

TOWN OF PARKER COUNCIL AGENDA

August 2, 2021

Notes:

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

Public comment for items that are not on the agenda may be made in person, by Zoom or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person, electronically through the website or via Zoom, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments provided electronically through the website that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public comment or public hearing part of the meeting are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through Facebook Live.

1. TOWN COUNCIL MEETING SCHEDULE

A. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call

B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. PARKER CHAMBER OF COMMERCE UPDATES

3. DOWNTOWN BUSINESS ALLIANCE UPDATES

4. PUBLIC COMMENTS (No action will be taken on these items.) *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

5. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

6. **CONSENT AGENDA**

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. *APPROVAL OF MINUTES - July 19, 2021*

B. *Final Design Contract for North Parker Road*

Amount: Felsburg, Holt, and Ullevig

Contractor: \$380,240

Department: Engineering and Public Works, Alex Mestdagh

7. **CONTRACTS OVER \$100,000**

Axon Professional Services Agreement

Amount: \$185,136

Contractor: Axon

Department: Police, Deputy Chief Combs

8. **PUBLIC HEARINGS**

ANTHOLOGY NORTH - Sketch Plan - Segment 1 and Preliminary Plan - Segment 1A

Applicant: John Pestwich, PCS Group

Location: Generally located south of Hess Road between Chambers Road and Molsenbocker Road

Department: Community Development, BrieAnna Simon

TRAKiT No.: SUB20-005 and SUB20-006

1. **Sketch Plan - Segment 1**

2. **Preliminary Plan - Segment 1A**

9. **ORDINANCES**

A. **North Parker Road Operational Improvements**

Department: Engineering and Public Works, Alex Mestdagh

1. **ORDINANCE NO. 9.336 Second Reading**

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Parker Road Operational Improvements Project (Lincoln Avenue to Pine Lane)

2. ORDINANCE NO. 9. 337 Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the State of Colorado Acting By and Through the Colorado Department of Transportation Concerning Operational Improvements: Lincoln Avenue to Pine Lane (Project # C M039-007 (24455) & MTF M039-009 (24467))

B. ORDINANCE NO. 9.338 - Second Reading

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

C. ORDINANCE NO. 9.339 - Second Reading

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

10. PUBLIC COMMENTS CONTINUED IF NECESSARY

11. ADJOURNMENT

Parker Town Council

Executive Session Agenda

August 2, 2021

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. My Mainstreet proposed purchase of PACE Lot 2, East Main and Pine Curve parcels

2. Annexation Agreement between the Town and the Parker Water and Sanitation District dated May 4, 2009, concerning the dedication of right-of-way for J. Morgan Boulevard

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

3. H.R. 1319, The American Rescue Plan Act of 2021 (Eligible Projects)

4. Section 2.5 of the Home Rule Charter of the Town of Parker concerning the residency qualifications to run for Town Council

**TOWN OF PARKER COUNCIL
MINUTES
JULY 19, 2021**

Mayor Toborg called the meeting to order at 5 p.m. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were three items under C.R.S. § 24-6-402(4)(b); the first item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions regarding HB21-1027 (communal outdoor dining area); HB21-1250 (law enforcement accountability); and SB21-256 (firearms in public buildings); the second item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) concerning 42 U.S.C. § 2000 (Religious Land Use and Institutional Persons Act – locating a church in a communal area); and the third item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) concerning Resolution No. 19-023, Series of 2019 (partial waiver for the Anthology North Property to allow for the processing of sketch and preliminary plans by segment).

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:01 p.m., to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Todd Hendreks seconded to come out of Executive Session at 6:31 p.m.

The motion was approved unanimously.

Joshua Rivero moved and Todd Hendreks seconded to recess the regular Town Council meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Toborg reconvened the meeting at 7 p.m.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

None.

PUBLIC COMMENTS

There were five written general public comments which will be attached to the approved minutes.

Kenneth Ramsey, 3862 Elm Avenue, talked about fracking and prairie dogs. He provided a copy of his presentation to the Acting Town Clerk to be included in the minutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings they attended since the last Town Council meeting.

CONSENT AGENDA

A. *APPROVAL OF MINUTES - July 12, 2021*

B. *North Parker Road Operational Improvements*

Department: Engineering and Public Works, Alex Mestdagh

Second Reading: August 2, 2021

1. *ORDINANCE NO. 9.336 First Reading*

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Parker Road Operational Improvements Project (Lincoln Avenue to Pine Lane)

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Department: Engineering and Public Works, Michael Grabczyk

Second Reading: August 2, 2021

D. ORDINANCE NO. 9.339 First Reading

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

Second Reading: August 2, 2021

Joshua Rivero moved to approve Consent Agenda items 5A through 5D.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

TOWN ADMINISTRATOR

The Summer Town Administrator's Report has been published on the Town's website.

ORDINANCES

ORDINANCE NO. 3.193.5 - Second Reading

A Bill for an Ordinance Amending the Parker Auto Plaza Development Guide Pursuant to the Town of Parker Land Development Ordinance

Department: Community Development, Stacey Nerger

The Town is proposing a rezoning application to revise the list of permitted uses within the Parker Auto Plaza PD, Open Space Planning Area, to allow parks, playgrounds and other outdoor recreation uses. The purpose of the proposed rezoning is to support park improvements along the Baldwin Gulch Trail and Open Space that traverses the area. The planned park improvements would be funded, installed and maintained by the developer of a multi-family residential complex located in the adjacent Eisenberg property within the Parker and Pine Mixed-Use PD at the southwest corner of the intersection of Parker Road and Pine Lane.

For background, the Eisenberg property that is located at the southwest corner of Parker Road and Pine Lane was rezoned from Parker Auto Plaza PD to the Parker and Pine Mixed-Use PD in 2020. The approved Parker and Pine Mixed-Use PD zoning permits a range of commercial and residential uses with multi-family residential housing allowed as a use by-right in Planning Area 4. The Development Plan for the PD zoning locates Planning Area 4 in the southwestern section of the property fronting Twenty Mile Road and Baldwin Gulch.

The property owner and their development partner have submitted a site plan application to develop multi-family residential housing consisting of four (4) buildings in Planning Area 4 as permitted by the Parker and Pine Mixed-Use PD. Under Section 13.07.140 of the Land

Development Ordinance (LDO), the development of a residential use requires the dedication of parks, trails, open space and schools. The property owner may address this requirement by

dedicating land for parks on-site or, subject to Town Council approval, make a cash in-lieu of land payment of equivalent monetary value or donate recreational facilities if there is insufficient land available in a residential development.

The property owner and their development partner have determined that there is insufficient land available within Planning Area 4 to fully address the LDO park land dedication requirement on-site. As a result, they have proposed and staff has been working with them on a concept to use approximately one (1) acre of Tract A in the adjacent Parker Auto Plaza PD as a supplemental park site. In this concept, the property owner would be required to cover all costs for the design, installation and maintenance of park improvements on Tract A as well as the payment of a fee to the Town for using Tract A. For the reason that the Town will retain ownership of Tract A, the obligation of the property owner and their development partner to construct the park improvements will be incorporated into a subdivision agreement and their obligation to maintain the park improvements will be contained in a license agreement. The concept plan for a park on Tract A is attached for review.

Staff believes that allowing the property owner and their development partner to construct park improvements on one (1) acre of Tract A is preferable to accepting a cash in-lieu of land payment. The reason for this is that the cash in-lieu of land option may not be sufficient to fund the development of a park and even if it was there is no guarantee that a future park would be accessible from the Baldwin Gulch Trail and Open Space or be directly accessible to the multi-family residential housing proposed in Planning Area 4 of the Parker and Pine Mixed-Use PD.

The Planning Commission heard this request on July 8, 2021, and unanimously voted to recommend approval.

Public Comment: None.

John Diak moved to approve Ordinance No. 3.193.5 on second reading.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

A. RESOLUTION NO. 21-032

A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Town Parker North, 1st Amendment, Tract D Property for Second Reading on September 7, 2021

**Department: Community Development, Stacey Nerger
Community Development, BrieAnna Simon**

The Town of Parker is proposing to annex and zone a 0.27 acre property it acquired from Douglas County in 2020 to construct a multi-use sidewalk on the east side of Parker Road (the "Town Property"). The Town Property, also known as Tract D, is located in unincorporated Douglas County south of Lincoln Avenue and north of Parkglenn Drive on the east (northbound)

side of Parker Road. Proposed Resolution No. 21-032 will set the date for annexation on September 7, 2021, at second reading of the Annexation Ordinance.

Public Comment: None.

Joshua Rivero moved to approve Resolution No. 21-032.

Anne Barrington seconded the motion.

The motion was approved unanimously.

B. RESOLUTION NO. 21-026.1

A Resolution to Amending Resolution No. 21-026, Series of 2021, to Adopt an Amended Town Council Policy Statement 1-8 Concerning Public Hearing Procedure and Public Comment Policy

Department: Town Attorney, Kristin Hoffmann

Policy Statement 1-8 establishes procedures for public hearings and public comment periods. During the pandemic, public comment could be provided by the public electronically through the Town's website and those comments received by 5 p.m. on the day of the Town Council meeting were provided to the Town Council and included in the minutes. This revision provides for this practice to continue.

Public Comment: None.

Cheryl Poage moved to approve Resolution No. 21-026.1.

Laura Hefta seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved and Todd Hendreks seconded to adjourn the meeting at 7:42 p.m.

The motion was approved unanimously.

Chris Vanderpool, Acting Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: August 2, 2021

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Final Design Contract for North Parker Road**

Amount:	Felsburg, Holt, and Ullevig
Contractor:	\$380,240
Department:	Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This item proposes to enter into a Professional Service Agreement (PSA) with Felsburg, Holt & Ullevig (FHU) for the Final Design of the North Parker Road Operational Improvements.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the design phase for the North Parker Road Operational Improvements between Lincoln Avenue and E-470. The main goal of this project is to increase the travel lanes on Parker Road and improve vehicular mobility, which currently experiences heavy congestion during rush hour. Proposed improvements include widening and/or connecting current acceleration/deceleration lanes on Parker Road in both the northbound and southbound directions between Lincoln Avenue and E-470. The project also proposes to repurpose existing dedicated turning lanes to shared thru-turning lanes, providing additional capacity for thru traffic during peak hours. Improvements to pedestrian facilities in the corridor are also proposed, including a multi-use trail/sidewalk on the east side of Parker Road to connect the Baldwin Gulch Trail and the Pine Lane intersection, and expanded sidewalk north of Pine Lane adjacent to the Bowie property to connect to existing sidewalk to the north. Later phases of improvements will be needed to implement additional operational improvements on this stretch of Parker Road.

As discussed with Town Council at the June 28 Study Session, this project is currently through the preliminary design phase, and following a recent kickoff meeting with CDOT, preparing to enter final design. The Town selected Felsburg, Holt & Ullevig (FHU) as the consultant for the preliminary design of the project, and staff now proposes to contract with FHU for final design. The not-to-exceed amount of the design contract is \$380,240, which is in line with typical costs for a project of this size.

FINANCIAL IMPACT

The not-to-exceed amount of the design contract is \$380,240. This sum is accounted for in the project funds appropriated by the Town Council in the 2021 budget.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Conceptual Project Layout

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.





Request for Town Council Action

Date: August 2, 2021

Submitted By: Ron Combs, Deputy Chief of Police

Reviewed By: Michelle Kivela, Town Administrator

Title: **Axon Professional Services Agreement**

Amount: **\$185,136**

Contractor: **Axon**

Department: **Police, Deputy Chief Combs**

EXECUTIVE SUMMARY

The use of Axon products requires the Police Department to maintain a multi-year use and service agreement. We are meeting the requirements of this agreement by submitting payment for the year three (3) contracted amount of \$185,136.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town entered into a multi-year professional services agreement with Axon for the purchase, delivery, use and support of products and services for the police department's body worn, fleet, and interview cameras.

FINANCIAL IMPACT

\$185,136.00 - budgeted amount for year three (3)

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation.



Request for Town Council Action

Date: August 2, 2021

Submitted By: John Fussa, Community Development Director
BrieAnna Simon, Associate Planner

Reviewed By: Michelle Kivela, Town Administrator

Title: **ANTHOLOGY NORTH - Sketch Plan - Segment 1 and Preliminary Plan - Segment 1A**

Applicant: John Pestwich, PCS Group

Location: Generally located south of Hess Road between Chambers Road and Motsenbocker Road

Department: Community Development, BrieAnna Simon

TRAKiT No.: SUB20-005 and SUB20-006

EXECUTIVE SUMMARY

The applicant, PCS Group, is requesting the approval of the Sketch Plan for Anthology North Segment 1 for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space. In addition, the applicant is requesting a Preliminary Plan for Anthology North Segment 1A (a portion of Segment 1) for 441 single family residential lots, 53 townhome residential lots, 47.92 acres of open space and 37.19 acres of park space.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The subject property is undeveloped and generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is located to the north of Looking Glass (currently under development), to the south Douglas 234 residential and commercial development and to the west of the existing Anthology residential development.

The applicant, PCS Group, is requesting the approval of the Sketch Plan for Segment 1 and a Preliminary Plan for Segment 1A of the Anthology North development.

The Sketch Plan application for all of Segment 1 is for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space.

The Preliminary Plan application for all of Segment 1A is for 441 single family residential lots,

53 townhome residential lots, 47.92 acres of open space and 37.19 acres of park space.

The future preliminary plan for Segment 1B and 1C will accommodate the remaining units and acreage outlined in the Segment 1 Sketch Plan. The request for the approval of the Sketch and Preliminary Plans is consistent with the approved Anthology North PD zoning and the Waiver Resolution approved by Town Council in May of 2019, that allows the applicant to process the subdivision of the property in segments.

The approval of the sketch and preliminary plans does not formally create the lots or allow for construction of the associated improvements. Instead, the approval of the applications will allow for the applicant to prepare final plats consistent with the Sketch and Preliminary Plans. The Final Plats will create the lots, create tracts for open space, parks and other uses as well as finalize the necessary improvements associated with the development. Under the Waiver Resolution Amendment approved by Town Council on May 23, 2021, no final plat approvals may be granted until the Preliminary Plan for Segments 1B and 1C have been approved by Town Council.

Planning Commission heard these items on July 8, 2021, and unanimously recommended approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Planning Commission Staff Report
2. Project Narrative
3. Sketch Plan Segment 1
4. Preliminary Plan Segment 1A
5. Landscape Plan Segment 1A

RECOMMENDED MOTION

1. I move to approve the Anthology North Sketch Plan for Segment 1A, 1B, and 1C.
2. I move to approve the Anthology North Preliminary Plan for Segment 1A, subject to the condition that the preliminary plans for Segment 1B and 1C must be approved by Town Council prior to the recordation of the first final plat for Segment 1A, as outlined in the Partial Waiver Resolution Amendment contained in Resolution 21-022.



Planning Commission Staff Report

Planning Commission Date: 7/8/2021

Town Council Date: 8/2/2021

Hearing Type: Public Hearing
ANTHOLOGY NORTH – Sketch and Preliminary Plan
TRAKiT No(s): SUB20-005 and SUB20-006

Location: Generally located on the south side of Hess Road
between Chambers Road and Motsenbocker Road

Project Planner: BrieAnna Simon, Associate Planner

Applicant: John Prestwich, PCS Group

Executive Summary: The applicant, PCS Group, is requesting the approval of the Sketch Plan for Anthology North Segment 1 for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space. In addition, the applicant is requesting a Preliminary Plan for Anthology North Segment 1A (a portion of Segment 1) for 441 single family residential lots, 53 townhome residential lots, 47.92 acres of open space and 37.19 acres of park space.

Staff Recommendation: Approval

RECOMMENDED MOTIONS

1. *“I move the Planning Commission recommend Town Council approve the requested Anthology North Sketch Plan for Segment 1A, 1B, and 1C.”*
2. *“I move the Planning Commission recommend Town Council approve the requested Anthology North Preliminary Plan for Segment 1A, subject to the following conditions:”*
 1. *The preliminary plans for Segment 1B and 1C must be approved by Town Council prior to the recordation of the first final plat for Segment 1A, as outlined in the Partial Wavier Resolution Amendment Resolution 21-022 as amended.*

ALTERNATIVE MOTIONS

Sketch Plan

"I move the Planning Commission recommend Town Council approve the requested Anthology North Sketch Plan for Segment 1A, 1B, and 1C, subject to the following conditions:"

-List conditions (either by staff or Planning Commission)

"I move the Planning Commission recommend Town Council deny the requested Anthology Sketch Plan for Segment 1A, 1B, and 1C as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the requested Anthology North Sketch Plan for Segment 1A, 1B, and 1C to a future date."

Preliminary Plan

"I move the Planning Commission recommend Town Council approve the requested Anthology North Preliminary Plan for Segment 1A."

"I move the Planning Commission recommend Town Council deny the requested Anthology Preliminary Plan for Segment 1A as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the requested Anthology North Preliminary Plan for Segment 1A to a future date."

BACKGROUND/DISCUSSION

The subject property is generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and is directly north of Looking Glass (currently under development), Douglas 234 residential and commercial development to the north, and the existing Anthology residential development to the east.

The applicant, PCS Group, is requesting the approval of the Sketch Plan for Segment 1 and a Preliminary Plan for Segment 1A of the Anthology North development.

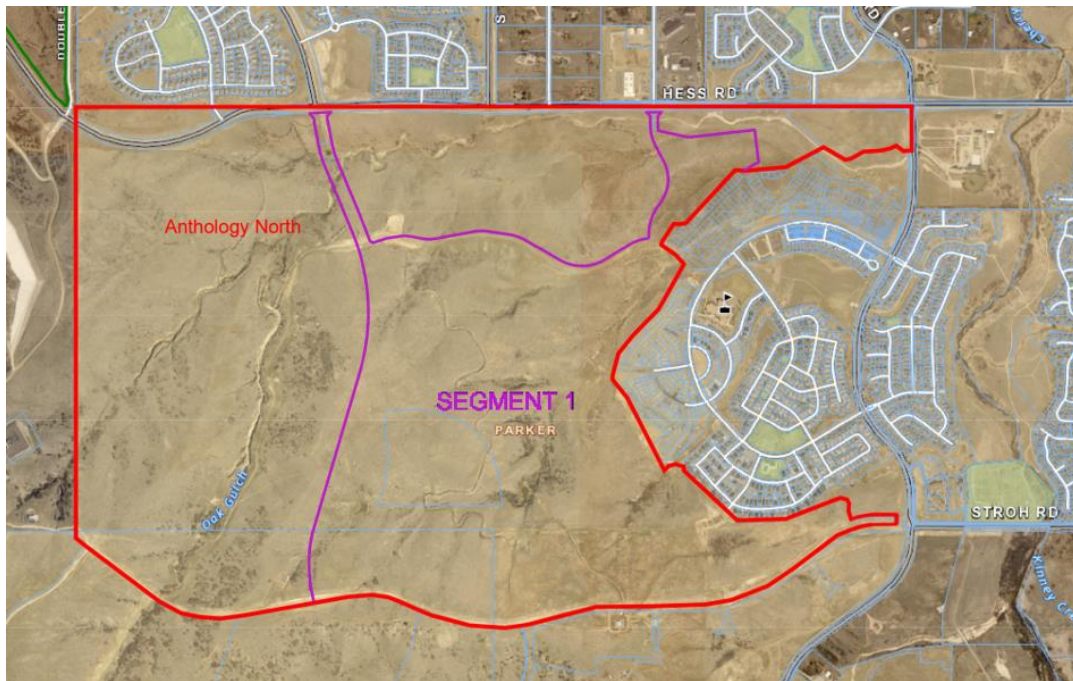
The Sketch Plan application for all of Segment 1 is for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space.

The Preliminary Plan application for all of Segment 1A is for 441 single family residential lots, 53 townhome residential lots, 47.92 acres of open space and 37.19 acres of park space.

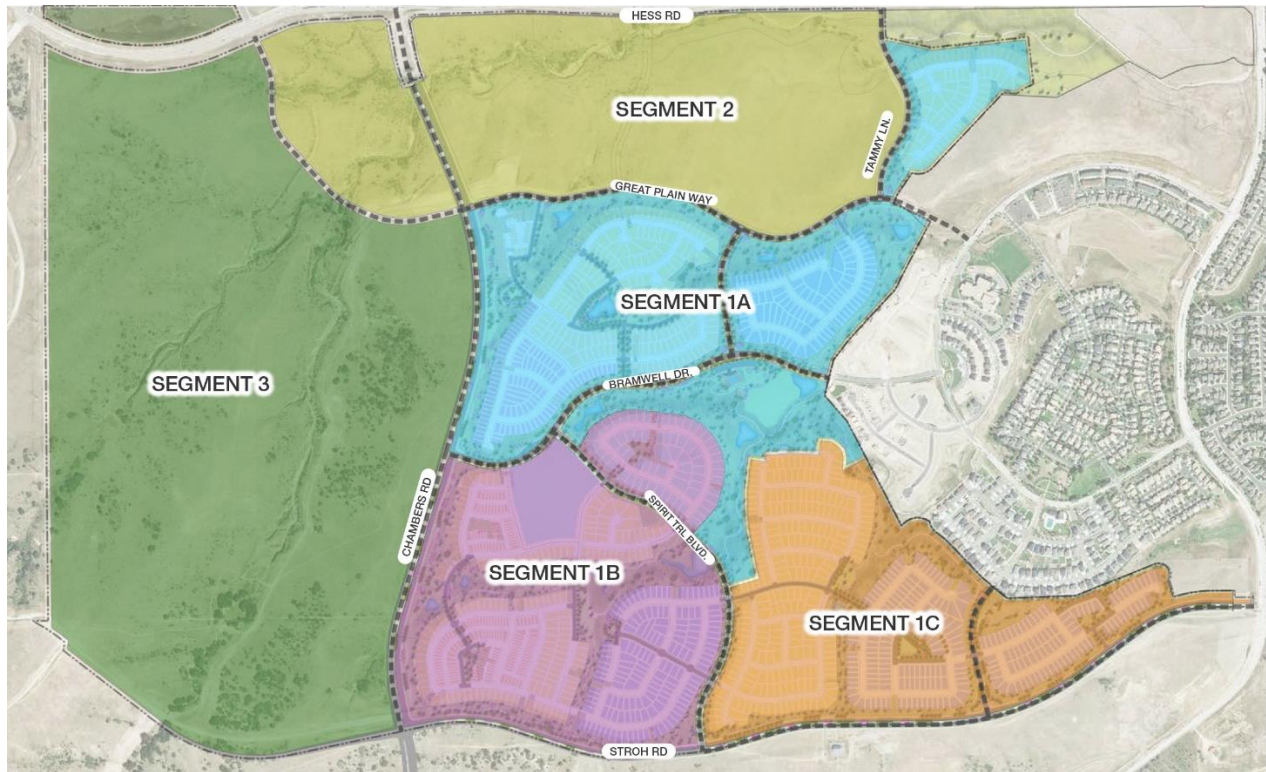
The future preliminary plan for Segment 1B and 1C will accommodate the remaining units and acreage outlined in the sketch plan. The request for the approval of the Sketch and Preliminary Plans is consistent with the Waiver Resolution approved by Town Council in May of 2019 that allows the applicant to process the subdivision of the property in segments.

The approval of the sketch and preliminary plans does not formally create the lots and associated improvements. Instead, the approval of the applications will allow for the applicant to execute final plats consistent with the Sketch and Preliminary Plans. The Final Plats will create the lots and associated improvements. Per the Waiver Resolution Amendment approved by Town Council on May 23, 2021, no final plat approvals may be granted until the Preliminary Plan for Segments 1B and 1C have been approved by Town Council.

Vicinity Map



Segment 1 Project Area



PRIOR ACTIONS

Date	Action
1984	The east half of the subject property was voluntarily annexed by the Town (Ordinance 2.27) as Stroth Ranch and zoned for a variety of residential and commercial uses.
2003	The Hess Ranch property to the south and west was voluntarily annexed by the Town (Ordinance 2.140) and zoned as PD- Planned Development to allow a variety of residential and commercial uses.
2007	Town Council approved a PD Amendment to allow a variety of residential and commercial uses and renamed SunMarke.
2008	Town Council approved a PD Amendment to allow a variety of residential and commercial uses and renamed Anthology.
2015	The current PD-Planned Development zoning was a split of the original larger Anthology PD into the Hess Ranch PD and the Anthology North PD and was approved by Town Council and allowing for a variety of residential and commercial uses.
2020	Town Council approved an amendment to the Anthology North Planned Development (PD) to adjust Planning Area boundaries to reflect a dendritic design, amend lot size requirements and to implement the partial waiver resolution requirements for Planning Area 15 and the Parks, Trails, and Open Space Master Plan.

CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Anthology North Planned Development		
Master Plan Area	Medium/Low-Density Residential		
Site Acreage	1,207.9 acres		
Subdivision	Anthology North (under review)		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single-family detached residential units, 14 acre commercial site and Town of Parker Public Works Operations Center
South	Low Density Residential	PD - Planned Development	Undeveloped (Hess Ranch_
East	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Single-family attached and detached residential units
West	Douglas County	Douglas County Zoning	Reuter-Hess Reservoir site

I. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential:</u> The Medium Density Residential Character Area will consist of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.D Land Use 1.E Land Use 1.F Land Use 1.G Land Use 1.H Land Use 1.I Housing and Neighborhoods 2 Housing and Neighborhoods 2.A

	Housing and Neighborhoods 5 Housing and Neighborhoods 5.A Natural Resource Protection 1 Natural Resource Protection 1.A Natural Resource Protection 1.B Natural Resource Protection 1.C Natural Resource Protection 2 Natural Resource Protection 2.A Natural Resource Protection 2.C Natural Resource Protection 2.D Natural Resource Protection 4.B Natural Resource Protection 4.C Natural Resource Protection 4.D Natural Resource Protection 4.E Natural Resource Protection 4.F Natural Resource Protection 4.G Natural Resource Protection 4.H Natural Resource Protection 4.I Open Space and Recreation 1 Open Space and Recreation 1.A Open Space and Recreation 2 Open Space and Recreation 2.A Open Space and Recreation 3 Open Space and Recreation 3.A
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is identified for medium density residential uses per the General Land Use Plan. The proposed Sketch and Preliminary Plans will facilitate the development of single-family attached and detached homes in accordance with the medium density residential designation and does not conflict with the Master Plan.

II. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Sketch Plan/Preliminary Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Setbacks are established in the Hess Ranch PD and are based on the type of residential unit that is proposed in each Planning Area.	Building setbacks will be reviewed at the time of building permit submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	A maximum of 3,305 units are allowed in the entire Anthology North development per the zoning.	The proposal is for 1,303 single-family detached residential units, 125 townhome units and 104 duplex units. The subject property is undeveloped and currently has no units on the property. The 1,532 total units does not exceed the number permitted by zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	Building heights are based on the type of development that is proposed in each Planning Area within the Hess Ranch PD.	Building heights will be reviewed at the time of the residential design matrix submittal and at the time of building permit review.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	The minimum lot size for single-family detached homes is 3,500 square feet and 1,200 square feet for duplex and townhomes in the Planning Areas proposed for development.	The proposed lot sizes range from 4,000 to 6,900 square feet for single family and 1,320 to 4,000 square feet for townhomes and duplexes, which complies with the zoning.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The applicant has submitted a preliminary landscape plan for Segment 1A. Staff has reviewed these documents and determined that it complies with Section 13.06.070 of the Land Development Ordinance (LDO).	☒ Consistent ☐ Inconsistent ☐ N/A

Off-Street Parking	Title 13.06.050	Staff has reviewed the proposed community park within the sketch and preliminary plans for compliance. This review will be evaluated in greater detail during the Final Plat.	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	Parks: 35.36 acres Open Space: 104.74 acres	Parks: 44.19 acres Open Space: 109.33 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The Sketch Plan application for all of Segment 1 is for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space. The Preliminary Plan application for all of Segment 1A is for 441 single family residential lots, 53 townhome residential lots, 47.92 acres of open space and 37.19 acres of park space. The future preliminary plan for Segment 1B and 1C will accommodate the remaining units and acreage outlined in the sketch plan. The applicant has demonstrated compliance as detailed above.		

III. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Segment 1 of the Anthology North development will be served by Stroh Road and Chambers Road extensions. A new collector street, a series of new collector roads and extensions of existing collector roads (Spirit Trail Boulevard, Bramwell Boulevard, Great Plan Way, and Tammy Lane) will be constructed to support connections through the community and between arterial roads. The Stroh Road and Chambers Road extensions provide connections to the existing infrastructure and road network while implementing a portion of the overall roadway plan adopted in the Town's Transportation Master Plan. As future segments of Anthology North are developed, the roadway plan will continue to be implemented and provide connectivity to the overall development as it has been contemplated in the approved Planned Development since 2015.

IV. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
AzTec Consultants	Approved
Town of Parker Building	No comments
Town of Parker Comprehensive Planning	The proposed PD amendment does not conflict with the Parker 2035 Master Plan.
CenturyLink	No comments
Douglas County Planning	No comments
Douglas County Schools	No comments
Fire Life Safety	Approved
IREA	Approved
Town of Parker Engineering	Approved
Town of Parker Police	No comments
Town of Parker Parks and Recreation	Parks, Trails and Open Space Comments have been addressed.
Parker Water and Sanitation	Approved
Public Service Company of Colorado	No comments.

V. CONCLUSION

The subject property is generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and is directly adjacent to the Looking Glass site to the south which is currently under development, Douglas 234 residential and commercial development to the north, and the Reuter Hess Reservoir to the east.

The applicant, PCS Group, is requesting the approval of the Sketch Plan for Segment 1 and the Preliminary Plan for Segment 1A of the Anthology North development. The Sketch Plan application for all of Segment 1 is for 1,532 residential lots, 109.33 acres of open space and 44.19 acres of park space. The Preliminary Plan application for all of Segment 1A is for 441 single family residential lots, 53 townhome residential lots, 47.92 acres of open space and 37.19 acres of park space. The future preliminary plan for Segment 1B and 1C will accommodate the remaining units and acreage outlined in the sketch plan.

VI. RECOMMENDED CONDITIONS

1. The Preliminary Plans for Segment 1B and 1C must be approved by Town Council prior to the recordation of the first final plat for Segment 1A, as outlined in the Partial Wavier Resolution Amendment Resolution 21-022 as amended.

VII. ATTACHMENTS

1. Project Narrative
2. Sketch Plan – Segment 1
3. Preliminary Plan – Segment 1A
4. Landscape Plans – Segment 1A

Report Approved By: Bryce Matthews, Planning Manager



ANTHOLOGY NORTH

Sketch & Preliminary Plan Narrative
3-13-2020



pcs group inc. www.pcsgroupco.com

community design | entitlement | site design | landscape architecture | community imaging

MARCH 13, 2020
MR. PAUL WORKMAN,
SENIOR PLANNER
TOWN OF PARKER
20120 E. MAINSTREET
PARKER, CO 80138

Re: ANTHOLOGY NORTH — Sketch & Preliminary Plan

Dear Mr. Workman:

PCS Group, Inc., on behalf of E5X Management is pleased to present this letter as the required narrative for our Sketch & Preliminary Plan submittal. The ownership and design team has been meeting regularly with the Town of Parker to help facilitate the review of this exciting project. As you are aware we are submitting a Sketch Plan for Segment 1, and a Preliminary Plan for Segment 1-A, which will include a combination of single family detached lots, and single family attached homes, as well as a coordinated open space trail network, Neighborhood Park areas, and a large Community Park. We have coordinated our design efforts with the adjacent Looking Glass development areas in order to verify consistency of road intersections, trail connections and landscape design. In addition we have had a significant number of coordination meetings to verify that our overall internal and offsite utility connections are feasible and economically sound.

