



City of
Evans, Colorado

REQUEST FOR PROPOSAL

for the

**US Highway 85 Access Control
at 37th Street Design Project**

Federal Project No. STU M415-014 (18404)

CITY OF EVANS, COLORADO

June 2012

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I. INTRODUCTION

This Request for Proposal entails the design of the relocation of the West Service Road access points onto 37th Street.

A. Project Description

This project is a local agency project which is backed by Federal Funds through the Surface Transportation Program (STP) administered by the State of Colorado. US Highway 85 passes through the City of Evans diagonally from southwest to northeast. The street system in the City of Evans is generally set up on a north/south (Avenues) and east/west (Streets) system. This creates problems with the intersections of US Highway 85. To further confuse the situation, there is a service road, West Service Road (WSR), that parallels US Highway 85 through the city. At the intersection of 37th Street, US Highway 85, and WSR there are six entry points being controlled by a traffic signal. This project was originally identified in the US 85 Access Control Plan I-76 to WCR 80, dated December 1999.

B. Project Objectives

The objective of this project is to reconfigure a hazardous and confusing intersection between a major arterial (37th Street), a business access road (WSR), and US Highway 85. Access to the WSR needs to be relocated to a point west of the existing intersection. This will increase safety and improve signal timing at the intersection of 37th Street and US Hwy 85. A design was previously completed on the area north of 37th Street. The construction plans for this design are not in the CDOT required format. This design needs to be reviewed and incorporated into the new overall design. Also included in this project are drainage improvements from the west side of US Hwy 85 to the east side. Business access also needs to be considered during design.

II. REQUIRED QUALIFICATIONS

This project has a disadvantaged business enterprise (DBE) goal of 0%. All firms submitting a proposal must be Professional Engineering firms, with at least one principal engineer a resident and registered Professional Engineer of the State of Colorado. The consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

III. CONTRACTING PROCESS

A. General Items

The City of Evans shall be the Owner. The Owner's Project Manager is Cameron Parrott, P.E., City Engineer, or his designee.

The Owner reserves the right to reject or accept any or all proposals or waive any formalities, informalities, or information therein.

The Owner will award this contract based on review of, and the merits of, the proposals received. Evaluation of the proposals will take into account the following items along with those found in Section VIII – Selection Criteria.

1. Detailed description of the project approach, specifically highlighting those portions of each section that will be critical to project success.
2. Detailed description of the proposed schedule and how the schedule will be met.
3. Project personnel experience.
4. A comment on the ability to adhere to, or requested amendments to, the terms of the standard contract included in the appendix, as amended by proposed special provisions presented in the Consultant's proposal.
5. Detailed descriptions of deliverables.

B. Important Items Schedule

1. RFP issued June 13, 2012
2. Proposals due at City Clerk's Office by 4:00 p.m.July 6, 2012
3. Review Team completes evaluation of proposals (tentative)July 20, 2012
4. Interviews of short listed firms (tentative)July 30, 2012
5. Award of Contract by City Council (tentative).....August 7, 2012
6. Negotiate Final Fees & Project Scopes (tentative).....August 9, 2012
7. Notice to Proceed (tentative)August 13, 2012

IV. METHOD OF SUBMITTAL

Proposals shall be submitted in bound form, with five (5) identical copies each. All copies shall be submitted to:

**Cameron Parrott
City Engineer
City of Evans
1100 37th Street
Evans, CO 80620**

RE: Proposal for the US Highway 85 Access Control at 37th Street Design Project

Submittals must be received prior to 4:00 P.M., on Friday, July 6th, 2012.

All proposals submitted shall become the property of City of Evans and will become public record.

V. FORM OF PROPOSAL

- A. The Consultant's proposal must include a scope of services which the Consultant believes is appropriate to achieve the purposes of the projects. **Please limit proposals to 30 pages or less not including dividers or cover letter.**
- B. The proposal shall include the following items:
1. Cover letter indicating interest in submitting a proposal.
 2. Detailed Project Approach: The Consultant must comment on the elements included in their proposed scope of services. The selection team will review the Consultant's project approach to ascertain the Consultant's understanding of the project and issues, to assure that a proper effort will be devoted to the project, and to entertain the Consultant's special perspectives on approach, techniques, and work efforts.
 3. A brief summary of the personnel that will most likely be working on the project (past experience in similar projects, professional status, education, etc...)
 4. Detailed description and list of deliverables to be provided.
 5. Project Schedule: The Consultant shall provide a bar (Gantt) chart and narrative description in the proposal that will show the project schedule from selection of the Consultant, through project completion. Specifically, the Consultant will indicate their requirements in calendar days to complete the project. The narrative description shall specifically describe how the Consultant will meet the project deadlines.
 6. Although it is beyond their control, the Consultant shall also state in their proposal and incorporate into their project schedule, assumptions concerning City review time.
 7. The Consultants shall list five client references.
 8. Standard Contract. The Consultant shall review the standard contract and state a willingness to enter into this contract, subject to amendments necessary for the firm to comply with the proposal and listed as "Proposed Special Provisions to the City of Evans Standard Contract." Specific statements must be made concerning contract issues. General statements such as ".. in general agrees with all of contractual provisions...", "... have identified some minor items to resolve...", "...do not anticipate any difficulty in negotiating these issues..." are not considered acceptable responses. All contractual issues must be clearly identified in this portion of the proposal. Failure to do so may result in cancellation of contract award. The Consultant will be judged upon the thoroughness of review of the standard contract and the specificity of comments and changes. The scope of services of the standard contract will be modified to reflect the project specific scope of services arrived at by the City and the Consultant.

9. It is recognized that some of this information has been previously conveyed in the Statement of Qualifications. In their proposal submittal, the Consultant may revise, amplify, or modify previously conveyed information as appropriate, but the proposal should be generally consistent with the Qualification Statement.

VI. SCOPE OF SERVICES

- A. The consultant shall provide a preliminary scope of work for each section listed in this request for proposal. This scope shall incorporate all items deemed necessary by the consultant to complete the project objectives listed in Section I. B. of this document.
- B. The consultant will be expected to provide a full range of services. The final scope of work will be determined between the selected consultant and the city.
- C. Progress meetings shall be held at least once a month.

VII. MEETINGS AND DELIVERABLES

A. Meetings

1. The Consultant should plan for, at a minimum, one progress meeting each month with City staff during the course of this project.
2. The consultant should also plan for at least one public open house meeting.

B. Deliverables

1. Design considerations
2. Preliminary design plans/memos
3. Technical memorandums
4. Review Submittal Plans (CDOT Standard 11x17)
 - 10 hard copies
 - 1 electronic copy (.dwg and .pdf)
5. Final Submittal Plans (CDOT Standard 11x17)
 - 10 hard copies
 - 1 electronic copy (.dwg and .pdf)
6. Final Project Specials and Specifications for Bidding
7. Detailed construction cost estimate

VIII. SELECTION CRITERIA

A. Review and Assessment

Professional firms will be evaluated on the following criteria. These criteria will be the basis for the review of the written proposals and, if necessary, interview sessions. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Weighting Factor	Qualification	Standard
3.0	Scope of Proposal	Does the proposal show an understanding of the project objectives, methodology to be used and the results that are desired from this project?
2.0	Assigned Personnel	Do the people who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.0	Availability	Can the work be completed in a timely manner? Can target start and completion dates be achieved? Are other qualified personnel available to assist in meeting schedules if required? Is the team available to attend meetings as required by the scope of work?
1.0	Motivation	Is the firm interested and enthusiastic about working with the City of Evans? Does quality and attention to detail show up in their proposal and the questions they ask?
2.0	Firm Capability	Does the firm have the support capabilities that the assigned personnel would require? Has the firm done previous work of this nature with adequate results?

B. Reference Evaluation (Top Ranked Firm)

The project manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	Would you hire this professional firm again? Did they show the skills required for this project?
Timetable	Was the original scope of work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the professional firm responsive to client needs? Did they anticipate problems? Were problems resolved quickly and effectively?

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City of Evans, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

RECITALS:

- A. The City requires professional services.
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by the Consultant, the City shall pay the Consultant compensation which will be negotiated on a cost plus fixed fee basis. Payment shall be made in accordance with the schedule of cost and fees in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges.
- B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
 - 1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month

for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.
- C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

- B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in their designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

- A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials, officers, directors, agents and employees.
- B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

- C. INDEMNIFICATION – COSTS: Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
 2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
 3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Risk Manager
6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A, B and C is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans
 Attn: <Name>
 1100 37th Street
 Evans, Colorado 80620-2036

Consultant: _____

XIX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
Lyle Achziger, Mayor

ATTEST:

Kim Betz, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

R. Russell Anson, City Attorney

APPROVED AS TO CONTENT:

Aden Hogan, Jr., City Manager

CONSULTANT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

NOTICE TO PROCEED

Evans, Colorado

(Date)

TO:

You are hereby authorized to proceed on this date, _____, or within seven (7) consecutive calendar days hereafter, with the work covered by the Contract Documents Titled Agreement for Professional Services for _____.

_____.

You are to notify the Engineer 48 hours before starting work.

CITY OF EVANS

By:

Cameron Parrott, City Engineer

ATTEST:

By: _____

Title: _____

Exhibit A

Insert Exhibit A – Scope of Work Here

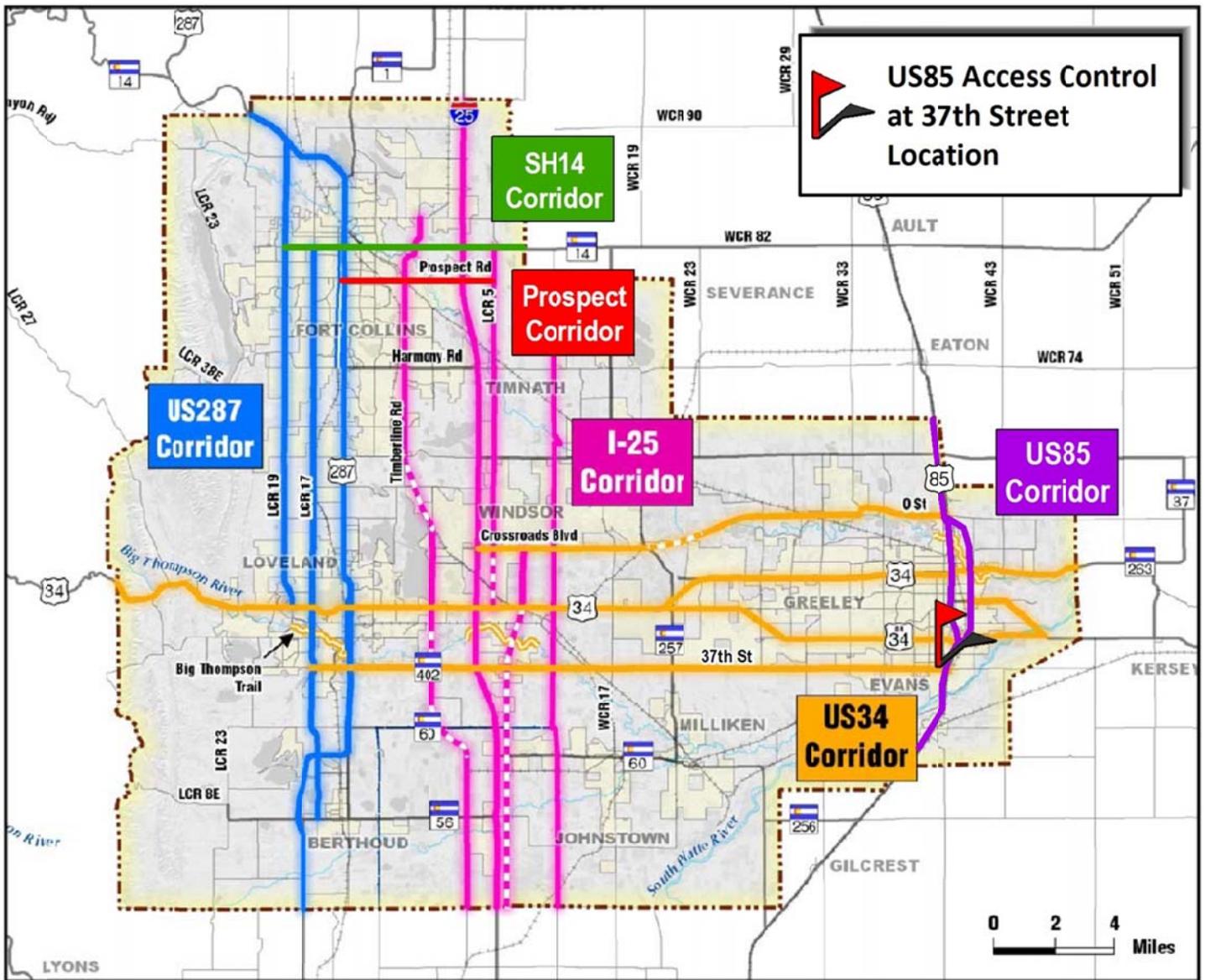
Exhibit B

Insert Exhibit B – Schedule of Costs and Fees Here

Exhibit C

Special Provisions Required by HB 1343

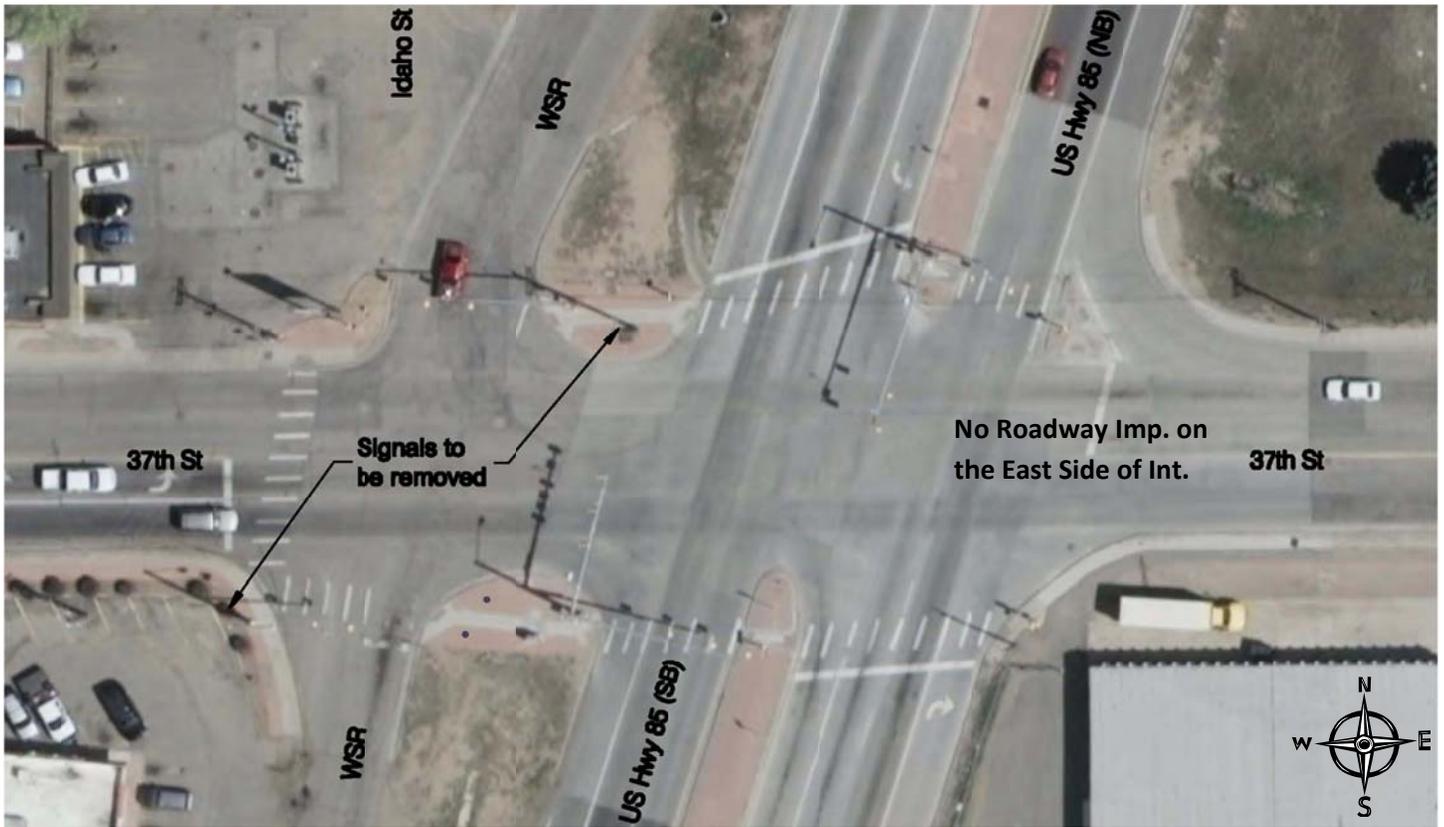
- A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.
- B. Prohibited Acts. Consultant shall not:
1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 2. Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Verification.
1. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.
 2. Consultant shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 3. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall:
 - i. Notify the subconsultant and the City within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.
- D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.



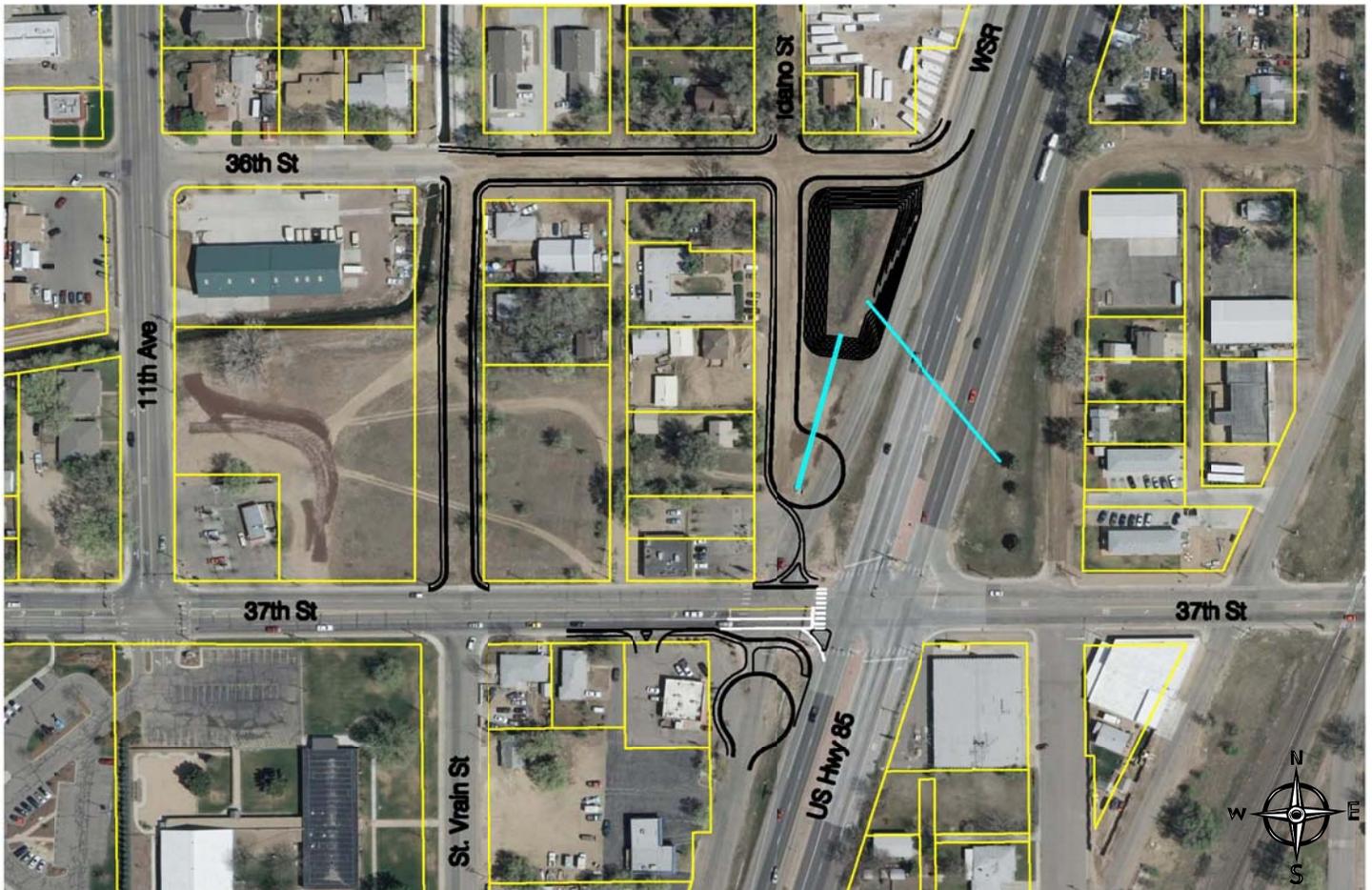
Project Vicinity Map



Existing Intersection Looking South



Existing Intersection Layout



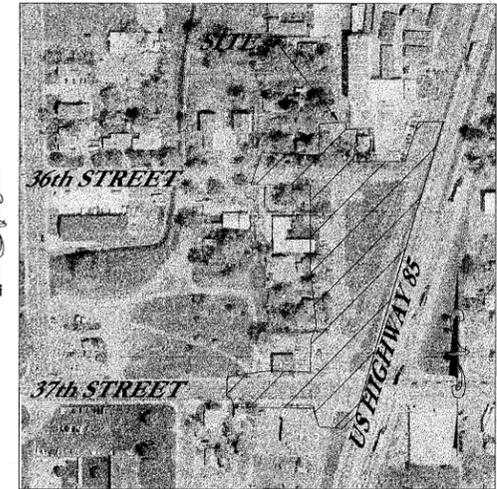
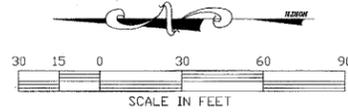
US 85 Access Control at 37th Street - Conceptual Layout

TOPOGRAPHIC SURVEY

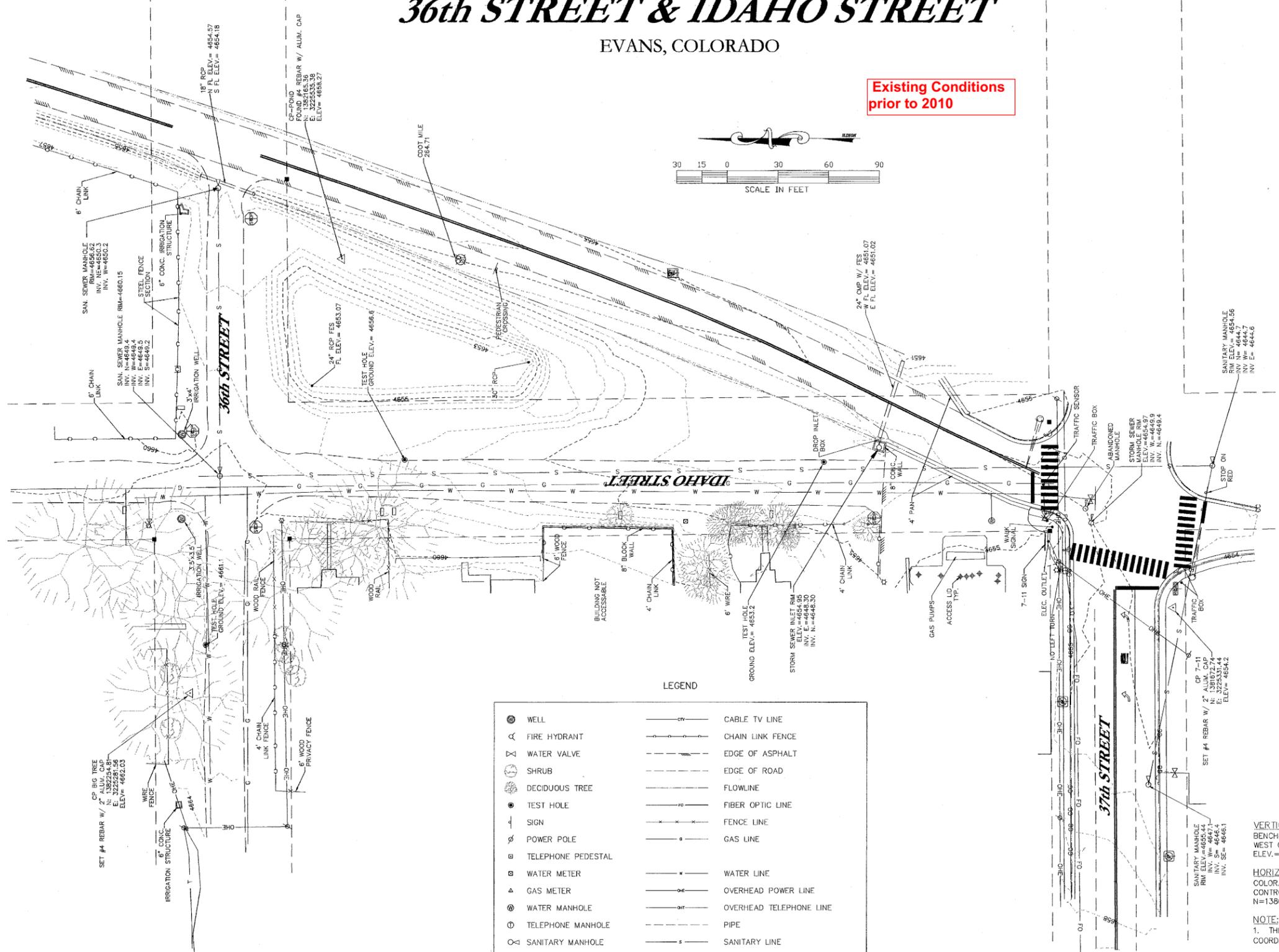
36th STREET & IDAHO STREET

EVANS, COLORADO

Existing Conditions
prior to 2010



VICINITY MAP
(NOT TO SCALE)



LEGEND

<ul style="list-style-type: none"> WELL FIRE HYDRANT WATER VALVE SHRUB DECIDUOUS TREE TEST HOLE SIGN POWER POLE TELEPHONE PEDESTAL WATER METER GAS METER WATER MANHOLE TELEPHONE MANHOLE SANITARY MANHOLE DRAINAGE MANHOLE MAILBOX LIGHT POLE HANDICAP RAMP CONTROL POINT FOUND PIN NGS CONTROL CDOT CONTROL 	<ul style="list-style-type: none"> CABLE TV LINE CHAIN LINK FENCE EDGE OF ASPHALT EDGE OF ROAD FLOWLINE FIBER OPTIC LINE FENCE LINE GAS LINE WATER LINE OVERHEAD POWER LINE OVERHEAD TELEPHONE LINE PIPE SANITARY LINE DRAINAGE LINE UNDERGROUND POWER LINE UNDERGROUND TELEPHONE LINE ONE FOOT CONTOUR 5 FOOT CONTOUR TRAFFIC MAST
--	---

VERTICAL DATUM: NAVD 1988
BENCHMARK: NGS D 314, BRASS DISC LOCATED NORTH OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL AND 76.4 FEET WEST OF MP MARKER 49
ELEV. = 4659.43

HORIZONTAL DATUM:
COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM. HORIZONTAL CONTROL BASED UPON NGS DESIGNATION JOHN EVANS.
N=1386102.20 E=32222144.97

- NOTE:**
1. THIS DRAWING IS AT MODIFIED STATE PLANE. TO REDUCE TO STATE PLANE COORDINATES, SCALE AT 0.99973183 (1.00026824) ABOUT THE ORIGIN 0,0.
 2. ALL PROPERTY PINS, INTERSECTION MONUMENTS, AND SECTION CORNERS DISTURBED DURING CONSTRUCTION MUST BE REFERENCED AND REPLACED UNDER THE SUPERVISION OF A LICENSED SURVEYOR.
 3. THIS AUTOCAD DRAWING CONTAINS INFORMATION THAT IS NOT VISIBLE ON THE PLOTTED COPY. TO OBTAIN ALL THE INFORMATION THAT IS AVAILABLE IN THIS DRAWING, ALL THE AUTOCAD LAYERS MUST BE TURNED ON AND THAWED.
 4. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
 5. ALL PROJECT CONTROL LISTED HEREON IS PROVIDED AS A COURTESY. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THE ACCURACY OF THE COORDINATES AND ELEVATIONS SHOWN PRIOR TO USING THEM FOR ANY PURPOSES.

