECUTE CONTRACT:

Failure to execute the Contract and file acceptable bonds within 10 calendar days after the date of award shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the CITY. The CITY may elect to waive forfeiture of the proposal guaranty only if it is determined that the bidder has made a good faith remedial error and that no damages were sustained by the CITY as a result of the failure by the successful bidder to execute the contract and file acceptable bonds within the time prescribed. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the CITY may decide.

1.4 THE CONTRACT: FOLLOWING EXECUTION

1.4.1 MATERIALS:

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials.

1.4.2 PROGRESS SCHEDULE:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which he proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts. The Special Conditions or Drawings may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, he shall furnish copies of them and all revisions thereto or amendments thereto as the work progresses to the ENGINEER upon request.

1.4.3 ASSIGNMENT OF CONTRACT:

No assignment by the CONTRACTOR of this contract or any part thereof or of the funds to be received thereunder by the CONTRACTOR will be recognized unless such assignment has had the written approval of the CITY and the surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the CITY shall not relieve the CONTRACTOR of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

1.4.4 SUBLETTING OF CONTRACT:

The CONTRACTOR shall as soon as practical after signing the contract, notify the ENGINEER in writing, giving the names and qualifications of all subcontractors proposed for work and shall not employ any that the ENGINEER may within a reasonable time object to. The CONTRACTOR will not be allowed to subcontract more than fifty percent (50%) of the total monetary value of the contract without prior approval of the OWNER. The CONTRACTOR shall notify the ENGINEER of each subcontract he awards, giving:

- A. Name, address, and telephone number of the subcontractor
- B. Branch of work covered
- C. Total price of subcontract
- D. Date of subcontract

Subcontractors, before commencing work, must file with the ENGINEER satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the CONTRACTOR of the obligation to insure and to hold the CITY harmless. Subcontractors shall also file with the ENGINEER copies of applicable permits and licenses required to do the subcontracted work.

1.4.5 OTHER CONTRACTS:

The CITY may award other contracts for additional work, and the CONTRACTOR shall fully cooperate with such other contractors and carefully fit its work to that provided under the other contracts as may be directed by the ENGINEER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor.

1.5 CONTRACT DOCUMENTS

1.5.1 NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

- (1) He is the _____ of
(owner, partner, officer, representative or agent)

_____, the
(Company's Name)

bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this ___ day of _____, A.D., 2016.

Notary Public _____

My Commission expires: _____

1.5.2 BID PROPOSAL

49th Street, Brantner Road and Industrial Parkway Project

Proposal of _____ (hereinafter called bidder), doing business as * _____ organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called CITY).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **49th Street, Brantner Road and Industrial Parkway Project** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

BID SCHEDULE

PROJECT NAME:	BRANTNER RD, INDUSTRIAL PKWY, & 49TH ST ENGINEERING SERVICES	CLIENT:		CITY OF EVANS	
PROJECT #	PW 00302	DATE:		22-Apr-16	
DESCRIPTION:	49TH St., Industrial Pkwy, Brantner Rd. - 2013 POST FLOOD REPAIRS	PHASE:		Bid Schedule	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT COST	TOTAL COST
201-00001	Clearing and Grubbing	LS	1		
202-00240	Removal of Asphalt Mat (Planing)	SY	648		
202-00810	Removal of Ground Sign	EACH	8		
203-00010	Unclassified Excavation (Complete In Place)	CY	716		
203-01500	Blading	HOUR	20		
203-01594	Combination Loader	HOUR	20		
203-01597	Potholing	HOUR	10		
203-02330	Laborer	HOUR	15		
207-00205	Topsoil	CY	753		
208-00002	Erosion Log (12inch)	LF	3110		
208-00035	Aggregate Bag	LF	100		
208-00045	Concrete Washout Structure	EACH	1		
208-00070	Vehicle Tracking Pad	EACH	3		
208-00103	Removal and Disposal of Sediment (Labor)	HOUR	20		
208-00105	Removal and Disposal of Sediment (Equipment)	HOUR	20		
208-00106	Sweeping (Sediment Removal)	HOUR	40		
208-00206	Erosion Control Supervisor	DAY	30		

BID SCHEDULE

PROJECT NAME:	BRANTNER RD, INDUSTRIAL PKWY, & 49TH ST ENGINEERING SERVICES	CLIENT:		CITY OF EVANS	
PROJECT #	PW 00302	DATE:		22-Apr-16	
DESCRIPTION:	49TH St., Industrial Pkwy, Brantner Rd. - 2013 POST FLOOD REPAIRS	PHASE:		Bid Schedule	
210-00010	Reset Mailbox Structure	EACH	3		
210-00810	Reset Ground Sign	EACH	1		
212-00006	Seeding (Native)	ACRE	1.4		
212-00032	Soil Conditioning	ACRE	1.4		
213-00002	Mulching (Weed Free Hay)	ACRE	0.7		
213-00061	Mulch Tackifier	LB	140		
216-00201	Soil Retention Blanket (Straw/Coconut) (Biodegradable Class 1)	SY	3750		
216-00303	Turf Reinforcement Mat (Class III)	SY	3750		
304-06000	Aggregate Base Course (Class 6)	TON	247		
310-00610	Full Depth Reclamation of Hot Mix Asphalt Pavement (8-12 Inch)	SY	4480		
403-34751	Hot Mix Asphalt (Grading SX) (75) (PG 64-22)	TON	119		
412-00600	Concrete Pavement (6 Inch)	SY	4706		
607-11525	Fence (Plastic)	LF	3742		
612-00001	Delineator (Type I)	EACH	43		
614-00011	Sign Panel (Class I)	SF	66.75		
614-00012	Sign Panel (Class II)	SF	8		
614-00066	Timber Sign Post 6x6 Inch	LF	14		
614-00200	Steel Sign Post (U-2)	LF	132		

BID SCHEDULE

PROJECT NAME:	BRANTNER RD, INDUSTRIAL PKWY, & 49TH ST ENGINEERING SERVICES	CLIENT:	CITY OF EVANS		
PROJECT #	PW 00302	DATE:	22-Apr-16		
DESCRIPTION:	49TH St., Industrial Pkwy, Brantner Rd. - 2013 POST FLOOD REPAIRS	PHASE:	Bid Schedule		
625-00000	Construction Surveying	LS	1		
626-00000	Mobilization	LS	1		
627-00005	Epoxy Pavement Marking	GALLON	23		
627-30210	Thermoplastic Pavement Marking (Xwalk-Stopline)	SF	50		
630-00000	Flagging	HOUR	100		
630-00007	Traffic Control Inspection	DAY	10		
630-00012	Traffic Control Management	DAY	30		
630-80335	Barricade (Type 3 M-A) (Temporary)	EACH	12		
630-80355	Portable Message Sign Panel	EACH	2		
630-80341	Construction Traffic Sign (Panel Size A)	EACH	27		
630-80342	Construction Traffic Sign (Panel Size B)	EACH	6		
630-80360	Drum Channelizing Device	EACH	20		
630-80363	Drum Channelizing Device (With Light) (Flashing)	EACH	20		
630-80380	Traffic Cone (36 Inch)	EACH	50		
				TOTAL	

- All materials shall be inspected upon arrival and any damage prior to delivery will be the responsibility of the manufacturer/seller.

Base Bid – Grand Total: \$ _____

The undersigned, if awarded the Contract, at the prices shown in the bid, agrees that the Work will

be substantially complete on or before November 15, 2016 and completed and ready for final payment on or before November 30, 2016.

Date _____

Company

Official Address:

Signature

Title

1.5.4 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ surety, are hereby held and firmly bound unto the City of Evans in the penal sum of (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this ____ day of _____, **2016**.

The condition of the above obligations is such that whereas the Principal has submitted to the City of Evans a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

49th Street, Brantner Road and Industrial Parkway Project

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

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

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the CITY may accept such bid; and said Surety does hereby waive notice of any such extension.

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

Principal

Surety

By: _____

1.5.5 NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **49th Street, Brantner Road and Industrial Parkway Project**

The CITY, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated August 17, 2016.

You are hereby notified that your bid has been accepted for **49th Street, Brantner Road and Industrial Parkway Project** in the amount of **{Bid Amount}**.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The CITY will be entitled to such other rights as may be granted by law.

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

Dated this ___ day of _____2016.

The City of Evans
(CITY)

By: _____

Title: City Engineer

1.5.6 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this, the ___ day of _____
_____, **{Year}**.

By: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Colorado.

1.5.7 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, **2016**, by and between the City of Evans, hereinafter called "CITY", and _____ doing business as hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the phased construction of **49th Street, Brantner Road and Industrial Parkway Project.**
2. The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence the work required by the Contract Documents in accordance with the date stated in the Special Conditions and shall complete the work within the time stated in the Special Conditions unless the period for completion is extended otherwise by the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **{Project Amount}** for the **49th Street, Brantner Road and Industrial Parkway Project.**
5. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for bids
 - (B) Information for Bidders
 - (C) Non-Collusion Statement
 - (D) Bid Proposal
 - (E) Bid Schedule
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Acceptance of Notice
 - (I) Agreement
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Certificate of Incorporation
 - (M) Certificates of Insurance
 - (N) Notice to Proceed
 - (O) Special Conditions
 - (P) General Conditions
 - (R) Project Specifications and Bid Plans and City of Evans Street Standards
 - (S) Change Order
 - (T) Addendum
No. _____, dated _____, **2016**
No. _____, dated _____, **2016**
No. _____, dated _____, **2016**
 - (U) Notice of Contractor's Settlement
 - (V) Final Receipt and Guarantee
 - (W) Other

6. The CITY will pay the CONTRACTOR in the manner and at such time as set forth in the General Conditions, such amounts required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE CITY OF EVANS

CONTRACTOR

BY _____
 NAME John Morris
 TITLE Mayor

BY _____
 NAME _____
 TITLE _____
 ADDRESS _____

(SEAL)

ATTEST:

ATTEST:

NAME _____
 TITLE _____

NAME _____
 TITLE _____

APPROVED AS TO FORM:

 Evans City Attorney

APPROVED AS TO SUBSTANCE

 Evans City Manager

1.5.8 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, Corporation, Partnership or Individual

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620, hereinafter called CITY, in the penal sum of \$_____ 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, severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

49th Street, Brantner Road and Industrial Parkway Project

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 CITY, with or without notice to the Surety and during the two-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void; otherwise to 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 work to be performed thereunder or the specifications accompanying the same shall in any ways 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 CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2016.

ATTEST:

Principal

Principal Secretary

By _____(S)

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

1.5.9 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____ hereinafter called Principal, and Corporation,
Partnership or Individual

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620 hereinafter called "CITY", in the penal sum of \$ _____ 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 CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the CITY, dated the _____ day of _____ 2016, a copy of which is hereto attached and made a part hereof for the construction of:

49th Street, Brantner Road and Industrial Parkway Project

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, promptly 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, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed 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 to 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 or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on 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 CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2016.

ATTEST:

Principal

Principal Secretary

By _____ (S)

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds for must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

1.5.10 NOTICE TO PROCEED

TO: _____

DATE: _____

Project: **49th Street, Brantner Road and Industrial Parkway Project**

You are hereby notified to commence work in accordance with the Agreement dated **{Agreement Date}**, on or before **{Start Date}**, and the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

THE CITY OF EVANS

By _____

Title Director of Public Works

1.5.11 ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this the __day of _____, 2016.

By _____

Title _____

1.5.12 CHANGE ORDER

CHANGE ORDER NO. _____
DATE: _____

PROJECT: **49th Street, Brantner Road and Industrial Parkway Project**

TO (CONTRACTOR): _____

JUSTIFICATION: _____

You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

The original contract sum was	\$ _____
Net change by previous change orders	\$ _____
The contract sum prior to this Change Order was	\$ _____
The contract sum will be (increased) (decreased) or (unchanged) by this Change Order	\$ _____
The contract sum including this Change Order will be	\$ _____
The new contract time will be (increased) (decreased) or (unchanged) by (___) days.	

The date of completion as of the date of this Change Order is therefore _____, 2016.

ACCEPTED BY:

ORDERED BY:

Contractor

The City of Evans
1100 37th Street
Evans, CO 80620

Address

By _____

By _____

Date _____

Date _____

1.5.13 NOTICE OF CONTRACTOR'S SETTLEMENT

This is to notify all persons interested that the City of Evans, Colorado will make final payment to **{Contractor's Name}** for work completed on **49th Street, Brantner Road and Industrial Parkway Project.**

Said final payment will be made on **{Final Payment Date}**.

Anyone having claims in conjunction with this project may file same with the undersigned no later than **{Wednesday Before Final Payment Date}**.

CITY OF EVANS

By _____

Dated: _____

The Greeley Tribune

1.5.14 FINAL RECEIPT AND GUARANTEE

CITY OF EVANS
Date: _____

Received this date of **{Final Payment Date}**, as full and final payment of the cost of improvements provided for in the Contract executed by **{Contractor's Name}** and Payee on or about **{Agreement Date}**, together with all amendments, change orders, and additions thereto, the sum of Dollars (**#{Final Payment Amount}**), by checking, being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the City of Evans from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within **two (2) years** from the date of initial acceptance of the entire project by the CITY, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the City of Evans and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period. **The Performance and Payment Bonds for this contract shall remain in effect for the period of the guarantee.**

49th Street, Brantner Road and Industrial Parkway Project

Signature: _____

Name: _____

Title: _____

1.6 INSURANCE REQUIREMENTS

The CONTRACTOR shall secure and maintain such insurance policies as will protect itself, its subcontractors, and the City of Evans, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Statutory Worker's Compensation

- (b) Commercial General Liability
 - General Aggregate \$1,200,000
 - Products/ (Completed Operations Aggregate) \$1,200,000
 - Each Occurrence \$ 600,000
 - Personal & Advertising Injury \$ 600,000
 - Fire Damage \$ 50,000
 - Medical Expense \$ 5,000

- (c) Automobile Liability
 - Bodily Injury and Property Damage/ (Combined Single Limit) \$ 600,000

- (d) Builders Risk/Installation Floater Full Replacement Cost
Be written on a Builder's Risk "All-Risk" or on Peril or Special Causes of Loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage.

The Certificate of Insurance must show the City of Evans, as Additional Insureds.

All policies shall be for not less than the amounts set forth above or as stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates or copies of policy of such insurance shall be filed with the CITY and shall be subject to its approval as to adequacy of protection, within the requirements of the specifications. Said Certificates of Insurance shall contain a 30-day written notice of cancellation in favor of the CITY.

ARTICLE 2.0

GENERAL CONDITIONS

INDEX

ARTICLE 2.0.....	1
<u>2.1</u> <u>DEFINITIONS</u>	1
2.1.1 ABBREVIATIONS.....	2
2.1.2 GENERAL DEFINITIONS AND TERMS:.....	8
<u>2.2</u> <u>GENERAL CONTRACT REQUIREMENTS</u>	19
2.2.1 FAMILIARITY WITH WORK	19
2.2.2 CHANGED CONDITIONS	19
2.2.3 ORDER OF COMPLETION	20
2.2.4 DESIGN AND INSTRUCTIONS.....	20
2.2.5 SURVEYS.....	20
2.2.6 CLAIMS.....	20
2.2.7 EXECUTION AND CORRELATION OF DOCUMENTS	20
2.2.8 MATERIALS AND APPLIANCES	21
2.2.9 EMPLOYEES.....	21
2.2.10 ROYALTIES AND PATENTS.....	21
2.2.11 PERMITS, LICENSES AND REGULATIONS.....	21
2.2.12 INSPECTION OF WORK.....	21
2.2.13 SUPERINTENDENTS.....	22
2.2.14 PRECONTRACT EXAMINATION AND DISCOVERY OF DISCREPANCIES DURING WORK.....	22
2.2.15 CHANGES IN THE WORK	23
2.2.16 EXTENSION OF TIME.....	24
2.2.17 SUSPENSION OF WORK	24
2.2.18 THE CITY'S RIGHT TO TERMINATE CONTRACT.....	24
2.2.19 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT	25
2.2.20 CANCELLATION OF CONTRACT.....	25
2.2.21 CORRECTION OF WORK BEFORE FINAL PAYMENT	25
2.2.22 REMOVAL OF EQUIPMENT	25
2.2.23 RESPONSIBILITY FOR WORK.....	26
2.2.24 PARTIAL COMPLETION AND ACCEPTANCE	26
2.2.25 PAYMENT WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK.....	26
2.2.26 CONTRACTOR'S INSURANCE AND INDEMNIFICATION	27
2.2.27 SURETY BONDS.....	28
2.2.28 CONTRACTOR'S INSURANCE	28
2.2.29 ASSIGNMENT	28
2.2.30 RIGHTS OF VARIOUS INTERESTS	28
2.2.31 ENGINEER'S STATUS.....	29
2.2.32 ENGINEER'S DECISIONS	29
2.2.33 ARBITRATION.....	29
2.2.34 ACCEPTANCE AND FINAL PAYMENT	29
2.2.35 LIQUIDATED DAMAGES	30
2.2.36 ADVANCE NOTICE	31
2.2.37 WORK DONE WITHOUT LINES OR GRADES.....	31
2.2.38 TAXES	31
<u>2.3</u> <u>LEGAL RELATIONS & RESPONSIBILITIES TO PUBLIC</u>	31

2.3.1	LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	31
2.3.2	PROJECT SAFETY	32
2.3.3	PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY	32
2.3.4	NON-DISCRIMINATION	32
<u>2.4</u>	<u>MATERIALS & WORKMANSHIP</u>	<u>32</u>
2.4.1	GUARANTEES	32
2.4.2	WARRANTIES	33
<u>2.5</u>	<u>MEASUREMENT & PAYMENT</u>	<u>33</u>
2.5.1	PAYMENT.....	33
2.5.2	PAY QUANTITIES	33
<u>2.6</u>	<u>SCOPE OF WORK.....</u>	<u>33</u>
2.6.1	CHANGES IN THE WORK	33
2.6.2	SUBLETTING OF CONTRACT	34
2.6.3	SEPARATE CONTRACTS	34
2.6.4	SUBCONTRACTS	34
2.6.5	UNDERGROUND OBSTRUCTIONS.....	35
2.6.6	EMERGENCY WORK.....	35
2.6.7	CLEANING UP.....	35

2.1 DEFINITIONS

- (a) The Contract Documents shall consist of the Advertisement for Bids, Information for Bidders, Non-Collusion Statement, Bid Proposal, Bid Bond, Notice of Award, Agreement, Performance Bond, Payment Bond, Insurance Requirements, Notice to Proceed, Change Order, Notice of Contractor's Settlement, Final Receipt and Guarantee, and Special and General Conditions, Project Specifications and Bid Plans including all modifications thereof incorporated in any of the documents before and after the execution of the Contract.
- (b) The CITY and the CONTRACTOR are those named as such in the Agreement. They are treated through the Contract Document as if each were of singular number and masculine gender.
- (c) Wherever in this Contract the word "ENGINEER" is used, it shall be understood as referring to the City Engineer, acting personally or through any assistants or assigns.
- (d) Any written notice served pursuant to the terms of the Agreement shall be deemed to have been duly served as if delivered in person or by registered mail to the individual, or to a partner, or to an officer of the corporation for whom it is intended, or any authorized representative thereof.
- (e) The term "subcontractor" shall mean anyone, other than the contractor, who furnished at the site, under an agreement with the CONTRACTOR, labor, or labor and materials, or labor and equipment, but shall not include any person who furnished services of a personal nature.
- (f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.
- (g) Extra work shall mean such additional labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended, but was shown on the Drawings or called for in the Specifications, or is authorized by the CITY in addition to that work called for in the Project Specifications and Bid Plans.
- (h) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the Project Specifications and Bid Plans.
- (i) Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work land operations which must be performed in order to begin work on the various items on the project site.

2.1.1 ABBREVIATIONS

Wherever the following abbreviations are used in these general conditions, supplemental conditions, project specifications and bid plans, they are to be construed the same as the respective expressions represented.

AASHTO	American Association of State Highway and Transportation Officials
AAN	American Association of Nurserymen
AB	Aggregate Base
Aban	Abandon
ABC	Aggregate base course
AC	Asphalt cement or concrete
ACB	Asphalt concrete base
ACI	American Concrete Institute
ACP	Asbestos cement pipe
ACPA	American Concrete Pipe Association
ACWS	Asphalt concrete wearing surface
AGC	Associated General Contractors of America, Inc.
Agg	Aggregate
Ahd	Ahead
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APA	American Plywood Association
Approx	Approximate
APWA	American Public Works Association
AR	Aged residue
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
Asph	Asphalt
ASTM	American Society for Testing Materials
Ave	Avenue
AWPA	American Wood Preservers Association
AWSC	American Welding Society Code
AWWA	American Water Works Association
Bbl	Barrel
BC	Beginning of curve
BCR	Beginning of curb return
Beg	Beginning
Bk	Book or Back
Blvd	Boulevard
BM	Bench Mark or Board Measure
Brg	Bearing
BST	Bituminous Surface Treatment

BTB	Bituminous Treated Base
BTU	British Thermal Units
BVC	Beginning of vertical curve
BVCE	Beginning of vertical curve elevation
BVCS	Beginning of vertical curve station
C	Centigrade or Curb
CB	Catch Basin
CBF&C	Catch basin frame & cover
CC or C/C	Center to Center
CCA	Colorado Contractor's Association, Inc.
CDOT	Colorado Department of Transportation
CE	City or County Engineer
Cem	Cement
CF	Curb face
cfs	Cubic Feet per second
CIP	Cast Iron pipe
CIPP	Cast-in-place concrete pipe
CL or C	Centerline
Cm	Centimeter
CMP	Corrugated metal pipe
CO	Clean out
Col	Column
Conc	Concrete
Const	Construct
CP	Concrete pipe(non-reinforced)
CRS	Colorado Revised Statutes
CTB	Cement Treated Base
Cu	Cubic
CY	Cubic Yards
Deg	Degree
DF	Douglas Fir
DG	Decomposed granite
Dia	Diameter
Dim	Dimension
DIP	Ductile Iron Pipe
Div	Division
Dr	Drive
DRCOG	Denver Regional Council of Governments
Drwg	Drawing
Dwy	Driveway
Ea	Each
Ease	Easement
E	East
EC	End of curve

ECR	End of curb return
El or Elv	Elevation
Equa or Eq	Equation
EVC	End of vertical curve
EVCE	End of vertical curve elevation
EVCS	End of vertical curve station
Ex or Exist	Existing
F	Fahrenheit
FB	Field Book
F & C	Frame & cover
FH	Fire hydrant
FL or F	Floor line or flow line
FIEI	Floor Elevation
Fnd	Found
fps	Feet per second
FS	Finished surface
FSS	Federal Specifications and Standards
Ft	Foot or feet
G	Gutter
Ga	Gage
Galv	Galvanized
GL	Ground line
gpm	Gallons per minute
Gr	Grade
H	High or height
HC	House connection
Hdwl	Headwall
Horiz	Horizontal
Hwy	Highway
ID	Improvement District or inside diameter
IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Engineers
In	Inch
Inv	Invert
IP	Iron Pipe
IPS	Iron Pipe Size
Irrig	Irrigation
Jt	Joint
JC	Junction Chamber
Jct	Junction
JS	Junction Structure

L	Length
Lb	Pound
L&T	Lead and tack
LD	Local depression
LF	Linear Feet
LH	Lamp hole
Lin	Linear
Long	Longitudinal
Lt	Left
M	Map or maps
Max	Maximum
Meas	Measured
MH	Manhole
MHF&C	Manhole frame and cover
Min	Minutes or minimum
Misc	Miscellaneous
MLorM	Monument line
Mm	Millimeter
Mon	Monolithic or monument
MTD	Multiple tile duct
MUTCD	Manual of Uniform Traffic Control Devices
N	North
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NE	Northeast
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NP	Non-plastic
NPI	Non pay item
NSC	National Safety Council
NSF	National Sanitation Foundation
NW	Northwest
No	Number
OC	On center
OD	Outside diameter
Oz	Ounces
PC	Point of curvature
PCR	Point of curb return
PCC	Point of compound curve or Portland Cement Concrete
PI	Point of intersection or plastic index
PL	Property line
POC	Point of Curve

POS	Point of Spiral
PP	Power pole
ppm	Parts per million
PRC	Point of reverse curve
Prod	Proposed or property
psi	Pounds per square inch
psf	Pounds per square foot
PTorPOT	Point of Tangent
P&TP	Power and telephone pole
Pvmt	Pavement
Q	Rate of flow
R	Radius
RC	Reinforced concrete
RCP	Reinforced concrete pipe
Rd	Road
Rdwy	Roadway
Reinf	Reinforced, Reinforcing
Ret Wall	Retaining Wall
RGRCP	Rubber Gasket Reinforced Concrete Pipe
rpm	Revolutions Per Minute
Rt	Right
R/W or Row	Right-of-way
S	South or slope
SAE	Society of Automotive Engineers
San	Sanitary
SC	Spiral to Curve
SCCP	Steel cylinder concrete pipe
SD	Storm drain or Sewer District
SDDTC	Storm Drainage Design and Technical Criteria
Sdl	Saddle
Sec	Seconds
Sect	Section
SE	Southeast
SF	Square feet
Sht	Sheet
Spec	Specifications
SPR	Simplified Practice Recommendation
SpMH	Special manhole
Sq Ft Yd	Square Foot, Yard
SS	Sanitary sewer
St	Street
Sta	Station
Std	Standard
Str gr	Structural grade

Struct	Structure or structural
SW	Southwest
SY	Square Yard
T	Tangent Distance
Tel	Telephone
Temp	Temporary
TH	Test hole
TP	Telephone pole
Tr	Tract
Trans	Transition
TS	Traffic signal or Tangent to spiral
TSC	Traffic signal conduit
Typ	Typical
UD & FCD	Urban Drainage and Floor Control District
USDCM	Urban Storm Drainage Criteria Manual
UL	Underwriters Laboratories
USC&GS	United States Coast and Geodetic Survey
USGS	United States Geological Survey
V	Velocity of flow
VC	Vertical curve
VCP	Vitrified clay pipe
Vert	Vertical
W	West or width
WI	Wrought iron
WS	Wearing surface
Wt	Weight
Yd	Yard
'	feet or minutes
"	inches or seconds
o	degrees
%	percent
#	number or pound
@	at
/	per
=	equals

2.1.2 GENERAL DEFINITIONS AND TERMS:

Whenever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Addendum: A Supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening of bids for a contract.

Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

Agency: The government agency for which the construction is being done, either by permit or contract.

Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are made a part thereof as provided therein.

Application for Payment: The form accepted by the ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

Award: The formal action of the governing body in accepting a proposal.

Backfill: Material placed in an excavated space to fill such space. For trenches this space will be the area from 1 foot above the top of the pipe or conduit to the existing or proposed finished grade of pavement.

Base Course: The upper course of the granular base of a pavement or the lower course of an asphalt concrete pavement structure.

Bedding: Is the material placed in the area from the bottom of the trench to 1 foot above the top of the pipe or conduit.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any qualified individual, firm, partnership, corporation or combination thereof, acting directly or through a duly authorized representative who legally submits a proposal for the advertised work.

Bond Issue Project: A project financed from bonds issued by the CITY pledging credit or a revenue resource.

Bridge: A structure, including supports, erected over a depression or an

obstruction, as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.

(Length) The length of a bridge structure is the over-all length measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise end to end of the bridge floor; but in no case less than the total clear opening of the structure.

(Roadway Width) The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or in the case of multiple height of curbs, between the bottom of the lower risers.

Budget Project: A project financed by funds from General Tax levies and shared revenue funds set aside in the annual budget adopted by the Evans City Council.

Building: Any structure built for the support, shelter, or enclosure of persons, animals, chattel or movable property.

Building Code: A regulation adopted by the governing body establishing minimum standards of construction for the protection of the public health, safety, and welfare in terms of measured performance rather than in terms of rigid specifications of materials and methods.

Calendar Day: Every day shown on the calendar.

Change Order: A written order issued by the ENGINEER to the CONTRACTOR to make changes in the work or to perform extra work, and setting forth conditions for payment and/or adjustment in time of completion.

City: A municipal corporation, organized and existing under and by virtue of the laws of the State of Colorado.

City Clerk: The duly authorized person who performs the duties of clerk for the Contracting Agency.

Completion Time: The number of calendar days for completion of an act, including authorized time extensions. In case a calendar date of completion is shown in the proposal in lieu of the number of calendar days, the contract shall be completed by that date. The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.

Conflicting Utility Line: An existing utility line, shown or not shown on the drawings, is a conflicting line when any part falls within the trench pay widths as listed or within the dimensions, as shown on the drawings, for appurtenant

structures.

Construction Project: The erection, installation, remodeling, alteration, of durable facilities upon, under, or over the ground. This shall include, but is not limited to buildings, roadways and utility pipes, lines, poles or other structures.

Contingent Bid Item: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the ENGINEER determines that this work is required, the CONTRACTOR will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the ENGINEER may vary materially from this.

Contract: The written instrument executed by the CONTRACTOR and the Contracting Agency by which the CONTRACTOR is bound to furnish all labor, equipment, and materials and to perform the work specified, and by which the Contracting Agency is obligated to compensate the CONTRACTOR therefore at the prices set forth therein. The Contract Documents are herewith by reference made a part of the contract as if fully set forth therein.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Project Specifications and Bid Plans, City of Evans Street Standards as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued on or after the Effective Date of the Agreement.

Contracting Agency: The legal entity that has contracted for the performance of the work or for whom the work is being performed.

Contractor: The individual, firm, partnership, corporation or combination thereof entering into a contract with the Contracting Agency to perform the advertised work.

Council: The City Council that by law constitutes the Legislative Department of the City organized and existing under and by virtue of the laws of the State of Colorado.

Culvert: Any structure not classified as a bridge, which provides an opening under or adjacent to the roadway.

Days: Unless otherwise designated, days will be understood to mean calendar days.

Emergency: Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the Contract Documents, or which endanger life or property and call for immediate action or

remedy.

Engineer: The person, appointed as ENGINEER by the CITY acting directly or through his duly authorized representative.

Equipment: (Construction)-All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work.

(Installed)-All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.

Extra Work: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

Field Order: A written set of emergency instructions to the CONTRACTOR issued only where the time required for preparation and execution of a formal Change Order would result in a delay or a stoppage of work, or would allow a hazardous condition to exist.

Flooding: Flooding will consist of the inundation of the entire lift with water, puddled with poles or bars to insure saturation of the entire lift.

Foundation: For buildings or structures, this will be the substructure. For pipe this will be the native material or prepared material on which the pipe rests; normally, this is the bottom grade line of the trench.

Full Depth Pavement: An asphalt concrete pavement structure in which the granular base and sub-base are replaced by equivalent structural thickness of asphalt concrete.

General Conditions: Uniform general specifications adopted as standard specifications by the ENGINEER.

Holiday: Holidays recognized by collective bargaining agreements in the State of Colorado are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Additional holidays recognizable by the State of Colorado Cities and Counties are:

- Martin Luther King's Birthday
- Presidents Day
- Columbus Day

Veteran's Day
General Election Day in even-numbered years

When New Year's Day, Independence Day or Christmas Day fall on Sunday, the following Monday shall be considered a holiday.

Additional legal holidays, when designated by the State Governor or President of the United States, will also be recognized by the State, City and/or County.

Improvement District Project: A project financed by assessments against the property included in a special assessment district authorized under, or implemented by an act of the legislature of the State and/or a procedural ordinance of the City or County.

Inspector: The ENGINEER's authorized representative assigned to make detailed inspections of contract performance.

Jetting: Jetting is the densification of material, using a continuous supply of water, under pressure, transmitted to the material through a rigid pipe of sufficient length to reach the bottom of the lift being densified. In all cases, the entire lift will be completely saturated working from the top to the bottom.

Laboratory: The established materials testing laboratory of the Contracting Agency's Engineering Department, or other laboratories acceptable to and/or authorized by the ENGINEER to test materials and work involved in the Contract.

Liquidated Damages: A daily charge made against the CONTRACTOR for each working day, including free time, that any work shall remain uncompleted after elapse of Contract time.

Major Item: Any item of work and/or materials having an original contract value that exceeds ten percent of the amount of the original contract.

Materials: Any substance specified in the project, equipment and other material used or consumed in the performance of the work.

Median: The portion of a divided highway separating the roadways used by traffic going in opposite directions.

Method of Measurement: The manner in which a "Pay Item" is measured to conform to the "Pay Unit."

Non Pay Item: An item of work for which no separate payment will be made under the proposal, but which must be included as an incidental cost for payment on an associated pay item included in the proposal.

Notice of Award: A letter from the CITY advising the CONTRACTOR that he is the

successful Bidder and the Evans City Council has accepted his proposal.

Notice to Bidders: The standard forms inviting proposals or bids.

Notice to Proceed: A directive issued by the Engineer, authorizing the CONTRACTOR to start the work or improvements required in the Contract.

Obligee: One to whom another is obligated. For bonding purposes, the OWNER is the obligee.

Open Trench: The excavated area shall be considered as open trench until all the aggregate base course for pavement replacement has been placed and compacted or, if outside of a pavement area, until the excavated area is brought to finish grade or natural grade.

Owner: City of Evans, State of Colorado, acting through its legally constituted officials, officers or employees.

Pavement: Any surface of streets, alleys, sidewalks, courts, driveways, etc., consisting of mineral aggregate bound into a rigid or semi-rigid mass by a suitable binder such as, but not limited to, portland cement or asphalt cement.

Pavement Structure: The combination of sub-base, base course, and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

Pay Item: A detail of work for which individual payments are to be made under the Contract, as specified in the proposal.

Payment Bond: The security provided by the CONTRACTOR solely for the protection of claimants, supplying labor and materials to the CONTRACTOR or his Subcontractors.

Performance Bond: The security by the CONTRACTOR solely for the protection of the Contracting Agency and conditioned upon the faithful performance of the contract in accordance with the contract documents, drawings, specifications and conditions thereof.

Permit: The license to do construction in public rights-of-way and/or easements; issued by an Agency to a CONTRACTOR working for another party.

Plans: All approved drawings or reproductions thereof pertaining to the work and details therefor, which are made a part of the Project Manual and Contract Documents.

Plant: The Contractors' and/or subcontractors' facilities, including but not limited to small tools and mobile equipment, located on and/or offsite, necessary for

preparation of materials and prosecution of work for the project.

Principal: The individual, firm or corporation primarily liable on an obligation, as distinguished from a surety.

Profile Grade: The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Project: A specific coordinated construction or similar undertaking identified by a single project number and bid and awarded as one contract. On occasion two or more projects may be bid and awarded as a single contract.

Project Manual: All the integral documents of the contract including but not limited to, Contract Documents, General Conditions, Supplemental Conditions, Project Specifications and Bid Plans.

Project Supplemental Conditions: See definition for Supplemental Conditions.

Proposal: The offer of a bidder on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form: The approved form on which the Contracting Agency requires bids to be prepared and submitted for the work.

Proposal Guarantee: The security furnished with a bid to guarantee that the bidder will enter into the contract if his bid is accepted.

Proposal Pamphlet: The book or pamphlet pertaining to a specific project, containing proposal forms, special provisions and other information necessary for and pertinent to the preparation of the proposal or bid.

Referred Documents: On all work authorized by the Contracting Agency, any referenced documents in the specification, i.e., Bulletins, Standards, Rules, Methods of Analysis or test. Codes and Specifications of other Agencies, Engineering Societies or Industrial Associations, refer to the Latest Edition thereof, including Amendments, which are in effect and published at the time of Advertising for Bids or the issuing of a permit for the work, unless otherwise stated.

Resident Project Representative: The authorized representative of ENGINEER who may be assigned to the site or any part thereof. Also called the Inspector.

Reasonably Close Conformity: Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances.

Right-of-Way: A general term denoting, land, property or interest therein, usually in a strip, acquired for or devoted to a street, highway, or other public improvement.

Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Roadside: A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

Roadside Development: Those items necessary to the complete roadway that provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the roadway.

Roadway: The portion of the right-of-way intended primarily for vehicular traffic, and including all appurtenant structures and other features necessary for proper drainage and protection. Where curbs exist, it is that portion of roadway between the faces of the curbs.

Salvageable Material: Material that can be saved or salvaged. Unless designated or directed by the ENGINEER or shown on the drawings, all salvageable material shall remain the property of the CONTRACTOR.

Sewers: Conduits and related appurtenances employed to collect and carry off water and waste matter to a suitable point of final discharge.

Shop Drawings: Drawings or reproduction of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcing steel, installed equipment and installation of systems, or any other supplementary drawings or similar data, which the CONTRACTOR is required to submit for approval.

Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.

Supplemental Conditions: The special conditions, requirements, additions, and/or revisions to the General Conditions and Standard Specifications, applicable to the work, to cover conditions or requirements peculiar to the project under consideration. Supplemental Conditions fall within one of the two following

categories and take precedence over the General Conditions.

(a) **Project Special Conditions.** Special Conditions peculiar to the project and not otherwise thoroughly nor appropriately set forth in the general conditions or standard specifications or bid plans or drawings.

(b) **Standard Special Conditions.** Special directions or requirements not otherwise thoroughly or appropriately set forth in the standard specifications, and which are peculiar to a selected group of projects or which are intended for temporary use.

Specifications: The descriptions, directions, provisions, and requirement for performing the work as contained in the Contract Documents.

State: The State of Colorado.

Standard Details: Uniform detail drawings of structures or devices adopted as Standard Details by the ENGINEER.

Standard: Uniform general specifications adopted as Standard Specifications by the ENGINEER.

Storm Drain: Any conduit and appurtenance intended for the reception and transfer of stormwater.

Street: Streets, avenues, alleys, highways, crossings, lanes, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to public use and public ways.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, sewers, service pipes, underdrains, foundation drains, fences, swimming pools, and other features which may be encountered in the work and not otherwise classed herein.

Sub-base: The lower course of the base of a roadway, immediately above the sub-grade.

Subcontractors: Those having direct contracts with the CONTRACTOR and those who furnish material worked into a special design according to the Project Specifications and Bid Plans for the work, but not those who merely furnish material not so worked.