At this time our submittal includes a Sketch Plan for all of Segment 1, and a Preliminary Plan for Segment 1-A. The design team has spent a significant amount of time working on the dendritic planning aspects of the property, this design concept has shaped the community. As part of the dendritic planning process a significant amount of additional open space has been provided in the planning of the community, and we have taken advantage of how connected the open space is to provide a diverse and extensive trail network that connects the park areas dispersed throughout the community.

We are very excited about working with the Town of Parker to create this new community. Thank you for your time and consideration of this request. Please feel free to call if you have any comments or questions or if you need additional information.

Sincerely,

John Prestwich, RLA - President
President, PCS Group, Inc.

Community Design Character



Above is an example of how the natural drainage corridors have been integrated into the overall design of the community, we identified corridors for drainage areas and natural vegetation and worked as a team to protect those areas. In general the grading for the roads and lots has been accomplished without grading into the natural areas, with the exception of road crossings. Even the road crossings have generally been used where possible to provide a natural way to create detention and water quality control. Park areas and trail corridors have been integrated into the overall design.

Additionally, since the design of the community has incorporated dendritic planning principles, the overall planning has increased the amount and quality of open space throughout the community.

par•ki•tec•ture

A design style dedicated to celebrating nature by blending man made elements with the natural surroundings in a contemporary way. Modern parkitecture is most notably defined by its use of over-scaled materials, including log, stone, timber, glass and hand-forged steel.

The desired result is to create designs that appear to have grown right from their earthy pedestal. Brawny, expressive and oversized, these designs appear as a form of nature that has been tamed by man. Experiencing this design style helps you understand that man is only one part of the natural landscape.

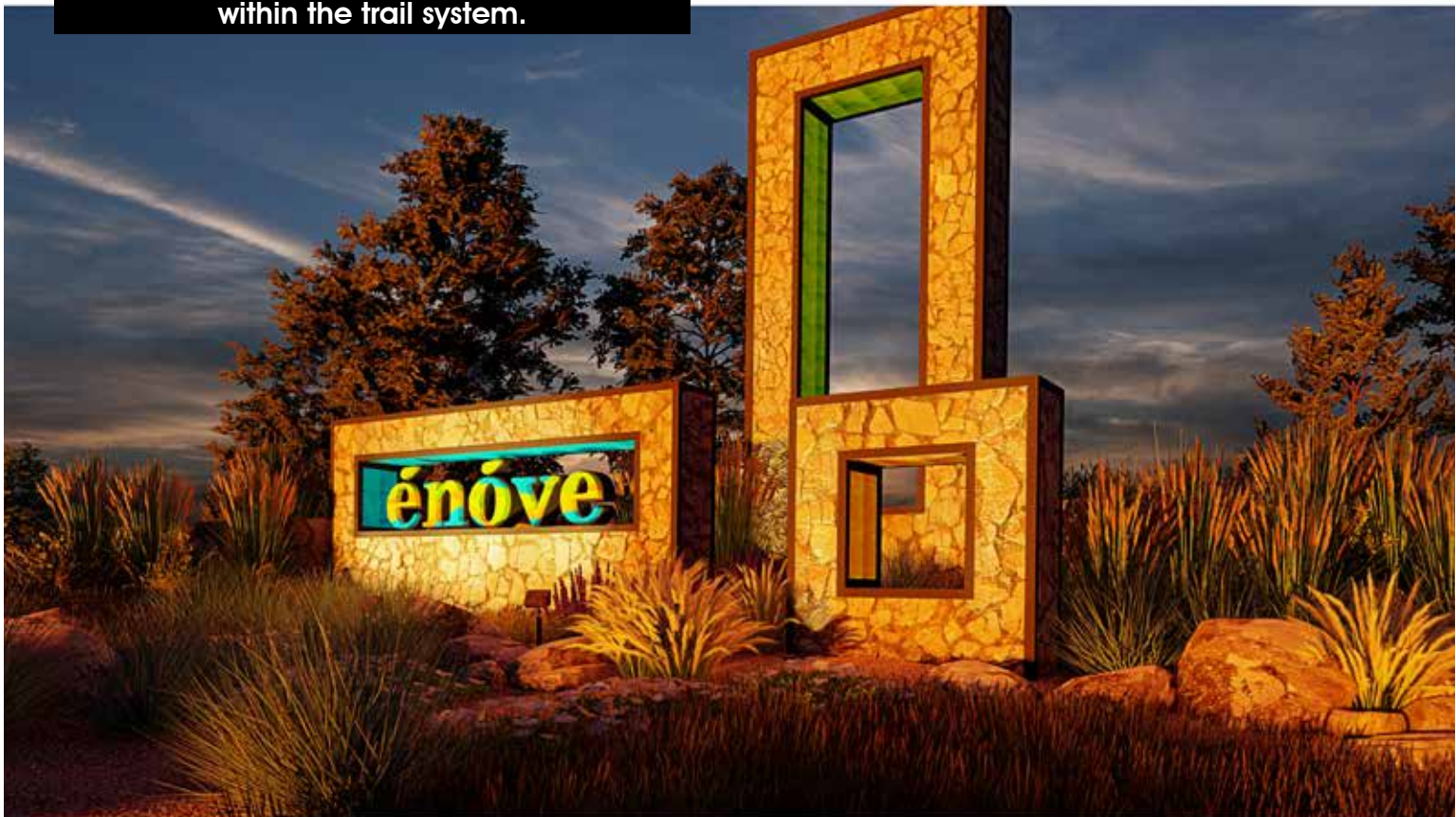


Primary entry monument takes advantage of the natural topography.





Primary entry monument includes elements to 'frame' views, similar to the overlooks within the trail system.





Park Shelters have been designed in a consistent manner, utilizing common elements from the entry monuments.





ANTHOLOGY -

Segment 1-

ILLUSTRATIVE MASTER PLAN-

March 13 - 2020

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Overall the community has been planned to focus on Open Space corridors, trails generally connect through the Open Space corridors to the Neighborhood Park areas located throughout the community. Segment 1-A includes Planning Area 43, a more than 30 acre centrally located Community Park that highlights the existing topography through the design of multi-level play areas, a single track bike area, trails, shade shelters, playground equipment, multi-purpose turf areas, on and off-street parking and a Community Recreation Pool area.



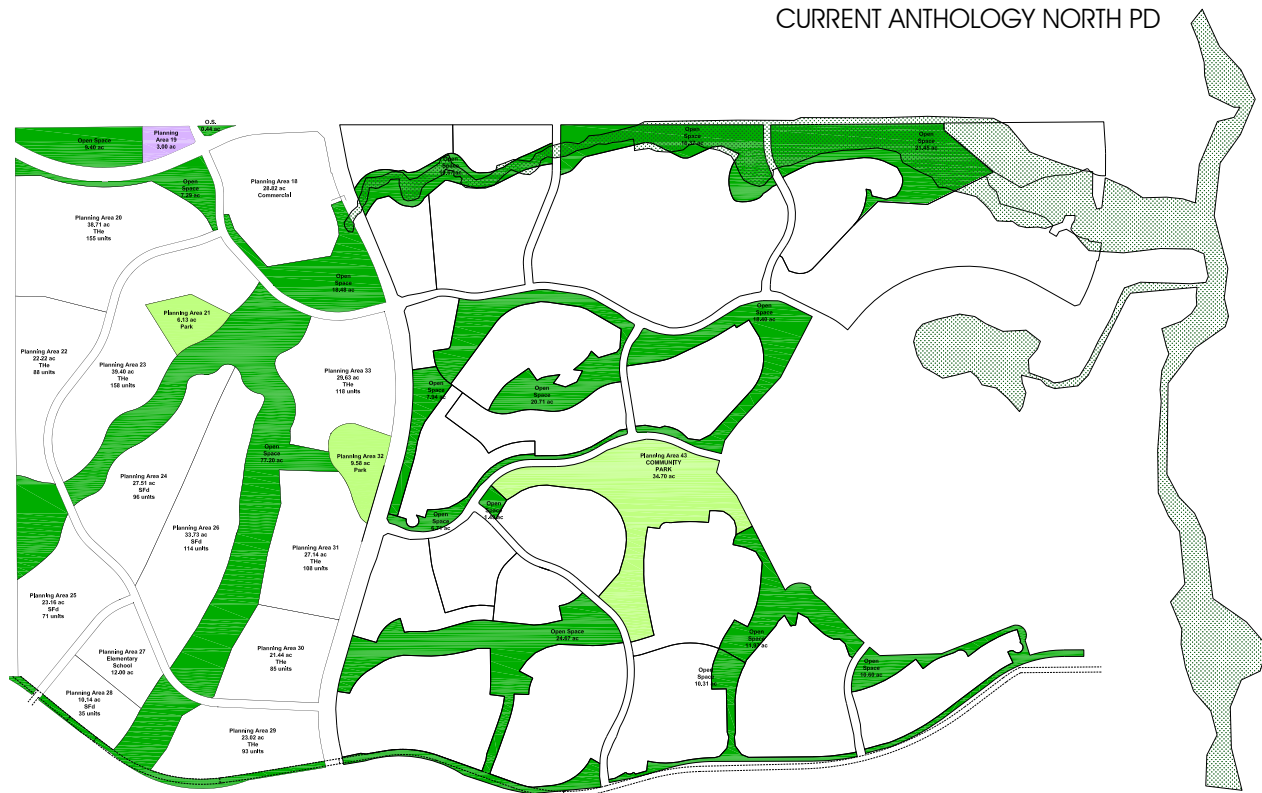
Included in Segment 1A is Trailhead Park, it is over 30 acres of fun in the heart of Anthology. The park is centrally located in the heart of Anthology interconnecting to acres of other trails, parks and open space areas: Hence the Name Trailhead Park. Natural topography, drainage and rolling views are the driving factors behind the design of this park. The pool and clubhouse will be the primary focal point when entering the community.

There is a series of terraced playgrounds working their way down the hillside to the multi-use field centrally located in the park. The community trail and drainage interact and meander their way around to the low point of the park creating a cohesive natural and man made outdoor area. From the terraced Playgrounds, to the Playfields, Community Pool and Clubhouse, Trike Track, Trails, Overlooks, Outdoor Event areas, Trailhead Park offers something for everyone!

OPEN SPACE ANALYSIS



CURRENT ANTHOLOGY NORTH PD



PROPOSED ANTHOLOGY NORTH PD

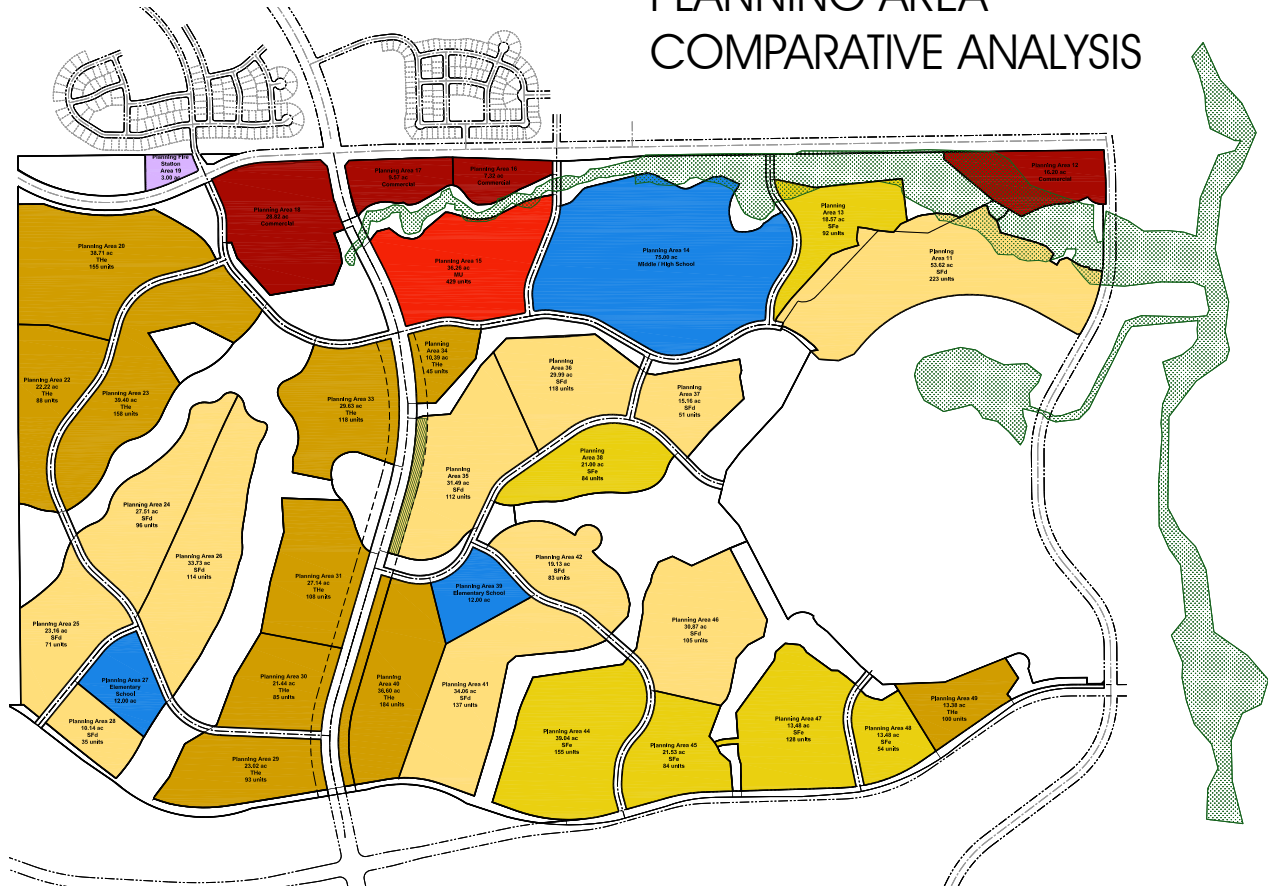


OPEN SPACE COMPARATIVE CHART

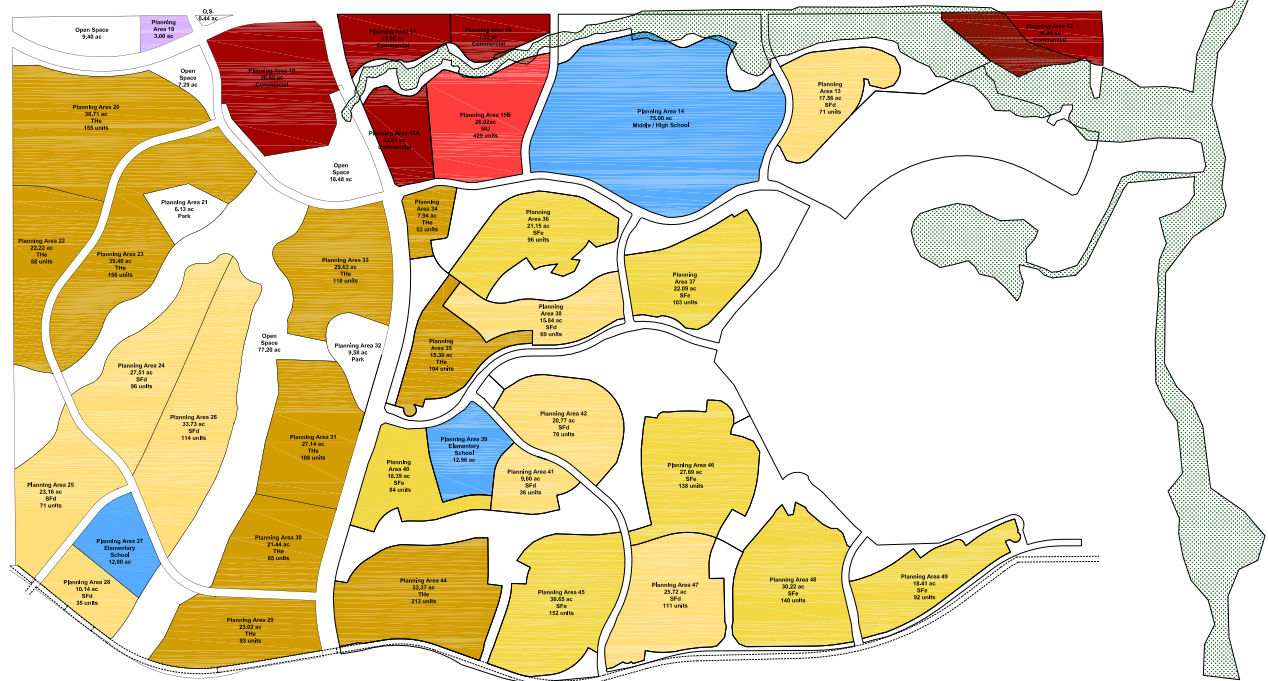
ANTHOLOGY - Open Space and Parks							
(Updated 03-11-2020)							
Planning Area	PREVIOUS			Planning Area	PROPOSED		
	Land Use	Gross Acres	Net Area		Land Use	Gross Acres	Net Area
PA-21	PARK	6.13	6.13	PA-21	PARK	6.13	6.13
PA-32	PARK	9.58	7.87	PA-32	PARK	9.60	7.87
PA-43	PARK	31.86	31.09	PA-43	PARK	34.82	32.38
SUB-TOTAL PARKS		47.57	45.09	SUB-TOTAL PARKS		50.55	46.38
OPEN SPACE	OS 1	18.11	17.95	OPEN SPACE	OS 1	22.92	22.48
OPEN SPACE	OS 2	5.69	3.09	OPEN SPACE	OS 2	7.94	5.19
OPEN SPACE	OS 3	9.97	8.11	OPEN SPACE	OS 3	20.71	18.71
OPEN SPACE	OS 4	20.40	18.75	OPEN SPACE	OS 4	18.44	15.73
OPEN SPACE	OS 5	4.09	2.67	OPEN SPACE	OS 5	6.71	4.02
OPEN SPACE	OS 6	2.50	1.97	OPEN SPACE	OS 6	1.48	1.04
OPEN SPACE	OS 7	15.28	14.69	OPEN SPACE	OS 7	29.46	27.61
OPEN SPACE	OS 8	15.24	15.24	OPEN SPACE	OS 8	11.97	11.83
OPEN SPACE	OS 9	3.31	2.51	OPEN SPACE	OS 9	10.60	8.14
OTHER PHASE	OS	147.19	139.72	OTHER PHASE	OS	162.90	141.72
SUB-TOTAL OPEN SPACE		241.78	224.70	SUB-TOTAL OPEN SPACE		293.13	256.47
TOTAL OS & PARKS		289.35	269.79	TOTAL OS & PARKS		343.68	302.85

As part of the more detailed planning we have analyzed the amount of Park & Open Space in the currently approved plan as compared to the revised plan, overall through the planning revisions the gross Park & Open Space areas have increased by approximately 45 acres, an approximate increase of 15% more Park & Open Space area.

PLANNING AREA COMPARATIVE ANALYSIS



CURRENT ANTHOLOGY NORTH PD



PROPOSED ANTHOLOGY NORTH PD

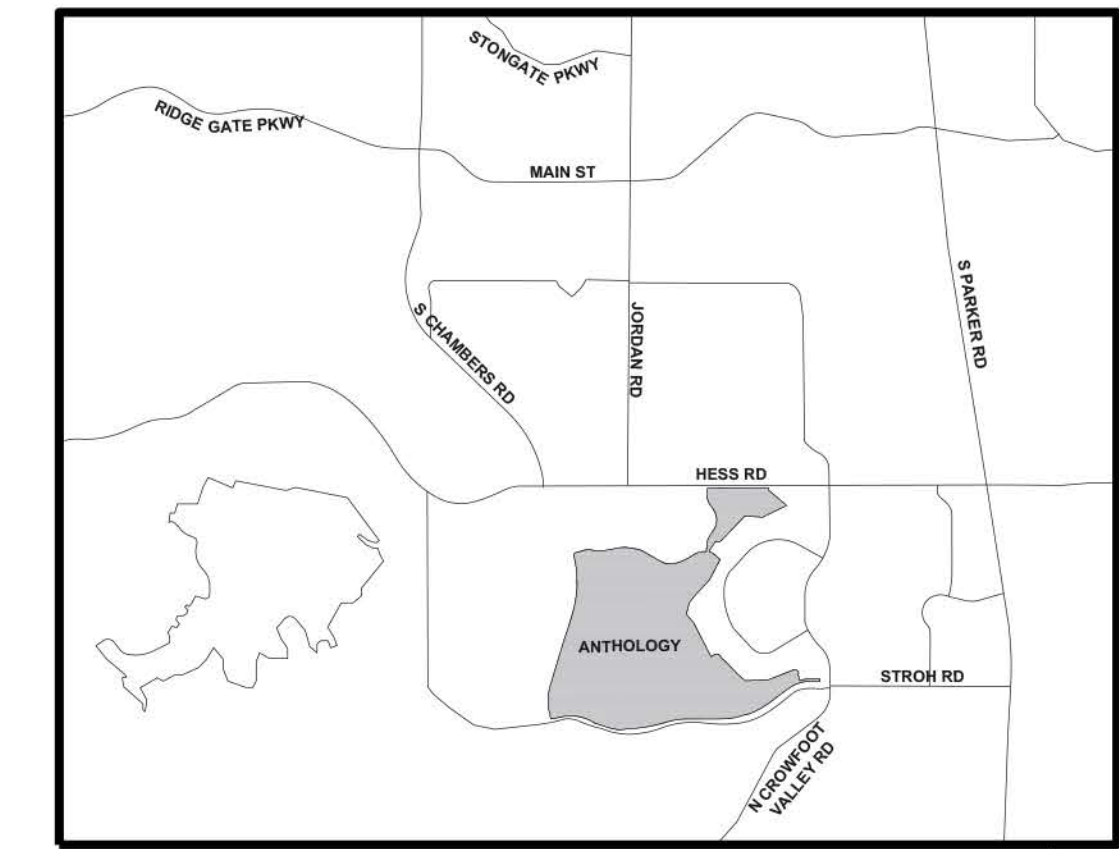
PLANNING AREA COMPARATIVE ANALYSIS

ANTHOLOGY - Estimated Lot Count By Planning Area (Updated 03-11-2020)											
Planning Area	PREVIOUS					Planning Area	PROPOSED				
	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	Gross Density	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)
PA-13	SFe	18.57	6.0	17.14	92	4.95	PA-13	SFe	17.56	4.5	16.94
PA-34	THe	10.39	6.0	6.76	45	4.33	PA-34	THe	7.94	14.0	5.95
PA-35	SFd	31.49	4.5	25.01	112	3.56	PA-35	THe	15.30	14.0	15.30
PA-36	SFd	29.99	4.5	28.37	118	3.93	PA-36	SFe	21.17	6.0	21.17
PA-37	SFd	15.16	4.5	13.94	51	3.36	PA-37	SFe	22.09	6.0	21.62
PA-38	SFe	21.00	6.0	19.01	84	4.00	PA-38	SFd	15.84	4.5	15.43
PA-39	School	12.00	-	10.76	-	-	PA-39	School	12.96	-	11.98
PA-40	THe	36.60	6.0	27.12	184	5.03	PA-40	SFe	18.39	6.0	15.65
PA-41	SFd	34.06	4.5	33.29	137	4.02	PA-41	SFd	9.60	4.5	8.99
PA-42	SFd	19.13	4.5	17.95	83	4.34	PA-42	SFd	20.77	4.5	19.73
PA-43	Park	31.86	-	31.09	-	-	PA-43	Park	34.70	-	31.79
PA-44	THe	39.04	6.0	36.91	155	3.97	PA-44	THe	33.37	14.0	32.02
PA-45	SFe	21.53	6.0	18.70	84	3.90	PA-45	SFe	30.65	6.0	29.70
PA-46	SFd	30.87	4.5	30.49	105	105	PA-46	SFe	27.69	6.0	27.58
PA-47	SFe	32.22	6.0	28.84	128	3.97	PA-47	SFd	25.72	4.5	24.64
PA-48	SFe	13.48	6.0	11.07	54	4.01	PA-48	SFe	30.22	6.0	29.44
PA-49	THe	13.38	14.0	11.95	100	7.47	PA-49	SFe	18.41	6.0	17.85
TOTAL		410.77		368.40	1,532			362.38		345.78	1,532



ANTHOLOGY NORTH SKETCH PLAN

SECTIONS 32 AND 33,
TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5, AND 6,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
DOUGLAS COUNTY, COLORADO
1,207.9 ACRES - 3,305 UNITS



VICINITY MAP

Scale: 1" = 500'

LAND SUMMARY CHART (SEG. 1A, 1B & 1C)

Type	Net Area (in Acres)	% of Total Area
Residential Lots	204.93	40.77%
Public Right-Of-Way	129.36	25.73%
Private Alley Right-Of-Way	3.23	0.64%
Open Space Tracts	109.33	21.75%
Community Park	31.36	6.24%
Neighborhood Park	12.83	2.55%
Pool Lot	0.70	0.14%
School	10.93	2.17%
Total Subdivision Area (Seg 1):	502.68	100.00%

LOT SUMMARY CHART

LOT TYPE	TOTAL UNITS
A-60'x115'	70
B-50'x115'	525
C-50'x115' (Tylor)	69
D-45'x115'	533
TOWNHOMES	
22'x60'	125
DUPLEX	
40'x100' (FL)	104
25'x80'	106
TOTAL	1532

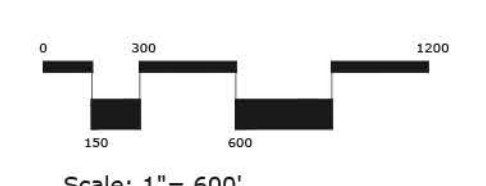
OPEN SPACE KEY

GENERAL OPEN SPACE
COMMUNITY PARK
NEIGHBORHOOD PARK

ANTHOLOGY SEGMENT 1A, 1B, 1C TRACT SUMMARY CHART

TYPE	TRACT	NET AREA (in Acres)	USE	OWNERSHIP	MAINTENANCE
SEGMENT 1A					
	C1	2.482	Open Space	HOA/District	HOA/District
	D1	1.443	Open Space	HOA/District	HOA/District
	E1	0.042	Open Space	HOA/District	HOA/District
	F1	0.416	Open Space	HOA/District	HOA/District
	G1	1.420	Open Space	HOA/District	HOA/District
	H1	7.892	Open Space	HOA/District	HOA/District
	I1	8.795	Open Space	HOA/District	HOA/District
	J1	1.669	Neighborhood Park	HOA/District	HOA/District
	K1	12.798	Open Space	HOA/District	HOA/District
	L1	4.156	Neighborhood Park	HOA/District	HOA/District
	M1	4.980	Open Space	HOA/District	HOA/District
	N1	3.000	Open Space	HOA/District	HOA/District
	O1	1.276	Open Space	HOA/District	HOA/District
	P1	0.193	Open Space	HOA/District	HOA/District
	Q1	0.182	Open Space	HOA/District	HOA/District
	R1	31.364	Community Park	HOA/District	HOA/District
	T1	3.001	Open Space	HOA/District	HOA/District
SEGMENT 1B & 1C					
	A2	20.315	Open Space	HOA/District	HOA/District
	B2	10.936	School	School District	HOA/District
	D2	0.152	Open Space	HOA/District	HOA/District
	E2	0.201	Open Space	HOA/District	HOA/District
	F2	0.239	Open Space	HOA/District	HOA/District
	G2	1.020	Open Space	HOA/District	HOA/District
	H2	1.009	Open Space	HOA/District	HOA/District
	I2	0.080	Open Space	HOA/District	HOA/District
	K2	0.473	Open Space	HOA/District	HOA/District
	L2	6.845	Open Space	HOA/District	HOA/District
	M2	0.058	Open Space	HOA/District	HOA/District
	N2	13.327	Open Space	HOA/District	HOA/District
	O2	0.521	Open Space	HOA/District	HOA/District
	P2	0.616	Open Space	HOA/District	HOA/District
	Q2	7.596	Open Space	HOA/District	HOA/District
	R2	1.345	Neighborhood Park	HOA/District	HOA/District
	S2	5.259	Open Space	HOA/District	HOA/District
	T2	1.922	Open Space	HOA/District	HOA/District
	U2	0.463	Open Space	HOA/District	HOA/District
	W2	0.037	Open Space	HOA/District	HOA/District
	X2	0.068	Open Space	HOA/District	HOA/District
	Z2	0.523	Open Space	HOA/District	HOA/District
	AA2	0.092	Open Space	HOA/District	HOA/District
	BB2	0.050	Open Space	HOA/District	HOA/District
	CC2	0.138	Open Space	HOA/District	HOA/District
	DD2	0.034	Open Space	HOA/District	HOA/District
	EE2	0.185	Open Space	HOA/District	HOA/District
	FF2	0.180	Open Space	HOA/District	HOA/District
	JJ	1.691	Neighborhood Park	HOA/District	HOA/District
	LL	1.900	Neighborhood Park	HOA/District	HOA/District
	TT	2.064	Neighborhood Park	HOA/District	HOA/District
	TOTAL	164.456			

	TOTAL	SEGMENT 1A	SEGMENT 1B & 1C	GRAND TOTAL
NEIGHBORHOOD PARKS		5.825	7.000	12.825
OPEN SPACE		47.920	61.411	109.331
COMMUNITY PARK		31.364	0.000	31.364
SCHOOL			10.936	10.936
TOTAL		85.109	79.347	164.456



LAND PLANNING:
people creating spaces
pcg group inc. www.pcggroupco.com
83.5180 Independence place
1007 16th street, denver co 80265
1.303.531.4905 / 1.303.531.4908

ENGINEERING:
CVL CONSULTANTS
10333 E. DRY CREEK RD.
#240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR:
OEO, LLC
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111