DATE: 1-16-03
FILE NAME: 2002452TOP.DWG
SCALE: 1" = 30'
DRAWN BY: LAL
CHECKED BY: JM

KING SURVEYORS INC.
9299 EASTMAN PARK DRIVE • WINDSOR, CO 80550
PHONE: (970) 686-5011 • FAX: (970) 686-5821 • WWW.KINGSURVEYORS.COM



REVISIONS:	DATE:

TOPOGRAPHIC SURVEY
FOR
PICKETT

PROJECT #
2002452

1

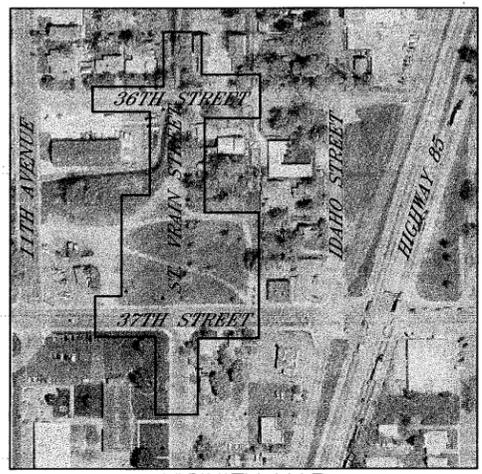
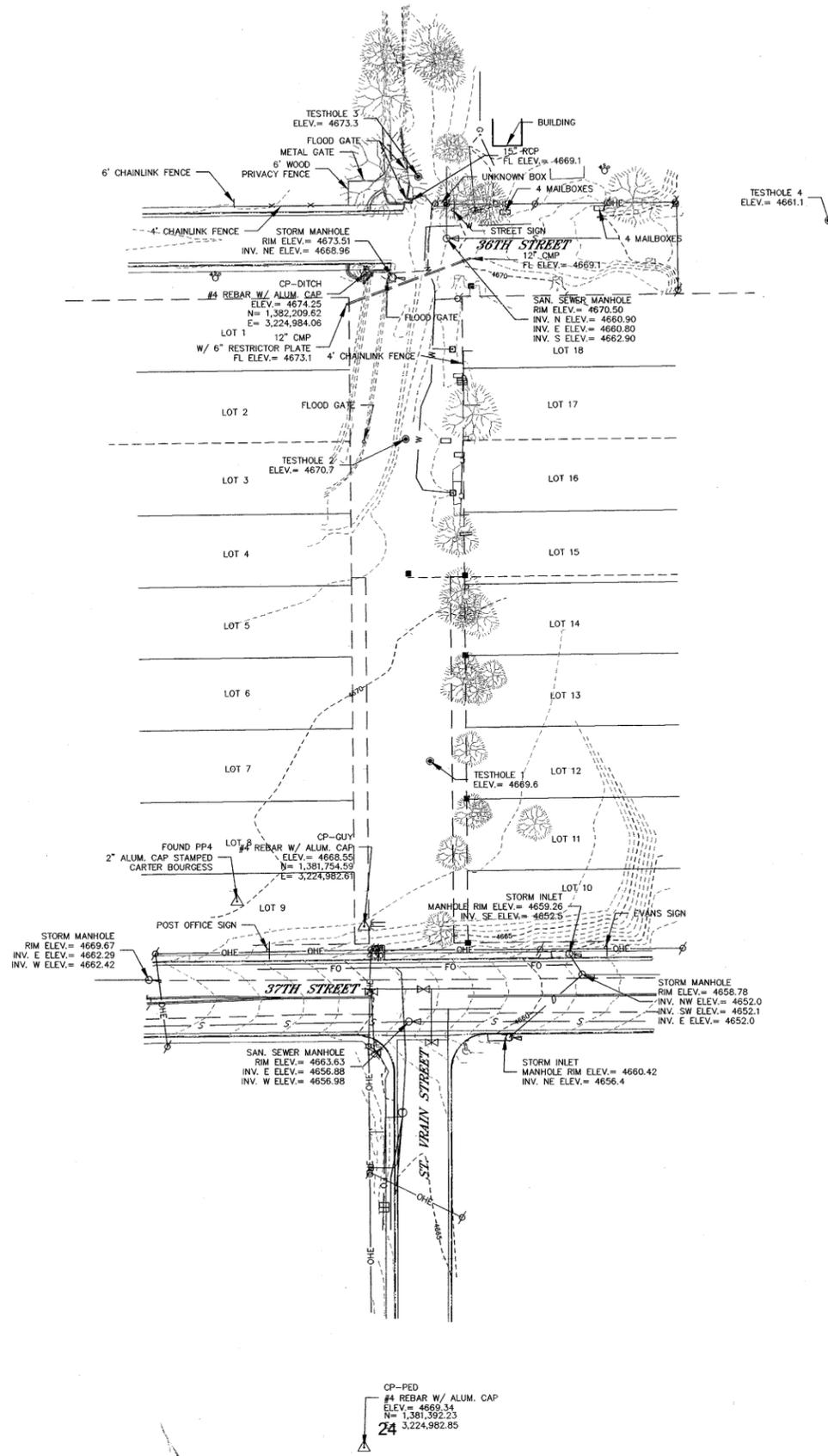
SHEET 1 OF 1

TOPOGRAPHIC SURVEY

ST. VRAIN STREET

EVANS, COLORADO

DATE: 1/08/03
 FILE NAME: 2002450TOP.DWG
 SCALE: 1" = 50'
 DRAWN BY: K LW
 CHECKED BY: JM



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REVISIONS:

DATE:	DESCRIPTION:

TOPOGRAPHIC SURVEY
 ST. VRAIN STREET
 PICKETT ENGINEERING

PROJECT #
2002450

1

SHEET 1 OF 1

LEGEND

	FIRE HYDRANT		CABLE TV LINE
	WATER VALVE		CHAIN LINK FENCE
	DECIDUOUS TREE		EDGE OF ASPHALT
	TEST HOLE		EDGE OF GRASS
	SIGN		EDGE OF ROAD
	POWER POLE		FLOWLINE
	GUY WIRE		FIBER OPTIC LINE
	TELEPHONE PEDESTAL		FENCE LINE
	CABLE TV PEDESTAL		GAS LINE
	WATER METER		GUARD RAIL
	ELECTRIC METER		WATER LINE
	GAS MARKER		OVERHEAD POWER LINE
	TELEPHONE MANHOLE		OVERHEAD TELEPHONE LINE
	SANITARY MANHOLE		PIPE
	DRAINAGE MANHOLE		CENTERLINE OF RAIL ROAD TRACK
	MAILBOX		SANITARY LINE
	LIGHT POLE		DRAINAGE LINE
	CONTROL POINT		UNDERGROUND POWER LINE
	FOUND PIN		UNDERGROUND TELEPHONE LINE
			ONE FOOT CONTOUR
			FIVE FOOT CONTOUR

VERTICAL DATUM: NAVD 1988
 BENCHMARK: NGS D 314, BRASS DISC LOCATED NORTH OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL AND 76.4 FEET WEST OF MP MARKER 49
 ELEV. = 4659.43

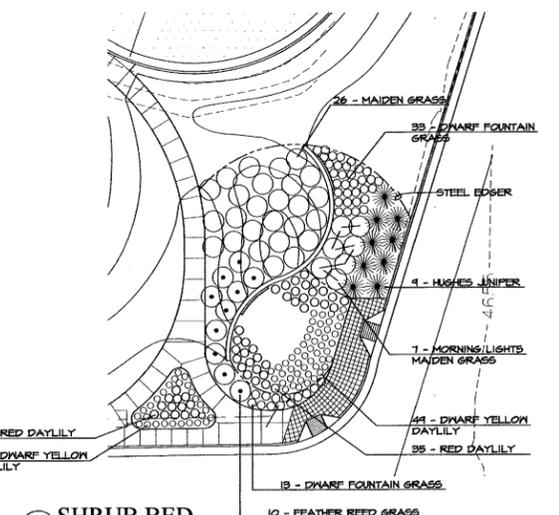
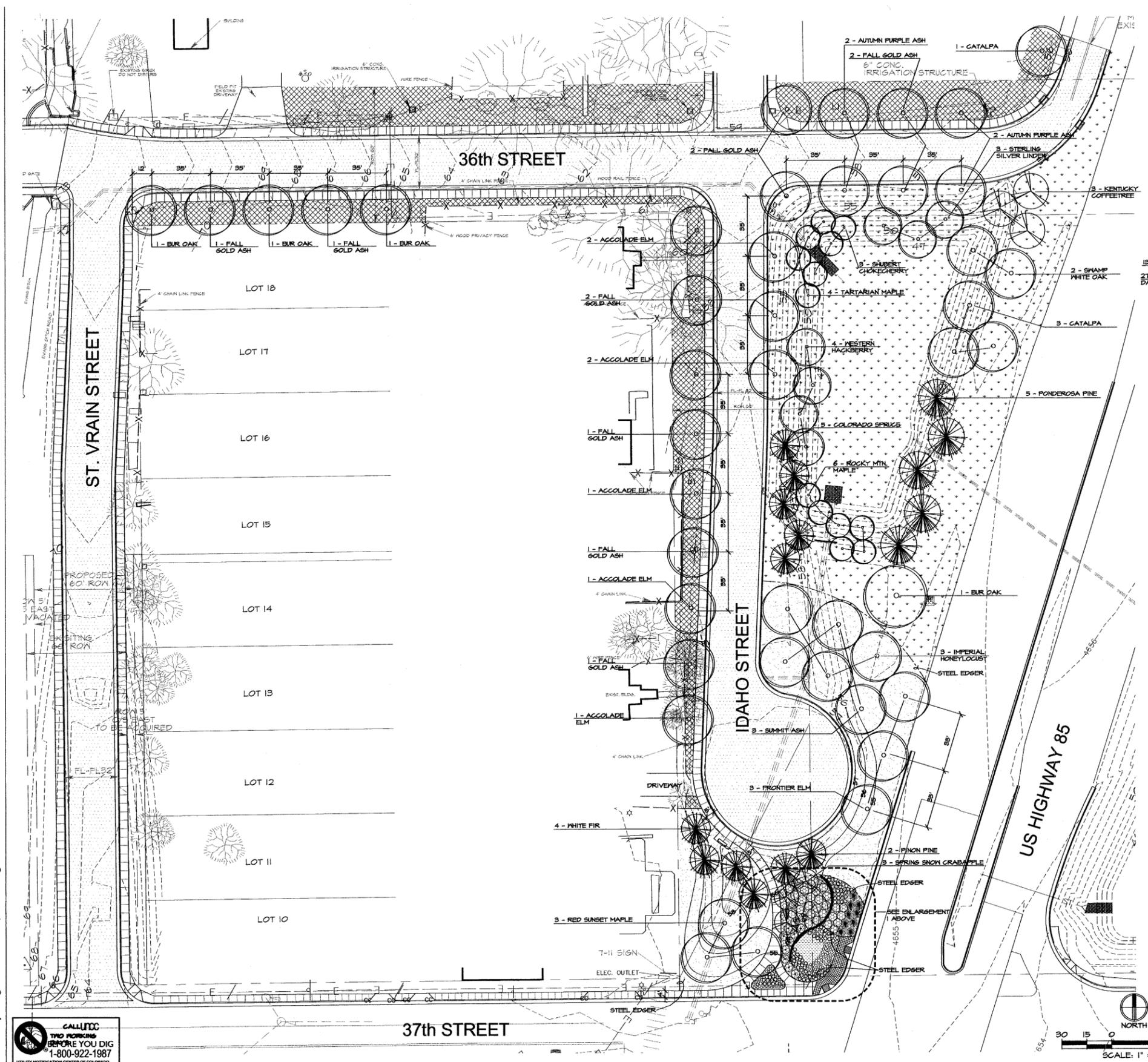
HORIZONTAL DATUM:
 COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM.
 HORIZONTAL CONTROL BASED UPON NGS DESIGNATION JOHN EVANS.
 N=1386102.20 E=3222144.97

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IDAHO & 36TH STREET
 LANDSCAPE IMPROVEMENTS
 CITY OF EVANS

Drawn By:
 DESIGNONE CONSULTANTS
 Approved By:
 Scale:
 Date Issued: 09.21.04
 Date Revision
 06.30.04 CITY COMMENTS
 06.22.04 BID SET

Project #
 Sheet:
L2



SHRUB BED
 SCALE: 1" = 20'-0"

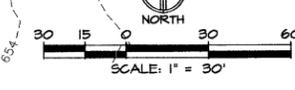
SYMBOL LEGEND

- IRRIGATED BLUEGRASS SOD
- SEASONALLY IRRIGATED NATIVE GRASSES (AS SPECIFIED BY CIVIL ENGINEER)
- 4" d. 1.5" - 2" ROCK MULCH OVER LANDSCAPE FABRIC (COLOR TO MATCH STONE ON SIGN WALL, SUBMIT SAMPLE FOR APPROVAL PRIOR TO INSTALLATION)
- PERENNIAL / ANNUAL PLANTING BED
- 4" d. SHREDDED CEDAR MULCH OVER 12" d. PLANTERS MIX, SEE SPECIFICATIONS FOR TYPE.
- 3/16" RYERSON STEEL EDGING
- 4" d. LARGE BARK MULCH OVER LANDSCAPE FABRIC

LANDSCAPE SCHEDULE

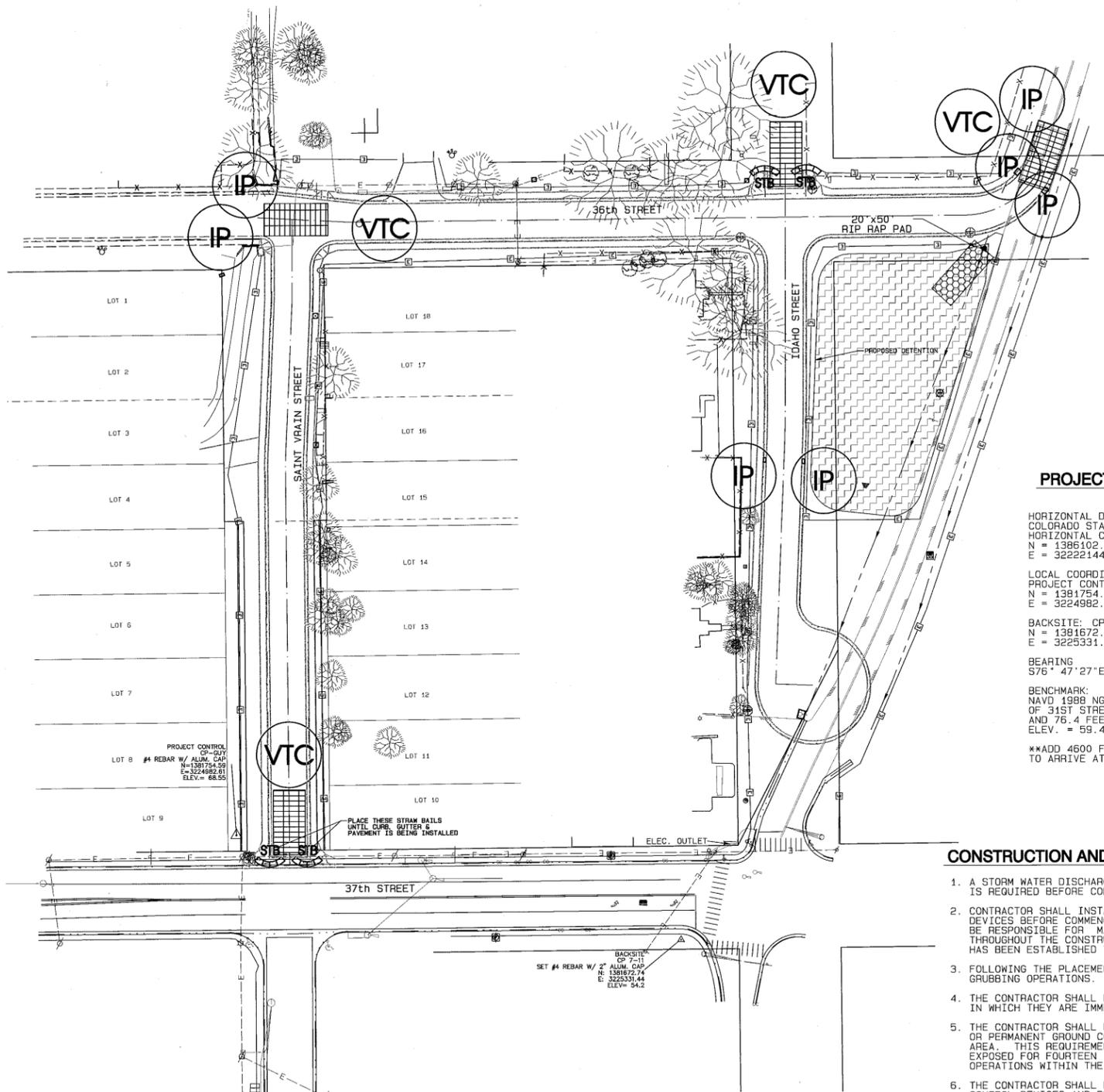
QTY	COMMON NAME	BOTANICAL NAME	SIZE	TYPE
EVERGREEN TREES				
2	PINON PINE	PINUS EDULIS	6h. # 0h.	B4B
5	COLORADO SPRUCE	PICEA PUNGENS	6h. # 0h.	B4B
4	WHITE FIR	ABIES CONCOLOR	6h. # 0h.	B4B
5	PONDEROSA PINE	PINUS PONDEROSA	6h. # 0h.	B4B
DECIDUOUS TREES				
3	IMPERIAL HONEYLOCUST	GLEDITSIA TRICANTHOS (REVENS' IMPERIAL)	2" CAL.	B4B
4	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2.5" CAL.	B4B
2	SWAMP WHITE OAK	QUERCUS BICOLOR	2" CAL.	B4B
3	FRONTIER ELM	ULMUS 'FRONTIER'	2" CAL.	B4B
7	ACCOLADE ELM	ULMUS JAPONICA x PILEOLANIA 'MORTON'	2" CAL.	B4B
3	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICA	2" CAL.	B4B
4	BUR OAK	QUERCUS MACROCARPA	2" CAL.	B4B
11	FALL GOLD ASH	FRAXINUS VIRGATA 'FALL GOLD'	2" CAL.	B4B
3	SUMMIT ASH	FRAXINUS PENNSYLVANICA 'SUMMIT'	2.5" CAL.	B4B
6	ROCKY MOUNTAIN MAPLE	ACER GLABRUM	5" CLUMP	B4B
4	WESTERN CATALPA	CATALPA SPECIOSA	2" CAL.	B4B
4	TATARIAN MAPLE	ACER TATARICUM	2" CAL.	B4B
3	STERLING SILVER LINDEN	TILIA TOMENTOSA 'STERLING SILVER'	2" CAL.	B4B
3	RED SUNSET MAPLE	ACER RUBRUM 'RED SUNSET'	2" CAL.	B4B
4	WESTERN HACKBERRY	GELTIS OCCIDENTALIS	2" CAL.	B4B
3	SHUBERT CHOKECHERRY	PRUNUS VIRGINIANA 'SHUBERT'	2.5" CLUMP	B4B
3	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	1.5" CAL.	B4B
EVERGREEN SHRUBS				
1	HUGHES JUNIPER	JUNIPERUS HORIZONTALIS 'HUGHES'	#5	CONT.
PERENNIAL GRASSES				
26	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMO'	#5	CONT.
7	MORNING LIGHTS MAIDEN GRASS	MISCANTHUS SINENSIS 'MORNING LIGHT'	#5	CONT.
46	DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELI'	#1	CONT.
10	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFOLIA 'KARL FOERSTER'	#5	CONT.
PERENNIAL				
48	RED DAYLILY	HEMEROCALLIS 'RED MAGIC'	#1	CONT.
16	DWARF YELLOW DAYLILY	HEMEROCALLIS 'HAPPY RETURNS'	#1	CONT.

LANDSCAPE & GROUNDCOVER PLAN



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EXISTING

---	SECTION LINE
- - - -	RIGHT OF WAY
---	PROPERTY LINE
- - - -	EDGE OF ASPHALT
- - - -	GUTTER FLOWLINE
---	SIDEWALK
- - - -	STORM SEWER
- - - -	INDEX CONTOUR
- - - -	INTERMEDIATE CONTOUR

LEGEND

PROPOSED		SYMBOL	
---	BOUNDARY	◆	SECTION CORNER
- - - -	RIGHT OF WAY	■	FOUND PIN
---	PROPERTY LINE	●	SET PIN
- - - -	EDGE OF ASPHALT	○	CATCH BASIN
- - - -	GUTTER FLOWLINE	◆	FIRE HYDRANT
---	SIDEWALK	○	POWER POLE
- - - -	HANDICAP ACCESS	△	SIGN
---	CONCRETE CROSS PAN	○	DECIDUOUS TREE
- - - -	STORM SEWER	○	CONIFEROUS TREE
- - - -	GRADE BREAK LINE	○	BUSHES
- - - -	INDEX CONTOUR		
- - - -	INTERMEDIATE CONTOUR		
---	EROSION CONTROL FENCE		

IP	STORM DRAIN INLET PROTECTION (SEE DETAIL SHEET C-9.1)
STB	DIVERSION DITCH STRAW BALE BARRIER (SEE DETAIL SHEET C-9.1)
VTC	VEHICLE TRACKING CONTROL (SEE DETAIL SHEET C-9.1)

PROJECT CONTROL

HORIZONTAL DATUM:
COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM
HORIZONTAL CONTROL BASED UPON NGS DESIGNATION JOHN EVANS
N = 1386102.20
E = 32222144.97

LOCAL COORDINATES REFERENCE & BASIS OF BEARING:
PROJECT CONTROL: CP-GUY (#4 REBAR W/ ALUM. CAP)
N = 1381754.59
E = 3224982.61

BACKSITE: CP 7-11 (#4 REBAR W/ 2" ALUM. CAP)
N = 1381672.74
E = 3225331.44

BEARING
S76° 47' 27"E

BENCHMARK:
NAVD 1988 NGS D 314, BRASS DISC LOCATED NORTH
OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
AND 76.4 FEET WEST OF MP MARKER 49
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**ADD 4600 FEET TO ALL ELEVATIONS IN THIS PLAN SET
TO ARRIVE AT THE CORRECT ELEVATIONS

CONSTRUCTION AND EROSION CONTROL NOTES

- A STORM WATER DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF HEALTH IS REQUIRED BEFORE CONSTRUCTION CAN BEGIN.
- CONTRACTOR SHALL INSTALL ALL PERIMETER SEDIMENT AND EROSION CONTROL DEVICES BEFORE COMMENCING ANY LAND CLEARING ACTIVITY. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF THE SILT FENCES THROUGHOUT THE CONSTRUCTION PROCESS AND UNTIL PERMANENT GROUND VEGETATION HAS BEEN ESTABLISHED TO THE SATISFACTION OF THE CITY OF EVANS ENGINEER.
- FOLLOWING THE PLACEMENT OF SILT FENCES THE CONTRACTOR MAY BEGIN CLEARING AND GRUBBING OPERATIONS. THIS OPERATION DOES NOT INCLUDE TOPSOIL STRIPPING.
- THE CONTRACTOR SHALL LIMIT TOPSOIL STRIPPING OPERATIONS WITHIN THE AREAS IN WHICH THEY ARE IMMEDIATELY WORKING.
- THE CONTRACTOR SHALL ROUGHEN THE SURFACE OR PROVIDE EITHER TEMPORARY OR PERMANENT GROUND COVER WITHIN FOURTEEN (14) DAYS OF EXPOSING ANY AREA. THIS REQUIREMENT SHALL BE IMPOSED IF THE CONTRACTOR HAS AN AREA EXPOSED FOR FOURTEEN (14) DAYS OR MORE WITHOUT PERFORMING GRADING OPERATIONS WITHIN THE AREA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL DEVICES AND PRACTICES. IT IS THE INTENT OF THESE PLANS AND THE DESIRE OF THE OWNER TO PROVIDE HIGH QUALITY EROSION AND SEDIMENT CONTROL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL FINES ASSOCIATED WITH DISCHARGE OF SEDIMENTS, EROSION, OR POLLUTANTS CAUSED BY THIS WORK.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS OF THE CITY OF EVANS, AND PROJECT DRAWINGS. THE SITE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN EROSION AND SEDIMENT CONTROL DEVICES ON SITE DURING CONSTRUCTION IN ACCORDANCE WITH THE ABOVE. AS A MINIMUM STANDARD, AND SHALL REMOVE ANY SILT OUTSIDE OF THE PROJECT LIMITS DEPOSITED AS A RESULT OF CONSTRUCTION ACTIVITY.
- THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE, IF NOT REUSABLE ON SITE.
- THE SITE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AT COMPLETION OF CONSTRUCTION.
- THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
- ADDITIONAL ON-SITE PROTECTION, IN ADDITION TO ABOVE, MUST BE PROVIDED TO PREVENT SILT FROM LEAVING THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
- SITE CONTRACTOR IS RESPONSIBLE FOR CLEANING OUT ALL STORM DRAINAGE STRUCTURES, INCLUDING FLUMES, PIPES, ETC. PRIOR TO COMPLETION OF PROJECT.

GRADING NOTES

- SITE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES, PIPES AND ALL UTILITIES PRIOR TO CONSTRUCTION.
- EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY LAND DISTURBING ACTIVITY COMMENCING.
- CLEARING AND GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS.
- SUBGRADE SHALL BE COMPACTED AND SHAPED PER SPECIFICATIONS PRIOR TO APPLICATION OF BASE MATERIAL.
- NO ASPHALT OR CONCRETE PAVING SHALL BE INSTALLED UNTIL ALL UTILITIES AND CONDUIT CROSSINGS WITHIN PAVED AREAS HAVE BEEN INSTALLED, AND THE BASE COURSE IS APPROVED.
- NO PAVING SHALL BE INSTALLED UNTIL APPROVAL IS GIVEN BY THE CITY OF EVANS ENGINEER OF THE TYPE OF PAVING MATERIAL TO BE USED.
- GRADES SHOWN ARE FINISHED GRADES. FOR SUBGRADE ELEVATIONS SEE PAVING SECTIONS AND DETAILS.
- CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- IT IS THE SITE DEVELOPMENT CONTRACTORS RESPONSIBILITY TO PROVIDE SITE GRADING IN A MANNER CONSISTENT WITH DEVELOPMENT PLANS. SITE DRAINAGE EASEMENTS SHALL NOT BE RESTRICTED. ON-SITE AND PASS-THROUGH RUNOFF SHALL BE ROUTED TO STREETS, ALONG PROPERTY LINES, AND THROUGH EASEMENTS IN A MANNER WHICH CONTROLS SURFACE RUNOFF.

SEEDING NOTES

ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" OF TOP SOIL AND SHALL BE SEEDDED. SOIL PREPARATION, FERTILIZER, SEEDING AND MULCHING WILL BE REQUIRED. THE FOLLOWING TYPES AND RATES SHALL BE USED.

SEED COMMON NAME	BOTANICAL NAME	LBS. PLS./ACRE
Fairway Wheatgrass	Agropyron Cristatum	12
FERTILIZER (NUTRIENT REQUIRED)	LBS. /ACRE	
Nitrogen	40	
Phosphorus	40	

GRASS SEED SHALL BE PLANTED WITH A GRASS SEED DRILL (NOT A GRAIN DRILL) AT A DEPTH OF 1/2" TO 3/4". BROADCAST SEEDING OF GRASS SEED IS NOT ACCEPTABLE. STRAW OR HAY MULCH SHALL BE SPREAD AND CRIMPED INTO THE SOIL AT THE RATE OF 4,000 LBS./ACRE. HYDROSEEDING AND HYDROMULCHING IS ACCEPTABLE IN LIEU OF DRILLING SEED AND CRIMPING IN STRAW MULCH. THE SEEDING OF WHEATGRASS SHALL OCCUR BETWEEN DECEMBER 1 AND MAY 1 OR BETWEEN AUGUST 1 AND SEPTEMBER 1.

TEMPORARY COVER CROP REQUIREMENT
CRIMPED-IN STRAW MULCH - AREAS WHICH ARE READY FOR SEEDING AFTER MAY 1 BUT BEFORE JULY 1 SHALL BE SEEDDED WITH A TEMPORARY COVER CROP OF MILLET OR SORGHUM AT THE RATE OF 20 POUNDS PER ACRE WITH THE AMOUNT OF FERTILIZER AS SPECIFIED ABOVE. THE REQUIREMENT TO PLANT A TEMPORARY COVER CROP DOES NOT ELIMINATE THE REQUIREMENT TO PLANT THE WHEATGRASS. STRAW MULCH IS NOT REQUIRED FOR THIS TEMPORARY COVER CROP. THE AMOUNT OF COVER CROP (IN ESTIMATED POUNDS PER ACRE) WHICH REMAINS IN PLACE AT THE TIME OF THE FOLLOWING WHEATGRASS PLANTING SEASON MAY SUBSTITUTE FOR THE SAME AMOUNT OF CRIMPED-IN STRAW MULCH.