Sub-grade: The supporting structures on which the pavement and its special undercourses rest.

Substantial Completion: The work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER and OWNER as evidenced by a letter

of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended. The terms "substantially complete" and "substantially completed" as applied to any work refer to Substantial Completion thereof. The work must meet the following criteria for Substantial Completion to apply:

- X At least 90% of all pay items have been completed and are eligible for payment.
- X The facilities constructed by CONTRACTOR are ready for use.
- X All traffic features have been completed.
- X A list of incomplete work items has been issued by the OWNER or ENGINEER to the CONTRACTOR and the CONTRACTOR has accepted and acknowledges the list.

Substructure: All of that part of the structure or building below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

Superintendent: The Contractor's authorized representative in responsible charge of the work.

Superstructure: The entire structure or building except the substructure.

Supplemental Specifications: Additions and revisions to the Standard Specifications that are adopted subsequent to issuance of the printed Project Manual.

Surety: The individual, firm or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

Surface Course: The finish or wearing course of an asphalt concrete pavement structure.

Title or Headings: The titles or headings or the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Township, City, Town or District: A subdivision of the COUNTY used to designate or identify the location of the proposed work.

Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Utility: Pipe lines, conduits, ducts, transmission lines, overhead or underground wires, railroads, storm drains, sanitary sewers, irrigation facilities, street lighting traffic signals, and fire alarm systems, and appurtenances of public utilities and

those of private industry, businesses or individuals solely for their own use or use of their customers which are operated or maintained in, on, under, over or across public right-of-way or public or private easement.

Waterworks (Water Supply System): The reservoirs, pipe lines, wells, pumping equipment, purification works, mains, service pipes, and all related appliances and appurtenances utilized in the procurement, transportation and delivery of an adequate, safe, and palatable water supply for the Contracting Agency.

Work: Any of all of the improvements mentioned and authorized to be made, and the construction, demolition, reconstruction, and repair of all or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

Working Day: A calendar day, exclusive of Saturdays, Sundays and Contracting Agency recognized legal holidays, on which weather and other conditions not under the control of the CONTRACTOR will permit construction operations to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

2.2 GENERAL CONTRACT REQUIREMENTS

2.2.1 FAMILIARITY WITH WORK

The CITY has endeavored to ascertain all pertinent information regarding site conditions, and subsurface conditions, and has, to the best of his ability, furnished all such information to the CONTRACTOR. Such information is given, however, as being the best factual information available to the CITY, but is advisory only. The CONTRACTOR, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters that can in any way affect the work under this Contract.

Bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

Logs of test hole, ground water levels, and any accompanying soil reports as furnished by the Contracting Agency are furnished for general information only. The field condition so set forth shall not constitute a representation or warranty, expressed or implied, that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the site conditions. After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained.

2.2.2 CHANGED CONDITIONS

The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the CITY in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2), previously unknown physical or other conditions at the site, of an unusual nature, not generally recognized as inherent in work of the character provided for in this Contract. The ENGINEER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given notice as above required, provided that the ENGINEER may, if he determines the facts so justify, consider and adjust any such claims assessed before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Paragraph 2.2.33 hereof.

2.2.3 ORDER OF COMPLETION

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts. The special provisions or plans may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, he shall furnish copies of them to the ENGINEER upon request.

2.2.4 DESIGN AND INSTRUCTIONS

It is agreed that the CITY will be responsible for the adequacy of design and Specifications. The CITY, through the ENGINEER, shall furnish Specifications, which adequately represent the requirements of the work to be performed under the Contract. All such instructions shall be consistent with the Contract Documents and shall be true developments thereof. Specifications that adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The ENGINEER may, during the life of the Contract, and in accordance with Paragraph 2.2.15, issue additional instructions, by means of drawings or other media, necessary to illustrate changes in the work.

2.2.5 SURVEYS

The CITY has provided a suitable number of bench marks adjacent to the work. From the information provided by the CITY, the CONTRACTOR shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, and elevations. The CONTRACTOR shall be responsible for any mistakes made in his detail surveys.

The CONTRACTOR shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their necessary loss or disturbance.

2.2.6 CLAIMS

If the CONTRACTOR claims that any instructions by drawings or otherwise, issued after the date of the Contract, involve extra cost under the Contract, he shall give the ENGINEER written notice thereof within ten (10) days, after the receipt of such instruction, and in any event before proceeding to execute the work, except emergency endangering life or property, and the procedure shall than be as provided for changes in the work. No such claim shall be valid unless so made.

2.2.7 EXECUTION AND CORRELATION OF DOCUMENTS

The Agreement shall be signed in duplicate by the CITY and the CONTRACTOR.

The Contract Documents are complimentary and what is called for by anyone shall be as binding as if called for by all. In case of conflict between Bid Plans and Specifications, the

Specifications shall govern. Special Specifications shall govern over Standard Specifications. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

2.2.8 MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of work. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

2.2.9 EMPLOYEES

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees, and shall seek to avoid employing, for the Contract, any unfit person or anyone not skilled in the work assigned to him.

Adequate sanitary facilities shall be provided by the CONTRACTOR.

Employees of the CONTRACTOR and/or any subcontractor working on the project shall not be considered as employees of the City of Evans, nor shall they be entitled to any of the benefits provided to City of Evans employees.

2.2.10 ROYALTIES AND PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement for any patent rights and save the CITY harmless from loss on accounts thereof, except that the CITY shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the CITY has notified the CONTRACTOR prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

2.2.11 PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature, necessary for the prosecution of the work, shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the CITY, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the Specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted in the Contract for changes in the work.

2.2.12 INSPECTION OF WORK

All materials and equipment used in the construction of the project shall be subject to adequate testing in accordance with generally accepted standards as required by the Contract Documents.

The CITY shall provide sufficient competent personnel, working under qualified supervision for the inspection of the work, while such work is in progress, to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. The inspection of the Contract will be as it relates to the compliance with the Specifications, quality of workmanship, and material. Notwithstanding such inspection, the CONTRACTOR will be held responsible for the acceptability of the work.

The ENGINEER and his representatives shall at all times have access to work whenever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the Specifications, the ENGINEER's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the CONTRACTOR shall give the ENGINEER timely notice to its readiness for inspection, and if the inspection is by an authority other than the ENGINEER, a date shall be fixed for such an inspection. Inspections by the ENGINEER shall be promptly made, and where applicable, at the source of supply. Any work required by the ENGINEER to be uncovered for examination shall be properly restored at the CONTRACTOR's expense unless the ENGINEER has unreasonably delayed inspection.

Re-examination of any work may be ordered by the ENGINEER, and if so ordered, the work must be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the CITY shall pay the cost of re-examination. If such work is not in accordance with the Contract Document, the CONTRACTOR shall pay such cost.

2.2.13 SUPERINTENDENTS

The CONTRACTOR shall keep on his work at all times during its progress, competent superintendents and/or responsible assistants. The superintendent shall represent the CONTRACTOR and all directions given to him shall immediately be confirmed in writing to the CONTRACTOR. Superintendent shall be named in writing by CONTRACTOR at the beginning of the work.

2.2.14 PRECONTRACT EXAMINATION AND DISCOVERY OF DISCREPANCIES DURING WORK

Before submitting his proposal, the CONTRACTOR will examine all construction plans and the entire and complete specifications. The CONTRACTOR will become well and fully informed as to the materials and the character of the work required, the relationship of all of the particular parts of the work, and he will visit and inspect the site, observing and examining the conditions existing.

After the execution of the Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in the Contract and the Specifications, and implied a full and complete understanding of them and all construction plans, drawings, notes, indications,

and requirements.

Should anything be omitted from the construction plans or specifications necessary to the proper completion of the work herein described, it shall be the duty of the CONTRACTOR to so notify the CITY before signing the Contract, and in the event of failure of the CONTRACTOR to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to the CONTRACTOR.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the Specifications and the physical conditions of the locality, or any errors or omissions in the layout as given by survey points and instruction, he shall immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTOR's risk, except in the event of an emergency.

2.2.15 CHANGES IN THE WORK

At any time by written order, the CITY may make changes in the Specifications or scheduling of the Contract within the general scope. All such work shall be executed under the time constraints of the original contract except that any claim for extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

In giving instruction, the ENGINEER shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. Except in an emergency endangering life and property, no claim for an addition to the contract sum shall be valid unless the additional work was so ordered by the ENGINEER.

The CONTRACTOR shall proceed with the work as changed and the value of any such work or change shall be determined as provided for in the Agreement herein.

The CITY may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, the CONTRACTOR shall perform the same at the unit prices or lump sum indicated in the bid. Changes may occur to a maximum of twenty-five percent (25%) of the contract price. After exceeding twenty-five percent (25%), the applicable unit price or lump sum may be negotiable and an equitable adjustment shall be authorized by change order.

2.2.16 EXTENSION OF TIME

a. Extension of time stipulated in the Contract for completion of the work will be made when changes in the work occur, as provided in Paragraph 2.2.15; when the work is suspended as provided in Paragraph 2.2.17; and when the work of the CONTRACTOR is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the CONTRACTOR, his subcontractors or suppliers, and which were not the result of their fault or negligence.

Extension of time for completion shall also be allowed for any delays in the progress of the work that in the opinion of the ENGINEER entitles the CONTRACTOR to an extension of time.

b. The CONTRACTOR shall notify the ENGINEER promptly of any occurrence or condition which in the CONTRACTOR's opinion entitles him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the CONTRACTOR's claim. Failure to provide such notice shall constitute a waiver by the CONTRACTOR of any claim.

2.2.17 SUSPENSION OF WORK

The CITY may at any time suspend the work, or any part thereof, by giving three (3) days' notice to the CONTRACTOR in writing.

2.2.18 THE CITY'S RIGHT TO TERMINATE CONTRACT

If the CONTRACTOR should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should persistently or repeatedly refuse or should fail, except for cases in which extensions of time are provided, to supply enough properly-skilled workmen or materials, or if he should fail to make payments to subcontractors or for materials or labor so as to affect the progress of the work or persistently be guilty of a substantial violation of the Contract, then the CITY, upon written notice from the ENGINEER that sufficient cause exists to justify such action and without prejudice to any other right or remedy, and after giving the CONTRACTOR and his Surety seven (7) days' written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the CITY, and finish the work by whatever method the ENGINEER may be deem expedient.

In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY. The expense incurred by the CITY as herein provided, and the damage incurred through the CONTRACTOR's default, shall be certified by the ENGINEER.

Where the Contract has been terminated by the CITY, said termination shall not affect or terminate any of the rights of the CITY then existing or which may thereafter accrue because of such default as against the CONTRACTOR or his Surety. Any retention or

payment of moneys by the CITY due to the CONTRACTOR under the terms of the Contract, shall not release the CONTRACTOR or his Surety from liability for the CONTRACTOR's default.

2.2.19 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three (3) months, through no act or fault of the CONTRACTOR of an undisputed sum with forty-five (45) days of its maturity and presentation, then the CONTRACTOR may, upon seven (7) days' written notice to the ENGINEER, stop work or terminate this Contract and recover from the CITY payment for all work executed, plus any loss sustained upon any plant or materials, plus reasonable profit and damages.

2.2.20 CANCELLATION OF CONTRACT

Failure of the CONTRACTOR to comply with any of the requirements of the Contract and the Specifications may be considered as evidence of the inability on the part of the CONTRACTOR to maintain the quality and service standards deemed necessary, and shall be sufficient cause for the cancellation of the Agreement and the initiating of legal action against the Performance Bond of the CONTRACTOR.

2.2.21 CORRECTION OF WORK BEFORE FINAL PAYMENT

The CONTRACTOR shall promptly remove from the premises all materials and work condemned by the ENGINEER as failing to meet contract requirements, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such condemned work and materials within ten (10) days after written notice, the CITY may remove them and store the material at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such removal and storage within ten (10) days' time thereafter, the CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall pay the CONTRACTOR any net proceeds thereof, after deducting all costs and expenses that should have been borne by the CONTRACTOR.

2.2.22 REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion for whatever cause, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY shall have the right to exercise control over and to remove such equipment and supplies at the expense of, and without recourse, by the CONTRACTOR.

2.2.23 RESPONSIBILITY FOR WORK

The CONTRACTOR assumes full responsibility for the work. Until final acceptance, the CONTRACTOR shall be responsible for damage to or destruction of the work, except for any part covered by partial acceptance as set forth in Paragraph 2.2.24 and except such damage or destruction that is caused by the negligent or willful acts of the CITY.

2.2.24 PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate, referred to in Paragraph 2.2.34 hereinafter, any portion of the permanent construction has been satisfactorily completed to the ENGINEER's satisfaction, and if the ENGINEER determines that such portion of the permanent construction is not required for the operations of the CONTRACTOR, but is needed by the CITY, the ENGINEER shall issue to the CONTRACTOR a Certificate of Partial Completion, and thereupon or at any time thereafter, the CITY may take over and use the portion of the permanent construction described in such certificate.

The issuance of a Certificate of Partial Completion shall not be construed to constitute an extension of the CONTRACTOR's time to complete the portion of the permanent construction to which it relates, if he fails to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the CONTRACTOR or his Sureties from any obligations under this Contract or the Performance Bond.

If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to extra compensation, or extension of time, or both, as the ENGINEER may determine, unless otherwise provided.

2.2.25 PAYMENT WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

As a result of subsequently discovered evidence, the CITY may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect himself from loss occasioned by:

- (a) Defective work not remedied by the CONTRACTOR
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR for work done on the project
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor
- (d) Damage by the CONTRACTOR to subcontractors or to another contractor

When the above grounds are removed, or the CONTRACTOR provides Surety Bond satisfactory to the CITY that will protect the CITY in the amount withheld, payment shall be made for amounts withheld because of them. No moneys may be withheld under (b) and

(c) if a Payment Bond is included in the Contract.

2.2.26 CONTRACTOR'S INSURANCE AND INDEMNIFICATION

The CONTRACTOR shall secure and maintain such insurance policies as will protect himself, his subcontractors, and City of Evans, its employees and agents, from claims for bodily injuries, death, or property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required and must be evidenced by Certificates of Insurance:

(a) Statutory Workers' Compensation

(b) Commercial General Liability

General Aggregate	\$1,200,000
Products/ (Completed Operations Aggregate)	\$1,200,000
Each Occurrence	\$ 600,000
Personal & Advertising Injury	\$ 600,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

(c) Automobile Liability

Bodily Injury and Property Damage (Combined Single Limit)	\$ 600,000
--	------------

Certificates of Insurance must show "City of Evans, its employees and agents" as an Additional Insured.

All policies shall be for not less than the amount set forth above or as stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

All Certificates of Insurance must be filed with the ENGINEER along with the Performance and Payment Bonds and shall be subject to his approval as to adequacy of protection, within the requirements as stated herein. Said Certificates of Insurance shall contain a thirty (30) days' written notice of cancellation in favor of the CITY.

The CONTRACTOR shall indemnify and hold harmless the City of Evans, its employees and agents, from and against any and all claims, damages, losses, injuries and expenses, including attorney's fees, arising out of or resulting from the performance of work.

All insurance and bonding companies providing coverage or surety under this contract shall have a Best Insurance Rating of "A" or better.

2.2.27 SURETY BONDS

The CITY shall have the right, prior to the signing of the Contract, to require the CONTRACTOR to furnish Payment and Performance Bonds in such form as the CITY may prescribe in the bidding documents and executed by one or more financially responsible Sureties licensed to do business in the State of Colorado. The premiums for said Bonds shall be paid by the CONTRACTOR. Such Bonds shall cover the entire Contract amount, regardless of changes therein, shall remain in full effect for a period of one year from the date of issuance of a Certificate of Completion, and shall be filed with the ENGINEER prior to the commencement of any work on the project.

2.2.28 CONTRACTOR'S INSURANCE

The CONTRACTOR shall secure and maintain insurance to one hundred percent (100%) of the insurable value of the entire work in the Contract and any structures attached or adjacent thereto against fire, earthquake, flood, and other perils as he may deem necessary and shall name the CITY and subcontractors as Additional Insured.

All insurance and bonding companies providing coverage or surety under this contract shall have a Best Insurance rating of "A" or better.

2.2.29 ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other and its Surety, nor shall the CONTRACTOR assign any moneys due or to become due to him hereunder, except to a bank or financial institution acceptable to the CITY.

2.2.30 RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, utility companies, or by other CONTRACTOR's forces is contiguous to work covered by this Contract, the respective rights of the various interest invoiced shall be established by the ENGINEER, to secure the completion of the various portions of the work in general harmony.

(a) Before issuance of final payment, the CONTRACTOR, if required in the Special Conditions, shall certify in writing to the ENGINEER that all payrolls, material bills, and other indebtedness connected with the work, have been paid or otherwise satisfied. If the Contract does not include a payment Bond the CONTRACTOR may submit, in lieu of certification of payment, a Surety Bond in the amount of the disputed indebtedness or liens, guaranteeing payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or liens, which the CITY may be compelled to pay upon adjudication.

(b) The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from unsettled liens, from faulty work appearing within the guarantee period, provided in the Special Conditions, from the requirements of the Project Specifications and Bid Plans, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and

still unsettled.

(c) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the CITY shall, upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the work fully and completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(d) If the CITY fails to make payment as herein provided, there shall be added to each payment daily interest at the rate of six percent (6%) per annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the CONTRACTOR.

2.2.31 ENGINEER'S STATUS

The ENGINEER shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.2.32 ENGINEER'S DECISIONS

The ENGINEER shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the CONTRACTOR and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

2.2.33 ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

2.2.34 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is substantially complete or ready for final inspection and acceptance, the ENGINEER will promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed, he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the CONTRACTOR, including the retained percentage, unless a retention based on the ENGINEER's estimate of the fair value of the claims against the CONTRACTOR and the cost of completing the uncompleted or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable. No final payment shall be made by the CITY unless and until the CONTRACTOR has certified in writing to the ENGINEER that all payroll, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from unsettled liens, from faulty work appearing within the guarantee period provided in the Special Conditions, from the requirements of the Project Specifications and Bid Plans, or from the manufacturer's guarantees. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR and the ENGINEER so certifies, the CITY shall, upon certificate of the ENGINEER, and without terminating the Contract, make payment of balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the project to bind the subcontractors to the CONTRACTOR by the terms of the Contract Documents, and to give the CONTRACTOR the same power as regard to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provision of the Contract Documents.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY.

Subcontracts, or transfer of Contract, shall not release the CONTRACTOR of his liability under the Contract and Bonds.

2.2.35 LIQUIDATED DAMAGES

The CONTRACTOR agrees that he can and will complete the project within the prescribed time limit as stated in Article 1.5.9 (Notice to Proceed) and within the time as may be extended. In the event the CONTRACTOR fails to complete the work within the allotted time limit, the following liquidated damages will be applied:

From More Than	Original Contract Amount To And Including	Daily Charge
\$ 0	\$ 25,000	\$ 85
25,000	50,000	140
50,000	100,000	205
100,000	500,000	280
500,000	1,000,000	420
1,000,000	2,000,000	560
2,000,000	4,000,000	840
4,000,000	8,000,000	1,120
8,000,000	10,000,000	1,400

These rates will be assessed per calendar day for each day which the CONTRACTOR fails to finish the work in excess of the time period allotted. The parties agree that the liquidated

damages, as stated herein, are not a penalty and are reasonable, given the expected harm from a delay in completion, the difficulty of proving actual loss, and the inadequacy of any other remedy.

2.2.36 ADVANCE NOTICE

It shall be the responsibility of the CONTRACTOR to notify the ENGINEER or inspector sufficiently in advance of his operations to enable the ENGINEER or inspector to set the required control stakes and marks.

In order to assure proper availability of construction supervision or other personnel from the ENGINEER's staff, the following notices will be required as minimums:

- (a) One (1) week notice for major additions or modifications to construction staking.
- (b) Two (2) working days' notice for all staking except for emergencies.
- (c) Two (2) days' written notice shall be delivered to the ENGINEER or inspector prior to any work done on Saturday, Sunday, nights, and legal holidays.

The failure of the CONTRACTOR to provide minimum notices will not be considered for time extensions or extra compensations.

2.2.37 WORK DONE WITHOUT LINES OR GRADES

Any work done without having been properly located and established as determined by the Engineer may be ordered removed and replaced at the CONTRACTOR's expense.

2.2.38 TAXES

Except as may be otherwise provided in this Contract, the contract price is to include all applicable taxes, but does not include any tax from which the CITY and the Contractor are exempt. Upon request by the CONTRACTOR, the CITY shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price, pursuant to this provision.

2.3 LEGAL RELATIONS & RESPONSIBILITIES TO PUBLIC

2.3.1 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Laws and Regulations: The CONTRACTOR shall keep himself fully informed of all city and county ordinances and regulations, and state and federal laws which in any manner affect the work herein specified. He shall at all times observe and comply with said ordinances, regulations, or laws, caused by the negligent actions of the CONTRACTOR, his agent, or employees.

2.3.2 PROJECT SAFETY

The CONTRACTOR is solely responsible for and shall take reasonable precautions in the performance of the work under this Contract to protect all persons from hazards to life and property. The CONTRACTOR shall comply with all health, safety and fire protection regulations and requirements.

2.3.3 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The CONTRACTOR shall provide and maintain all necessary watchmen, barricades, warning lights, and signs in accordance with the Manual of Uniform Traffic Control Devices, and take all reasonable precautions for the protection and safety of the public. He shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the CITY's property from injury or loss arising in connection with this Contract. Streets and highways shall be kept free of dirt and litter from CONTRACTOR's handling operations. The CONTRACTOR shall take reasonable precautions to protect private property adjacent to the project from such nuisances as dust and dirt, rock, and excessive noise. He shall make good any damage, injury or loss to his work and to the property owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents of adjacent private and public property, as provided by law and the Contract Documents.

2.3.4 NON-DISCRIMINATION

In connection with the performance of work under this Contract, the CONTRACTOR agrees not to refuse to hire, discharge, promote, or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin, handicap status or ancestry; and further agrees to inset the foregoing provision in all subcontracts hereunder.

2.4 MATERIALS & WORKMANSHIP

2.4.1 GUARANTEES

The CONTRACTOR shall guarantee his work against defective materials or workmanship for a period of two (2) years from the date of initial acceptance.

Contractor warrants and guarantees to the CITY that all equipment and materials furnished under this Contract are free from all defects in workmanship and materials.

Contractor shall remove from the project area all work or materials rejected by the CITY or its inspector for failure to comply with the Contract Documents, whether incorporated in the construction or not. The CONTRACTOR shall promptly replace the materials or re-execute the work in accordance the Contract Documents and without expense to the CITY which are or become defective due to such defects within two (2) years after the date of receipt by the CITY. The CONTRACTOR shall also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

2.4.2 WARRANTIES

The CONTRACTOR shall guarantee his work against defective materials and workmanship for a period of two (2) years from the date of initial acceptance.

2.5 MEASUREMENT & PAYMENT

2.5.1 PAYMENT

Partial payment under the Contract shall be made at the request of the CONTRACTOR once each month, based upon partial estimates to be furnished by the CONTRACTOR and approved by the CONTRACTOR once each month, based upon partial estimates to be furnished by the CONTRACTOR and approved by the ENGINEER or inspector. In making such partial payment, there shall be retained three percent (3%) of the estimated amounts until final completion and acceptance of all work covered by the Contract; provided, however, that the ENGINEER, at any time after fifty percent (50%) of the work has been completed, finds that satisfactory progress is being made, shall recommend that the remaining partial payment be paid in full.

In preparing estimates for partial payments, the material delivered on the site and preparatory work done may be taken into consideration.

Payments for work under subcontracts of the CONTRACTOR shall be subject to the above conditions applying to the contract after the work under a subcontract has been fifty percent (50%) completed. In preparing estimates for partial payments, the material delivered on the site and preparatory work done may be taken into consideration.

Should the CONTRACTOR fail to proceed properly and in accordance with the Guarantee, the CITY may have such work performed at the expense of the CONTRACTOR.

2.5.2 PAY QUANTITIES

The CONTRACTOR shall be paid on a unit price basis as indicated by the proposal for the actual quantities installed. In the case of lump sum items, the contractor shall be paid based on the percent complete of the lump sum item.

2.6 SCOPE OF WORK

2.6.1 CHANGES IN THE WORK

At any time by written order, the CITY may make changes in the Project Specifications and Bid Plans or scheduling of the Contract within the general scope. All such work shall be executed under the time constraints of the original Contract, except that any claim for extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

- (a) Unit prices previously approved
- (b) An agreed lump sum

- (c) The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added on an amount to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work, to cover the cost of general overhead and profit.

2.6.2 SUBLETTING OF CONTRACT

The CONTRACTOR shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or of his rights, title, or interest therein, without written consent of the CITY. The CONTRACTOR may utilize the services of specialty subcontractors on those parts of the project which, under normal contraction practices, are performed by specialty subcontractors.

The CONTRACTOR shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of the CITY.

The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons directly or indirectly employed by him, as he is for the acts and omissions of persons directly employed by him.

2.6.3 SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this project. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results.

2.6.4 SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the Contract, but in any event prior to the performance of any work by any subcontractor, notify the CITY, in writing, of the names of the subcontractors proposed for the work, designating the portions of work to be performed by each.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the CITY.

2.6.5 UNDERGROUND OBSTRUCTIONS

The CONTRACTOR shall anticipate all underground obstructions, such as water lines, gas lines, sewer lines, concrete, debris, and all other types of utility lines. No extra payment will be allowed for the removal, protection, replacement, repair or possible increased cost caused by underground obstruction. Any such lines or obstructions indicated on the Drawings show only the approximate location from the information available and must be verified in the field by the CONTRACTOR. The ENGINEER will endeavor to familiarize the CONTRACTOR with all underground utilities and obstructions, but this will not relieve the CONTRACTOR from full responsibility for anticipating all underground obstructions.

In accordance with C.R.S. Section 9-1.5-103 (1973), the CONTRACTOR shall not make or begin excavation without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone, or in writing and shall be given at least two business days prior to beginning work.

The CONTRACTOR shall protect the existing utilities in a manner as requested by the respective utility owners at no extra compensation. The CONTRACTOR, by his signature on this proposal and subsequently on the Agreement, agrees to hold City of Evans, the agencies thereof, and their officers and employees, harmless from any and all losses, damages or claims which may arise out of, or be connected with, construction performed where said utilities are located.

Should it be necessary to relocate utilities in the area of construction, the CITY, at its own expense, will coordinate these relocations with the utility owner and the CONTRACTOR.

2.6.6 EMERGENCY WORK

In an emergency affecting the safety of life or of the work or of adjoining property, the CONTRACTOR is, without special instructions or authorization from the ENGINEER, hereby permitted to act at his discretion to prevent such threatening loss or injury. He shall also act, without appeal, if so authorized or instructed by the ENGINEER. Any compensation claimed by the CONTRACTOR as a result of emergency work, shall be determined by agreement or in accordance with Article 2.2.33.

2.6.7 CLEANING UP

The CONTRACTOR shall remove, at his own expense, from the CITY's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the CONTRACTOR by the CITY thereof where such disposal is in accordance with local ordinances and is approved by the ENGINEER.

ARTICLE 3.0

SPECIAL CONDITIONS

INDEX

ARTICLE 3.0..... 1
INDEX..... 1
3.1 SCOPE2
3.1.1 DESCRIPTION OF WORK.....2
3.1.2 CONTRACT DRAWINGS.....2
3.2 GENERAL PROJECT SPECIFICATIONS2
3.2.1 EXISTING CONDITIONS2
3.2.2 SALES TAX.....3
3.2.3 WORKING HOURS3
3.2.4 PROJECT WARRANTY3
3.2.5 MATERIALS, MANUFACTURER’S CERTIFICATES & RECOMMENDATIONS3
3.2.6 EROSION AND DUST CONTROL3
3.2.7 CONSTRUCTION WATER3
3.2.8 REMOVALS4
3.2.9 SAMPLES AND TESTING4
3.2.10 SUBCONTRACTORS4
3.2.11 MINOR ITEMS OF CONSTRUCTION.....4
3.2.12 CLEANING DURING CONSTRUCTION4
3.2.13 FINAL CLEANUP5
3.3 PROJECT SCHEDULE AND SEQUENCE5
3.4 PROJECT COORDINATION5
3.5 MEASUREMENT AND PAYMENT5
3.5.1 GENERAL5
3.5.2 MEASUREMENTS6
3.5.3 PAYMENTS.....6
3.6 FEMA REQUIREMENTS7
3.6.1 PROVISION FOR TERMINATION OF CAUSE AND CONVENIENCE7
3.6.2 EQUAL OPPORTUNITY7
3.6.3 ANTIE-KICKBACK ACT8
3.6.4 DAVIS-BACON ACT9
3.6.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT9
3.6.6 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING
REQUIREMENTS AND REGULATIONS.....9
3.6.7 PATENT RIGHTS AND COPYRIGHTS AND RIGHTS IN DATA10
3.6.8 ACCESS TO RECORDS.....10
3.6.9 RETENTION OF RECORDS.....11
3.6.10 COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT11
3.6.11 ENERGY EFFICIENCY12

GOVERNING DOCUMENTS

The governing documents for this Work are as follows:

- Contract Documents Articles 1.0 through 3.0
- Project Specifications and Bid Plans Article 4.0
- City of Evans Street Specifications, incorporated by reference
http://www.evanscolorado.gov/sites/default/files/fileattachments/public_works/page/507/evans_street_specs.pdf

In the case of conflict, documents shall have the following priorities: (1) Contract Documents Article 3.0 – Special Conditions, (2) Contract Documents Article 2.0 – General Conditions, (3) Project Specifications and Bid Plans Article 4.0 and City of Evans Street Specifications.

3.1 SCOPE

3.1.1 DESCRIPTION OF WORK

The work covered under the scope of this project is as shown by the Project Specifications and Bid Plans, Article 4.0.

3.1.2 CONTRACT DRAWINGS

The contract drawings wherever referenced in the Contract Documents shall include the Bid Plans as set forth in Article 4.0 Project Specifications and Bid Plans.

3.2 GENERAL PROJECT SPECIFICATIONS

It is the intent of these Special Conditions to require a functionally complete project (or part thereof) to be constructed in accordance, and in conjunction with, all Contract Documents as defined within Article 1.0 – Contracting Procedures, Article 2.0 – General Conditions, Article 3.0 Special Conditions and Article 4.0 Specifications and Bid Plans. Any work, materials, or equipment that may be reasonable inferred, as being required to produce the intended result will be provided whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Use of these Special Conditions in conjunction with related Contract Documents to establish the total requirements of the project. The CONTRACTOR shall obtain all required documents and have them available during the execution of work.

3.2.1 EXISTING CONDITIONS

Prior to starting work on the project, the CONTRACTOR shall walk the project site in the areas scheduled for work with the ENGINEER to discuss conditions that may affect the work being performed. These conditions may include: fencing, walls, berms, driveways, existing structures, buried utilities and other existing improvements (collectively surface improvements) that are to remain on both public and private property. The ENGINEER may record the existing conditions and/or features using a video camera for future reference and/or comparisons prior to final project acceptance.

If, in the opinion of the ENGINEER, there is sufficient operating space to perform the work in a reasonable manner without disturbing, destroying and/or removing existing improvements, the CONTRACTOR shall perform the work without disturbing, destroying and/or removing said improvements. In no event shall the CONTRACTOR remove trees, shrubs, vines, or other items without receiving prior approval (in writing) of the ENGINEER.

The CONTRACTOR shall make every effort to prevent or limit damage to surface improvements within or adjacent to the work area. The CONTRACTOR is responsible for protecting or

restoring all such surface improvements to their original or improved condition. Any of these surface improvements damaged by the CONTRACTOR shall be replaced by the CONTRACTOR at his/her own expense.

3.2.2 SALES TAX

Sales Tax shall not be paid for materials purchased for use on this project.

3.2.3 WORKING HOURS

The CONTRACTOR shall restrict working hours to between 7:00 A.M. and 7:00 P.M. on normal City of Evans business days unless prior approval has been obtained from the City.

3.2.4 PROJECT WARRANTY

The CONTRACTOR shall provide a two-year warranty for all construction beginning on the date of initial acceptance. All work that fails or deteriorates during the first or second year shall be replaced under this warranty. There will be no additional cost to the CITY for material, equipment, labor and/or traffic control for warranty work. Warranty work shall be completed in accordance with these contract specifications within 30 days of written notification by the CITY.

3.2.5 MATERIALS, MANUFACTURER'S CERTIFICATES & RECOMMENDATIONS

Shop drawings or samples required by these specifications shall be submitted before confirmation of orders.

Certifications by the manufacturer that the material or equipment conforms to all applicable requirements shall be submitted. These certifications shall reference the standard specifications with which compliance is required.

Shop drawings shall be submitted in triplicate to the ENGINEER and shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

The ENGINEER shall return shop drawings to the CONTRACTOR within 14 days from the time of receipt. If they are returned noted "disapproved," they shall be re-submitted with necessary revisions and the 14-day review period again shall be required.

The CONTRACTOR shall maintain a set of reviewed shop drawings in good order at the site of work. Said drawings shall be available to the ENGINEER.

3.2.6 EROSION AND DUST CONTROL

The CONTRACTOR is responsible for the control of erosion and dust within the project limits. The contractor will be solely responsible for executing the permit requirements and for all record keeping and reporting requirements. Dust shall be controlled at all times in accordance with applicable regulations and as directed by the Engineer.

3.2.7 CONSTRUCTION WATER

Construction water shall consist of providing a water supply sufficient for the needs of the project and the hauling and applying of all water required. The CONTRACTOR SHALL NOT use water from local residences for construction purposes or to provide water to laborers.

The CONTRACTOR is encouraged to use water obtained from the Evans Ditch whenever possible. Contact the City of Evans Public Works Department to arrange for use of Evans Ditch water. Evans Ditch water may not be available at the time of construction.

The CONTRACTOR shall make arrangements for and provide all necessary water for his construction operation and domestic use at his own expense. The CONTRACTOR shall secure

permission from the water utility and notify the ENGINEER and Fire Department/District before obtaining water from the fire hydrants.

If the CONTRACTOR purchases water from a water utility at a fire hydrant on or near the project, he shall make all arrangements at his own expense and payment made direct to the water utility as agreed upon. The CONTRACTOR shall follow all rules and regulations of the respective district. Use only special hydrant-operating wrenches to open hydrants. Make certain that the hydrant valve is open "full" since cracking the valve causes damaged to the hydrant. If any hydrants are damaged, the CONTRACTOR will be held responsible and shall immediately notify the appropriate agencies so that all damages can be repaired as quickly as possible. Fire hydrants shall be completely accessible to the Fire Department/District at all times. Upon completion of the work, the CONTACTOR shall remove all temporary piping from the facilities.

The CONTRACOR shall meet all applicable requirements of OSHA, state, and other governing agencies pertaining to sanitary facilities for workers. No separate payment will be made for construction water. All of the CONTRACTOR's costs of whatsoever nature shall be included in all associated Bid Items on the bid schedule.

3.2.8 REMOVALS

The CONTRACTOR shall be responsible for locating sites and making arrangements for disposal of all materials removed from the site. The CONTRACTOR's handling and disposition of excavation material shall be to a disposal site designated and/or approved by the ENGINEER. This includes concrete, asphalt, unsuitable or unstable sub-grade material, and any other trash, rubbish, or debris generated as a result of the construction. No trash, rubbish, or debris shall be allowed on the lawns of local residences by the CONTRACTOR's work force. No separate payment will be made for disposal of excavation material generated. This disposal shall be considered incidental to the construction and all costs thereof shall be included in various unit CONTRACT process.

3.2.9 SAMPLES AND TESTING

All testing, if required, shall be completed by an independent testing laboratory selected or approved by the City and hired by the CONTRACTOR.

3.2.10 SUBCONTRACTORS

All subcontractors are subject to approval by the CITY.

3.2.11 MINOR ITEMS OF CONSTRUCTION

Minor items of construction that do not have a bid item provided will not be paid for separately. The costs of these items shall be merged with unit prices shown on the bid form.

3.2.12 CLEANING DURING CONSTRUCTION

During execution of work, the CONTRACTOR shall clean the sites, adjacent properties, and public access roadways on a daily basis at a minimum or as directed by the ENGINEER and shall dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. The CONTRACTOR shall wet down dry materials and rubbish to lay dust and prevent blowing dust.

The CONTRACTOR shall provide containers for collection and disposal of waste materials, debris, and rubbish.

The CONTRACTOR shall cover or wet loads of excavated material leaving the site or of material being imported to prevent blowing dust. The CONTRACTOR shall also clean the public access roadways to the site of any material falling from the trucks or equipment.

The CONTRACTOR shall clean debris from pipelines and manhole structures, as necessary and as directed by the ENGINEER.

3.2.13 FINAL CLEANUP

At the completion of the work and immediately prior to final inspection, the CONTRACTOR shall remove from the Construction Site all temporary structures and all materials, equipment, and appurtenances not required a part of, or appurtenant to, the completed work. The CONTRACTOR shall notify the CITY when final cleanup is ready for inspection.

The CONTRACTOR shall repair, patch, and touch-up marred surfaces to specified finish to match adjacent surfaces.

The CONTRACTOR shall broom-clean paved surfaces and rake clean other surfaces of ground as necessary and as directed by the ENGINEER.

3.3 PROJECT SCHEDULE AND SEQUENCE

It is the intent of the CITY to award this project as soon as possible after receiving bids. After Notice to Proceed, the CONTRACTOR will complete the work within the timeframe as established in Section 1.5.2 Bid Proposal of these Contract Documents.

At the Pre-Construction Conference, the CONTRACTOR shall submit their baseline construction schedule for review and discussion. This schedule shall clearly present the key milestones of the project and outlining the overall sequencing of work. After acceptance, the CONTRACTOR will maintain the schedule and update the CITY as required throughout the project.