ANTHOLOGY
PARKER, COLORADO

DRAWN BY:
JP

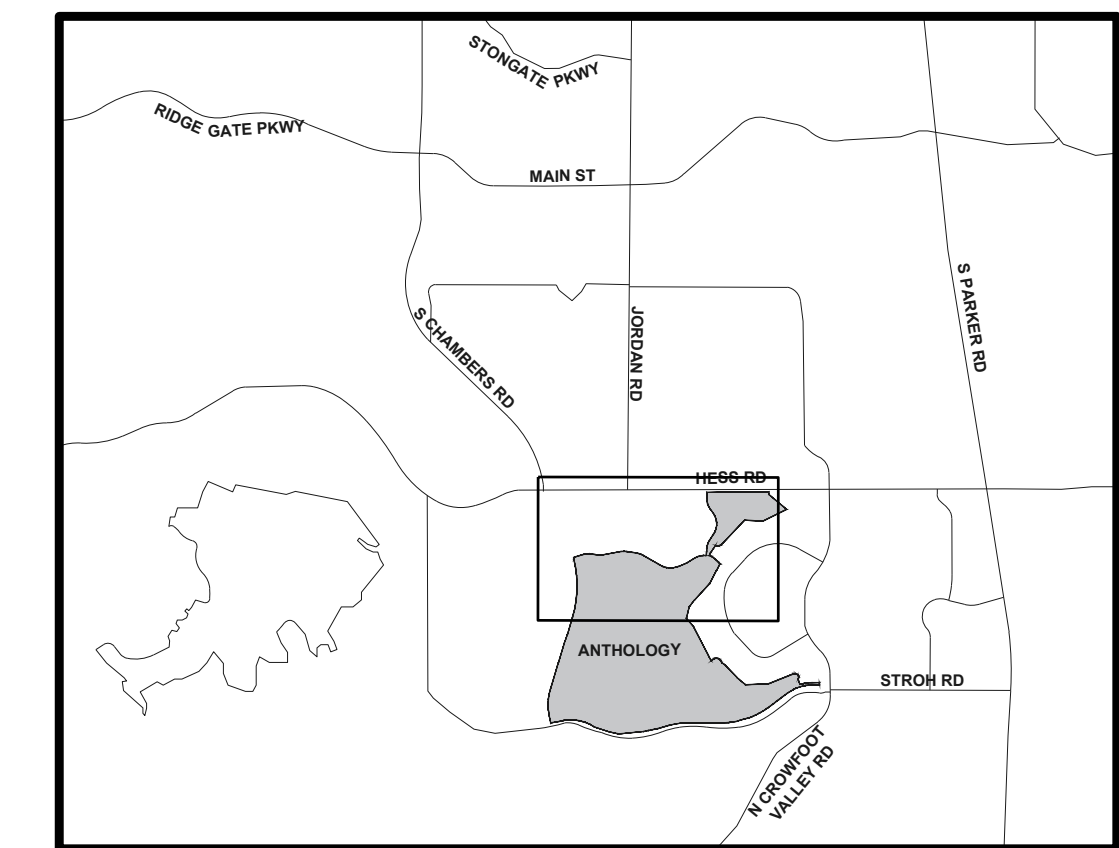
DESIGNED BY:
JP

SCALE:
AS SHOWN

SUBMITTED ON:
04/15/2021

ANTHOLOGY NORTH SKETCH PLAN

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VICINITY MAP

Scale: 1" = 5000' N

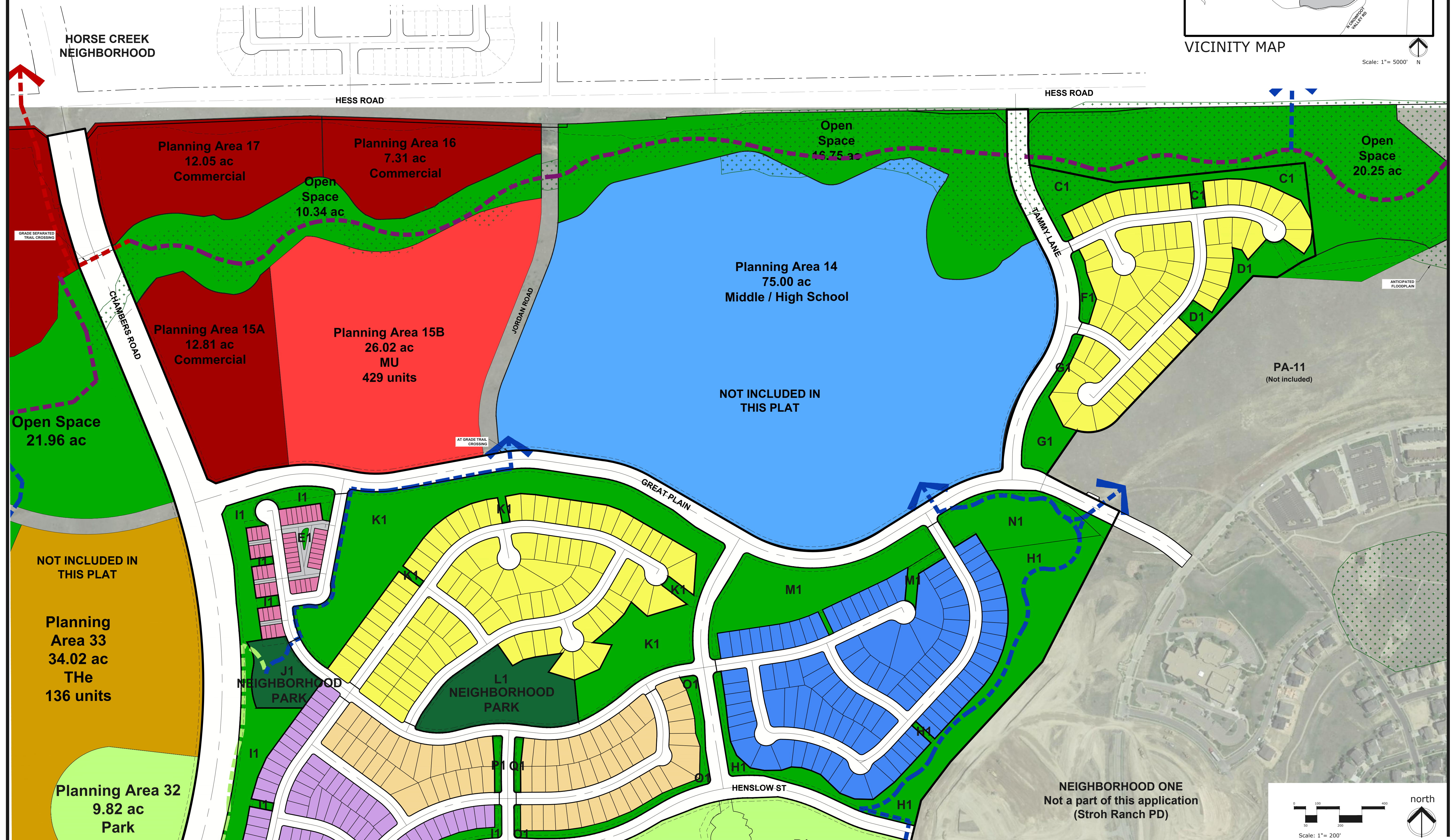
LAND PLANNING:

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#3, 3180 Independence Pkwy
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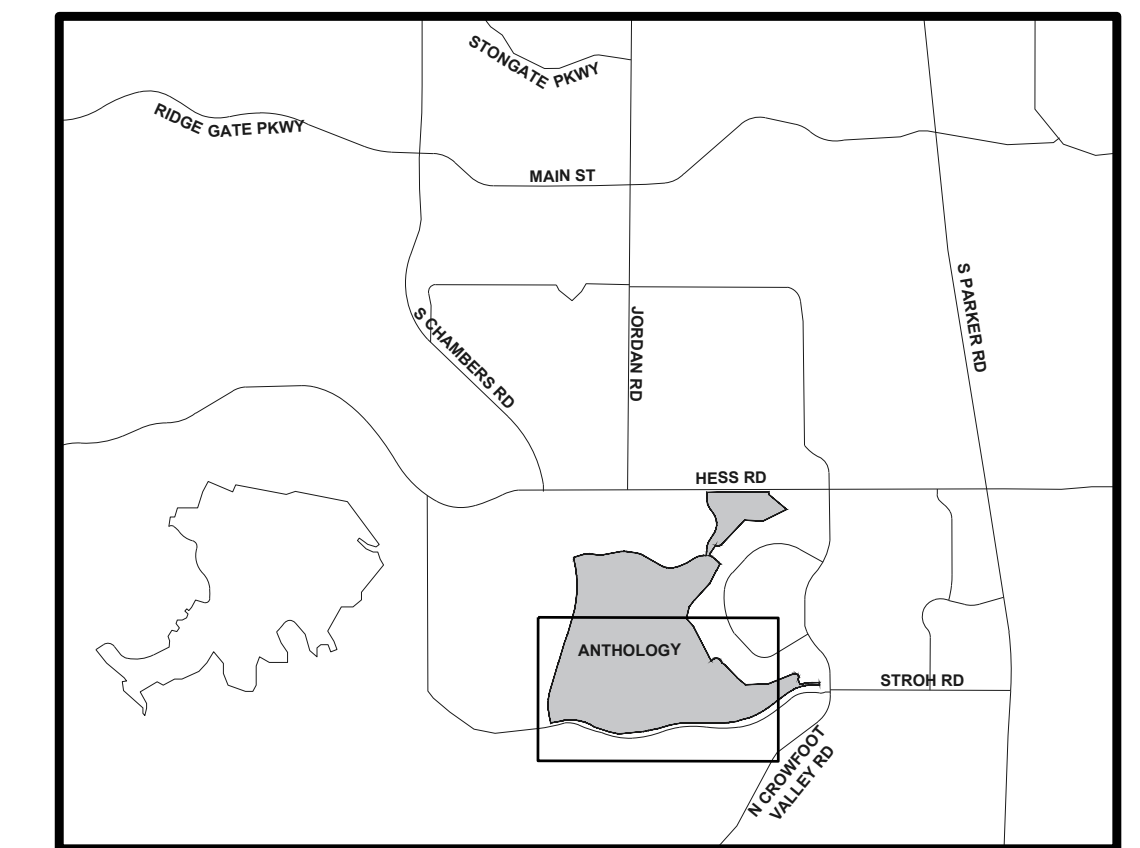
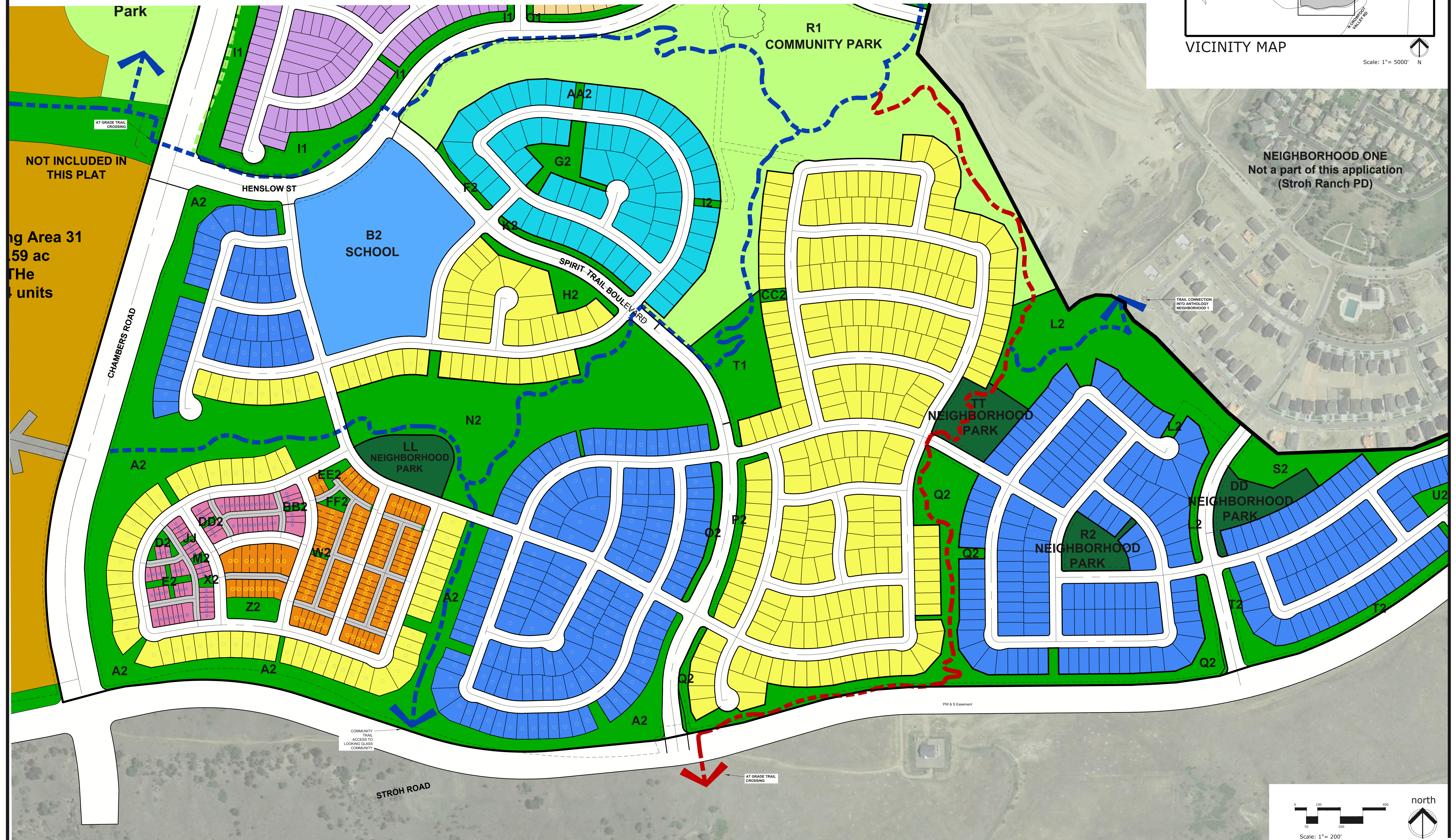


ANTHOLOGY
PARKER, COLORADO

DRAWN BY:
DESIGNED BY:
JP
SCALE:
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VICINITY MAP

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LAND PLANNING:

people creating spaces
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13, 1380 Independence pass
1007 16th street, denver, co 80265
1.303.531.4905, 1.303.531.4908

ENGINEERING:

CVL
CONSULTANTS

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PREPARED FOR:

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ANTHOLOGY
PARKER, COLORADO

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DESIGNED BY:

JP

SCALE:

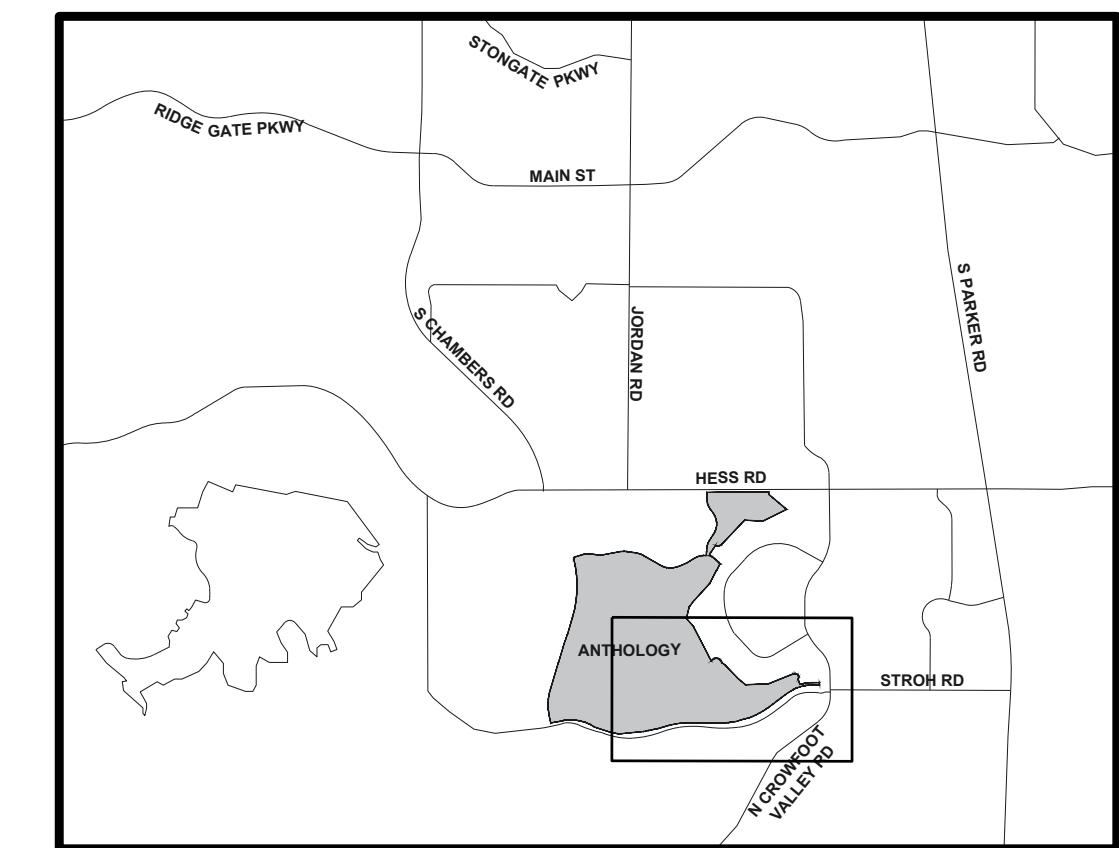
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ENGINEERING:



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ANTHOLOGY
PARKER, COLORADO

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DESIGNED BY:

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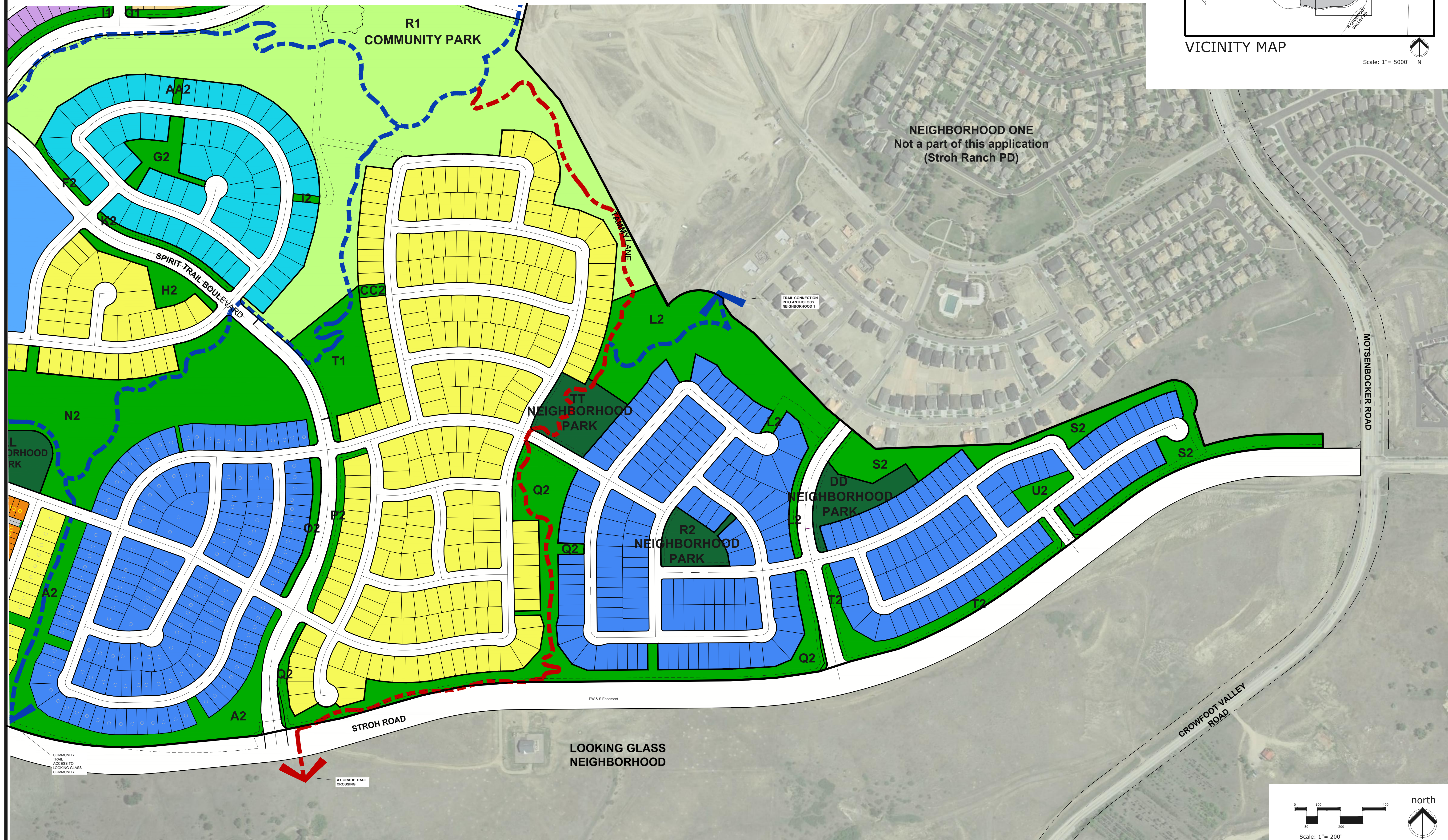
SCALE:

AS SHOWN

SUBMITTED ON:

04/15/2021

4 of 4



■ Prepared For■

E5X MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

■ Land Planning ■



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■ Engineering ■

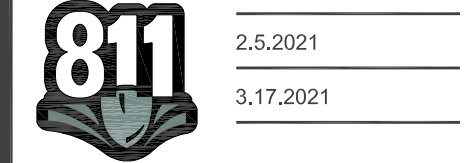


a Westwood team
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ANTHOLOGY
PARKER, COLORADO
**OPEN SPACE TRACKING EXHIBIT -
OVERALL SKETCH PLAN**
PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
 Checked by: JP
 Submittal
 Date: 3.15.2020

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



■ Sheet Name ■

**OPEN SPACE
& PARKS**
04/15/2021

■ Sheet Number ■

L0.0

OPEN SPACE TRACKING						
Segment 1 Open Space Dedication						
Acreage Anticipated per PD			Acreage Provided After Preliminary Plat 1A			Difference
1A	1B & 1C	TOTAL	1A	1B & 1C	TOTAL	
59.29	67.69	126.98	62.86	82.92	145.78	18.80
50.01	54.73	104.74	47.92	60.94	108.86	4.12
Anticipated Open Space Dedication for the Total Development Parcel						
Overall Gross Acreage Required per Annexation Agreement			Net Acreage Anticipated w/ Current Segment 1A Preliminary Plat			Difference (Exceeds Required)
240.9			277.74			36.84
OPEN SPACE & PARK TRACKING						
Segment 1 Open Space & Park Areas						
Net Acreage Anticipated per PD for both Park and Open Space			Net Acreage Provided per Preliminary Plat for both Park and Open Space			Difference
138.74			153.05			14.31
Segment 1 is providing 14.31 excess acres of combined Open Space & Park area when compared to the Net Area as anticipated in the PD.						

PER TOWN OF PARKER CODE FOR COMMON OPEN SPACE 13.07.145:

(c) AMOUNT OF COMMON OPEN SPACE REQUIRED.

(1) MINIMUM PERCENTAGE RECOMMENDED. THE TOWN WILL DETERMINE THE AMOUNT OF PUBLIC OPEN SPACE UNDER SUBSECTION 13.07.140(E) ABOVE, COMMON OPEN SPACE OR A COMBINATION OF BOTH THAT SHALL BE DEDICATED AND/OR SET ASIDE ON A CASE-BY-CASE BASIS DEPENDING UPON PROPOSED DENSITY, LOT SIZES AND CHARACTERISTICS OF THE SUBJECT LAND, WITH THE GOAL OF ACHIEVING A MINIMUM OF TWENTY PERCENT (20%) OF THE TOTAL DEVELOPMENT PARCEL AS OPEN SPACE. FOR PURPOSES OF THIS PROVISION, AS APPLIED TO PROPERTY ZONED FOR PLANNED DEVELOPMENT (PD), TOTAL DEVELOPMENT PARCEL MEANS THE TOTAL GROSS LAND AREA SUBJECT TO THE PD DEVELOPMENT GUIDE (MASTER PLAN), AND DOES NOT MEAN THE LAND AREA CONTAINED IN EACH SEPARATE FILING OF A LARGER, PHASED PLANNED DEVELOPMENT.

ANTHOLOGY SEGMENT 1			
OVERALL PHASE ONE - PARK REQUIREMENTS			
TYPE	REQUIREMENT	REQUIRED (AC)	PROVIDED (AC)
TOTAL REQUIRED PARKS	MUNICIPAL CODE	35.36	44.19
NEIGHBORHOOD PARKS			12.83
COMMUNITY PARKS			31.36
DEDICATION REQUIREMENT			
SFD/DUPLEX	0.0239 acres/unit		
MULTI-FAMILY	0.0139 acres/unit		
PLANNING AREA	HOUSING TYPE	DU'S	TOTAL PARK REQUIRED
PA-13	SFD (50'x115' typ)	69	1.65
PA-34	MULTI-FAMILY (22'x60' typ)	53	0.74
PA-35	SFA (40'x100' typ)	104	2.49
PA-36	SFD (50'x115' typ)	96	2.29
PA-37	SFD (45'x115' typ)	103	2.46
PA-38	SFD (50'x115' typ)	69	1.65
PA-40	SFD (45'x115' typ)	50	1.20
	SFD (50'x115' typ)	18	0.43
PA-41	SFD (50'x115' typ)	37	0.88
PA-42	SFD (60'x115' typ)	70	1.67
	MULTI-FAMILY (22'x60' typ)	72	1.00
PA-44	SFA (25'x80' typ)	106	2.53
	SFD (50'x115' typ)	56	1.34
PA-45	SFD (45'x115' typ)	147	3.51
PA-46	SFD (50'x115' typ)	138	3.30
PA-47	SFD (50'x115' typ)	111	2.65
PA-48	SFD (45'x115' typ)	140	3.35
PA-49	SFD (45'x115' typ)	93	2.22
Total		1,532	35.36
Total	SFD	1,407	
Total	MULTI-FAMILY	125	

ANTICIPATED OPEN SPACE FOR THE TOTAL DEVELOPMENT PARCEL		
TYPE	TRACT	NET AREA (In Acres)
SEGMENT 1A		
	C1	2.48
	D1	1.44
	E1	0.04
	F1	0.42
	G1	1.42
	H1	7.89
	I1	8.80
	K1	12.80
	M1	4.98
	N1	3.00
	O1	1.28
	P1	0.19
	Q1	0.18
	T1	3.00
SUBTOTAL		47.92
SEGMENT 1B & 1C		
	A2	20.32
	D2	0.15
	E2	0.20
	F2	0.24
	G2	1.02
	H2	1.01
	I2	0.08
	K2	0.47
	L2	6.85
	M2	0.06
	N2	13.33
	O2	0.52
	P2	0.62
	Q2	7.60
	S2	5.26
	T2	1.92
	U2	0.46
	W2	0.04
	X2	0.07
	Z2	0.05
	AA2	0.09
	BB2	0.05
	CC2	0.14
	DD2	0.03
	EE2	0.19
	FF2	0.16
	JJ	0.03
SUBTOTAL		60.94
OUTSIDE OF SKETCH PLAN		
	OS	15.76
	OS	9.71
	OS	0.44
	OS	9.55
	OS	6.83
	OS	18.09
	OS	48.06
	OS	12.46
	OS	17.66
	OS	0.37
	OS*	18.41
	OS*	10.83
	OS**	0.71
SUBTOTAL		168.88
TOTAL		277.74

*Annexation Agreement includes credit for the northeast open space area
** Additional Acreage adjacent to Planning Area 11

LOT SUMMARY CHART

TYPICAL DEPTH		TOTAL UNITS
	LOT TYPE	
	A-60'x115'	70
	B-50'x115'	525
	C-50'x115' (Tylor)	69
	D-45'x115'	533
TOWNHOMES		
	22'x60'	125
DUPLEX		
	40'x100' (FL)	104
	25'x80'	106
	TOTAL	1532

OPEN SPACE KEY



GENERAL OPEN SPACE



COMMUNITY PARK

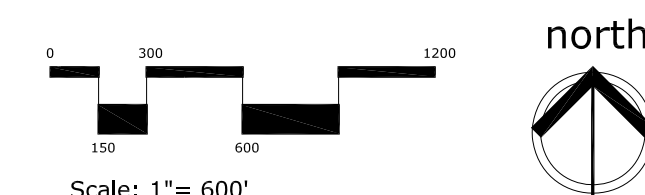


NEIGHBORHOOD PARK



THE INTENT OF THIS EXHIBIT IS TO MEMORIALIZE HOW THE OPEN SPACE COMMITMENTS ARE BEING MET WITHIN THE ANTHOLOGY COMMUNITY. PER THE ANNEXATION AGREEMENT 240.90 GROSS ACRES OF OPEN SPACE IS REQUIRED TO BE DEDICATED. THIS EXHIBIT DATED 4-15-2021 DEPICTS 277.74 NET ACRES OF OPEN SPACE THAT WOULD BE AVAILABLE FOR DEDICATION, EXCLUSIVE OF PARK AREAS. WE HAVE EXCEEDED THE REQUIRED AGREEMENT BY 36.84 ACRES.

AS MORE DETAILED PLANS ARE DEVELOPED FOR THE AREA WEST OF CHAMBERS ROAD THIS EXHIBIT WILL BE UPDATED TO ENSURE THAT THE OPEN SPACE COMMITMENTS ARE BEING MET FOR THE OVERALL PROJECT.