PICKETT ENGINEERING INCORPORATED
CONSULTING ENGINEERS
808 8TH STREET, GREELEY, COLORADO 80631
PHONE: 970-356-6362 FAX: 970-356-6486

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
CALL THE UTILITY COMPANIES IN ADVANCE TO OBTAIN THE MARKING OF UNDERGROUND UTILITIES.
THIS DRAWING IS THE PROPERTY OF PICKETT ENGINEERING, INC. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

COLORADO REGISTERED PROFESSIONAL ENGINEER
Sean Pickett
37699
08/16/04
#21

DATE	REVISION
08/16/04	1 RELEASED FOR CONSTRUCTION

SCALE	DATE	CHK. BY	DES. BY	APP. BY
H: 1" = 50'	Aug 17, 2004	JSK	JSK	RSP

Idaho, 36th, & St. Vrain Street
STORM WATER MANAGEMENT PLAN
CITY OF EVANS
1100 37TH STREET, EVANS, CO 80620

C-2.1
JOB NO: 02-065.5
REV.

P:\02-065\CADD\02-065.5 Idaho & 36th\02-065.5 W/LAR submittal\02-065.5-18.dwg PLOT TIME: Tue Aug 17 0:35:56 2004

LAYOUT/DEMO PLAN

GRAPHIC SCALE 1"=40'



PROJECT CONTROL

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TRAFFIC CONTROL AND SIGNAGE NOTES

- SIGNAGE SHOWN ON THE LAYOUT PLAN SHALL CONFORM IN SIZE, COLOR, MATERIAL OF CONSTRUCTION, MOUNTING HEIGHT AND LOCATION IN ACCORDANCE WITH THE STANDARDS IN THE FEDERAL HIGHWAY ADMINISTRATION'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND AS APPROVED BY THE CITY OF EVANS.
- ALL SIGNS SHALL BE INSTALLED ON UNISTRUT TELESPAR TYPE PERFORATED POSTS WITH ANCHORS AT PROPER HEIGHTS AS PER CURRENT M.U.T.C.D. STANDARDS.
- SIGN BACKINGS 36" X 36" OR LESS SHALL BE 0.080 ALUMINUM.
- STREET AND AVENUE SIGNS SHALL BE EXTRUDED ALUMINUM, 6" X 30" MINIMUM IN LENGTH, CITY OF EVANS STANDARD REFLECTIVE GREEN BACKGROUND WITH WHITE LETTERS AND NUMBERS, WITH BLOCK NUMBERS, ARROWS, AND CITY LOGO.
- ALL SIGNS SHALL BE MOUNTED WITH VANDAL PROOF BOLTS.
- UNISTRUT TELESPAR TYPE POSTS SHALL MEET OR EXCEED THE FOLLOWING:
 - POSTS - 1 3/4" X 1 3/4", 12 GAUGE, ASTM SPECIFICATION NUMBER A4446, GRADE A, DRILLED ON 1" CENTERS.
 - ANCHORS - 2" X 2", 12 GAUGE, ASTM SPECIFICATION NUMBER A4446, DRILLED ON 1" CENTERS.
 - ALL POSTS AND ANCHORS SHALL BE GALVANIZED TO ASTM SPECIFICATION A525 COATING DESIGNATION G90.
- ALL SIGNS SHALL BE MINIMUM ENGINEER REFLECTIVE SHEETING, SEVEN (7) YEAR GUARANTEE OR APPROVED EQUAL.

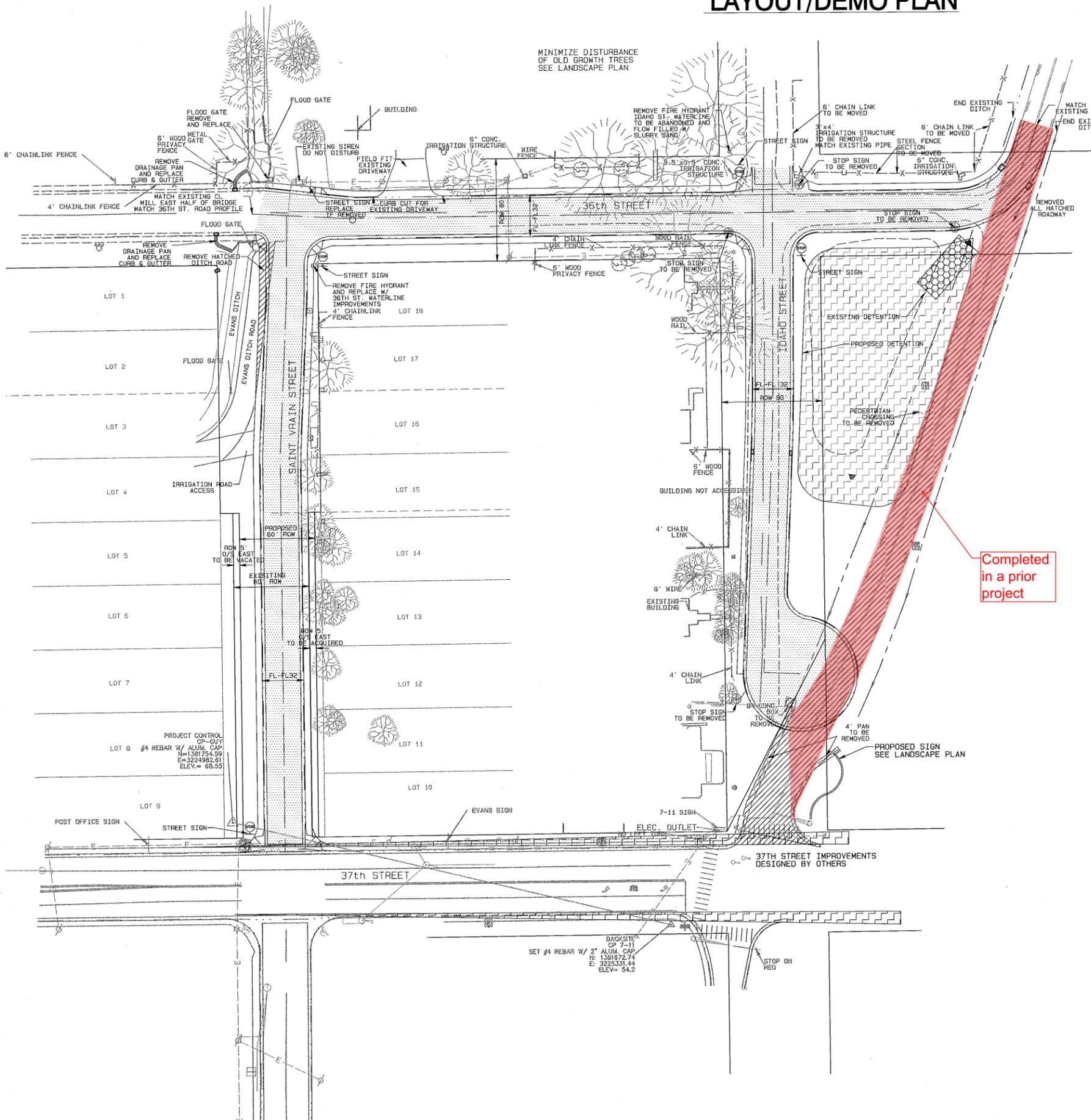
LAYOUT NOTES

- STREET LIGHTS SHOWN ON THE LAYOUT PLAN SHALL CONFORM IN SIZE, COLOR, AND MATERIAL OF CONSTRUCTION IN ACCORDANCE WITH THE CITY OF EVANS STANDARDS.

TRAFFIC AREA	ALTERNATIVE	ASPHALT CONCRETE SURFACE	AGGREGATE BASE COURSE	PORTLAND CEMENT CONCRETE	TOTAL
36TH STREET	A	4 1/2	9	-	13 1/2
	B	-	-	10	10

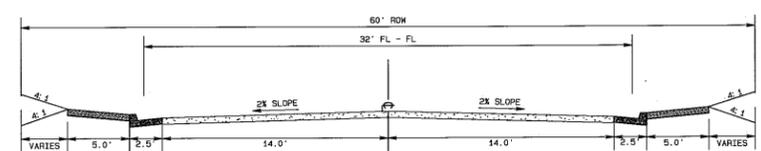
TRAFFIC AREA	ALTERNATIVE	ASPHALT CONCRETE SURFACE	AGGREGATE BASE COURSE	PORTLAND CEMENT CONCRETE	TOTAL
IDAHO STREET	A	3	4	-	7
	B	-	-	6	6

TRAFFIC AREA	ALTERNATIVE	ASPHALT CONCRETE SURFACE	AGGREGATE BASE COURSE	PORTLAND CEMENT CONCRETE	TOTAL
SAINT VRAIN ST.	A	4 1/2	9	-	13 1/2
	B	-	-	10	10

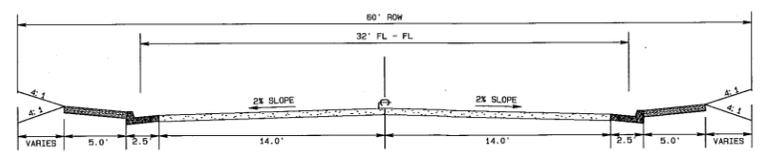


Completed in a prior project

SAINT VRAIN STREET
 60' ROW W/ VERTICAL CURB



36TH STREET & IDAHO STREET
 60' ROW W/ VERTICAL CURB



PICKETT ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 808 8TH STREET, GREELEY, COLORADO 80631
 PHONE: 970.356.6362 FAX: 970.356.6486

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
 BEFORE YOU DIG OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES.

COLORADO REGISTERED PROFESSIONAL ENGINEER
 Sean Dwyer
 37696
 08/16/04
 #21

NO.	DATE	REVISION
1	08/16/04	RELEASED FOR CONSTRUCTION

SCALE	DATE	DATE	DATE	DATE	DATE
1" = 40'	AUG 17, 2004				

Idaho, 36th, & St. Vrain Street
LAYOUT/DEMO PLAN
 CITY OF EVANS
 1100 37TH STREET, EVANS, CO 80620

C-3.1
 DRAWING JOB NO. 02-065.5 REV.

P:\02-065\CADD\02-065.5 MLAR submittal 2004-8-16.dwg PLOT TIME: Tue Aug 17 0:34:03 2004

UTILITY PLAN

PROJECT CONTROL

HORIZONTAL DATUM:
 COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM
 HORIZONTAL CONTROL BASED UPON NGS DESIGNATION JOHN EVANS
 N = 1386102.20
 E = 32222144.97

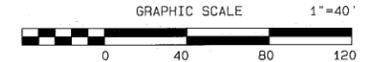
LOCAL COORDINATES REFERENCE & BASIS OF BEARING:
 PROJECT CONTROL: CP-GUY (#4 REBAR W/ ALUM. CAP)
 N = 1381754.59
 E = 3224982.61

BACKSITE: CP 7-11 (#4 REBAR W/ 2" ALUM. CAP)
 N = 1381672.74
 E = 3225331.44

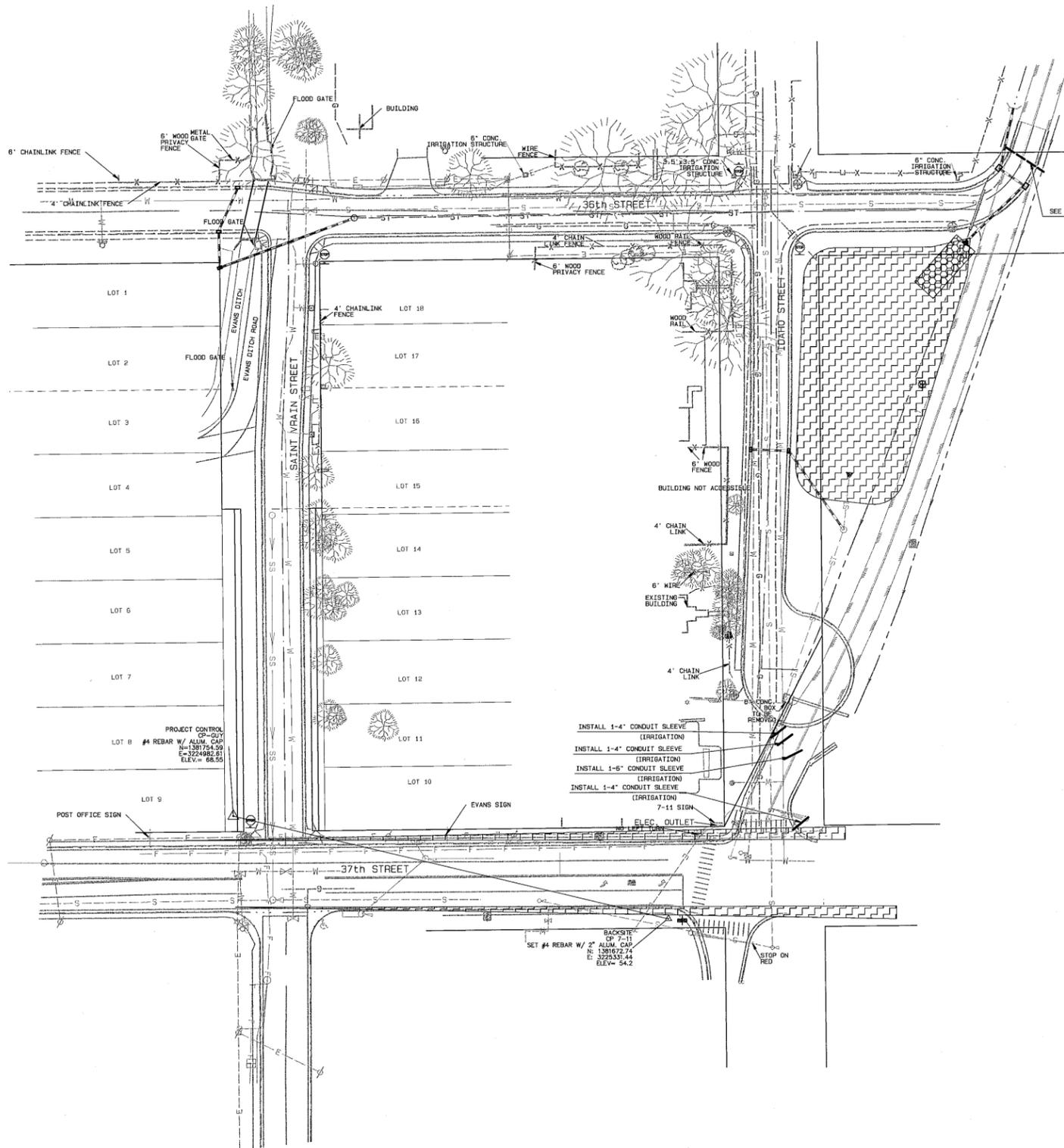
BEARING
 S76° 47' 27"E

BENCHMARK:
 NAVD 1988 NGS D 314, BRASS DISC LOCATED NORTH
 OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
 AND 76.4 FEET WEST OF MP MARKER 49
 ELEV. = 59.43

**ADD 4600 FEET TO ALL ELEVATIONS IN THIS PLAN SET
 TO ARRIVE AT THE CORRECT ELEVATIONS



All water and sanitary sewer improvements were completed with prior projects. Some storm drainage remains to be completed.



WATER NOTES

- ALL WATER MAINS SHALL COMPLY WITH SITE PLANS AND SPECIFICATIONS AND THE CITY OF EVANS SPECIFICATIONS.
- ALL WATER MAINS, FIRE HYDRANT LINES AND SERVICES SHALL HAVE A MINIMUM COVER OF 4.5 FEET.
- ALL GRADING IN RIGHT-OF-WAY OR EASEMENTS SHALL BE COMPLETED PRIOR TO INSTALLING WATER LINES.
- MAINTAIN A MINIMUM OF 10 FOOT HORIZONTAL AND 18 INCH VERTICAL CLEAR DISTANCE SEPARATION BETWEEN WATER AND SEWER MAINS. WATER MAIN TO BE LOCATED 18 INCHES MINIMUM ABOVE SEWER. CROSSINGS TO BE MADE AT RIGHT ANGLE. IF SEWER IS TO BE LOCATED ABOVE OR WITHIN 18 INCHES BELOW WATER MAIN, PROPER ENCASEMENT TO BE PROVIDED AS SHOWN IN CROSSING DETAIL.
- FOR PUBLIC WATER LINES LOCATED IN PRIVATE ROADS OR EASEMENTS, FUTURE REPAIR OF PAVING OR OTHER IMPROVED SURFACES SUBSEQUENT TO THE REPAIR OF A WATER OR SEWER LINE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER/CONDOMINIUM ASSOCIATION. WATER AND SEWER WILL BACKFILL THE TRENCH TO THE SURFACE BUT NOT REBUILD ANY SURFACE IMPROVEMENTS.
- ALL WATER MAINS TO BE BULKHEADED AND TESTED AND APPROVED PRIOR TO CONNECTION TO EXISTING WATER SYSTEM. VALVES WHICH ARE TESTED FOR PRESSURE AND LEAKAGE AT THE TIME OF INSTALLATION MAY BE CONSIDERED AS A BULKHEAD.
- ALL VALVES AT DEAD ENDS SHALL BE RESTRAINED WITH THRUST BLOCK AND MEGA-LUGS A MINIMUM OF TWO PIPE LENGTHS UPSTREAM (UNLESS OTHERWISE SPECIFIED).
- DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
- THRUST BLOCKS SHALL BE PROVIDED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES AND FIRE HYDRANTS.
- THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987. CALL AT LEAST 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG. GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.
- SHOULD ANY VARIATIONS BEFORE OR DURING CONSTRUCTION TO THE WATER MAIN DESIGN BE CONSIDERED, NOTICE MUST FIRST BE GIVEN TO THE CITY ENGINEER TO DETERMINE IF IT NEEDS THE APPROVAL FROM THE CITY OF EVANS. IF SO, THE NEW PLAN MUST BE DRAWN AND SUBMITTED TO THE CITY OF EVANS BY THE DEVELOPER'S ENGINEER 72 HOURS PRIOR TO CONSTRUCTION FOR APPROVAL.
- TYPICAL WATER SERVICES SHALL BE TYPE "K" COPPER AND CENTERED ON THE LOT FRONTAGE UNLESS OTHERWISE SHOWN.
- THERE SHALL BE NO PERMANENT STRUCTURES, FENCES, OR LANDSCAPING (PLANTINGS OR BERMS) GREATER THAN 3-FOOT TALL MATURE GROWTH, LOCATED IN WATER LINE EASEMENTS.
- THE FOLLOWING SPECIFICATIONS ARE ACCEPTABLE:
 - AWWA STANDARD C900 POLYVINYL CHLORIDE WATER LINE PIPE WITH A PRESSURE CLASS OF 150 SHALL BE USED.
 - PIPE SIZES 3" AND SMALLER SHALL BE TYPE "K" COPPER. FITTINGS SHALL BE BRONZE.
 - ALL FIRE LINES SHALL BE RESTRAINED DUCTILE IRON PIPE CLASS 52 AWWA C151 WITH POLYWRAP IN ACCORDANCE WITH AWWA STANDARD C-105.
- ALL TAPS TO BE MADE AT LEAST 4 FEET FROM ANY FITTING.
- ALL BACKFLOW PROTECTION SHALL BE PROVIDED IN ACCORDANCE WITH THE COLORADO CROSS-CONNECTION CONTROL MANUAL, LATEST EDITION. ALL BACKFLOW ASSEMBLIES MUST BE TREATED UPON INSTALLATION AND JUST PRIOR TO END OF WARRANTY PERIOD. OWNER SHALL BE RESPONSIBLE FOR TESTING EACH YEAR THEREAFTER.
- ALL VALVES ARE TO BE LOCATED AT PROPERTY LINES EXTENDED.

UTILITY NOTES

- ALL WATER MAINS SHALL BE C900 PVC PC 150 PIPE WITH TRACER WIRE UNLESS OTHERWISE NOTED.
- ALL PVC CONDUIT PIPE SHALL BE SDR 35 PVC PIPE UNLESS OTHERWISE NOTED.
- WATER SERVICE LOCATIONS SHALL BE SHOWN BY STAMPING "W" FOR WATER IN CURB FACE.

STORM NOTES

- ALL PIPES ENTERING STORM SEWER STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION IS WATER TIGHT.
- STORM PIPE DEFLECTED MORE THAN 5 (%) PERCENT SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.
- CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
 THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- COORDINATES OF THE STORM INLETS AND MANHOLES DOES NOT INDICATE THE FLOWLINE OF THE STORM PIPE. SEE DETAILS TO DETERMINE PIPE ALIGNMENT AND INLET PLACEMENT RELATIVE TO COORDINATE REFERENCE. FLOWLINE ELEVATION ON INLETS IS THE FLOWLINE OF THE GUTTER. SEE DETAILS TO DETERMINE INLET FLOWLINE ELEVATION.

IRRIGATION CONDUIT PLAN LEGEND

- INSTALL CLASS 200 PVC CONDUIT SLEEVE
- - - EXISTING IRRIGATION CONDUIT SLEEVE

*SEE UTILITY PLAN FOR CONDUIT SLEEVE SIZES.

PICKETT ENGINEERING INCORPORATED
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 PHONE: 970.356.6362 FAX: 970.356.6466

CALL UTILITY NOTIFICATION CENTER OF COLORADO
 1-800-922-1987
 CALL SUBURBS ONLY IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UTILITIES.
 THIS PLAN IS SET TO BE REVISION #1. ANY CHANGES TO THIS PLAN MUST BE MADE IN WRITING, IN ACCORDANCE WITH THE PROJECT MANUAL, SECTION 01050.

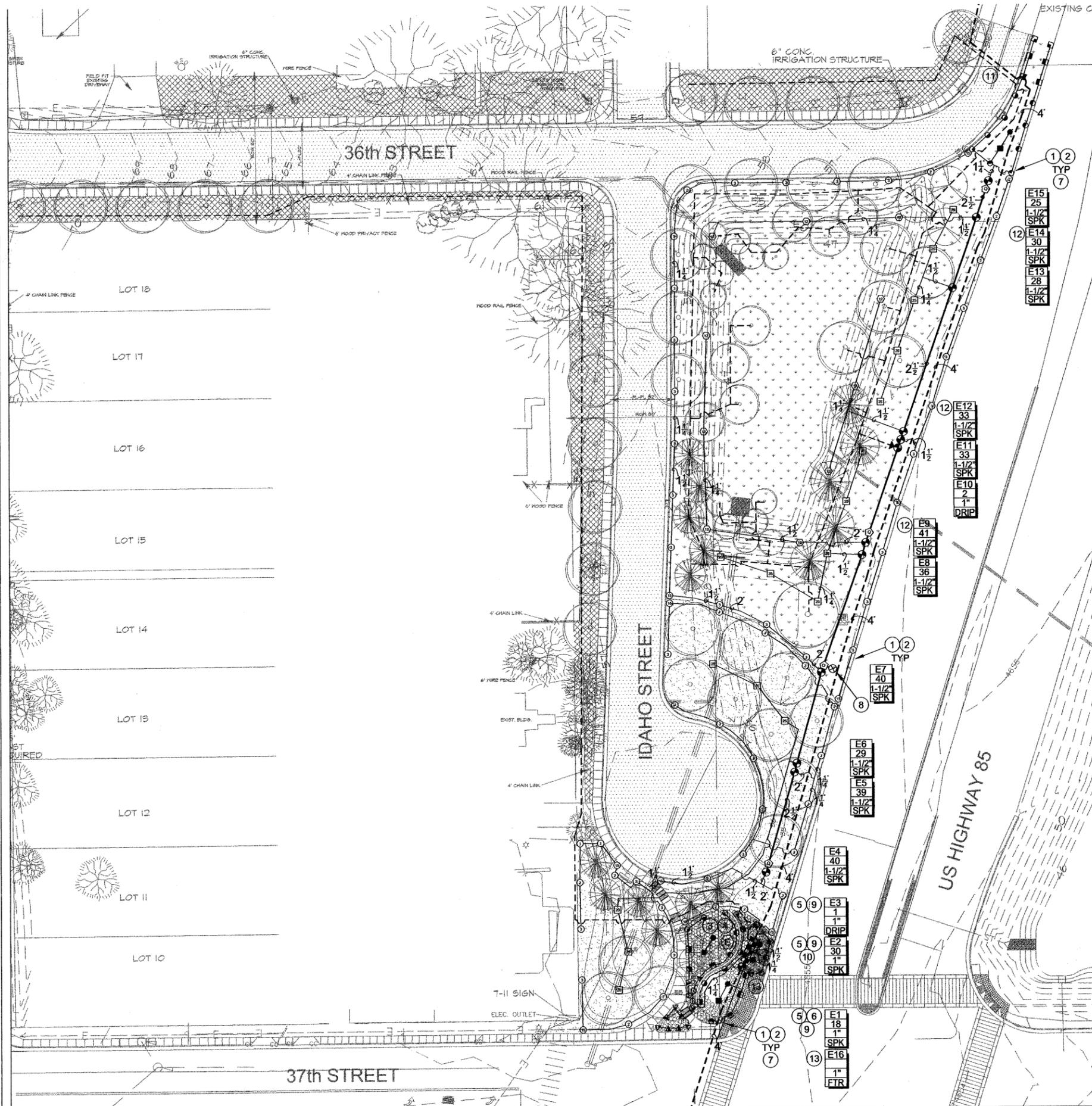


NO.	DATE	BY	REVISION
1	08/16/04	RSP	RELEASED FOR CONSTRUCTION

SCALE	DATE	DESIGNER	CHECKER
AS SHOWN	Aug 17, 2004	JSK	JSK

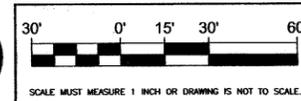
Idaho, 36th, & St. Vrain Street
UTILITY PLAN
 CITY OF EVANS
 1100 37TH STREET, EVANS, CO 80620

C-4.1
 DRAWING
 JOB NO. 02-065.5
 REV.