3.4 PROJECT COORDINATION

The CONTRACTOR is responsible for contracting and coordinating with all project affected stakeholders. These affected stakeholders may include:

- Property Owners
- Utility Companies (a listing of utilities within the project area is provided in the Project Specifications)
- Weld County

It is the responsibility of the CONTRACTOR to field verify locations of utilities prior to initiating construction. In addition, any street closures must be properly coordinated with any and/or all the affected stakeholders listed above.

3.5 MEASUREMENT AND PAYMENT

3.5.1 GENERAL

All materials will be measured and paid for in accordance with the Contract Documents. All material shall arrive at the job site with load or batch tickets indicating time loaded or batched, material type, material quantity, and date. A copy of the tickets shall be given to the ENGINEER on site the day the material arrives. Material delivered and placed without a load ticket will not be paid for. The CITY will not pay for any material if the load ticket indicates that the vehicle and its load exceeded the legal weight limit for the vehicle type.

All work performed and all materials furnished shall conform to the requirements, including tolerances, provided within the Contract Documents.

The CONTRACTOR is responsible for providing a product to be in conformance with the Governing Document. The suitability of the finished product will be determined by the ENGINEER. A finished product that is not found suitable by the ENGINEER may be subject to:

1. Disapproval and subsequent removal and replacement of the material/product at the CONTRACTOR'S expense.
2. A reduction in pay as discussed with the ENGINEER. Only the ENGINEER will determine suitability for material/products related to this project.
3. The ENGINEER allows questionable material/product to remain in place with the CONTRACTOR providing some type of remedial action to make the material/product suitable. The type of remedial action to be used will be determined by the ENGINEER and paid for by the CONTRACTOR.
4. The addition of an extended warranty for questionable material/product to allow further review to determine suitability and any further action by CONTRACTOR at end of warranty period.

The measurement and payment for this project shall be as written specifically for this project and included in this Article of the Contract Document and the Measurement and Payment specification section 01025.

The work performed under this Agreement shall be paid for on a unit price basis as outlined in Article 1.0 – Bid Schedule. The quantities provided on the Article 1.0 – Bid Schedule are only estimates of the actual quantities of the work to be performed, and are only included for informational purposes. The CITY reserves the right to alter and/or eliminate any item of work. Modifications, if any, will be made by Change Order.

Unless otherwise provided for specifically in this section, all lump sum bid items will be paid for upon completion of all work associated with the lump sum bid item.

All costs incurred shall comply with the provisions of the Contract Documents and shall be included in the lump sum price bid for the associated items in the proposal. Except as may be otherwise stipulated, no material, labor, or equipment will be furnished by the CITY.

3.5.2 MEASUREMENTS

- A. Refer to Section 01025 MEASUREMENT AND PAYMENT
- B. No measurement for payment shall be made for any of the work, materials and equipment required for mobilization. A lump sum payment will be made.
- C. The work to be paid will be as identified within Article 1.0 – Bid Proposal to perform work, including but not limited to, the furnishing and installation of all components and accessories, in accordance with the Contract Documents.
- D. No separate measurement shall be made for fittings and accessories necessary to install bid items.
- E. No measurement for payment shall be made for removal or replacement of materials and/or existing features damaged by the CONTRACTOR in his operation.

3.5.3 PAYMENTS

- A. The work covered by the Contract Documents is as follows:

See Section 3.1.1 DESCRIPTION OF WORK

- B. Refer to Section 01025 MEASUREMENT AND PAYMENT
- C. No separate payment shall be made for fittings and accessories necessary to install bid item.
- D. Mobilization & demobilization payment will be made as the work progresses. Fifty percent (50%) of the lump sum bid price will be paid at the time of the first monthly progress payment. An additional thirty percent (30%) will be paid when one-half the original contract is earned separately on each of the bid schedules. The remaining twenty percent (20%) will be paid upon final acceptance of the project. The total amount for mobilization shall not exceed five percent (5%) of the total bid.
- E. Payment for the Bid Item other than mobilization & demobilization shall include full compensation for, but is not limited to, all materials, labor, supplies, transportation, disposal, equipment required to complete the work in accordance with the Contract Documents.
- F. No separate payment shall be made for fittings and accessories necessary to install bid item.
- G. CONTRACTOR will not be reimbursed for the retesting of any materials that fail, or due to inclement weather, or for any other reason. All samples required for testing will be provided by the CONTRACTOR and at no cost to the OWNER.
- H. Excess excavation shall be disposed of off-site and shall not be paid for separately.
- I. All samples required for testing will be provided by the CONTRACTOR and at no cost to the OWNER.

3.6 FEMA REQUIREMENTS

3.6.1 PROVISION FOR TERMINATION OF CAUSE AND CONVENIENCE

Termination for convenience" is the exercise of a subgrantee's right to completely or partially terminate the contractor's performance of work under a contract when it is in the subgrantee's interest. On the other hand, "termination for cause" (or "default") is the exercise of a party's right to completely or partially terminate a contract because of the other party's actual or anticipated failure to perform its contractual obligations.

3.6.2 EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

3.6.3 ANTIE-KICKBACK ACT

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

3.6.4 DAVIS-BACON ACT

Davis-Bacon Act wage rates are not required for this project.

3.6.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, 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 as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

3.6.6 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS

- A. General. The City of Evans is using Public Assistance grant funding awarded by FEMA to the City of Evans to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA-4145-PA-EVANS, FEMA requires the City of Evans to provide various financial and performance reporting.

1. It is important that the contractor is aware of these reporting requirements, as the City of Evans may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the City of Evans which, in turn, will enable the City of Evans to satisfy reporting requirements to FEMA.
 2. Failure of the City of Evans to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this contract.
- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
1. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 2. 44 C.F.R. § 13.41 (Financial Reporting)
 3. 44 C.F.R. § 13.50(b) (Reports)
 4. 44 C.F.R. § 206.204(f) (Progress Reports)
 5. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
 6. FEMA-State (or Tribal) Agreement
- C. Financial Reporting. The City of Evans is required to submit to the following financial reports to FEMA:
1. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-4145-PA-EVANS.
 2. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 3. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- D. Performance Reporting. The City of Evans is required to submit to the following financial reports to FEMA:
1. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-4145-PA-EVANS.
 2. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 3. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

3.6.7 PATENT RIGHTS AND COPYRIGHTS AND RIGHTS IN DATA

Not applicable

3.6.8 ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- A. The contractor agrees to provide the City of Evans, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3.6.9 RETENTION OF RECORDS

“Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the City of Evans, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.”

3.6.10 COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT

Clean Air Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the City of Evans and understands and agrees that the City of Evans will, in turn, report each violation as required to assure notification to the City of Evans, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the city of Evans, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

3.6.11 ENERGY EFFICIENCY

Energy Conservation. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.”

ARTICLE 4.0 PROJECT SPECIFICATIONS AND BID PLANS (attached)

**CITY OF EVANS
49TH/BRANTNER/INDUSTRIAL
SPECIAL PROVISIONS**

The following document includes the applicable Project Special Provisions and Standard Special Provisions. The Project Special Provisions supplement or modify the 2011 CDOT Standard Specifications for Road and Bridge Construction, and take precedence over the Standard Specifications and plans.

<u>Project Special Provisions</u>	<u>Date Written</u>	<u>Page</u>
Revision of Section 216 – Turf Reinforcement Mat	December 2, 2015	1
Revision of Section 310 – Full Depth Reclamation of HMA Pavement	December 2, 2015	4
Revision of Section 403 – Hot Mix Asphalt	April 28, 2016	6
Traffic Control Plan – General	December 2, 2015	9
Utilities	May 2, 2016	10
<u>Standard Special Provisions</u>	<u>Date Issued</u>	<u>Page</u>
Revision of Sections 101 and 630 – Construction Zone Traffic Control	April 30, 2015	11
Revision of Section 106 – Buy America Requirements	November 6, 2014	13
Revision of Section 106 – Certificates of Compliance and Certified Test Reports	February 3, 2011	14
Revision of Section 106 – Material Sources	October 31, 2013	15
Revision of Section 106 – Supplier List	January 30, 2014	16
Revision of Sections 106 and 412 – Surface Texture of Portland Cement Concrete Pavement	October 29, 2015	17
Revision of Sections 106, 627, and 713 – Glass Beads for Pavement Marking	May 12, 2016	20
Revision of Section 107 – Responsibility for Damage Claims, Insurance Types, and Coverage Limits	February 3, 2011	22
Revision of Section 107 – Warning Lights for Work Vehicles and Equipment	January 30, 2014	23
Revision of Section 107 – Water Quality Control (Contractor Obtained Stormwater Permit)	March 29, 2016	24
Revision of Section 108 – Delay and Extension of Contract Time	April 30, 2015	30
Revision of Section 108 – Holiday Weekend	February 18, 2016	32
Revision of Section 108 – Liquidated Damages	October 29, 2015	33
Revision of Section 108 – Notice to Proceed	July 31, 2014	34
Revision of Section 108 – Project Schedule	July 31, 2014	35
Revision of Section 108 – Subletting of Contract	January 31, 2013	41
Revision of Section 109 – Compensation for Compensable Delays	May 5, 2011	42
Revision of Section 109 – Measurement of Quantities	February 3, 2011	43
Revision of Section 109 – Measurement of Water	January 6, 2012	44
Revision of Section 109 – Scales	October 29, 2015	45
Revision of Sections 202, 627, and 708 – Pavement Marking Paint	May 12, 2016	46
Revision of Sections 203, 206, 304, and 613 – Compaction	July 19, 2012	49
Revision of Sections 206 and 601 – Maturity Meters and Concrete Form and Falsework Removal	December 18, 2015	51
Revision of Section 208 – Erosion Control	March 29, 2016	54
Revision of Section 212 – Seed	April 26, 2012	77
Revision of Section 213 – Mulching	January 31, 2013	78
Revision of Section 401 – Compaction of Hot Mix Asphalt	April 26, 2012	82
Revision of Section 401 – Temperature Segregation	February 3, 2011	83
Revision of Section 412 – Portland Cement Concrete Pavement Finishing	February 3, 2011	84
Revision of Sections 412, 601, and 711 – Liquid Membrane-Forming Compounds for Curing Concrete	May 5, 2011	85
Revision of Section 601 – Class B, BZ, D DT, and P Concrete	February 18, 2016	86
Revision of Section 601 – Concrete Batching	February 3, 2011	88
Revision of Section 601 – Concrete Finishing	February 3, 2011	89
Revision of Section 601 – Concrete Slump Acceptance	October 29, 2015	90
Revision of Section 601 – Structural Concrete Strength Acceptance	April 30, 2015	91
Revision of Sections 601 and 701 – Cements and Pozzolans	November 6, 2014	92

<u>Standard Special Provisions cntd.</u>		
Revision of Section 612 – Delineators	February 3, 2011	96
Revision of Section 630 – Retroreflective Sign Sheeting	May 8, 2014	97
Revision of Section 702 – Bituminous Materials	March 29, 2016	98
Revision of Section 703 – Aggregate for Bases	October 31, 2013	109
Revision of Section 703 – Aggregate for Hot Mix Asphalt	November 1, 2012	110
Revision of Section 703 – Concrete Aggregates	July 28, 2011	112
Revision of Section 709 – Epoxy Coated Reinforcing Bars	February 18, 2016	113
Revision of Section 712 – Water for Mixing or Curing Concrete	February 3, 2011	114
Revision of Section 713 – Epoxy Pavement Marking	January 15, 2015	115
Revision of Section 713 – Reflectors for Delineators and Median Barrier	May 2, 2013	117
Revision of Section 713 – Sign Panel Backgrounds	November 6, 2014	118
Affirmative Action Requirements – Equal Employment Opportunity	February 3, 2011	119

1
 REVISION OF SECTION 216
 TURF REINFORCEMENT MAT

DESCRIPTION

216.01 This work consists of furnishing, preparing, applying, placing, and securing turf reinforcement mats for erosion control on roadway slopes as designated in the Contract.

MATERIALS

216.02 Turf reinforcement mat (TRM) shall conform to the following:

- (a) *Turf Reinforcement Mat.* Turf reinforcement mat (TRM) shall be a rolled mat consisting of UV stabilized, corrosion resistant, non-degradable synthetic fibers, filaments, or nets processed into a permanent three-dimensional matrix of the thickness specified in Table 216-1 and 216-2. TRMs shall provide sufficient thickness, strength and void space to permit soil filling and retention, and the development of vegetation within the matrix. The class of TRM is defined by the physical and performance characteristics as specified in the following tables.

**Table 216-1
 PHYSICAL REQUIREMENTS¹ FOR TURF REINFORCEMENT MAT**

Product Class	Minimum Roll Width	Minimum Thickness ASTM D 6525	Acceptable Matrix Fill Material ²	Size of Net Opening ²
1	6.5'	0.25"	Excelsior, Straw/Coconut, Coconut, or Polymer fibers	Minimum: 0.50"x0.50" Maximum: 0.75"x0.75"
2	6.5'	0.25"	100% UV Stabilized Synthetic or Coconut Fibers	0.50"x 0.50"
3	6.5'	0.25"	100% UV Stabilized Synthetic Fibers	0.50"x 0.50"
Notes:				
¹ For TRMs containing degradable components, all property values shall be obtained on the non-degradable portion of the matting alone.				
² For TRMs with nets and fill material. Netted TRMs shall be sewn together on 1.5 inch to 2 inch centers.				

**Table 216-2
 PERFORMANCE REQUIREMENTS FOR TURF REINFORCEMENT MAT**

Product Class	Tensile Strength MD ASTM D 6818	UV Stability @ 500 Hours ASTM D 4355	Maximum Permissible Shear Stress ¹ (Vegetated) ASTM D 6460	Maximum Permissible Shear Stress ¹ (Unvegetated) ASTM D 6460
1	125 lbs/ft	80%	6.0 lbs/sf	4.0 lbs/sf
2	150 lbs/ft	80%	8.0 lbs/sf	6.0 lbs/sf
3	175 lbs/ft	80%	10.0 lbs/sf	8.0 lbs/sf
Notes:				
¹ Permissible shear stress is the minimum shear stress that a product must be able to sustain when placed on a fully vegetated channel or unvegetated without physical damage or excess soil loss. Failure is defined as ½ inch of soil loss during a 30 minute flow event in large scale testing.				

REVISION OF SECTION 216
TURF REINFORCEMENT MAT

TRMs shall be tested for physical properties and have published data from a pre-approved independent testing facility.

Large scale testing of Permissible Shear Stress will be performed by a pre-approved independent testing facility.

A sample of the staples and a copy of the manufacturer's product data showing that the product meets the Contract requirements shall be submitted for approval at the environmental preconstruction conference.

- (b) *Staples*. Staples shall be made of ductile steel wire, 0.165 inches in diameter, 8 inches long and have a 1 inch crown. "T" shaped staples will not be permitted.

CONSTRUCTION REQUIREMENTS

216.03 The Contractor shall install TRMs using the following procedure:

1. Place 3 inches of topsoil or soil amended with soil conditioning.
2. Apply half of the specified seed at the broadcast rate and rake into soil.
3. Install TRM
4. Place 1 inch of topsoil or soil amended with soil conditioning into the matrix to fill the product thickness.
5. Apply the remaining half of the specified seed at the broadcast rate and rake into soil.
6. Install soil retention blanket (Class 1) over the seeded area and TRM.

When applicable, the covering shall be unrolled with the heavyweight polypropylene netting on top and the lightweight polypropylene netting shall be in contact with the soil.

216.04 Embankment Slope Protection. TRM shall be installed on slopes as follows:

- (a) *Anchoring*. The upslope end shall be placed at a minimum of 2 feet under the road surface to form a tie-in. The TRM shall be extended out level from under the road surface until it intersects with the finished grade. The downslope end shall have a minimum 4 foot toe-in, with a slope no steeper than 2:1. See the typical section detail shown in the plans.

TRM will be anchored per the manufacturer's recommendations.

- (b) *Slope Application*. The embankment side slope shall not be steeper than 3:1 in any location where TRM is being installed, except for the toe-in.

There shall be a minimum 6 inch overlap wherever one roll of fabric ends and another begins with the uphill covering placed on top of the downhill covering. Staples shall be installed in the overlap at 12 inches on center. There shall be a minimum 4 inch overlap wherever two widths of covering are applied side by side. Staples shall be installed in the overlap at 18 inches on center.

Staple checks shall be applied on the slope every 35 feet. Each staple check shall have a 6 inch overlap and consist of two rows of staggered staples, 4 inches apart installed at 12 inches on center.

TRM shall be securely fastened to the soil by installing staples at the minimum rate shown on the plans. Staple spacing shall be reduced where required due to soil type or steepness of slope.

216.05 Maintenance. The Contractor shall maintain the TRM until all work on the Contract has been completed and accepted. Maintenance shall consist of the repair of areas where damage is due to the Contractor's operations. Maintenance shall be performed at the Contractor's expense. Repair of those areas damaged by causes not attributable to the Contractor's operations shall be repaired by the Contractor and will be paid for at the contract unit price. Areas shall be repaired to reestablish the condition and grade of the soil and seeding prior to application of the TRM.

REVISION OF SECTION 216
TURF REINFORCEMENT MAT

METHOD OF MEASUREMENT

216.06 TRMs, including staples, complete in place and accepted, will be measured by the square yard of finished surface. Allowance will not be made for overlap.

BASIS OF PAYMENT

216.07 The accepted quantities of TRM will be paid for at the contract unit price per square yard. Payment will be made under:

Turf Reinforcement Mat (Class III)

Square Yard

Preparation of seedbed, fertilizing, and seeding will be measured and paid for in accordance with Section 212. TRM and its associated blanket will be measured and paid for separately. Placing and preparation of seedbed, fertilizing, and seeding of soil under the TRM layer will be measured and paid for in accordance with Section 212. Topsoil or amended soil and seed placed on the TRM will be measured and paid for in accordance with Section 207 and 212.

REVISION OF SECTION 310
FULL DEPTH RECLAMATION OF HOT MIX ASPHALT PAVEMENT

DESCRIPTION

310.01 This work will be specified as a total processed depth up to 12 inches. This work consists of cutting the existing asphalt mat, pulverizing the full width of the existing asphalt mat, mixing the pulverized asphalt mat with the existing subgrade, existing base course, or combination thereof, to the specified depth, and grading and compacting the mixed material in accordance with and at locations as shown in the Contract.

CONSTRUCTION REQUIREMENTS

310.02 The Contractor shall develop a written method to maintain the centerline geometry, profile elevations, and cross slope of the existing roadway. The plan shall be submitted to the Engineer for approval a minimum of two weeks prior to starting work. The plan shall include, but is not limited to, the following:

1. Mobilization of equipment to haul and place material
2. The estimated length of roadway (both travel lanes) that can have existing pavement structure removed, embankment cut to new elevation, and placement of Aggregate Base Course material so that the difference in elevation between lanes is 1 inch or less at the end of the work shift
3. Contractor's plan to address repairs to soft spots

Reclamation of the existing asphalt pavement shall not commence until the Contractor has an approved design mix for Hot Mix Asphalt.

The existing asphalt mat shall be cut at neat lines as shown in the plans. The existing asphalt mat shall be pulverized, and mixed with the existing subgrade, base course, or combination thereof to a specified depth or as directed by the Engineer. A self-propelled rotary type mixing machine shall be used. Existing asphalt mat thicknesses and core information will be available upon request. The mixing machine shall make as many passes as required to uniformly mix the asphalt, subgrade, existing base course, or combination thereof to the required thickness. Mixing of the different materials shall create a homogenous mixture. The particle size of the pulverized asphalt mat shall be a minimum of 99 percent passing the 37.5 mm (1-1/2 inch) sieve. When the addition of water is necessary for initial compaction purposes, unless otherwise approved by the Engineer, it shall be added through the mixing machine with the capability to uniformly distribute water through the mixed materials to within 2 percent of the optimum moisture as determined in accordance with AASHTO T-180 Method D.

When proper mixing has been accomplished, the mixture shall then be bladed, shaped, wetted or dried, and rolled to meet a minimum of 95 percent of the maximum dry density determined in accordance with AASHTO T-180 Method D. Prior to placement of the Hot Mix Asphalt, the reclaimed material shall be trimmed to the correct elevation and slope by use of a trimmer with a 30-foot ski type device. Excess material generated from the trimming process shall be hauled and stockpiled at a location as designated in the plans or by the Engineer. Use of a motor grader for final trimming shall not be allowed. Trimming equipment used to establish the final surface elevations shall have automatic controls for transverse slope. The transverse slope controls shall be capable of maintaining the final surface within 0.1 percent of the specified slope. Variations from the subgrade plan shall not be more than 1/4 inch. The work shall be maintained and tested for conformance to these requirements immediately prior to placing additional pavement layers. An application of diluted emulsified asphalt may be required before placement of the bottom layer of hot bituminous pavement.

Compaction will be measured for the top 8-inch lift of reclaimed materials, and if appropriate for any lift below the top 8-inch lift. Density testing and materials acceptance will apply to each lift of 8 inches or less that is reclaimed and placed on the project. Acceptance Testing will be based on a random schedule of a minimum of 1/2000 square yards of reclaimed material up to 8 inches and a minimum of 1/2000 square yards of reclaimed material 8 inches and greater in depth.

The maximum time a portion of the roadway will be unpaved is seven working days unless approved by the Engineer. Joint construction and maintenance shall conform to subsection 401.16.

REVISION OF SECTION 310
FULL DEPTH RECLAMATION OF HOT MIX ASPHALT PAVEMENT

METHOD OF MEASUREMENT

310.03 Full Depth Reclamation of Hot Mix Asphalt Pavement will be measured by the square yard of roadway treated, completed and accepted.

BASIS OF PAYMENT

310.04 The accepted quantities of Full Depth Reclamation of Hot Mix Asphalt Pavement will be paid for at the contract unit price per square yard for Full Depth Reclamation of Hot Mix Asphalt Pavement.

Pay Item	Pay Unit
Full Depth Reclamation of Hot Mix Asphalt Pavement (0-8 Inches)	Square Yard
Full Depth Reclamation of Hot Mix Asphalt Pavement (8-12 Inches)	Square Yard

Payment for Full Depth Reclamation of Hot Mix Asphalt Pavement will be full compensation for all work necessary to complete the item including cutting of the existing asphalt mat, pulverizing the existing asphalt mat, mixing the pulverized asphalt mat into existing subgrade or base course, wetting and compacting the mixed pulverized asphalt mat and subgrade and/or base course, blading, shaping, trimming, haul, and water.

1
 REVISION OF SECTION 403
 HOT MIX ASPHALT

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.02 shall include the following:

The design mix for hot mix asphalt shall conform to the following:

Table 403-1					
Property	Test Method	Value For Grading			
		SX(100)			
Air Voids, percent at: N (design)	CPL 5115	3.5 – 4.5			
Lab Compaction (Revolutions): N (design)	CPL 5115	50			
Stability, minimum	CPL 5106	28			
Aggregate Retained on the 4.75 mm (No. 4) Sieve for S, SX and SG, and on the 2.36mm (No. 8) Sieve for ST and SF with at least 2 Mechanically Induced fractured faces, % minimum*	CP 45	60%			
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum	CPL 5109 Method B	80			
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30)			
Grade of Asphalt Cement, Top Layer		PG 64-28			
Voids in the Mineral Aggregate (VMA) % minimum	CP 48	See Table 403-2			
Voids Filled with Asphalt (VFA), %	AI MS-2	65 - 80			
Dust to Asphalt Ratio Fine Gradation Coarse Gradation	CP 50	0.6 – 1.2 0.8 – 1.6			
<p>Note: AI MS-2 = Asphalt Institute Manual Series 2</p> <p>Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.</p> <p>Note: Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen. Gradations for mixes with a nominal maximum aggregate size of 3/4" to 3/8" are considered a coarse gradation if they pass below the maximum density line at the #8 screen. Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.</p> <p>*Fractured face requirements for SF may be waived by RME depending on project conditions.</p>					

2
 REVISION OF SECTION 403
 HOT MIX ASPHALT

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0 percent below the mix design optimum.

Table 403-2

Nominal Maximum Size*, mm (inches)	Minimum Voids in the Mineral Aggregate (VMA)			
	***Design Air Voids **			
	3.5%	4.0%	4.5%	5.0%
37.5 (1½)	11.6	11.7	11.8	N/A
25.0 (1)	12.6	12.7	12.8	
19.0 (¾)	13.6	13.7	13.8	
12.5 (½)	14.6	14.7	14.8	
9.5 (¾)	15.6	15.7	15.8	
4.75 (No. 4)	16.6	16.7	16.8	16.9
	* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%. ** Interpolate specified VMA values for design air voids between those listed. *** Extrapolate specified VMA values for production air voids beyond those listed.			

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA. This plan shall be submitted to the Engineer and approved prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume.

A minimum of 1 percent hydrated lime by weight of the combined aggregate shall be added to the aggregate for all hot mix asphalt.

Delete subsection 403.05 and replace with the following:

403.05 The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton for the bituminous mixture.

Payment will be made under:

Pay Item	Pay Unit
Hot Mix Asphalt (Grading SX)(75)(PG 64-28)	Ton

Aggregate, asphalt recycling agent, asphalt cement, additives, hydrated lime, and all other work and materials necessary to complete each hot mix asphalt item will not be paid for separately, but shall be included in the unit price bid. No additional compensation will be considered or paid for any additional asphalt cement, plant

3
REVISION OF SECTION 403
HOT MIX ASPHALT

modifications and additional personnel required to produce the HMA as a result in a change to the mix design asphalt cement content.

When the pay item does not include the PG binder grade, asphalt cement will be measured and paid for in accordance with Section 411.

Excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately, but shall be included in the work.

TRAFFIC CONTROL PLAN - GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a) of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

The components of the TCP for this project are included in the following:

- (1) Subsection 104.04 and Section 630 of the specifications.
- (2) Standard Plan S-630-1, Traffic Controls for Highway Construction
- (3) Schedule of Construction Traffic Control Devices.
- (4) Signing Plans.
- (5) Construction phasing details.
- (6) Detour Details.

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

The City of Evans may have entered into operating agreements with one or more law enforcement organizations for cooperative activities. Under such agreements, at the sole discretion of the City, law enforcement personnel may enter the work zone for enforcement purposes and may participate in the Contractor's traffic control activities. The responsibility under the Contract for all traffic control resides with the Contractor and any such participation by law enforcement personnel in Contractor traffic control activities will be referenced in either the Special Provisions or General Notes of the plans depending on whether the Contractor is to hire local law enforcement or if the City is contracting with Colorado State Patrol for uniformed traffic control. Nothing in this Contract is intended to create an entitlement, on the part of the Contractor, to the services or participation of the law enforcement organization.

Special Traffic Control Plan requirements for this project are as follows:

During the construction of this project, traffic shall use the present traveled roadway unless identified on the plans or approved by the Engineer.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless approved by the Engineer.

At least one week prior to starting construction, the Contractor shall notify the City of Evans Project Engineer of the date the Contractor intends to start construction.

The Contractor shall place portable message sign panels 7 days in advance of construction operations commencing to notify the public of the closure date of the roadway.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

1
UTILITIES

Known utilities within the limits of this project are:

- Atmos Energy
- Central Weld County Water District
- Century Link Communications*
- City of Evans
- DCP Midstream
- Noble Energy
- Xcel Energy
- Comcast Cable

* Century Link has an underground telephone line within the limits of work. The contractor shall investigate the horizontal and vertical alignment of the Century Link line before installing the Turf Reinforcement Mat. If it is determined that a conflict is present, the contractor shall immediately contact the engineer and shall not install Turf Reinforcement Mat until the conflict is resolved.

The following utilities are within the limits of this project but are not expected to be involved:

- Comcast Cable
- Atmos Energy
- Central Weld County Water District
- City of Evans
- DCP Midstream
- Noble Energy
- Xcel Energy

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.11 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project.

GENERAL:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at (8-1-1) or 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The location of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

REVISION OF SECTIONS 101 AND 630
CONSTRUCTION ZONE TRAFFIC CONTROL

Sections 101 and 630 of the Standard Specifications are hereby revised for this project as follows:

In subsection 101.01 add the following:

MASH Manual for Assessing Safety Hardware

In subsection 630.01, delete the first paragraph and replace with the following:

630.01 This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs, advance warning arrow panels, flashing beacon (portable), barricades, channelizing devices, delineators, temporary traffic signals, mobile pavement marking zones, masking and unmasking existing signs in construction zones, and concrete barriers as required by the Manual on Uniform Traffic Control Devices for Streets and Highways and the Colorado Supplement thereto, in accordance with the Contract. Devices shall comply with the performance criteria contained in NCHRP Report 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices). Devices temporarily not in use shall, as a minimum, be removed from the shoulder area. Moving will include devices removed from the project and later returned to use.

In subsection 630.02, delete the second paragraph, and replace with the following:

Temporary sign support assembly shall be timber, perforated square metal tubing inserted into a larger base post or slip base or perforated metal U-channel with a slip base. The temporary sign support assembly shall conform to NCHRP (only applicable for sign support assemblies developed prior to 2011) or MASH (acceptable for all sign support assemblies), and AASHTO requirements regarding temporary sign supports during construction.

Subsection 630.02 shall include the following:

If a timber post is selected, it shall conform to the requirements of subsection 614.02.

In subsection 630.07(a), delete the first paragraph and replace with the following:

- (a) *Stackable Vertical Panels.* Stackable vertical panels shall comply with the crash test requirements contained in NCHRP Report 350 (only applicable for vertical panels developed prior to 2011) or MASH (acceptable for all vertical panels) and shall meet MUTCD requirements for vertical panels. Vertical panels shall be retroreflectORIZED with Type IV sheeting, in accordance with subsection 630.02. The stackable vertical panels shall have the following properties:

In subsection 630.07(b), delete the first paragraph and replace with the following:

- (b) *Stackable Tubular Markers.* Stackable tubular markers shall comply with the crash test requirements contained in NCHRP Report 350 (only applicable for stackable tubular markers developed prior to 2011) or MASH (acceptable for all stackable tubular markers) and shall conform to MUTCD requirements for Tubular Markers. The stackable tubular markers shall have the following properties:

In subsection 630.09, delete the second and third paragraphs, and replace with the following:

Work zone devices designated by FHWA as Category I, II, or III, shall comply with the performance criteria contained in NCHRP Report 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices). Devices designated as Category IV, including but not limited to portable or trailer-mounted devices such as flashing arrow panels, temporary traffic signals, area lighting supports, and changeable message signs are not required to meet NCHRP 350 or MASH requirements.

REVISION OF SECTIONS 101 AND 630
CONSTRUCTION ZONE TRAFFIC CONTROL

Except for Category IV devices, the Contractor shall obtain and present to the Engineer the manufacturer's written NCHRP 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices) certification for each work zone device before it is first used on the project.

In subsection 630.10(a) (3) (iii), delete the third paragraph, and replace with the following:

Groups 1 and 2 shall each be equipped with a truck-mounted Advance Warning Flashing or Sequencing Arrow Panel (C Type), and a truck mounted impact attenuator. The impact attenuator shall be located on the rearmost vehicle of each group. A separate vehicle for this attenuator may be used. Each truck-mounted impact attenuator shall be certified by the manufacturer to be able to withstand a 62 MPH impact in accordance with NCHRP 350, Test Level 3 (only applicable for truck-mounted impact attenuators developed prior to 2011) or MASH, Test Level 3 (acceptable for all truck-mounted impact attenuators). The cone setting truck and the cone pickup truck shall not be the same vehicle.

In subsection 630.16, delete the 5th paragraph.

REVISION OF SECTION 106
BUY AMERICA REQUIREMENTS

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Subsection 106.11 shall include the following:

The Contractor shall maintain a document summarizing the date and quantity of all steel and iron material delivered to the project. The document shall show the pay item, quantity of material delivered to the project, along with the quantity of material installed by the cutoff date for the monthly progress payment. The summary shall also reconcile the pay item quantities to the submitted Buy America certifications. The Contractor shall also maintain documentation of the project delivered cost of all foreign steel or iron permanently incorporated into the project. Both documents shall be submitted to the Engineer within five days of the cutoff date for the monthly progress payment. A monthly summary shall be required even if no steel or iron products are incorporated into the project during the month. The summary document does not relieve the Contractor of providing the necessary Buy America certifications of steel and or iron prior to permanent incorporation into the project.

REVISION OF SECTION 106
CERTIFICATES OF COMPLIANCE AND
CERTIFIED TEST REPORTS

Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.12, delete the second paragraph and replace it with the following:

The original Certificate of Compliance shall include the Contractor's original signature as directed above. The original signature (including corporate title) on the Certificate of Compliance, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer. It shall state that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy of the fully signed Certificate of Compliance shall be furnished to the Engineer prior to installation of material. The original shall be provided to the Engineer before payment for the represented item will be made.

In subsection 106.13, delete the second paragraph and replace it with the following:

The Certified Test Report shall be a legible copy or an original document and shall include the Contractor's original signature as directed above. The signature (including corporate title) on the Certified Test Report, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer or the independent testing laboratory. It shall state that the test results show that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy or original document of the fully signed Certified Test Report shall be furnished to the Engineer prior to installation of material. Failure to comply may result in delays to the project or rejection of the materials.

1
REVISION OF SECTION 106
MATERIAL SOURCES

Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.02 (a), delete the third paragraph and replace with the following:

The Contract will indicate whether the Department has or has not obtained the necessary County or City Zoning Clearance and the required permit from Colorado Department of Natural Resources needed to explore and remove materials from the available source. If the Department did not obtain the necessary clearances or permits, the Contractor shall obtain them. Any delays to the project or additional expenses that are incurred while these clearances or permits are being obtained shall be the responsibility of the Contractor. The Contractor shall ensure that the requirements of the permits do not conflict with the pit construction and reclamation requirements shown in the Contract for the available source.

In subsection 106.02 (b), delete the first paragraph and replace with the following:

(b) *Contractor Source.* Sources of sand, gravel, or borrow other than available sources will be known as contractor sources. The contractor source will be tested by the Department and approved by the Engineer prior to incorporation of the material into the project. If the submitted materials do not meet the contract specifications it will become the Contractor's responsibility to re-sample and test the material. The Contractor will supply the Department with passing test results from an AASHTO accredited laboratory and signed and sealed by a Professional Engineer. If requested by the Engineer, the Department will then re-sample and re-test the material for compliance to the contract specifications. The Contractor shall produce material which meets contract specifications throughout construction of the project.

The cost of sampling, testing, and corrective action by the Contractor will not be paid for separately but shall be included in the work.

1
REVISION OF SECTION 106
SUPPLIER LIST

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Subsection 106.01 shall include the following:

Prior to beginning any work the Contractor shall submit to the Engineer a completed Form 1425, Supplier List. During the performance of the Contract, the Contractor shall submit an updated Form 1425 when requested by the Engineer.

Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments.

REVISION OF SECTIONS 106 AND 412
 SURFACE TEXTURE OF PORTLAND CEMENT CONCRETE PAVEMENT

Sections 106 and 412 of the Standard Specifications are hereby revised for this project as follows:

Subsection 106.06 (a) shall include the following:

The Contractor shall submit the proposed method of PCCP texturing at the Pre-Construction conference for approval by the Engineer. The Contractor shall perform process control (PC) testing for the pavement surface texture depth in accordance with CP 77 Method B. All PC results for surface texture depth measurements shall be included in the Contractor’s QC notebook. The start of PC testing for texturing depth shall be completed within 24 hours after the first 500 linear feet of textured pavement is placed for each lane. Paving shall not proceed until results are accepted by the Engineer.

Surface texture will be considered acceptable when the average texture depth (ATD) of the panel is greater than 0.05 inch. When the ATD is less than 0.05 inches, the Contractor shall determine the area represented by this test. The area shall be determined by taking additional tests at 15 foot intervals parallel to the centerline in each direction from the affected location until two consecutive tests are found to be within the specified limits. Any surface with unacceptable texturing exceeding 25 linear feet in any lane or shoulder greater than 8 feet wide shall be diamond ground full width of the lane. Upon the second unacceptable test result, the Contractor shall notify the Engineer, in writing, the action taken to provide an acceptable surface texture.

Subsection 106.06 (b) shall include the following

The Department will perform surface texture acceptance testing in accordance with CP 77 Method B. The Department will determine the panel locations where acceptance test measurements are to be taken. One stratified random acceptance test per 2,500 linear feet or fraction thereof in each lane and shoulder wider than 8 feet shall be taken with a minimum of one test per day when the Contractor is paving.

When the Department locates areas of surface texture that do not meet the minimum ATD, the Contractor will be notified and the Contractor shall be responsible for identifying the limits of the deficient texture depth. After the Engineer approves the limits, the Contractor shall correct the deficient surface texture by diamond grinding full lane width to provide an ATD greater than 0.05 inch at no additional cost to the project. Correcting surface texture deficiencies shall occur prior to pavement smoothness testing and pavement thickness determinations.

In subsection 106.06, delete the Tining Depth element from Tables 106-2 and 106-3 and replace with the following:

Table 106-2

Element	Minimum Testing Frequency Contractor’s Quality Control
Average Texture Depth	1 per 528 linear feet in each lane and shoulder wider than 8 feet.

Table 106-3

Element	Minimum Testing Frequency Contractor’s Quality Control
Average Texture Depth	1 per 528 linear feet in each lane and shoulder wider than 8 feet.

Delete subsection 412.07 (c)

Delete subsection 412.12 (c) and (d) and replace with the following:

- (c) *Final Finish and Stationing.* The final surface of the pavement shall be uniformly textured with a broom, burlap drag, artificial turf or diamond ground in order to obtain the specified texture depth. Surface imperfections resulting from the texturing operation shall be corrected by the Contractor at no additional cost.

REVISION OF SECTIONS 106 AND 412
SURFACE TEXTURE OF PORTLAND CEMENT CONCRETE PAVEMENT

Broom, burlap drag or artificial turf texture shall be installed within 15 minutes after strike-off, or as pavement conditions allow.

Diamond grinding shall be performed using diamond blades mounted on a self-propelled machine designed for diamond grinding and texturing concrete pavement. The equipment shall have a positive means of vacuuming the grinding residue from the pavement surface, leaving the surface in a clean, near-dry condition. Diamond grinding shall not occur until the concrete has attained strength of at least 2,500 psi.