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 1 OF 29

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5, AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32 BEING MONUMENTED BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 28286 WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 32 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP SET BY PLS 22561 IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A MEASURED DISTANCE OF 2666.87 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°06'02" EAST, A DISTANCE OF 291.39 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD AS RECORDED IN RECEPTION NUMBER 2009012692 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, BEING THE POINT OF BEGINNING;

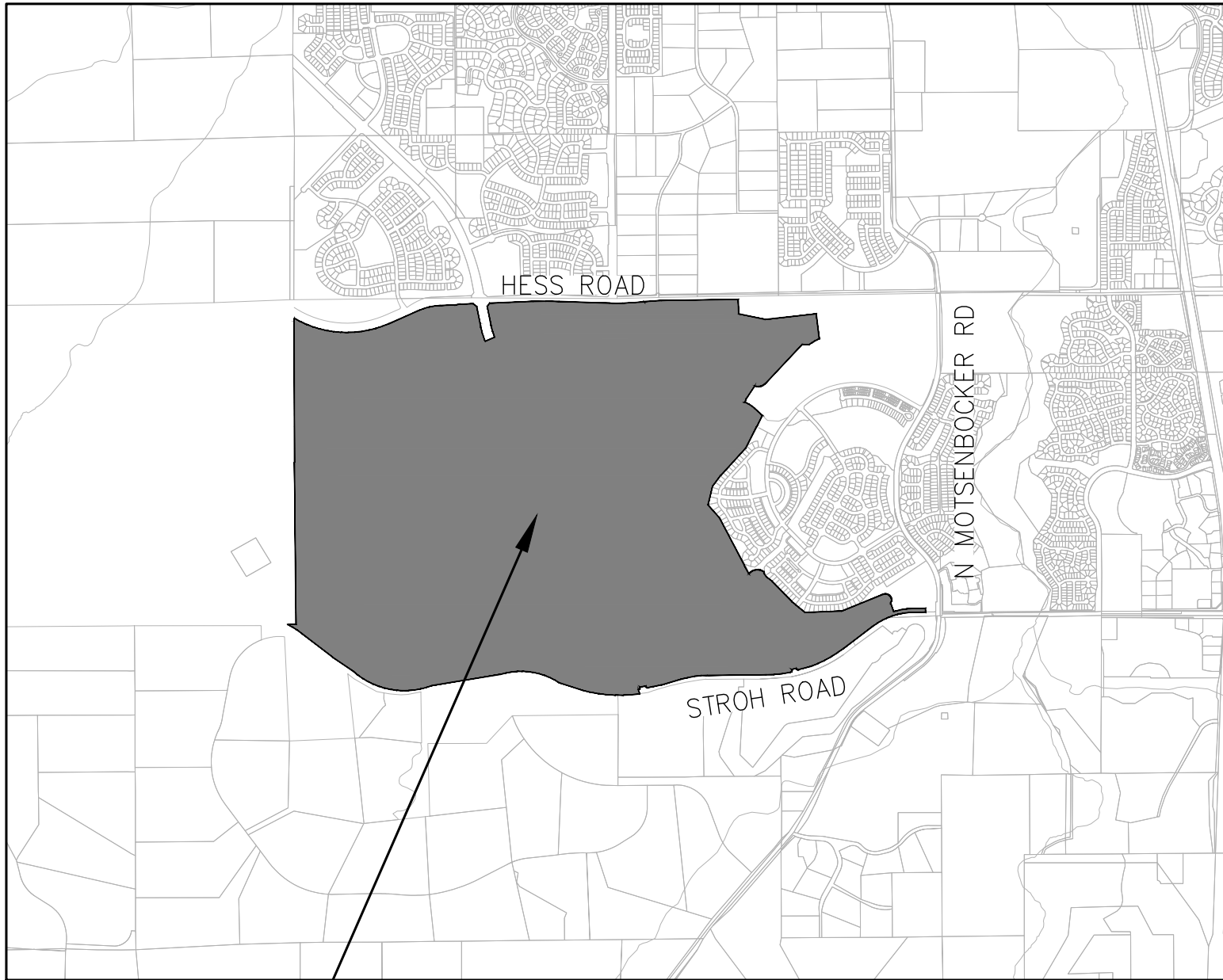
THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF HESS ROAD THE FOLLOWING TWENTY FIVE(25) COURSES:

- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1720.00 FEET, A CENTRAL ANGLE OF 53°54'17", AN ARC LENGTH OF 1618.20 FEET, THE CHORD OF WHICH BEARS SOUTH 86°45'29" EAST, A DISTANCE OF 1559.18 FEET, TO A POINT OF TANGENCY;
- THENCE NORTH 66°17'22" EAST, A DISTANCE OF 547.18 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 21°29'52", AN ARC LENGTH OF 348.94 FEET, THE CHORD OF WHICH BEARS NORTH 77°01'31" EAST, A DISTANCE OF 346.90 FEET;
- THENCE NORTH 87°45'26" EAST, A DISTANCE OF 270.77 FEET;
- THENCE NORTH 73°52'11" EAST, A DISTANCE OF 31.67 FEET;
- THENCE NORTH 87°45'49" EAST, A DISTANCE OF 244.10 FEET;
- THENCE SOUTH 51°33'09" EAST, A DISTANCE OF 75.88 FEET;
- THENCE SOUTH 10°52'07" EAST, A DISTANCE OF 323.05 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS SOUTH 11°22'38" EAST, A DISTANCE OF 22.83 FEET, TO A POINT OF COMPOUND CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 10°43'55", AN ARC LENGTH OF 240.69 FEET, THE CHORD OF WHICH BEARS SOUTH 17°10'45" EAST, A DISTANCE OF 240.34 FEET, TO A POINT OF NON-TANGENCY;
- THENCE NORTH 67°22'59" EAST, A DISTANCE OF 170.00 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 10°43'56", AN ARC LENGTH OF 208.85 FEET, THE CHORD OF WHICH BEARS NORTH 17°10'05" WEST, A DISTANCE OF 208.55 FEET, TO A POINT OF COMPOUND CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 19.81 FEET, THE CHORD OF WHICH BEARS NORTH 11°22'38" WEST, A DISTANCE OF 19.81 FEET, TO A POINT OF TANGENCY;
- THENCE NORTH 10°52'07" WEST, A DISTANCE OF 296.76 FEET;
- THENCE NORTH 38°28'36" EAST, A DISTANCE OF 65.35 FEET;
- THENCE NORTH 87°47'34" EAST, A DISTANCE OF 712.83 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5661.50 FEET, A CENTRAL ANGLE OF 04°19'26", AN ARC LENGTH OF 427.24 FEET, THE CHORD OF WHICH BEARS NORTH 89°55'39" EAST, A DISTANCE OF 427.14 FEET, TO A POINT OF TANGENCY;
- THENCE SOUTH 87°54'37" EAST, A DISTANCE OF 829.56 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2360.50 FEET, A CENTRAL ANGLE OF 03°01'06", AN ARC LENGTH OF 124.35 FEET, THE CHORD OF WHICH BEARS SOUTH 89°25'11" EAST, A DISTANCE OF 124.34 FEET, TO A POINT OF COMPOUND CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2360.50 FEET, A CENTRAL ANGLE OF 02°08'53", AN ARC LENGTH OF 88.50 FEET, THE CHORD OF WHICH BEARS NORTH 88°00'48" EAST, A DISTANCE OF 88.50 FEET, TO A POINT OF TANGENCY;
- THENCE NORTH 86°56'22" EAST, A DISTANCE OF 352.50 FEET;
- THENCE NORTH 03°03'38" WEST, A DISTANCE OF 7.50 FEET;
- THENCE NORTH 86°56'22" EAST, A DISTANCE OF 290.82 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2945.00 FEET, A CENTRAL ANGLE OF 02°19'17", AN ARC LENGTH OF 119.33 FEET, THE CHORD OF WHICH BEARS NORTH 88°05'50" EAST, A DISTANCE OF 119.32 FEET, TO A POINT OF TANGENCY;
- THENCE NORTH 89°15'27" EAST, A DISTANCE OF 1139.68 FEET, TO THE NORTHWEST CORNER OF TRACT N, SUNMARKE FILING NO. 1A RECORDED AT RECEPTION NO. 20200206777 IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EXTERIOR BOUNDARY OF SUNMARKE FILING NO. 1A RECORDED AT RECEPTION NO. 20200206777 IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE THE FOLLOWING SEVENTEEN(17) COURSES:

- THENCE SOUTH 01°31'33" EAST, A DISTANCE OF 235.08 FEET;
- THENCE SOUTH 77°48'21" EAST, A DISTANCE OF 445.82 FEET;
- THENCE NORTH 83°44'15" EAST, A DISTANCE OF 845.21 FEET;
- THENCE SOUTH 06°40'12" EAST, A DISTANCE OF 413.80 FEET;
- THENCE SOUTH 65°33'49" WEST, A DISTANCE OF 67.52 FEET;
- THENCE SOUTH 58°33'38" WEST, A DISTANCE OF 65.91 FEET;
- THENCE SOUTH 57°11'36" WEST, A DISTANCE OF 61.94 FEET;
- THENCE NORTH 86°57'34" WEST, A DISTANCE OF 107.52 FEET;
- THENCE SOUTH 43°24'16" WEST, A DISTANCE OF 865.45 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 67°56'30", AN ARC LENGTH OF 207.52 FEET, THE CHORD OF WHICH BEARS SOUTH 72°57'10" WEST, A DISTANCE OF 195.57 FEET, TO A POINT OF NON-TANGENCY;
- THENCE SOUTH 34°13'40" WEST, A DISTANCE OF 242.54 FEET;
- THENCE SOUTH 22°24'09" WEST, A DISTANCE OF 69.76 FEET;
- THENCE SOUTH 67°27'35" EAST, A DISTANCE OF 22.58 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 20°57'22", AN ARC LENGTH OF 170.07 FEET, THE CHORD OF WHICH BEARS SOUTH 57°02'51" EAST, A DISTANCE OF 169.13 FEET, TO A POINT OF TANGENCY;
- THENCE SOUTH 46°37'36" EAST, A DISTANCE OF 125.80 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 03°44'11", AN ARC LENGTH OF 21.85 FEET, THE CHORD OF WHICH BEARS SOUTH 48°26'41" EAST, A DISTANCE OF 21.84 FEET;

TOTAL ACREAGE = 1092.721 ACRES, 495 LOTS, 24 TRACTS



PROPERTY
LOCATION

VICINITY MAP
SCALE: 1" = 2500'

LEGAL DESCRIPTION: (CONTINUED)

17. THENCE SOUTH 46°17'42" EAST, A DISTANCE OF 25.23 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18A RECORDED IN RECEPTION NUMBER 2003022326 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 27°14'29" WEST, A DISTANCE OF 203.54 FEET, ALONG THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18A, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B RECORDED IN RECEPTION NUMBER 2003092248 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B THE FOLLOWING SIX(6) COURSES:

- THENCE SOUTH 27°16'26" WEST, A DISTANCE OF 405.89 FEET;
- THENCE SOUTH 42°38'10" WEST, A DISTANCE OF 600.62 FEET;
- THENCE SOUTH 37°09'18" WEST, A DISTANCE OF 217.28 FEET;
- THENCE SOUTH 13°57'41" WEST, A DISTANCE OF 318.92 FEET;
- THENCE SOUTH 41°04'26" EAST, A DISTANCE OF 298.72 FEET;
- THENCE SOUTH 27°30'01" EAST, A DISTANCE OF 875.15 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C RECORDED IN RECEPTION NUMBER 2003092246 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C THE FOLLOWING SEVEN(7) COURSES:

- THENCE SOUTH 27°38'24" EAST, A DISTANCE OF 154.56 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 91°00'00", AN ARC LENGTH OF 277.94 FEET, THE CHORD OF WHICH BEARS NORTH 81°49'53" EAST, A DISTANCE OF 249.64 FEET, TO A POINT OF NON-TANGENCY;
- THENCE SOUTH 00°01'28" WEST, A DISTANCE OF 23.45 FEET;
- THENCE SOUTH 34°28'50" EAST, A DISTANCE OF 67.93 FEET;
- THENCE SOUTH 52°43'50" EAST, A DISTANCE OF 120.48 FEET;
- THENCE SOUTH 44°01'05" EAST, A DISTANCE OF 468.59 FEET;
- THENCE SOUTH 50°21'26" EAST, A DISTANCE OF 74.03 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17B RECORDED IN RECEPTION NUMBER 2003092244 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17B THE FOLLOWING SEVEN(7) COURSES:

- THENCE SOUTH 50°20'35" EAST, A DISTANCE OF 202.74 FEET;
- THENCE NORTH 87°51'45" EAST, A DISTANCE OF 600.61 FEET;
- THENCE NORTH 68°12'25" EAST, A DISTANCE OF 738.35 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 140°35'51", AN ARC LENGTH OF 245.39 FEET, THE CHORD OF WHICH BEARS SOUTH 41°34'12" EAST, A DISTANCE OF 188.29 FEET, TO A POINT OF NON-TANGENCY;
- THENCE SOUTH 17°47'54" EAST, A DISTANCE OF 149.91 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 17°21'56", AN ARC LENGTH OF 333.40 FEET, THE CHORD OF WHICH BEARS NORTH 80°52'52" EAST, A DISTANCE OF 332.12 FEET, TO A POINT OF TANGENCY;
- THENCE NORTH 89°38'32" EAST, A DISTANCE OF 196.43 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17B, 1ST AMENDMENT RECORDED IN RECEPTION NUMBER 2006085225 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00°06'36" EAST, A DISTANCE OF 63.31 FEET, TO THE NORTHERLY LINE OF STROH ROAD RIGHT OF WAY RECORDED IN RECEPTION NUMBER 2020011918 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE NORTHERLY LINE OF STROH ROAD RIGHT OF WAY RECORDED IN RECEPTION NUMBER 2020011918 AT THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, THE FOLLOWING TWENTY ONE(21) COURSES:

- THENCE SOUTH 89°34'45" WEST, A DISTANCE OF 190.37 FEET, TO A POINT OF CURVATURE;

LEGAL DESCRIPTION: (CONTINUED)

- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1130.00 FEET, A CENTRAL ANGLE OF 36°40'57", AN ARC LENGTH OF 723.46 FEET, THE CHORD OF WHICH BEARS SOUTH 71°14'16" WEST, A DISTANCE OF 711.17 FEET, TO A POINT OF TANGENCY;
- THENCE SOUTH 52°53'48" WEST, A DISTANCE OF 606.69 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2140.00 FEET, A CENTRAL ANGLE OF 16°18'53", AN ARC LENGTH OF 609.36 FEET, THE CHORD OF WHICH BEARS SOUTH 61°03'15" WEST, A DISTANCE OF 607.30 FEET, TO A POINT OF NON-TANGENCY;
- THENCE SOUTH 75°57'33" WEST, A DISTANCE OF 141.86 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2128.00 FEET, A CENTRAL ANGLE OF 01°56'37", AN ARC LENGTH OF 72.18 FEET, THE CHORD OF WHICH BEARS SOUTH 73°58'45" WEST, A DISTANCE OF 72.18 FEET, TO A POINT OF REVERSE CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 91°51'42", AN ARC LENGTH OF 48.10 FEET, THE CHORD OF WHICH BEARS NORTH 59°06'49" WEST, A DISTANCE OF 43.11 FEET, TO A POINT OF NON-TANGENCY;
- THENCE SOUTH 76°49'19" WEST, A DISTANCE OF 77.00 FEET;
- THENCE SOUTH 13°10'41" EAST, A DISTANCE OF 12.01 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 91°51'42", AN ARC LENGTH OF 48.10 FEET, THE CHORD OF WHICH BEARS SOUTH 32°45'08" WEST, A DISTANCE OF 43.11 FEET, TO A POINT OF COMPOUND CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2140.00 FEET, A CENTRAL ANGLE OF 10°49'29", AN ARC LENGTH OF 404.30 FEET, THE CHORD OF WHICH BEARS SOUTH 84°05'41" WEST, A DISTANCE OF 403.70 FEET, TO A POINT OF TANGENCY;
- THENCE SOUTH 89°30'25" WEST, A DISTANCE OF 963.00 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 15°35'50", AN ARC LENGTH OF 424.67 FEET, THE CHORD OF WHICH BEARS SOUTH 81°42'30" WEST, A DISTANCE OF 423.36 FEET, TO A POINT OF TANGENCY;
- THENCE SOUTH 73°54'35" WEST, A DISTANCE OF 352.10 FEET;
- THENCE SOUTH 79°03'41" WEST, A DISTANCE OF 143.41 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1428.00 FEET, A CENTRAL ANGLE OF 03°08'57", AN ARC LENGTH OF 78.49 FEET, THE CHORD OF WHICH BEARS SOUTH 77°29'34" WEST, A DISTANCE OF 78.48 FEET, TO A POINT OF REVERSE CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 92°54'36", AN ARC LENGTH OF 48.65 FEET, THE CHORD OF WHICH BEARS NORTH 54°28'18" WEST, A DISTANCE OF 43.49 FEET, TO A POINT OF NON-TANGENCY;
- THENCE SOUTH 81°59'22" WEST, A DISTANCE OF 101.00 FEET;
- THENCE SOUTH 08°00'38" EAST, A DISTANCE OF 11.28 FEET, TO A POINT OF CURVATURE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 92°26'55", AN ARC LENGTH OF 48.41 FEET, THE CHORD OF WHICH BEARS SOUTH 38°12'30" WEST, A DISTANCE OF 43.32 FEET, TO A POINT OF NON-TANGENCY;
- THENCE SOUTH 21°36'04" EAST, A DISTANCE OF 73.32 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2408.42 FEET, A CENTRAL ANGLE OF 22°25'00", AN ARC LENGTH OF 942.28 FEET, THE CHORD OF WHICH BEARS NORTH 86°34'49" WEST, A DISTANCE OF 936.29 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 71°45'58" WEST, A DISTANCE OF 415.03 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1142.75 FEET, A CENTRAL ANGLE OF 50°07'58", AN ARC LENGTH OF 999.88 FEET, THE CHORD OF WHICH BEARS NORTH 81°55'21" WEST, A DISTANCE OF 968.29 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 80°43'00" WEST, A DISTANCE OF 1141.39 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1265.85 FEET, A CENTRAL ANGLE OF 62°34'31", AN ARC LENGTH OF 1382.49 FEET, THE CHORD OF WHICH BEARS NORTH 79°47'39" WEST, A DISTANCE OF 1314.80 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 55°36'13" WEST, A DISTANCE OF 412.45 FEET;

THENCE NORTH 52°22'07" WEST, A DISTANCE OF 651.77 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1335.23 FEET, A CENTRAL ANGLE OF 11°18'28", AN ARC LENGTH OF 263.52 FEET, THE CHORD OF WHICH BEARS NORTH 58°01'11" WEST, A DISTANCE OF 263.09 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN;

THENCE NORTH 89°05'33" EAST, A DISTANCE OF 135.95 FEET, ALONG THE SOUTH LINE OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF SAID SECTION 32;

THENCE NORTH 00°30'37" WEST, A DISTANCE OF 2662.22 FEET, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, TO THE WEST QUARTER CORNER OF SAID SECTION 32;

THENCE NORTH 00°06'02" WEST, A DISTANCE OF 2368.20 FEET, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, TO THE POINT OF BEGINNING.

SHEET INDEX

SHEET 1	COVER SHEET, LEGAL DESCRIPTION
SHEET 2	NOTES, TRACT / LOT SUMMARY TABLES
SHEET 3	OVERALL SHEET
SHEET 4	SHEET LAYOUT
SHEETS 5-28	PLAT SHEETS
SHEET 29	LINE AND CURVE TABLES

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 2 OF 29

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-506, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CVL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, CVL, A WESTWOOD TEAM RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 450-H0580435-023-CN4, AMENDMENT NO. 3, ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF AUGUST 3, 2020.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 32 BY A 3-1/4" ALUMINUM CAP STAMPED LS 28286 AND AT THE NORTH QUARTER CORNER OF SAID SECTION 32 BY A 3-1/4" ALUMINUM CAP STAMPED PLS 22561 BEING ASSUMED TO BEAR NORTH 89°24'39" EAST, 2666.87 FEET.
5. BENCHMARK: NGS MONUMENT DESIGNATION ROBERTS (PID D07271) BEING A FOUND 3-1/4 INCH DIAMETER DOUGLAS COUNTY GIS ALUMINUM DISK SET IN CONCRETE. THE MONUMENT IS LOCATED AT THE END OF WATERMARK LANE NEAR THE INTERSECTION OF WATERMARK LANE AND WEST STEPPING STONE CIRCLE. THE ELEVATION IS 6042.30 FEET. DATUM IS NAVD88. ORTHOMETRIC HEIGHT WAS DETERMINED FROM ADDING THE GEOD HEIGHT TO THE ELLIPSOID HEIGHT OF THE PUBLISHED NGS DATASHEET ON 11/13/2019.
6. BLANKET DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS C, D, H, I, J, K, L, M, AND R FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
7. TRACTS A, B, AND S ARE HEREBY ESTABLISHED AS PARCELS TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS: AT SUCH TIME AS A REPLAT IS APPROVED FOR THIS TRACT. PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NO LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED.
8. TRACTS C, D, E, F, G, H, I, K, M, N, O, P, Q AND T ARE HEREBY ESTABLISHED AS OPEN SPACE TRACTS. NO PORTION OF THESE TRACTS SHALL BE DEVELOPED, WHICH INCLUDES SURFACE IMPROVEMENTS OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, WITH THE EXCEPTION OF UNDERGROUND UTILITY EASEMENTS WHICH INCLUDE THE INSTALLATION OF UNDERGROUND UTILITIES TO CONNECT PLANNING AREAS WITH UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, WATER AND SEWER MAINS, STORMWATER MAINS, ELECTRICAL, NATURAL GAS, TELEPHONE AND CABLE TELEVISION AND AS IDENTIFIED WITHIN THE ASSOCIATED SUBDIVISION AGREEMENT APPROVED BY THE TOWN OF PARKER AS PART OF ANTHOLOGY PRELIMINARY PLAT 1A.
9. THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS SIDEWALK & UTILITY EASEMENTS AND AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDED, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHT ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.
10. NON-EXCLUSIVE 6 FOOT, 10-FOOT, AND 15- FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
11. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
12. ALL 30' AND 50' PARKER WATER & SANITATION DISTRICT UTILITY EASEMENTS ARE DEDICATED TO PARKER WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
13. MONUMENT SIGN, MASONARY FENCE COLOMNS WINDOW WELLS, DECKS, COUNTERFORTS,RETAINING WALLS AND THEIR COMPONENTS MAY NOT ENCROACH INTO UTILITY EASEMENTS.
14. THE OVERALL DEVELOPMENT OF THE PLANNED DEVELOPMENT IS REQUIRED TO MEET THE CONDITIONS SET FOURTH IN THE ANNEXATION AGREEMENT.
15. THERE ARE A TOTAL OF 495 LOTS AND 24 TRACTS IN ANTHOLOGY PRELIMINARY PLAN 1A.

TRACT SUMMARY TABLE

TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	19,356,178 S.F.	444.357 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
B	6,425,595 S.F.	147.511 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
C	108,096 S.F.	2.482 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
D	62,853 S.F.	1.443 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
E	1,815 S.F.	0.042 AC	LANDSCAPE / OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
F	18,125 S.F.	0.416 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
G	61,864 S.F.	1.420 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
H	343,792 S.F.	7.892 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
I	383,127 S.F.	8.795 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
J	72,712 S.F.	1.669 AC	PARK / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
K	557,466 S.F.	12.798 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
L	181,051 S.F.	4.156 AC	PARK / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
M	216,940 S.F.	4.980 AC	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
N	130,662 S.F.	3.000 AC	WELL SITE / OPEN SPACE	METRO DISTRICT	METRO DISTRICT
O	55,599 S.F.	1.276 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
P	8,420 S.F.	0.193 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
Q	7,907 S.F.	0.182 AC	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
R	1,366,201 S.F.	31.364 AC	PARK / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
S	12,166,904 S.F.	279.314 AC	FUTURE RESIDENTIAL DEVELOPMENT	OWNER/DEVELOPER	OWNER/DEVELOPER
T	130,715 S.F.	3.001 AC	WELL SITE / OPEN SPACE	METRO DISTRICT	METRO DISTRICT
U	1,980 S.F.	0.045 AC	ACCESS / UTILITIES	METRO DISTRICT	METRO DISTRICT
V	1,980 S.F.	0.045 AC	ACCESS / UTILITIES	METRO DISTRICT	METRO DISTRICT
W	1,982 S.F.	0.046 AC	ACCESS / UTILITIES	METRO DISTRICT	METRO DISTRICT
X	20,825 S.F.	0.478 AC	ACCESS / UTILITIES	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY CHART

TYPE	SQ. FT.	AREA	% OF TOTAL AREA
SINGLE FAMILY RESIDENTIAL LOTS	2,885,551 S.F.	66.243 AC	6.06%
MULTI-FAMILY LOTS	78,510 S.F.	1.803 AC	0.17%
POOL LOT	30,668 S.F.	0.704 AC	0.06%
FUTURE RESIDENTIAL DEVELOPMENT	37,948,677 S.F.	871.182 AC	79.72%
OPEN SPACE AREAS	2,087,381 S.F.	47.920 AC	4.39%
PARK LAND	1,619,964 S.F.	37.189 AC	3.40%
ACCESS	26,767 S.F.	0.614 AC	0.06%
ROAD RIGHTS OF WAY	2,921,388 S.F.	67.066 AC	6.14%
TOTAL	47,598,906 S.F.	1092.721 AC	100%

UNIT COUNT TABLE

PLANNING AREA	HOUSING TYPE	DU'S
PA-13	SFD (50'x115' typ)	69
PA-34	MULTI-FAMILY (22'x60' typ)	53
PA-35	SFA (40'x100' typ)	104
PA-36	SFD (50'x115' typ)	96
PA-37	SFD (50'x115' typ)	103
PA-38	SFD (45'x115' typ)	69
TOTAL		494
TOTAL	SFD	441
TOTAL	MULTI-FAMILY	53

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TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 3 OF 29

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
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- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- S.F. SQUARE FEET
- AC ACRES
- R.O.W. RIGHT OF WAY
- SECTION LINE, TYPICAL
- PARCEL BOUNDARY LINE, TYPICAL

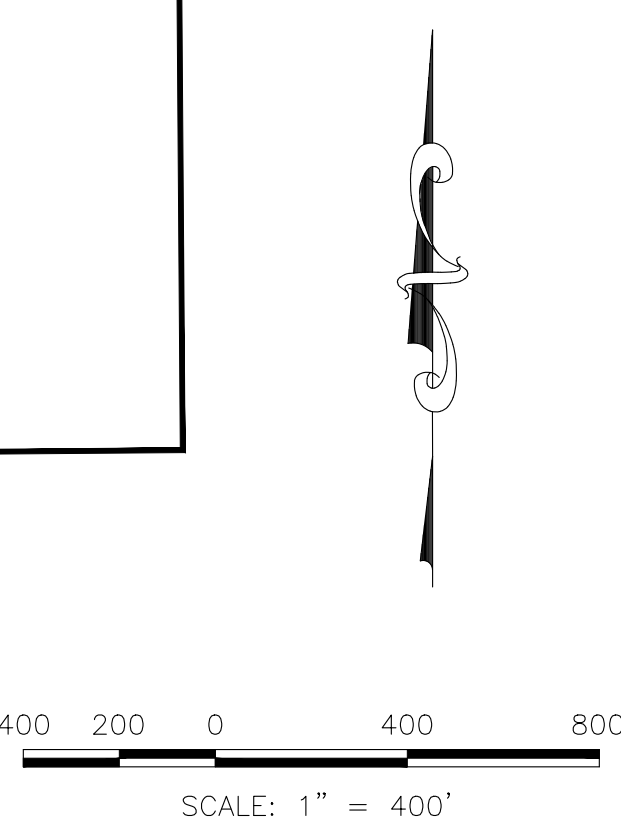
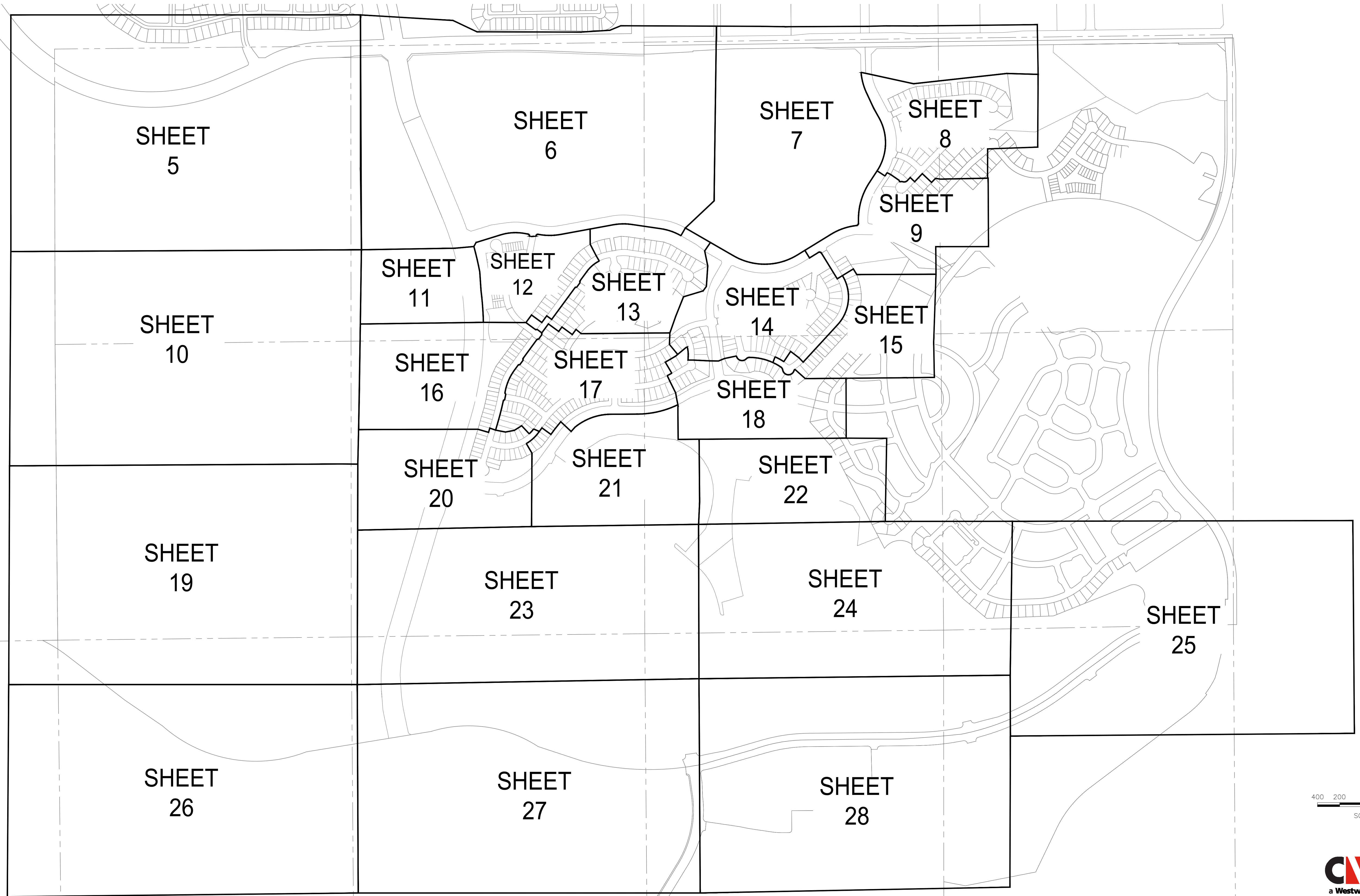
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	930.00'	21°29'52"	348.94'	N77°01'31"E	346.90'
C2	1285.00'	101°05"	22.83'	S11°22'38"E	22.83'
C3	1285.00'	10°43'55"	240.69'	S17°10'45"E	240.34'
C4	1115.00'	10°43'56"	208.85'	N17°10'05"W	208.55'
C5	1115.00'	101°05"	19.81'	N11°22'38"W	19.81'
C6	5661.50'	4°19'26"	427.24'	N89°55'39"E	427.14'
C7	2360.50'	3°01'06"	124.35'	S89°25'11"E	124.34'
C8	2360.50'	2°08'53"	88.50'	N88°00'48"E	88.50'
C9	2945.00'	2°19'17"	119.33'	N88°05'50"E	119.32'
C10	465.00'	20°57'22"	170.07'	S57°02'51"E	169.13'
C11	335.00'	3°44'11"	21.85'	S48°26'41"E	21.84'
C12	175.00'	91°00'00"	277.94'	N81°49'53"E	249.64'
C13	100.00'	140°35'51"	245.39'	S41°34'12"E	188.29'
C14	1100.00'	17°21'56"	333.40'	N80°52'52"E	332.12'
C15	2128.00'	1°56'37"	72.18'	S73°58'45"W	72.18'
C16	30.00'	91°51'42"	48.10'	N59°06'49"W	43.11'
C17	30.00'	91°51'42"	48.10'	S32°45'08"W	43.11'
C18	1428.00'	3°08'57"	78.49'	S77°29'34"W	78.48'
C19	30.00'	92°54'36"	48.65'	N54°28'18"W	43.49'
C20	30.00'	92°26'55"	48.41'	S38°12'30"W	43.32'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N87°45'49"E	244.10'
L2	S51°33'09"E	75.88'
L3	S10°52'07"E	323.05'
L4	N10°52'07"W	296.76'
L5	N38°28'36"E	65.35'
L6	N86°56'22"E	352.50'
L7	N03°03'38"W	7.50'
L8	S46°37'36"E	125.80'
L9	S00°01'28"W	23.45'
L10	N89°35'32"E	196.43'
L11	S00°06'36"E	63.31'
L12	S89°34'45"W	190.37'
L13	S21°36'04"E	73.32'

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SCALE: 1" = 500'