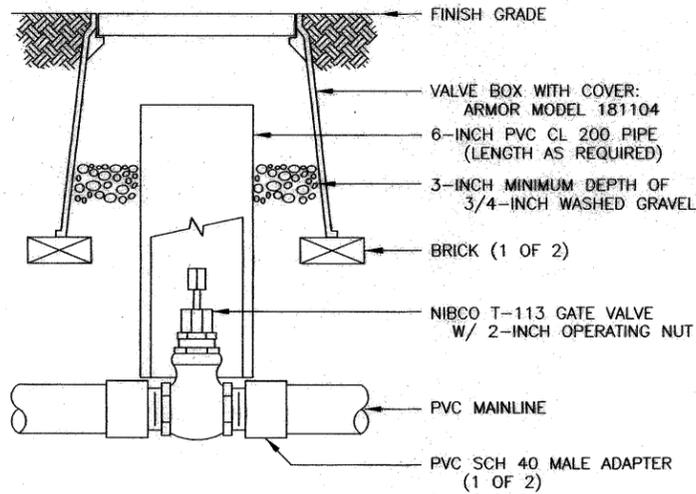
FLAG NOTES

- ① POT HOLE AND LOCATE ALL UTILITIES AND COORDINATE CROSSING OF EXISTING UTILITIES WITH UTILITY LOCATES AND THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. INSTALL IRRIGATION MAINLINE PIPE AT THE REQUIRED MINIMUM SEPARATION FROM EXISTING UTILITIES. IMMEDIATELY BRING TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS BETWEEN EXISTING UTILITIES AND MAINLINE PIPE BURIAL DEPTH.
- ② IRRIGATION PIPE, VALVES, AND APPURTENANCES MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY ONLY. INSTALL ALL IRRIGATION COMPONENTS WITHIN PROJECT LIMITS AND AT LOCATIONS VERIFIED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR MUST BRING ANY CONCERNS TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ③ PROVIDE NEW SATELLITE IRRIGATION CONTROLLER "E" WITH LINK RADIO, ENCLOSURE, AND OTHER APPROPRIATE EQUIPMENT AT THE APPROXIMATE LOCATION SHOWN. VERIFY SATELLITE RADIO COMMUNICATION LINK WITH THE CITY OF EVANS CENTRAL CONTROL SYSTEM. COORDINATE EXACT PLACEMENT OF CONTROLLER WITH THE OWNER'S REPRESENTATIVE ON SITE PRIOR TO CONSTRUCTION.
- ④ PROVIDE 120V ELECTRICAL POWER SERVICE FOR NEW SATELLITE IRRIGATION CONTROLLER "E". COORDINATE ALL POWER RELATED CONNECTIONS WITH THE OWNER'S REPRESENTATIVE AND TERRY STENZEL OF EXCEL ENERGY AT (970) 395-1207. PROVIDE A COMMERCIAL ELECTRICAL SERVICE INCLUDING LATERAL CONDUIT AND WIRING TO NEW SATELLITE IRRIGATION CONTROLLER "E" AS REQUIRED BY EXCEL ENERGY, CITY OF EVANS, AND NEC. COORDINATE FINAL LOCATION OF POWER WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ⑤ RE-ASSIGN EXISTING VALVE STATIONS B1, B22, AND B23 TO E1, E2, AND E3. DISCONNECT IRRIGATION REMOTE CONTROL VALVE WIRES AND COMMON WIRE AT EXISTING IRRIGATION REMOTE CONTROL VALVES B1, B22, AND B23 THAT ARE CONNECTED TO EXISTING SATELLITE IRRIGATION CONTROLLER "B". INSTALL APPROVED WATER TIGHT WIRE CONNECTORS TO THE END OF EACH WIRE LEADING BACK TO EXISTING CONTROLLER "B". PROVIDE NEW REMOTE CONTROL AND COMMON WIRES FROM NEW SATELLITE CONTROLLER "E" TO VALVES. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ⑥ RE-ASSIGN EXISTING VALVE STATION B24 TO E17. LOCATE EXISTING IRRIGATION REMOTE CONTROL VALVE WIRE AND COMMON WIRE FOR EXISTING IRRIGATION REMOTE CONTROL VALVE B24 THAT IS CONNECTED TO EXISTING SATELLITE IRRIGATION CONTROLLER "B". CUT WIRES AT THE APPROXIMATE LOCATION SHOWN AND INSTALL APPROVED WATER TIGHT WIRE CONNECTORS TO THE END OF EACH WIRE LEADING BACK TO EXISTING SATELLITE CONTROLLER "B". PROVIDE NEW REMOTE CONTROL WIRE FROM NEW SATELLITE CONTROLLER "E". PROVIDE NEW COMMON WIRE FROM REMOTE CONTROL VALVE E1 TO COMMON WIRE FOR E17 AT WIRE CUT LOCATION. SPLICE WIRES WITH APPROVED WATER TIGHT CONNECTORS. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ⑦ PROVIDE FOUR AWG #14 SPARE REMOTE CONTROL VALVE WIRES AND ONE SPARE COMMON WIRE FROM SATELLITE IRRIGATION CONTROLLER "E" TO EACH OF THE REMOTE CONTROL VALVE ASSEMBLIES INDICATED FOR USE AS SPARE WIRE IN CASE OF CONTROL WIRE FAILURE. PROVIDE A 3-FOOT COILED LENGTH OF SPARE WIRES IN ALL REMOTE CONTROL VALVE BOXES.
- ⑧ EXCAVATE AND EXPOSE EXISTING MAINLINE PIPE AT APPROXIMATE LOCATION SHOWN. CONNECT NEW SUB-MAINLINE PIPE TO EXISTING 4-INCH MAINLINE USING 4-INCH DUCTILE IRON TEE, REPAIR COUPLING, AND 4-INCH X 2 1/2-INCH BELL REDUCER FITTING. INSTALL CONCRETE THRUST BLOCK NECESSARY FOR FITTINGS. VERIFY ACTUAL LOCATION WITH OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ⑨ EXCAVATE AND EXPOSE EXISTING REMOTE CONTROL VALVE STUB-OUT LOCATED 3- FEET DOWNSTREAM OF THE VALVE. REMOVE CAP AND USE PVC SCH 40 REPAIR COUPLINGS TO CONNECT NEW LATERAL PIPE TO THE EXISTING STUB-OUT.
- ⑩ REMOVE EXISTING PRESSURE REGULATOR AND FILTER FROM DRIP REMOTE CONTROL VALVE INDICATED AND TURN OVER TO OWNER'S REPRESENTATIVE PRIOR TO CONNECTING REMOTE CONTROL VALVE TO NEW LATERAL PIPE.
- ⑪ ROUTE PIPE THROUGH EXISTING 8-INCH SLEEVING WITH EXISTING 4-INCH MAINLINE AT APPROXIMATE LOCATION SHOWN. IF SLEEVE IS SIZED SMALLER THAN 8-INCH, PROVIDE NEW SLEEVE FOR DRIP PIPE AS REQUIRED. VERIFY LOCATION WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ⑫ PART-CIRCLE POP-UP ROTOR SPRINKLERS ARE TO BE INSTALLED ALONG CONTOUR LINE 51 IN DETENTION BASIN TO IRRIGATE NATIVE SEED PLANTED IN BOTTOM OF BASIN. ADJUST PART-CIRCLE ROTORS ACCORDINGLY. VERIFY ACTUAL LOCATION WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ⑬ INSTALL REMOTE CONTROL VALVE E-16 AT APPROXIMATE LOCATION SHOWN FOR FUTURE IRRIGATION OF ANNUAL COLOR PLANT MATERIAL. INSTALL PVC MALE ADAPTER FITTING, 18-INCHES OF LATERAL PIPE, AND PVC CAP ON DOWNSTREAM SIDE OF VALVE. MAKE ALL NECESSARY CONNECTIONS TO IRRIGATION CONTROLLER. VERIFY ACTUAL LOCATION WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.



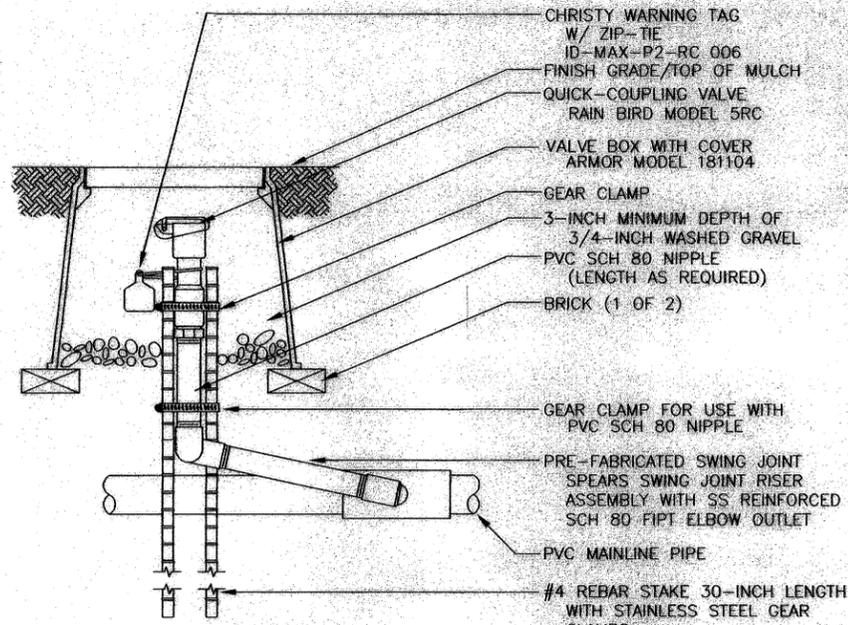
IDAHO & 36TH STREET
CITY OF EVANS, COLORADO
IRRIGATION CONSTRUCTION SHEET

Drawn By: JDL
Approved By: TDM
Scale: NTS
Date Issued: 06/24/04
Date: Revision:



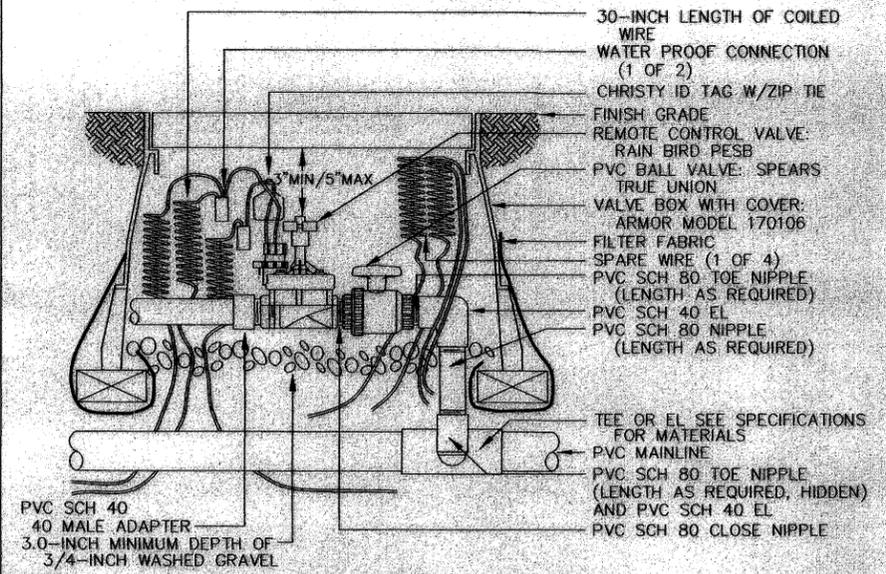
NOTE:
1. NOMINAL SIZE OF GATE VALVE TO MATCH NOMINAL MAINLINE SIZE, THE OPERATOR IS A WRENCH NUT.

1 ISOLATION GATE VALVE ASSEMBLY



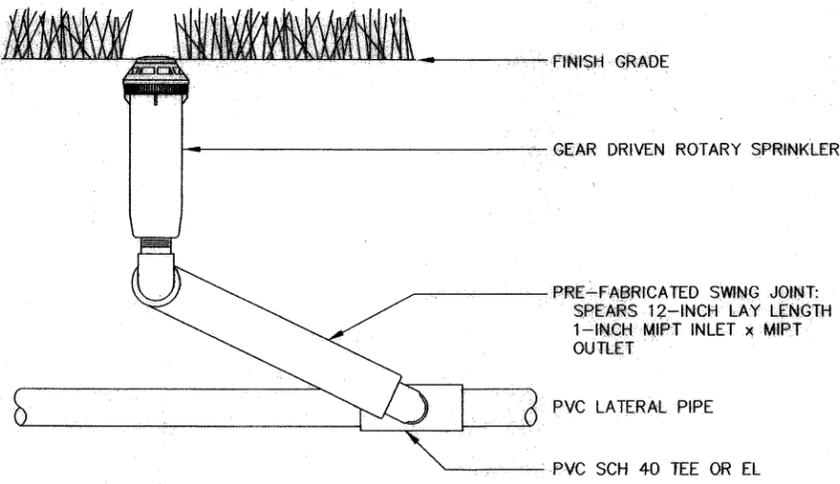
NOTE:
1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.

2 QUICK COUPLING VALVE ASSEMBLY



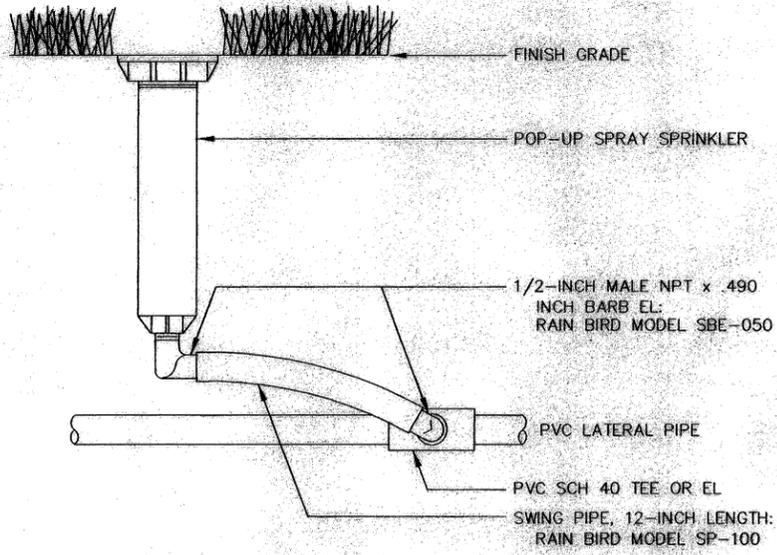
NOTES:
1. USE VALVE BOX EXTENSION AS NECESSARY TO ACHIEVE MINIMUM DIMENSIONS ABOVE ASSEMBLY.
2. NOMINAL SIZE OF ALL COMPONENTS ARE TO BE THE SAME NOMINAL SIZE AS THE SOLENOID VALVE (SIZED AS SHOWN).
3. INSTALL FILTER FABRIC AROUND EXTERIOR OF VALVE BOX. USE DUCT TAPE TO SECURE FABRIC TO PIPE AND VALVE BOX.
4. TRANSITION TO PROPER LATERAL PIPE BURIAL DEPTH USING 45° ELBOW FITTINGS DOWNSTREAM OF REMOTE CONTROL VALVE ASSEMBLY.
5. DO NOT CUT OUT ENDS OF VALVE BOX UNNECESSARILY.
6. POSITION VALVE BOX OVER VALVE TO ALLOW ACCESS TO SOLENOID, AND PROPER OPERATION OF BALL VALVE.
7. PROVIDE AND INSTALL PRS-D MODULE ON REMOTE CONTROL VALVE ASSEMBLIES OPERATING SPRAY LATERALS.

3 REMOTE CONTROL VALVE ASSEMBLY

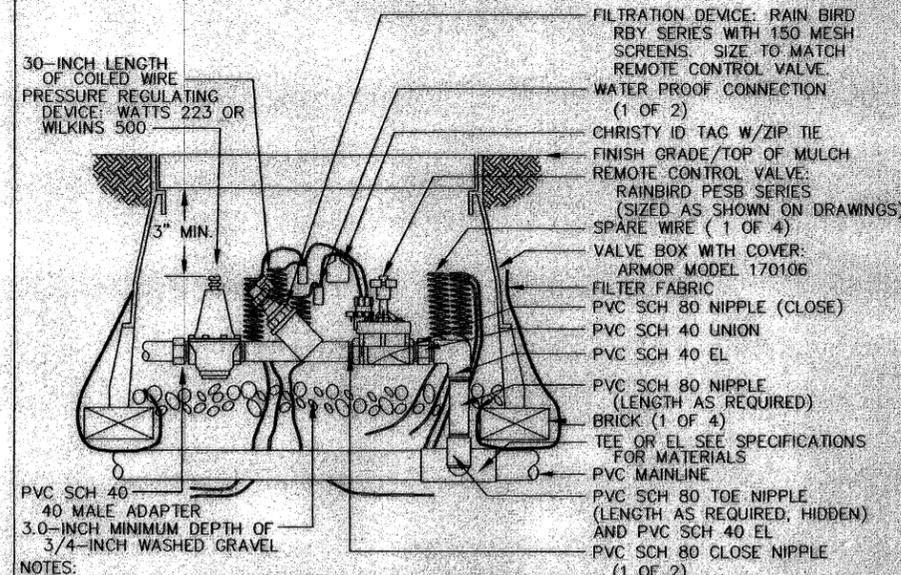


NOTE:
1. INSTALL SWING JOINT LAY ARM BETWEEN 30° AND 45° OF LATERAL PIPE IN ORDER TO ABSORB DOWNWARD IMPACT. IF LATERAL PIPE IS NOT INSTALLED AT SPECIFIED DEPTH, CONSULT ENGINEER PRIOR TO INSTALLATION OF SWING JOINT.

4 POP-UP ROTOR SPRINKLER ASSEMBLY



5 POP-UP SPRAY SPRINKLER ASSEMBLY

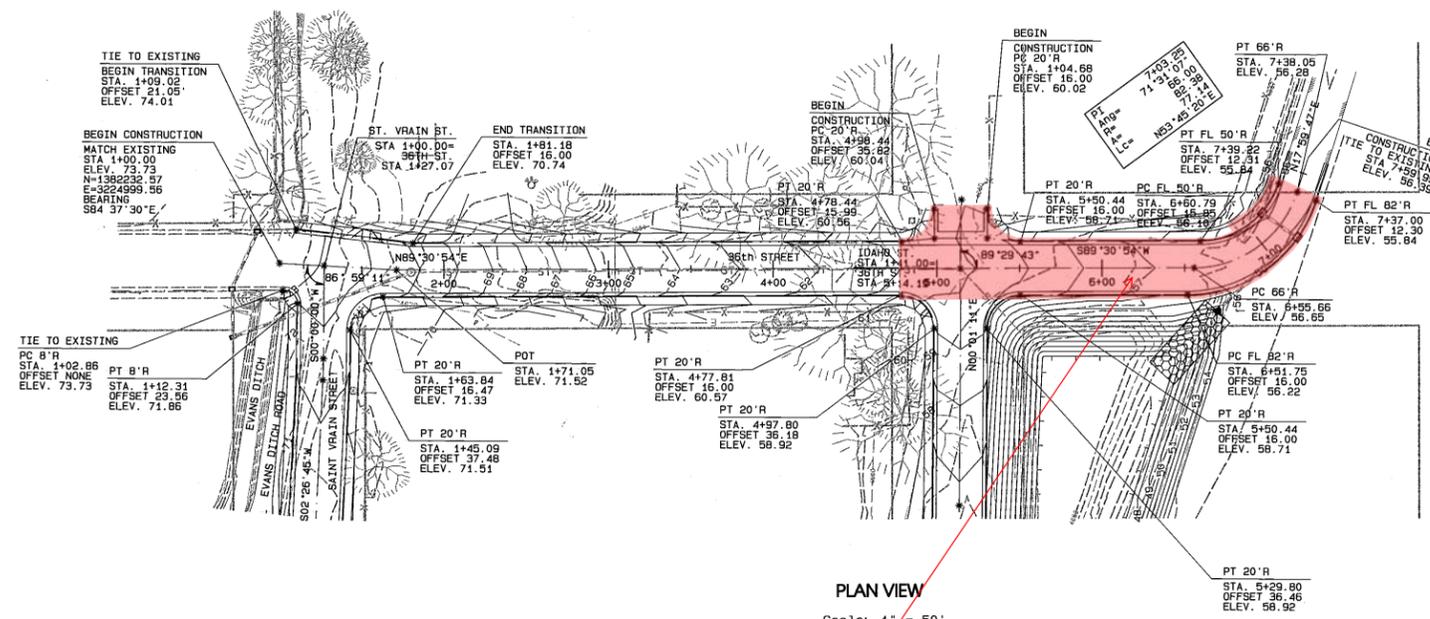
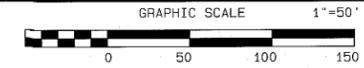


NOTES:
1. USE VALVE BOX EXTENSION AS NECESSARY TO ACHIEVE MINIMUM DIMENSIONS ABOVE ASSEMBLY.
2. NOMINAL SIZE OF ALL COMPONENTS ARE TO BE THE SAME NOMINAL SIZE AS THE SOLENOID VALVE (SIZED AS SHOWN).
3. INSTALL FILTER FABRIC AROUND EXTERIOR OF VALVE BOX. USE DUCT TAPE TO SECURE FABRIC TO PIPE AND VALVE BOX.
4. TRANSITION TO PROPER LATERAL PIPE BURIAL DEPTH USING 45° ELBOW FITTINGS DOWNSTREAM OF REMOTE CONTROL VALVE ASSEMBLY.
5. DO NOT CUT OUT ENDS OF VALVE BOX UNNECESSARILY.
6. POSITION VALVE BOX OVER VALVE TO ALLOW ACCESS TO SOLENOID, AND PROPER OPERATION OF BALL VALVE.
7. PROVIDE AND INSTALL PRS-D MODULE ON REMOTE CONTROL VALVE ASSEMBLIES OPERATING SPRAY LATERALS.

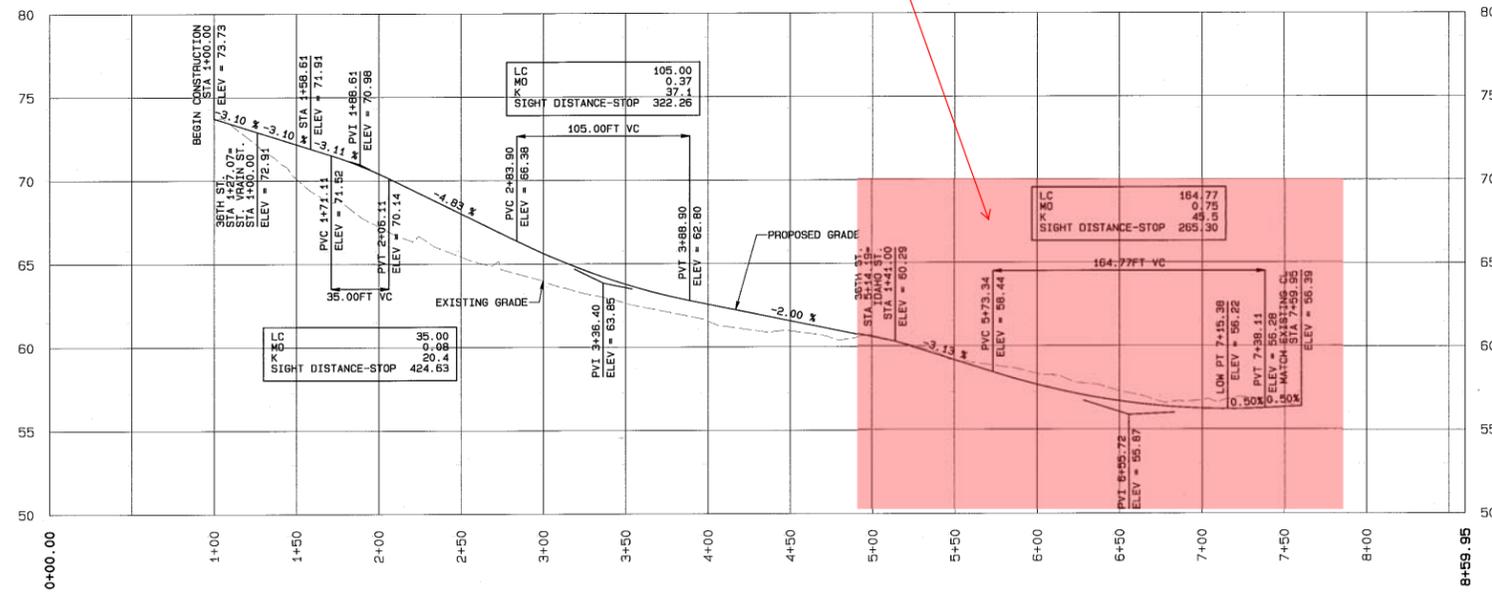
5 DRIP REMOTE CONTROL VALVE ASSEMBLY

Drawn By: JDL
Approved By: TDM
Scale: NTS
Date Issued: 06/24/04
Date: _____ Revision: _____
Project # _____

36TH STREET



Completed in a prior project



PROJECT CONTROL

HORIZONTAL DATUM:
COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM
HORIZONTAL CONTROL BASED UPON NGS DESIGNATION JOHN EVANS
N = 1386102.20
E = 3222144.97

LOCAL COORDINATES REFERENCE & BASIS OF BEARING:
PROJECT CONTROL: CP-GUY (#4 REBAR W/ ALUM. CAP)
N = 1381754.59
E = 3224982.61

BACKSIGHT: CP 7-11 (#4 REBAR W/ 2" ALUM. CAP)
N = 1381672.74
E = 3225331.44

BEARING
S76° 47' 27" E

BENCHMARK:
NAVD 1988 NGS D 314, BRASS DISC LOCATED NORTH
OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
AND 76.4 FEET WEST OF MP MARKER 49
ELEV. = 59.43

**ADD 4500 FEET TO ALL ELEVATIONS IN THIS PLAN SET
TO ARRIVE AT THE CORRECT ELEVATIONS

GRADING NOTES

- SITE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES, PIPES AND ALL UTILITIES PRIOR TO CONSTRUCTION.
- EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY LAND DISTURBING ACTIVITY COMMENCING.
- CLEARING AND GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS.
- SUBGRADE SHALL BE COMPACTED AND SHAPED PER SPECIFICATIONS PRIOR TO APPLICATION OF BASE MATERIAL.
- NO ASPHALT OR CONCRETE PAVING SHALL BE INSTALLED UNTIL ALL UTILITIES AND CONDUIT CROSSINGS WITHIN PAVED AREAS HAVE BEEN INSTALLED, AND THE BASE COURSE IS APPROVED.
- NO PAVING SHALL BE INSTALLED UNTIL APPROVAL IS GIVEN BY THE CITY OF EVANS ENGINEER OF THE TYPE OF PAVING MATERIAL TO BE USED.
- GRADES SHOWN ARE FINISHED GRADES. FOR SUBGRADE ELEVATIONS SEE PAVING SECTIONS AND DETAILS.
- CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.

THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- IT IS THE SITE DEVELOPMENT CONTRACTORS RESPONSIBILITY TO PROVIDE SITE GRADING IN A MANNER CONSISTENT WITH DEVELOPMENT PLANS. SITE DRAINAGE EASEMENTS SHALL NOT BE RESTRICTED. ON-SITE AND PASS-THROUGH RUNOFF SHALL BE ROUTED TO STREETS, ALONG PROPERTY LINES, AND THROUGH EASEMENTS IN A MANNER WHICH CONTROLS SURFACE RUNOFF.

PICKETT ENGINEERING INCORPORATED
CONSULTING ENGINEERS
808 8TH STREET, GREELEY, CO. 80640 80631
PHONE: 970.356.6362 FAX: 970.356.6486

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
CALL SUBURBS DAVIS IN ADVANCE BEFORE YOU DIG. GRADE OR EXCAVATE FOR THE PROTECTION OF UTILITIES.
THIS PLAN SET IS TO BE REPRODUCED OR MODIFIED WITHOUT THE WRITTEN CONSENT OF PICKETT ENGINEERING, INC.

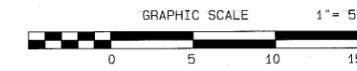
COLORADO REGISTERED PROFESSIONAL ENGINEER
Sean P. Johnson
37598
08/16/04
#21

NO.	DATE	BY	REVISION
1	08/16/04	RSP	RELEASED FOR CONSTRUCTION

SCALE	DATE	DNW. BY	DES. BY	CHK. BY
H: 1" = 50' V: 1" = 5'	Aug 17, 2004	JSN	JSN	RSP

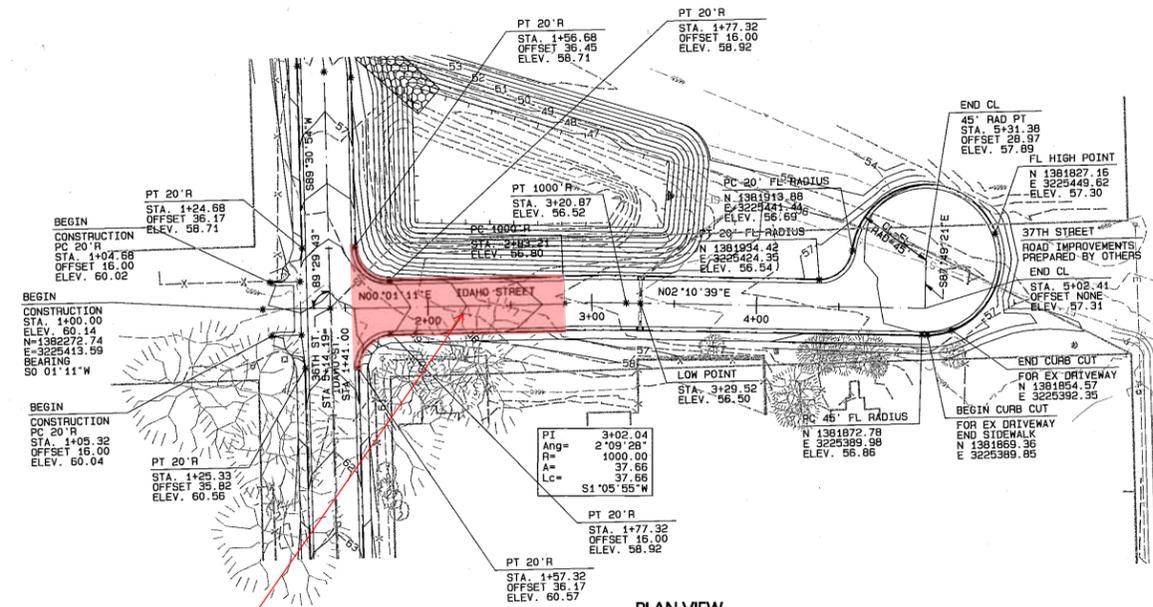
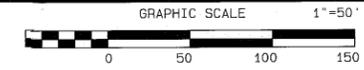
Idaho, 36th, & St. Vrain Street
ROADWAY PLAN AND PROFILE
CITY OF EVANS
1100 37TH STREET, EVANS, CO. 80620

C-5.1
DRAWING JOB NO. 02-065.5



P:\02-065\CADD\02-065.5 Idaho & 36th\02-065.5 M\LAR submittal\2004-8-16.pro PLOT TIME: Tue Aug 17 0:36:36 2004

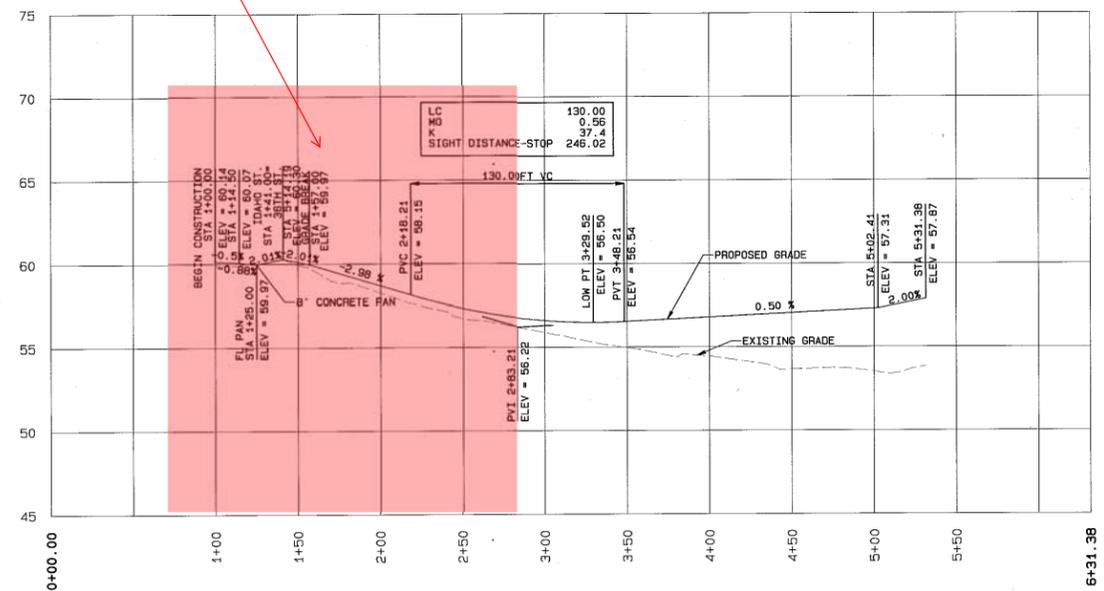
IDAHO STREET



PLAN VIEW

Scale: 1" = 50'

Completed
in a prior
project



PROFILE VIEW

Vert. Scale: 1" = 5'
Horz Scale: 1" = 50'

PROJECT CONTROL

HORIZONTAL DATUM:
COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM
HORIZONTAL CONTROL BASED UPON NGS DESIGNATION JOHN EVANS
N = 1386102.20
E = 3222144.97

LOCAL COORDINATES REFERENCE & BASIS OF BEARING:
PROJECT CONTROL: CP-GUY (#4 REBAR W/ ALUM. CAP)
N = 1381754.59
E = 3224982.61

BACKSIGHT: CP 7-11 (#4 REBAR W/ 2" ALUM. CAP)
N = 1381672.74
E = 3225331.44

BEARING
S76° 47' 27"E

BENCHMARK:
NAVD 1988 NGS D 314, BRASS DISC LOCATED NORTH
OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
AND 76.4 FEET WEST OF MP MARKER 49
ELEV. = 59.43

**ADD 4600 FEET TO ALL ELEVATIONS IN THIS PLAN SET
TO ARRIVE AT THE CORRECT ELEVATIONS

GRADING NOTES

- SITE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES, PIPES AND ALL UTILITIES PRIOR TO CONSTRUCTION.
- EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY LAND DISTURBING ACTIVITY COMMENCING.
- CLEARING AND GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS.
- SUBGRADE SHALL BE COMPACTED AND SHAPED PER SPECIFICATIONS PRIOR TO APPLICATION OF BASE MATERIAL.
- NO ASPHALT OR CONCRETE PAVING SHALL BE INSTALLED UNTIL ALL UTILITIES AND CONDUIT CROSSINGS WITHIN PAVED AREAS HAVE BEEN INSTALLED, AND THE BASE COURSE IS APPROVED.
- NO PAVING SHALL BE INSTALLED UNTIL APPROVAL IS GIVEN BY THE CITY OF EVANS ENGINEER OF THE TYPE OF PAVING MATERIAL TO BE USED.
- GRADES SHOWN ARE FINISHED GRADES. FOR SUBGRADE ELEVATIONS SEE PAVING SECTIONS AND DETAILS.
- CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.

THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- IT IS THE SITE DEVELOPMENT CONTRACTORS RESPONSIBILITY TO PROVIDE SITE GRADING IN A MANNER CONSISTENT WITH DEVELOPMENT PLANS. SITE DRAINAGE EASEMENTS SHALL NOT BE RESTRICTED. ON-SITE AND PASS-THROUGH RUNOFF SHALL BE ROUTED TO STREETS, ALONG PROPERTY LINES, AND THROUGH EASEMENTS IN A MANNER WHICH CONTROLS SURFACE RUNOFF.

PICKETT ENGINEERING INCORPORATED
CONSULTING ENGINEERS
808 8TH STREET, GREELEY, COLORADO 80631
PHONE: 970.356.6362 FAX: 970.356.6486

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
ONLY BUSINESS HOURS IN ADVANCE BEFORE YOU DIG OR EXCAVATE FOR THE NUMBER OF UTILITIES.

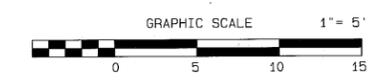
PROFESSIONAL ENGINEER
SEAN PHILLIPS
08/16/04

NO.	REVISION	DATE	BY
1	RELEASED FOR CONSTRUCTION	08/16/04	RSP

SCALE	DATE	DWN. BY	DES. BY	CHK. BY
H: 1" = 50' V: 1" = 5'	Aug 17, 2004	JSW	JSW	RSP

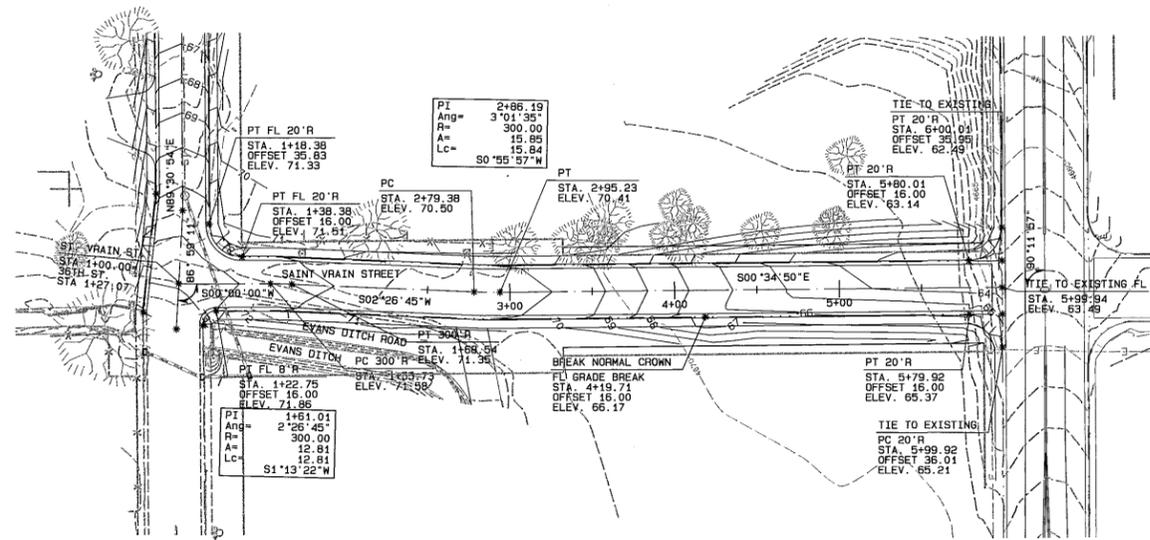
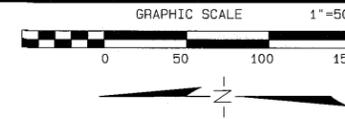
Idaho, 36th, & St. Vrain Street
ROADWAY PLAN AND PROFILE
CITY OF EVANS
1100 37TH STREET, EVANS, CO 80620

C-5.2
DRAWING JOB NO. 02-065.5 REV.



P:\02-065\CADD\02-065.5 Idaho & 36th\02-065.5 MLAR submittal\02-065.5 MLAR submittal\02-065.5 MLAR submittal\02-065.5 MLAR submittal.dwg PLOT TIME: Tue Aug 17 1:05:54 2004

SAINT VRAIN STREET



PLAN VIEW

Scale: 1" = 50'

PROJECT CONTROL

HORIZONTAL DATUM:
 COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM
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 N = 1381672.74
 E = 3225331.44

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 S76° 47' 27" E

BENCHMARK:
 NAVD 1988 NGS D 314, BRASS DISC LOCATED NORTH
 OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
 AND 76.4 FEET WEST OF MP MARKER 49
 ELEV. = 59.43

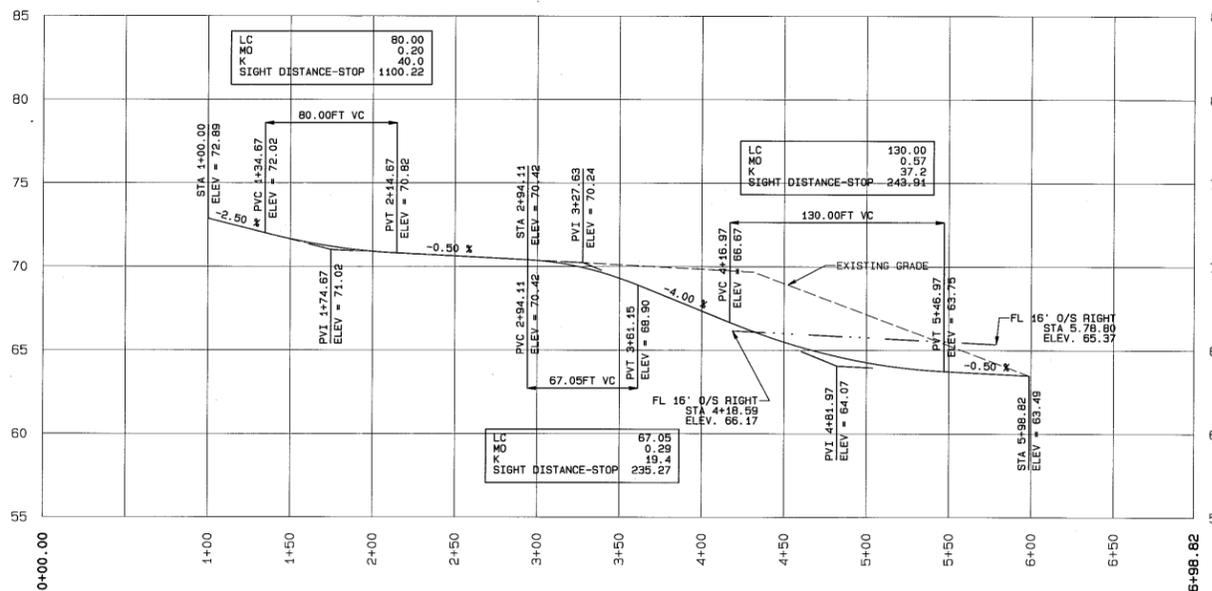
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PROFILE VIEW

Vert. Scale: 1" = 5'
 Horiz Scale: 1" = 50'



CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
 CALL BEFORE YOU DIG, GRADE OR EXCAVATE
 BEFORE THE MARKING OF UTILITIES
 FOR THE MARKING OF UTILITIES
 THIS AND ALL OTHER INFORMATION IS FOR INFORMATION ONLY. IT IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
 PROJECT ENGINEER: JAMES WATKINS, CONSULTANT
 PICKETT ENGINEERING, INC.



NO.	REVISION	DATE	BY	DATE	BY
1	RELEASED FOR CONSTRUCTION	08/16/04	RSP	08/16/04	RSP

SCALE	H: 1" = 50'
	V: 1" = 5'
DATE	Aug 17, 2004
DWN. BY	JSW
DES. BY	JSW
CHK. BY	RSP

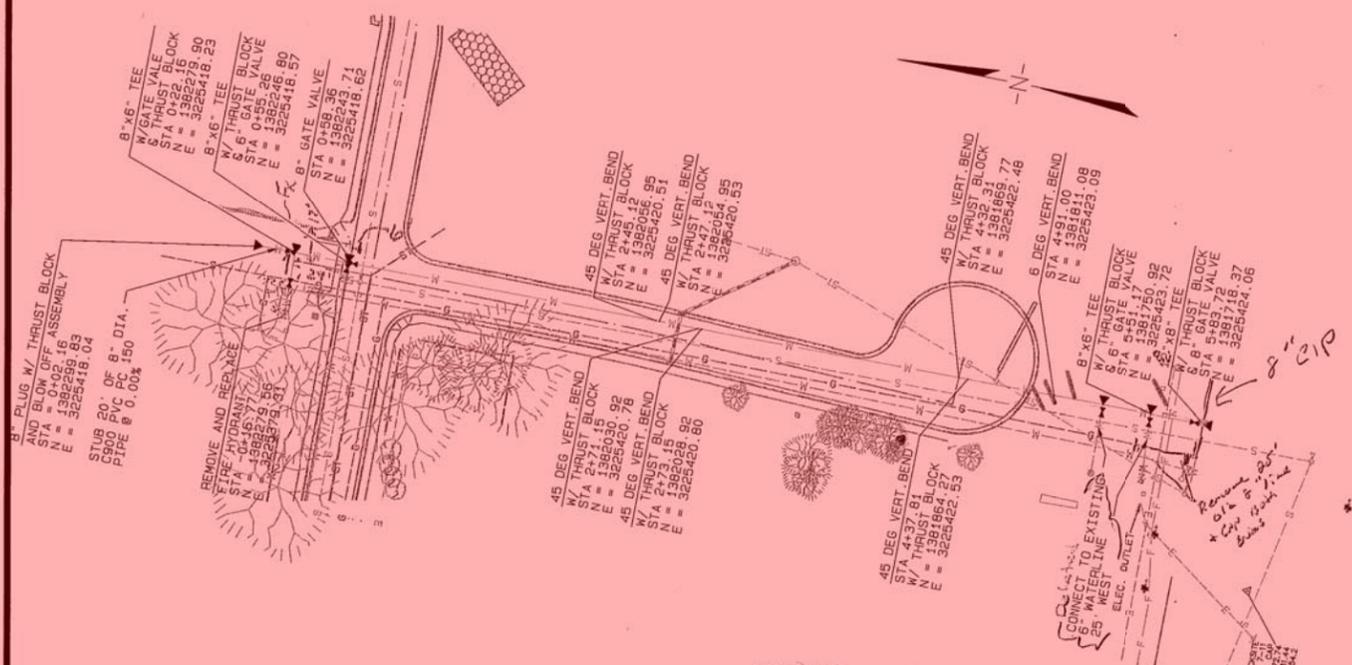
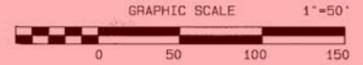
Idaho, 36th, & St. Vrain Street
ROADWAY PLAN AND PROFILE
 CITY OF EVANS
 1100 37TH STREET, EVANS, CO 80620

C-5.3
 DRAWING
 JOB NO:
 REV.

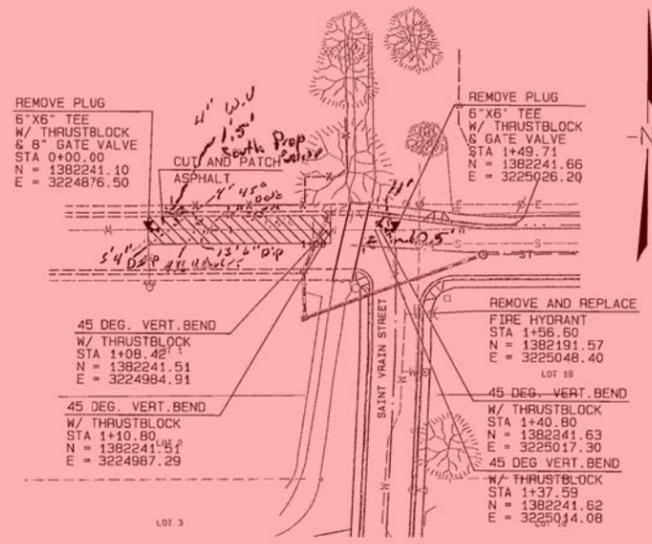
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IDAHO ST. REPLACEMENT WATERLINE

36TH STREET WATERLINE

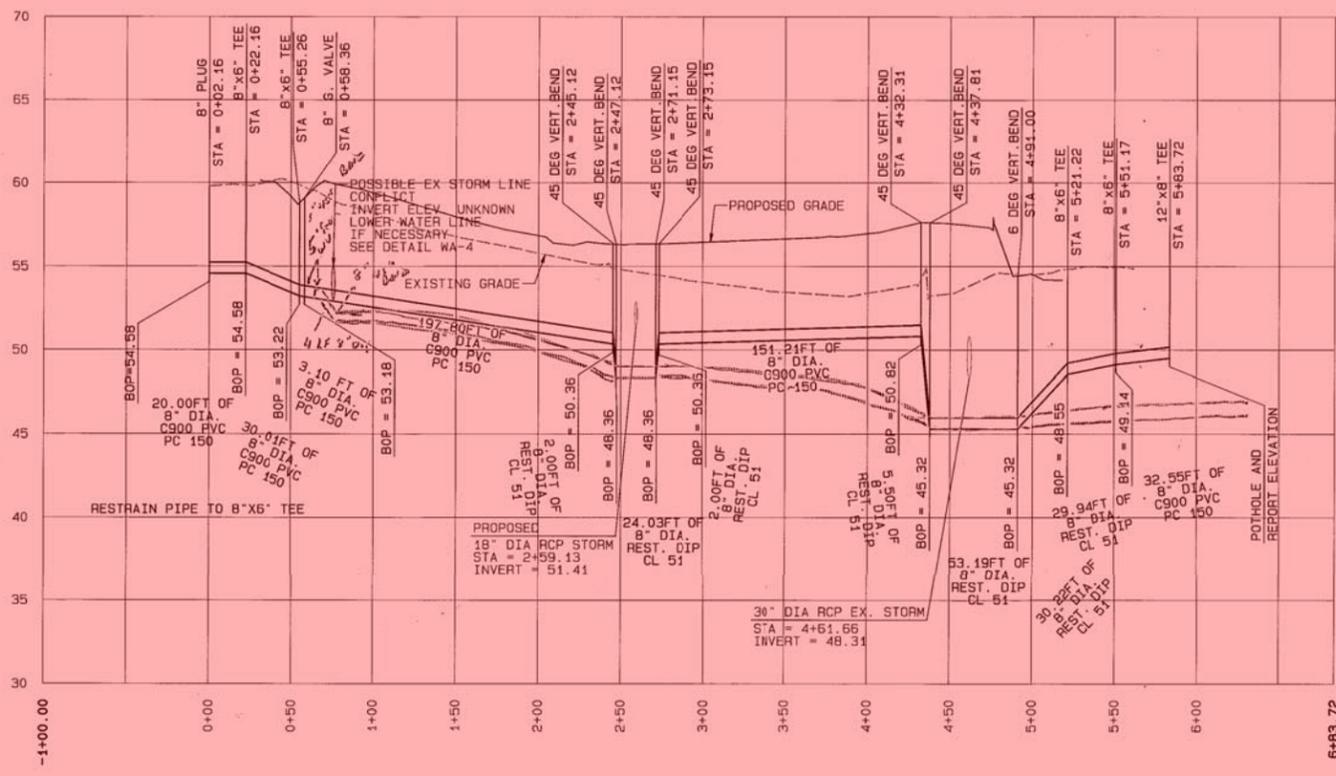


PLAN VIEW
Scale: 1" = 50'

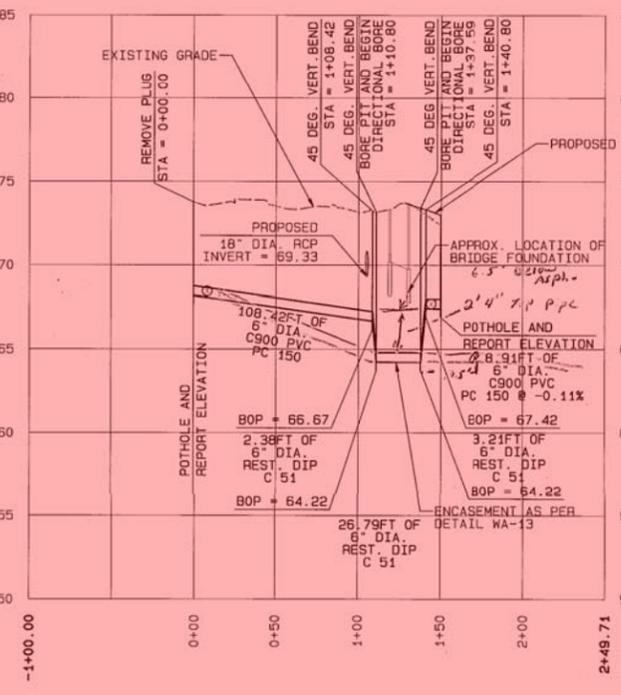


PLAN VIEW
Scale: 1" = 50'

Completed in a prior project



PROFILE VIEW
Vert. Scale: 1" = 5'
Horz Scale: 1" = 50'



PROFILE VIEW
Vert. Scale: 1" = 5'
Horz Scale: 1" = 50'

PROJECT CONTROL

HORIZONTAL DATUM:
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N = 1386102.20
E = 32222144.97

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N = 1381754.59
E = 3224982.61

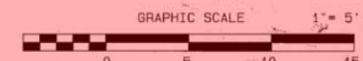
BACKSIGHT: CP 7-11 (#4 REBAR W/ 2" ALUM. CAP)
N = 1381672.74
E = 3225331.44

BEARING:
S76° 47' 27" E

BENCHMARK:
NAVD 1988 NGS D 314, BRASS DISC LOCATED NORTH
OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
AND 76.4 FEET WEST OF MP MARKER 49
ELEV. = 59.43

WATER NOTES

- ALL WATER MAINS SHALL COMPLY WITH SITE PLANS AND SPECIFICATIONS AND THE CITY OF EVANS SPECIFICATIONS.
- ALL WATER MAINS, FIRE HYDRANT LINES AND SERVICES SHALL HAVE A MINIMUM COVER OF 4.5 FEET.
- ALL GRADING IN RIGHT-OF-WAY OR EASEMENTS SHALL BE COMPLETED PRIOR TO INSTALLING WATER LINES.
- MAINTAIN A MINIMUM OF 10 FOOT HORIZONTAL AND 18 INCH VERTICAL CLEAR DISTANCE SEPARATION BETWEEN WATER AND SEWER MAINS. WATER MAIN TO BE LOCATED 18 INCHES MINIMUM ABOVE SEWER. CROSSINGS TO BE MADE AT RIGHT ANGLE. IF SEWER IS TO BE LOCATED ABOVE OR WITHIN 18 INCHES BELOW WATER MAIN, PROPER ENCASUREMENT TO BE PROVIDED AS SHOWN IN CROSSING DETAIL.
- FOR PUBLIC WATER LINES LOCATED IN PRIVATE ROADS OR EASEMENTS, FUTURE REPAIR OF PAVING OR OTHER IMPROVED SURFACES SUBSEQUENT TO THE REPAIR OF A WATER OR SEWER LINE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER/CONDOMINIUM ASSOCIATION. WATER AND SEWER WILL BACKFILL THE TRENCH TO THE SURFACE BUT NOT REBUILD ANY SURFACE IMPROVEMENTS.
- ALL WATER MAINS TO BE BULKHEADED AND TESTED AND APPROVED PRIOR TO CONNECTION TO EXISTING WATER SYSTEM. VALVES WHICH ARE TESTED FOR PRESSURE AND LEAKAGE AT THE TIME OF INSTALLATION MAY BE CONSIDERED AS A BULKHEAD.
- ALL VALVES AT DEAD ENDS SHALL BE RESTRAINED WITH THRUST BLOCK AND MEGA-LUGS A MINIMUM OF TWO PIPE LENGTHS UPSTREAM (UNLESS OTHERWISE SPECIFIED).
- DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
- THRUST BLOCKS SHALL BE PROVIDED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES AND FIRE HYDRANTS.
- THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987. CALL AT LEAST 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.
- SHOULD ANY VARIATIONS BEFORE OR DURING CONSTRUCTION TO THE WATER MAIN DESIGN BE CONSIDERED, NOTICE MUST FIRST BE GIVEN TO THE CITY ENGINEER TO DETERMINE IF IT NEEDS THE APPROVAL FROM THE CITY OF EVANS. IF SO, THE NEW PLAN MUST BE DRAWN AND SUBMITTED TO THE CITY OF EVANS BY THE DEVELOPER'S ENGINEER 72 HOURS PRIOR TO CONSTRUCTION FOR APPROVAL.
- TYPICAL WATER SERVICES SHALL BE TYPE "K" COPPER AND CENTERED ON THE LOT FRONTAGE UNLESS OTHERWISE SHOWN.
- THERE SHALL BE NO PERMANENT STRUCTURES, FENCES, OR LANDSCAPING (PLANTINGS OR BERMS) GREATER THAN 3-FOOT TALL MATURE GROWTH, LOCATED IN WATER LINE EASEMENTS.
- THE FOLLOWING SPECIFICATIONS ARE ACCEPTABLE:
 - AWWA STANDARD C900 POLYVINYL CHLORIDE WATER LINE PIPE WITH A PRESSURE CLASS OF 150 SHALL BE USED.
 - PIPE SIZES 3" AND SMALLER SHALL BE TYPE "K" COPPER. FITTINGS SHALL BE BRONZE.
 - ALL FIRE LINES SHALL BE RESTRAINED DUCTILE IRON PIPE CLASS 52 AWWA C151 WITH POLYWRAP IN ACCORDANCE WITH AWWA STANDARD C-105.
- ALL TAPS TO BE MADE AT LEAST 4 FEET FROM ANY FITTING.
- ALL BACKFLOW PROTECTION SHALL BE PROVIDED IN ACCORDANCE WITH THE COLORADO CROSS-CONNECTION CONTROL MANUAL LATEST EDITION. ALL BACKFLOW ASSEMBLIES MUST BE TREATED UPON INSTALLATION AND JUST PRIOR TO END OF WARRANTY PERIOD. OWNER SHALL BE RESPONSIBLE FOR TESTING EACH YEAR THEREAFTER.
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PICKETT ENGINEERING INCORPORATED
CONSULTING ENGINEERS
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1-800-922-1987
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF ALL UTILITIES

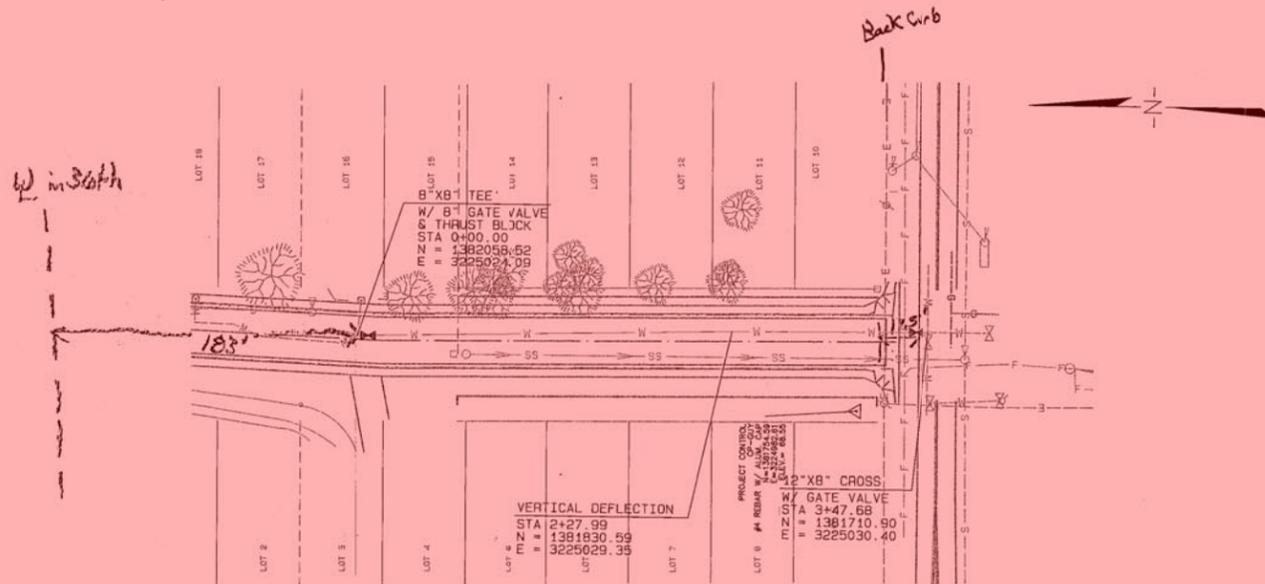
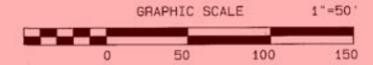
COLORADO REGISTERED PROFESSIONAL ENGINEER
SUGAN P. BHARGAVA
3/698
06/16/04
#21

NO.	REVISION	DATE	BY	DATE
1	RELEASED FOR CONSTRUCTION	06/16/04	RSP	

Idaho, 36th, & St. Vrain Street
WATERLINE PLAN AND PROFILE
CITY OF EVANS
1100 37TH STREET, EVANS, CO. 80620

C-6.1
DRAWING JOB NO: 02-065.5
REV.