The diamond grinding process shall produce a pavement surface that is true to grade and uniform in appearance. The grooves shall be evenly spaced. Any ridges on the outside edge next to the shoulder, auxiliary, or ramp lanes greater than 3/16 inch high shall be feathered out to the satisfaction of the Engineer in a separate, feather pass operation.

The pavement surface after diamond grinding shall have no depressions or misalignment of slope in the longitudinal direction exceeding 1/8 inch in 12 feet when measured with a 12 foot straightedge placed parallel to the centerline. All areas of deviation shall be reground at no additional cost.

Stationing shall be stamped into the outside edge of the pavement, as shown on the plans.

Delete subsection 412.14 and replace with the following:

412.14 Curing. Immediately after the finishing operations have been completed the entire surface and exposed sides of the newly placed concrete, shall be sprayed uniformly with a curing compound meeting the requirements of ASTM C309, Type 2. The ASTM C309 Type 2 curing compound shall be volatile organic content (VOC) compliant.

The curing compound shall be applied within 10 minutes after the final finish has been applied. Failure to cover the surface of the concrete within 10 minutes shall be cause for immediate suspension of the paving operations.

An initial application of curing compound shall be applied under pressure by mechanical sprayers at the rate of not less than 1 gallon per 180 square feet of pavement surface. A second application of curing compound shall be applied within 30 minutes after the initial application. The second application rate shall be not less than 1 gallon per 180 square feet of pavement surface. Alternatively, the Contractor may apply the curing compound in one application of not less than 1 gallon per 120 square feet. Additional curing compound shall be applied as needed to ensure that 100 percent of the pavement is covered. The spraying equipment shall be fully automated, equipped with a tank agitator, and a wind guard. During application, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle and the compound shall be stirred continuously by effective mechanical means. Hand spraying of irregular widths or shapes and surfaces exposed by removal of forms will be permitted. Curing compounds shall not be applied to the inside faces of joints to be sealed.

Should the curing film become damaged from any cause, within 72 hours after concrete placement, except for Class E concrete open to traffic, the damaged portions shall be repaired immediately with additional curing compound, payment for which shall be at the Contractor's expense.

The sides of pavement slabs shall be immediately sprayed with curing compound when the forms are removed.

Delete subsection 412.18(2) and replace with the following:

(2) Corrective work for texturing.

REVISION OF SECTIONS 106 AND 412
SURFACE TEXTURE OF PORTLAND CEMENT CONCRETE PAVEMENT

Delete subsection 412.22 and replace with the following:

412.22 Opening to Traffic. The pavement shall not be opened to traffic until the concrete has achieved a compressive strength of 3000 psi. Concrete compressive strength shall be determined by maturity meters. Prior to opening the pavement to traffic the roadway shall be cleaned, as approved.

Prior to placement of concrete whose strength will be determined with maturity meters, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69. The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meters and wires. At a minimum a maturity meter will be placed at a minimum of once per day and then once per 5,000 square yards. Placement shall be as directed by the Engineer.

For placements with multiple maturity meters, the lowest compressive strength shall determine when the pavement may be opened to traffic.

If a maturity meter fails, is tampered with, is destroyed or was not placed, the section of pavement represented by the maturity meter shall remain closed to traffic for a period of 28 days. The Contractor may choose at his own expense to core the section of pavement represented by the maturity meter. Cores will be obtained and tested according to CP 65. Cores will be a minimum of 4 inches in diameter. A minimum of three cores in a two square foot area will be obtained. If the compressive strength of any one core differs from the average by more than 10 percent that compressive strength will be deleted and the average strength will be determined using the compressive strength of the remaining two cores. If the compressive strength of more than one core differs from the average by more than 10 percent the average strength will be determined using all three compressive strengths of the cores. To open the section of pavement, the average compressive strength of the cores shall be a minimum of 3,000 psi.

In subsection 412.24 (a) delete the second paragraph and replace with the following:

The price per square yard of Concrete Pavement shall be full compensation for furnishing and placing all materials, including any dowels, tie bars, joint materials, texturing, sawing, finishing, and rumble strips.

REVISION OF SECTIONS 106, 627 AND 713
GLASS BEADS FOR PAVEMENT MARKING

Sections 106, 627, and 713 are hereby revised for this project as follows:

Subsection 106.11 shall include the following:

All post-consumer and industrial glass beads for pavement marking shall have been manufactured from North American glass waste streams in the United States of America. The bead manufacturer shall submit a COC in accordance with subsection 106.12 confirming that North American glass waste streams were used in the manufacture of the glass beads.

Subsection 627.06 (c) shall include the following:

Glass beads shall be applied into the thermoplastic pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 713.08, delete the first and third paragraphs and replace with the following:

713.08 Glass Beads for Pavement Marking. Glass beads for pavement marking shall conform to AASHTO M 247, except for the following:

(1) Gradation:

U.S. Mesh	Microns	% Passing	
		Epoxy and MMA	Waterborne, Low VOC and High Build
16	1180	90-100	100
18	1000	65-80	97-100
20	850		85-100
30	600	30-50	50-70
40	425		10-35
50	300	0-5	0-10
80	180		0-5

- (2) Roundness: All beads shall meet a minimum of 80 percent true spheres in accordance with the Office of Federal Lands Highways FLH T520 or a computerized optical testing method.
- (3) Color / Clarity: Beads shall be colorless, clear, and free of carbon residues.
- (4) Refractive Index: Minimum 1.51 by oil immersion method.
- (5) Air Inclusions: Less than 5 percent by visual count.
- (6) Coatings: Per manufacturer’s recommendation for optimum adhesion and embedment.
- (7) Chemical Resistance: Beads shall be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 of the TT-B Federal Spec.1325D.
- (8) For Epoxy Pavement Marking, a minimum of 40 percent of the total weight shall be manufactured using a molten kiln direct melt method. For Waterborne and Low VOC Paint, a minimum of 15 percent of the total weight shall be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads shall be above the 600 μm (#30) sieve.

REVISION OF SECTIONS 106, 627 AND 713
GLASS BEADS FOR PAVEMENT MARKING

- (9) Glass beads used for any type of pavement marking shall not contain more than 75 parts per million (ppm) arsenic, 75 ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method

REVISION OF SECTIONS 107
RESPONSIBILITY FOR DAMAGE CLAIMS,
INSURANCE TYPES AND COVERAGE LIMITS

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 107.15(c) and replace it with the following:

- (c) Each insurance policy shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor. The Contractor shall forward to the Engineer any such notice received within seven days of the Contractor's receipt of such notice.

REVISION OF SECTIONS 107
WARNING LIGHTS FOR WORK VEHICLES AND EQUIPMENT

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.06 (b) shall include the following:

All work vehicles and mobile equipment shall be equipped with one or more functioning warning lights mounted as high as practicable, which shall be capable of displaying in all directions one or more flashing, oscillating, or rotating lights for warning roadway traffic. The lights shall be amber in color. The warning lights shall be activated when the work vehicle or mobile equipment is operating within the roadway, right of way or both. All supplemental lights shall be SAE Class 1 certified.

1
 REVISION OF SECTION 107
 WATER QUALITY CONTROL
 (CONTRACTOR OBTAINED STORMWATER PERMIT)

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 107.25 and replace with the following:

107.25 Water Quality Control. The project work shall be performed using practices that minimize water pollution during construction. All the practices listed in (b) below shall be followed to minimize the pollution of any State waters, including wetlands.

(a) Definitions.

1. Areas of Disturbance (AD). Locations where any activity has altered the existing soil cover or topography, including vegetative and non-vegetative activities during construction.
2. Construction Site Boundary/Limits of Construction (LOC). The project area defined by the Stormwater Construction Permit.
3. Discharge of Pollutants. One or more pollutants leaving the LOC or entering State waters or other conveyances.
4. Limits of Disturbed Area (LDA). Proposed limits of ground disturbance as shown on the Plans.
5. Pollutant. Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand, or any industrial, municipal, or agricultural waste, as defined in the Colorado Code of Regulations (CCR) [5 CCR 1002-61, 2(76)]
6. Pollution. Man-made, man-induced, or natural alteration of the physical, chemical, biological, and radiological integrity of water. [25-8-103 (16), CRS]
7. State waters. Defined in subsection 101.77.

(b) Construction Requirements.

1. The Contractor shall comply with the “Colorado Water Quality Control Act” (Title 25, article 8, CRS), the “Protection of Fishing Streams” (Title 33, Article 5, CRS), the “Clean Water Act” (33 USC 1344), regulations promulgated, certifications or permits issued, and to the requirements listed below. In the event of conflicts between these requirements and water quality control laws, rules, or regulations of other Federal, or State agencies, the more restrictive laws, rules, or regulations shall apply.
2. If the Contractor determines construction of the project will result in a change to the permitted activities or LDA, the Contractor shall detail the changes in a written report to the Engineer. Within five days after receipt of the report, the Engineer, after coordination with Region Planning and Environmental Manager (RPEM), will approve or reject in writing the request for change, or detail a course of action including revision of existing permits or obtaining new permits.
3. If construction activities result in noncompliance of any permit requirement, the project will be suspended and the permitting agency notified, if required. The project will remain suspended until the Engineer receives written approval by the permitting agency.
4. The Contractor is legally required to obtain all permits associated with specific activities within, or off the Right of Way, such as borrow pits, concrete or asphalt plant sites, waste disposal sites, or other facilities. It is the Contractor’s responsibility to obtain these permits. The Contractor shall consult with the Engineer,

REVISION OF SECTION 107
WATER QUALITY CONTROL
(CONTRACTOR OBTAINED STORMWATER PERMIT)

and contact the Colorado Department of Public Health and Environment (CDPHE) or other appropriate federal, state, or local agency to determine the need for any permit.

5. The Contractor shall conduct the work in a manner that prevents pollution of any adjacent State waters. Erosion control work shall be performed in accordance with Section 208, this subsection, and all other applicable parts of the Contract.
6. Prior to the Environmental Pre-construction Conference the SWMP Administrator, identified in subsection 208.03(c), shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharges associated with construction activities. The list of potential pollutants shall be continuously updated during construction. At a minimum, each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges and identified in the SWMP, if found to have such potential:
 - (1) All exposed and stored soils
 - (2) Vehicle tracking of sediments
 - (3) Management of contaminated soils
 - (4) Vehicle and equipment maintenance and fueling
 - (5) Outdoor storage activities (building materials, fertilizers, chemicals, etc.)
 - (6) Significant dust or particle generating processes
 - (7) Routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.
 - (8) On site waste management practices (waste piles, dumpsters, etc.)
 - (9) Dedicated asphalt and concrete batch plants
 - (10) Concrete truck and equipment washing, including the concrete truck chute and associated fixtures and equipment
 - (11) Concrete placement and finishing tool cleaning
 - (12) Non-industrial waste sources that may be significant, such as worker trash and portable toilets
 - (13) Loading and unloading operations
 - (14) Other areas or procedures where spills could occur

The SWMP Administrator shall record the location of potential pollutants on the site map. Descriptions of the potential pollutants shall be added to the SWMP notebook.

At or prior to the Environmental Pre-construction Conference the Contractor shall submit a Spill Response Plan for any petroleum products, chemicals, solvents, or other hazardous materials in use, or in storage, at the work site. See subsection 208.06(c) for Spill Response Plan requirements. Work shall not be started until the plan has been submitted to and approved by the Engineer.

REVISION OF SECTION 107
WATER QUALITY CONTROL
(CONTRACTOR OBTAINED STORMWATER PERMIT)

On site above ground bulk storage containers with a cumulative storage shell capacity greater than 1,320 U.S. gallons, or storage containers having a "reasonable expectation of an oil discharge" to State waters, are subject to the Spill Prevention, Control and Countermeasure Plan (SPCC) Rule. Oil of any type and in any form is covered, including, but not limited to: petroleum; fuel oil; sludge; oil refuse; oil mixed with wastes other than dredged spoil. EPA Region 8 is responsible for administering and enforcing the SPCC plan requirements in Colorado. Prior to start of work, the Contractor shall submit a SPCC Form which has been approved by the EPA for the project.

7. The Contractor shall obtain a Construction Dewatering (CDW) permit from CDPHE anytime uncontaminated groundwater, including groundwater that is commingled with stormwater or surface water, is encountered during construction activities and the groundwater or commingled water needs to be discharged to State waters. If contaminated groundwater is encountered, a Remediation permit may be needed from CDPHE in accordance with Section 250.
8. Water from dewatering operations shall not be directly discharged into any State waters, unless allowed by a permit. Water from dewatering shall not be discharged into a ditch unless:
 - (1) Written permission is obtained from the owner of the ditch.
 - (2) It is covered in the approved CDW or Remediation permit that allows the discharge.
 - (3) A copy of this approval is submitted to the Engineer. A copy of the Permit shall be submitted to the Engineer prior to dewatering operations commencing.

If the site is covered by a Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) and the following conditions are met, a separate CDW permit will not be required for discharge to the ground:

- (1) The source is identified in the Stormwater Management Plan (SWMP) as updated by the SWMP Administrator.
- (2) The SWMP describes and locates the practices implemented at the site to control stormwater pollution from the dewatering of groundwater or stormwater.
- (3) The SWMP describes and locates the practices to be used that will ensure that no groundwater from construction dewatering is discharged from the LOC as surface runoff or to surface waters or storm sewers.
- (4) Groundwater and groundwater combined with stormwater do not contain pollutants in concentrations exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42.

If surface water are diverted around a construction area and no pollutants are introduced during the diversion, a CDW Permit is not required. If the diverted water enters the construction area and contacts pollutant sources (e.g. disturbed soil, concrete washout, etc.), the Contractor shall obtain a CDW permit for the discharge of this water to State waters or to the ground.

Construction Dewatering may be discharged to the ground on projects that are not covered by a CDPS-SCP if the conditions of the CDPHE's low risk guidance document for Discharges of Uncontaminated Groundwater to Land are met. The conditions of this guidance are:

- (1) The source of the discharge is solely uncontaminated groundwater or uncontaminated groundwater combined with stormwater and does not contain pollutants in concentrations that exceed water quality standards for groundwater referenced above.

REVISION OF SECTION 107
WATER QUALITY CONTROL
(CONTRACTOR OBTAINED STORMWATER PERMIT)

- (2) Discharges from vaults or similar structures shall not be contaminated. Potential sources of contamination include process materials used, stored, or conveyed in the structures, or introduced surface water runoff from outside environments that may contain oil, grease, and corrosives.
- (3) The groundwater discharge does not leave the project boundary limits where construction is occurring.
- (4) Land application is conducted at a rate and location that does not allow for any runoff into State waters or other drainage conveyance systems, including but not limited to streets, curb and gutter, inlets, borrow ditches, open channels, etc.
- (5) Land application is conducted at a rate that does not allow for any ponding of the groundwater on the surface, unless the ponding is a result of implementing BMPs that are designed to reduce velocity flow. If the BMPs used result in ponding, the land application shall be done in an area with a constructed containment, such as an excavation or berm area with no outfall. The constructed containment shall prevent the discharge of the ponding water offsite as runoff.
- (6) A visible sheen is not evident in the discharge.
- (7) BMPs are implemented to prevent any sediment deposited during land application from being transported by stormwater runoff to surface waters or other conveyances.
- (8) All BMPs used shall be selected, installed, implemented, and maintained according to good Engineering, hydrologic and pollution control practices. The selected BMPs shall provide control for all potential pollutant sources associated with the discharge of uncontaminated groundwater to land. The discharge shall be routed in such a way that it will not cause erosion to land surface. Energy dissipation devices designed to protect downstream areas from erosion by reducing the velocity of flow (such as hose attachments, sediment and erosion controls) shall be used when necessary to prevent erosion.

Discharged water shall be drained slowly so that it soaks into the ground without running outside the project boundary or causing flooding issues. The discharge shall be routed in such a way that it will not contact petroleum products or waste.

9. At least 15 days prior to commencing dredging or fill operations in a watercourse, the Contractor shall provide written notification to owners or operators of domestic or public water supply intakes or diversion facilities, if these facilities are within 20 miles downstream from the dredging or fill operations. Notification shall also be given to Owners or operators of other intakes or diversions that are located within five miles downstream from the site of the project. Identities of downstream owners and operators can be obtained from Colorado Division of Water Resources, Office of the State Engineer.
10. Temporary fill into wetlands or streams will not be allowed, except as specified in the Contract and permits. If such work is allowed, upon completion of the work all temporary fills shall be removed in their entirety and disposed of in an upland location outside of flood plains unless otherwise specified in the Contract.
11. Construction operations in waters of the United States as defined in 33 CFR Part 328.3, including wetlands, shall be restricted to areas and activities authorized by the U.S. Army Corps of Engineers as shown in the Contract. Forging waters will be allowed only as authorized by the U.S. Army Corps of Engineers 404 Permit.
12. Wetland areas outside of the permitted limits of disturbance shall not be used for storage, parking, waste disposal, access, borrow material, or any other construction support activity.

REVISION OF SECTION 107
WATER QUALITY CONTROL
(CONTRACTOR OBTAINED STORMWATER PERMIT)

13. Pollutant byproducts of highway construction, such as concrete, asphalt, solids, sludges, pollutants removed in the course of treatment of wastewater, excavation or excess fill material, and material from sediment traps shall be handled, stockpiled, and disposed of in a manner that prevents entry into State waters, including wetlands. Removal of concrete waste and washout water from mixer trucks, concrete finishing tools, concrete saw and all concrete material removed in the course of construction operations or cleaning shall be performed in a manner that prevents waste material from entering State waters. A minimum of ten days prior to the start of the construction activity, the Contractor shall submit in writing a Method Statement for Containing Pollutant Byproducts to the Engineer for approval.
14. The use of chemicals such as soil stabilizers, dust palliatives, herbicides, growth inhibitors, fertilizers, deicing salts, etc., shall be in accordance with the manufacturer's recommended application rates, frequency, and instructions.
15. All materials stored on-site shall be stored in a neat, orderly manner, in their original containers, with the original manufacturer's label. Materials shall not be stored in a location where they may be carried into State waters at any time.
16. Spill prevention and containment measures conforming to subsection 208.06 shall be used at storage, and equipment fueling and servicing areas to prevent the pollution of any State waters, including wetlands. All spills shall be cleaned up immediately after discovery, or contained until appropriate cleanup methods can be employed. Manufacturer's recommended methods for spill cleanup shall be followed, along with proper disposal methods. When required by the Colorado Water Quality Control Act, Regulation 5 CCR 1002-61, spills shall be reported to the Engineer and CDPHE in writing.
17. The Contractor shall prevent construction activities from causing grass or brush fires.
18. The construction activities shall not impair Indian tribal rights, including, but not limited to, water rights, and treaty fishing and hunting rights.
19. Prior to start of work, the Contractor shall certify in writing to the Engineer that construction equipment has been cleaned prior to initial site arrival. Vehicles and equipment shall be free of soil and debris capable of transporting noxious weed seeds or invasive species onto the site. Additional equipment required for construction shall also be certified prior to being brought onto the project site.
20. Vehicles which have been certified by the Contractor as having been cleaned prior to arrival on site may be cleaned on site at an approved area where wash water can be properly contained. Vehicles leaving and reentering the project site shall be recertified.
21. At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers.
22. Construction waste that is considered a pollutant or contaminant shall be collected and disposed of in appropriate containers. This material may be stockpiled on the project when it is contained or protected by an appropriate BMP.

(c) Measurement and Payment.

1. All the work listed in (b) above, including but not limited to dewatering, erosion control for dewatering, and disposal of water resulting from dewatering operations, including all costs for CDPHE concurrences and permits, will not be measured and paid for separately, but shall be included in the work.
2. The Contractor shall be liable for any penalty (including monetary fines) applied to the Department caused by the Contractor's noncompliance with any water quality permit or certification. Monetary fines shall be

REVISION OF SECTION 107
WATER QUALITY CONTROL
(CONTRACTOR OBTAINED STORMWATER PERMIT)

deducted from any money due to the Contractor. If the monetary fine is in excess of all the money due to the Contractor, then the Contractor shall pay to the Department the amount of such excess.

3. The Contractor will not receive additional compensation, or time extensions, for any disruption of work or loss of time caused by any actions brought against the Contractor for failure to comply with good Engineering, hydrologic and pollution control practices.
4. If a spill occurs as a direct result of the Contractor's actions or negligence, the clean-up of such spill shall be performed by the Contractor at the Contractor's expense.
5. Areas exposed to erosion by fire resulting from the Contractor's operations shall be stabilized in accordance with Section 208 by the Contractor and at the Contractor's expense.

(d) *Contractor Obtained Stormwater Construction Permit.* The Contractor shall obtain a Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) for any project work that disturbs at least 1 acre of land. The Contractor shall apply for and obtain the permit upon award of the Contract. The Contractor shall provide a copy of permit certification or the submitted CDPS-SCP application to the Engineer prior to or at Pre-construction Conference. No work shall begin until the CDPS-SCP permit has been approved from CDPHE, unless otherwise directed. A copy of the Permit and application to obtain a permit shall be placed in the project SWMP notebook.

If a Utility Company has pulled a permit for the area prior to the Contractor being on site, then the Contractor shall coordinate with the Utility Company to transfer those areas over to the Contractor prior to work commencing. The Contractor shall not commence construction until Application for Transfer of Ownership for All Permits, Certifications and Authorizations has been approved by CDPHE and submitted to the Engineer.

To initiate Partial Acceptance of the stormwater construction work (including seeding and planting required for erosion control), the Contractor shall request in writing a Stormwater Completion Walkthrough. The Engineer will set up the walkthrough and will include: the Engineer or designated representative, Superintendent or designated representative, Stormwater Management Plan (SWMP) Administrator, Region Water Pollution Control Manager (RWPCM) and Landscape Architect representing the region. Unsatisfactory and incomplete erosion control work will be identified in this walkthrough, and will be summarized by the Engineer in a punch list. The Water Quality Permit Transfer to Maintenance Punch List may be used as a template in creating the Engineer's punch list.

The Engineer will coordinate with CDOT Maintenance on regular inspections of the corrective work. The completed action items associated with the corrective work shall be shown as completed on the Punch List. Upon completion of all items shown, the Contractor shall submit the completed Punch List to the Engineer for review. Upon written approval of the Punch List, the Contractor shall submit the "Application for Transfer of Ownership for All Permits, Certifications and Authorizations" to the CDPHE requesting transfer of ownership of the CDPS-SCP to CDOT Maintenance. When requested by CDOT Maintenance and approved by the Engineer, the Permit may be transferred by the Contractor to the Resident Engineer instead of CDOT Maintenance.

Until the transfer of the permit has been approved by the CDPHE the Contractor shall continue to adhere to all permit requirements. Requirements shall include erosion control inspections, BMP installation, BMP maintenance, BMP repair, including seeded areas, and temporary BMP removal. All documentation shall be submitted to the Engineer and placed in the SWMP notebook.

All costs associated with the Contractor applying for, holding, and transferring the CDPS-SCP permit between parties will not be measured and paid for separately, but shall be included in the work in accordance with subsection 107.02.

REVISION OF SECTION 108
DELAY AND EXTENSION OF CONTRACT TIME

Section 108 of the Standard Specifications is hereby revised for this project as follows:

In subsection 108.08, delete (c) and (d) and replace with the following:

(c) *Delay*. Any event, action or factor that extends the performance period of the Contract.

1. *Excusable Delay*: A delay that was beyond the Contractor's control and was not due to the Contractor's fault or negligence. The Department may grant a contract time extension for an excusable delay.
 - A. *Compensable Delay*: A delay that the Department, not the Contractor, is responsible for entitling the Contractor to a time extension and monetary compensation. Monetary compensation for compensable delays will be made in accordance with Subsection 109.10.
 - B. *Noncompensable Delay*: An excusable delay that neither the Contractor nor the Department is responsible for that may entitle the Contractor to a contract time extension but no additional monetary compensation. Contract time allowed for the performance of the work may be extended for delays due to force majeure (i.e. acts of God, acts of the public enemy, terrorist acts, fires, floods, area wide strikes, embargoes, or unusually severe weather).
2. *Nonexcusable Delay*: A delay that was reasonably foreseeable or within the control of the Contractor for which the Department will not grant monetary compensation or a contract time extension.
3. *Concurrent Delay*. Independent delays to critical activities occurring at the same time.
 - A. The Department will not grant a time extension or additional compensation for the period of time that a non-excusable delay is concurrent with an excusable delay.
 - B. The Department may grant time but no compensation for the period of time that a non-compensable delay is concurrent with a compensable delay.

Delays in delivery of materials or fabrication scheduling resulting from late ordering, financial considerations, or other causes that could have been foreseen or prevented will be considered nonexcusable delays. However, delays caused by fuel shortage or delay in delivery of materials to the Contractor due to some unusual market condition caused by industry-wide strike, national disaster, area-wide shortage, or other reasons beyond the control of the Contractor which prevent procurement of materials or fuel within the allowable contract time limits will be considered excusable delays.

(d) *Extension of Contract Time*. The Contractor's assertion that insufficient contract time was specified is not a valid reason for an extension of contract time. For time extension requests, the Contractor shall provide a two-part submittal: part one shall consist of a written notice of the delay and part two shall consist of the Contractor's delay documentation and supporting analysis.

Part 1: The Contractor shall provide the written notice of delay within seven days of the delay occurrence. The notice shall describe the delay and include documentation substantiating the nature and cause of the delay. Failure to submit the written notice constitutes a waiver of entitlement to additional time or compensation.

Part 2: This shall be submitted within 30 days of the written notice. The Contractor shall include all documentation needed to support the time extension request. In order to request additional contract time for an unexpected delay, the Contractor shall provide a contemporaneous schedule analysis in accordance with subsection 108.03. The schedule analysis shall show that the delayed activity or activities were on the critical path or became critical due to the delay.

REVISION OF SECTION 108
DELAY AND EXTENSION OF CONTRACT TIME

The Engineer will base a determination of an allowable contract time extension on:

- (1) The current Schedule in effect at the time of the alleged delay;
- (2) The supporting documentation submitted by the Contractor;
- (3) The contemporaneous schedule analysis; and
- (4) Any other relevant information available to the Engineer.

For a time extension request resulting from a change order, the Contractor shall demonstrate the delay to the project completion date by:

- (1) Inserting a fragnet containing the change order activities into an unprogressed copy of the schedule that is current at the time of the change order;
- (2) tying the fragnet into the schedule logic; and
- (3) Recalculating the schedule.

The Department will not consider delays to activities which do not affect the performance period of the Contract as a basis for a Contract time extension. If the Engineer grants a contract time extension, the revised Contract Completion date will be in effect as though it were the original contract date.

A Contractor's failure to have an approved, or approved with comments, current project schedule in place will preclude the Department from considering a Contractor's a time extension request.

1
REVISION OF SECTION 108
HOLIDAY WEEKEND

Section 108 of the Standard Specifications is hereby revised for this project as follows:

In subsection 108.08, delete the second paragraph and replace with the following:

The Contractor shall not carry on construction operations on Saturdays, Sundays or holidays unless previously arranged and approved. The Contractor shall not perform work on any day of a three or four day holiday weekend when the holiday is New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Construction operations shall stop at 12:00 Noon the day before the start of the holiday weekend and shall commence the day after the three or four days have passed. The Contractor shall only make emergency repairs, and provide proper protection of the work and traveling public on these days.

1
 REVISION OF SECTION 108
 LIQUIDATED DAMAGES

Section 108 of the Standard Specifications is hereby revised for this project as follows:

In subsection 108.09, delete the Schedule of Liquidated Damages and replace with the following:

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000	----	7,000

1
REVISION OF SECTION 108
NOTICE TO PROCEED

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.02 and replace with the following:

108.02 Notice to Proceed. The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The "Notice to Proceed" will stipulate the date on which contract time commences. When the Contractor proceeds with work prior to that date, contract time will commence on the date work actually begins. The Contractor shall commence work under the Contract on or prior to the 15th day following Contract execution or the 30th day following the date of award, whichever comes later, or in accordance with the selected start date allowed in the special provisions.

1
 REVISION OF SECTION 108
 PROJECT SCHEDULE

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.03 and replace with the following:

108.03 Project Schedule.

(a) *Definitions.*

Activity. An activity is a project element on a schedule that affects completion of the project. An activity has a description, start date, finish date, duration, and one or more logic ties.

Activity ID. A unique, alphanumeric, identification code assigned to an activity and remains constant throughout the project.

Bar Chart. A simple depiction of a Project Schedule without relationships or supporting logic of the schedule.

Calendar. Defined work periods and no work periods that determine when project activities can occur. Multiple calendars may be used for different activities; e.g., a 5-day work-week and a 7-day work-week calendar.

Constraint. A restriction imposed in a schedule, which fixes a value that would otherwise be calculated within the schedule. Examples of values that can be fixed by a constraint include start date, end date, and completion date.

Critical Path. The sequence of activities that determines the duration of the project.

Critical Path Method Scheduling. (CPM Scheduling) is a logic-based planning technique using activity durations and relationships between activities to calculate a schedule determining the minimum total project duration.

Data Date. The starting point from which to schedule all remaining work.

Duration. The estimated amount of time needed to complete an activity.

Float. The amount of time between the earliest date an activity can start and the latest date when an activity must start ,or the earliest date an activity can finish and latest date when an activity can finish before the activity becomes critical. The time between the Project Schedule completion date and the Contract completion date is not considered float.

Gantt Chart. A time-scaled graphical display of the project's schedule.

Lag. A time-value assigned to a relationship.

Logic. Relationships between activities defining the sequence of work (See also predecessor activity and successor activity).

Milestone. An activity, with no duration used to represent an event.

Open-Ended Activity. An activity that does not have both a predecessor activity and a successor activity.

Predecessor Activity. An activity that is defined by schedule logic to precede another activity.

Relationship. The interdependence between activities.

REVISION OF SECTION 108
PROJECT SCHEDULE

Salient Feature. An item of work that is of special interest for CDOT in coordinating the project schedule but may not affect the overall completion of the project.

Successor Activity. An activity that is defined by schedule logic to follow another activity.

Time-Scaled Logic Diagram. Gantt chart that illustrates logic links depicting both schedule logic and the time at which activities are performed.

(b) *Project Schedule - General*

The Contractor shall use either Microsoft Project or Primavera Scheduling software to develop and manage a CPM Project Schedule to plan, schedule, and report the progress of the work. Prior to, or at the Pre-construction Conference, the Contractor shall notify the Engineer in writing, which scheduling software the Contractor shall use to manage the project. The Contractor's selection and use of particular scheduling software cannot be changed after the first schedule submittal. If the Contractor selects Primavera, the Contractor shall calculate the schedule using the Retained Logic scheduling option. The Department will not allow use of bar charts for the Project Schedule.

The Contractor shall submit schedules for approval by the Engineer. The purpose of these schedules is to allow the Contractor and the Department to jointly manage the work and evaluate progress. The schedules also serve to evaluate the affect of changes and delays to the scheduled project completion. Either party may require a formal schedule review meeting.

The Contractor's schedule shall consist of a time-scaled logic diagram and shall show the logical progression of all activities required to complete the work.

The Contractor shall use activity descriptions that ensure the work is easily identifiable. The Contractor shall show the no-work days in the schedule calendars.

The Contractor shall use durations for individual construction activities that do not exceed 15 calendar days unless approved by the Engineer. The Contractor may group a series of activities with an aggregate duration of five days or less into a single activity. Non-construction activities may have durations exceeding 15 working days, as approved by the Engineer.

The Contractor may include summary bars in the schedule as long as the detailed activities to complete the work are displayed.

The Contractor shall not use the following:

- (1) Negative lags
- (2) Lags in excess of 10 working days without approval by the Engineer. The Contractor's written request shall justify the need for the lag. Lags shall be identified.
- (3) Start-to-finish relationships.
- (4) Open-ended activities - every activity shall have at least one predecessor activity and at least one successor activity, except for the first and last activities in the network. If the contractor uses a start-to-start relationship to link two activities, then both of those two activities should also have successor activities linked by either a finish-to-start or a finish-to-finish relationship.
- (5) Constraints without approval by the Engineer. The Contractor's written request shall explain why the use of constraints in the schedule is necessary.

3
 REVISION OF SECTION 108
 PROJECT SCHEDULE

The Project Schedule shall show all activities required by all parties to complete the work. The Project Schedule shall include subcontracted work, delivery dates for critical material, submittal and review periods, permits and governmental approvals, milestone requirements, utility work by others and no work periods. The Contractor, its subcontractors, suppliers, and engineers, at any tier, shall perform the work according to the approved Project Schedule.

Float within the Baseline Schedule or any other Project Schedule is not for the exclusive use or benefit of either party, but is a project resource available to both parties as needed until it is depleted.

For any schedule submittal that shows completion in less than 85 percent of the Contract Time, the Contractor shall submit planned production rates in the schedule for all activities with float of 10 days or less. The Engineer may require additional methods statements for activities with float of 10 days or less.

The Engineer’s review of the schedule will not exceed 10 calendar days. The Engineer will provide the Contractor with one of the following responses within 10 days after receipt of the Project Schedule:

- (1) Approved, no exceptions taken;
- (2) Approved-as-Noted; or
- (3) Revise and Resubmit within 10 days.

The Contractor shall not assume that approval of the Project Schedule relieves the Contractor of its obligation to complete all work within the Contract Time.

(c) *Schedule Submittals.* The Contractor shall include a time-scaled logic diagram with all schedule submittals that:

- (1) Is plotted on a horizontal time-scale in accordance with the project calendar.
- (2) Uses color to clearly identify the critical path.
- (3) Is based on early start and early finish dates of activities.
- (4) For Schedule Updates and Schedule Revisions, shows actual completion dates up to but not including the data date.
- (5) Clearly shows the sequence and relationships of all activities necessary to complete the contract work.
- (6) Includes an activity block for each activity with the following information:

Activity ID	Activity Description
Original Duration	Total Float
Early start date	Early finish date
Late start date*	Late finish date*
Actual Start date^	Actual Finish date^
Calendar used on the activity	Activity Responsibility
Remaining Duration^	Duration Percent Complete^
Gantt chart (time-scaled logic diagram)	
*Required with the Preliminary and Baseline Schedule.	
^Required with the Project Schedule Update and Schedule Revision.	

REVISION OF SECTION 108
PROJECT SCHEDULE

The Contractor shall include the following with all schedule submittals:

- (1) A Job Progress Narrative Report that includes the following:
 - (i) A description of the work performed since the previous month's schedule update.
 - (ii) A description of problems encountered or anticipated since the previous month's schedule submission.
 - (iii) A description of unusual labor, shift, equipment, or material conditions or restrictions encountered or anticipated.
 - (iv) The status of all pending items that could affect the schedule.
 - (v) Explanations for milestones forecasted to occur late.
 - (vi) Scheduled completion date status and any change from the previous month's submission.
 - (vii) An explanation for a scheduled completion date forecasted to occur before or after the contract completion date or contract time.
 - (viii) Schedule Delays:
 1. A description of current and anticipated delays including: Identification of the delayed activity or activities by Activity ID(s) and description(s).
 2. Delay type with reference to the relevant specification subsection.
 3. Delay cause or causes.
 4. Effect of the delay on other activities, milestones, and completion dates.
 5. Identification of the actions needed to avoid a potential or mitigate an actual delay.
 6. A description of the critical path impact and effect on the scheduled completion date in the previous month's schedule update.
 - (ix) A list of all added and deleted activities along with an explanation for the change.
 - (x) All logic and duration changes along with an explanation for the change.
- (2) A Predecessor Activity and Successor Activity report that defines all schedule logic and clearly indicates all logical relationships and constraints.
- (3) An Early Start report listing all activities, sorted by actual start/early start date.
- (4) A Float report listing all activities sorted in ascending order of available float.
- (5) A Critical Path report listing all activities not yet complete with the percent complete, sorted by float and then by early start.
- (6) A listing of all non-work days.

For all required schedule submittals, the Contractor shall submit two electronic copies on two compact disk, USB flash drive, or other media as directed by the Engineer. Electronic copies of CPM schedules shall be submitted both in the native schedule format and in "PDF" format. The Contractor shall also provide two printed copies of the CPM Schedule and all reports.

Each schedule submittal shall be appropriately labeled as a Preliminary Schedule, Baseline Schedule, Project Schedule Update, or Schedule Revision. The title bar shall include the CDOT project number, subaccount, project name, contractor name, schedule data date. If an originally submitted schedule is revised during review, the title bar shall also include a revision number (REV1, REV2, etc.) and revision date.

- (d) *Preliminary Schedule.* Within 14 days of award of the Contract, the Contractor may submit a Preliminary Schedule showing all planned activities from the Notice to Proceed through the first 60 days of the project. If the Contractor elects not to submit a Preliminary Schedule, then the Contractor shall submit a complete Baseline Schedule within 14 days of award of the Contract, which will be subject to all requirements of a Baseline submittal. The Preliminary Schedule shall not show any progress and it will be approved by the Engineer before work can commence. The Preliminary Schedule shall be used as the basis for the Baseline Schedule.

REVISION OF SECTION 108
PROJECT SCHEDULE

- (e) *Baseline Schedule.* If the Contractor elects to submit a Preliminary Schedule, within 45 days of the award of Contract, the Contractor shall submit a Baseline Schedule that includes all work activities completed within Contract Time. The Contractor shall not show progress in the Baseline Schedule. Further partial payments will not be made beyond 60 days after the start of Contract Time unless the Baseline Schedule is approved. When approved, the Baseline Schedule shall become the Project Schedule.
The Contractor shall use all information known by the Contractor at the time of bid submittal to develop the Baseline Schedule.

If the Contractor elects to submit a Baseline Schedule in lieu of a Preliminary Schedule, the Baseline Schedule shall be approved before work can commence.