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

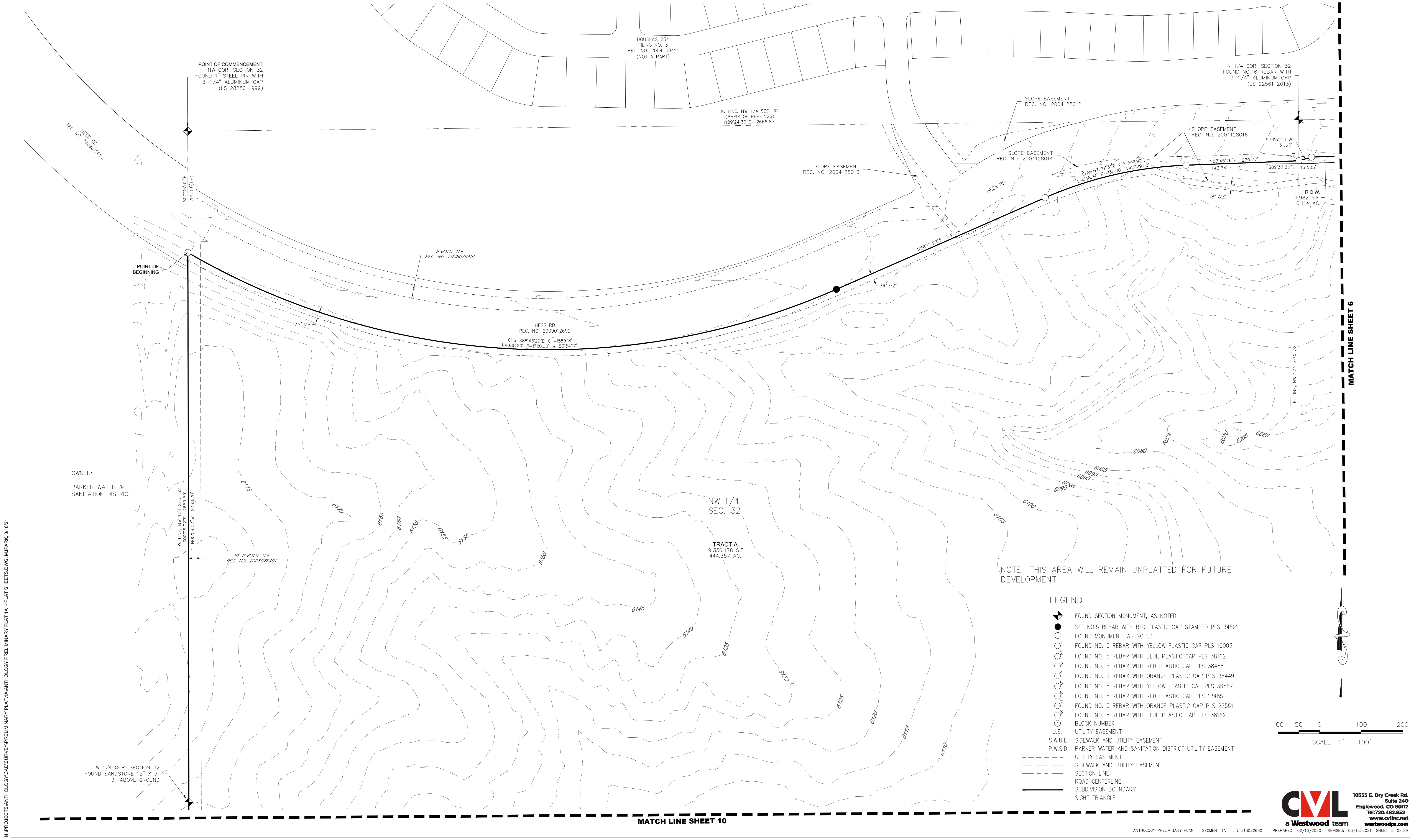
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TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 4 OF 29



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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

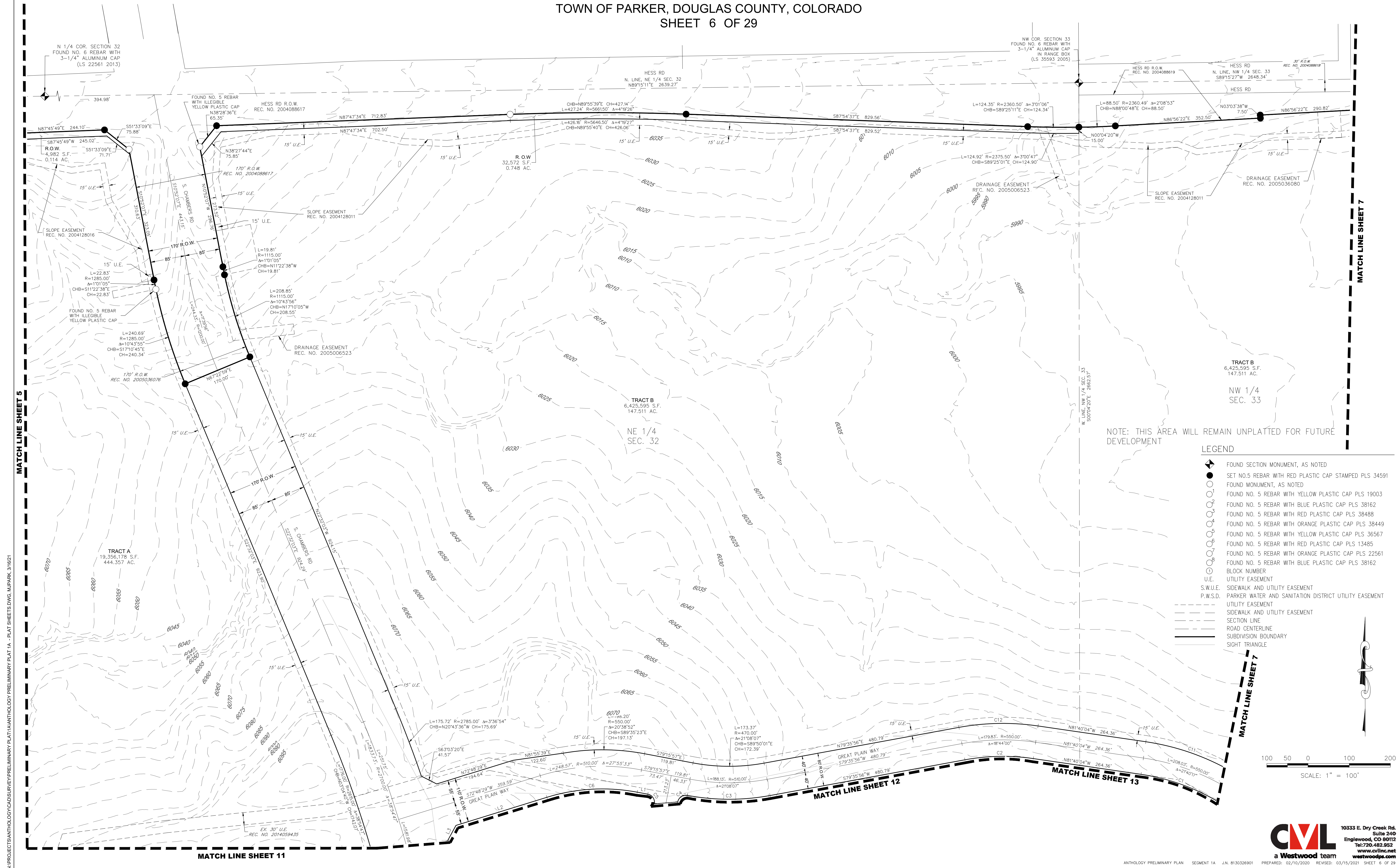
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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

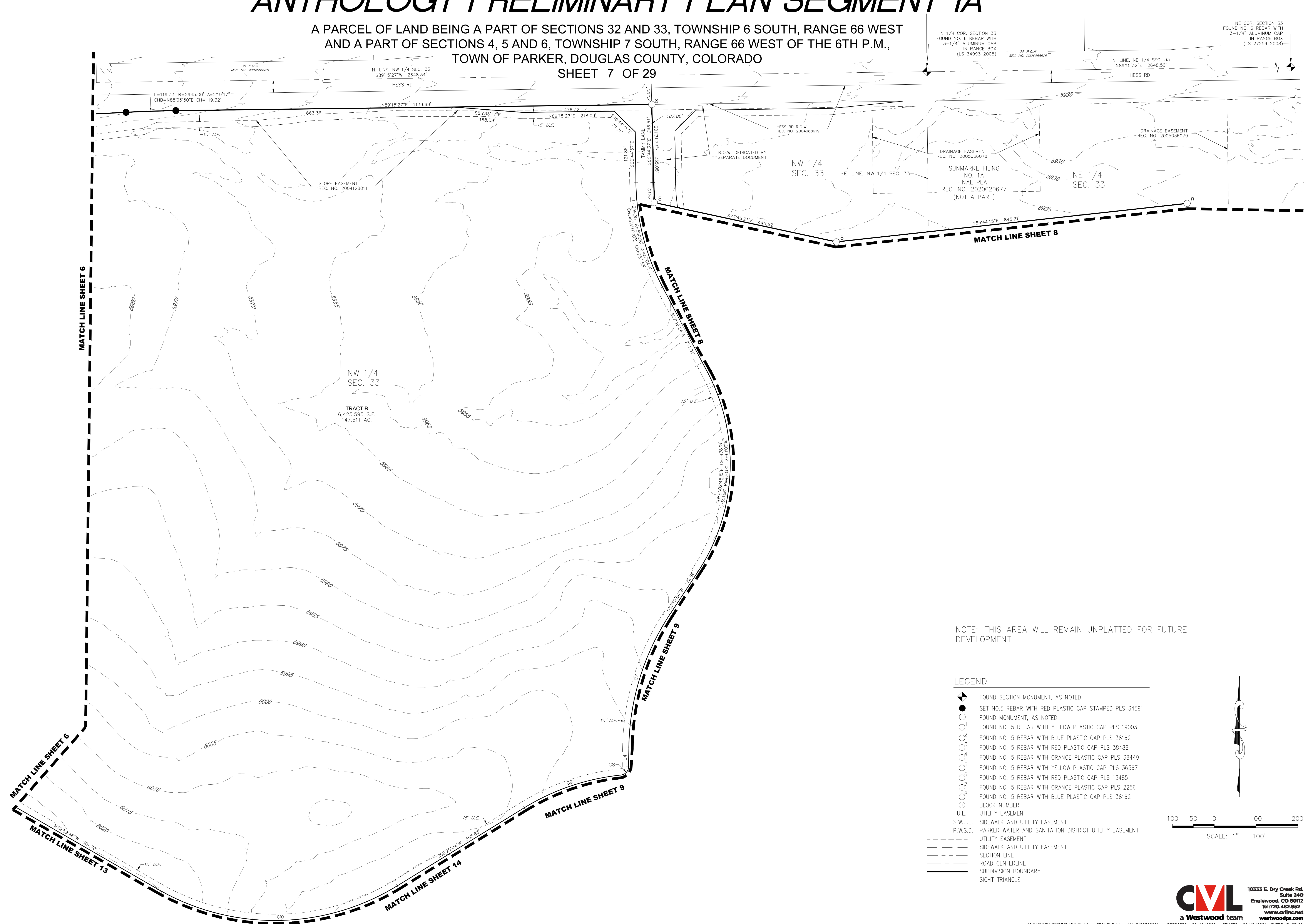
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SHEET 6 OF 29



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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

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TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 7 OF 29



NOTE: THIS AREA WILL REMAIN UNPLATTED FOR FUTURE DEVELOPMENT

LEGEND

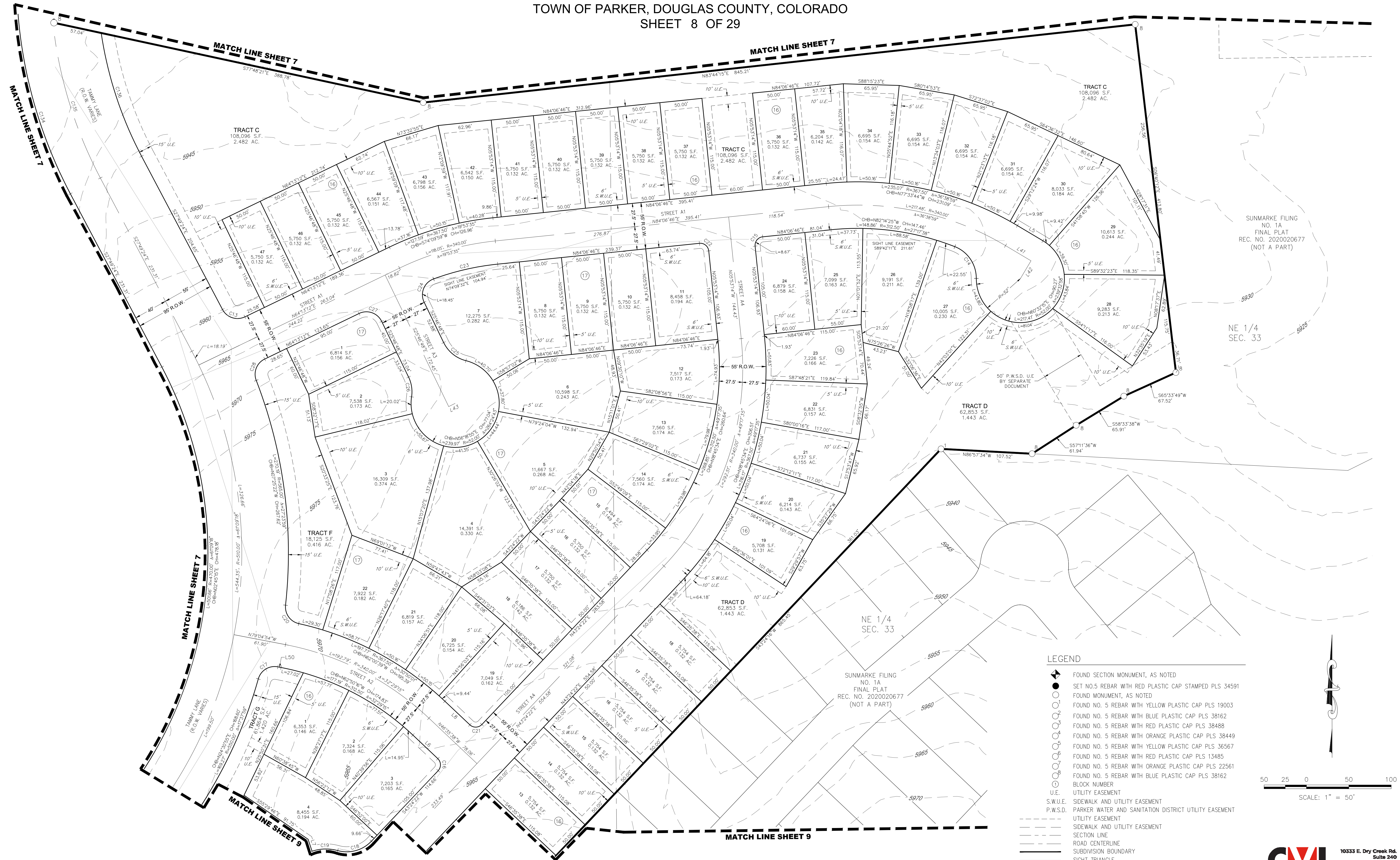
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- FOUND MONUMENT, AS NOTED
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- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

100 50 0 100 200
SCALE: 1" = 100'

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westwoodps.com

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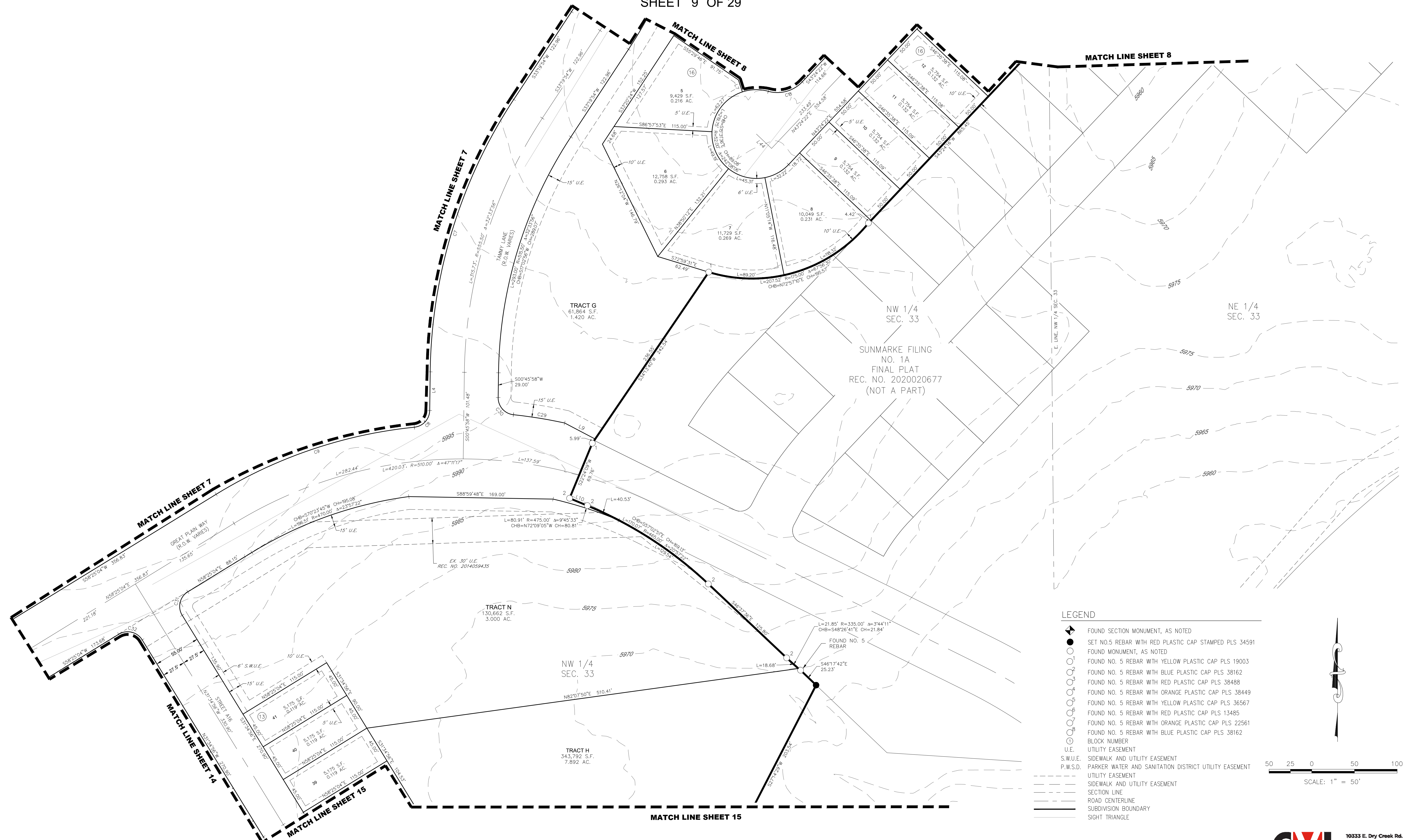
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50 25 0 50 100
SCALE: 1" = 50'

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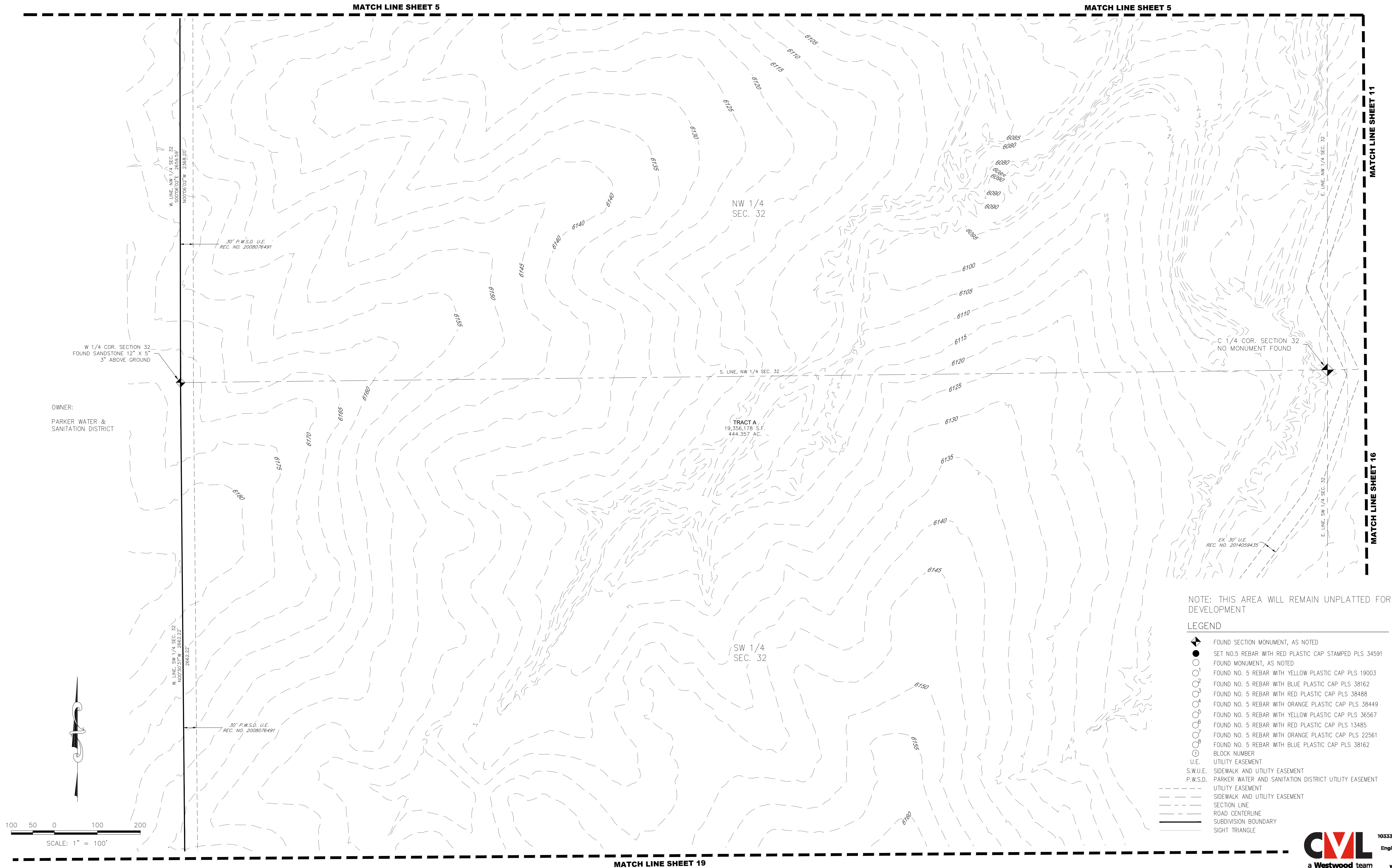
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SHEET 9 OF 29



N:\PROJECTS\ANTHOLGY\CAD\SURVEY\PRELIMINARY PLAT 1A - PLAT SHEETS.DWG, MJPARK, 3/16/21

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SHEET 10 OF 29



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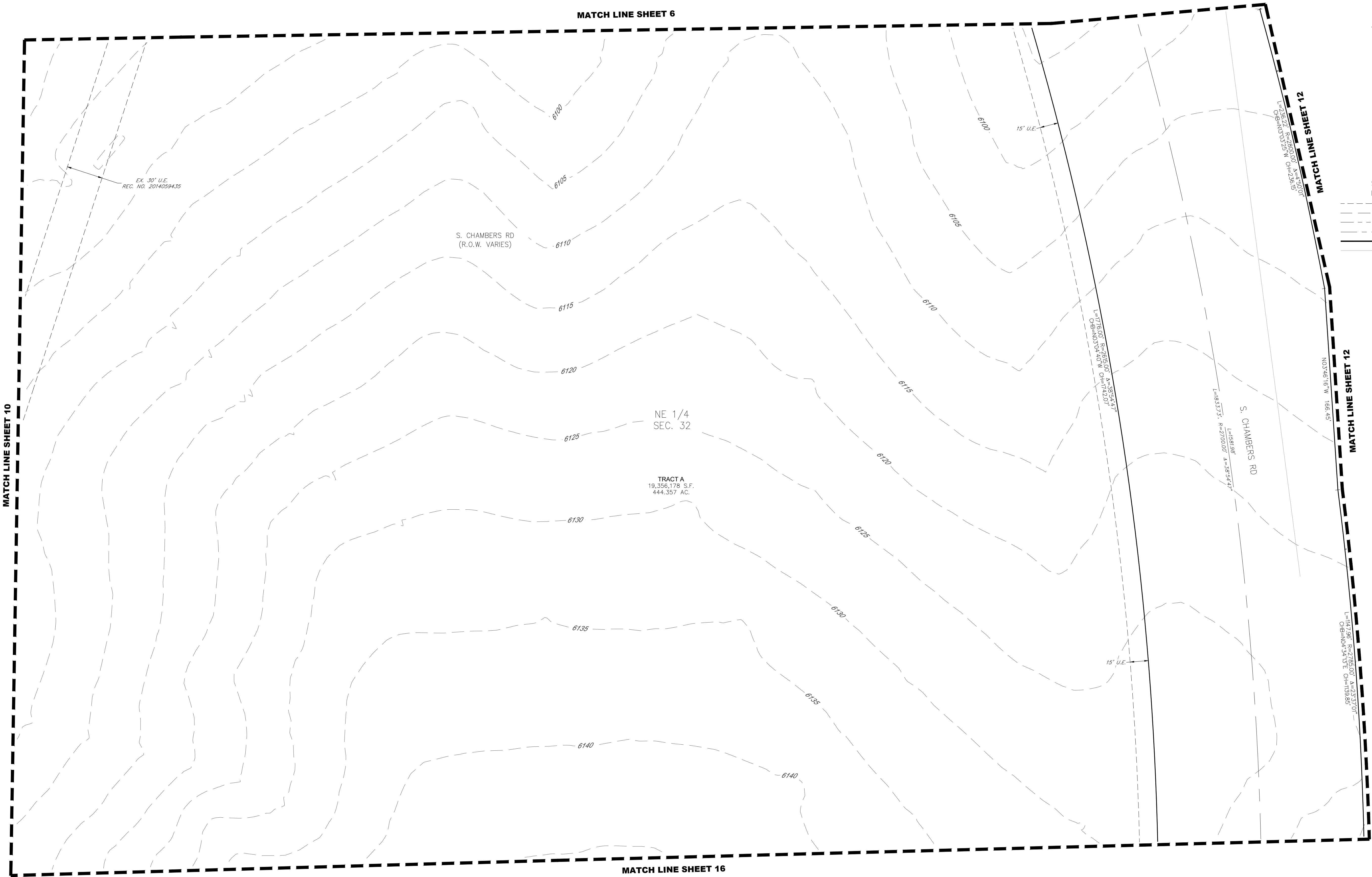
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FOUND REBAR MONUMENT, AS NOTED
FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
BLOCK NUMBER
UTILITY EASEMENT
S.W.U.E.
P.W.S.D.
- SIDEWALK AND UTILITY EASEMENT
PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
UTILITY EASEMENT
SIDEWALK AND UTILITY EASEMENT
SECTION LINE
ROAD CENTERLINE
SUBDIVISION BOUNDARY
SIGHT TRIANGLE

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

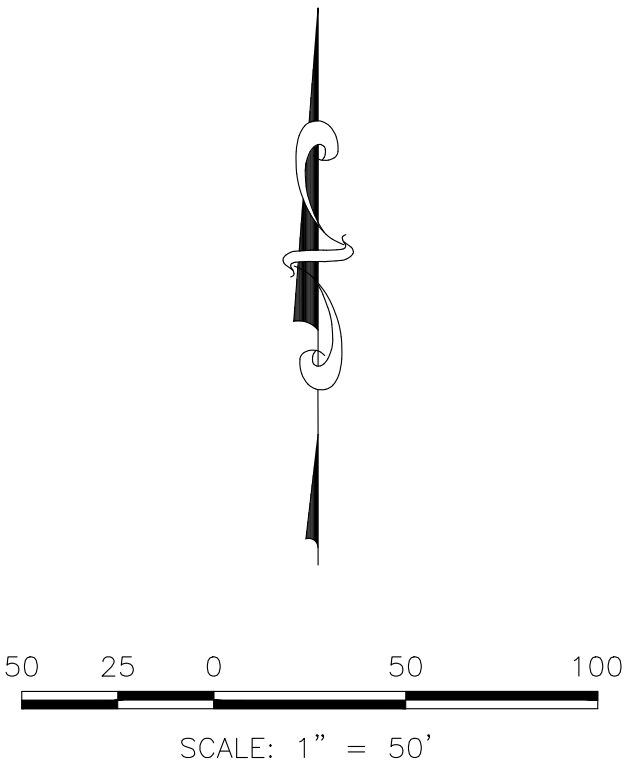
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AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 11 OF 29

NOTE: THIS AREA WILL REMAIN UNPLATTED FOR FUTURE DEVELOPMENT



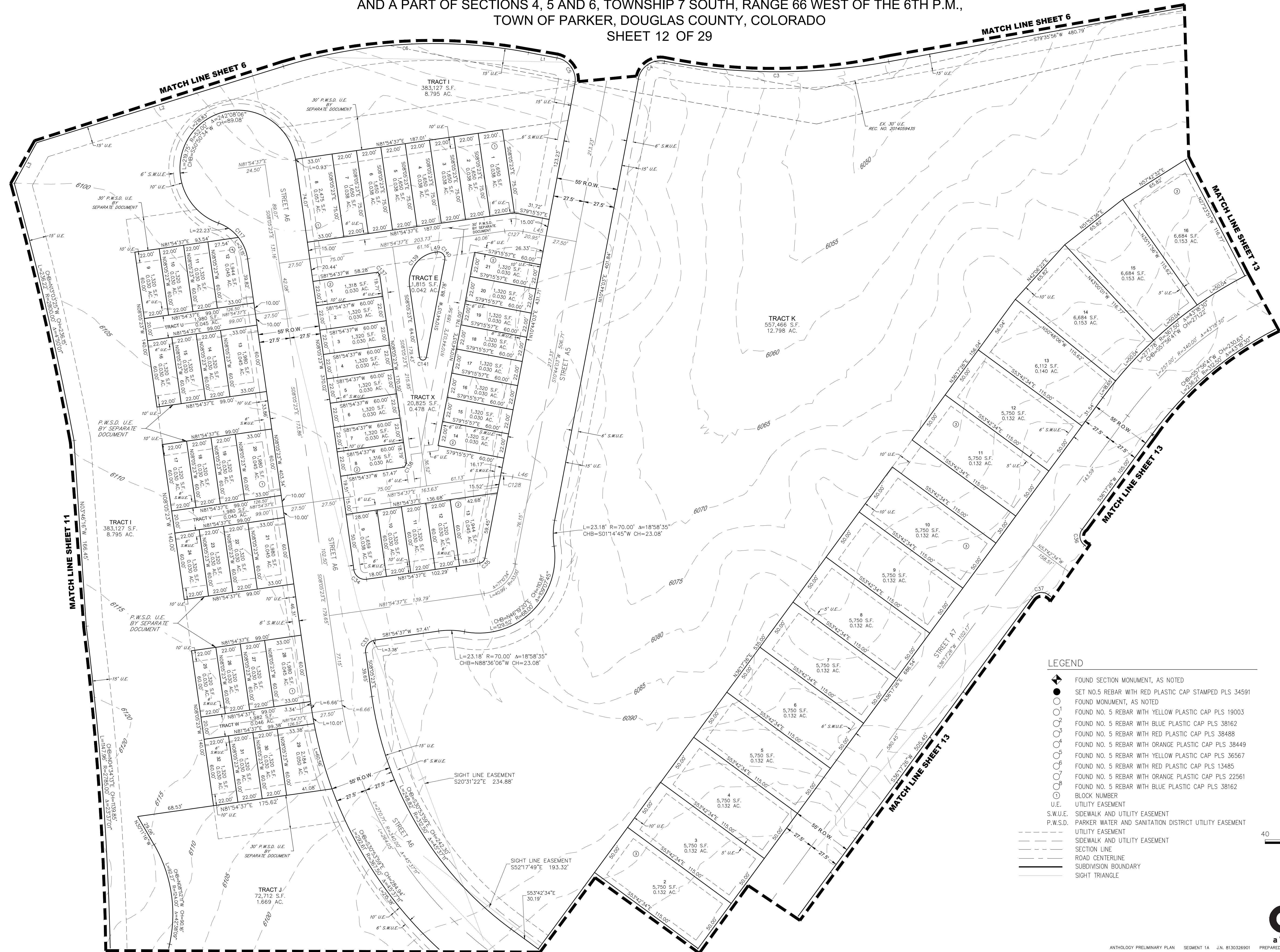
LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 12 OF 29



LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- U.E. UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

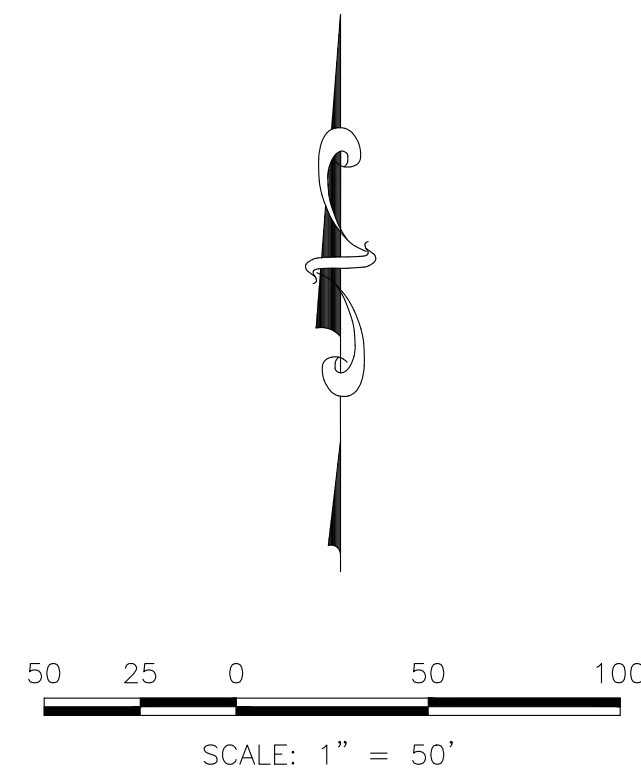
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SCALE: 1" = 40'

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

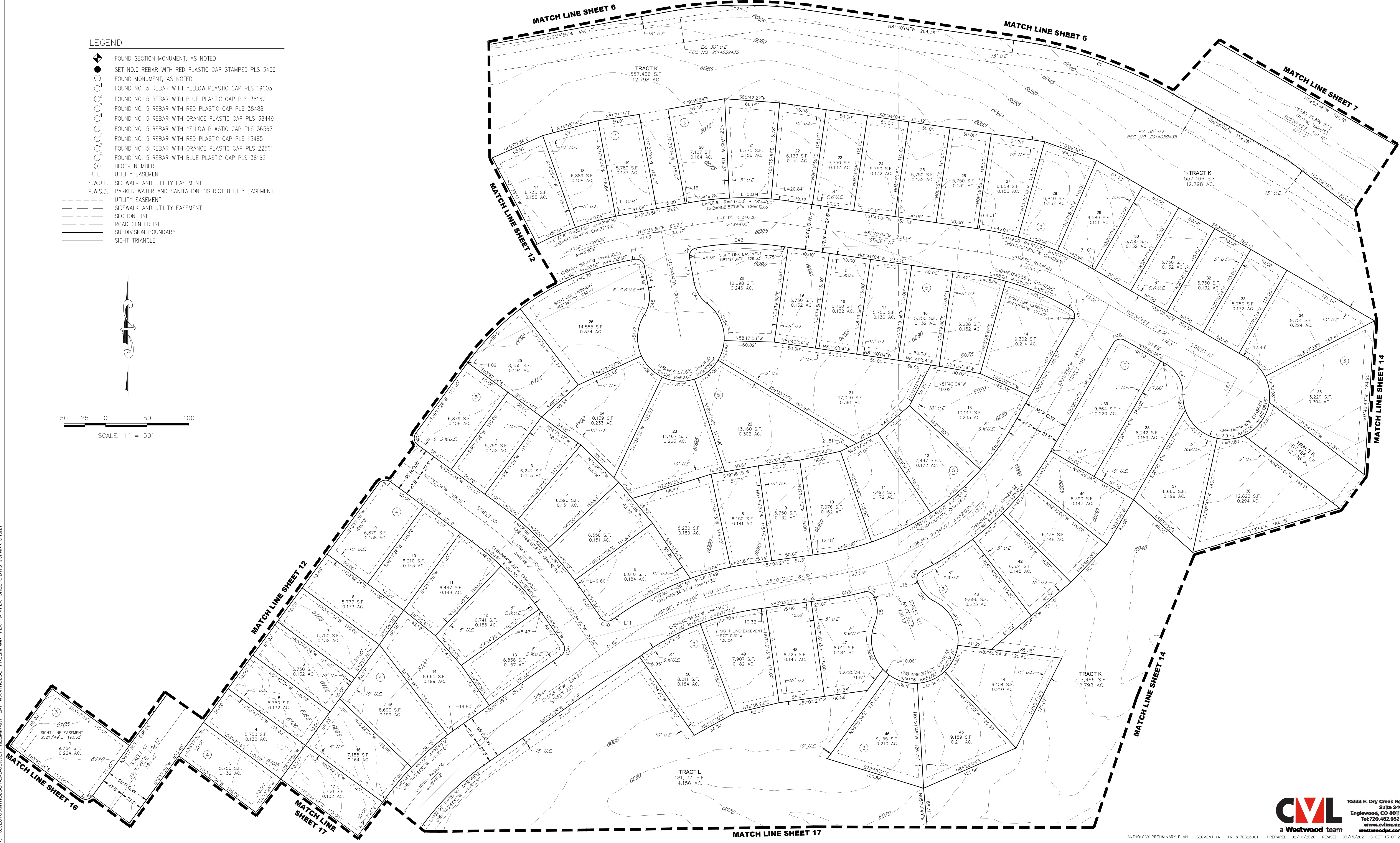
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AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 13 OF 29

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



N:\PROJECTS\ANTHOLOGY\CAD SURVEY\PRELIMINARY PLAT 1A - PLAT SHEETS\DWG.MJ.PARK.3\0621



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 14 OF 29

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

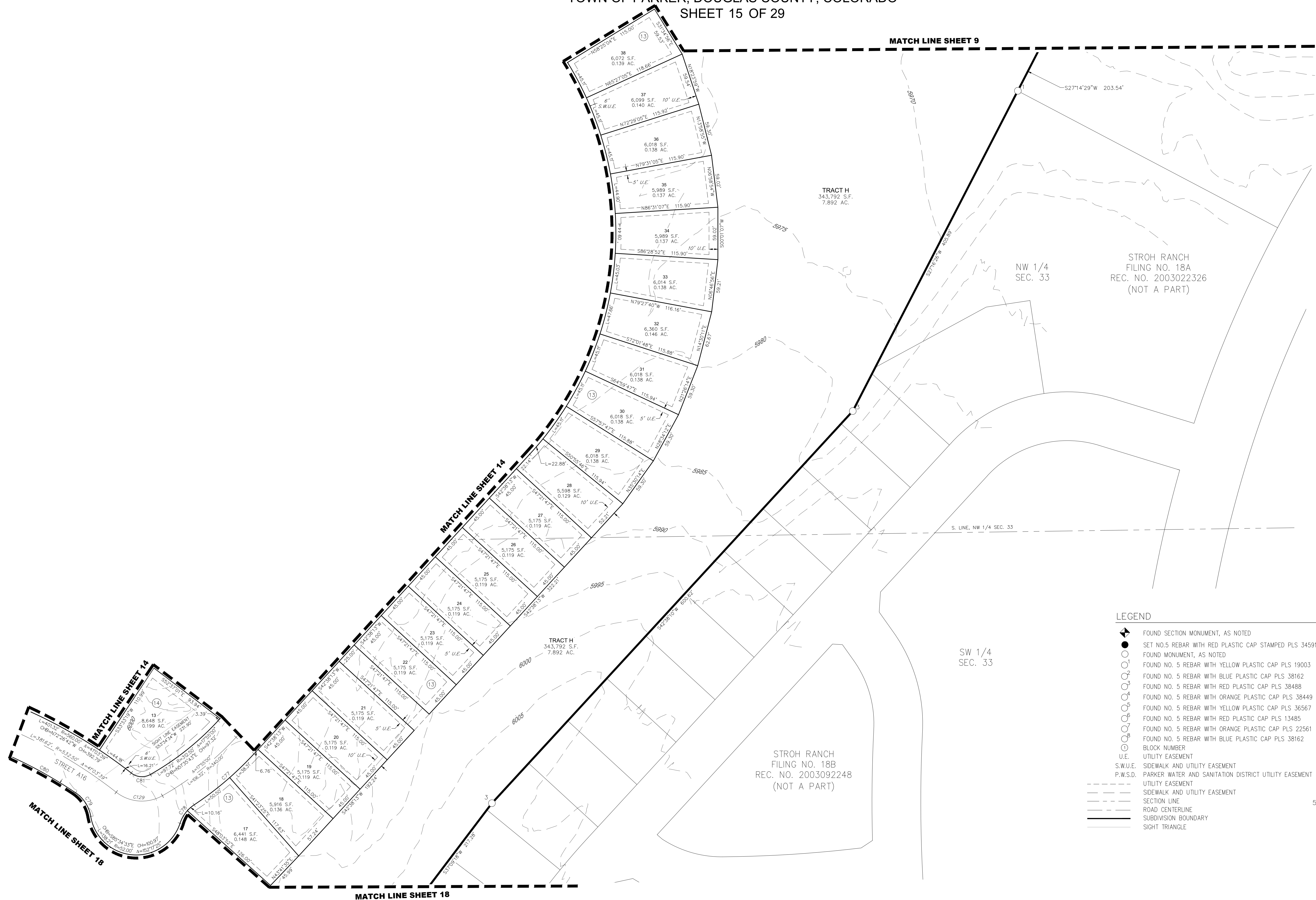
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50 25 0 50 100
SCALE: 1" = 50'

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 15 OF 29



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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 16 OF 29

MATCH LINE SHEET 11

MATCH LINE SHEET 12

MATCH LINE SHEET 13

MATCH LINE SHEET 17

MATCH LINE SHEET 17

MATCH LINE SHEET 20

NE 1/4
SEC. 32

S. LINE, NE 1/4 SEC. 32

SE 1/4
SEC. 32

TRACT A
19,356,178 S.F.
444.357 AC.

TRACT J
72,712 S.F.
1.669 AC.

TRACT I
383,127 S.F.
8.795 AC.

TRACT I
383,127 S.F.
8.795 AC.

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
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- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

50 25 0 50 100

SCALE: 1" = 50'



10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodps.com

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A J.N. 8130326901 PREPARED: 02/10/2020 REVISED: 03/15/2021 SHEET 16 OF 29

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 17 OF 29

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 17 OF 29

FOUND SECTION MONUMENT, AS NOTED

SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591

FOUND MONUMENT, AS NOTED

FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 1900

FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162

FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488

FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449

FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567

FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485

FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561

FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162

BLOCK NUMBER

UTILITY EASEMENT

S.W.U.E. SIDEWALK AND UTILITY EASEMENT

P.W.U.E. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT

UTILITY EASEMENT

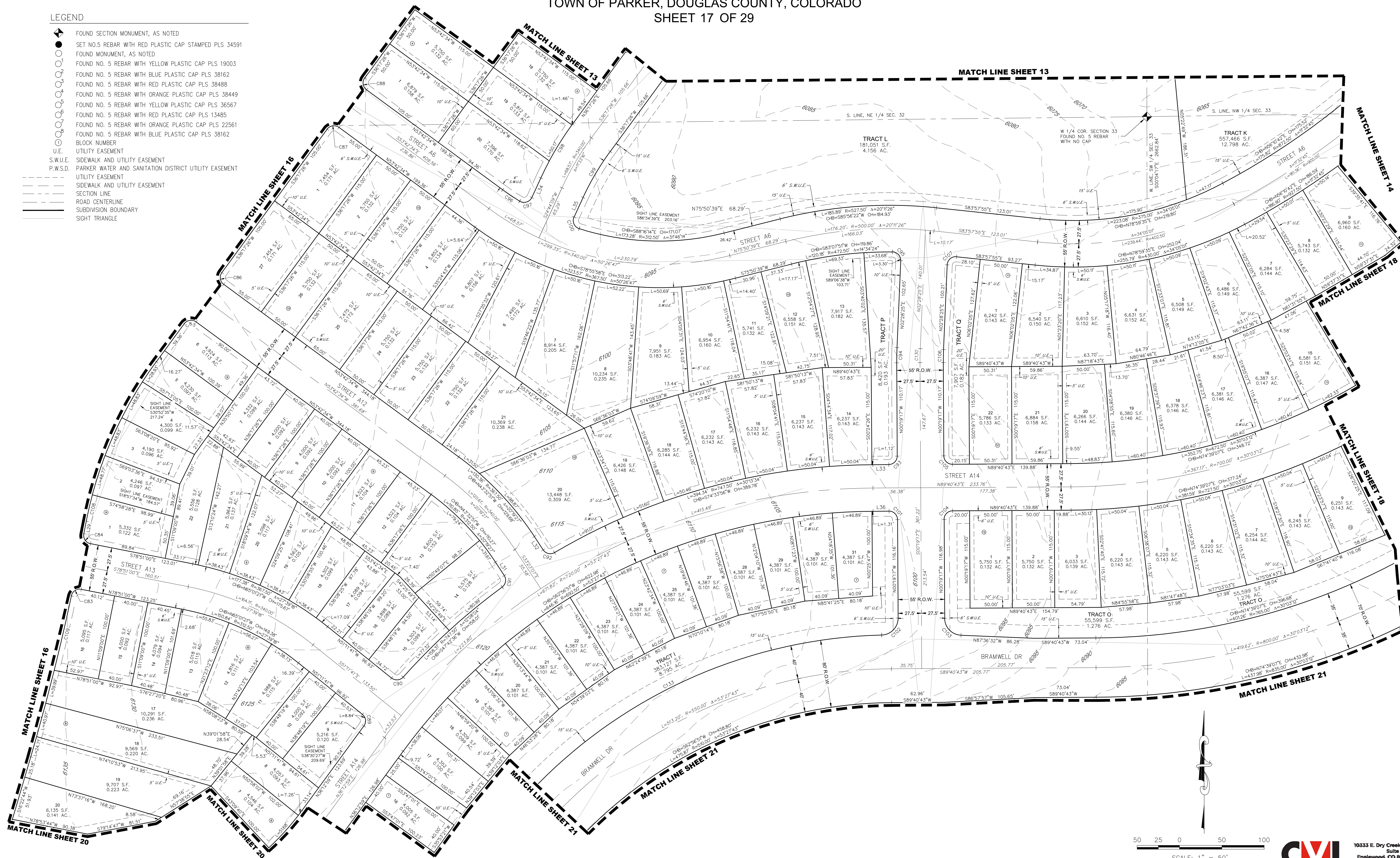
SIDEWALK AND UTILITY EASEMENT

SECTION LINE

ROAD CENTERLINE

SUBDIVISION BOUNDARY

SIGHT TRIANGLE



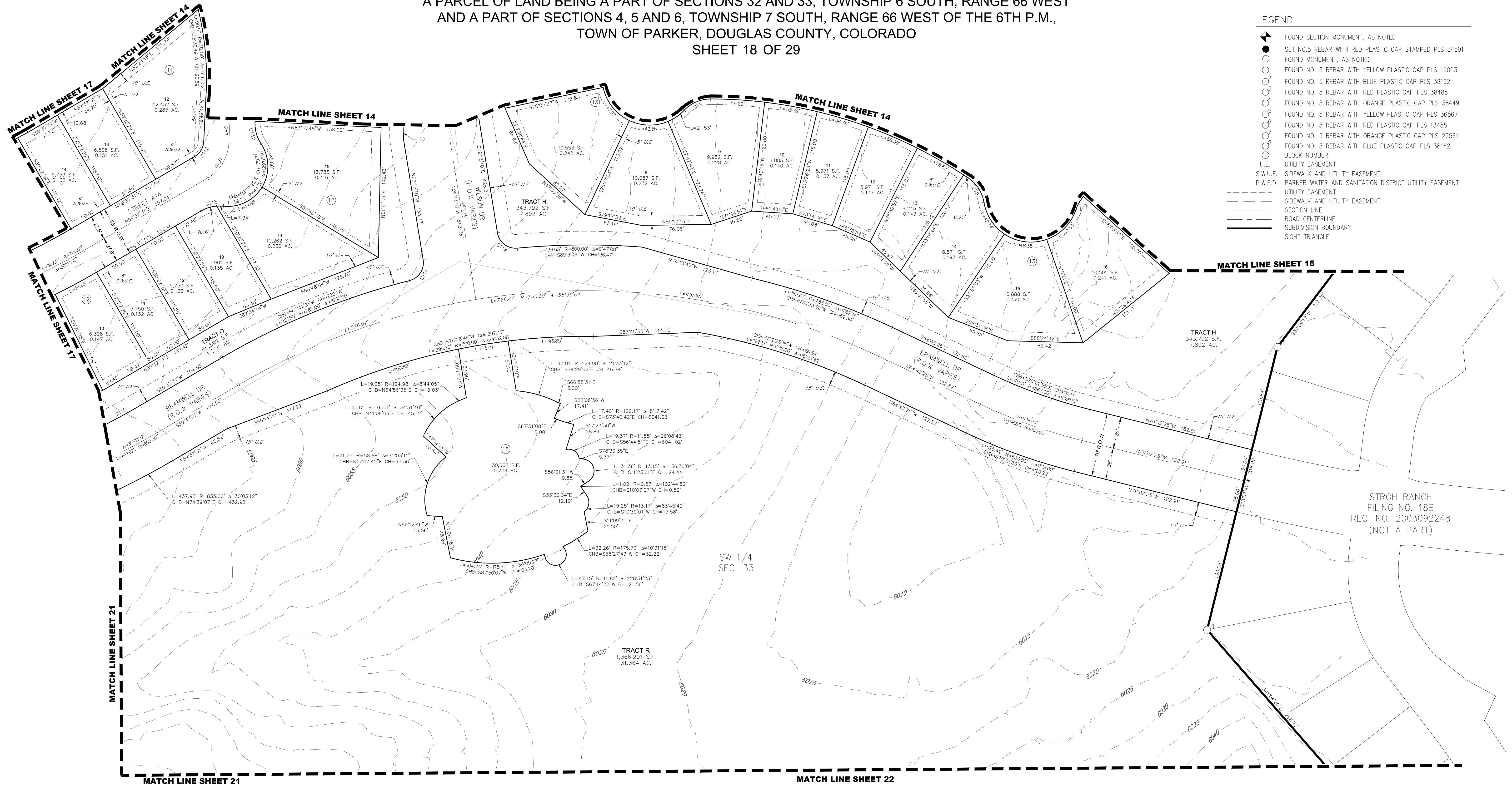
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodps.com

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 18 OF 29

LEGEND

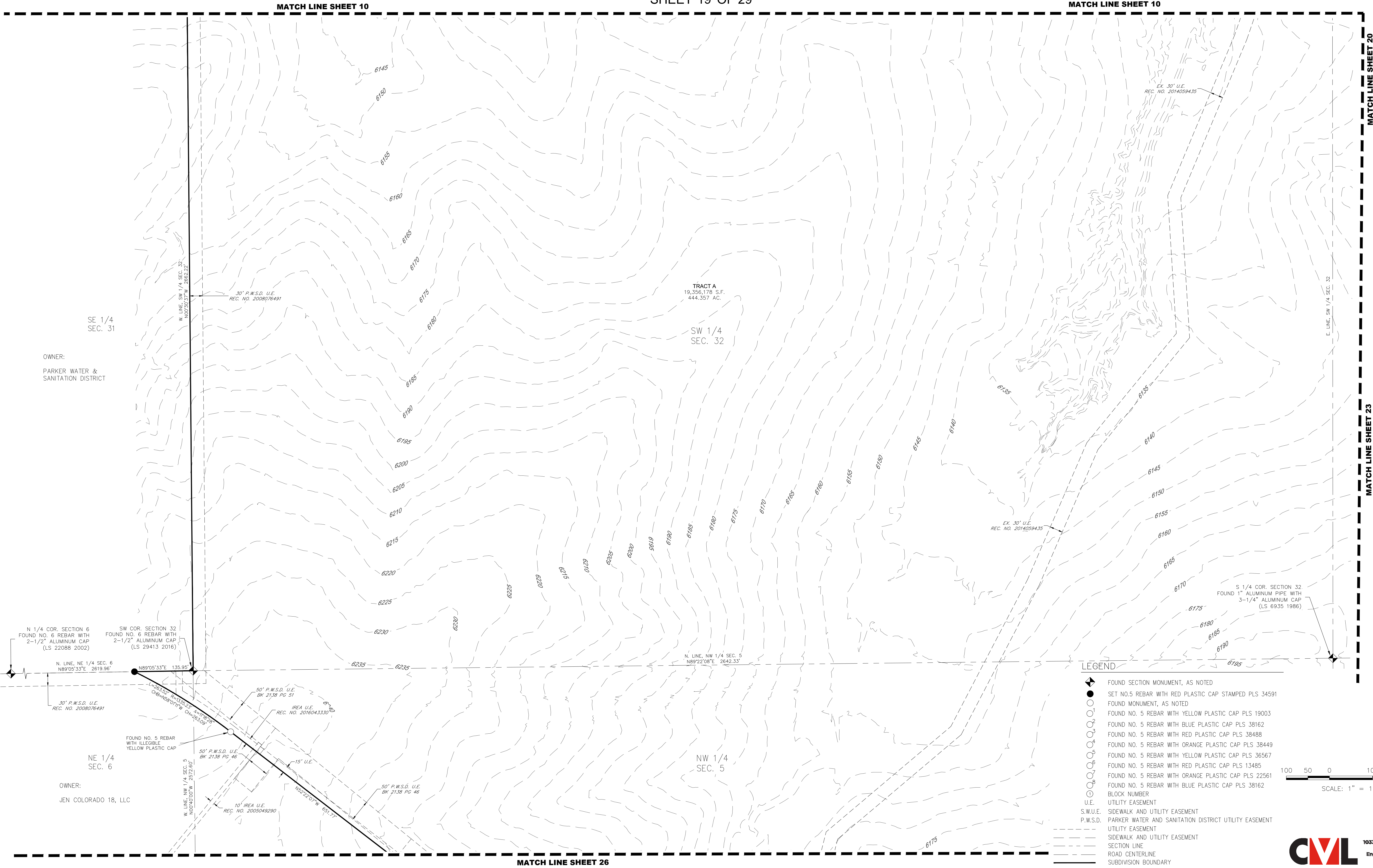
- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 19 OF 29

NOTE: THIS AREA WILL REMAIN UNPLATTED FOR FUTURE
DEVELOPMENT



N:\PROJECTS\ANTHOLOGY\CAD\SURVEY\PRELIMINARY PLAN\ANTHOLOGY PRELIMINARY PLAN 1A - PLAT SHEETS.DWG, M.PARK, 3/16/21



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a Westwood team
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Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodps.com

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A J.N. 8130326901 PREPARED: 02/10/2020 REVISED: 03/15/2021 SHEET 19 OF 29

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 20 OF 29

MATCH LINE SHEET 16

MATCH LINE SHEET 17

MATCH LINE SHEET 10

MATCH LINE SHEET 19

MATCH LINE SHEET 21

SE 1/4
SEC. 32

TRACT A
19,356,178 S.F.
444.357 AC.

TRACT I
383,127 S.F.
8.795 AC.

TRACT I
383,127 S.F.
8.795 AC.

TRACT S
12,166,904 S.F.
279.314 AC.

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
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- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

50 25 0 50 100
SCALE: 1" = 50'

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Englewood, CO 80112
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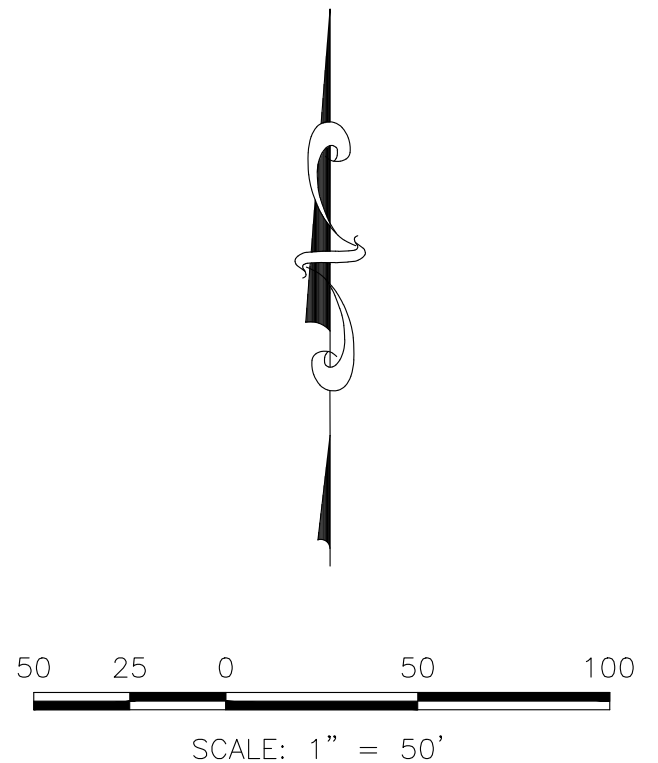
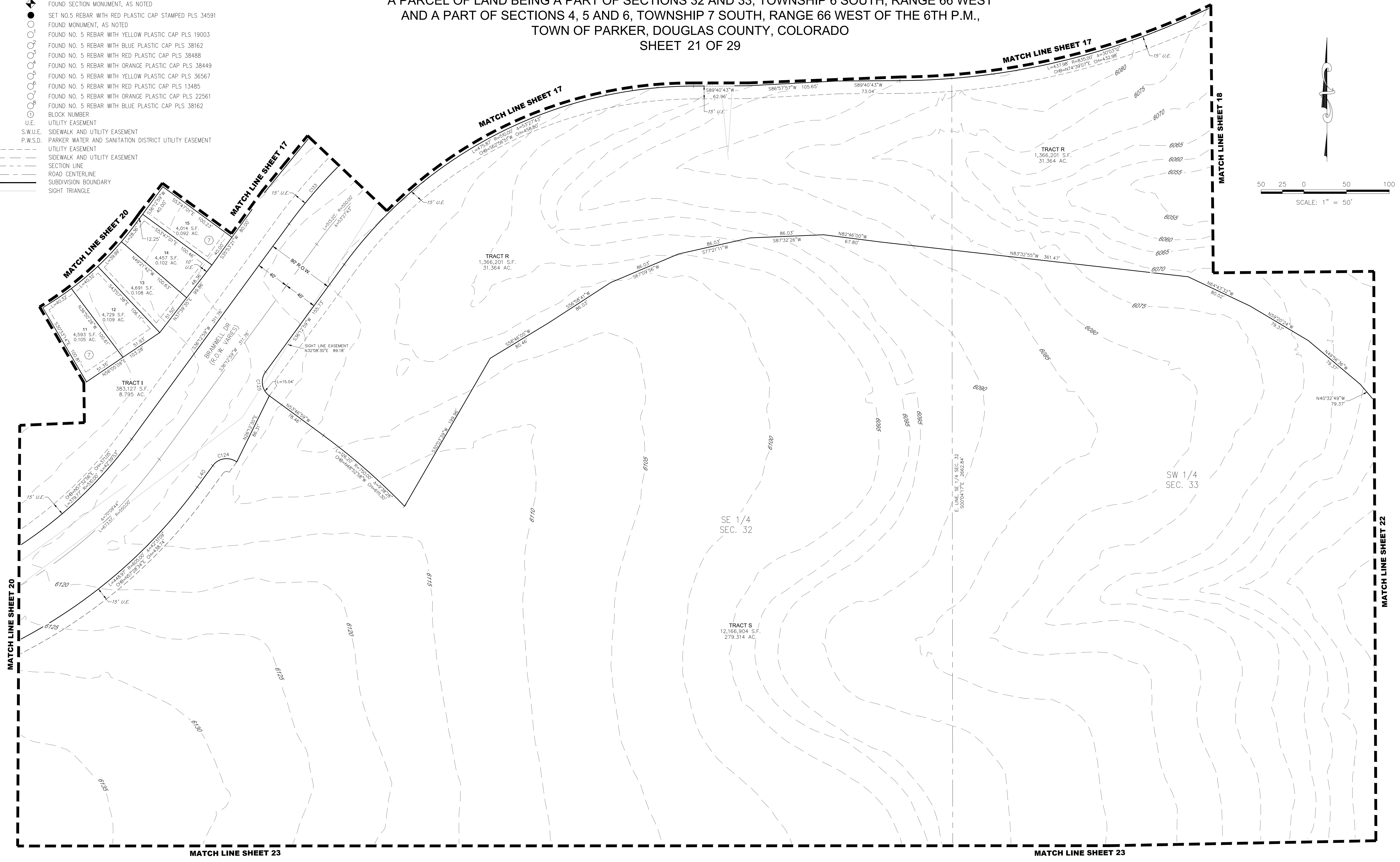
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A J.N. 8130326901 PREPARED: 02/10/2020 REVISED: 03/15/2021 SHEET 20 OF 29

ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 21 OF 29

LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE

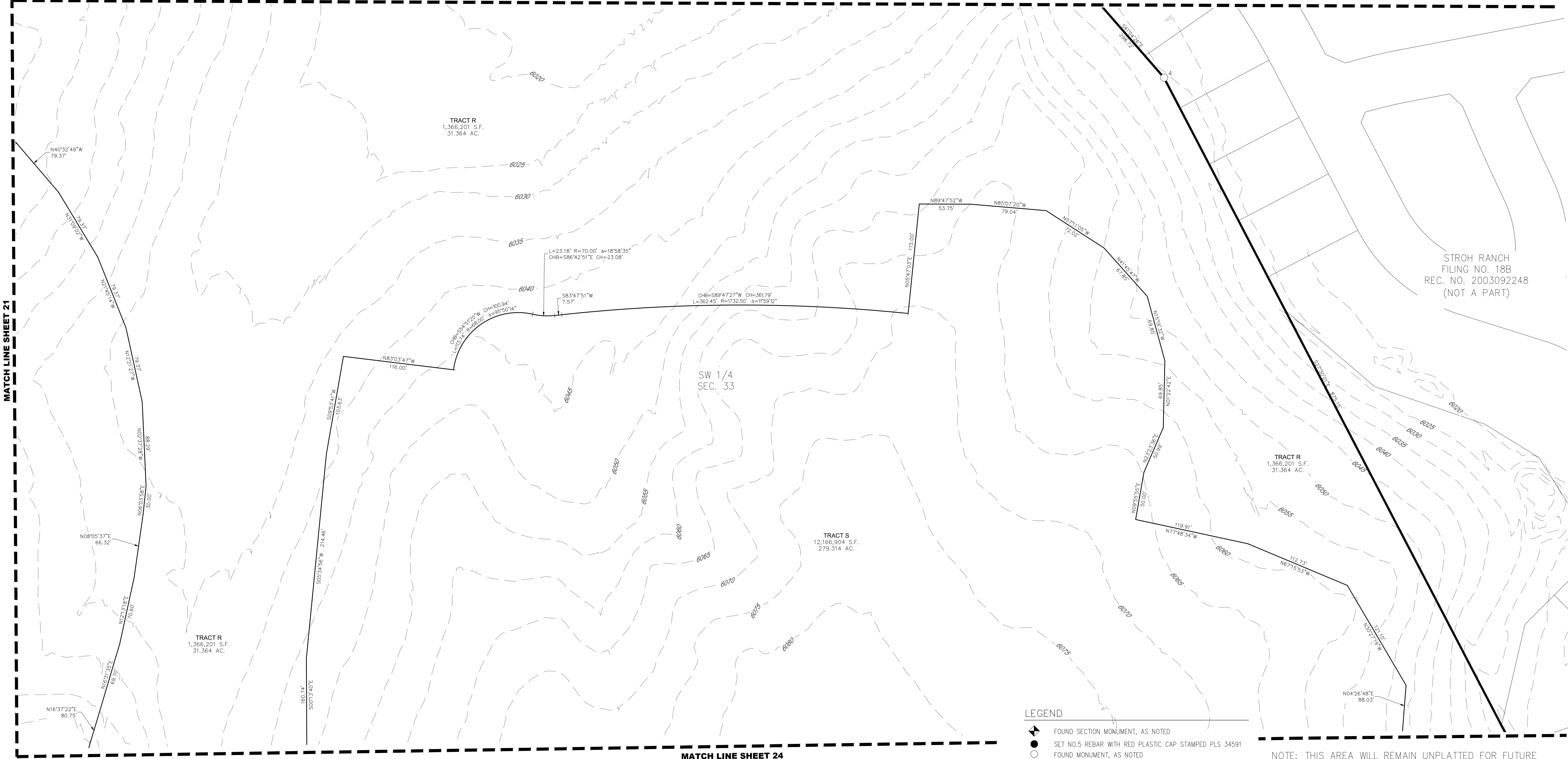


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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 22 OF 29

MATCH LINE SHEET 18

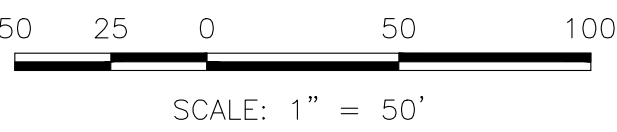


MATCH LINE SHEET 21

MATCH LINE SHEET 24

- LEGEND
- FOUND SECTION MONUMENT, AS NOTED
 - SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
 - FOUND MONUMENT, AS NOTED
 - FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
 - FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
 - FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
 - FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
 - FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
 - FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
 - FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
 - FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
 - BLOCK NUMBER
 - U.E. UTILITY EASEMENT
 - S.W.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
 - UTILITY EASEMENT
 - SIDEWALK AND UTILITY EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - SUBDIVISION BOUNDARY
 - SIGHT TRIANGLE

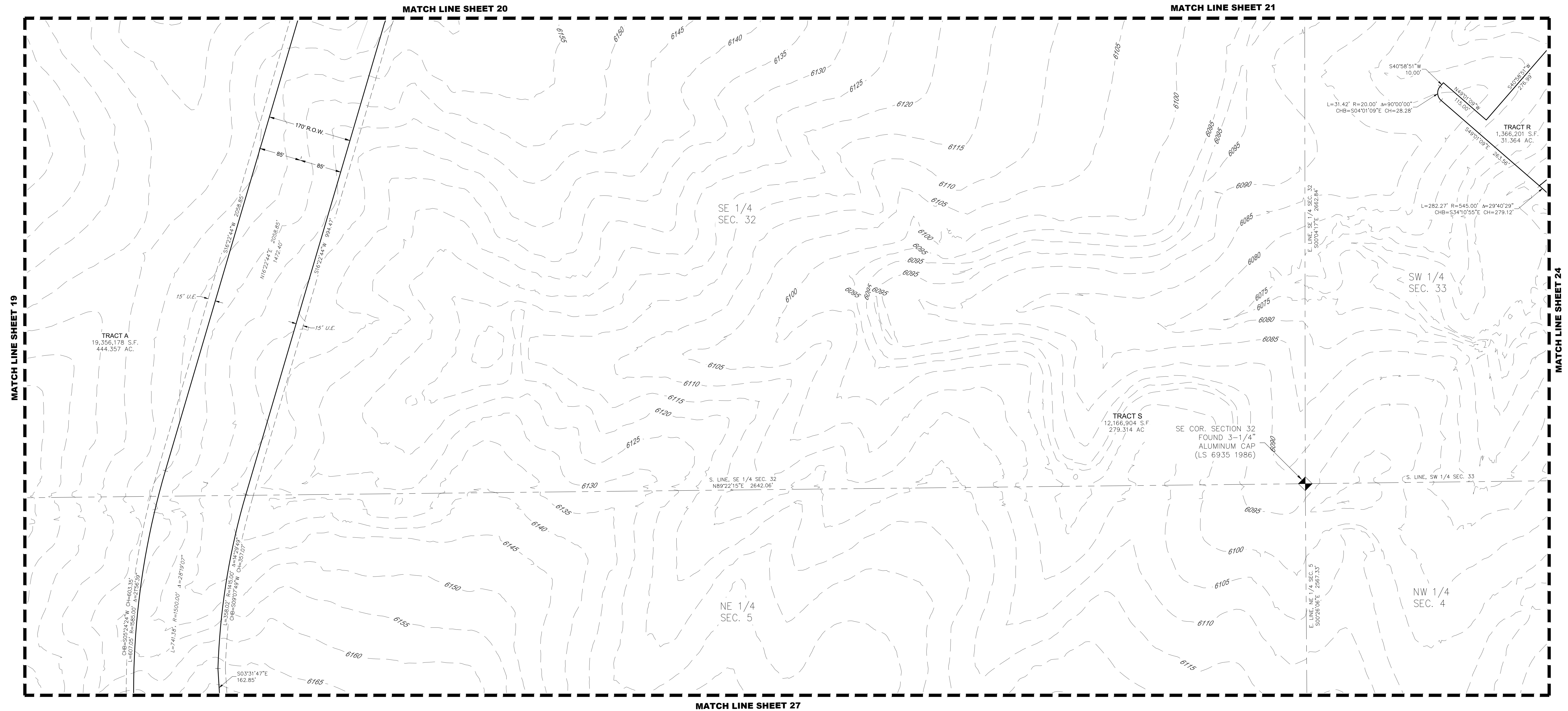
NOTE: THIS AREA WILL REMAIN UNPLATTED FOR FUTURE DEVELOPMENT



CVL
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10333 E. Dry Creek Rd.
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ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

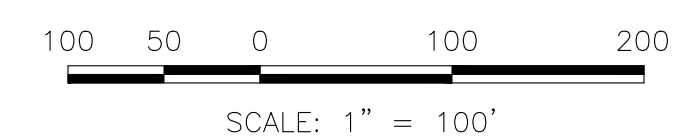
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AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 23 OF 29



NOTE: THIS AREA WILL REMAIN UNPLATTED FOR FUTURE DEVELOPMENT

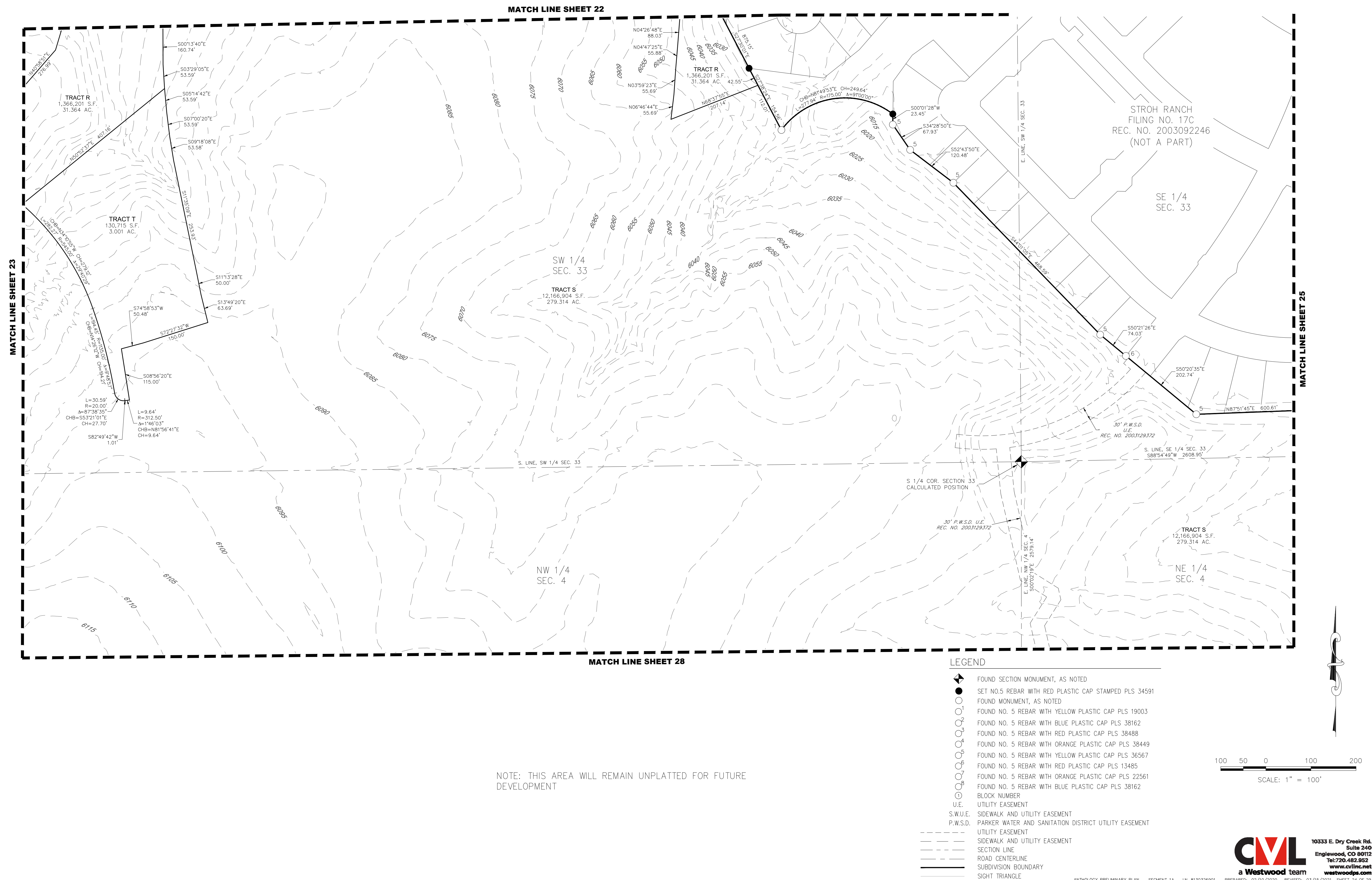
LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
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- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



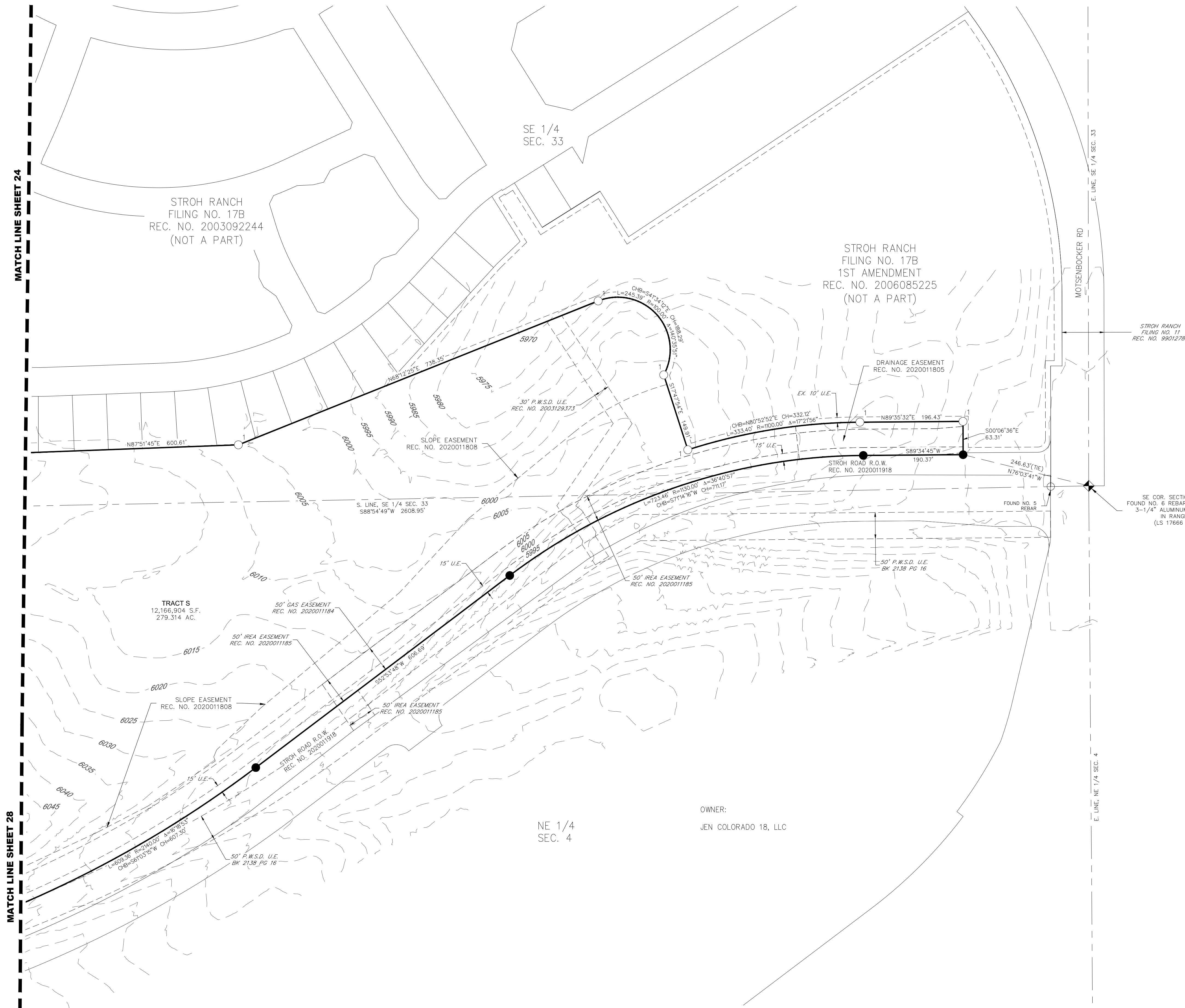
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 24 OF 29



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 25 OF 29



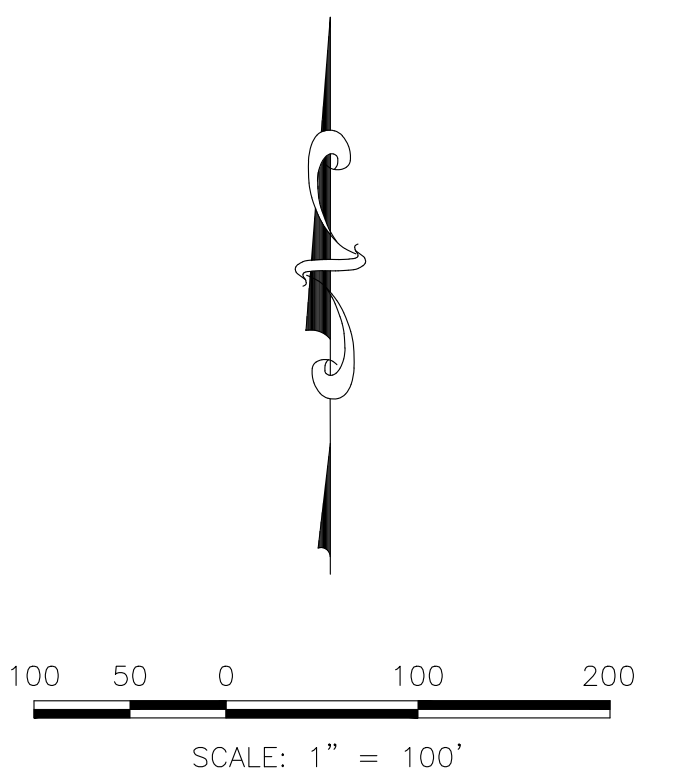
OWNER:
18601 STROH RD

OWNER:
7800 CROWFOOT VALLEY RD

NOTE: THIS AREA WILL REMAIN UNPLATTED FOR FUTURE DEVELOPMENT

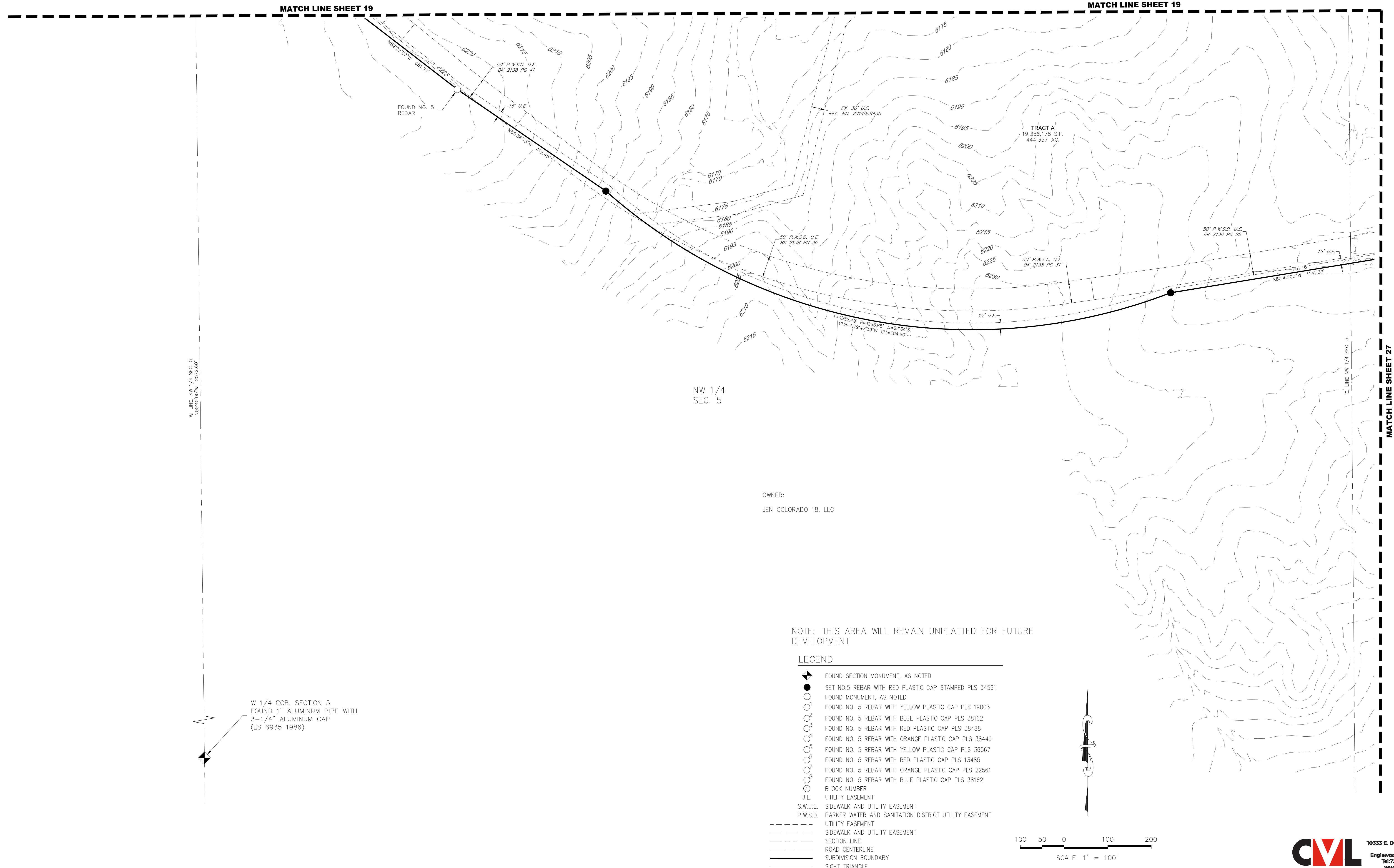
LEGEND

- FOUND SECTION MONUMENT, AS NOTED
- SET NO.5 REBAR WITH RED PLASTIC CAP STAMPED PLS 34591
- FOUND MONUMENT, AS NOTED
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 19003
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 38488
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 38449
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP PLS 36567
- FOUND NO. 5 REBAR WITH RED PLASTIC CAP PLS 13485
- FOUND NO. 5 REBAR WITH ORANGE PLASTIC CAP PLS 22561
- FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP PLS 38162
- BLOCK NUMBER
- UTILITY EASEMENT
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- P.W.S.D. PARKER WATER AND SANITATION DISTRICT UTILITY EASEMENT
- UTILITY EASEMENT
- SIDEWALK AND UTILITY EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- SUBDIVISION BOUNDARY
- SIGHT TRIANGLE



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

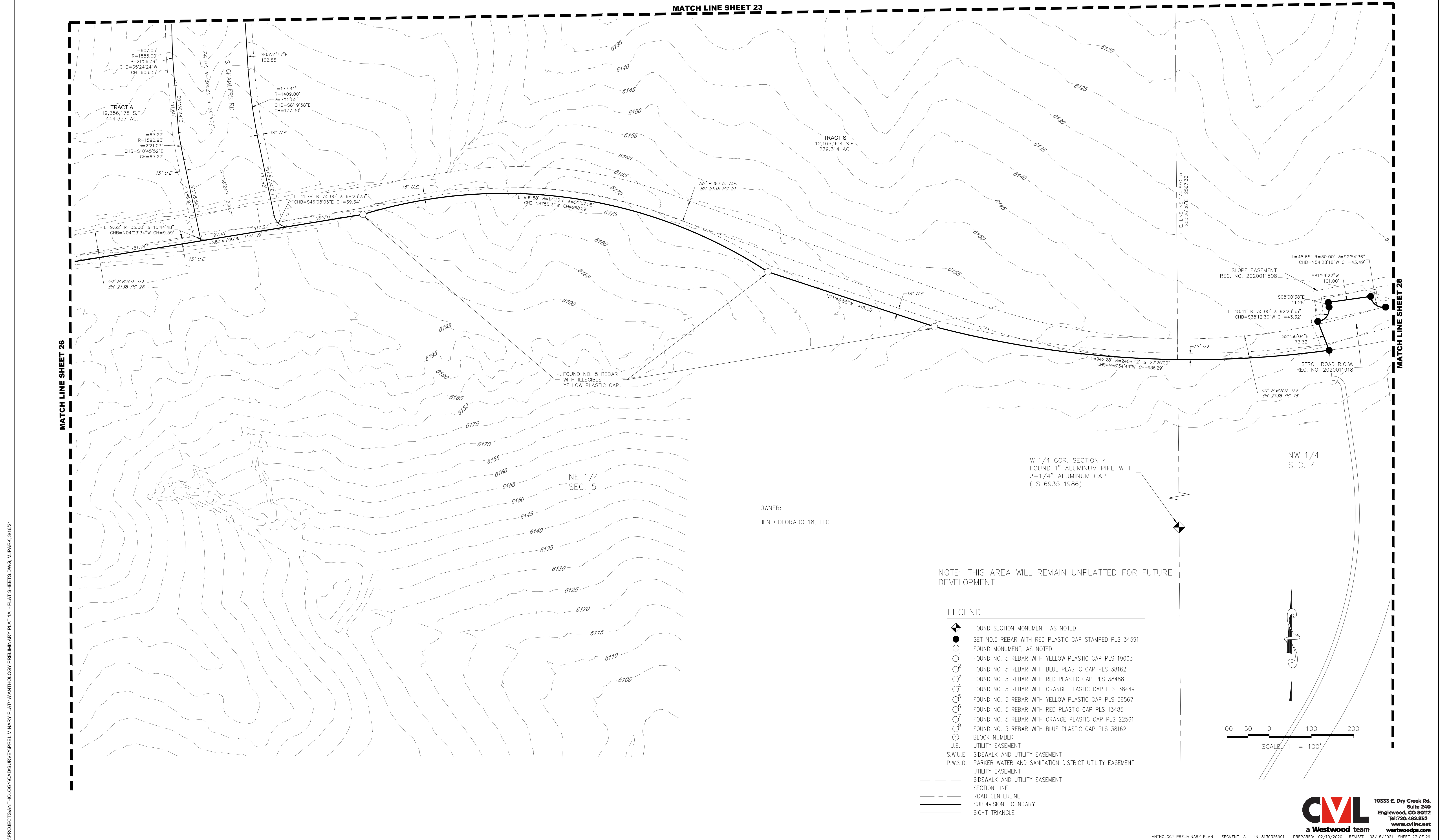
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 26 OF 29



N:\PROJECTS\ANTHOLOGY\CAD\SURVEY\PRELIMINARY PLAT 1A - PLAT SHEETS.DWG, M.PARK, 3/16/21

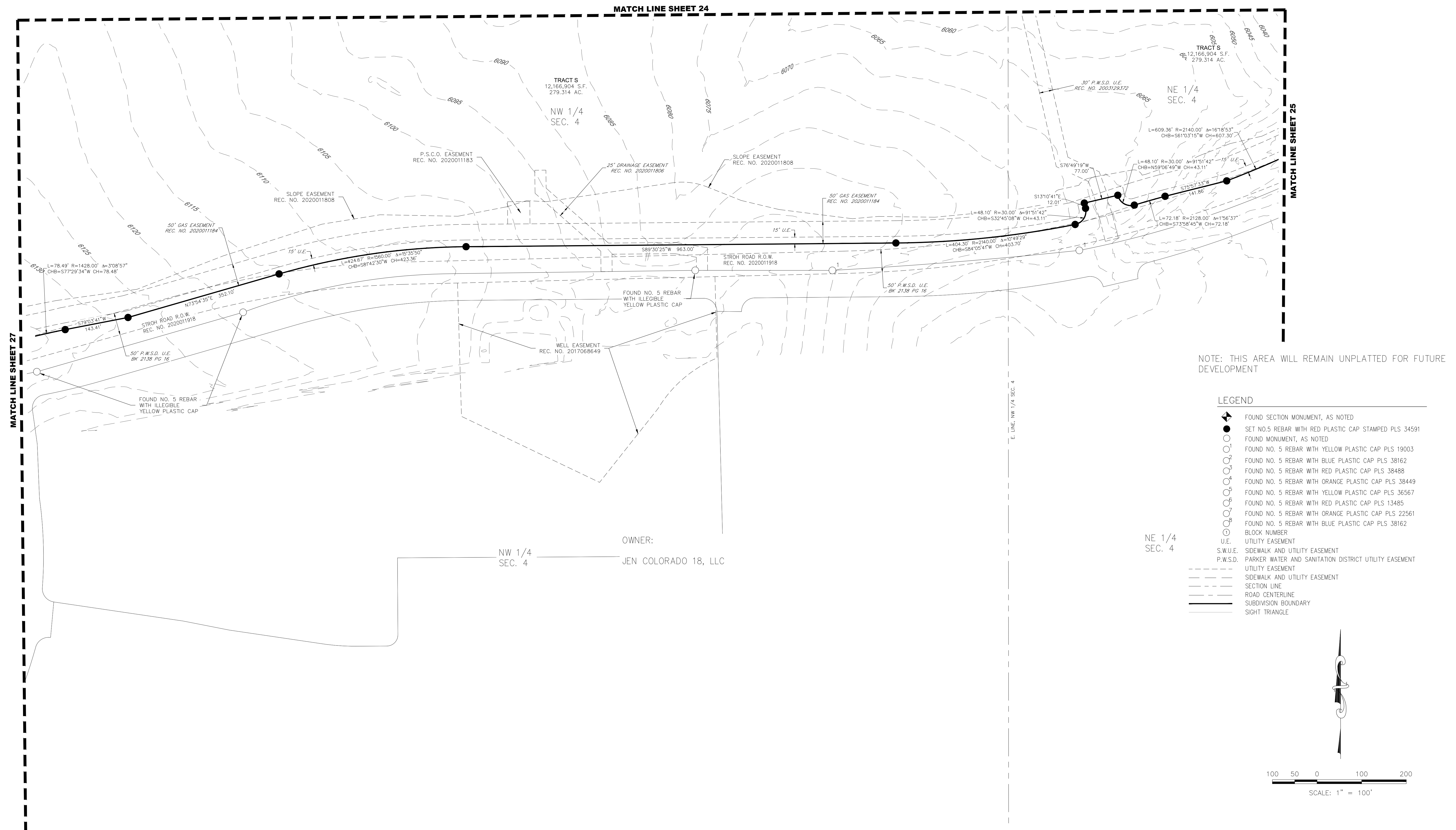
ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 27 OF 29