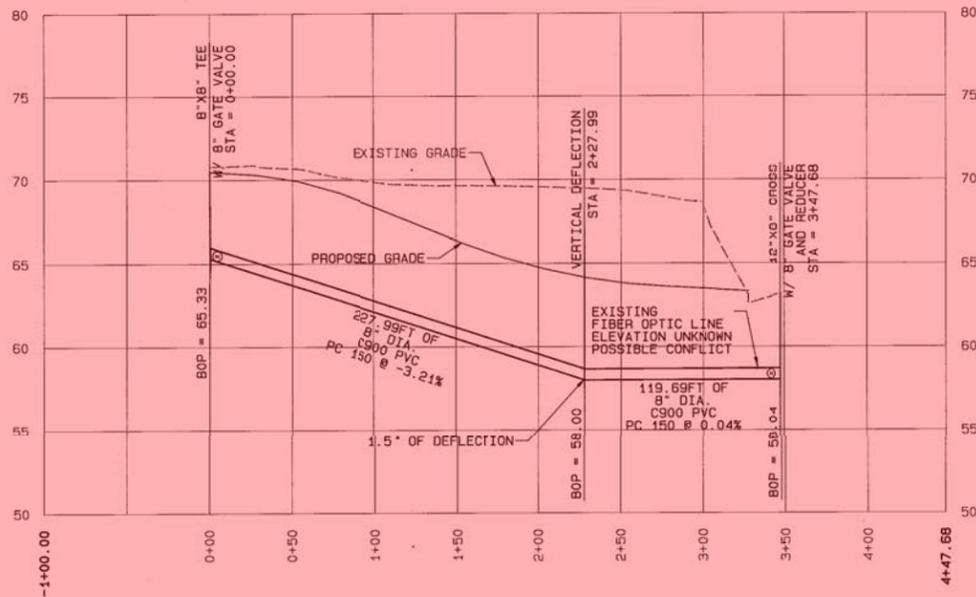
SAINT VRAIN ST. WATERLINE



PLAN VIEW

Scale: 1" = 50'

Completed in a prior project



PROFILE VIEW

Vert. Scale: 1" = 5'
Horz Scale: 1" = 50'

PROJECT CONTROL

HORIZONTAL DATUM:
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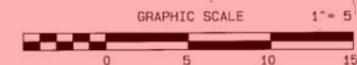
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N = 1381672.74
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BEARING:
S76° 47' 27" E

BENCHMARK:
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OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
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CORRECT ELEVATIONS

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PROFESSIONAL ENGINEER
08/16/04
37698

NO.	REVISION	DATE
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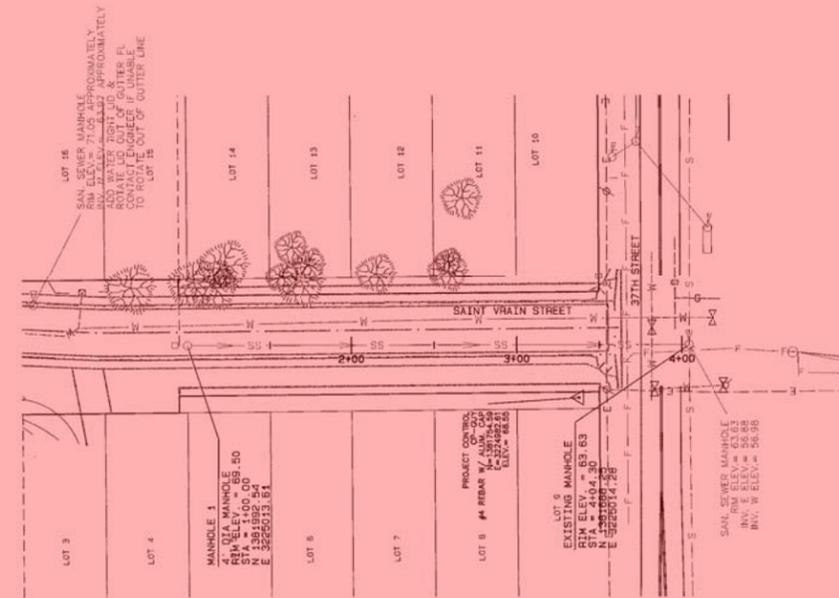
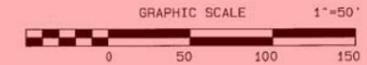
SCALE	DATE	DRAWN BY	DES. BY	CHK. BY
H: 1" = 50' V: 1" = 5'	Aug 17, 2004	JSW	JSW	RSP

Idaho, 36th, & St. Vrain Street
WATERLINE PLAN AND PROFILE
CITY OF EVANS
1100 37TH STREET, EVANS, CO 80520

DRAWING NO. 02-065.5
REV. 1

P:\02-065\CADD\02-065.5 Idaho & 36th\02-065.5 WATER submittal 2004-8-16.dwg PLOT TIME: Tue Aug 17 0:44:45 2004

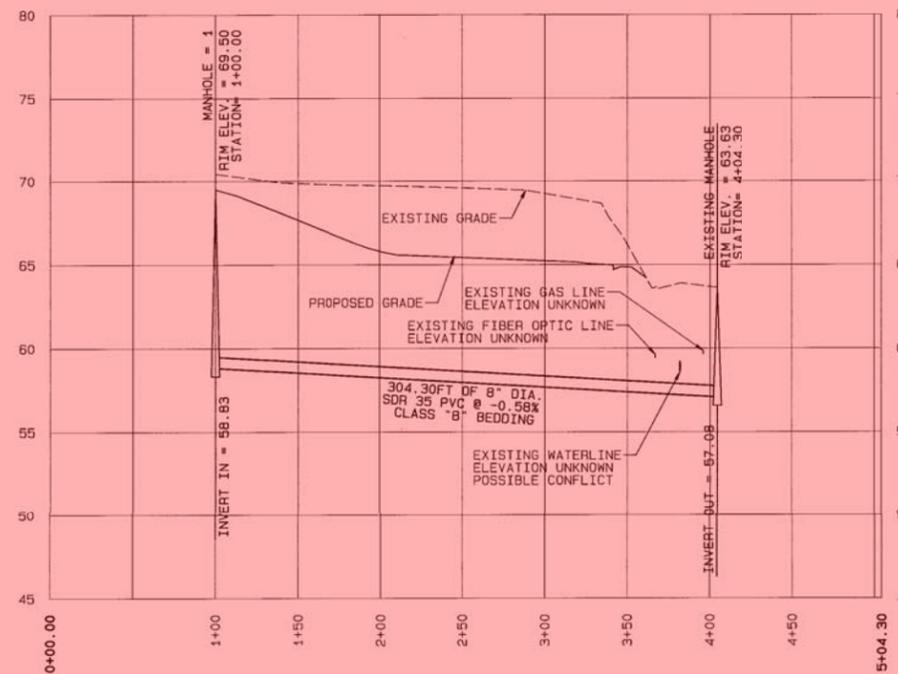
SAINT VRAIN ST. SANITARY SEWER



PLAN VIEW

Scale: 1" = 50'

Completed in a prior project



PROFILE VIEW

Vert. Scale: 1" = 5'
Horz. Scale: 1" = 50'

PROJECT CONTROL

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S76° 47' 27" E

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AND 76.4 FEET WEST OF MP MARKER 49
ELEV. = 59.43

**ADD 4600 FEET TO ALL ELEVATIONS IN THIS PLAN SET
PROJECT ELEVATIONS

SANITARY NOTES

- ALL STUB-OUTS AND WYE LATERALS SHALL BE PLUGGED WITH A STANDARD TYPE PLUG AND MARKED WITH ABOVE GROUND SIGN.
- DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING OR TO MANHOLE.
- THE TOP ELEVATION OF ALL MANHOLES IN PAVED AREAS SHALL BE 1/2" BELOW FINISH GRADE. THE ELEVATION OF ALL MANHOLES IN GRASSED AREAS SHALL BE 18" ABOVE FINISHED GRADE WITH GROUND MOUNDED TO TOP OF MANHOLE FOR MOWING.
- THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINE IS 10 FEET (10'). THE MINIMUM VERTICAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINE IS 18".
- SANITARY SEWER PIPE NOTED P.V.C. SHALL BE POLYVINYL CHLORIDE PIPE. PIPE AND FITTINGS SHALL COMPLY WITH ASTM D 3034, RATED SDR 35. PIPE SHALL BE CONTINUALLY MARKED WITH MANUFACTURERS NAME, PIPE SIZE, CELL CLASSIFICATION, SDR RATING AND ASTM D 3034 CLASSIFICATION. PIPE JOINTS SHALL BE INTEGRALLY MOLDED BELL ENDS IN ACCORDANCE WITH ASTM D 3034, TABLE 2, WITH FACTORY SUPPLIED ELASTOMERIC GASKETS AND LUBRICANTS.
- AREAS WHERE SEWER IS TO BE PLACED IN FILL SHALL BE COMPACTED PRIOR TO TRENCH EXCAVATION.
- CONTRACTOR SHALL MAINTAIN 10" HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION FROM OTHER UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR PERFORMING TESTING ON NEW AND RELOCATED SEWER SYSTEM PER SPECIFICATIONS.

PICKETT ENGINEERING INCORPORATED
CONSULTING ENGINEERS
808 8TH STREET, BREELEY, COLORADO 80603
PHONE: 970.356.6562 FAX: 970.356.6466

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
BEFORE YOU DIG, CALL OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES.
THIS DRAWING IS NOT TO BE USED FOR PROSPECTIVE OR OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF PICKETT ENGINEERING, INC.

COLORADO REGISTERED PROFESSIONAL ENGINEER
J. EVANS
37898
08/16/04
#21

NO.	REVISION	DATE
1	RELEASED FOR CONSTRUCTION	08/16/04

SCALE	DATE	CHK. BY	DES. BY
H: 1" = 50' V: 1" = 5'	Aug 17, 2004	JSN	JSN

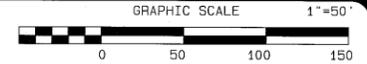
Idaho, 36th, & St. Vrain Street
SANITARY SEWER PLAN AND PROFILE
CITY OF EVANS
1:100 37TH STREET, EVANS, CO 80620

DRAWING NO. 02-065.5
REV. C-7.1

36TH ST STORM SEWER

IDAHO ST. STORM SEWER

36TH & ST. VRAIN STORM SEWER



PROJECT CONTROL

HORIZONTAL DATUM:
 COLORADO STATE PLANE COORDINATES NAD 83(1992) DATUM
 HORIZONTAL CONTROL BASED UPON NGS DESIGNATION JOHN EVANS
 N = 1386102.20
 E = 3222144.97

LOCAL COORDINATES REFERENCE & BASIS OF BEARING:
 PROJECT CONTROL: CP-GUY (#4 REBAR W/ ALUM. CAP)
 N = 1381754.59
 E = 3224982.61

BACKSITE: CP 7-11 (#4 REBAR W/ 2" ALUM. CAP)
 N = 1381672.74
 E = 3225331.44

BEARING:
 S76° 47' 27"E

BENCHMARK:
 NAVD 1988 NGS D 314, BRASS DISC LOCATED NORTH
 OF 31ST STREET, 40.4 FEET WEST OF THE WEST RAIL
 AND 76.4 FEET WEST OF MP MARKER 49
 ELEV. = 59.43

**ADD 4600 FEET TO ALL ELEVATIONS IN THIS PLAN SET
 TO ARRIVE AT THE CORRECT ELEVATIONS

PICKETT ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 808 8TH STREET, GREELEY, COLORADO 80631
 PHONE: 970.356.6362 FAX: 970.356.6486

CALL UTILITY NOTIFICATION CENTER
 OF COLORADO
1-800-922-1987
 CALL 3-BUSINESS DAYS IN ADVANCE
 BEFORE YOU DIG, ORLE OF EXCAVATE
 FOR THE PROTECTION OF
 MEMBER UTILITIES.

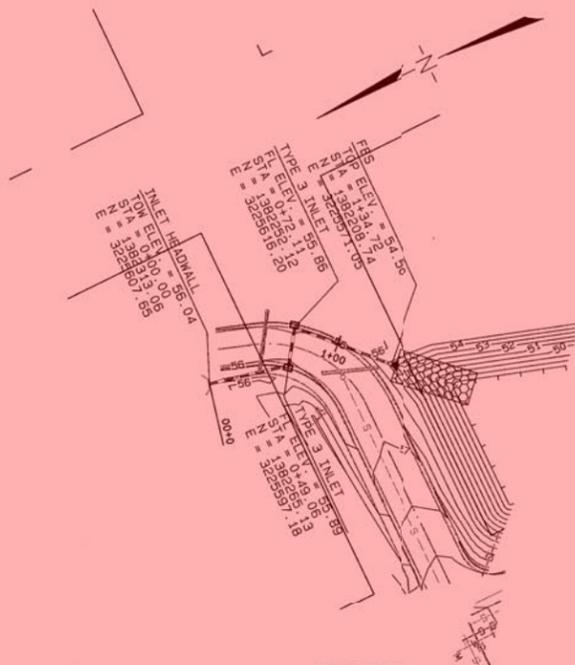
COLORADO REGISTERED
 PROFESSIONAL ENGINEER
 J. EVANS
 08/16/04

NO.	REVISION	BY	DATE
1	RELEASED FOR CONSTRUCTION	RSP	08/16/04

SCALE	DATE	DNW. BY	DES. BY	CHK. BY
H: 1" = 50' V: 1" = 5'	Aug 17, 2004	JSW	JSW	RSP

Idaho, 36th, & St. Vrain Street
**STORM SEWER
 PLAN AND PROFILE**
 CITY OF EVANS
 1100 37TH STREET, EVANS, CO 80620

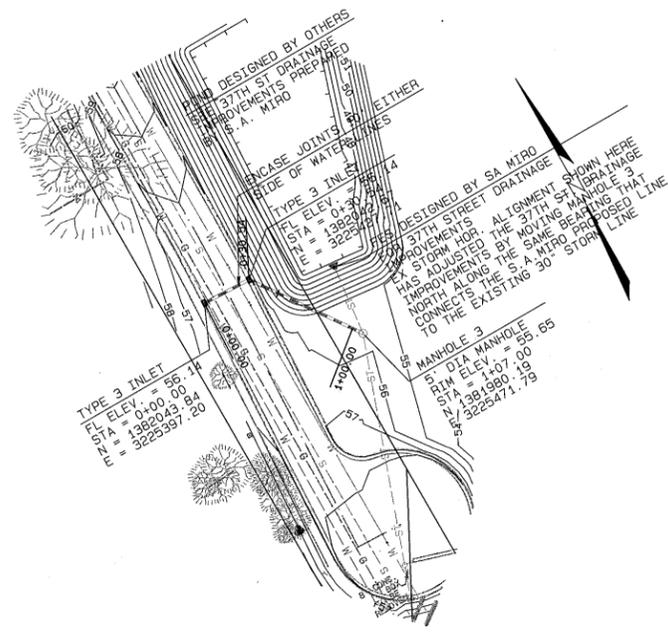
C-8.1
 DRAWING
 JOB NO. REV.
 02-065.5



PLAN VIEW

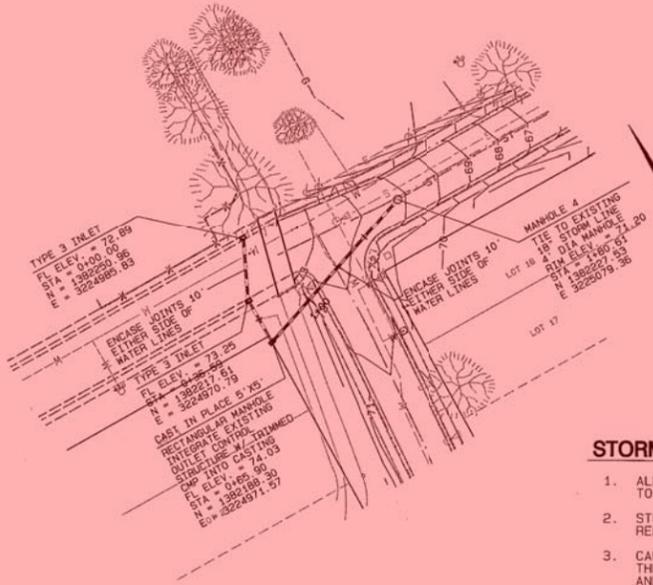
Scale: 1" = 50'

Completed in a prior project



PLAN VIEW

Scale: 1" = 50'



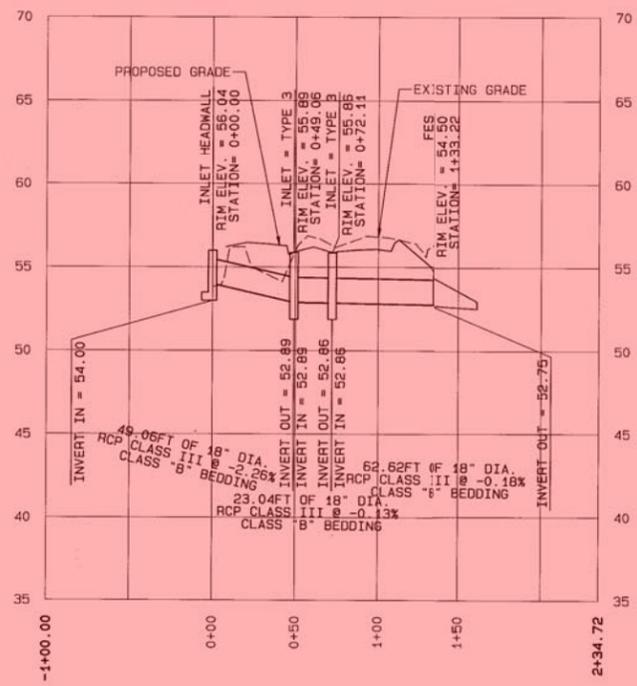
PLAN VIEW

Scale: 1" = 50'

Completed in a prior project

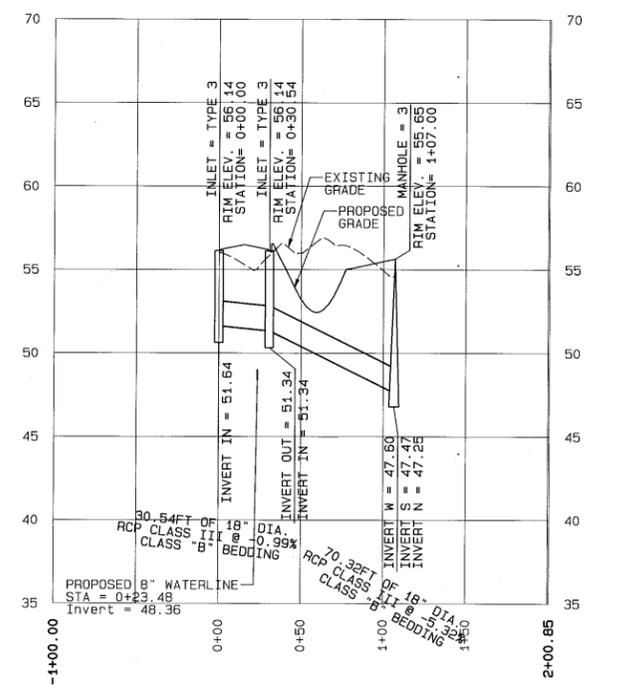
STORM NOTES

- ALL PIPES ENTERING STORM SEWER STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION IS WATER TIGHT.
- STORM PIPE DEFLECTED MORE THAN 5 (%) PERCENT SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.
- CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND /OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
 THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- COORDINATES OF THE STORM INLETS AND MANHOLES DOES NOT INDICATE THE FLOWLINE OF THE STORM PIPE. SEE DETAILS TO DETERMINE PIPE ALIGNMENT AND INLET PLACEMENT RELATIVE TO COORDINATE REFERENCE. FLOWLINE ELEVATION ON INLETS IS THE FLOWLINE OF THE GUTTER. SEE DETAILS TO DETERMINE INLET FLOWLINE ELEVATION.



PROFILE VIEW

Vert. Scale: 1" = 5'
 Horz Scale: 1" = 50'



PROFILE VIEW

Vert. Scale: 1" = 5'
 Horz Scale: 1" = 50'

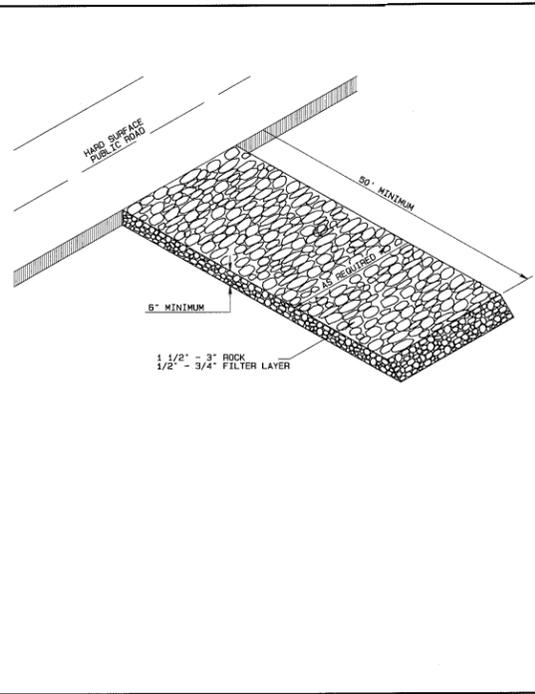


PROFILE VIEW

Vert. Scale: 1" = 5'
 Horz Scale: 1" = 50'



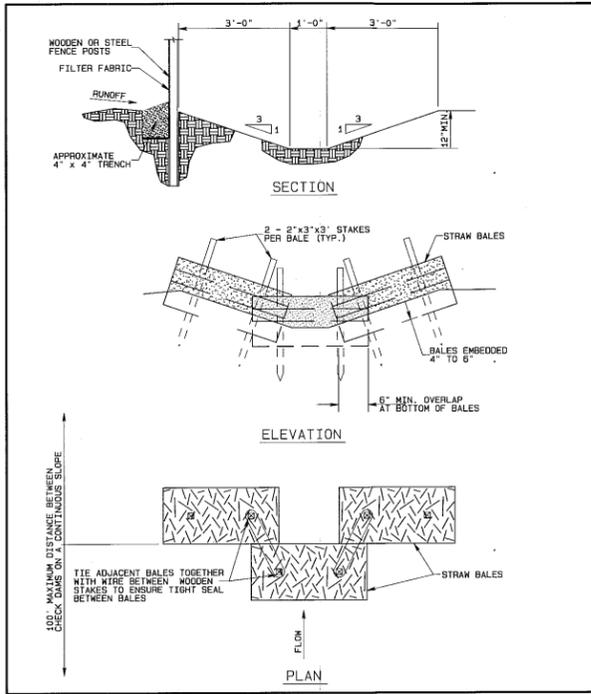
P:\02-065\CADD\02-065.5\11448\submit\1_2004-8-16.dwg PLOT TIME: Tue Aug 17 08:43:55 2004



VEHICLE TRACKING CONTROL

DETAIL NO. Z-41

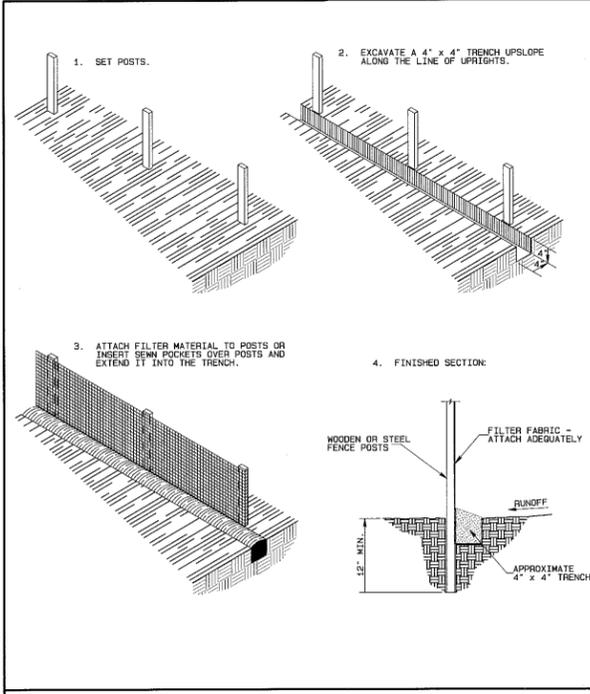
DATE: FEB. 14, 1996 NOT TO SCALE



SILT FENCE & DIVERSION DITCH

DETAIL NO. Z-39A

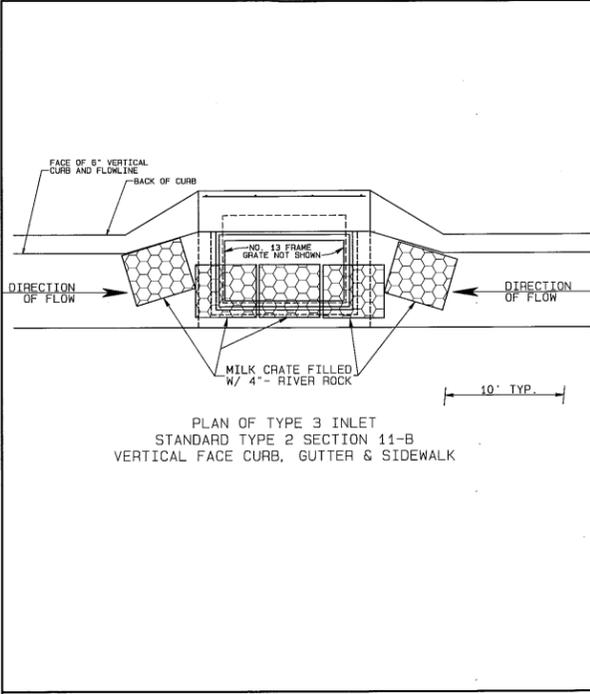
DATE: JUNE 14, 1996 NOT TO SCALE



TYPE I SILT FENCE

DETAIL NO. Z-37

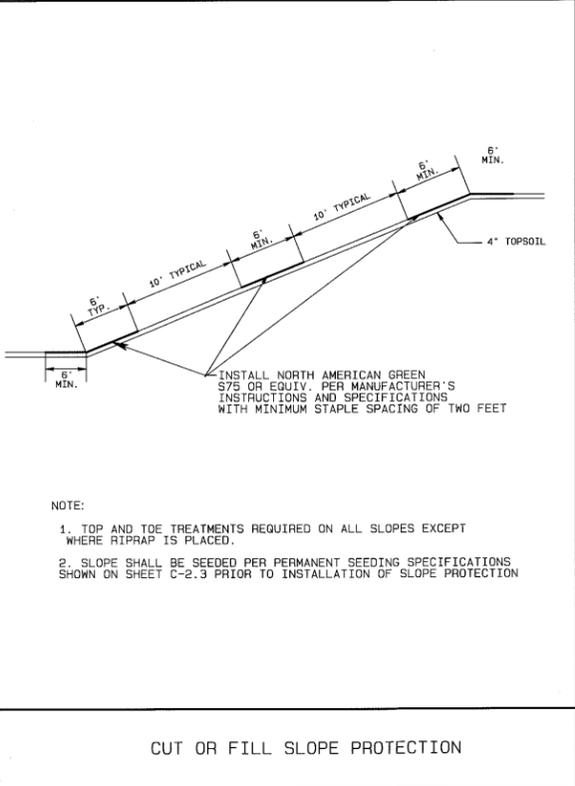
DATE: FEB. 14, 1996 NOT TO SCALE



INLET PROTECTION

DETAIL NO. Z-38

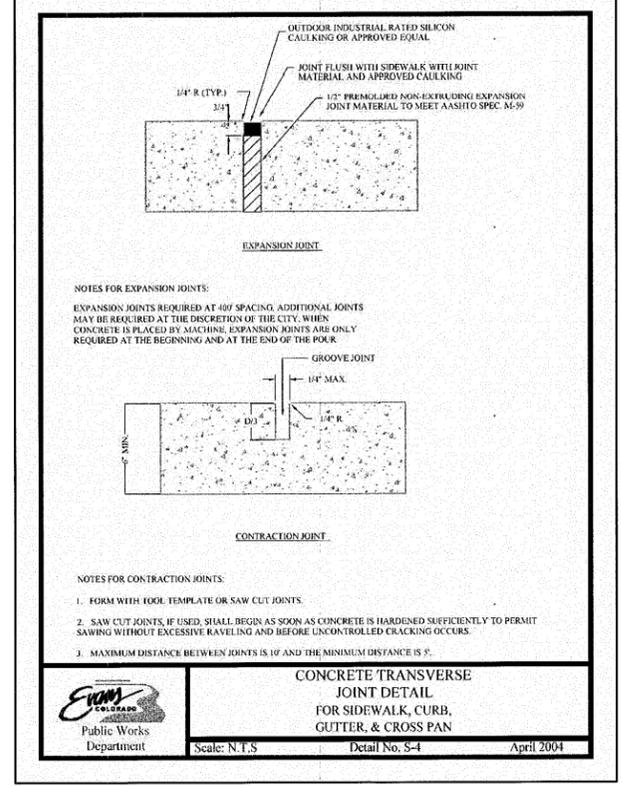
DATE: FEB. 14, 1996 NOT TO SCALE



CUT OR FILL SLOPE PROTECTION

- NOTE:
1. TOP AND TOE TREATMENTS REQUIRED ON ALL SLOPES EXCEPT WHERE RIPRAP IS PLACED.
 2. SLOPE SHALL BE SEEDED PER PERMANENT SEEDING SPECIFICATIONS SHOWN ON SHEET C-2.3 PRIOR TO INSTALLATION OF SLOPE PROTECTION