- (f) *Methods Statements.* The Contractor shall submit a Methods Statement for each salient feature or as directed by the Engineer that describes all work necessary to complete the feature. The Contractor shall include the following information in the Methods Statement:
- (1) Salient feature name;
 - (2) Responsibility for the salient feature work;
 - (3) Planned work procedures;
 - (4) The planned quantity of work per day for each salient feature using the same units of measure as the applicable pay item;
 - (5) The anticipated labor force by labor type;
 - (6) The number, types, and capacities of equipment planned for the work;
 - (7) The planned time for the work including the number of work days per week, number of shifts per day, and the number of hours per shift.

- (g) *Project Schedule Update.* The Contractor shall submit a monthly update of the Project Schedule updated through the cut-off date for the monthly progress pay estimate, and a projection for completing all remaining activities. A schedule update may show a completion date that is different than the Contract completion date, after the baseline schedule is approved. Approval of this schedule shall not relieve the Contractor of its obligation to complete the work within the Contract Time. In this case, the Contractor shall provide an explanation for a late scheduled completion date in the Job Progress Narrative Report included with the schedule submittal.

When approved, the Project Schedule Update will become the Project Schedule. The Engineer will not issue a monthly progress payment if the Engineer has not received the Project Schedule Update. The Engineer will not make monthly progress payments for the months following the Project Schedule Update submission until the Engineer approves the Project Schedule Update.

When the project has a maintenance or landscape establishment period, the Engineer may waive the monthly update requirement. The Contractor shall submit a final Project Schedule Update that shows all work through the final acceptance date.

- (h) *Weekly Planning Schedule.* The Contractor shall submit, in writing, a Weekly Planning Schedule that shows the Contractor's and all Subcontractor's planned activities for a minimum of two weeks immediately following the date of submittal and actual days worked versus planned for the week prior to the date of submittal. This schedule shall include the description, duration and sequence of work activities and anticipated lane closures for the upcoming two weeks. The Weekly Planning Schedule may be a time-scaled logic diagram or other standard

6
REVISION OF SECTION 108
PROJECT SCHEDULE

format as approved by the Engineer. subsection 108.03(c) Schedule Submittal requirements for reports do not apply to the Weekly Planning Schedule.

- (i) *Schedule Revision.* A Schedule Revision is required in the event of any major change to the work. Examples of major changes are:
- (1) Significant changes in logic or methods of construction or changes to the critical path;
 - (2) Addition, deletion, or revision of activities required by contract modification order;
 - (3) Approval of a Contractor submitted Value Engineering Change Proposal;
 - (4) Delays in milestones or project completion;
 - (5) Phasing revisions, or;
 - (6) If the Engineer determines that the schedule does not reflect the actual work.

This revision shall include a description of the measures necessary to achieve completion of the work within the Contract Time. The Contractor may also need to submit revised Methods Statements. The Contractor shall provide a Schedule Revision within 10 days of written notification and shall include the diagrams and reports as described in subsection 108.03 (b) Schedule - General and (c) Schedule Submittals. In this case, the Contractor shall provide an explanation for a late scheduled completion date in the Job Progress Narrative Report included with the schedule.

Once approved, the Schedule Revision becomes the Project Schedule.

- (j) *Payment.* All costs relating to the requirements of this subsection will not be paid for separately, but shall be included in the work.

REVISION OF SECTION 108
SUBLETTING OF CONTRACT

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.01 and replace with the following:

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written permission of the Engineer. Prior to beginning any work by subcontractor, the Contractor shall request permission from the Engineer by submitting a completed Sublet Permit Application, CDOT Form No. 205. The subcontract work shall not begin until the Contractor has received the Engineer's written permission. The Contractor shall make all project related written subcontracts, agreements, and purchase orders available to the Engineer for viewing, upon request and at a location convenient to the Engineer.

The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to 30 percent or more of the total original contract amount. Any items designated in the contract as "specialty items" may be performed by subcontract. The cost of "specialty items" so performed by subcontract may be deducted from the total original contract amount before computing the amount of work required to be performed by the Contractor's own organization. The original contract amount includes the cost of material and manufactured products which are to be purchased or produced by the Contractor and the actual agreement amounts between the Contractor and a subcontractor. Proportional value of a subcontracted partial contract item will be verified by the Engineer. When a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

The calculation of the percentage of subcontracted work shall be based on subcontract unit prices.

Subcontracts or transfer of Contract shall not release the Contractor of liability under the Contract and Bond.

REVISION OF SECTION 109
COMPENSATION FOR COMPENSABLE DELAYS

In subsection 109.10, delete the first two paragraphs and replace with the following:

109.10 Compensation for Compensable Delays. If the Engineer determines that a delay is compensable in accordance with either subsection 105.22, 105.23, 105.24, or 108.08, monetary compensation will be determined in accordance with this subsection.

- (a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
 - (1) Actual wages and benefits, including FICA, paid for additional labor not otherwise included in (5) below;
 - (2) Costs for additional bond, insurance and tax;
 - (3) Increased costs for materials;
 - (4) Equipment costs calculated in accordance with subsection 109.04(c) for Contractor owned equipment and based on invoice costs for rented equipment;
 - (5) Costs of extended job site overhead;
 - (6) Costs of salaried employees not otherwise included in (1) or (5) above incurred as a direct result of the delay;
 - (7) Claims from subcontractors and suppliers at any level (the same level of detail as specified herein is required for all such claims);
 - (8) An additional 16 percent will be added to the total of items (1) through (7) as compensation for items for which no specific allowance is provided, including profit and home office overhead.

REVISION OF SECTION 109
MEASUREMENT OF QUANTITIES

Section 109 of the Standard Specifications is hereby revised for this project as follows:

In subsection 109.01, delete the 17th paragraph and replace it with the following:

Vehicles used to haul material being paid for by weight shall bear a plainly legible identification mark. Each of these vehicles shall be weighed empty daily at times directed by the Engineer. The Contractor shall furnish to the Engineer, in writing, a vehicle identification sheet that lists the following for each delivery vehicle to be used on the project:

- (1) identification mark
- (2) vehicle length
- (3) tare weight
- (4) number of axles
- (5) the distance between extreme axles
- (6) information related to legal weight, including the Permit No. and permitted weight of each vehicle for which the State has issued an overweight permit.

This information shall be furnished prior to time of delivery of the material and at any subsequent time the Contractor changes vehicles, combination vehicles, axle length relationships, or overweight permitting of vehicles.

1
REVISION OF SECTION 109
MEASUREMENT OF WATER

Section 109 of the Standard Specifications is hereby revised for this project as follows:

In subsection 109.01, delete the twenty-sixth paragraph and replace with the following:

Water may be measured either by volume or weight. Water meters shall be accurate within a range of ± 3 percent. When water is metered, the Contractor shall use an approved metering device and shall furnish the Engineer a certificate showing the meter has been accurately calibrated within the time allowed in the following schedule:

2 inch	4 years
4 inch to 6 inch	2 years
8 inch to 10 inch	1 year

1
REVISION OF SECTION 109
SCALES

Section 109 of the Standard Specifications is hereby revised for this project as follows:

In subsection 109.01, delete the 11th paragraph and replace with the following:

Materials measured or proportioned by weight shall be weighed on accurate scales. Scales shall be accurate within the allowable tolerances as prescribed by State law. The scales shall be tested for accuracy by the Colorado Department of Agriculture or an approved Colorado Department of Agriculture vendor (<https://www.colorado.gov/pacific/aginspection/scale-companies>) as least once each year, each time the scales are relocated, and as often as the Engineer may deem necessary. Scales shall be furnished by the Contractor or the Contractor may utilize commercial scales.

REVISION OF SECTIONS 202, 627 AND 708
PAVEMENT MARKING PAINT

Sections 202, 627 and 708 of the Standard Specifications are hereby revised for this project as follows:

In subsection 202.05, delete the third paragraph and replace with the following:

- (a) *Removal of temporary pavement marking on final alignment.* Temporary pavement marking paint on the approved final alignment shall be removed completely from the roadway surface at locations of permanent pavement markings as shown on the plans. The ground location shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants prior to application of final pavement marking. The Contractor shall not remove more pavement marking paint than what can be replaced with permanent pavement marking during the same working day or working period. If an event occurs that precludes the contractor from completing the work during the placement of permanent marking, the Contractor shall halt the removal operation and raised flexible pavement markers shall be placed at locations that have been removed but not marked while the pavement is drying prior to the marking application. Marking application shall resume when pavement is dry and has had no moisture for a minimum of 24 hours. Raised flexible pavement markers shall be installed with one marker at 40-foot centers.

- (b) *Removal of temporary pavement marking on transitions.* Removal of pavement marking paint on temporary transitional alignments shall be performed by grinding or water-blasting. The removal shall result in 100 percent removal of the paint and a wide swath of ground pavement surrounding the former location of the temporary paint. The width of the swath shall be as follows; the center of the swath shall be the location of the paint line:

Width of Pavement Marking to be removed	Width of Swath
≤ 8 inches	12 inches
> 8 inches	15 inches

Subsection 202.11 shall include the following:

Removal of temporary pavement marking on transitions will be measured as the actual square feet of the swath constructed for the required width. Removal of pavement marking for the permanent alignment will be measured as the actual number of square feet removed.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Pavement Marking	Square Foot
Removal of Pavement Marking (12 Inch)	Square Foot
Removal of Pavement Marking (15 Inch)	Square Foot

Raised pavement markings shall be at the Contractor's expense.

In subsection 627.04, delete the first paragraph and replace with the following:

627.04 Pavement Marking with Low Temperature Acrylic Paint and High Build Acrylic Paint. Striping shall be applied when the air and pavement temperatures are no less than 45 °F for waterborne and high-build paint, and 35°F for low temperature waterborne paint on asphalt or portland cement concrete pavements. The pavement surface shall be dry and clean, and free of all latent materials, in accordance with manufacturer recommendations. Weather conditions shall be conducive to satisfactory results.

Glass beads shall be applied into the paint by means of a low pressure, gravity drop bead applicator.

2
 REVISION OF SECTIONS 202, 627 AND 708
 PAVEMENT MARKING PAINT

In subsection 627.04 delete the table and replace it with the following:

Description		Pavement Marking Paint	
		Low Temp	High Build
Alignment	Lateral Deviation	2.0 inch per 200 foot Max	
Coverage Rate	Sq. Ft. per Gallon	89-93	67-70
Thickness	Mil	17-18	23-24
Width	Inches	Per Plans +/- 0.25	Per Plans +/- 0.25
Dry Time	Minutes	5-10	7-12
Beads	Application Rate, lbs./gal	7-8	9-10

Subsection 627.13 shall include the following:

Pay Item	Pay Unit
Pavement Marking Paint (High Build)	Gallon
Pavement Marking Paint (Low Temperature)	Gallon

Delete subsection 708.05 and replace with the following:

708.05 Pavement Marking Materials. All pavement marking materials shall be selected from the Department’s Approved Products List (APL). Prior to start of work, a Certificate of Compliance (COC) for all pavement marking materials shall be submitted in accordance with subsection 106.13.

- (a) *Color:* The pavement marking paint, without drop-on beads, shall correspond following requirements:
 White – Federal Standard No. 595B-17925. The Yellowness Index (YI) of white shall not exceed 8.0 per ASTM E-313-10 initially. The color after drying shall be a flat-white, free from tint, and shall provide the maximum amount of opacity and visibility under both daylight and artificial light.
 Yellow – Materials for pavement markings shall meet the initial daytime chromaticity that fall within the box created by the following corner points:

Initial Daytime Chromaticity Coordinates (Corner Points)

	1	2	3	4
x	0.530	0.510	0.455	0.472
y	0.456	0.485	0.444	0.400

- (b) *Low Temperature Acrylic Waterborne Paint.* Low Temperature Acrylic Waterborne Paint binder (nonvolatile portion of vehicle) shall be 100 percent XSR acrylic polymer, by weight, as determined by infrared analysis or other chemical analysis available to the Department.
 (c) *High Build Acrylic Waterborne Paint.* High build acrylic waterborne paint binder (nonvolatile portion of vehicle) shall be 100 percent HD 21 acrylic cross linking polymer, by weight, as determined by infrared analysis or other chemical analysis available to the Department.

Low Temperature Acrylic Waterborne Paint, and High Build Acrylic Waterborne paint shall meet the following requirements:

3
 REVISION OF SECTIONS 202, 627 AND 708
 PAVEMENT MARKING PAINT

Performance Requirements: The paint shall be water resistant and shall show no softening or blistering.

Table 708-1
LOW TEMPERATURE WATERBORNE AND HIGH BUILD ACRYLIC WATERBORNE PAINT

Property	White	Yellow	Test Method
Nonvolatile portion of vehicle (white and yellow), %	43.0 (min)	43.0 (min)	ASTM D 2205
Pigment Composition			
Percent by weight♦	60.0	60.0	ASTM D 4451 ASTM D 3723
Paint			
Titanium Dioxide Content, lb./gal	1.0 (min)		ASTM D 5381
Properties of the Finished Paint			
Total Non-volatiles, (solids) % by weight	77.0 (min)	77.0 (min)	FTMS 141C - Method 4053.1, ASTM D 2369, or ASTM D 4758
Density, lbs./gal	14.0-14.6	13.7-14.3	ASTM D 2205
Consistency (Viscosity) White and Yellow, Krebs-Stormer Units	85-95	85-95	ASTM D 562
Freeze Thaw Stability	Shall complete 5 or more test cycles successfully		ASTM D 2243
Fineness of Grind, Cleanliness Rating B, minimum	3	3	ASTM D 1210
Scrub Resistance	800	800	ASTM D2486
Directional Reflectance: [15 mil Wet Film]	88 (min)	50 (min)	ASTM E 1347
Dry Opacity (Contrast Ratio): [5 mil Wet Film]	0.95 (min)	0.95 (min)	ASTM D 2805
♦Percent by weight shall include percent of organic yellow pigment.			

REVISION OF SECTIONS 203, 206, 304 AND 613
COMPACTION

Sections 203, 206, 304 and 613 of Standard Specifications are hereby revised for this project as follows:

In subsection 203.03 (a), delete the fifth paragraph and replace with the following:

1. *Soil Embankment.* Soil embankment consists of materials with 50 percent or more of the material passing the 4.75 mm (No. 4) sieve.

A soil embankment may also have more than 50 percent of the material retained on the 4.75 mm (No. 4) sieve, but no more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve.

Soil embankment shall be constructed with moisture density control in accordance with the requirements of subsection 203.07.

2. *Rock Embankment.* Rock embankment consist of materials with 50 percent or more of the material retained on the 4.75 mm (No. 4) sieve and with more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve. All material shall be smaller than 6 inches. Rock embankments shall be constructed without moisture density control in accordance with the requirements of subsection 203.08.

Delete Subsection 203.07 and replace with the following:

203.07 Construction of Embankment and Treatment of Cut Areas with Moisture and Density Control. Soil embankments shall be constructed with moisture and density control and the soil upon which the embankments are to be constructed shall be scarified to a depth of 6 inches and compacted with moisture and density control. The moisture content of the soil at the time of compaction shall be as specified or directed.

The material shall be removed from the full width of roadbed in all cut sections to the designated depth. The soil below the designated depth shall be thoroughly scarified to a depth of 6 inches and the moisture content increased or reduced, as necessary, to obtain the moisture content specified. This scarified layer shall then be compacted to the relative compaction specified.

All embankment material shall be compacted to not less than 95 percent relative compaction. Maximum dry density of all soil types encountered or used will be determined in accordance with AASHTO T 99 as modified by CP 23.

Soils shall be compacted at ± 2 percent of Optimum Moisture Content (OMC) as determined by AASTHO T 99. Soils having greater than 35 percent passing the 75 μ m (No. 200) sieve shall be compacted to 0 to 3 percent above OMC. Soils which are unstable at the above moisture content shall be compacted at lower moisture content to the specified density.

Additional work involved in drying embankment material to the required moisture content shall be included in the contract price paid for excavating or furnishing the material with no additional compensation.

Density requirements will not apply to materials which cannot be tested in accordance with the above procedures for determining maximum dry density. Compaction for materials which cannot be tested shall be in accordance with subsection 203.08.

Claystone or soil-like non-durable shale shall be pulverized and compacted to the specified moisture and percent of relative compaction and shall be compacted with a heavy tamping foot roller, weighing at least 30 tons. Each tamping foot roller shall protrude from the drum a minimum of 4 inches. Each embankment layer shall receive a minimum of three or more coverages with the tamping foot roller to obtain density. One coverage consists of one pass over the entire surface designated. One pass consists of the passing of an acceptable tamping foot roller over a given spot. The roller shall be operated at a uniform speed not exceeding 3 miles per hour. No additional compensation will be made for additional roller coverages to achieve specified density requirements.

REVISION OF SECTIONS 203, 206, 304 AND 613
COMPACTION

In subsection 206.03, delete the fourth and fifth paragraphs and replace with the following:

Backfill shall consist of approved materials uniformly distributed in layers brought up equally on all sides of the structure. Each layer of backfill shall not exceed 6 inches before compacting to the required density and before successive layers are placed. Structure backfill (Class 1) shall be compacted to a density of not less than 95 percent of maximum dry density determined in accordance with AASHTO T 180 as modified by CP 23. Backfill shall be compacted at ± 2 percent of Optimum Moisture Content (OMC).

Structure backfill (Class 2) shall be compacted to a density of not less than 95 percent of maximum dry density. The maximum dry density and OMC for A-1, A-2-4, A-2-5 and A-3 materials will be determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will be determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2 percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 μm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC.

In subsection 304.06, delete the first paragraph and replace with the following:

304.06 Shaping and Compaction. Compaction of each layer shall continue until a density of not less than 95 percent of the maximum density determined in accordance with AASHTO T 180 as modified by CP 23 has been achieved. The moisture content shall be at ± 2 percent of optimum moisture content. The surface of each layer shall be maintained during the compaction operations so that a uniform texture is produced and the aggregates are firmly keyed. Moisture conditioning shall be performed uniformly during compaction.

In subsection 613.07, delete the 15th paragraph and replace with the following:

Trenching shall be backfilled and compacted as follows: Backfill shall be deposited in uniform layers. The thickness of each layer shall be 6 inches or less thick prior to compaction. The space under the conduit shall be completely filled. The remainder of the trench and excavation shall be backfilled to the finished grade. The backfill material shall be compacted to the density of not less than 95 percent of maximum dry density. The maximum dry density and optimum moisture content (OMC) for A-1, A-2-4, A-2-5 and A-3 materials will be determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will be determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2 percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 μm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC. Each layer shall be mechanically compacted by tamping with power tools approved by the Engineer. Compaction methods or equipment that damage the conduit shall not be used.

REVISION OF SECTIONS 206 AND 601
MATURITY METER AND CONCRETE
FORM AND FALSEWORK REMOVAL

Sections 206 and 601 of the Standard Specifications are hereby revised for this project as follows:

In subsection 206.03, delete the ninth paragraph and replace with the following:

Backfill material shall not be deposited against newly constructed masonry or concrete structures, until the concrete has developed a compressive strength of $0.8 f'_c$, except in cases where the structures support lateral earth pressure. Concrete compressive strength for structures supporting lateral earth pressure shall conform to subsection 601.12 (o). Concrete compressive strength shall be determined by maturity meters.

In subsection 601.09, delete (h) and replace with the following:

(h) *Removal of Forms.* The forms for any portion of the structure shall not be removed until the concrete is strong enough to withstand damage when the forms are removed.

Unless specified in the plans, forms shall remain in place for members that resist dead load bending until concrete has reached a compressive strength of at least 80 percent of the required 28 day strength, $0.80 f'_c$. Forms for columns shall remain in place until concrete has reached a compressive strength of at least 1,000 psi. Forms for sides of beams, walls or other members that do not resist dead load bending shall remain in place until concrete has reached a compressive strength of at least 500 psi.

Forms and supports for cast-in-place concrete box culverts (CBCs) shall not be removed until the concrete compressive strength exceeds $0.6 f'_c$ for CBCs with spans up to and including 12 feet, and $0.67 f'_c$ for CBCs with spans exceeding 12 feet but not larger than 20 feet. Forms for CBCs with spans larger than 20 feet shall not be removed until after all concrete has been placed in all spans and has attained a compressive strength of at least $0.80 f'_c$.

Concrete compressive strength shall be determined by maturity meters. At the pre-pour conference, the Contractor shall submit the location where maturity meters will be placed.

The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meter and wire. . At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple maturity meters, the lowest compressive strength shall determine when the forms can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove forms.

When field operations are controlled by maturity meters, the removal of forms, supports and housing, and the discontinuance of heating and curing may begin when the concrete is found to have the required compressive strength.

Forms for median barrier, railing or curbs, may be removed at the convenience of the Contractor after the concrete has hardened.

All forms shall be removed except permanent steel bridge deck forms and forms used to support hollow abutments or hollow piers when no permanent access is available into the cells. When permanent access is provided into box girders, all interior forms and loose material shall be removed, and the inside of box girders shall be cleaned.

REVISION OF SECTIONS 206 AND 601
MATURITY METER AND CONCRETE
FORM AND FALSEWORK REMOVAL

In subsection 601.11, delete (e) and replace with the following:

(e) *Falsework Removal.* Unless specified in the plans or specifications, falsework shall remain in place until concrete has attained a minimum compressive strength of 0.80f'c.

Falsework supporting any span of a simple span bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has attained a compressive strength of at least 0.80f'c.

Falsework supporting any span of a continuous or rigid frame bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has been placed in all spans and has attained the compressive strength of at least 0.80f'c.

Falsework for arch bridges shall be removed uniformly and gradually, beginning at the crown, to permit the arch to take its load slowly and evenly.

Falsework supporting overhangs and deck slabs between girders shall not be released until the deck concrete has attained a compressive strength of at least 0.80f'c.

Falsework for pier caps which will support steel or precast concrete girders shall not be released until the concrete has attained a compressive strength of at least 0.80f'c. Girders shall not be erected onto such pier caps until the concrete in the cap has attained the compressive strength of at least 0.80f'c.

Falsework for cast-in-place prestressed portions of structures shall not be released until after the pre-stressing steel has been tensioned.

Concrete compressive strength shall be determined by maturity meters. At the pre-pour conference, the Contractor shall submit the location that maturity meters will be placed.

The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meters and wires. At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple maturity meters, the lowest compressive strength shall determine when the falsework can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove falsework.

Subsection 601.12 (I) shall include the following after the first paragraph:

Concrete compressive strength shall be determined by maturity meters.

Subsection 601.12 shall include the following:

(o) *Backfilling Structures that Support Lateral Earth Pressure.* Concrete compressive strengths shall reach f'c before backfilling operations can begin with heavy equipment, such as skid-steers or self-powered riding compactors. Concrete compressive strengths shall reach 0.8 f'c before backfilling operations can begin with hand operated equipment. Concrete compressive strength shall be determined by maturity meters.

REVISION OF SECTIONS 206 AND 601
MATURITY METER AND CONCRETE
FORM AND FALSEWORK REMOVAL

Delete subsections 601.13 (2) and 601.13 (3) and replace with the following:

- (2) The minimum curing period shall be from the time the concrete has been placed until the concrete has met a compressive strength of 80 percent of the required field compressive strength. The Contractor shall develop a maturity relationship for the concrete mix design in accordance with CP 69. The Contractor shall provide the maturity meter and all necessary thermocouples, thermometers, wires and connectors. The Contractor shall place, protect and maintain the maturity meters and associated equipment. Locations where the maturity meters are placed shall be protected in the same manner as the rest of the structure.

Subsection 601.17 shall include the following:

- (f) *Maturity Meter Strength.* When maturity meters are specified for determining strength for removing forms, removing false work, backfilling against structures or loading the structure, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69 prior to placement of concrete.

If a maturity meter fails, is tampered with, is destroyed or was not placed, the following shall apply:

The minimum curing time or waiting time for removing forms, removing false work, backfilling against structures or loading the structure shall be 28 days.

The Contractor may choose at his own expense to core the structure represented by the maturity meter. Cores will be obtained and tested according to CP 65. Cores will be a minimum of 4 inches in diameter. A minimum of three cores in a two square foot area will be obtained. If the compressive strength of any one core differs from the average by more than 10 percent that compressive strength will be deleted and the average strength will be determined using the compressive strength of the remaining two cores. If the compressive strength of more than one core differs from the average by more than 10 percent the average strength will be determined using all three compressive strengths of the cores. The average compressive strength of the cores shall be achieve the specified compressive strength of the structure. A structure may only be cored once.

1
 REVISION OF SECTION 208
 EROSION CONTROL

Section 208 is hereby deleted from the Standard Specifications for this project and replaced with the following:

DESCRIPTION

208.01 This work consists of constructing, installing, maintaining, and removing when required, Best Management Practices (BMPs) during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined in subsection 107.25, including wetlands.

The Contractor shall coordinate the construction of temporary BMPs with the construction of permanent BMPs to assure economical, effective, and continuous erosion and sediment control throughout the construction period.

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the Engineer, and in accordance with the Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) requirements.

MATERIALS

208.02 Erosion control materials are subject to acceptance in accordance with subsection 106.01. Erosion control materials shall be subject to the following approval process:

Material	Approval Process	Notes:
Erosion Bales (Weed Free)	COC	The Contractor shall provide a transit certificate number or a copy of the transit certificate as supplied from the producer.
Silt Fence	COC	
Silt Berm	APL	
Erosion Log (Type 1 and 2)	COC	
Silt Dikes	COC	
Pre-fabricated Concrete Washout Structures (above ground)	APL	
Pre-fabricated Vehicle Tracking Pad	APL	
Aggregate Bag	COC	
Storm Drain Inlet Protection (Type I, II and III)	APL	

The material for BMPs shall conform to the following:

(a) *Erosion Bales.* Material for erosion bales shall consist of Certified Weed Free hay or straw. The hay or straw shall be certified under the Colorado Department of Agriculture Weed Free Forage Certification Program and inspected as regulated by the Weed Free Forage Act, Title 35, Article 27.5, CRS. Each certified weed free erosion bale shall be identified by blue and orange twine binding the bales.

The Contractor shall not place certified weed free erosion bales or remove their identifying twine until the Engineer has inspected and accepted them.

The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the Colorado Department of Agriculture, Weed Free Forage Program, 305 Interlocken Pkwy, Broomfield, CO 80021, Contact: Weed Free Forage Coordinator at (303) 869-9038.

Also available at www.colorado.gov/ag/csd.

REVISION OF SECTION 208
EROSION CONTROL

Bales shall be approximately 5 cubic feet of material and weigh at least 35 pounds. Stakes shall be wood and shall be 2 inch by 2 inch nominal.

- (b) *Silt Fence*. Silt fence posts shall be wood with a minimum length of 42 inches. Wood posts shall be 1.5 inch by 1.5 inch nominal. Geotextile shall be attached to wood posts with three or more staples per post. Silt fence geotextile shall conform to the following requirements:

Physical Requirements for Silt Fence Geotextiles

Property	Wire Fence Supported Requirements	Self-Supported Geotextile Elongation <50%	Test Method
Grab Strength, lbs	90 minimum	124 minimum	ASTM D 4632
Permittivity sec-1	0.05	0.05	ASTM D 4491
Ultraviolet Stability	Minimum 70% Strength Retained	Minimum 70% Strength Retained	ASTM D 4355

Silt Fence (Reinforced). Silt fence posts shall be metal T-post with a minimum length of 66 inches. Metal posts shall be “studded tee” with .095 inch minimum wall thickness. Wire fabric reinforcement for the silt fence geotextile shall be a minimum of 10 gauge, with a maximum mesh spacing of 6 inches. Geotextile shall be attached to welded wire fabric with ties or nylon cable ties 12 inch O.C. at top, mid and bottom wire. Welded wire fabric shall be attached to the post with a minimum three 12 gauge wire ties per post. Vinyl or rubber safety caps shall be installed on all T-post.

- (c) *Temporary Berms*. Temporary berms shall be constructed of compacted soil.
- (d) *Temporary Slope Drains*. Temporary slope drains shall consist of fiber mats, plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to section 506. Erosion control geotextile shall be a minimum Class 2, conforming to subsection 712.08.
- (e) *Silt Berm*. Silt berm shall consist of an ultraviolet (UV) stabilized high-density polyethylene, shall be triangular in shape, and shall have the following dimensions:

Width	6 - 11 inches
Height	6 - 10 inches
Weight	0.3 - 1.4 lbs./sq. ft.
Percent Open Area	30 – 50%

Securing spikes shall be 10 to 12 inch x 0.375 inch diameter (minimum).

- (f) *Rock Check Dam*. Rock Check dams shall be constructed of stone. Stone shall meet the requirements of Section 506.
- (g) *Sediment Trap*. In constructing an excavated Sediment Trap, excavated soil may be used to construct the dam embankment, provided the soil meets the requirements of subsection 203.03. Outlet protection riprap shall be the size specified in the Contract and shall conform to Section 506. Erosion control geotextile shall be a minimum Class 1, conforming to subsection 712.08.

3
 REVISION OF SECTION 208
 EROSION CONTROL

(h) *Erosion log.* Shall be one of the following types unless otherwise shown on the plans:

- (1) Erosion Log (Type 1) shall be curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log called for on the plans. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.
- (2) Erosion Log (Type 2) shall consist of a blend of 30-40 percent weed free compost and 60-70 percent wood chips. The compost/wood blend material shall pass a 50 mm (2 inch) sieve with a minimum of 70 percent retained on the 9.5 mm (3/8 inch) sieve and comply to subsection 212.02 for the remaining compost physical properties. The compost/wood chip blend may be pneumatically shot into a geotextile cylindrical bag or be pre-manufactured. The geotextile bag shall consist of material with openings of 1/8 to 3/8 inches of HDPE or polypropylene mesh (knitted, not extruded), and contain the compost/wood chip material while not limiting water infiltration.

Erosion log (Type 1 and Type 2) shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log.

**Table 208-1
 NOMINAL DIMENSIONS OF EROSION LOGS**

Diameter Type 1 (Inches)	Diameter Type 2 (Inches)	Length (feet)		Weight (minimum) (pounds/foot)	Stake Dimensions (Inches)
		Min.	Max.		
9	8	10	180	1.6	1.5 by 1.5 (nominal) by 18
12	12	10	180	2.5	1.5 by 1.5(nominal) by 24
20	18	10	100	4.0	2 by 2 (nominal) by 30

Stakes to secure erosion logs shall consist of pinewood or hardwood.

(i) *Silt Dikes.* Silt dikes shall be pre-manufactured triangular shaped urethane foam covered with a woven geotextile fabric. The fabric aprons shall extend a minimum of two feet beyond each side of the triangle. Each silt dike shall have the following dimensions:

Dimension	Length
Center height	8 to 10 inches
Base	16 to 21 inches
Section length	3 to 7 feet
Section width including fabric extensions	5.6 feet

Staples shall be 6 gauge and at least 8 inches long.

(j) *Concrete Washout Structure.* The Contractor shall construct a washout structure that will contain washout from concrete placement and construction equipment cleaning operations. Embankment required for the concrete washout structure may be excavated material, provided that this material meets the requirements of Section 203 for embankment.

4
 REVISION OF SECTION 208
 EROSION CONTROL

A pre-fabricated concrete washout structure shall only be used when specified in the Contract. It shall consist of a watertight container designed to contain liquid and solid waste from concrete washout.

- (k) *Vehicle Tracking Pad.* Aggregate for the vehicle tracking pad shall be crushed natural aggregate with at least two fractured faces that meets the following gradation requirements:

Sieve size	Percent by weight Passing Square Mesh Sieves
75 mm (3 inch)	100
50 mm (2 inch)	0-25
19.0 mm (¾ inch)	0-15

Recycled crushed concrete or asphalt shall not be used for vehicle tracking pads.

Erosion Control Geotextile shall be Class 2 and conform to the requirements of subsection 712.08.

Pre-fabricated vehicle tracking pads if specified in the Contract shall have the following properties.

Minimum overall dimensions of the modular systems shall be:

Width of pad along edge of roadway	14 feet
Length of pad	30 feet

Weight (min.) (lbs./sq. ft.)	8
Crush strength (min.) (psi)	400

- (l) *Aggregate Bag.* Aggregate bags shall consist of crushed stone or recycled rubber filled fabric with the following properties:

Diameter (inches)	Weight (minimum) (pounds per foot)
6-8	6
10	10
12	15

Rubber used in bags shall be clean, 95 percent free of metal and particulates.

Crushed stone contained in the aggregate bags shall conform to subsection 703.09, Table 703-7 for Class C.

The aggregate bag shall consist of a woven geotextile fabric with the following properties:

Property	Requirement	Test Method
Grab Tensile Strength	90 lbs. min.	ASTM D 4632
Trapezoid Tear Strength	25 lbs. min.	ASTM D 4533
Mullen Burst	300 psi	ASTM D 3786
Ultraviolet Resistance	70%	ASTM D 4355

5
 REVISION OF SECTION 208
 EROSION CONTROL

(m) *Storm Drain Inlet Protection.* Storm drain inlet protection shall consist of aggregate filled fabric with the following dimensions:

Storm Drain Inlet Protection Properties	Protection Types		
	¹ Type I	Type II	³ Type III
Diameter	4 in.	4 in.	N/A
Minimum Section Length	7 ft.	5 ft.	5 ft.
Apron Insert	---	30 in. or sized to grate	30 in or sized to grate
¹ Type I protection shall be used with Inlet Type R.			
² Type II protection shall be used with Combination Inlet. Option A or B			
³ Type III protection Inlet Vane Grate only. Option A or B			

The storm drain inlet protection (Type I, II and III) shall consist of a woven geotextile fabric with the following properties:

Property	Test Method	Unit	Requirement
Grab tensile strength	ASTM D 4632	lbs.	minimum 350X280
Mullen Burst Strength	ASTM D 3786	lbs.	600
Trapezoid Tear Strength	ASTM D 4533	lbs.	minimum 110X95
Percent Open Area	COE-22125-86	%	28
Water Flow Rate	ASTM D 4491	gal./min./s q. ft.	250
Ultraviolet Resistance	ASTM D 4355	%	70

Curb roll for storm drain inlet protection (Type I and II) shall have an approximate weight of 7 to 10 pounds per linear foot of device. The device shall be capable of conforming to the shape of the curb. Aggregate contained in the storm drain inlet device shall consist of gravel or crushed stone conforming to Table 703-7 for Class C.

Storm drain inlet protection (Type III) shall have insert containment (option A) or insert without storage capacity (option B).

CONSTRUCTION REQUIREMENTS

208.03 Project Review, Schedule, and Transportation Erosion Control Supervisor. Prior to construction, an on-site Environmental Pre-construction Conference shall be held. The conference shall be attended by:

- (1) The Engineer,
- (2) The Superintendent,

REVISION OF SECTION 208
EROSION CONTROL

- (3) The Contractor's SWMP Administrator,
- (4) Supervisors or Foremen of subcontractors working on the project,
- (5) The Region Water Pollution Control Manager (RWPCM), and
- (6) CDOT personnel (e.g., CDOT Landscape Architect) who prepared or reviewed the Stormwater Management Plan (SWMP).

At this conference, the attendees shall discuss the SWMP, CDPS-SCP, sensitive habitats on site, wetlands, other vegetation to be protected, and the enforcement mechanisms for not meeting the requirements of this specification.

Prior to beginning construction the Contractor shall evaluate the project site for storm water draining into or through the site. When such drainage is identified, BMPs (i.e., Control Measures) shall be used if possible to divert stormwater from running on-site and becoming contaminated with sediment or other pollutants. The diversion may be accomplished with a temporary pipe or other conveyance to prevent water contamination or contact with pollutants. Run-on water that cannot be diverted shall be treated as construction runoff and adequate BMPs shall be employed.

The SWMP Administrator shall evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, BMPs shall be used to protect off-site water from becoming contaminated with sediment or other pollutants.

The SWMP Administrator shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to beginning construction, inlets and culverts needing protection shall be protected and the location of the implemented BMP added to the SWMP site map.

Prior to construction, the Contractor shall implement appropriate BMPs for protection of wetlands, sensitive habitat and existing vegetation from ground disturbance and other pollutant sources, in accordance with the approved project schedule as described in subsection 208.03(b).

When additional BMPs are required and approved by the Engineer, the Contractor shall implement the additional BMPs and the SWMP Administrator shall record and describe them on the SWMP site map. The approved BMPs will be measured and paid for in accordance with subsections 208.11 and 208.12.

- (a) *Project Review.* The Contractor may submit modifications to the Contract's BMPs in a written proposal to the Engineer. The written proposal shall include the following information:
 - (1) Reasons for changing the BMPs.
 - (2) Diagrams showing details and locations of all proposed changes.
 - (3) List of appropriate pay items indicating new and revised quantities.
 - (4) Schedules for accomplishing all erosion and sediment control work.
 - (5) Effects on permits or certifications caused by the proposed changes.

The Engineer will approve or reject the written proposal in writing within 5 working days after the submittal. The Engineer may require additional control measures prior to approving the proposed modifications. Additional modifications and additional BMPs will be paid for at the Contract Unit Price for the specific items involved. If no items exist, they will be paid for as extra work in accordance with subsection 109.04.

- (b) *Erosion and Sediment Control Activities.* The erosion and sediment control activities shall be included in the weekly meeting update. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. Project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage and asphalt or concrete batch sites, and all areas within the project limits. If during construction the Contractor proposes changes which would affect the Contract's BMPs, the Contractor shall propose revised BMPs to the Engineer for approval in writing. If necessary, the SWMP Administrator shall update proposed sequencing of major activities in the SWMP. Revisions shall not be implemented until the proposed measures have been approved in writing by the Engineer.

REVISION OF SECTION 208
EROSION CONTROL

- (c) *Erosion Control Management (ECM)*. Erosion Control Management for this project shall consist of Erosion Control Inspection and the Administration of the Stormwater Management Plan (SWMP). All ECM staff shall have working knowledge and experience in construction, and shall have successfully completed the Transportation Erosion Control Supervisory Certificate Training (TECS) as provided by the Department. The Superintendent will not be permitted to serve in an ECM role. The Erosion Control Inspector and the Stormwater Administrator may be the same person in projects involving less than 40 acres of disturbed area.
1. Stormwater Management Plan (SWMP) Administration. The SWMP Plan shall be maintained by a SWMP Administrator. The SWMP Administrator shall have completed the TECS certification training as provided by the Department. In the case of a project requiring only one TECS, the SWMP Administrator may also be the Erosion Control Inspector for the project. The name of the SWMP Administrator shall be recorded on SWMP Plan Section 3. B. The SWMP Administrator shall have full responsibility to maintain and update the SWMP Plan and identify to the Superintendent critical action items needed to conform to the CDPS-SCP as follows:
 - (1) Complete the SWMP Notebook as described in subsection 208.03 (d).
 - (2) Participate in the Environmental Pre-construction Conference
 - (3) Attend weekly meetings
 - (4) Attend all Headquarter and Region water quality control inspections. The Contractor and the Contractor's SWMP Administrator will be notified a minimum of five days in advance of each inspection by the CDOT region or headquarter water quality staff.
 - (5) Coordinate with the Superintendent to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
 - (6) Coordinate with the Superintendent to ensure that all labor, material, and equipment needed to install, maintain, and remove BMPs are available as needed.
 - (7) During construction, update and record the following items on the SWMP site map as changes occur:
 - (i) Limits of Construction (LOC).
 - (ii) Areas of disturbance (AD) are limits of disturbance (LDA).
 - (iii) Limits of cut and fill.
 - (iv) Areas used for storage of construction materials, equipment, soils, or wastes.
 - (v) Location of any dedicated asphalt or concrete batch plants.
 - (vi) Location of construction offices and staging areas.
 - (vii) Location of work access routes during construction.
 - (viii) Location of borrow and waste.
 - (ix) Location of temporary, interim and permanent stabilization.
 - (x) Location of outfall(s)
 - (xi) Arrows showing direction of surface flow
 - (xii) Structural and non-structural BMPs
 - (xiii) LDA and LOC lines as defined in subsection 107.25

REVISION OF SECTION 208
EROSION CONTROL

- (8) Amend the SWMP whenever there are: additions, deletions, or changes to BMPs. SWMP revisions shall be recorded immediately. Items shall be dated and initialed by the SWMP Administrator. Specifically, amendments shall include the following:
- (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
 - (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
 - (iii) Changes when BMPs are no longer necessary and are removed.
- (9) Complete vegetative survey transects when required in accordance with CDOT Erosion Control and Stormwater Quality Guide.
- (10) Start a new site map before the current one becomes illegible. All site maps shall remain in the SWMP notebook.
- (11) Document all inspection and maintenance activities. The SWMP and documentation shall be kept on the project site.
- (12) When adding or revising BMPs on the SWMP, add a narrative explaining what, when, where, why, and how the BMP is being used, and add a detail to the SWMP notebook.
- (i) How to install and inspect the BMP
 - (ii) Where to install the BMP
 - (iii) When to maintain the BMP
- (13) If using existing topography, vegetation, etc. as a BMP, label it as such on the SWMP site map; add a narrative as to when, where, why, and how the BMP is being used.
- (14) Indicate BMPS in use or not in use by recording on Standard Plans M-208-1, M-216-1, and M-615-1 in the SWMP notebook
- (15) Record on the SWMP, the approved Method Statement for Containing Pollutant Byproducts.
- (16) Update the potential pollutants list in the SWMP notebook and Spill Response Plan throughout construction.
2. Erosion Control Inspection.

Erosion control inspection shall be performed by TECS certified staff assigned as Erosion Control Inspector (ECI) to the project. One ECI is required for every 40 acres of total disturbed area which is currently receiving temporary and interim stabilization measures as defined in subsection 208.04 (e). An ECI shall not be responsible for more than 40 acres in the project. Accepted permanent stabilization methods as defined in subsection 208.04 (e) will not be included in the 40 acres.

ECI duties shall be as follows:

- (1) Coordinate with the SWMP Administrator on reporting the results of inspections
- (2) Review the construction site for compliance with the Stormwater Construction Permit.
- (3) Inspect with the Superintendent and the Engineer (or their designated representatives) the stormwater

REVISION OF SECTION 208
EROSION CONTROL

management system at least every seven calendar days. Post storm event inspections shall be conducted within 24 hours after the end of any precipitation or snow melt event that may cause surface erosion. If no construction activities will occur following a storm event, post-storm event inspections shall be conducted prior to commencing construction activities, but no later than 72 hours following the storm event. The occurrence of delay in inspections shall be documented in the inspection report. Form 1176 shall be used for all 7 day inspections and inspections following storm events. The Contractor shall notify the Erosion control inspector when a storm event occurs. Failure to perform inspections on time will result in liquidated damages in accordance with subsection 208.09.

Inspections are not required at sites when construction activities are temporarily halted, when snow cover exists over the entire site and melting conditions do not pose a risk of surface erosion. This exception shall be applicable only during the period where melting conditions do not exist, and applies to the routine 7 day, Headquarters and Region inspections, as well as the post-storm event inspections. The following information shall be documented on Form 1176 for use of this exclusion: dates when snow cover occurred, date when construction activities ceased, and date melting conditions began.

The order of precedence for required inspections shall be as follows:

- (i) Headquarter water quality inspections
- (ii) Region water quality inspections
- (iii) Post-storm event inspections
- (iv) 7 day inspections

When one of the listed inspections is performed, the inspections listed below it need not be performed on that day if the required CDOT and Contractor personnel participated in the inspection.

For example: A 7 day inspection is not required on the same day a headquarters or Region inspection is conducted. A sheet shall be placed in the inspections area of the SWMP Notebook to refer to the date inspection performed.

- (4) Follow all other agency Stormwater requirements and inspections unless a waiver or other agreement has been made.
- (5) The ECI shall immediately report to the Contractor's Superintendent and the SWMP Administrator the following instances of noncompliance:
 - (i) Noncompliance which may endanger health or the environment.
 - (ii) Spills or discharge of hazardous substance or oil which may cause pollution of waters of the State.
 - (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.
 - (iv) Upset conditions that occur on site.
- (6) Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the Form 1176 by the ECI. The ECI shall record the time and date, weather conditions, reasons for spill, and how it was remediated.

10
 REVISION OF SECTION 208
 EROSION CONTROL

- (d) *Documentation Available on the Project.* The following Contract documents and references will be made available for reference at the CDOT field office during construction:
1. SWMP Notebook. The Engineer will provide a SWMP Notebook at the Preconstruction Conference, which is and shall remain the property of CDOT. CDOT will initially provide the documentation for the first four items when available. The Contractor shall provide the contents required for items (5) through (18). The notebook shall be stored in the CDOT field office or at another on-site location approved by the Engineer. The SWMP Administrator shall modify and update the notebook as needed to reflect actual site conditions, prior to or as soon as practicable but in no case more than 72 hours after the change. The following Contract documents and reports shall be kept, maintained, and updated in the notebook under the appropriate items by the SWMP Administrator:
 - (1) SWMP Plan Sheets - Notes, tabulation, sequence of major activities, area of disturbance, existing soil data, existing vegetation percent cover, potential pollutant sources, receiving water, non-stormwater discharges and environmental impacts.
 - (2) Site Map and Plan Title Sheet - Construction site boundaries, ground surface disturbance, limits of cut and fill, flow arrows, structural BMPs, non-structural BMPs, Springs, Streams, Wetlands and surface water. Also included on the sheets is the protection of trees, shrubs and cultural resources.
 - (3) Specifications - Standard and Project special provisions related to Stormwater and Erosion Control.
 - (4) Standard Plans M-208-1, M-216-1 and M-615-1
 - (5) BMP Details not in Standard Plan M-208-1 - Non-standard details.
 - (6) Weekly meeting sign in sheet.
 - (7) Calendar of Inspections -Calendar of inspections marking when all inspections take place.
 - (8) Form 1176 – Weekly meeting notes and inspection report
 - (9) Region and Headquarter Water Quality Reports and Form 105(s) relating to Water Quality.
 - (10) Description of Inspection and Maintenance Methods - Description of inspection and maintenance methods implemented at the site to maintain all BMPs identified in the SWMP and Items not addressed in the design
 - (11) Spill Response Plan - Reports of reportable spills submitted to CDPHE
 - (12) List and Evaluation of Potential Pollutants - List of potential pollutants as described in subsection 107.25 and approved Method Statement for Containing Pollutant Byproducts.
 - (13) Other Correspondence e.g., agreements with other MS4s, approved deferral request, CDPHE audit documentation, Water Quality Permit Transfer to Maintenance Punch List and other miscellaneous documentation.
 - (14) TECS Certifications of the SWMP Administrator and all ECIs, keep current through the life of the project.
 - (15) Environmental Pre-construction Conference – Conference agenda with a certification of understanding of the terms and conditions of the CDPS-SCP and SWMP. The certification shall be signed by all attendees. A certification shall also be signed by all attendees of meetings held for new subcontractors beginning work on the project that could adversely affect water quality after the Environmental Pre-

11
 REVISION OF SECTION 208
 EROSION CONTROL

construction Conference has been held.

- (16) All Project Environmental Permits - All project environmental permits and associated applications and certifications, including, CDPS-SCP, Senate Bill 40, USACE 404, temporary stream crossings, dewatering, biological opinions and all other permits applicable to the project, including any separate CDPS-SCP obtained by the Contractor for staging area on private property, asphalt or concrete plant, etc.
- (17) Photographs Documenting Existing Vegetation – Project photographs shall be time stamped on paper with a maximum of four colored images per 8 ½ inch by 11 inch sheet and/or a digital copy of all photographs on CD-ROM/Flash Drive in (JPG format), documenting existing vegetation prior to construction commencing. On the bottom of each photograph shall be a description using Station Number or Mile Post of where the photograph was taken.

- (18) Permanent Water Quality Plan Sheets - Plan sheets and specifications for permanent water quality structures, riprap.

The Engineer will incorporate the documents and reports available at the time of award. The Contractor shall provide and insert all other documents and reports as they become available during construction. The SWMP Administrator shall finalize the SWMP for CDOT Maintenance use upon completion of the project. SWMP completeness shall be approved by the Engineer, corrections to the SWMP shall be at the Contractor's expense. The following Reference materials shall be used:

- (1) CDOT Erosion Control and Stormwater Quality Guide.
- (2) CDOT Erosion Control and Stormwater Quality Field Guide.

- (e) *Weekly Meetings.* The Engineer, Superintendent and the SWMP Administrator shall conduct a weekly meeting with supervisors involved in construction activities that could adversely affect water quality. The meeting shall follow an agenda prepared by the Engineer or a designated representative, and have a sign in sheet on which the names of all attendees shall be recorded. The SWMP Administrator shall take notes of water quality comments and action items at each weekly meeting, and place the agenda and sign in sheet in the SWMP notebook. At this meeting the following shall be discussed and documented on Form 1176:

- (1) Requirements of the SWMP.
- (2) Problems that may have arisen in implementing the site specific SWMP or maintaining BMPs.
- (3) Unresolved issues from inspections and concerns from last inspection
- (4) BMPS that are to be installed, removed, modified, or maintained.
- (5) Planned activities that will effect stormwater in order to proactively phase BMPs.
- (6) Recalcitrant inspection findings

All subcontractors who were not in attendance at the Environment Pre-construction conference shall be briefed on the project by the Engineer, Superintendent, and the SWMP Administrator prior to start of work. The SWMP Administrator shall record the names of these subcontractors as an addendum to the list of attendees, and added the SWMP Notebook.

208.04 Best Management Practices (BMPs) for Stormwater.

The SWMP Administrator shall modify the SWMP to clearly describe and locate all BMPs implemented at the site to control potential sediment discharges.

Vehicle tracking control shall be used at all vehicle and equipment exit points from the site to prevent sediment exiting the Limits of Construction (LOC) of the project site. Access shall be provided only at locations approved by the Engineer. The SWMP Administrator shall record vehicle tracking control pad locations on the SWMP site map.

REVISION OF SECTION 208
EROSION CONTROL

New inlets and culverts shall be protected during their construction. Appropriate protection of each culvert and inlet shall be installed immediately. When riprap is called for at the outlet of a culvert, it shall be installed within 24 hours of completion of each pipe. The Contractor shall remove sediment, millings, debris, and other pollutants from within the newly constructed drainage system in accordance with the CDPS-SCP, prior to use, at the Contractor's expense. All removed sediment shall be disposed of outside the project limits in accordance with all applicable regulations.

Concrete products wasted on the ground during construction shall include, but shall not be limited to: excess concrete removed from forms, spills, slop, and all other unused concrete are potential pollutants that shall be contained or protected by an approved BMP at a pre-approved containment area. The concrete shall be picked up and recycled in accordance with 6 CCR 1007-2 (CDPHE Regulations Pertaining to Solid Waste Sites and Facilities) at regular intervals, as directed. The uses of recycled concrete from approved recycling facilities shall be in accordance with Section 203.

- (a) *Unforeseen Conditions.* The Contractor shall design and implement erosion and sediment BMPs for correcting conditions unforeseen during the design of the project, or for emergency situations, that develop during construction. The Department's "Erosion Control and Stormwater Quality Guide" shall be used as a reference document for the purpose of designing erosion and sediment BMPs. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Engineer prior to installation.
- (b) *Other Agencies.* If CDPHE, US Army Corps of Engineers (USACE), or the Environmental Protection Agency (EPA) reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures. If the work may negatively affect another MS4, the Contractor shall cease and desist activities resulting in the discharge and shall implement appropriate measures to protect the neighboring MS4, including installing additional measures. . Implementation of these additional measures will be paid for at contract unit price.
- (c) *Work Outside the Right of Way.* Disturbed areas, including staging areas, which are outside CDOT ROW and outside easements acquired by CDOT for construction, are the responsibility of the Contractor. These areas may be subject to a separate CDPS-SCP or other permits. The Contractor shall acquire these permits and submit copies to the Engineer prior to any disturbance. These permits, shall be acquired and all erosion and sediment control work performed at the Contractor's expense. These areas are subject to inspections by CDOT or any other agency, as agreed upon in writing.
- (d) *Construction Implementation.* The Contractor shall incorporate BMPs into the project as outlined in the accepted schedule.
- (e) *Stabilization.* Once earthwork has started, the Contractor shall continue erosion BMPs until permanent stabilization of the area has been completed and accepted. Clearing, grubbing and slope stabilization measures shall be performed regularly to ensure final stabilization. Failure to properly maintain erosion control and stabilization methods, either through improper phasing or sequencing will require the Contractor to repair or replace sections of earthwork at his expense. The Contractor shall schedule and implement the following stabilization measures during the course of the project:
 - (1) *Temporary Stabilization.* At the end of each day, the Contractor shall stabilize disturbed areas by surface roughening, vertical tracking, or a combination thereof. Disturbed areas are locations where actions have been taken to alter the existing vegetation and/or underlying soil of a site, such as clearing, grading, road bed preparation, soil compaction, and movement and stockpiling of top soils. Other stabilization measures may be implemented, as approved. The maximum area of temporary stabilization shall not exceed 20 acres.
 - (2) *Interim Stabilization.* Stockpiles and disturbed areas as soon as known with reasonable certainty that work will be temporarily halted for 14 days or more shall be stabilized using one or more of the specified following methods:

REVISION OF SECTION 208
EROSION CONTROL

- (i) Application of 1.5 tons of mechanically crimped certified weed free hay or straw in combination with an approved organic mulch tackifier.
- (ii) Placement of bonded fiber matrix in accordance with Section 213.
- (iii) Placement of mulching (hydraulic) wood cellulose fiber mulch with tackifier, in accordance with Section 213.
- (iv) Application of spray-on mulch blanket in accordance with Section 213. Magnesium Chloride, Potassium Chloride and Sodium Chloride, or other salt products, will not be permitted as a stabilization method.

Protection of the interim stabilization method is required. Reapplication may be required as approved.

- (3) Summer and Winter Stabilization. Summer and winter stabilization is defined as months when seeding will not be permitted. As soon as the Contractor knows shutdown is to occur, interim stabilization shall be applied to the disturbed area. Protection of the interim stabilization method is required. Reapplication of interim stabilization may be required as directed.
- (4) Permanent Stabilization. Permanent stabilization is defined as the covering of disturbed areas with seeding, mulching with tackifier, soil retention coverings, and such non-erodible methods such riprap, road shouldering, etc., or a combination thereof as required by the Contract. Other permanent stabilization techniques may be proposed by the Contractor, in writing, and shall be used when approved in writing by the Engineer. Permanent stabilization shall begin within 48 hours after topsoil placement, soil conditioning, or combination thereof starts and shall be pursued to completion.
- (5) Final Stabilization. Final stabilization is defined as when all ground disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent physical erosion reduction methods have been employed.
- (f) *Maintenance.* Erosion and sediment control practices and other protective measures identified in the SWMP as BMPs for stormwater pollution prevention shall be maintained in effective operating condition until the CDPS-SCP has been transferred to CDOT. BMPs shall be continuously maintained in accordance with good engineering, hydrologic and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the height of the erosion control device. When possible, the Contractor shall use equipment with an operator rather than labor alone to remove the sediment.

Maintenance of erosion and sediment control devices shall include replacement of such devices upon the end of their useful service life as recommended by the Contractor and approved by the Engineer. Maintenance of rock check dams and vehicle tracking pads shall be limited to removal and disposal of sediment or addition of aggregate. Damages resulting from failure to maintain BMPs shall be paid at the contractors expense.

Complete site assessment shall be performed as part of comprehensive inspection and maintenance procedures, to assess the adequacy of BMPs at the site and the necessity of changes to those BMPs to ensure continued effective performance. Where site assessment results in the determination that new or replacement BMPs are necessary, the BMPs shall be installed to ensure continuous effectiveness. When identified, BMPs shall be maintained, added, modified or replaced as soon as possible, immediately in most cases.

Approved new or replaced BMPs will be measured and paid for in accordance with subsections 208.11 and 208.12. Devices damaged due to the Contractor's negligence shall be replaced at Contractor's expense.

From the time seeding and mulching work begins until the date the Contract work is accepted, the Contractor shall maintain all seeded areas. Damage to seeded areas or to mulch materials shall be immediately restored. Damage to seeded areas or to mulch materials due to Contractor negligence shall be immediately restored at the Contractor's expense. Restoration of other damaged areas will be measured and paid for under the appropriate bid item.

14
 REVISION OF SECTION 208
 EROSION CONTROL

Temporary BMPs may be removed upon completion of the project, as determined by the Water Quality Partial Acceptance walk-through. If removed, the area in which these BMPs were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed BMPs shall become the property of the Contractor.

If a project delay occurs, the Contractor shall be responsible to continue erosion and sediment control operations beyond the original contract time.

Sediment removed during maintenance of BMPs and material from street sweeping may be used in or on embankment, provided it meets conditions of Section 203 and is distributed evenly across the embankment.

Whenever sediment collects on the paved surface, the surface shall be cleaned. Street washing will not be allowed. Storm drain inlet protection shall be in place prior to shoveling, sweeping, or vacuuming. Sweeping shall be completed with a pickup broom or equipment capable of collecting sediment. Sweeping with a kick broom will not be allowed.

Material from pavement saw cutting operations shall be cleaned from the roadway surface during operations using a vacuum. A BMP, such as a berm, shall be placed to contain slurry from joint flushing operations until the residue can be removed from the soil surface. Aggregate bags, erosion logs or other permeable BMPs shall not be used. Residue shall not flow into driving lanes. It shall be removed and disposed of in accordance with subsection 107.25(b) 13. Material containment and removal will not be paid for separately, but shall be included in the work.

208.05 Construction of BMPs. BMPs shall be constructed in accordance with Standard Plans M-208-1, M-216-1 and with the following.

- (a) *Seeding, Mulching, Sodding, Soil Retention Blanket.* Seeding, mulching, sodding, and soil retention blanket shall be performed in accordance with Sections 212, 213, and 216.
- (b) *Erosion Bales.* The bales shall be anchored securely to the ground with wood stakes.
- (c) *Silt Fence.* Silt fence shall be installed in locations specified in the Contract prior to any grubbing or grading activity.
- (d) *Temporary Berms.* Berms shall be constructed to the dimensions shown in the Contract, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.
- (e) *Temporary Diversion.* Diversions shall be constructed to the dimensions shown in the Contract, and graded to drain to a designated outlet. The berm shall be sufficiently compacted to prevent erosion or failure. If the diversion erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.
- (f) *Temporary Slope Drains.* Temporary slope drains shall be installed prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to prevent erosion.
- (g) *Silt Berm.* Prior to installation of silt berms, the Contractor shall prepare the surface of the areas in which the berms are to be installed such that they are free of materials greater than 2 inches in diameter and are suitably smooth for the installation of the silt berms, as approved. Silt berms shall be secured with spikes. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket.
- (h) *Rock Check Dam.* Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans.

15
 REVISION OF SECTION 208
 EROSION CONTROL

- (i) *Riprap Outlet Protection.* Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1 foot minimum. Riprap size shall be as shown on the plans.
- (j) *Storm Drain Inlet Protection.* Prior to installation, the Contractor shall sweep the surface of the area in which the storm drain inlet protection devices are to be installed such that the pavement is free of sediment and debris. The ends of the inlet protection Type 1 and Type 2 shall extend a minimum of 1 foot past each end of the inlet.

The Contractor shall remove all accumulated sediment and debris from the surface surrounding all storm drain inlet protection devices after each rain event or as directed. The Contractor shall remove accumulated sediment from Type II and III containment area when it is more than a maximum one third full of sediment, or as directed.

The Contractor shall protect storm drain facilities adjacent to locations where pavement cutting operations involving wheel cutting, saw cutting, sand blasting, or abrasive water jet blasting are to take place.

- (k) *Sediment Trap.* Sediment traps shall be installed to collect sediment laden water and to minimize the potential of pollutants leaving the project site. Locations shall be as shown on the plans or as directed.

Sediment traps shall be constructed prior to disturbance of upslope areas and shall be placed in locations where runoff from disturbed area can be diverted into the trap.

The area under the embankment shall be cleared, grubbed and stripped of any vegetation and roots.

Fill material for the embankment shall be free of roots or other vegetation, organic material, large stones, and other objectionable material.

Sediment shall be removed from the trap when it has accumulated to one half of the wet storage depth of the trap and shall be disposed of in accordance with subsection 208.04(f).

- (l) *Erosion Logs.* Erosion logs shall be embedded 2 inches into the soil. Stakes shall be embedded to a minimum depth of 12 inches. At the discretion of the Engineer, a shallower depth may be permitted if rock is encountered.

The Contractor shall maintain the erosion logs during construction to prevent sediment from passing over or under the logs.

- (m) *Silt Dikes.* Prior to installation of silt dikes, the Contractor shall prepare the surface of the areas in which the silt dikes are to be installed such that they are free of materials greater than two inches in diameter and are suitably smooth for the installation of the silt dikes, as approved by the Engineer.

- (n) *Concrete Washout Structure.* The concrete washout structure shall meet or exceed the dimensions shown on the plans or be used in accordance with manufacturer's recommendations. Work on this structure shall not begin until written acceptance is provided by the Engineer.

Concrete washout structure shall conform to standard plan M-208-1 and shall meet the following requirements:

- (1) Structure shall contain all washout water.
- (2) Stormwater shall not carry wastes from washout and disposal locations.
- (3) The site shall be located a minimum of 50 horizontal feet from State waters and shall meet all requirements for containment and disposal as defined in subsection 107.25.
- (4) The site shall be signed as "Concrete Washout".

16
 REVISION OF SECTION 208
 EROSION CONTROL

- (5) The site shall be accessible to appropriate vehicles.
- (6) Freeboard capacity shall be included into structure design to reasonably ensure the structure will not overtop during or because of a precipitation events.
- (7) The Contractor shall prevent tracking of washout material out of the washout structure.
- (8) Solvents, flocculents, and acid shall not be added to wash water.
- (9) The structure shall be surrounded on three sides by a compacted berm.
- (10) The structure shall be fenced with orange plastic construction fencing to provide a barrier to construction equipment and to aid in identification of the concrete washout area.
- (11) Concrete waste, liquid and solid, shall not exceed 2/3 the storage capacity of the washout structure.

Pre-fabricated concrete washout structures shall meet the following requirements:

- (1) Structure shall contain all washout water.
 - (2) Structure shall be located 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas are as defined in the Contract. Locations shall be as approved by the Engineer. The site shall be delineated with orange plastic fence or other means and signed as "Concrete Washout".
 - (3) The site shall be accessible to appropriate vehicles.
 - (4) Freeboard capacity shall be included into structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
 - (5) Solvents, flocculants, and acid shall not be added to wash water.
 - (6) Concrete waste, liquid and solid, shall not exceed 2/3 the storage capacity of the washout structure.
 - (7) Prefabricated structures cannot be moved when they contain liquid, unless otherwise approved.
 - (8) The concrete washout structure shall be completed and ready for use prior to concrete placement operations.
 - (9) Washout areas shall be checked and maintained as required. On site permanent disposal of concrete washout waste is not allowed.

 All liquid and solid wastes, including contaminated sediment and soils generated from concrete washout shall be hauled away from the site and disposed of properly at the Contractor's expense.
- (o) *Vehicle Tracking Pad (VTP)*. Vehicle tracking pads shall be constructed to the minimum dimensions shown in the Contract, unless otherwise directed by the Engineer. Construction of approved vehicle tracking pads shall be completed before any disturbance of the area.

The Contractor shall maintain each vehicle tracking pad during the entire time that it is in use for the project.

17
 REVISION OF SECTION 208
 EROSION CONTROL

The vehicle tracking pad shall be removed at the completion of the project unless otherwise directed by the Engineer. Additional aggregate may be required for maintenance and will be paid for under Pay Item, Maintenance Aggregate (Vehicle Tracking Pad).

- (p) *Detention Pond*. Permanent detention ponds shown on the construction plans may be used as temporary BMPs if all the following conditions are met:
- (1) The pond is designated as a construction BMP in the SWMP.
 - (2) The pond outfall and outlet are designed and implemented for use as a BMP during construction in accordance with good engineering, hydrologic, and pollution control practices. The stormwater discharges from the outfall shall not cause degradation or pollution of State waters, and shall have BMPs, as appropriate.
 - (3) All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance
- (q) *Aggregate Bag*. Aggregate bags shall be placed on a stable surface, consisting of pavement, grass or gravel. Aggregate bags shall be placed to conform to the surface without gaps. Discharge water shall not cause erosion.
- (r) *Surface Roughening*. Surface roughening creates horizontal grooves along the contour of the slope. Roughening may be accomplished by furrowing, scarifying, ripping or disking the soil surface to create a 2 to 4 inch minimum variation in soil surface. Surface roughening will not be paid for separately, but shall be included in the work.
- (s) *Vertical Tracking*. Vertical tracking involves driving a tracked vehicle up and down the soil surface and creating horizontal grooves and ridges along the contour of the slope. Sandy soils or soils that are primarily rock need not be tracked. Vertical tracking will not be paid for separately, but shall be included in the work.

208.06 Materials Handling and Spill Prevention. The SWMP Administrator shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have a Spill Response Plan in place as specified in subsections 107.25(b) 6 or 208.06(c). Construction equipment, fuels, lubricants, and other petroleum distillates shall not be stored or stockpiled within 50 horizontal feet of any State waters or more if the Contractor determines necessary. Equipment fueling and servicing shall occur only within approved designated areas.

- (a) *Bulk Storage Structures*. Bulk storage structures for petroleum products and other chemicals shall have impervious secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering State waters. Secondary containment shall be capable of containing the combined volume of all the storage containers plus at least 10 percent freeboard. For secondary containment that is used and may result in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of all accumulated stormwater which is deemed to be contaminated (e.g., has an unusual odor or sheen).
- (b) *Lubricant Leaks*. The Contractor shall inspect equipment, vehicles, and repair areas daily to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. The Contractor shall inform all Spill Response Coordinators in accordance with the Spill Response Plan if unforeseen leakage is encountered. All materials resulting from POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. Control, cleanup, and removal of by-products resulting from POL leaks shall be performed at the Contractor's expense.

18
 REVISION OF SECTION 208
 EROSION CONTROL

- (c) *Spill Response Plan.* A spill Response Plan shall be developed and implemented to establish operating procedures for handling potential pollutants and preventing spills.

The Response Plan shall contain the following information:

- (1) Identification and contact information of each Spill Response Coordinator
- (2) Locations of areas on project site where equipment fueling and servicing operations are permitted.
- (3) Location of cleanup kits.
- (4) Quantities of chemicals and locations stored on site.
- (5) Label system for chemicals and Safety Data Sheets (SDS) for products.
- (6) Clean up procedures to be implemented in the event of a spill that does not enter State waters or ground water.
- (7) Procedures for spills of any size that enter surface waters or ground water, or have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide contains Spill notification contacts and phone numbers required in the Spill Response Plan.
- (8) A summary of the employee training provided.

Information in items (1) through (8) shall be updated in the SWMP Notebook when they change.

208.07 Stockpile Management. Material stockpiles shall be located 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be approved by the Engineer.

Erodible stockpiles (including topsoil) shall be contained with acceptable BMPs at the toe (or within 20 feet of the toe) throughout construction. BMPs shall be approved by the Engineer. The SWMP Administrator shall describe, detail, and record the sediment control devices on the SWMP.

208.08 Limits of Disturbance. The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other action which would disturb existing soil conditions. Staging areas within the LDA shall be as approved by the Engineer. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor's expense. The SWMP Administrator shall tabulate additional disturbances not identified in the CDPS_SCP application and indicate changes to locations and quantities on the SWMP. The Contractor shall report the changes and additional disturbances to the Engineer, Water Quality Control Division of CDPHE and all other involved agencies.

The Contractor shall pursue and stabilize all disturbances to completion.

208.09 Failure to Perform Erosion Control. Failure to implement the Stormwater Management Plan is a violation of the CDPS – SCP and CDOT specifications. CDOT is obligated to implement enforcement mechanisms in accordance with CDOT's MS4 Permit COS000005 for Stormwater Management and erosion control Best Management Practices. Penalties may be assessed to the Contractor by the appropriate agencies. Penalties will be assessed by the Department as liquidated damages for failure to meet the Permit. All fines assessed to the Department for the Contractor's failure to implement the SWMP will be deducted from moneys due the Contractor in accordance with subsection 107.25(c) 2.

19
 REVISION OF SECTION 208
 EROSION CONTROL

The Contractor will be subject to liquidated damages for incidents of failure to perform erosion control as required by the Contract. Liquidated damages will be applied for failure to comply with the CDPS-SCP and these specifications, including the following:

- (1) Failure to include erosion control in the project schedule or failure to include erosion control in each schedule update as specified in subsection 208.03(b).
- (2) Failure of the Contractor to perform the inspections required by subsection 208.03(c) 2.
- (3) Failure of the Contractor to implement necessary actions required by the Engineer as required by subsection 208.03(c).
- (4) Failure to amend the SWMP and implement BMPs as required by subsection 208.04.
- (5) Failure to keep documentation and records current.
- (6) Failure to construct or implement erosion control or spill containment measures required by the Contract, or failure to construct or implement them in accordance with the Contractor's approved schedule as required by subsection 208.06(c).
- (7) Failure to limit temporary stabilization to 20 or fewer acres as required by subsection 208.04 (e).
- (8) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer or from a water quality inspection as required by subsection 208.04(f).
- (9) Failure to remove and dispose of sediment from BMPs as required.
- (10) Failure to install and properly utilize a concrete washout structure for containing washout from concrete placement operations.
- (11) Failure to perform stabilization as required by subsection 208.04 (e).
- (12) Failure of the Superintendent or designated representative to attend inspections as required by subsection 208.03(c) and record findings in the appropriate form.
- (13) Failure to prevent discharges not composed entirely of stormwater from leaving the Construction Site.
- (14) Failure to provide the survey of Permanent Water Quality BMPs when required on the project in accordance with 208.10.

The Engineer will immediately notify the Contractor of each incident of failure to perform erosion control in accordance with the CDPS-SCP and these specifications, including items (1) through (14) above by issuing the Form 105. Correction shall be made as soon as possible but no later than 48 hours from the date of notification to correct the failure. The Contractor will be charged liquidated damages in the amount of \$970 for each day after the 48 hour period has expired, that one or more of the incidents of failure to perform the requirements for each Form 105 remains uncorrected. Liquidated damages will begin at Midnight of the date the 48 hours has expired.

This deduction will not be considered a penalty, but will be considered liquidated damages based on estimated additional construction engineering costs. The liquidated damages will accumulate, for each cumulative day that one or more of the incidents remain uncorrected. The number of days for which liquidated damages are assessed will be cumulative for the duration of the project; that is: the damages for a particular day will be added to the total

REVISION OF SECTION 208
EROSION CONTROL

number of days for which liquidated damages are accumulated on the project. The liquidated damages will be deducted from any monies due the Contractor.

If all other failures are not corrected within 48 hours after liquidated damages have begun to be assessed, the Engineer will issue a Stop Work Order in accordance with subsection 105.01. Work shall not resume until the Engineer has approved a written corrective action plan submitted by the Contractor that includes measures to prevent future violations and a schedule for implementation.

If the Contractor requires more than 96 hours to perform the corrective work from the date on the Form 105, the Contractor shall submit a request for deferment. The deferment request shall be in writing and shall include the specific failure, temporary measures until final correction is made, the methodology which will be employed to make the correction and interim milestones to completing the work. The Region Water Pollution Control Manager (RWPCM), Engineer, the SWMP Administrator and the Contractor shall concur on this deferral and set a proposed date of completion. If approved, the Contractor shall complete the corrective measures by Midnight of the proposed completion date. If corrective work is not corrected by the completion date the Engineer will issue a Stop Work Order. Liquidated Damages will apply retroactively back to the 48 hours after the 105 date of notification. Liquidated Damages will be assessed until the corrective work has been completed and accepted.

Deferment of work to correct failures to perform erosion control will not affect the Contractor's other contractual responsibilities, notifications for other non-compliance, nor the final completion date of the project. Liquidated Damages for other non-compliance notifications will continue to apply during the deferment period in addition to liquidated damages associated with the deferment.

Based on the submittal date of the approved deferment Liquidated Damages and a Stop Work Order may not be mandated to the Contractor.

Disagreements regarding the suggested corrective action for a BMP compliance issue between the Project Engineer, SWMP Administrator, and Superintendent, shall be discussed with the Resident Engineer and Region Water Pollution Control Manager. If after the discussions, the Project Engineer and the Contractor are still in disagreement and feel that additional compensation is owed, the Contractor will follow the decision of the Project Engineer, keep track of the costs and negotiate further with the Project Engineer. If after pursuing the issue, the Contractor is unable to reach agreement with the Project Engineer, then the Contractor can follow the dispute process outlined in subsection 105.22.

If the Contractor's corrective action plan and schedule are not submitted and approved within 96 hours of the initial notice, the Engineer will issue a Stop Work Order and have an on-site meeting with the Superintendent, SWMP Administrator, and the Superintendent's supervisor. This meeting will also be attended by the Resident Engineer, the Region Water Pollution Control Manager, and the Region Program Engineer. This meeting will identify and document needed corrective actions and a schedule for completion. If after the meeting, the unacceptable work is not remedied within the schedule as agreed to in the meeting, the Engineer will take action to effect compliance with the CDPS-SCP and these specifications by utilizing CDOT Maintenance personnel or other non-Contractor forces and deduct the cost from any moneys due or to become due to the Contractor pursuant to subsection 105.17. Delays due to these Stop Work Orders shall be considered non-excusable. The Stop Work Order shall be in place until the project is in CDPS-SCP compliance.

If the Contractor remains non-responsive to requirements of the on-site meeting, the Engineer will start default or Contract termination procedures in accordance with subsections 108.09 and 108.10. CDOT will proceed with corrective or disciplinary action in accordance with the Rules for Prequalification, Debarment, Bidding and Work on Transportation, Road, Highway and Bridge Public Projects.

When a failure meets any one of the following conditions, the Engineer will immediately issue a Stop Work Order in accordance with subsection 105.01 irrespective of any other available remedy:

- (1) It may endanger health or the environment.
- (2) It consists of a spill or discharge of hazardous substances or oil which may cause pollution of the waters of the state.

REVISION OF SECTION 208
EROSION CONTROL

(3) It consists of a discharge which may cause a violation of a water quality standards.

208.10 Items to Be Completed Prior to Requesting Partial Acceptance of Water Quality Work.

- (a) *Reclamation of Washout Areas.* After concrete operations are complete, washout areas shall be reclaimed in accordance with subsection 208.05(n) at the Contractor's expense.
- (b) *Survey.* When Permanent Water Quality BMPs (Permanent BMP) are required on the project, the Contractor shall survey the BMPs to confirm that they conform to the configuration and grade shown on the Plans. The survey shall conform to Section 625. The results of the survey shall be submitted as Microstation or AutoCad drawing files and PDF files, showing both designed and final elevations and configurations. Paper versions of the drawings shall be submitted with the stamp and seal of the Contractor's Surveyor.

The Engineer and the CDOT Hydraulics Engineer for the region will perform a walkthrough of the Permanent BMPs to confirm conformance to material requirements, locations and dimensions of the Permanent BMPs. Permanent BMPs not meeting the Contract requirements will be identified in writing by the Engineer, and shall be repaired or replaced at the Contractor's expense. Correction surveys shall be performed at the Contractor's expense to confirm the locations and dimensions of each Permanent BMP. Final as-built plans of the Permanent BMPs shall be provided to the Engineer and the CDOT Region and Headquarter Permanent Water Quality Control Specialist for their records.

- (c) *Locations of Temporary BMPs.* The Engineer will identify locations where modification, cleaning or removal of temporary BMPs are required, and will provide these in writing to the Contractor. Upon completion of work required, the SWMP Administrator shall modify the SWMP to provide an accurate depiction of BMPS to remain on the project site.

METHOD OF MEASUREMENT

208.11 Erosion Control Management will be measured as the actual number of days of ECM work performed onsite, regardless of the number of ECIs required, including erosion control inspections, documentation, meeting participation, SWMP Administration, and the preparation of the SWMP notebook.

Erosion bales will be measured by the actual number installed and accepted.

Silt fence, silt berms, erosion logs, aggregate bags, silt dikes, temporary berms, rock check dams, temporary diversions, and temporary slope drains, will be measured by the actual number of linear feet that are installed and accepted. Measured length will not include required overlap.