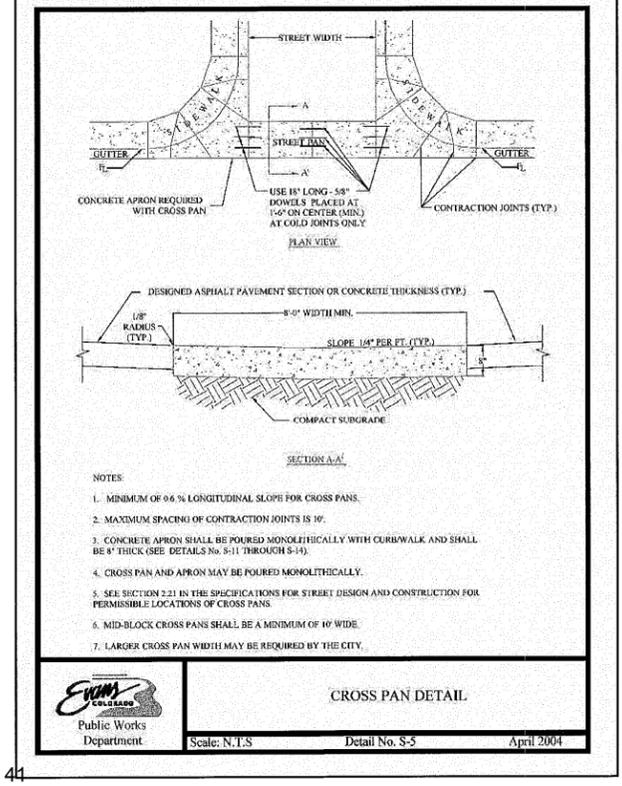
P:\02-065\CADD\02-065.3 Saint Vrain St\CADD\02-065 DETAILS.pro PLOT TIME: Tue Aug 17 0:54:54 2004



CONCRETE TRANSVERSE JOINT DETAIL FOR SIDEWALK, CURB, GUTTER, & CROSS PAN



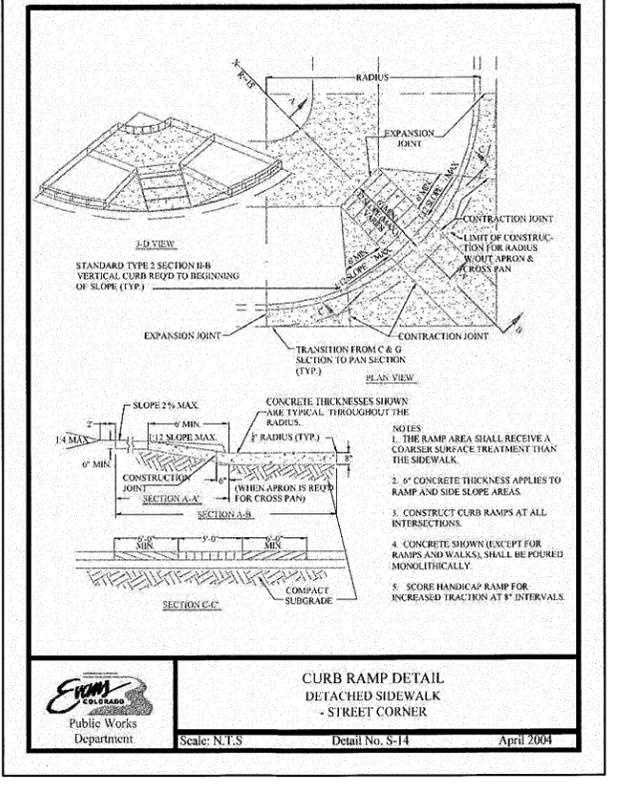
Scale: N.T.S. Detail No. S-4 April 2004



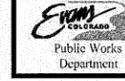
CROSS PAN DETAIL



Scale: N.T.S. Detail No. S-5 April 2004



CURB RAMP DETAIL DETACHED SIDEWALK - STREET CORNER



Scale: N.T.S. Detail No. S-14 April 2004

PE
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CALL UTILITY NOTIFICATION CENTER OF COLORADO
 1-800-922-1987
 CALL 3-5 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG. GRADE OR EXCAVATE FOR THE NEAREST UTILITIES.
 THIS AND ALL OTHERS TO BE APPROVED BY THE PROJECT ENGINEER. PROJECT ENGINEER: P. W. WATSON, INC. PROJECT ENGINEER, INC.

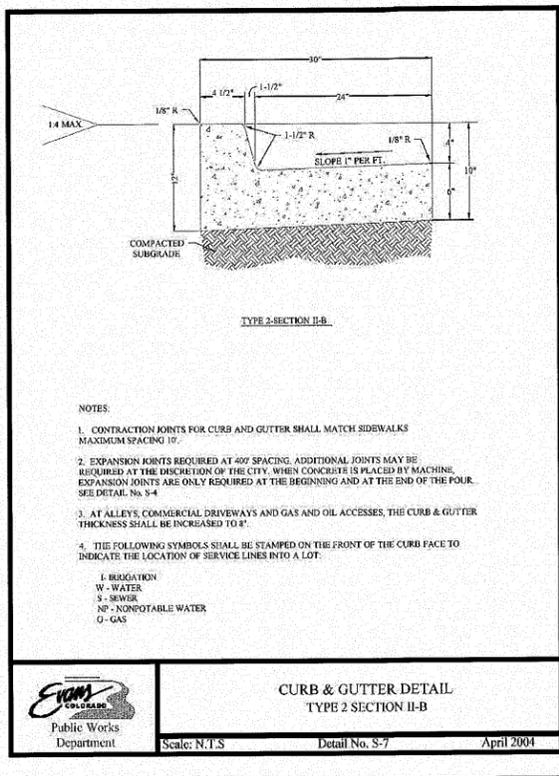


NO.	DATE	BY	REVISION
1	08/16/04	RSP	RELEASED FOR CONSTRUCTION

H.	NONE	DATE	DES. BY	CHK. BY	INL. BY
1	NONE	Aug 17, 2004	JSK	RSP	JSK

Idaho, 36th, & SAINT VRAIN ST.
DETAILS
 City of Evans
 1100 37th St., Evans, CO 80620-2036

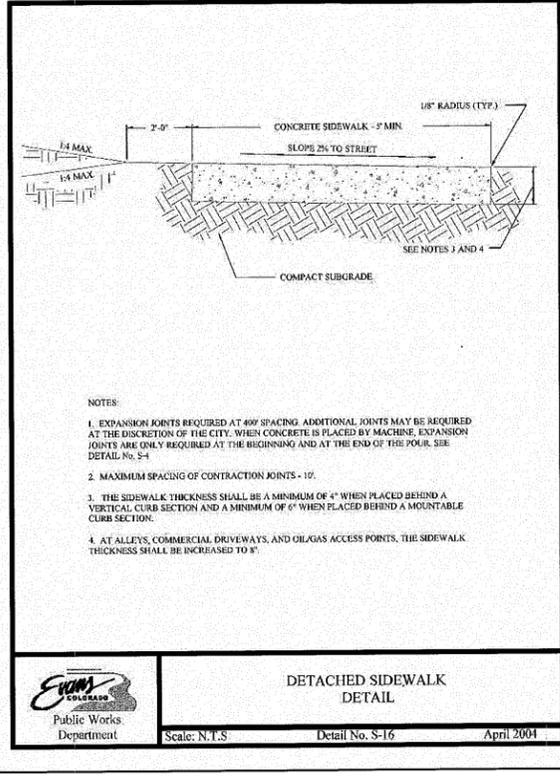
C-9.1
 DRAWING JOB NO: 02-065.5
 REV.



- NOTES:
- CONTRACTION JOINTS FOR CURB AND GUTTER SHALL MATCH SIDEWALKS. MAXIMUM SPACING 10'.
 - EXPANSION JOINTS REQUIRED AT 40' SPACING. ADDITIONAL JOINTS MAY BE REQUIRED AT THE DISCRETION OF THE CITY. WHEN CONCRETE IS PLACED BY MACHINE, EXPANSION JOINTS ARE ONLY REQUIRED AT THE BEGINNING AND AT THE END OF THE POUR. SEE DETAIL No. S-4.
 - AT ALLEYS, COMMERCIAL DRIVEWAYS AND GAS AND OIL ACCESSES, THE CURB & GUTTER THICKNESS SHALL BE INCREASED TO 4\".
 - THE FOLLOWING SYMBOLS SHALL BE STAMPED ON THE FRONT OF THE CURB FACE TO INDICATE THE LOCATION OF SERVICE LINES INTO A LOT.
 - I - BRACKISH
 - W - WATER
 - S - SEWER
 - NP - NONPOTABLE WATER
 - G - GAS

CURB & GUTTER DETAIL
TYPE 2 SECTION II-B

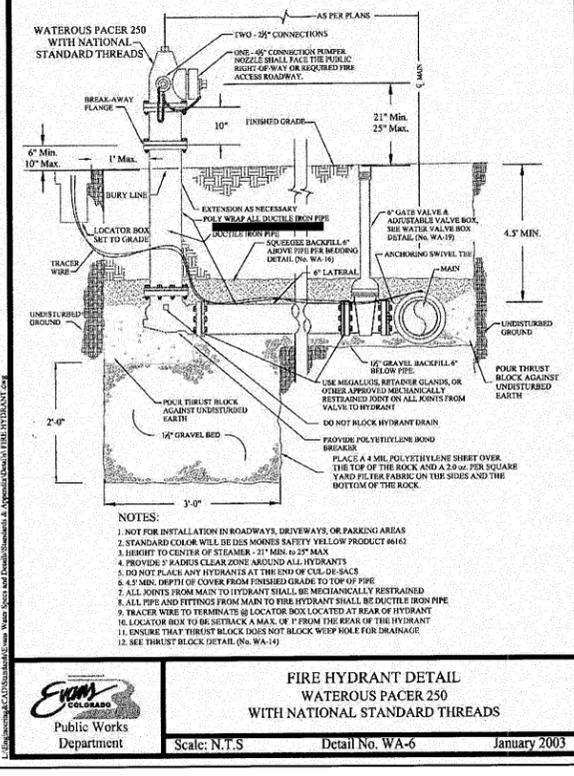
Scale: N.T.S. Detail No. S-7 April 2004



- NOTES:
- EXPANSION JOINTS REQUIRED AT 40' SPACING. ADDITIONAL JOINTS MAY BE REQUIRED AT THE DISCRETION OF THE CITY. WHEN CONCRETE IS PLACED BY MACHINE, EXPANSION JOINTS ARE ONLY REQUIRED AT THE BEGINNING AND AT THE END OF THE POUR. SEE DETAIL No. S-4.
 - MAXIMUM SPACING OF CONTRACTION JOINTS - 10'.
 - THE SIDEWALK THICKNESS SHALL BE A MINIMUM OF 4\" WHEN PLACED BEHIND A VERTICAL CURB SECTION AND A MINIMUM OF 6\" WHEN PLACED BEHIND A MOUNTABLE CURB SECTION.
 - AT ALLEYS, COMMERCIAL DRIVEWAYS, AND OIL/GAS ACCESS POINTS, THE SIDEWALK THICKNESS SHALL BE INCREASED TO 6\".

DETACHED SIDEWALK DETAIL

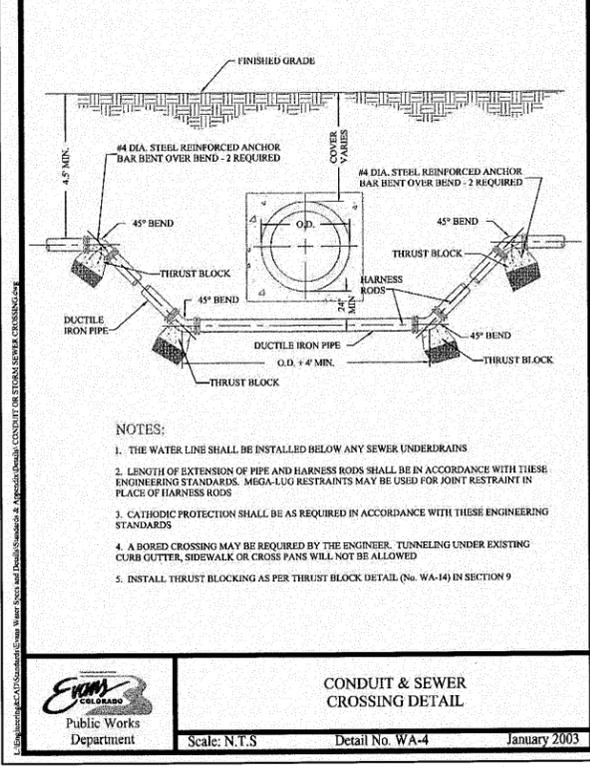
Scale: N.T.S. Detail No. S-16 April 2004



- NOTES:
- NOT FOR INSTALLATION IN ROADWAYS, DRIVEWAYS, OR PARKING AREAS.
 - STANDARD COLOR WILL BE DES MOINES SAFETY YELLOW PRODUCT #642.
 - HEIGHT TO CENTER OF STEAMER - 27\" MIN. TO 29\" MAX.
 - PROVIDE 3\" RADIUS CLEAR ZONE AROUND ALL HYDRANTS.
 - DO NOT PLACE ANY HYDRANTS AT THE END OF CURB OR SACS.
 - 4.5\" MIN. DEPTH OF COVER FROM FINISHED GRADE TO TOP OF PIPE.
 - ALL JOINTS FROM MAIN TO HYDRANT SHALL BE MECHANICALLY RESTRAINED.
 - ALL PIPE AND FITTINGS FROM MAIN TO FIRE HYDRANT SHALL BE DUCTILE IRON PIPE.
 - TRACER WIRE TO TERMINATE @ LOCATOR BOX LOCATED AT REAR OF HYDRANT.
 - LOCATOR BOX TO BE SETBACK A MAX. OF 1' FROM THE REAR OF THE HYDRANT.
 - ENSURE THAT THRUST BLOCK DOES NOT BLOCK WIRE ROLE FOR DRAINAGE.
 - SEE THRUST BLOCK DETAIL (No. WA-14).

FIRE HYDRANT DETAIL
WATEROUS PACER 250 WITH NATIONAL STANDARD THREADS

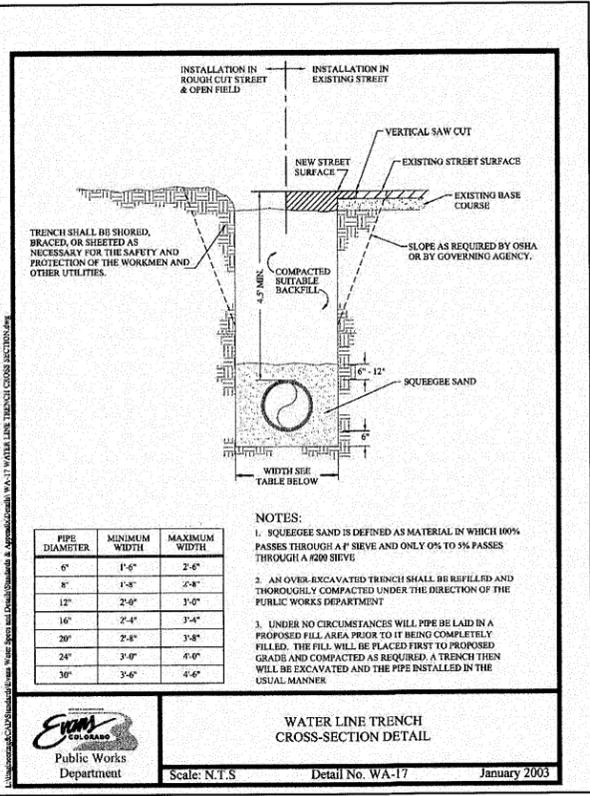
Scale: N.T.S. Detail No. WA-6 January 2003



- NOTES:
- THE WATER LINE SHALL BE INSTALLED BELOW ANY SEWER UNDERDRAINS.
 - LENGTH OF EXTENSION OF PIPE AND HARNESS RODS SHALL BE IN ACCORDANCE WITH THESE ENGINEERING STANDARDS. MEGA-LUG RESTRAINTS MAY BE USED FOR JOINT RESTRAINT IN PLACE OF HARNESS RODS.
 - CATHODIC PROTECTION SHALL BE AS REQUIRED IN ACCORDANCE WITH THESE ENGINEERING STANDARDS.
 - A BORED CROSSING MAY BE REQUIRED BY THE ENGINEER. TUNNELING UNDER EXISTING CURB, GUTTER, SIDEWALK OR CROSS PANS WILL NOT BE ALLOWED.
 - INSTALL THRUST BLOCKING AS PER THRUST BLOCK DETAIL (No. WA-14) IN SECTION 9.

CONDUIT & SEWER CROSSING DETAIL

Scale: N.T.S. Detail No. WA-4 January 2003



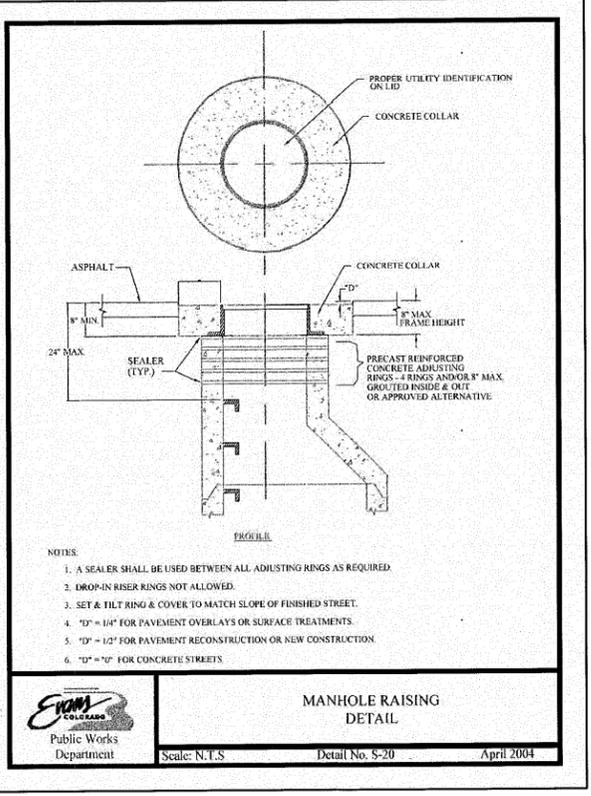
NOTES:

- SQUEEGEE SAND IS DEFINED AS MATERIAL IN WHICH 100% PASSES THROUGH A #10 SIEVE AND ONLY 0% TO 5% PASSES THROUGH A #20 SIEVE.
- AN OVER-EXCAVATED TRENCH SHALL BE REFILLED AND THOROUGHLY COMPACTED UNDER THE DIRECTION OF THE PUBLIC WORKS DEPARTMENT.
- UNDER NO CIRCUMSTANCES WILL PIPE BE LAID IN A PROPOSED FILL AREA PRIOR TO IT BEING COMPLETELY FILLED. THE FILL WILL BE PLACED FIRST TO PROPOSED GRADE AND COMPACTED AS REQUIRED. A TRENCH THEN WILL BE EXCAVATED AND THE PIPE INSTALLED IN THE USUAL MANNER.

PIPE DIAMETER	MINIMUM WIDTH	MAXIMUM WIDTH
6"	1'-6"	2'-6"
8"	1'-8"	2'-8"
12"	2'-6"	3'-0"
16"	2'-4"	3'-4"
20"	2'-8"	3'-8"
24"	3'-0"	4'-0"
30"	3'-6"	4'-6"

WATER LINE TRENCH CROSS-SECTION DETAIL

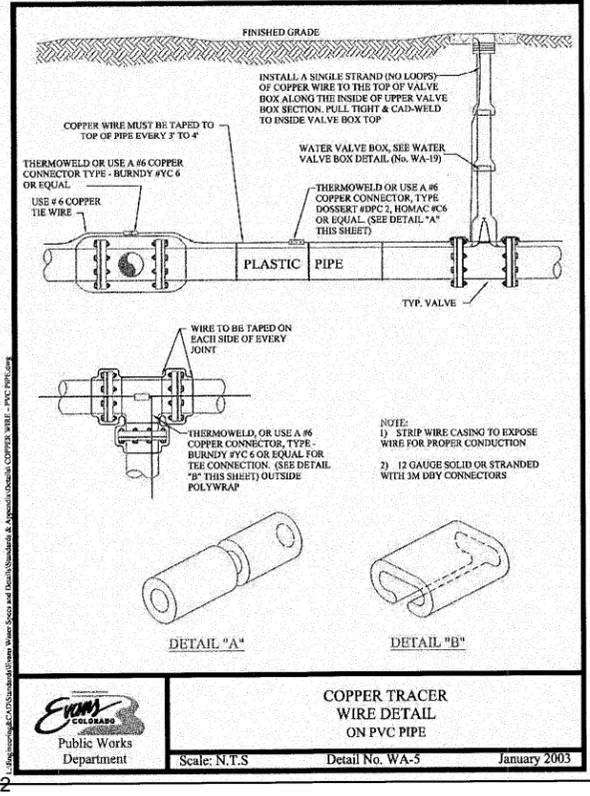
Scale: N.T.S. Detail No. WA-17 January 2003



- NOTES:
- A SEALER SHALL BE USED BETWEEN ALL ADJUSTING RINGS AS REQUIRED.
 - DROP-IN RISER RINGS NOT ALLOWED.
 - SET & TILT RING & COVER TO MATCH SLOPE OF FINISHED STREET.
 - 10" - 14" FOR PAVEMENT OVERLAYS OR SURFACE TREATMENTS.
 - 10" - 12" FOR PAVEMENT RECONSTRUCTION OR NEW CONSTRUCTION.
 - 10" - 10" FOR CONCRETE STREETS.

MANHOLE RAISING DETAIL

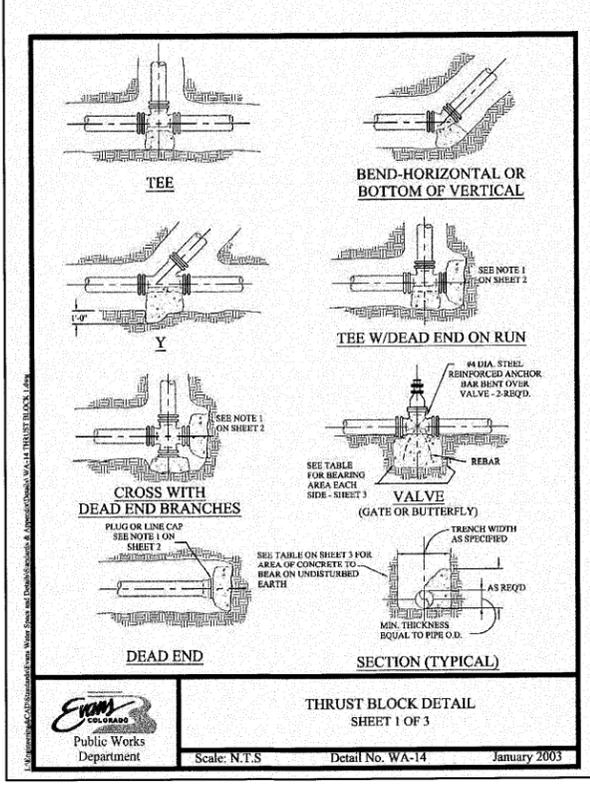
Scale: N.T.S. Detail No. S-20 April 2004



- NOTE:
- STRIP WIRE CASING TO EXPOSE WIRE FOR PROPER CONDUCTION.
 - 12 GAUGE SOLID OR STRANDED WITH 3M DBY CONNECTORS.

COPPER TRACER WIRE DETAIL ON PVC PIPE

Scale: N.T.S. Detail No. WA-5 January 2003



THRUST BLOCK DETAIL SHEET 1 OF 3

Scale: N.T.S. Detail No. WA-14 January 2003

PICKETT ENGINEERING INCORPORATED
CONSULTING ENGINEERS
808 8TH STREET, GREELEY, COLORADO 80631
PHONE: 970-356-6362 FAX: 970-356-6486

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1-800-922-1987
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PROFESSIONAL ENGINEER
No. 1081604
08/16/04

NO.	REVISION	DATE
1	RELEASED FOR CONSTRUCTION	08/16/04

BY: NONE
DATE: NONE
SCALE: NONE
DATE: Aug 17, 2004
DES. BY: JSM
CHK. BY: RSP
DWN. BY: JSM

DETAILS
Idaho, 36th, & SAINT VRAIN ST.
City of Evans
1100 37th St. Evans, CO CO 80620-2036

C-92
DRAWING JOB NO: 02-005.5 REV.