Concrete washout structure will be measured by the actual number of structures that are installed and accepted.

Storm drain inlet protection will be measured by linear foot or actual number of devices that are installed and accepted.

Sediment trap quantities will be measured by the actual number installed and accepted.

Removal of trash that is not generated by construction activities will be measured by the actual number of hours that Contractor workers actively remove trash from the project. Each week the Contractor shall submit to the Engineer a list of workers and the hours spent collecting such trash.

Removal of accumulated sediment from traps, basins, areas adjacent to silt fences and erosion bales, and other clean out excavation of accumulated sediment, and the disposal of such sediment, will be measured by the number of hours that equipment, labor, or both are used for sediment removal.

Vehicle tracking pads will be measured by the actual number constructed and accepted.

Additional aggregate required for maintaining vehicle tracking pads will be measured as the actual number of cubic yards installed and accepted.

REVISION OF SECTION 208
EROSION CONTROL

BASIS OF PAYMENT

208.12 ECM and BMPs will be paid for at the Contract unit price for each of the items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Aggregate Bag	Linear Foot
Concrete Washout Structure	Each
Erosion Bales (Weed Free)	Each
Erosion Control Management	Day
Erosion Log (Type 1) (____ Inch)	Linear Foot
Erosion Log (Type 2) (____ Inch)	Linear Foot
Pre-Fabricated Concrete Washout Structure	Each
Pre-Fabricated Vehicle Tracking Pad	Each
Maintenance Aggregate (Vehicle Tracking Pad)	Cubic Yard
Removal and Disposal of Sediment (Equipment)	Hour
Removal and Disposal of Sediment (Labor)	Hour
Removal of Trash	Hour
Rock Check Dam	Each
Sediment Basin	Each
Sediment Trap	Each
Silt Berm	Linear Foot
Silt Dike	Linear Foot
Silt Fence	Linear Foot
Silt Fence (Reinforced)	Linear Foot
Storm Drain Inlet Protection (Type__)	Linear Foot
Storm Drain Inlet Protection (Type__)	Each
Sweeping (Sediment Removal)	Hour
Temporary Berm	Linear Foot
Temporary Diversion	Linear Foot
Temporary Slope Drains	Linear Foot
Vehicle Tracking Pad	Each

Payment for Erosion Control Management (ECM) will be full compensation for all labor, materials and equipment necessary for the SWMP Administrator and Erosion Control Inspectors to perform all the work described in this specification. This includes assembling items 5-19 and required updates to the SWMP Notebook on site.

The SWMP Administrator and ECI's commute times will not be measured and paid for separately, but shall be included in the work.

Modifications to the SWMP Notebook due to construction errors or survey errors by the contractor shall be at the Contractor's expense.

Temporary erosion control will be measured and paid for by the BMPs used. Surface roughening and vertical tracking will not be measured and paid for separately but shall be included in the work. Payment for each BMP item will be full compensation for all work and materials required to furnish, install, maintain and remove the BMP when directed.

REVISION OF SECTION 208
EROSION CONTROL

Payment for Removal and Disposal of Sediment (Equipment) will be full compensation for use of the equipment, including the operator. Payment for Removal and Disposal of Sediment (Labor) will be full compensation for use of the labor.

Payment for concrete washout structure, whether constructed or prefabricated, will be full compensation for all work and materials required to install, maintain, and remove the item. Maintenance and relocation, as required, of these structures throughout the duration of the project will not be measured and paid for separately, but shall be included in the work.

Silt berm spikes will not be measured and paid for separately, but shall be included in the work. When required, soil retention blankets will be measured and paid for in accordance with Section 216. Silt dike staples will not be measured and paid for separately, but shall be included in the work.

Spray-on mulch blankets required by the Contract, including those used in both interim and final stabilization, will be measured and paid for in accordance with Section 213.

Payment for storm drain inlet protection will be full compensation for all work, materials, and equipment required to complete the item, including surface preparation, maintenance throughout the project, and removal upon completion of the work. Aggregate will not be measured and paid for separately, but shall be included in the work.

Sweeping, when used as a BMP as shown in the Contract, will be measured by the number of hours that a pickup broom or equipment capable of collecting sediment, authorized by the Engineer, is used to remove sediment from the roadway or other paved surfaces. Each week the Contractor shall submit to the Engineer a statement detailing the type of sweeping equipment used and the number of hours it was used to pick up sediment. Operator will not be measured and paid for separately, but shall be included in the work.

Stakes, anchors, connections, geotextile, riprap and tie downs used for temporary slope drains will not be measured and paid for separately, but shall be included in the work.

Payment for vehicle tracking pad will be full compensation for all work, materials and equipment required to construct, maintain, and remove the entrance upon completion of the work. Aggregate and geotextile will not be measured and paid for separately, but shall be included in the work. If additional aggregate for maintenance of vehicle tracking pads is required, it will be measured by the cubic yard in accordance with Section 304 and will be paid for under this Section.

Seeding, sod, mulching, soil retention blanket, and riprap will be measured and paid for in accordance with Sections 212, 213, 216, and 506.

Geotextile (Erosion Control) (Class 2) will be measured and paid for in accordance with Section 420.

All work and materials required to perform the permanent BMP survey and furnish the electronic files shall be included in the original unit price bid for surveying. Surveying will be measured and paid for in accordance with Section 625.

Payment will be made for BMPs replaced as approved by the Engineer. Temporary erosion and sediment BMPs required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Engineer or for the Contractor's convenience, shall be performed at the Contractor's expense. If the Contractor fails to complete construction within the contract time, payment will not be made for Section 208 pay items for the period of time after expiration of the contract time. These items shall be provided at the Contractor's expense.

1
REVISION OF SECTION 212
SEED

Section 212 of the Standard Specifications is hereby revised for this project as follows:

In subsection 212.02 (a), delete the first paragraph and replace with the following:

- a) *Seed.* All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All seeds shall be free from noxious weed seeds in accordance with current state and local lists and as indicated in Section 213. The Contractor shall furnish to the Engineer a signed statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within thirteen months prior to the date of seeding. The Engineer may obtain seed samples from the seed equipment, furnished bags or containers to test seed for species identification, purity and germination. Seed tested and found to be less than 10 percent of the labeled certified PLS and different than the specified species will not be accepted. Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

1
 REVISION OF SECTION 213
 MULCHING

Section 213 of the Standard Specifications is hereby revised for this project as follows:

In subsection 213.01, delete the last paragraph and replace with the following:

This work includes furnishing and applying spray-on mulch blanket or bonded fiber matrix on top of rock cuts and slopes after seeding or as temporary stabilization as shown on the plans or as directed by the Engineer.

In subsection 213.02, delete the eighth paragraph and replace with the following:

The hydromulch material for hydraulic mulching shall consist of virgin wood fibers manufactured expressly from clean whole wood chips. The chips shall be processed in such a manner as to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled materials such as sawdust, paper, cardboard, or residue from pulp and paper plants. The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the mulch material shall form a blotter like mat covering the ground. This mat shall have the characteristics of moisture absorption and percolation and shall cover and hold seed in contact with the soil. The Contractor shall obtain certifications from suppliers that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

In subsection 213.02, delete the eleventh paragraph and replace with the following:

Material for mulch tackifier shall consist of a free-flowing, noncorrosive powder produced either from the natural plant gum of *Plantago Insularis* (Desert Indianwheat) or pre-gelatinized 100 percent natural corn starch polymer. The powders shall possess the following properties:

Plantago Insularis (Desert Indianwheat):

Property	Requirement	Test Method
(1) pH 1% solution	6.5 - 8.0	
(2) Mucilage content	75% min.	ASTM D7047

Pre-gelatinized 100 percent natural corn starch polymer:

(1) Organic Nitrogen as protein	5.5-7%
(2) Ash content	0-2%
(3) Fiber	4-5%
(4) pH 1% solution	6.5 – 8.0
(5) Size	100% thru 850 microns (20 mesh)
(6) Settleable solids	<2%

All fibers shall be colored green or yellow with a biodegradable dye.

Delete the last paragraph in subsection 213.02 and replace with the following:

- (a) *Spray-on Mulch Blanket*. Spray on mulch blanket shall be one of the following, unless otherwise shown on the plans:
 - (1) Spray-on Mulch Blanket (Type 1) shall be a hydraulically applied matrix containing organic fibers, water soluble cross-linked tackifier, reinforcing natural and/or synthetic interlocking fibers. Mulch Blanket (Type 1) shall conform to the following:

2
 REVISION OF SECTION 213
 MULCHING

Properties	Requirement	Test Method
Organic Fibers	71% Min.	ASTM D 2974
Cross linked Tackifiers	10% +/- 2% Min.	
Reinforcing Interlocking Fibers	10% +/- 1% Min.	
Biodegradability	100%	ASTM D 5338
Ground Cover @ Application Rate	90% Min.	ASTM D 6567
Functional Longevity	12 Months Min.	
Cure Time	< 8 hours	
Application		
Application Rate	3,000 lb./acre	

The organic fiber shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. The organic fibers and reinforcing interlocking fibers cannot be produced from sawdust, cardboard, paper, or paper by-products.

- (2) Spray-on Mulch Blanket (Type 2) shall be a hydraulically applied matrix pre-packaged in 50 pound bags containing both a soil and fiber stabilizing compound and thermally processed wood fiber.

The sterilized weed-free wood fiber mulch shall be manufactured through a thermo-mechanical defibrating process containing a specific range of fiber lengths averaging 0.25 inches or longer.

Mulch Blanket (Type 2) shall meet the following requirements:

Property	Requirement	Test Method
Fiber Retention On 28-Mesh Screen	≥ 40%	Tyler Ro-Tap Method
Moisture Content	12% ± 2%	Total Air Dry Weight Basis
Organic Matter	99.2% ± 0.2%	Oven Dry Weight Basis
Ash Content	0.8% ± 0.2%	Oven Dry Weight Basis
pH At 3% Consistency In Water	4.5-7.0 ± 0.5%	
Sterilized Weed-Free	Yes	
Non-Toxic To Plant Or Animal Life	Yes	

The soil and fiber stabilizing compound shall be composed of linear anionic copolymers of acrylamide pre-packed within the bag having a minimum content of 1.0 percent. The compound shall conform to the following:

Property	Requirement
Molecular Weight	≥ 12x10 ⁶
Charge Density	> 25%
Non-Toxic To Plant Or Animal Life	Yes

- (b) *Bonded Fiber Matrices (BFM)*. BFM shall consist of hydraulically-applied matrix with a minimum of 70 percent non-toxic thermally processed or refined long strand organic fibers and water soluble tackifier to provide erosion control and designed to be functional for a minimum of 9 months. BFMs form an erosion-resistant blanket that promotes vegetation and prevents soil erosion. The BFM shall be 100 percent biodegradable. The binder in the BFM should also be biodegradable. Biodegradable BFMs should not be applied immediately before, during, or immediately after rainfall if the soil is saturated. BFM shall conform to the following requirements:

3
 REVISION OF SECTION 213
 MULCHING

Property	Requirement	Test Method
Ground Cover (%)	95	ASTM 6567
Bio-degradability (%)	100	ASTM 5338
Functional Longevity (months)	9 month minimum	
Cure Time (hours)	24-48	
Cross-linked tackifier	10% minimum	
Application		
Application Rate (lbs./Acre)	3000	

The fibers shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. Fiber shall not be produced from sawdust, cardboard, paper, or paper by-products.

In subsection 213.03 (b) 2, delete the second paragraph and replace with the following:

Application Rate: Apply this as an overspray at the following rate or as approved by the Engineer.

Powder	Fiber	Water
200 lbs./Acre	300 lbs./Acre	2000 gal./Acre

In subsection 213.03, delete (f) and replace with the following:

- (f) *Spray-on Mulch Blanket.* Spray-on Mulch Blanket shall strictly comply with the Manufacturer’s mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio nutrients will be permitted. Apply Spray-on mulch blanket in a uniform application using a minimum 22 degree arc type nozzle. Apply hydro slurry in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers).

Hydromulching vessel shall be filled with water to at least 1/3 capacity (high enough to cover agitators) prior to adding any material. Continue to fill vessel with water and slowly add the fibers while agitators are in motion. Run agitators at ¾ speed. Continue to mix tank a minimum of 10 minutes prior to application.

Co-polymer shall not be used use in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Subsection 213.03 shall include the following:

- (g) *Bonded Fiber Matrices (BFM).* Bonded fiber matrices shall strictly comply with the Manufacturer’s mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio stimulant materials shall be permitted. BFM shall be applied in a uniform application using a minimum 22 degree arc type nozzle. Apply BFM in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers).

Biodegradable BFMs should not be applied immediately before, during, or immediately after rainfall if the soil is saturated.

Product shall not be used use in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Foot traffic, mechanical traffic or grazing shall not be permitted on treated areas until vegetated. Treated areas damaged due to circumstances beyond Contractor’s control shall be repaired or re-applied as ordered. Payment for corrective work, when ordered, shall be at contract rates.

REVISION OF SECTION 213
MULCHING

In subsection 213.04, delete the first paragraph and replace with the following:

The quantity of hay and straw mulch, wood chip mulch, wood fiber and, spray-on mulch tackifier, bonded fiber matrix and tackifier will not be measured but shall be the quantity designated in the Contract, except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity designated in the Contract. Measurement for acres will be by slope distances.

In subsection 213.04, delete the fourth paragraph and replace with the following:

Spray-on Mulch Blanket and Bonded Fiber Matrix will be measured by the acre or by the actual pounds of product applied, as shown on the plans. The area will be calculated on the basis of actual or computed slope measurements. The Contractor shall verify prior to application, weight of spray on mulch blanket and bonded fiber matrix bags for certification of materials and application rate.

Subsection 213.05 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Bonded Fiber Matrix	Acre
Bonded Fiber Matrix	Pound
Spray on Mulch Blanket	Pound

Payment for spray-on mulch blanket and bonded fiber matrix will be full compensation for all work and materials necessary to complete this item.

REVISION OF SECTION 401
COMPACTION OF HOT MIX ASPHALT

Section 401 of the Standard Specifications is hereby revised for this project as follows:

In subsection 401.17, delete the first paragraph and replace with the following:

401.17 Compaction. The hot mix asphalt shall be compacted by rolling. Both steel wheel and pneumatic tire rollers will be required. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained. When the mixture contains unmodified asphalt cement (PG 58-28 or PG 64-22) or modified (PG 58-34), and the surface temperature falls below 185 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat. If the mixture contains modified asphalt cement (PG 76-28, PG 70-28 or PG 64-28) and the surface temperature falls below 230 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat.

Warm Mix Asphalt compaction requirements shall conform to CP 59.

In subsection 401.17, delete the third paragraph and replace with the following:

SMA shall be compacted to a density of 93 to 97 percent of the daily theoretical maximum specific gravity, determined according to CP 51. All other HMA shall be compacted to a density of 92 to 96 percent of the daily theoretical maximum specific gravity, determined according to CP 51. If more than one theoretical maximum specific gravity test is taken in a day, the average of the theoretical maximum specific gravity results will be used to determine the percent compaction. Field density determinations will be made in accordance with CP 44 or 81.

In subsection 401.17, second to last paragraph, delete the first sentence and replace with the following:

After production paving work has begun, a new Roller Pattern shall be demonstrated when a change in the compaction process is implemented.

REVISION OF SECTION 401
TEMPERATURE SEGREGATION

Section 401 of the Standard Specifications is hereby revised for this project as follows:

In subsection 401.16 delete the twelfth (last) paragraph and replace it with the following:

The Engineer may evaluate the HMA for low density due to temperature segregation any time industry best practices, as detailed on Form 1346, are not being followed or the Engineer suspects temperature segregation is occurring. The Engineer will first meet with the Contractor to discuss the paving practices that are triggering the temperature investigation. Areas across the mat, excluding the outside 1 foot of both edges of the mat, that are more than 25 °F cooler than other material across the width may be marked for density testing. Material for temperature comparison will be evaluated in 3-foot intervals behind the paver across the width of the mat. The material shall be marked and tested in accordance with CP 58. If four or more areas within a lot of 500 tons have densities of less than 93 percent of the material's maximum specific gravity for SMA mixes or less than 92 percent of the material's maximum specific gravity for all other HMA mixes, a 5 percent price disincentive will be applied to the 500 ton lot. The 500 ton count begins when the Engineer starts looking for cold areas, not when the first cold area is detected. This price disincentive will be in addition to those described in Sections 105 and 106. Only one area per delivered truck will be counted toward the number of low density areas. Temperature segregation checks will be performed only in areas where continuous paving is possible.

REVISION OF SECTION 412
PORTLAND CEMENT CONCRETE PAVEMENT FINISHING

Section 412 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 412.12(a) and replace it with the following:

- (a) *Hand Finishing.* Hand finishing should be minimized wherever possible. The Engineer shall be notified prior to hand finishing work and the proposed hand finished work shall be addressed in the Quality Control Plan for concrete finishing. Unless otherwise specified, hand finishing methods will be permitted only under the following conditions. Hand finished concrete shall be struck off and screeded with a portable screed that is at least 2 feet longer than the maximum width of the slab to be struck off. It shall be sufficiently rigid to retain its shape. Concrete shall be thoroughly consolidated by hand vibrators. Hand finishing shall not be allowed after concrete has been in-place for more than 30 minutes or when initial set has begun unless otherwise approved by the Engineer. Finishing tools made of aluminum shall not be used.

The Contractor shall provide a Quality Control Plan (QCP) to ensure that proper hand finishing is accomplished in accordance with current Industry standards in the concrete pavement placement. It shall also identify the Contractor's method for ensuring that the provisions of the QCP are met. The QCP shall be submitted to the Engineer at the Preconstruction Conference. Paving operations shall not begin until the Engineer has approved the QCP. The QCP shall identify and address issues affecting the quality of finished concrete pavement including but not limited to:

- (1) Timing of hand finishing operations
- (2) Methodology to place and transport concrete
- (3) Equipment and tools to be utilized
- (4) Qualifications and training of finishers and supervisors

When the Engineer determines that any element of the approved QCP is not being implemented or that hand finished concrete is unacceptable, work shall be suspended. The Contractor shall supply a written plan to address improperly placed material and how to remedy future hand finishing failures and bring the work into compliance with the QCP. The Engineer will review the plan for acceptability prior to authorizing the resumption of operations.

1
 REVISION OF SECTIONS 412, 601 AND 711
 LIQUID MEMBRANE-FORMING COMPOUNDS
 FOR CURING CONCRETE

Sections 412, 601 and 711 of the Standard Specifications are hereby revised for this project as follows:

In subsection 412.14, first paragraph, delete the second sentence and replace with the following:

The impervious membrane curing compound shall meet the requirements of ASTM C 309, Type 2 and shall be volatile organic content (VOC) compliant.

In subsection 601.13 (b), first paragraph, delete the second sentence and replace with the following:

A volatile organic content (VOC) compliant curing compound conforming to ASTM C 309, Type 2 shall be used on surfaces where curing compound is allowed, except that Type 1 curing compound shall be used on exposed aggregate or colored concrete, or when directed by the Engineer.

In subsection 601.16 (a) 1., delete the first sentence and replace with the following:

1. Membrane Forming Curing Compound Method. A volatile organic content (VOC) compliant curing compound conforming to ASTM C 309, Type 2 shall be uniformly applied to the surface of the deck, curbs and sidewalks at the rate of 1 gallon per 100 square feet.

Delete subsection 711.01 and replace with the following:

711.01 Curing Materials. Curing materials shall conform to the following requirements:

Burlap Cloth made from Jute or Kenaf	AASHTO M 182
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309
Sheet Materials for Curing Concrete	AASHTO M 171*
*Only the performance requirements of AASHTO M171 shall apply.	

Straw used for curing shall consist of threshed straw of oats, barley, wheat, or rye. Clean field or marsh hay may be substituted for straw when approved by the Engineer. Old dry straw or hay which breaks readily in the spreading process will not be accepted.

REVISION OF SECTION 601
CLASS B, BZ, D, DT AND P CONCRETE

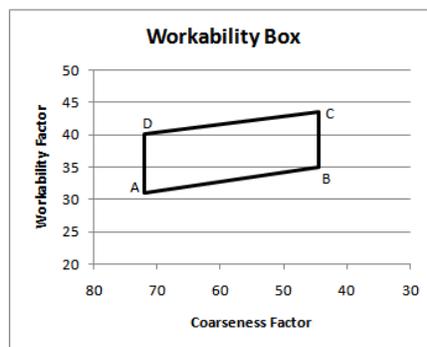
Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02 shall include the following:

Deviations from the Standard Class B, Class BZ, Class D, DT and P concrete may be made under the following conditions:

- (1) The minimum cement content may be reduced from that specified in Table 601-1 if lab test results show that the permeability of the mix does not exceed 2,500 Coulombs at an age of not more than 56 days as determined by ASTM C1202.
- (2) The maximum cement content may be increased from that specified in Table 601-1 if lab test results show that the unrestrained shrinkage is less than 0.050 percent when tested by CP-L 4103.
- (3) The maximum amount of fly ash substituted for ASTM C150 cement or the maximum pozzolan content when ASTM C595 or C1157 cement is used may exceed the limits in subsection 601.05 if lab test results show that the permeability of the mix does not exceed 2,500 Coulombs at an age of not more than 56 days as determined by ASTM C1202 and the salt scaling resistance is less than 3 as determined by ASTM C672.
- (4) Except for Class DT, the concrete mix may use an Optimized Gradation (OG). When an OG is used aggregate proportions must be a result of an optimized combined aggregate gradation (CAG) developed by an approved mix design technique such as Shilstone or KU Mix. The amount of aggregate in the CAG passing the 19 mm (¾ inch) sieve and retained on the 12.5 mm (½ inch) sieve shall be a minimum of 8 percent for the trial mix design. The coarseness factor (CF) and workability factor (WF) must plot within the workability box (ABCD) depicted graphically by the following 4 coordinate points:
 - a. Point A > (CF,WF) 72, 31
 - b. Point B > (CF,WF) 44.5, 35
 - c. Point C > (CF,WF) 44.5, 43.5
 - d. Point D > (CF,WF) 72, 40

Figure 601-1



$$CF = (S / T) \times 100$$

Where:

S = Percent Cumulative Retained on 9.5 mm (3/8 inch) Sieve

T = Percent Cumulative retained on 2.36 mm (No. 8) Sieve

WF is the percent passing the 2.36 mm (No. 8) sieve. Increase workability factor by 2.5 percentage points for every 94 pounds per cubic yard of cementitious material used in excess of 564 pounds per cubic yard in the mix design. Decrease workability factor by 2.5 percentage points for every 94 pounds per cubic yard of cementitious material used below 564 pounds per cubic yard in the mix design. The Contractor shall not adjust the workability factor if the amount of cementitious material is 564 pounds per cubic yard.

REVISION OF SECTION 601
CLASS B, BZ, D, DT AND P CONCRETE

- (5) Aggregate gradings not obtained through an OG may be used if lab test results show that the unrestrained shrinkage is less than 0.050 percent when tested by CP-L 4103.

Concrete with any of the above deviations shall be known as Class () Non Standard concrete (Class _-NS concrete). For example Class B-NS. Non Standard concrete may be substituted for the equivalent standard concrete. Non Standard concrete shall be tested, accepted, measured and paid for as standard concrete or the pay item specifying standard concrete.

Subsection 601.05 shall include the following in the second paragraph:

- (8) Concrete with an OG shall indicate the gradation proportions that results in a combined aggregate gradation corresponding to compliance within the specified CF and WF box and shall include the following charts used to perform aggregate gradation analysis:
- (i) Coarseness Factor
 - (ii) Workability Factor
 - (iii) 0.45 power
 - (iv) Combined gradation

Delete Subsection 601.06 (10) and (11) and replace with the following:

- (10) Weights of fine and coarse aggregates or combined weight when an OG is pre-blended
(11) Moisture of fine and coarse aggregates or combined moisture when an OG is pre-blended

Subsection 601.17 shall include the following:

(g) *Water to cementitious material content (w/cm) ratio.* When a Non Standard concrete is used the maximum w/cm ratio is the w/cm ratio that was used in the in the laboratory trial mix for the Concrete Mix Design. The w/cm ratio shall be determined for each batch of Non Standard concrete by the Contractor and provided to the Engineer for approval prior to placement. If an adjustment to the mix is made after the Engineer's approval, the w/cm shall be determined and submitted to the Engineer prior to the continuation of placement. Any Non Standard concrete that is placed without the Engineer's approval shall be removed and replaced at the Contractor's expense.

1
REVISION OF SECTION 601
CONCRETE BATCHING

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.06, delete (13) and (17) and replace with the following:

- (13) Gallons of water added by truck operator, the time the water was added and the quantity of concrete in the truck each time water is added.
- (17) Water to cementitious material ratio.

1
REVISION OF SECTION 601
CONCRETE FINISHING

Section 601 of the Standard Specifications are hereby revised for this project as follows:

In subsection 601.12 (a) delete the fifth paragraph and replace it with the following:

Water shall not be added to the surface of the concrete to assist in finishing operations.

Hand finishing should be minimized wherever possible. The hand finishing methods shall be addressed in the Quality Control Plan for concrete finishing. Hand finished concrete shall be struck off and screeded with a portable screed that is at least 2 feet longer than the maximum width of the surface to be struck off. It shall be sufficiently rigid to retain its shape. Concrete shall be thoroughly consolidated by hand vibrators. Hand finishing shall not be allowed after concrete has been in-place for more than 30 minutes or when initial set has begun. Finishing tools made of aluminum shall not be used.

The Contractor shall provide a Quality Control Plan (QCP) to ensure that proper hand finishing is accomplished in accordance with current Industry standards. It shall identify the Contractor's method for ensuring that the provisions of the QCP are met. The QCP shall be submitted to the Engineer at the Preconstruction Conference. Concrete placement shall not begin until the Engineer has approved the QCP. The QCP shall identify and address issues affecting the quality finished concrete including but not limited to:

- (5) Timing of hand finishing operations
- (6) Methodology to place and transport concrete
- (7) Equipment and tools to be utilized
- (8) Qualifications and training of finishers and supervisors

When the Engineer determines that any element of the approved QCP is not being implemented or that hand finished concrete is unacceptable, work shall be suspended. The Contractor shall supply a written plan to address improperly placed material and how to remedy future hand finishing failures and bring the work into compliance with the QCP. The Engineer will review the plan for acceptability prior to authorizing the resumption of operations.

In subsection 601.14(a) delete the fourth paragraph.

1
 REVISION OF SECTION 601
 CONCRETE SLUMP ACCEPTANCE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Delete the fifth paragraph of Subsection 601.05 and replace with the following:

Except for Class BZ concrete, the slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inch. The laboratory trial mix must produce an average compressive strength at least 115 percent of the required field compressive strength specified in Table 601-1. When entrained air is specified in the Contract for Class BZ concrete, the trial mix shall be run with the required air content.

Delete Subsection 601.17 (b), 601.17 (d) and Table 601-3 and replace with the following:

- (b) *Slump.* Slump acceptance, but not rejection, may be visually determined by the Engineer. Any batch that exceeds the slump of the approved concrete mix design by 2.0 inches will be retested. If the slump is exceeded a second time, that load is rejected. If the slump is greater than 2 inches lower than the approved concrete mix design, the load can be adjusted with a water reducer, or by adding water (if the w/cm allows) and retested.

Portions of loads incorporated into structures prior to determining test results which indicate rejection as the correct course of action shall be subject to reduced payment or removal as determined by the Engineer.

- (d) *Pay Factors.* The pay factor for concrete which is allowed to remain in place at a reduced price shall be according to Table 601-3 and shall be applied to the unit price bid for Item 601, Structural Concrete.

If deviations occur in air content and strength within the same batch, the pay factor for the batch shall be the product of the individual pay factors.

**Table 601-3
 PAY FACTORS**

Percent Total Air		Strength		
Deviations From Specified Air (Percent)	Pay Factor (Percent)	Below Specified Strength (psi) [< 4500 psi Concrete]	Pay Factor (Percent)	Below Specified Strength (psi) [≥ 4500 psi Concrete]
0.0-0.2	98	1-100	98	1-100
0.3-0.4	96	101-200	96	101-200
0.5-0.6	92	201-300	92	201-300
0.7-0.8	84	301-400	84	301-400
0.9-1.0	75	401-500	75	401-500
Over 1.0	Reject	Over 500	Reject	
			65	501-600
			54	601-700
			42	701-800
			29	801-900
			15	901-1000
			Reject	Over 1000

REVISION OF SECTION 601
STRUCTURAL CONCRETE STRENGTH ACCEPTANCE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.17 (c), delete the first paragraph and replace with the following:

- (c) *Strength (When Specified)*. The concrete will be considered acceptable when the running average of three consecutive strength tests per mix design for an individual structure is equal to or greater than the specified strength and no single test falls below the specified strength by more than 500 psi. A test is defined as the average strength of three test cylinders cast in plastic molds from a single sample of concrete and cured under standard laboratory conditions prior to testing. If the compressive strength of any one test cylinder differs from the average by more than 10 percent that compressive strength will be deleted and the average strength will be determined using the compressive strength of the remaining two test cylinders.

REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

Sections 601 and 701 of the Standard Specifications are hereby revised for this project as follows:

In subsection 601.03, first paragraph, the following shall be added to the table:

High-Reactivity Pozzolans 701.04

Subsection 601.03 shall include the following:

Pozzolans shall consist of Fly Ash, Silica Fume and High-Reactivity Pozzolan.

In subsection 601.04, delete the third and fourth paragraphs and replace with the following

Cementitious material requirements are as follows:

Class 0 requirements for sulfate resistance shall be one of the following:

- (1) ASTM C 150 Type I, II or V
- (2) ASTM C 595 Type IL, IP, IP(MS), IP(HS) or IT
- (3) ASTM C 1157 Type GU, MS or HS
- (4) ASTM C 150 Type III cement if it is allowed, as in Class E concrete

Class 1 requirements for sulfate resistance shall be one of the following:

- (1) ASTM C 150 Type II or V; Class C fly ash shall not be substituted for cement.
- (2) ASTM C 595 Type IP(MS) or IP(HS).
- (3) ASTM C 1157 Type MS or HS; Class C fly ash shall not be substituted for cement.
- (4) When ASTM C 150 Type III cement is allowed, as in Class E concrete, it shall have no more than 8 percent C3A. Class C fly ash shall not be substituted for cement.
- (5) ASTM C 595 Type IL; having less than 0.10 percent expansion at 6 months when tested according to ASTM C 1012. Class C fly ash shall not be substituted for cement.
- (6) ASTM C 595 Type IT; having less than 0.10 percent expansion at 6 months when tested according to ASTM C 1012.

Class 2 requirements for sulfate resistance shall be one of the following:

- (1) ASTM C 150 Type V with a minimum of a 20 percent substitution of Class F fly ash by weight
- (2) ASTM C 150 Type II or III with a minimum of a 20 percent substitution of Class F fly ash by weight. The Type II or III cement shall have no more than 0.040 percent expansion at 14 days when tested according to ASTM C 452
- (3) ASTM C 1157 Type HS; Class C fly ash shall not be substituted for cement.
- (4) ASTM C 150 Type II, III, or V plus High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012

REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

- (5) ASTM C 1157 Type MS plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012
- (6) A blend of portland cement meeting ASTM C 150 Type II or III with a minimum of 20 percent Class F fly ash by weight, where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.
- (7) ASTM C 595 Type IP(HS).
- (8) ASTM C 595 Type IL plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012
- (9) ASTM C 595 Type IT; having less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.

Class 3 requirements for sulfate resistance shall be one of the following:

A blend of portland cement meeting ASTM C 150 Type II, III, or V with a minimum of a 20 percent substitution of Class F fly ash by weight, where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

- (1) ASTM C 1157 Type HS having less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012. Class C fly ash shall not be substituted for cement.
- (2) ASTM C 1157 Type MS or HS plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (3) ASTM C 150 Type II,III, or V plus High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (4) ASTM C 595 Type 1L plus High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (5) ASTM C 595 Type IP(HS) or IT having less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (6) ASTM C 595 Type IL with a minimum of a 20 percent substitution of Class F fly ash by weight, where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

When fly ash or High-Reactivity Pozzolan is used to enhance sulfate resistance, it shall be used in a proportion greater than or equal to the proportion tested in accordance to ASTM C1012, shall be the same source and it shall have a calcium oxide content no more than 2.0 percent greater than the fly ash or High-Reactivity Pozzolan tested according to ASTM C 1012.

In subsection 601.05 delete the first paragraph and replace with the following:

601.05 Proportioning. The Contractor shall submit a Concrete Mix Design for each class of concrete being placed on the project. Concrete shall not be placed on the project before the Concrete Mix Design Report has been reviewed and approved by the Engineer. The Concrete Mix Design will be reviewed and approved following the procedures of CP 62. The Concrete Mix Design will not be approved when the laboratory trial mix data are the results from tests performed more than two years in the past or aggregate data are the results from tests performed

REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

more than two years in the past. The concrete mix design shall show the weights and sources of all ingredients including cement, pozzolan, aggregates, water, additives and the water to cementitious material ratio (w/cm). When determining the w/cm, the weight of cementitious material (cm) shall be the sum of the weights of the cement, fly ash, silica fume and High-Reactivity Pozzolan.

In subsection 601.05, delete the 12th, 13th, 14th, 15th, and 16th paragraphs and replace with the following:

The Concrete Mix Design Report shall include Certified Test Reports showing that the cement, fly ash, High-Reactivity Pozzolan and silica fume meet the specification requirements and supporting this statement with actual test results. The certification for silica fume shall state the solids content if the silica fume admixture is furnished as slurry.

For all concrete mix designs with ASTM C150 cements, up to a maximum of 20 percent Class C, 30 percent Class F or 30 percent High-Reactivity Pozzolan by weight of total cementitious material may be substituted for cement.

For all concrete mix designs with ASTM C595 Type IL cements, up to a maximum of 20 percent Class C, 30 percent Class F or 30 percent High-Reactivity Pozzolan by weight of total cementitious material may be substituted for cement.

For all concrete mix designs with ASTM C595 Type IP, IP(MS), IP(HS) or IT cements; fly ash or High-Reactivity Pozzolan shall not be substituted for cement.

For all concrete mix designs with ASTM C1157 cements, the total pozzolan content including pozzolan in cement shall not exceed 30 percent by weight of the cementitious material content.

When the Contractor's use of fly ash or High-Reactivity Pozzolan results in delays to the project, when it is necessary to make changes in admixture quantities, the source, or the Contractor performs, the cost of such delays and corrective actions shall be borne by the Contractor.

The Contractor shall submit a new Concrete Mix Design Report meeting the above requirements when a change occurs in the source, type, or proportions of cement, fly ash, High-Reactivity Pozzolan, silica fume or aggregate. When a change occurs in the source of approved admixtures, the Contractor shall submit a letter stamped by the Concrete Mix Design Engineer approving the changes to the existing mix design. The change will need to be approved by the Engineer prior to use.

In subsection 601.06, second paragraph, delete (9) and replace with the following:

(9) Type, brand, and amount of cement, fly ash and High-Reactivity Pozzolan

In subsection 601.06, delete (a) and replace with the following:

(a) *Portland Cement, Fly Ash, High-Reactivity Pozzolan and Silica Fume.* These materials may be sacked or bulk. No fraction of a sack shall be used in a batch of concrete unless the material is weighed.

All bulk cement shall be weighed on an approved weighing device. The bulk cement weighing hopper shall be sealed and vented to preclude dusting during operation. The discharge chute shall be so arranged that cement will not lodge in it or leak from it.

Separate storage and handling equipment shall be provided for the fly ash, silica fume and High-Reactivity Pozzolan. The fly ash, silica fume, and High-Reactivity Pozzolan may be weighed in the cement hopper and discharged with the cement.

REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

In subsection 701.01 delete and replace the second paragraph with the following:

All concrete, including precast, prestressed and pipe shall be constructed with one of the following hydraulic cements, unless permitted otherwise.

ASTM C 150 Type I

ASTM C 150 Type II

ASTM C 150 Type V

ASTM C 595 Type II

ASTM C 595 Type IP

ASTM C 595 Type IP(MS)

ASTM C 595 Type IP(HS)

ASTM C 595 Type IT

ASTM C 1157 Type GU, consisting of no more than 15 percent limestone

ASTM C 1157 Type MS, consisting of no more than 15 percent limestone

ASTM C 1157 Type HS, consisting of no more than 15 percent limestone

In subsection 701.02 add the following after the first paragraph:

Blending of pozzolans according to ASTM D5370 is permitted to meet the requirements of ASTM C 618.

Add subsection 701.04 immediately following subsection 701.03 as follows:

701.04 High-Reactivity Pozzolans. High-Reactivity Pozzolans (HRP) shall conform to the requirements of AASHTO M321. HRPs are but not limited to metakaolin, rice hull ash, zirconium fume, ultra-fine fly ash, and fume from the production of 50 percent ferrosilicon (with SiO₂ less than 85 percent).

HRPs shall meet the following optional requirement of AASHTO M321: The sulfate expansion at 14 days shall not exceed 0.045 percent

HRP shall be from a preapproved source listed on the Department's Approved Products List. The HRP intended for use on the project shall have been tested and accepted prior to its use. Certified Test Reports showing that the HRP meets the specification requirements and supporting this statement with actual test results shall be submitted to the Engineer.

The HRP shall be subject to sampling and testing by the Department. Test results that do not meet the physical and chemical requirements may result in the suspension of the use of HRP until the corrections necessary have been taken to ensure that the material conforms to the specifications.

1
REVISION OF SECTION 612
DELINEATORS

Section 612 of the Standard Specifications is hereby revised for this project as follows:

In subsection 612.02(a) 1, delete the last sentence, and replace with the following:

Posts shall conform to the requirements shown on the plans, and reflectors shall conform to the requirements in subsections 713.07 and 713.10.

In subsection 612.02(a) 2.B, delete the first paragraph, and replace with the following:

- B. Base Anchoring. The posts shall be designed to facilitate a permanent installation that resists overturning, twisting, and displacement from wind and impact forces. It shall have an anchoring depth of 18 to 24 inches. Actual depth shall be as recommended by the manufacturer. If soil conditions prohibit anchoring depth to less than 18 inches, installation shall be in accordance with manufacturer's recommendations.

1
 REVISION OF SECTION 630
 RETROFLECTIVE SIGN SHEETING

Section 630 of the Standard Specifications is hereby revised for this project as follows:

In subsection 630.02, delete the sixth and seventh paragraphs, including Table 630-1, and replace them with the following:

Retroreflective sheeting for all signs requiring an orange background shall be Type VI or Type Fluorescent.

Retroreflective sheeting for all signs requiring a yellow background shall be Type Fluorescent.

**Table 630-1
 RETROREFLECTIVE SHEETING TYPES**

Sheeting Application	Type IV Work Zone	Type VI (Roll-up sign material) Work Zone	Type Fluorescent ¹ Work Zone
All Orange Construction Signs			X
Orange Construction Signs that are used only during daytime hours for short term or mobile operations		X ⁴	X
Barricades (Temporary)	X		X
Vertical Panels	X		X
Flaggers Stop/Slow Paddle	X		X
Drums ²	X		X
Non-orange Fixed Support signs with prefix "W"	X		
Special Warning Signs			X
STOP sign (R1-1) YIELD sign (R1-2) WRONG WAY sign (R5-1a) DO NOT ENTER sign (R5-1) EXIT sign (E5-1a)	X		
DETOUR sign (M4-9) or (M4-10)			X
All other fixed support signs ³	X		X
All other signs used only during working hours	X		X
All other signs that are used only during daytime hours for short term or mobile operations	X	X ⁵	X
<ol style="list-style-type: none"> 1 Fluorescent Sheeting shall be of a brand that is on the CDOT Approved Products List. 2 Drum Sheeting shall be manufactured for flexible devices. 3 Fixed support signs are defined as all signs that must remain in use outside of working hours. They shall be mounted in accordance with Standard Plan S-630-1. 4 RS 24 only. 5 White only. 			

1
REVISION OF SECTION 702
BITUMINOUS MATERIALS

Section 702 of the Standard Specifications is hereby deleted for this project and replaced with the following:

702.01 Asphalt Cements.

(a) *Superpave Performance Graded Binders.* Superpave Performance Graded Binders shall conform to the requirements listed in Table 702-1. (Taken from AASHTO M 320)
Asphalt cement shall not be acid modified or alkaline modified.

Asphalt cement shall not contain any used oils that have not been re-refined. Modifiers that do not comply with environmental rules and regulations including 40 CFR Part 261.6(a) (3) (IV), and part 266/Subpart C shall not be added. Modifiers shall not be carcinogenic.

The supplier of the PG binder shall be certified in accordance with CP 11.

2
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

Table 702-1
SUPERPAVE PERFORMANCE GRADED BINDERS

Property	Requirement for PG Binder						AASHTO Test No.
	58-28	58-34	64-22	64-28	70-28	76-28	
Flash Point Temp., °C, minimum	230	230	230	230	230	230	T 48
Viscosity at 135 °C, Pa•s, maximum	3	3	3	3	3	3	T 316
Dynamic Shear, Temp. °C, where $G^*/\sin \delta @ 10 \text{ rad/s} \geq 1.00 \text{ kPa}$	58	58	64	64	70	76	T 315
Ductility, 4 °C (5 cm/min.), cm minimum	-	-	-	50		-	T 51
Toughness, joules (inch-lbs)	-	-	-	12.4 (110)		-	CP-L 2210
Tenacity, joules (inch-lbs)	-	-	-	8.5 (75)		-	CP-L 2210
Acid or Alkali Modification (pass-fail)	Pass	Pass	Pass	Pass	Pass	Pass	CP-L 2214
RTFO Residue Properties							CP-L 2215
Mass Loss, percent maximum	1.00	1.00	1.00	1.00	1.00	1.00	CP-L 2215
Dynamic Shear, Temp. °C, where $G^*/\sin \delta @ 10 \text{ rad/s} \geq 2.20 \text{ kPa}$	58	58	64	64	70	76	T 315
Elastic Recovery, 25 °C, percent min.	-	-	-	-	50	50	T 301
Ductility, 4 °C (5 cm/min.), cm minimum	-	-	-	20	-	-	T 51
PAV Residue Properties, Aging Temperature 100 °C							R 28
Dynamic Shear, Temp. °C, where $G^*/\sin \delta @ 10 \text{ rad/s} \leq 5000 \text{ kPa}$	19	16	25	22	25	28	T 315
Creep Stiffness, @ 60 s, Test Temperature in °C	-18	-24	-12	-18	-18	-18	T 315
S, maximum, MPa	300	300	300	300	300	300	T 313
m-value, minimum	0.300	0.300	0.300	0.300	0.300	0.300	T 313

REVISION OF SECTION 702
BITUMINOUS MATERIALS

Acceptance Samples of the PG binder will be taken on the project in accordance with the Schedule in the Field Materials Manual.

The Department will test for acid modification and alkaline modification during the binder certification process. Thereafter, the Department will randomly test for acid modification and alkaline modification.

(b) *Damp proofing.* Asphalt for damp proofing shall conform to the requirements of ASTM D 449, and the asphaltic primer shall conform to the requirements of ASTM D 41.

702.02 Emulsified Asphalts. Emulsified asphalts shall conform to AASHTO M 140 or M 208 for the designated types and grades. Emulsified asphalt and aggregate used for surface seals shall be sampled and will be tested for information only in accordance with CP-L 2213.

Emulsified asphalt (HFMS-2S) with a residual penetration greater than 300 dmm shall conform to all properties listed in AASHTO M 140, Table 1 except that ductility shall be reported for information only.

(a) *Emulsion for Tack and Fog Coats.* Emulsions for tack and fog coats shall conform to the requirements listed in Table 702-2 or 702-3, prior to dilution.

REVISION OF SECTION 702
BITUMINOUS MATERIALS

Table 702-2
TACK AND FOG COAT EMULSIONS

Property	CSS-1h	SS-1h	AASHTO Test No.
Viscosity, at 25 °C, Saybolt-Furol, s	min	20	T 59
	max	100	
Storage stability, 24 hr, % max ¹	1.0	1.0	T 59
Particle charge test	Positive		T 59
Sieve test, % max	0.10	0.10	T 59
Oil Distillate by volume, % max	3.0	3.0	T-59
Residue by distillation/ evaporation, % min ³	57 ³	57 ³	T 59/ CP-L 2212 ²
Tests on residue:			
Penetration, 25 °C, 100g, 5s, min, dmm	40	40	T 49
Penetration, 25 °C, 100g, 5s, max, dmm	120	120	
Ductility, 25 °C, 5 cm/min, cm, min	40	40	T 51
Solubility, in trichloroethylene % min	97.5	97.5	T 44
¹ If successful application is achieved in the field, the Engineer may wave this requirement. ² CP-L 2212 is a rapid evaporation test for determining percent residue of an emulsion and providing material for tests on residue. CP-L 2212 is for acceptance only. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test in conformance with AASHTO T-59 to determine acceptability. ³ For polymerized emulsions the distillation and evaporation tests will in be in conformance with AASHTO T-59 or CP-L 2212 respectively with modifications to include 205 ± 5 °C (400 ± 10 °F) maximum temperature to be held for 15 minutes.			

- (b) *Emulsion for Chip Seals* Polymerized emulsions for chip seals shall conform to the requirements listed in Table 702-3. Emulsion for chip seals shall be an emulsified blend of polymerized asphalt, water, and emulsifiers. The asphalt cement shall be polymerized prior to emulsification and shall contain at least 3 percent polymer by weight of asphalt cement. The emulsion standing undisturbed for a minimum of 24 hours shall show no white, milky separation but shall be smooth and homogeneous throughout. The emulsion shall be pumpable and suitable for application through a distributor.

5
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

Table 702-3
POLYMERIZED EMULSIONS FOR CHIP SEALS

Property	CRS-2	CRS-2P	CRS-2R	HFMS-2P	AASHTO Test No.
Tests on Emulsion:					
Viscosity, at 50 °C, Saybolt-Furol, s	min	50	50	50	T 59
	max	450	450	450	
Storage stability, 24 hr, % max	1.0	1.0	1.0	1.0	T 59
Particle charge test	Positive	Positive	Positive		T 59
Sieve test, % max	0.10	0.10	0.10	0.10	T 59
Demulsibility ¹ , % min	40	40	40		T 59
Oil Distillate by volume, % max or range	3.0	3.0	3.0	3.0	T-59
Residue by distillation/ evaporation, % min ³	65 ³	65 ³	65 ³	65 ³	T 59/ CP-L 2212 ²
Tests on residue:					
Penetration, 25 °C, 100g, 5s, min, dmm	70	70	70	70	T 49
Penetration, 25 °C, 100g, 5s, max, dmm	150	150	150	150	
Ductility, 25 °C, 5 cm/min, cm, min	40			75	T 51
Ductility, 4 °C, 5 cm/min, cm, min			40		
Solubility, in trichloroethylene % min ⁴	97.5 ⁴	97.5 ⁴	97.5 ⁴	97.5 ⁴	T 44
Elastic Recovery, 25 °C min				58	T 301
Float Test, 60 °C, s min				1200	T 50
Toughness, in-lbs, min		70	90		CP-L 2210
Tenacity, in-lbs, min		45	45		CP-L 2210

¹If successful application is achieved in the field, the Engineer may waive this requirement.

² CP-L 2212 is a rapid evaporation test for determining percent residue of an emulsion and providing material for tests on residue. CP-L 2212 is for acceptance only. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test in conformance with AASHTO T-59 to determine acceptability.

³ For polymerized emulsions the distillation and evaporation tests will in be in conformance with AASHTO T-59 or CP-L 2212 respectively with modifications to include 205 ± 5 °C (400 ± 10 °F) maximum temperature to be held for 15 minutes.

⁴ Solubility may be determined on the base asphalt cement prior to polymer modification.

6
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

- (c) *Emulsion for Slurry Seals and Micro-Surfacing.* Emulsions for slurry seals and micro-surfacing shall conform to the requirements listed in Table 702-4. The modified emulsion shall contain a minimum of 3 percent polymer, SBR latex, or natural latex by weight.

**Table 702-4
 SLURRY SEAL AND MICRO-SURFACING EMULSIONS**

Property	CQS-1hL	CQS-1hP	AASHTO Test No.
Viscosity, at 25 °C, Saybolt-Furol, s	min	15	T 59
	max	100	
Storage stability, 24 hr, % max ¹	1.0	1.0	T 59
Particle charge test	Positive	Positive	T 59
Sieve test, % max	0.10	0.10	T 59
Oil Distillate by volume, % max	0.5	0.5	T-59
Residue by distillation/ evaporation, % min ³	62 ³	62 ³	T 59/ CP-L 2212 ²
Penetration, 25 °C, 100g, 5s, min, dmm	40	40	T 49
Penetration, 25 °C, 100g, 5s, max, dmm	150	150	
Ductility, 25 °C, 5 cm/min, cm, min	50	50	T 51
Solubility, in trichloroethylene % min	97.5	97.5	T 44

¹If successful application is achieved in the field, the Engineer may wave this requirement.

² CP-L 2212 is a rapid evaporation test for determining percent residue of an emulsion and providing material for tests on residue. CP-L 2212 is for acceptance only. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test in conformance with AASHTO T-59 to determine acceptability.

³ For polymerized emulsions the distillation and evaporation tests will in be in conformance with AASHTO T-59 or CP-L 2212 respectively with modifications to include 205 ± 5 °C (400 ± 10 °F) maximum temperature to be held for 15 minutes.

7
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

- (d) *Emulsion for Prime Coat.* Emulsion for prime coat shall conform to the requirements of Table 702-5. Circulate before use if not used within 24 hours.

**Table 702-5
 ASPHALT EMULSION FOR PRIME COAT (AEP)**

Property	Requirement	AASHTO Test No.
Viscosity, Saybolt Furol, at 50 °C (122 °F), s	20-150	T 59
% Residue	65% min.	T 59 to 260 °C (500 °F)
Oil Distillate by Volume, %	7% max.	T59
Tests on Residue from Distillation:		
Solubility in Trichloroethylene, %	97.5 min.	T 44

- (e) *Recycling Agent.* Recycling Agent for Item 406, Cold Bituminous Pavement (Recycle), shall be either a high float emulsified asphalt (polymerized) or an emulsified recycling agent as follows:

1. High Float Emulsified Asphalt (Polymerized). High Float Emulsified Asphalt (Polymerized) for Cold Bituminous Pavement (Recycle) shall be an emulsified blend of polymer modified asphalt, water, and emulsifiers conforming to Table 702-6 for HFMS-2sP. The asphalt cement shall be polymerized prior to emulsification, and shall contain at least 3 percent polymer.

The emulsion standing undisturbed for a minimum of 24 hours shall show no white, milky separation, and shall be smooth and homogeneous throughout.

The emulsion shall be pumpable and suitable for application through a pressure distributor.

8
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

Table 702-6
HIGH FLOAT EMULSIFIED ASPHALT
(POLYMERIZED) (HFMS-2sP)

Property	Requirement		AASHTO Test
	Minimum	Maximum	
Tests on Emulsion:			
Viscosity, Saybolt Furol at 50 °C (122 °F), sec	50	450	T 59
Storage Stability test, 24 hours, %		1	T 59
Sieve test, %		0.10	T 59
% Residue ¹	65		T 59
Oil distillate by volume, %	1	7	T 59
Tests on Residue:			
Penetration, 25 °C (77 °F), 100g, 5 sec	150	300 ²	T 49
Float Test, 60 °C (140 °F), sec	1200		T 50
Solubility in TCE, %	97.5		T 44
Elastic Recovery, 4 °C (39.2 °F), %	50		T 301
¹ 400 ± 10° F maximum temperature to be held for 15 minutes. ² When approved by the Engineer, Emulsified Asphalt (HFMS-2sP) with a residual penetration greater than 300 dmm may be used with Cold Bituminous Pavement (Recycle) to address problems with cool weather or extremely aged existing pavement. Emulsified Asphalt (HFMS-2sP) with a residual penetration greater than 300 dmm shall meet all properties listed in Table 702-4 except that Elastic Recovery shall be reported for information only.			

9
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

2. *Emulsified Recycling Agent.* Emulsified Recycling Agent for use in Cold Bituminous Pavement (Recycle) shall conform to the requirements in Table 702-7.

Table 702-7
EMULSIFIED RECYCLING AGENT

Property	Requirement		Test
	Minimum	Maximum	
Tests on Emulsion:			
Viscosity @ 25 °C, SFS	20	200	ASTM D 244
Pumping Stability	Pass		GB Method ¹ ASTM D 244 ²
Sieve Test, %w		0.1	
Cement Mixing, %w		2.0	ASTM D 244
Particle Charge	Positive		ASTM D 244
Conc. Of Oil Phase	64		ASTM D 244 ³
Tests on Residue:			
Viscosity @ 60 °C , CST	2000	4000	ASTM D 2170
Flash Point, COC, °C (° F)	232		ASTM D 92
Maltenes Dist. Ratio ⁴	$\frac{PC+A_1}{S+A_2}$	0.3	0.6
PC/S Ratio	0.4		ASTM D 2006
Asphaltenes, % max.		11.0	ASTM D 2006
<p>¹Pumping stability is determined by charging 450 ml of emulsion into a one liter beaker and circulating the emulsion through a gear pump (Roper 29.B22621) having a 6.3 mm (1/4 inch) inlet and outlet. The emulsion passes if there is no significant separation after circulating ten minutes.</p> <p>²Test procedure identical with ASTM D 244 except that distilled water shall be used in place of 2 percent sodium oleate solution.</p> <p>³ASTM D 244 Evaporation Test for percent of residue is modified by heating 50 gram sample to 149°C (300 °F) until foaming ceases, then cooling immediately and calculating results.</p> <p>⁴In the Maltenes Distribution Ratio Test by ASTM Method D 2006.</p> <p>PC = Polar Compounds S = Saturates A₁ = First Acidaffin A₂ = Second Acidaffins</p>			

10
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

(f) Asphalt Rejuvenating Agents. Asphalt rejuvenating agents (ARA) shall be composed of a petroleum resin-oil base uniformly emulsified with water and shall conform to the physical and chemical requirements of Table 702-8 or ASTM D 4552.

Table 702-8
ASPHALT REJUVENATING AGENT

Property	Test Method	Requirement
Viscosity, S.F., @ 25 °C (77 °F), s	ASTM D 244	20-40
¹ Residue, % min.	ASTM D 244	60-65
² Miscibility Test	ASTM D 244	No coagulation
³ Sieve Test, % max.	ASTM D 244	0.10
Particle Charge Test	ASTM D 244	Positive
ASTM D244 (Mod):		
Viscosity, 60 °C (140 °F), mm ² /s	ASTM D 445	100 - 200
Flash Point, COC, °C, min.	ASTM D 92	196
Asphaltenes, % max.	ASTM D2006	1.0
⁴ Maltenes Dist. Ratio $\frac{PC+A_1}{S+A_2}$	ASTM D 2006	0.3-0.6
Saturated Hydrocarbons, %	ASTM D 2006	21-28
<p>¹ ASTM D244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149 °C (300 °F) until foaming ceases, then cooling immediately and calculating results.</p> <p>² Test procedure identical with ASTM D244 except that 0.02 Normal Calcium Chloride solution shall be used in place of distilled water.</p> <p>³ Test procedure identical with ASTM D244 except that distilled water shall be used in place of 2% sodium oleate solution.</p> <p>⁴ In the Maltenes Distribution Ratio Test by ASTM Method D4124:</p> <p>PC = Polar Compounds S = Saturates A₁ = First Acidaffin A₂ = Second Acidaffins</p>		

11
 REVISION OF SECTION 702
 BITUMINOUS MATERIALS

For hot-in-place recycling ARA-1P is an acceptable alternative to ARA. ARA-1P shall meet the requirements below:

Emulsified Polymer Modified Asphalt Rejuvenating Agent (ARA-1P) for use in hot-in-place recycling of bituminous pavements shall be modified with a minimum of 1.5 percent styrene-butadiene solution polymer. The finished product shall conform to the physical requirements listed in Table 702-9 below.

**Table 702-9
 ARA-1P**

Property	Test Method	Min	Max
Test on Emulsion			
Viscosity, Saybolt-Furol @ 77 °F, s	ASTM D 244		100
Residue @ 350 °F, %	ASTM D 244 Mod	60	
Sieve Test, %	ASTM D 244		0.10
Oil distillate, %	ASTM D 244		2.0
Test on Residue			
Penetration @ 39.2 °F, 100g, 5s, dmm	ASTM D-5 Modified	150	250
Asphaltenes, %	ASTM D 4124		15

702.03 (unused)

702.04 Hot Poured Joint and Crack Sealant. Hot poured material for filling joints and cracks shall conform to the requirements of ASTM D 6690, Type II or Type IV. The concrete blocks used in the Bond Test shall be prepared in accordance with CP-L 4101.

Sealant material shall be supplied pre-blended, pre-reacted, and prepackaged. If supplied in solid form the sealant material shall be cast in a plastic or other dissolvable liner having the capability of becoming part of the crack sealing liquid. The sealant shall be delivered in the manufacturer’s original sealed container.

Each container shall be legibly marked with the manufacturer’s name, the trade name of the sealer, the manufacturer’s batch or lot number, the application temperature range, the recommended application temperature, and the safe heating temperature.

The sealant shall be listed in CDOT’s Approved Products List prior to use.

REVISION OF SECTION 703
AGGREGATE FOR BASES

Section 703 of the Standard Specifications is hereby revised for this project as follows:

In subsection 703.03, first paragraph, delete the first sentence and replace with the following:

Aggregates for bases other than Aggregate Base Coarse (RAP) shall be crushed stone, crushed slag, crushed gravel, natural gravel, crushed reclaimed concrete or crushed reclaimed asphalt pavement (RAP). All materials except Aggregate Base Course (RAP) shall conform to the quality requirements of AASHTO M 147 except that the requirements for the ratio of minus 75 μm (No. 200) sieve fraction to the minus 425 μm (No. 40) sieve fraction, stated in 3.2.2 of AASHTO M 147, shall not apply.

The requirements for the Los Angeles wear test (AASHTO T 96 & ASTM C535) shall not apply to Class 1, 2, and 3. Aggregates for bases shall meet the grading requirements of Table 703-3 for the class specified for the project, unless otherwise specified.

REVISION OF SECTION 703
AGGREGATE FOR HOT MIX ASPHALT

Section 703 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 703.04 and replace with the following:

703.04 Aggregates for Hot Mix Asphalt. Aggregates for hot mix asphalt (HMA) shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, natural gravel, or crushed slag. Excess of fine material shall be wasted before crushing. A percentage of the aggregate retained on the 4.75 mm (No. 4) sieve for Gradings S, SX and SG— and on the 2.36 mm (No. 8) sieve for Gradings SF and ST—shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. This percentage will be specified in Table 403-1, as revised for the project in Section 403. The angularity of the fine aggregate shall be a minimum of 45.0 percent when determined according to AASHTO T 304. Grading SF mixes, when determined by RME, may not require fine aggregate angularity of 45.0 percent. Aggregate samples representing each aggregate stockpile shall be non-plastic if the percent of aggregate passing the 2.36 mm (No. 8) sieve is greater than or equal to 10 percent by weight of the individual aggregate sample. Plasticity will be determined in accordance with AASHTO T 90. The material shall not contain clay balls, vegetable matter, or other deleterious substances.

The aggregate for Gradings ST, S, SX and SG shall have a percentage of wear of 45 or less when tested in accordance with AASHTO T 96.

**Table 703-4
MASTER RANGE TABLE FOR HOT MIX ASPHALT**

Sieve Size	Percent by Weight Passing Square Mesh Sieves				
	Grading SF**	Grading ST	Grading SX	Grading S	Grading SG
37.5 mm (1½")					100
25.0 mm (1")				100	90 – 100
19.0 mm (¾")			100	90 – 100	
12.5 mm (½")		100	90 – 100	*	*
9.5 mm (⅜")	100	90 – 100	*	*	*
4.75 mm (#4)	90 – 100	*	*	*	*
2.36 mm (#8)	*	28 – 58	28 – 58	23 – 49	19 – 45
1.18 mm (#16)	30 – 54				
600 µm (#30)	*	*	*	*	*
300 µm (#50)					
150 µm (#100)					
75 µm (#200)	2 – 12	2 – 10	2 – 10	2 – 8	1 – 7

* These additional Form 43 Specification Screens will initially be established using values from the As Used Gradation shown on the Design Mix.

**SF applications are limited and the CDOT Pavement Design Manual should be referenced, prior to use.

REVISION OF SECTION 703
AGGREGATE FOR HOT MIX ASPHALT

Aggregates for stone matrix asphalt (SMA) shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, or crushed slag. A minimum of 90 percent of the particles retained on the 4.75 mm (No. 4) sieve shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. The particles passing the 4.75 mm (No. 4) sieve shall be the product of crushing rock larger than 12.5 mm (½ inch) and shall be non-plastic when tested in accordance with AASHTO T 90.

Additionally, each source of aggregate for SMA shall meet the following requirements:

- (1) No more than 30 percent when tested in accordance with AASHTO T 96 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- (2) No more than 12 percent when tested in accordance with AASHTO T 104 Soundness of Aggregate by Use of Sodium Sulfate.

The aggregate for Hot Mix Asphalt (HMA) shall meet the requirements of Table 703-4A when tested in accordance with CP-L 4211 Resistance of Coarse Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus. The Contractor shall be assessed a price reduction of \$1000 for each production sample of the combined aggregate with a value greater than 20 according to CP-L 4211.

Table 703-4A
AGGREGATE DEGRADATION BY ABRASION
IN THE MICRO-DEVAL CP-L 4211

	Not to exceed
Combined Aggregate (Mix Design)	18
Combined Aggregate (1/10,000 tons, or fraction thereof during production)	20

1
REVISION OF SECTION 703
CONCRETE AGGREGATES

Section 703 of the Standard Specifications is hereby revised for this project as follows:

Delete the second paragraph of subsection 703.00 and Table 703-1.

Delete subsections 703.01 and 703.02 and replace with the following:

703.01 Fine Aggregate for Concrete. Fine aggregate for concrete shall conform to the requirements of AASHTO M 6, Class A. The minimum sand equivalent, as tested in accordance with Colorado Procedure 37 shall be 80 unless otherwise specified. The fineness modulus, as determined by AASHTO T 27, shall not be less than 2.50 or greater than 3.50 unless otherwise approved.

703.02 Coarse Aggregate for Concrete. Coarse aggregate for concrete shall conform to the requirements of AASHTO M 80, Class A aggregates, except that the percentage of wear shall not exceed 45 when tested in accordance with AASHTO T 96.

1
REVISION OF SECTION 709
EPOXY COATED REINFORCING BARS

Section 709 of the Standard Specifications is hereby revised for this project as follows:

In subsection 709.01, delete the last row of the table and replace with the following

Epoxy Coated Reinforcing Bars	AASHTO A 775
-------------------------------	--------------

Delete the first sentence of subsection 709.03 and replace with the following:

Tie bars for longitudinal and transverse joints shall conform to AASHTO A 775 and shall be grade 40, epoxy-coated, and deformed.

REVISION OF SECTION 712
WATER FOR MIXING OR CURING CONCRETE

Section 712 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 712.01 and replace it with the following:

712.01 Water. Water used in mixing or curing concrete shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetation, or other substance injurious to the finished product. Concrete mixing water shall meet the requirements of ASTM C1602. The Contractor shall perform and submit tests to the Engineer at the frequencies listed in ASTM C1602. Potable water may be used without testing. Where the source of water is relatively shallow, the intake shall be so enclosed as to exclude silt, mud, grass, and other foreign materials.

1
 REVISION OF SECTION 713
 EPOXY PAVEMENT MARKING

Section 713 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 713.17 and replace with the following:

713.17 Epoxy Pavement Marking Material. Only epoxy pavement marking material that is on the Department's Approved Products List may be used. Batches or lots of approved products will be accepted on the project by certified test report (CTR). The CTR shall confirm that the material meets all CDOT requirements and is the same material that was preapproved in the product evaluation process.

- (a) *Formulation.* Epoxy pavement marking material shall be a two component, 100 percent solids, material formulated to provide simple volumetric mixing ratio of two volumes of component A and one volume of component B unless otherwise recommended by the material manufacturer.
- (b) *Composition.* The component A of both white and yellow shall be within the following limits:

Resin / Pigment Components (% by Weight)		
Pigment	WHITE:	YELLOW:
TiO ₂ , ASTM D476, Type II	18-25	10-17
Organic Yellow		6-10
Epoxy Resin	75-82	73-84

The pigment for yellow epoxy shall contain no lead or other material such that the cured epoxy could be considered a hazardous waste under EPA or CDPHE regulations. The Contractor shall submit to the Engineer a manufacturer's certification of compliance with this requirement.

- (c) *Epoxy Number.* The epoxy number of the epoxy resin shall be the manufacturers target value ± 50 as determined by ASTM D 1652 for white and yellow component A on pigment free basis.
- (d) *Amine Number.* The amine number on the curing agent (component B) shall be the manufacturers target value ± 50 per ASTM D 2071.
- (e) *Toxicity.* Upon heating to application temperature, the material shall not produce fumes which are toxic or injurious to persons or property.
- (f) *Color.* The epoxy material, without drop-on beads, shall correspond following requirements:

White – Federal Standard No. 595B-17925. The Yellowness Index (YI) of white shall not exceed 8.0 per ASTM E-313-10 initially.

After 72 QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122° F the YI shall not exceed 20 when measured per ASTM E-313.

The YI, after 500-hour QUV testing as above, shall not exceed 35.

Yellow – Materials for pavement markings shall meet the initial daytime chromaticity that fall within the box created by the following corner points:

Initial Daytime Chromaticity Coordinates (Corner Points)

	1	2	3	4
x	0.530	0.510	0.455	0.472
y	0.456	0.485	0.444	0.400

After 72-hour QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122° F the Yellow shall fall within the initial chromaticity coordinates stated above.

REVISION OF SECTION 713
EPOXY PAVEMENT MARKING

- (g) *Drying Time.* The epoxy pavement marking material shall have a setting time to a no-tracking condition of not more than 25 minutes at a temperature of 73° F and above.
- (h) *Curing.* The epoxy material shall be capable of fully curing under the constant surface temperature condition of 35° F and above.
- (i) *Adhesion to Concrete.* The catalyzed epoxy pavement marking material, when tested according to ACI Method 503, shall have such a high degree of adhesion to the specified (4000 psi minimum) concrete surface that there shall be a 100 percent concrete failure in the performance of this test
- (j) *Hardness.* The epoxy pavement marking materials, when tested according to ASTM D 2240, shall have a minimum Shore D Hardness value of 80. Samples shall be allowed to cure at room temperature, 75 ± 2 °F for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated test.
- (k) *Abrasion Resistance.* The abrasion resistance shall be evaluated on Taber Abrader with a 1000 gram load and CS-17 wheels. The duration of the test shall be 1000 cycles. The wear index shall be calculated based on ASTM test method C-501 and the wear index for the catalyzed material shall not be more than 80. The tests shall be run on cured samples of material which have been applied at film thickness of $15 \pm \frac{1}{2}$ mils to code S-16 stainless steel plates. The samples shall be allowed to cure at 75 ± 2 °F for a minimum of 72 hours prior to performing the indicated tests.
- (l) *Tensile Strength.* When tested according to ASTM D 638, the epoxy pavement marking materials shall have a tensile strength of not less than 6000 psi. The Type IV Specimens shall be cast in a suitable mold and pulled at the rate of $\frac{1}{4}$ inch per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at room temperature (75 ± 2 °F) for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated tests.
- (m) *Compressive Strength.* When tested according to ASTM D 695, the catalyzed epoxy pavement marking materials shall have a compressive strength of not less than 12,000 psi. The cast sample shall be conditioned at room temperature, 75 ± 2 °F, for a minimum of 72 hours and a maximum of 168 hours prior to performing the tests. The rate of compression of these samples shall be no more than $\frac{1}{4}$ inch per minute.

REVISION OF SECTION 713
REFLECTORS FOR DELINEATORS AND MEDIAN BARRIER

Section 713 of the Standard Specifications is hereby revised for this project as follows:

In subsection 713.10(a) 1., delete A. and replace with the following

- A. Delineator and Median Barrier Reflectors. The specific intensity of each delineator and median barrier reflector shall be at least equal to the following minimum values when tested in accordance with AASHTO T 257, with an observation angle of 0.1 degrees.

Entrance Angle Degrees	Specific Intensity Candlepower per Foot-Candle				
	Crystal	Yellow	Blue	Red	Green
0	115	70	48	25	62
20	45	25	26	10	34

REVISION OF SECTION 713
SIGN PANEL BACKGROUNDS

Section 713 of the Standard Specifications is hereby revised for this project as follows:

In subsection 713.04, delete the third paragraph and replace with the following:

The aluminum sign blanks shall receive a chemical treatment conforming to ASTM B 449, Class 2 or ASTM B921 prior to placement of reflective sheeting.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals and Timetable for Minority Utilization

Timetable - Until Further Notice			
Economic Area	Standard Metropolitan Statistical Area (SMSA)	Counties Involved	Goal
157 (Denver)	2080 Denver-Boulder	Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson.....	13.8%
	2670 Fort Collins	Larimer.....	6.9%
	3060 Greeley	Weld.....	13.1%
	Non SMSA Counties	Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington & Yuma.....	12.8%
158 (Colo. Spgs. - Pueblo)	1720 Colorado Springs	El Paso, Teller.....	10.9%
	6560 Pueblo	Pueblo.....	27.5%
	Non SMSA Counties	Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache.....	19.0%
159 (Grand Junction)	Non SMSA	Archuleta, Delta, Dolores, Eagle, Garfield, Gunnison, Hinsdale, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%
156 (Cheyenne - Casper WY)	Non SMSA	Jackson County, Colorado.....	7.5%
GOALS AND TIMETABLES FOR FEMALE UTILIZATION			
Until Further Notice.....6.9% -- Statewide			

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Par 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this specification, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these Specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

- g. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and Contractor's activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. *General.*

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.
- b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. *Equal Employment Opportunity Policy.* The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

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

3. *Equal Employment Opportunity Officer.* The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. *Dissemination of Policy.*

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

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

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. *Recruitment.*

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. *Personnel Actions.* Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed;

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.
7. *Training and Promotion.*
- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
 - c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
8. *Unions.* If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
 - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

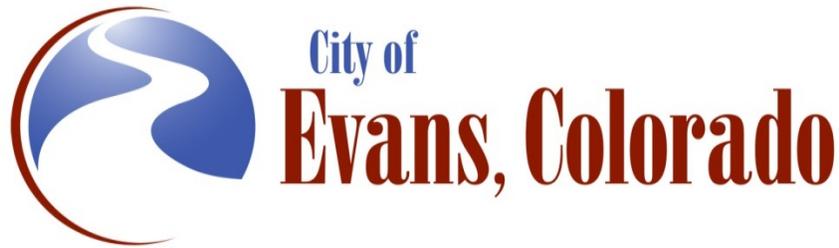
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. *Subcontracting.*

- a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. *Records and Reports.*

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
- (1) The number of minority and nonminority group members and women employed in each work classification on the project.
 - (2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.



City Manager - Monitoring Report

September 20, 2016

Below is a compellation of updates and projects that are either new or have changed since the last City Council meeting.

City Manager's Office	<ul style="list-style-type: none"> • Staff received a check from the North East All-hazard Homeland Security Fiscal Agent for the reimbursement of the Emergency Operation Center Phones. The system should be ready for an EOC activation in October.
Communications	<ul style="list-style-type: none"> • The Customer Service Unit Customer Service Survey has been posted on the website. As with the Community Development and Building Services Survey, business sized cards with the link to each survey will be provided by staff to customers, encouraging them to go to the website and complete the survey. Paper copies will be available for those who do not have access to computers.
Finance	<ul style="list-style-type: none"> • Finance staff presented to the finance committee an overview of the 2017 operating and capital budgets. This presentation will come before council at Work Session on September 20th. As a reminder for the upcoming meetings, the 1st reading of the 2017 budget will be presented on October 4th, in conjunction with the public hearing. • Staff received notice from DOLA that the severance tax and federal mineral lease income revenue we receive each year, will equal \$513,826 for 2016. We budget conservatively for this each year, as the 2016 budgeted revenue was \$400,000.
Recreation	<ul style="list-style-type: none"> • A meeting has been set with the last contractor for a bid for demo of the Evans Municipal Pool. Staff is hoping this project is completed by the end of October.
Building Department	<ul style="list-style-type: none"> • Building Department received the following permit applications. <ul style="list-style-type: none"> ○ New Mobile Homes: 4 ○ New Construction Duplex: 1 ○ Solar panel projects: 2
Planning	<ul style="list-style-type: none"> • Staff coordinated with a potential developer for the commercial areas in Tuscany 1st Filing, and for the possible full development of Tuscany II by providing approval information, having pre-application discussions about requirements, and setting a meeting with city staff to discuss options. Staff will continue to communicate and provide information as requested.
Engineering	<ul style="list-style-type: none"> • Staff held a pre-construction meeting for the 2016 Overlay Project. • Staff completed and submitted the application for the FY 2020-21 North Front Range Metropolitan Planning Organization (NFRMPO) Call for Projects. The scoring committee will meet to discuss submittals on Wednesday, September 21st. City Engineer Dawn Anderson will be on the scoring committee. The NFRMPO Technical Advisory Committee (TAC) will discuss at their regularly scheduled

	<p>meeting that same afternoon. TAC will make recommendations to the MPO Council at their October 6th meeting.</p> <ul style="list-style-type: none"> • Mountain Constructors has begun to mobilize on the Hwy 85 Access Control Project at 37th Street. They received approval from CDOT for a ROW permit in regards to traffic control signing. • Pavement Marking commenced Thursday, September 8th. They will complete a portion of the contract during evening hours as they have the last couple of years.
Police	<ul style="list-style-type: none"> • This week the Citizens Police Academy attendees were treated to some time in front of a “shoot/don’t shoot” training simulator. The training they were exposed to was identical to what officers receive. The simulator is an interactive video screen where students are immersed in scenarios. Students “engage” suspects in the video and the video adapts to what the students are doing. So, if a student encounters an armed suspect in the video and orders the suspect to drop the weapon, depending on the level of control displayed by the student the suspect may or may not comply with the orders. Students must constantly adapt to changing situations and react appropriately to them. The comments we heard most were how fast situations change and how little time officers have to assess and react threats. No actual firearms are introduced in to the training environment.
Economic Development/ ERA	<ul style="list-style-type: none"> • The Strike Team met this week to discuss the quote for the demolition of the Randy’s Diner property. The Phase II Environmental study will be completed by next week and an RFP for demolition services will be drafted.
Parks	<ul style="list-style-type: none"> • Denver Street playground received new fall protection surfacing.
PW Operations	<ul style="list-style-type: none"> • We have been notified that GLIC ditch water will potentially shut down for the season on September 18th. Once GLIC is shut down, Grapevine Hollow, North Point and Neville’s Crossing will be switched over to potable water until October 19th.
Waste Water Treatment Plant	<ul style="list-style-type: none"> • The dewatering discharge line to the outfall headwall is in place and is being tested. Dewatering will begin most likely next week. • Garney crews are continuing to bring in construction equipment and supplies as well as finishing the setup of construction trailers and assembling a storage barn on the site. • Garney is staking the underground utilities locations in preparation for the excavation of bore pits for the Xcel service. • Security lighting for the site is complete and running on generator power until Xcel installs the service.

COUNCIL COMMUNICATION

DATE: September 20, 2016
AGENDA ITEM: 10.A
SUBJECT: Adjournment to Executive Session

AGENDA ITEM DESCRIPTION:

The City Council will adjourn into an executive session to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e).

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

“I move to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e).”