NO.	DATE	REVISION
1	08/16/04	RELEASED FOR CONSTRUCTION

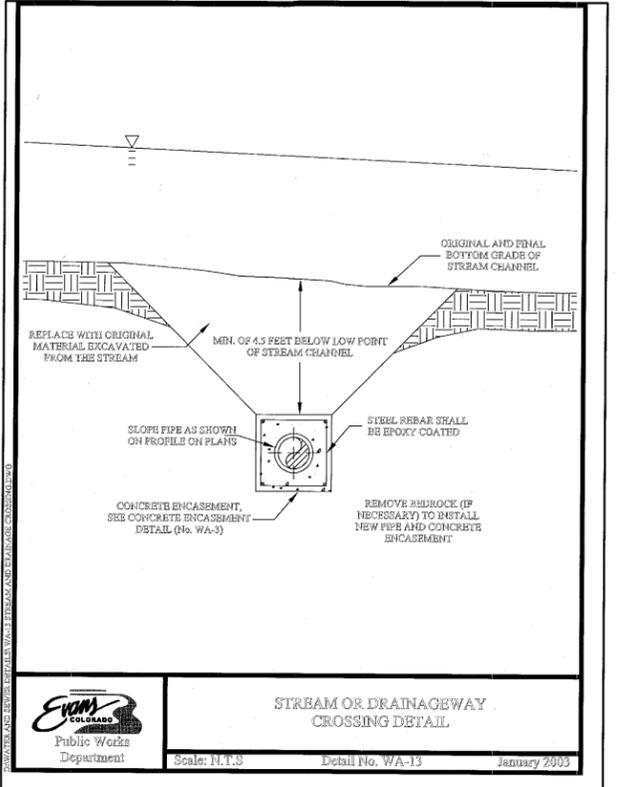
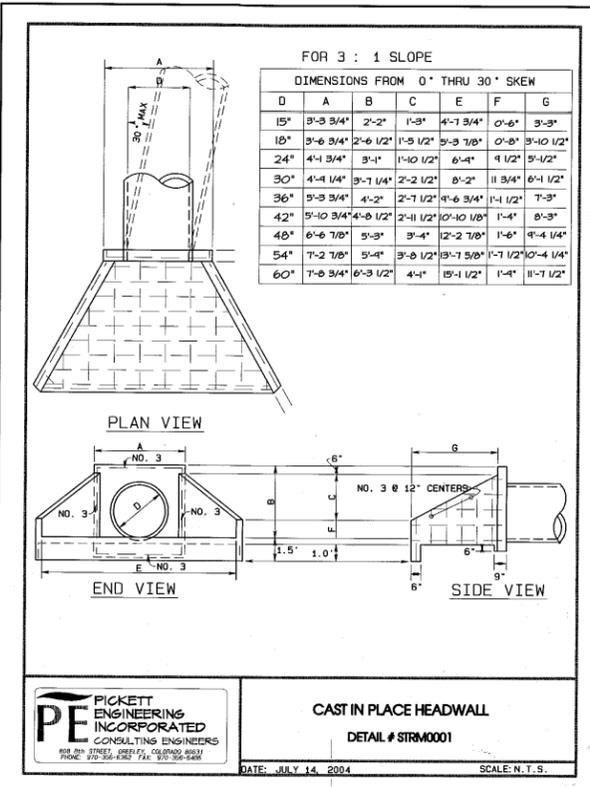


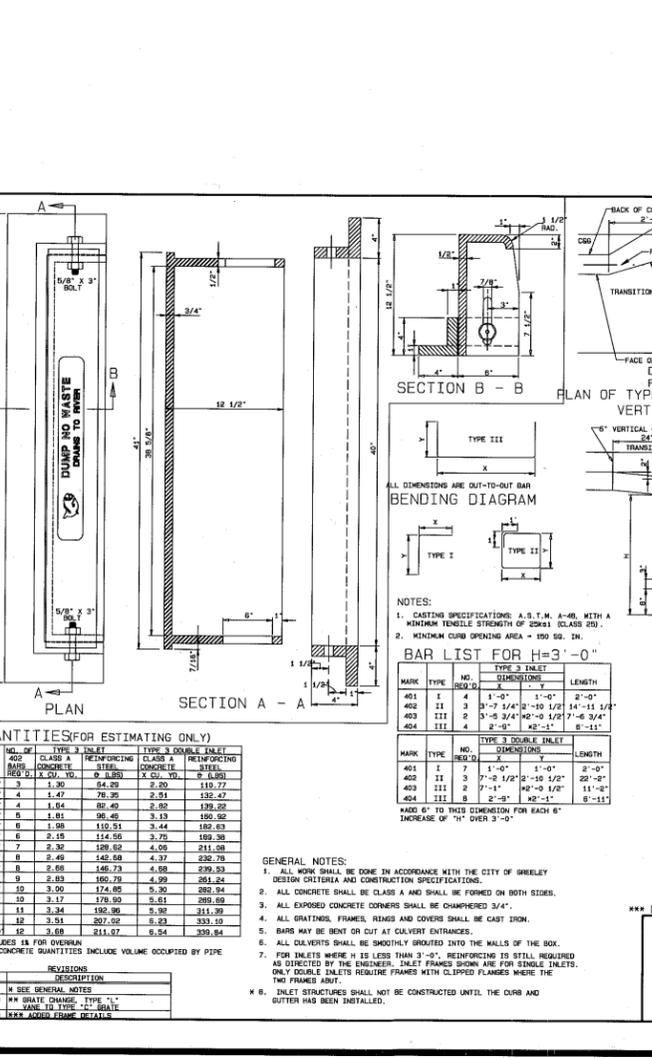
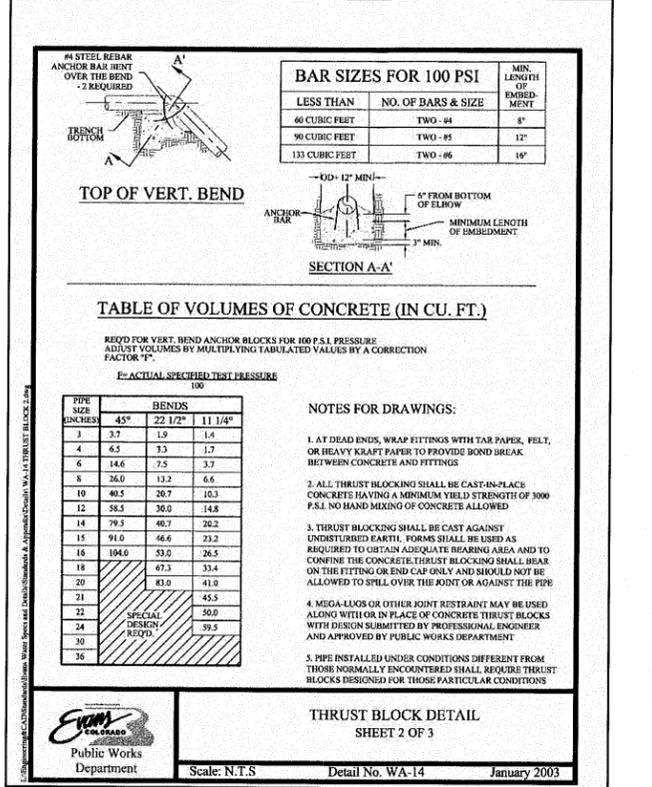
TABLE OF BEARING AREAS IN SQ. FT. FOR CONCRETE THRUST BLOCKING
 FOR 100 P.S.I. INTERNAL STATIC PRESSURE AND 1000 LBS. PER SQ. FT. SOIL BEARING CAPACITY

PIPE SIZE (INCHES)	BENDS			TEES	GATE VALVES	DEADENDS AND CROSSES WITH ONE OR TWO BRANCHES PLUGGED
	90°	45°	22 1/2°			
3	1.0	0.6	0.3	0	0.7	0.5
4	1.8	1.0	0.5	0	1.3	0.5
6	4.0	2.2	1.1	0	2.8	0.7
8	7.1	3.8	2.0	1.0	5.0	2.4
10	11.1	6.0	3.0	1.5	7.8	4.5
12	16.0	8.6	4.4	2.2	11.3	7.3
14	21.7	11.8	6.0	3.0	15.4	11.0
15	25.0	13.5	7.0	3.5	17.6	12.6
16	28.4	15.3	8.0	4.0	20.0	14.4
18						
20			10.0	5.0	25.4	18.0
21			12.2	6.1	31.4	22.0
22				6.8	34.6	24.6
24				7.4	38.0	27.0
30				8.8	45.0	31.0
36						102.0

* PIPE SIZES ARE THE SIZE OF THE BRANCH SIZE
 BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F"
 F = ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS. SQ. IN.
 ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS.

EXAMPLE:
 TO FIND BEARING AREA FOR 8" 90° BEND WITH A STATIC INTERNAL PRESSURE OF 150 P.S.I. AND WITH A SOIL BEARING CAPACITY OF 3000 LBS. PER SQ. FT.
 F = 1.5
 TABULATED VALUE = 7.1 SQ. FT.
 .05 * 7.1 = 3.56 OR - 4 SQ. FT. OR 2 FT. LONG BY 2 FT. HIGH

IN THE ABSENCE OF SOIL BEARING CAPACITY INFORMATION, USE ABOVE TABLE

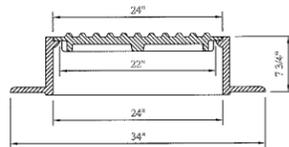
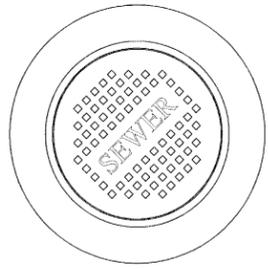


QUANTITIES (FOR ESTIMATING ONLY)

H	NO. OF BARS	TYPE 3 INLET		TYPE 3 DOUBLE INLET	
		CLASS A REINFORCING CONCRETE	CLASS B REINFORCING CONCRETE	CLASS A REINFORCING CONCRETE	CLASS B REINFORCING CONCRETE
3'-0"	3	1.30	64.29	2.20	110.77
3'-6"	4	1.47	78.26	2.51	132.47
4'-0"	4	1.64	82.45	2.82	139.22
4'-6"	5	1.81	96.45	3.13	150.92
5'-0"	6	1.98	110.53	3.44	162.63
5'-6"	6	2.15	124.60	3.75	169.39
6'-0"	7	2.32	138.68	4.05	211.08
6'-6"	8	2.49	152.68	4.37	232.78
7'-0"	8	2.66	166.73	4.68	239.53
7'-6"	9	2.83	180.79	4.99	261.24
8'-0"	10	3.00	194.85	5.30	282.94
8'-6"	10	3.17	208.90	5.61	289.69
9'-0"	11	3.34	222.96	5.92	311.39
9'-6"	12	3.51	237.02	6.23	333.09
10'-0"	12	3.68	251.07	6.54	339.84

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF GREELEY DESIGN CRITERIA AND CONSTRUCTION SPECIFICATIONS.
- ALL CONCRETE SHALL BE CLASS A AND SHALL BE FORMED ON BOTH SIDES.
- ALL EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED 3/4".
- ALL GRADINGS, FRAMES, RINGS AND COVERS SHALL BE CAST IRON.
- BARS MAY BE BENT OR CUT AT CURVE ENTRANCES.
- ALL CURBS SHALL BE SMOOTHLY GRADED INTO THE WALLS OF THE BOX.
- FOR INLETS WHERE H IS LESS THAN 3'-4", REINFORCING TO STILL REQUIRED AS DIRECTED BY THE ENGINEER. INLET FRAMES SHOWN ARE FOR SINGLE INLETS. ONLY DOUBLE INLETS REQUIRE FRAMES WITH CLIPPED FLANGES WHERE THE TWO FRAMES ADJ.
- INLET STRUCTURES SHALL NOT BE CONSTRUCTED UNTIL THE CURB AND GUTTER HAS BEEN INSTALLED.

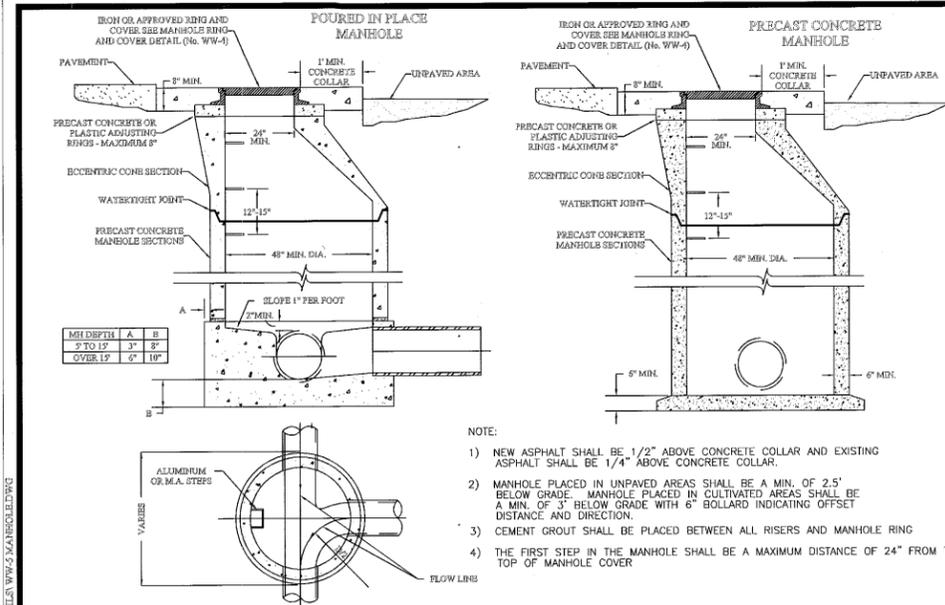


- NOTES:
1. RING AND COVER SHALL BE IRON (AS MANUFACTURED FOR CURRENT AWWA STANDARD) AND AS APPROVED BY THE PUBLIC WORKS DEPARTMENT
 2. COVER SHALL BE NONPERFORATED WITH "SEWER" CAST ON THE TOP OF THE LID FOR SANITARY SEWER MANHOLES
 3. COVER SHALL BE BOLTED, WATER RESISTANT IF LOCATED IN 100 YEAR FLOOD PLAIN



MANHOLE RING AND COVER DETAIL
SANITARY SEWER

Scale: N.T.S. Detail No. WW-4 January 2003

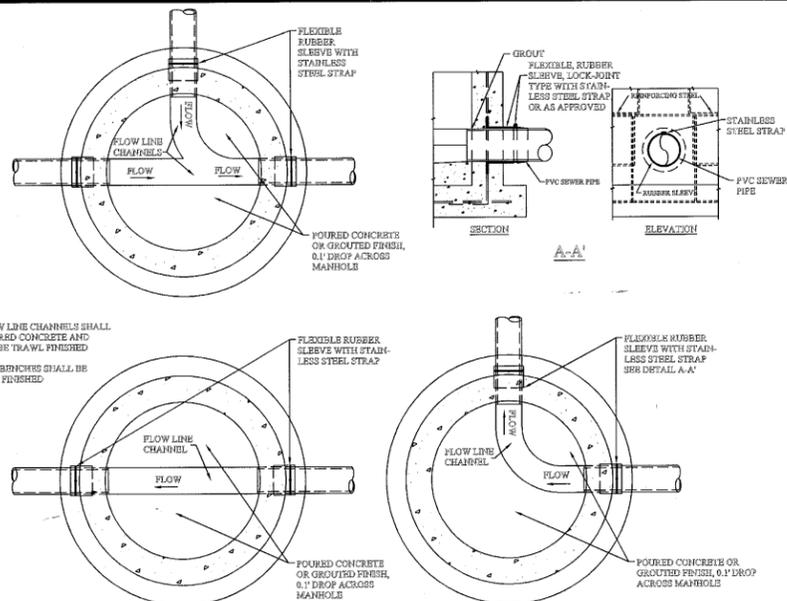


- NOTE:
- 1) NEW ASPHALT SHALL BE 1/2" ABOVE CONCRETE COLLAR AND EXISTING ASPHALT SHALL BE 1/4" ABOVE CONCRETE COLLAR.
 - 2) MANHOLE PLACED IN UNPAVED AREAS SHALL BE A MIN. OF 2.5' BELOW GRADE. MANHOLE PLACED IN CULTIVATED AREAS SHALL BE A MIN. OF 3' BELOW GRADE WITH 6" BOLLARD INDICATING OFFSET DISTANCE AND DIRECTION.
 - 3) CEMENT GROUT SHALL BE PLACED BETWEEN ALL RISERS AND MANHOLE RING
 - 4) THE FIRST STEP IN THE MANHOLE SHALL BE A MAXIMUM DISTANCE OF 24" FROM THE TOP OF MANHOLE COVER



MANHOLE DETAIL

Scale: N.T.S. Detail No. WW-3 January 2003



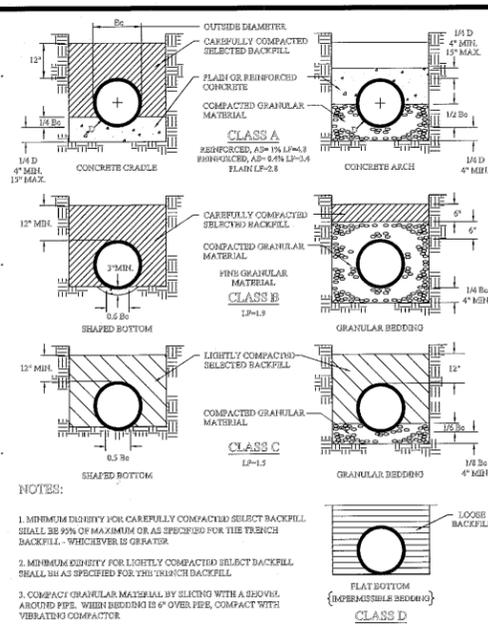
NOTES:

1. FLOW LINE CHANNELS SHALL BE POURED CONCRETE AND SHALL BE TRAWL FINISHED
2. ALL BRANCHES SHALL BE BECOM FINISHED



SANITARY SEWER FLOW LINE CHANNEL DETAIL

Scale: N.T.S. Detail No. WW-9 January 2003



NOTES:

1. MINIMUM DENSITY FOR CAREFULLY COMPACTED SELECT BACKFILL SHALL BE 90% OF MAXIMUM OR AS SPECIFIED FOR THE TRENCH BACKFILL - WHICHEVER IS GREATER.
2. MINIMUM DENSITY FOR LIGHTLY COMPACTED SELECT BACKFILL SHALL BE AS SPECIFIED FOR THE TRENCH BACKFILL.
3. COMPACT GRANULAR MATERIAL BY SLICING WITH A SHOVEL AND TOE PIPE. WHEN BEDDING IS 6" OVER PIPE, COMPACT WITH VIBRATING COMPACTOR.
4. PVC SEWER PIPE SHALL BE INSTALLED USING CLASS B GRANULAR BEDDING
5. LF = LOAD FACTOR



SANITARY SEWER BEDDING DETAIL

Scale: N.T.S. Detail No. WW-5 January 2003

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P
PICKETT
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1	08/16/04	RELEASED FOR CONSTRUCTION

SCALE	DATE	DES. BY	CHK. BY	DNW. BY
NONE	Aug 17, 2004	JSN	RSP	JSN

Idaho, 36th, & SAINT VRAIN ST.
DETAILS
City of Evans
1400 37th St. Evans, CO 80620-2036

C-9.4
DRAWING
JOB NO. 02-065.5
REV.

DBE Definitions & Requirements

Disadvantaged Business Enterprise Regulations

ATTENTION CONSULTANTS - Notice

On June 21, 2001, in order to more narrowly tailor CDOT's DBE program to conform with the results of CDOT's 2001 Disparity Study update, the Colorado Transportation Commission adopted Resolution No. 966, which established a new definition of Underutilized DBE (UDBE) for construction contracts and for consultant contracts and set a 10.93% overall annual DBE goal for the remainder of FFY 2001 and for FFY 2002.

The Disparity Study Update found that **ALL DBES** were underutilized on CDOT construction contracts and on CDOT consultant contracts, *i.e.*, it determined that **ALL DBES WILL BE CONSIDERED TO BE UDBES**. Since all CDOT DBEs are considered to be UDBEs, CDOT's DBE list will also be the UDBE list.

Please contact Business Programs with questions about this change. Telephone: 303-757-9162 or 800-925-3427 or e-mail Karen.Gonzales@dot.state.co.us.

DISADVANTAGED BUSINESS ENTERPRISE

DEFINITIONS AND REQUIREMENTS

1. Definitions and Procedures - For this project, the following terms are defined:

A. Disadvantaged Business Enterprise (DBE). A small business concern that is certified as being:

1. At least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are:

(a) Minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.

(b) Individuals found by CDOT's Office of Certification to be socially and economically disadvantaged.

B. DBE Joint Venture. An association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. DBE joint ventures must be certified as a joint venture. The DBE percentage of the joint venture will be determined at the time of certification.

C. Underutilized DBE (UDBE). A firm which meets the definition of Underutilized Disadvantaged Business Enterprise (UDBE) based on the findings and recommendations of CDOT's Disparity Study and is eligible to meet the contract goal as defined in the paragraph titled "Contract Goal."

D. Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.

E. Certification as a DBE by the Department

1. Any small business may apply to the Colorado Department of Transportation (CDOT) for status as a DBE. Application shall be made on forms provided by CDOT for certification of DBEs. However, only work contracted or subcontracted to DBEs that also qualify as UDBEs and independently performed by UDBEs shall be considered toward contract goals as established elsewhere in these specifications.

2. It shall be the DBE applicant's responsibility to submit applications so that CDOT has sufficient time to render decisions. CDOT will review applications in a timely manner but is not committed to render decisions about a firm's DBE status within any given period of time.

3. The Department will make available a list of DBE contractors, consultants, vendors and suppliers for the purpose of providing a reference source to assist any consultant in identifying DBEs and UDBEs. Consultants will be solely responsible for verifying the Certification of UDBEs they intend to use prior to submitting a Statement of Interest (SOI.) The DBE list is available at:

http://www.dot.state.co.us/app_ucp/

2. Selection of UDBEs by Consultant:

A. Consultants shall exercise their own judgments in selecting any subconsultant to perform any portion of the work.

3. Requirements

A. The use of UDBEs is an evaluation factor for consultant selection under Section 24-30-1403 (2) CRS. All Consultants shall submit with their proposals a list of the names of their UDBE subconsultants to meet the contract goal.

B. If the Consultant proposes to voluntarily use any non-UDBEs on the project, the Consultant shall also submit the names of those DBEs. However, the non-UDBEs will not be used to meet the UDBE goal for the project.

C. Evaluation points will be awarded for UDBE participation during the Statement of Interest (SOI) scoring. A maximum of 5 evaluation points will be awarded for UDBE participation during the SOI scoring. If the consultant doesn't submit sufficient UDBE participation to meet the project goal, they may be awarded from 0 to 4 points, based on the amount of UDBE participation they submit. The consultant must submit all UDBE participation commitments on either CDOT Form #1330 (for NPS Contracts) or CDOT Form #1331 (for PS Contracts) with their SOI in order to receive the corresponding evaluation points.

D. The selected consultant must use the UDBE firms named (if any) on CDOT Form #1330 or #1331 in the Statement of Interest for the items of work described. The replacement of a named UDBE firm will be allowed only as provided for in (6) of the DBE Definitions and Requirements. Failure to comply may constitute grounds for default and termination of the Contract.

E. Consultant's UDBE Obligation.

1. The Consultant submitting a Statement of Interest and a Work Plan on consultant projects advertised by the Department agrees to ensure that UDBEs, as defined in this special provision, have equal opportunity to participate in the performance of contracts or subcontracts. The prime Consultant shall not discriminate on the basis of race, color, national origin, or sex in the selection and bidding process or the performance of contracts.

2. To ensure that UDBEs are offered equal opportunity to participate in the performance of contracts, it is the responsibility of the prime Consultant to offer and to provide assistance to UDBEs related to the UDBE performance of the subcontract. However, the UDBE must independently perform a commercially useful function on the project, as described in F(4) below.

F. Counting UDBE Participation Toward Goals

1. Once a firm has been certified as a DBE that qualifies as a UDBE, the total dollar amount of the contract awarded to the firm shall be counted toward the contract goal as explained below, and as modified for the project in the project special provisions titled "Contract Goal."

2. The actual dollar total of a proposed subcontract, supply or service contract with any UDBE firm shall be reported to the Department in the Consultant's Cost Proposal.

3. The eligibility of a proposed UDBE subconsultant will be finally established based on the firm's status at the time the contract is signed. If a firm becomes certified as a DBE during performance under a fully executed contract with CDOT but prior to the UDBE performing any work, then 100% of the work performed by the firm under that contract may be claimed as eligible work. No work performed by a UDBE firm can be counted toward UDBE participation prior to the firm receiving certification as a DBE.

4. The Consultant may count toward its contract goal only that percentage of expenditures to UDBEs which independently perform a commercially useful function in the work of a contract. A UDBE is considered to be performing a commercially useful function by actually performing, managing, and supervising the work involved. To determine whether a UDBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, work performed solely by the UDBE, industry practices, and other relevant factors.

5. A UDBE may enter into subcontracts consistent with normal industry practices. If a UDBE subcontracts over 51% of the work of the Contract the UDBE shall be presumed not to be performing a commercially useful function. The UDBE may present evidence to rebut this presumption to the Department.

6. The Consultant may count toward its contract goal the percentage of expenditures for materials and supplies obtained from UDBE suppliers (regular dealers) and manufacturers specifically for use on the project, provided that the UDBEs assume the actual and contractual responsibility for and actually provide the materials and supplies.

a. The Consultant may count 100 percent of its expenditures to an UDBE manufacturer if the purchased items are to be used on the project. A UDBE manufacturer is a certified firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.

b. The Consultant may count 60 percent of its expenditures to UDBE suppliers that are not manufacturers, provided that the UDBE supplier performs a commercially useful function in the supply process. A supplier is a certified firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this section.

c. The Consultant may count toward its UDBE goal the following expenditures to UDBE firms that are not manufacturers or suppliers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of

essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required to a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a supplier of the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Determination of goal achievement

To determine the goals achieved under this Contract, the UDBE participation shall be divided by the original prime Contract amount and multiplied by 100 to determine the percentage of performance. The Consultant shall maintain records of payment that show amounts paid to all UDBEs and DBEs. The Consultant shall submit a CDOT Form #1313 with each billing/invoice to the Department listing all subconsultants (including UDBEs and other DBEs) that participated in this Contract and the dollar amount paid to each. The Consultant shall certify the amount paid, which may be audited by the Department. When the participation by UDBEs is less than the Consultant committed to the Department, the Consultant shall submit a statement to CDOT along with the CDOT Form #1313 that indicates the amount of participation and gives reasons why it was different from the Consultant's SOI commitment.

5. Replacement of UDBEs used to meet the contract goal

A. Based upon a showing of good cause the Consultant may request that a UDBE named in the Consultant's Statement of Interest be replaced with another UDBE pursuant to the terms and conditions of this special provision. Replacements will be allowed only with prior written approval of the Department.

A. If a replacement is to be requested prior to the time that the named UDBE has begun to effectively prosecute the work under a fully executed subcontract, the Consultant shall furnish to the Department the following:

1. Written permission of the named UDBE. Written permission may be waived only if such permission cannot be obtained for reasons beyond the control of the Consultant.

2. A full written disclosure of the circumstances making it impossible for the Consultant to comply with the condition of award.

3. Documentation of the Consultant's assistance to the UDBE named in the Consultant's Statement of Interest.
4. Copies of any pertinent correspondence and documented verbal communications between the Consultant and the named UDBE.
5. Documentation of the Good Faith Efforts in finding a replacement UDBE and the results of the efforts. It is within the control of the Consultant to locate, prior to award, UDBEs that offer reasonable prices and that could reasonably be expected to perform the work. For this reason, increased cost shall not, by itself, be considered sufficient reason for not providing an in-kind replacement.

C. In the event a UDBE begins to prosecute the work and is unable to satisfactorily complete performance of the work, the Consultant shall furnish to the Department the following:

1. Documentation that the subject UDBE did not perform in a satisfactory manner.
2. Documentation of the Consultant's assistance to the UDBE prior to finding the UDBE in default.
3. A copy of the certified letter finding the UDBE to be in default or a letter from the UDBE stating that it cannot complete the work and it is turning the work back to the Consultant.
4. Copy of the contract between the Consultant and the UDBE, plus any modifications thereto.

6. Sanctions

A. It is the obligation of the Consultant to provide UDBE firms with equal opportunity to participate in the performance of the work.

B. It is the responsibility of UDBE firms to perform their work in a responsible manner fully consistent with the intent of the DBE program, and in substantial compliance with the terms and conditions of these DBE definitions and requirements.

C. UDBE firms which fail to perform a commercially useful function as described in subsection 4(E) of these DBE definitions and requirements or operate in a manner which is not consistent with the intent of the DBE program may be subject to revocation of certification.

D. A finding by the Department that the Consultant has failed to comply with the terms and conditions of these DBE definitions and requirements may constitute sufficient grounds for default and termination of the Contract.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

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

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

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

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

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will 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.

b. 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 EEO contract provisions. (The DOL 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. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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.

6. 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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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.

7. 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 within 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 EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

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

d. In the event the union is unable to provide the contractor with a reasonable flow of 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, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL 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 SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

(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 DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

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

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

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

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

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

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

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

COLORADO DEPARTMENT OF TRANSPORTATION CERTIFICATE OF PROPOSED DBE PARTICIPATION FOR PROJECT SPECIFIC (PS) CONSULTANT CONTRACTS	CMS #:	Anticipated Location(s):
	Project #:	Sheet: _____ of _____
	Contract DBE Goal: _____ %	Will Your DBE % Meet The Goal (box C)? <input type="checkbox"/> YES <input type="checkbox"/> NO

Instructions For Prime Consultant:

- An officer of the consultant must complete and submit an original copy of this form as part of the **Commendation Section** of your PS contract Statement Of Interest (SOI).
- Submit a separate CDOT Form #1331 for each proposed DBE.
- Attach a signed *Letter of Acceptance* and copy of DBE certificate from each DBE firm.
- Retain a photocopy for your records.

(NOTE: See 49 CFR part 26.55, and the *DBE Definitions and Requirements* section of the contract, for further information concerning counting DBE participation toward the contract's DBE goal.)

NAME OF DBE SUBCONSULTANT	ITEMS OF WORK TO BE PERFORMED BY DBE SUBCONSULTANT
REQUIRED ATTACHMENTS: <input type="checkbox"/> Letter of Acceptance <input type="checkbox"/> DBE certificate	

A) What percentage of the overall contract is this proposed subcontract, supply/vendor contract, OR service/broker contract? NOTE: Calculate % based on actual subcontractor dollars and not prime contract prices. Only report % amounts that are eligible for counting toward the contract goal (See <i>DBE Definitions and Requirements</i> in contract).	A> _____ %
B) What is the total percentage value of proposed DBE participation from prior sheets/forms?	B> _____ %
C) What is the accumulative percentage value of the overall contract that is committed to DBEs? C = [A + B]	C> _____ %

I certify that:

- my company has accepted a proposal from the DBE subconsultant named above.
- my company has notified the proposed DBE subconsultant of the commitment % of work (*Letter of Acceptance is attached*).
- my company's use of the proposed DBE subconsultant for the items of work listed above is a condition of the contract award.
- my company will not use a substitute DBE subconsultant for the proposed DBE subconsultant's failure to perform under a fully executed subcontract, unless my company complies with the *DBE Definitions and Requirements* section of the contract.
- In addition, if my company does not meet the intended DBE goal for this contract and is unable to document adequate good faith efforts, I understand that my company will receive a poor contract performance rating from CDOT, which will negatively impact the scoring of our Statements Of Interest (SOI) on future CDOT contracts.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

COMPANY NAME:	DATE: _____ / _____ / _____
COMPANY OFFICER SIGNATURE:	TITLE: _____

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. ~~The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.~~

~~The short-list is based on the following evaluation factors:~~

- ~~a. Qualifications,~~
- ~~b. Approach to the Work,~~
- ~~c. Ability to furnish professional services.~~

- ~~d. Anticipated design concepts, and~~
- ~~e. Alternative methods of approach for furnishing the professional services.~~

~~Evaluation factors for final selection are the consultant's:~~

- ~~a. Abilities of their personnel,~~
 - ~~b. Past performance,~~
 - ~~c. Willingness to meet the time and budget requirement,~~
 - ~~d. Location,~~
 - ~~e. Current and projected work load,~~
 - ~~f. Volume of previously awarded contracts, and~~
 - ~~g. Involvement of minority consultants.~~
6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
 7. A qualified local agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
 8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three years after the case has been settled.

CRS §§24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the preceding eight (8) steps.