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 28 OF 29



ANTHOLOGY PRELIMINARY PLAN SEGMENT 1A

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 29 OF 29

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	510.00'	21°40'17"	192.90'	N70°49'55"W	191.75'
C2	510.00'	18°44'00"	166.75'	S88°57'56"W	166.01'
C3	550.00'	21°01'05"	201.76'	S89°53'32"E	200.63'
C4	20.00'	89°52'54"	31.37'	S55°40'32"W	28.26'
C5	20.00'	90°00'00"	31.42'	N34°15'57"W	28.28'
C6	455.00'	27°55'33"	221.77'	S86°46'16"W	219.58'
C7	595.50'	32°33'56"	338.47'	S17°02'56"W	333.93'
C8	20.00'	83°24'05"	29.11'	N42°28'01"E	26.61'
C9	550.00'	25°44'59"	247.18'	S71°17'34"W	245.11'
C10	560.00'	61°35'09"	601.93'	N89°12'39"E	573.37'
C11	590.00'	21°40'17"	223.16'	N70°49'55"W	221.83'
C12	590.00'	18°44'00"	192.91'	S88°57'56"W	192.05'
C13	20.00'	87°57'24"	30.70'	S71°48'06"E	27.78'
C14	40.00'	68°54'20"	48.11'	N34°08'26"W	45.26'
C15	10.00'	90°00'00"	15.71'	S39°06'46"W	14.14'
C16	10.00'	90°00'00"	15.71'	N01°35'38"W	14.14'
C17	20.00'	85°13'11"	29.75'	S58°18'31"W	27.08'
C18	40.00'	62°08'06"	43.38'	N74°28'24"E	41.28'
C19	52.00'	33°53'24"	30.76'	S88°35'45"W	30.31'
C20	20.00'	83°42'16"	29.22'	S35°34'31"E	26.69'
C21	10.00'	90°00'00"	15.71'	N88°24'22"E	14.14'
C22	10.00'	90°00'00"	15.71'	N50°53'14"W	14.14'
C23	308.70'	14°26'32"	77.81'	S76°58'48"W	77.61'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C70	627.50'	5°44'01"	62.79'	S11°15'45"E	62.77'
C71	10.00'	90°00'00"	15.71'	N53°23'44"W	14.14'
C72	20.00'	90°49'26"	31.70'	S36°11'33"W	28.49'
C73	20.00'	89°10'34"	31.13'	N53°48'27"W	28.08'
C74	10.00'	95°12'57"	16.62'	S16°04'54"W	14.77'
C75	10.00'	95°12'57"	16.62'	N79°08'03"W	14.77'
C76	422.50'	2°51'09"	21.03'	S51°49'54"W	21.03'
C77	367.50'	13°50'47"	88.81'	N49°33'36"E	88.60'
C79	40.00'	46°31'34"	32.48'	N32°41'38"W	31.60'
C80	505.00'	33°56'51"	299.21'	N72°55'50"W	294.85'
C81	19.50'	67°31'55"	22.98'	S85°40'50"E	21.68'
C82	10.00'	90°00'00"	15.71'	N08°42'34"W	14.14'
C83	10.00'	89°12'41"	15.57'	S56°32'40"W	14.04'
C84	10.00'	90°00'00"	15.71'	S33°51'00"E	14.14'
C85	10.00'	90°00'00"	15.71'	S81°17'26"W	14.14'
C86	10.00'	90°00'00"	15.71'	S08°42'34"E	14.14'
C87	10.00'	90°00'00"	15.71'	S81°17'26"W	14.14'
C88	10.00'	90°00'00"	15.71'	S08°42'34"E	14.14'
C89	10.00'	87°24'41"	15.26'	N07°29'21"W	13.82'
C90	10.00'	87°09'45"	15.21'	N85°13'26"E	13.79'
C91	10.00'	87°09'45"	15.21'	N10°11'45"E	13.79'
C92	10.00'	87°09'45"	15.21'	N76°57'59"W	13.79'
C93	10.00'	90°00'00"	15.71'	N44°40'43"E	14.14'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C24	20.00'	95°37'38"	33.38'	S22°02'01"W	29.64'
C25	40.00'	50°06'39"	34.98'	S50°50'07"E	33.88'
C26	40.00'	34°18'04"	23.95'	N08°37'46"W	23.59'
C27	20.00'	90°00'00"	31.42'	N70°46'48"W	28.28'
C28	20.00'	85°20'34"	29.79'	S21°32'55"W	27.11'
C29	565.00'	6°09'47"	60.77'	N80°48'24"W	60.75'
C30	20.00'	84°39'16"	29.55'	S41°33'40"E	26.93'
C31	20.00'	90°00'00"	31.42'	S13°25'04"W	28.28'
C32	20.00'	90°00'00"	31.42'	N76°34'56"W	28.28'
C33	10.00'	90°00'00"	15.71'	S36°54'37"W	14.14'
C34	10.00'	90°00'00"	15.71'	S53°05'23"E	14.14'
C35	5.50'	71°10'34"	6.83'	N46°19'20"E	6.40'
C36	10.00'	90°00'00"	15.71'	S08°42'34"E	14.14'
C37	10.00'	90°00'00"	15.71'	S81°17'26"W	14.14'
C38	10.00'	90°00'00"	15.71'	N81°17'26"E	14.14'
C39	10.00'	90°00'00"	15.71'	N10°05'38"E	14.14'
C40	10.00'	90°00'00"	15.71'	S79°54'22"E	14.14'
C41	10.00'	90°00'00"	15.71'	N14°59'46"W	14.14'
C42	312.50'	18°53'52"	103.07'	S88°53'00"W	102.60'
C43	10.00'	89°50'09"	15.68'	S34°31'00"W	14.12'
C44	40.00'	42°48'10"	29.88'	S31°48'09"E	29.19'
C45	40.00'	42°48'10"	29.88'	N11°00'01"E	29.19'
C46	10.00'	90°00'00"	15.71'	N55°24'04"W	14.14'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C94	367.50'	2°47'43"	17.93'	S01°04'34"W	17.93'
C95	10.00'	92°03'23"	16.07'	N43°33'16"W	14.39'
C96	312.50'	4°26'01"	24.18'	S55°55'35"E	24.17'
C97	10.00'	97°07'16"	16.95'	N73°17'47"E	14.99'
C98	367.50'	11°33'16"	74.11'	S30°30'47"W	73.99'
C99	312.50'	11°33'16"	63.02'	S30°30'47"W	62.91'
C100	10.00'	97°07'16"	16.95'	S23°49'29"E	14.99'
C101	10.00'	90°00'00"	15.71'	N45°19'17"W	14.14'
C102	20.00'	88°53'14"	31.03'	N44°07'36"E	28.01'
C103	20.00'	87°17'14"	30.47'	S43°57'55"E	27.61'
C104	10.00'	90°00'00"	15.71'	S44°40'43"W	14.14'
C105	10.00'	90°00'00"	15.71'	S45°19'17"E	14.14'
C106	312.50'	2°47'43"	15.25'	S01°04'34"W	15.24'
C107	10.00'	93°33'40"	16.33'	S49°15'15"W	14.57'
C108	472.50'	3°52'32"	31.96'	S13°05'16"W	31.95'
C109	2527.50'	2°02'40"	90.19'	N12°57'40"E	90.18'
C110	765.00'	30°03'12"	401.26'	N74°39'07"E	396.68'
C111	20.00'	85°00'41"	29.67'	N33°17'11"E	27.03'
C112	19.50'	56°48'18"	19.33'	N31°13'22"E	18.55'
C113	40.00'	36°31'39"	25.50'	S77°53'20"W	25.07'
C114	20.00'	86°09'15"	30.07'	S52°17'47"E	27.32'
C115	495.00'	14°15'03"	123.12'	S80°44'48"E	122.80'
C116	605.00'	18°55'33"	199.84'	S83°05'03"E	198.94'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C47	40.00'	62°08'06"	43.38'	N28°55'44"W	41.28'
C48	10.00'	90°00'00"	15.71'	S75°00'14"W	14.14'
C49	10.00'	84°17'56"	14.71'	S21°47'39"W	13.42'
C50	40.00'	42°48'10"	29.88'	S41°45'25"E	29.19'
C51	40.00'	42°48'10"	29.88'	N01°02'46"E	29.19'
C52	10.00'	84°17'56"	14.71'	N62°30'18"W	13.42'
C53	367.50'	6°42'43"	43.05'	N78°42'06"E	43.03'
C54	20.00'	89°53'39"	31.38'	N36°39'26"E	28.26'
C55	20.00'	90°00'00"	31.42'	N14°59'46"W	28.28'
C56	20.00'	86°03'09"	30.04'	S73°01'48"W	27.29'
C57	20.00'	90°07'45"	31.46'	S53°19'52"E	28.32'
C58	40.00'	62°08'06"	43.38'	N84°22'56"W	41.28'
C59	10.00'	88°07'41"	15.38'	S20°29'10"W	13.91'
C60	367.50'	13°21'30"	85.68'	N54°02'32"W	85.49'
C61	10.00'	90°00'00"	15.71'	N87°38'13"E	14.14'
C62	10.00'	90°00'00"	15.71'	N02°21'47"W	14.14'
C63	312.50'	13°21'30"	72.86'	N54°02'32"W	72.69'
C64	10.00'	87°26'01"	15.26'	N67°17'41"W	13.82'
C65	10.00'	90°00'00"	15.71'	S36°36'16"W	14.14'
C66	572.50'	5°44'01"	57.29'	S11°15'45"E	57.27'
C67	19.50'	78°50'47"	26.83'	S53°33'08"E	24.77'
C68	40.00'	46°31'34"	32.48'	S66°49'57"W	31.60'
C69	40.00'	42°48'10"	29.88'	N07°16'20"E	29.19'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C117	40.00'	62°08'06"	43.38'	N39°09'26"W	41.28'
C118	20.00'	85°38'29"	29.89'	N49°43'35"W	27.19'
C119	20.00'	85°38'29"	29.89'	S35°54'54"W	27.19'
C121	10.00'	90°00'00"	15.71'	S61°22'44"W	14.14'
C122	10.00'	90°00'00"	15.71'	S28°37'16"E	14.14'
C124	20.00'	90°00'00"	31.42'	S81°12'59"W	28.28'
C125	20.00'	89°59'59"	31.42'	S08°47'00"E	28.28'
C126	510.00'	27°03'27"	240.84'	S14°17'41"E	238.61'
C127	50.00'	18°49'26"	16.43'	N88°40'40"W	16.35'
C128	50.00'	18°49'26"	16.43'	N88°40'40"W	16.35'
C129	47.00'	67°31'55"	55.40'	S85°40'50"E	52.25'
C130	340.00'	2°47'43"	16.59'	S01°04'34"W	16.59'
C131	47.00'	56°48'18"	46.60'	N31°13'22"E	44.71'
C132	40.00'	36°31'39"	25.50'	S15°26'37"E	25.07'
C133	590.00'	52°21'30"	539.16'	S62°23'44"W	520.59'
C134	550.00'	27°04'47"	259.95'	S14°17'00"E	257.53'
C135	510.00'	27°03'27"	240.84'	S14°17'41"E	238.61'
C136	455.00'	19°22'45"	153.89'	S18°08'01"E	153.16'
C137	29.00'	5°39'15"	2.86'	N45°03'55"W	2.86'
C138	29.00'	8°04'39"	4.09'	N30°05'51"E	4.09'
C139	27.00'	90°00'00"	42.41'	S36°54'37"W	38.18'
C140	6.00'	108°49'26"	11.40'	N43°40'40"W	9.76'
C141	3.00'	161°10'34"	8.44'	S88°40'40"E	5.92'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S79°15'57"E	25.97'
L2	N72°48'29"E	231.01'
L3	S28°40'02"W	41.57'
L4	S00°45'58"W	45.23'
L5	S59°14'14"E	35.01'
L6	S46°35'38"E	40.56'
L7	S18°20'57"E	14.84'
L8	N46°35'38"W	40.56'
L9	S62°19'12"E	40.39'
L10	S67°27'35"E	22.58'
L11	N55°05'38"E	8.12'
L12	N59°59'46"W	5.55'
L13	S10°24'04"E	30.29'
L14	N10°24'04"W	30.29'
L15	S79°35'56"W	4.36'
L16	S20°21'20"E	2.64'
L17	N20°21'20"W	2.64'
L18	S23°34'40"E	15.42'
L19	S47°21'47"E	22.19'
L20	S47°21'47"E	22.19'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	N23°34'40"W	15.48'
L22	N02°05'40"W	120.93'
L23	N14°07'45"W	58.97'
L24	N81°36'16"E	33.45'
L25	N31°31'34"W	11.31'
L26	N02°49'12"E	30.07'
L27	S31°31'34"E	11.31'
L28	S11°09'00"W	55.18'
L29	S11°09'00"W	15.11'
L30	N36°17'26"E	55.63'
L31	N33°23'07"W	19.00'
L32	S33°23'07"E	19.00'
L33	N89°40'43"E	18.88'
L34	N24°44'09"E	25.45'
L35	S24°44'09"W	25.45'
L36	S89°40'43"W	18.88'
L37	N73°37'16"W	21.16'
L38	S73°37'16"E	21.16'
L39	N36°12'59"E	126.98'
L40	S36°12'59"W	31.04'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L41	N59°14'14"W	35.01'
L42	S30°45'46"W	24.50'
L43	S63°47'29"W	8.50'
L44	N46°35'38"W	24.50'
L45	S79°15'57"E	48.45'
L46	S79°15'57"E	16.73'
L47	N30°00'14"E	24.50'
L48	N02°49'12"E	54.65'
L49	N81°54'37"E	1.81'
L50	S79°04'54"E	3.88'

Y:\ANTHOLOGY\LANDSCAPE ARCHITECTURE\CURRENT DRAWINGS\PRELIMINARY LANDSCAPE PLAN-SEGMENT 1A.DWG
Friday, March 6, 2020

ANTHOLOGY

PRELIMINARY LANDSCAPE PLANS

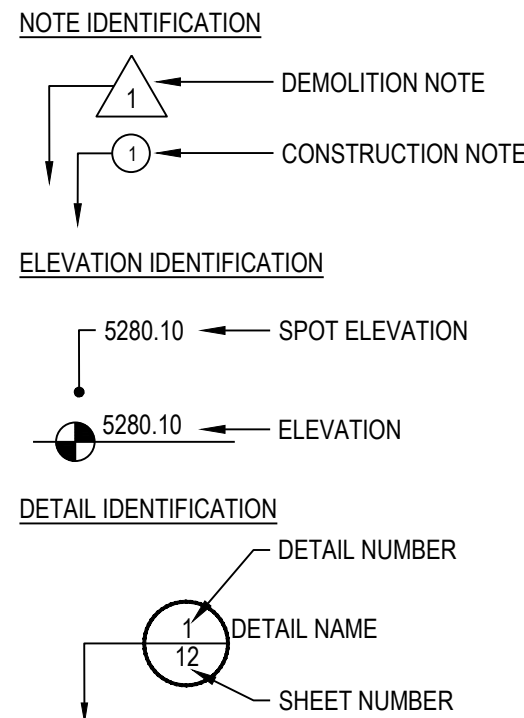
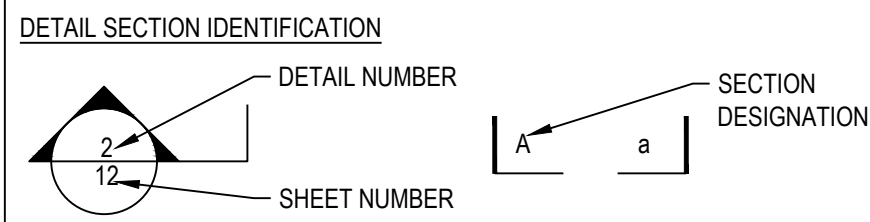
SHEET INDEX	
Sheet Number	Sheet Title
COVER	LANDSCAPE COVER SHEET
L0.0	OPEN SPACE EXHIBIT
L0.1-L0.2	LANDSCAPE NOTES & PLANT SCHEDULE
L0.3	LANDSCAPE REQUIREMENT CHARTS
L0.4	EXISTING CONDITIONS MAP
L0.5-L0.13	TREE PRESERVATION PLAN
L1.0	TRAILS MASTER PLAN
L1.1	MASTER STREET TREE & FENCING PLAN
L1.2-L1.32	LANDSCAPE PLAN
L2.0-L2.6	PARK AREA AMENITY PLANS
L3.0-L3.9	SITE & LANDSCAPE DETAILS



KEY MAP

SYMBOLS & ABBREVIATIONS

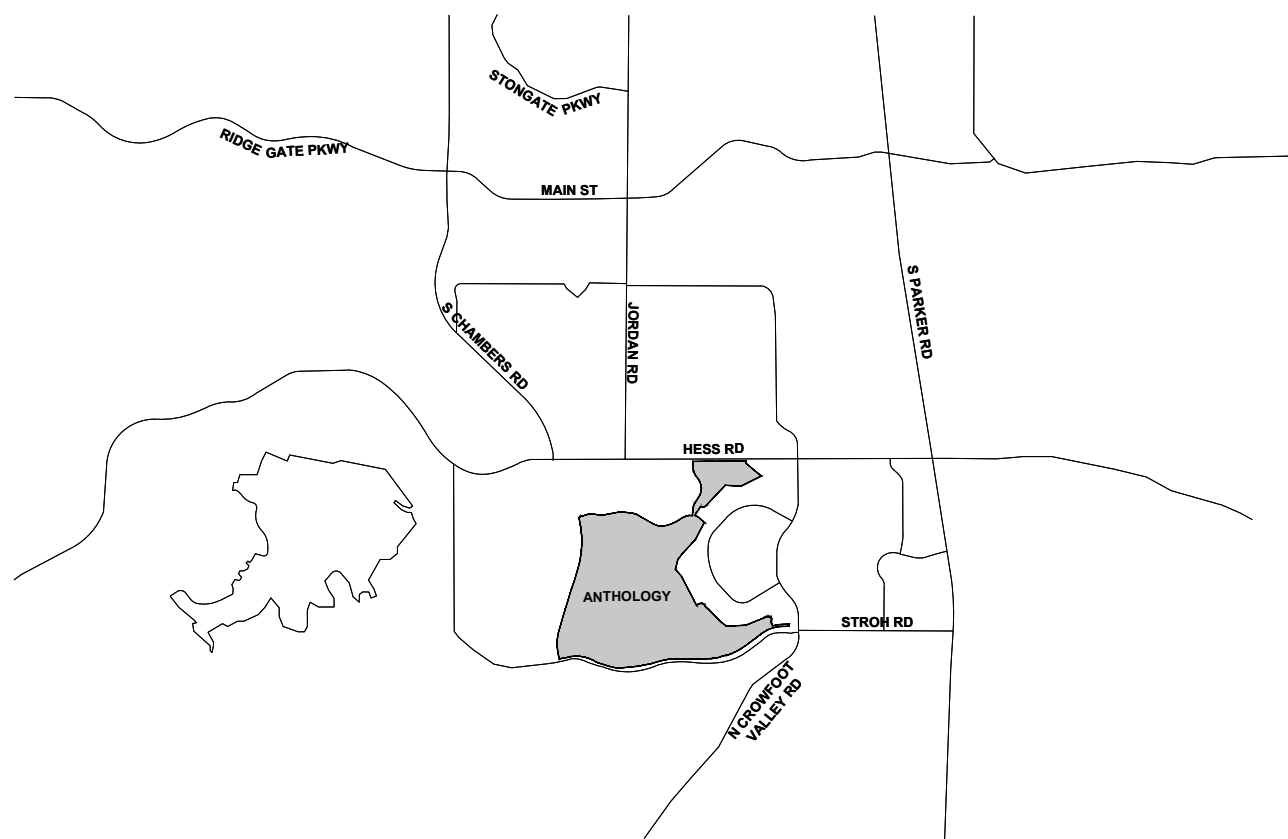
AC = ACRE APPROXIMATE = APPROX. B&B = BALL AND BURLAP BOC = BACK OF CURB B.M. = BENCHMARK BLDG. = BUILDING B.S. = BOTTOM OF STAIR B.W. = BOTTOM OF WALL CAL. = CALIPER C.B. = CATCH BASIN CL. CATCH BASIN CENTER LINE C.O. = CLEANOUT COL. = COLUMN CONC. = CONCRETE CONT. = CONTINUOUS CONTR. = CONTRACTOR C.F. = CUBIC FEET C.Y. = CUBIC YARD DET. = DETAIL DIM. = DIMENSION DIA. = DIAMETER DWG. = DRAWING EA. = EACH ELEV. = ELEVATION EXIST. = EXISTING E.P. = EDGE OF PAVING	EXP. = EXPANSION E.W. = EACH WAY F.F. = FINISH FLOOR F.G. = FINISH GRADE FIN. = FINISH F.H. = FIRE HYDRANT FL. = FLOW LINE FTG. = FOOTING FT. = FEET GA. = GAUGE GALV. = GALVANIZED H.W. = HEAD WALL H.P. = HIGH POINT HT. = HEIGHT HORIZ. = HORIZON I.D. = INNER DIAMETER IN. = INCH INV. = INVERT L.P. = LOW POINT L.F. = LINEAR FEET MAX. = MAXIMUM M.H. = MAN HOLE MIN. = MINIMUM MISC. = MISCELLANEOUS N.I.C. = NOT IN CONTRACT N.T.S. = NOT TO SCALE	O.C. = ON CENTER O.D. = OUTSIDE DIAMETER P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF CONNECTION P.V.C. = POLYVINYL CHLORIDE PIPE PL. = PROPERTY LINE R. = RADIUS R.C.P. = REINFORCED CONCRETE PIPE R.O.W. = RIGHT OF WAY REQ'D. = REQUIRED REINF. = REINFORCED SHT. = SHEET SPEC. = SPECIFICATIONS SQ. = SQUARE S.F. = SQUARE FEET S.Y. = SQUARE YARD S.S. = STAINLESS STEEL T.C. = TOP OF CURB T.S. = TOP OF STAIR T.W. = TOP OF WALL TYP. = TYPICAL VERT. = VERTICAL W/O. = WITH OUT W.W.M. = WOVEN WIRE MESH
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GENERAL NOTES

- DRAWINGS ARE INTENDED TO BE PRINTED ON 24 X 36 PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
- VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
- THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
- IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
- CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
- CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES AND REGULATORY AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
- UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
- ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE WORK AREA LIMIT SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMIT, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMIT OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
- COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEAN OUT AREAS WITH OWNER'S REPRESENTATIVE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCKPILES CONCRETE IN THE STORM SEWER IS PROHIBITED.
- THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
- CONTRACTOR SHALL MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
- THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR AND OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
- THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.

VICINITY MAP



OWNER / DEVELOPER

ESX MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

PLANNER / LANDSCAPE ARCHITECT



CIVIL ENGINEER



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ENGLEWOOD, CO 80112
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ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by:	BEM
Checked by:	JP
Submittal Date:	3.15.2020
	8.10.2020
	12.18.2020
	2.5.2021
	3.17.2021
	5.28.2021

Sheet Name
LANDSCAPE COVER SHEET

Sheet Number

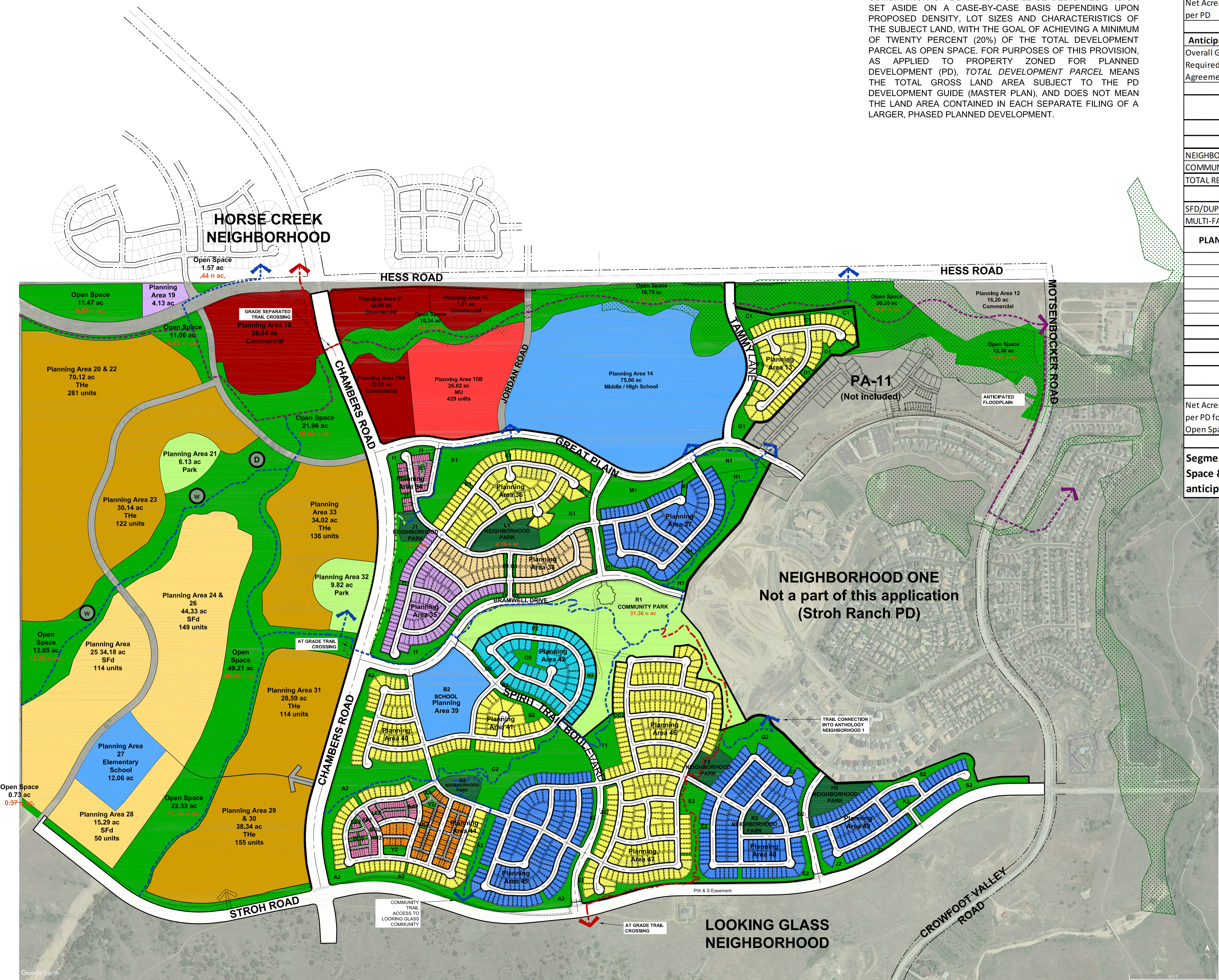
COVER

OPEN SPACE & PARK TRACKING EXHIBIT - PRELIMINARY PLAN SEGMENT 1-A

PER TOWN OF PARKER CODE FOR COMMON OPEN SPACE 13.07.145:

(c) AMOUNT OF COMMON OPEN SPACE REQUIRED.

(1) MINIMUM PERCENTAGE RECOMMENDED. THE TOWN WILL DETERMINE THE AMOUNT OF PUBLIC OPEN SPACE UNDER SUBSECTION 13.07.140(E) ABOVE, COMMON OPEN SPACE OR A COMBINATION OF BOTH THAT SHALL BE DEDICATED AND/OR SET ASIDE ON A CASE-BY-CASE BASIS DEPENDING UPON PROPOSED DENSITY, LOT SIZES AND CHARACTERISTICS OF THE SUBJECT LAND, WITH THE GOAL OF ACHIEVING A MINIMUM OF TWENTY PERCENT (20%) OF THE TOTAL DEVELOPMENT PARCEL AS OPEN SPACE. FOR PURPOSES OF THIS PROVISION, AS APPLIED TO PROPERTY ZONED FOR PLANNED DEVELOPMENT (PD), TOTAL DEVELOPMENT PARCEL MEANS THE TOTAL GROSS LAND AREA SUBJECT TO THE PD DEVELOPMENT GUIDE (MASTER PLAN), AND DOES NOT MEAN THE LAND AREA CONTAINED IN EACH SEPARATE FILING OF A LARGER, PHASED PLANNED DEVELOPMENT.



OPEN SPACE TRACKING			
Segment 1A Open Space Dedication			
Gross Acreage Anticipated per PD	Gross Acreage Provided per Preliminary Plat	Difference	
59.29	62.86	3.57	
Net Acreage Anticipated per PD	Net Acreage Provided per Preliminary Plat	Difference	
50.01	47.92	-2.09	
Anticipated Open Space Dedication for the Total Development Parcel			
Overall Gross Acreage Required per Annexation Agreement	Net Acreage Anticipated w/ Current Segment 1A Preliminary Plat	Difference (Exceeds Required)	
240.9	276.36	35.46	

ANTHOLOGY SEGMENT 1-A			
OVERALL PHASE ONE - PARK REQUIREMENTS			
TYPE	REQUIREMENT	REQUIRED (AC)	PROVIDED (AC)
NEIGHBORHOOD PARKS			5.83
COMMUNITY PARKS			31.36
TOTAL REQUIRED PARKS	MUNICIPAL CODE	11.28	37.19

DEDICATION REQUIREMENT			
SFD/DUPLEX	0.0239 acres/unit		
MULTI-FAMILY	0.0139 acres/unit		

PLANNING AREA	HOUSING TYPE	DU'S	TOTAL PARK REQUIRED
PA-13	SFD (50'x115' typ)	69	1.65
PA-34	MULTI-FAMILY (22'x60' typ)	53	0.74
PA-35	SFA (40'x100' typ)	104	2.49
PA-36	SFD (50'x115' typ)	96	2.29
PA-37	SFD (50'x115' typ)	103	2.46
PA-38	SFD (45'x115' typ)	69	1.65
Total		494	11.28
Total	SFD	441	
Total	MULTI-FAMILY	53	

OPEN SPACE & PARK TRACKING			
Segment 1A Open Space & Park Areas			
Net Acreage Anticipated per PD for both Park and Open Space	Net Acreage Provided per Preliminary Plat for both Park and Open Space	Difference	
81.56	85.11	3.55	

Segment 1A is providing 3.55 excess acres of combined Open Space & Park area when compared to the Net Area as anticipated in the PD.

LOT SUMMARY CHART

LOT TYPE	TOTAL UNITS
A-60'x115'	70
B-50'x115	507
C-50'x115' (Tylor)	69
D-45'x115'	551
TOWNHOMES	
22'x60'	125
DUPLEX	
40'x100' (FL)	104
25'x80'	106
TOTAL	1532

OPEN SPACE KEY	
GENERAL OPEN SPACE	
COMMUNITY PARK	
NEIGHBORHOOD PARK	

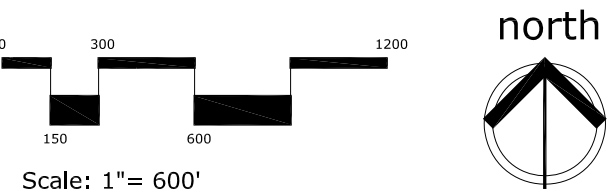
ANTICIPATED OPEN SPACE FOR THE TOTAL DEVELOPMENT PARCEL		
TYPE	TRACT	NET AREA (in Acres)
SEGMENT 1A		
	C1	2.48
	D1	1.44
	E1	0.04
	F1	0.42
	G1	1.42
	H1	7.89
	I1	8.80
	K1	12.80
	M1	4.98
	N1	3.00
	O1	1.28
	P1	0.19
	Q1	0.18
	T1	3.00
SUBTOTAL		47.92
SEGMENT 1B & 1C		
	A2	19.965
	C2	13.291
	E2	7.513
	G2	6.894
	I2	3.677
	J2	2.081
	K2	0.417
	M2	0.138
	N2	0.135
	O2	1.020
	P2	0.064
	Q2	0.269
	R2	0.473
	S2	1.009
	V2	0.160
	X2	0.173
	Y2	0.522
	AA2	0.050
	DD2	0.200
	EE2	0.151
	FF2	0.028
	GG2	0.058
	HH2	0.068
	II2	0.521
	JJ2	0.616
	KK2	0.037
	LL2	0.034
SUBTOTAL		59.564
OUTSIDE OF SKETCH PLAN		
	OS	15.76
	OS	9.71
	OS	0.44
	OS	9.55
	OS	6.83
	OS	18.09
	OS	48.06
	OS	12.46
	OS	17.66
	OS	0.37
	OS*	18.41
	OS*	10.83
	OS**	0.71
SUBTOTAL		168.88
TOTAL		276.36

*Annexation Agreement includes credit for the northeast open space area

** Additional Acreage adjacent to Planning Area 11

THE INTENT OF THIS EXHIBIT IS TO MEMORIALIZE HOW THE OPEN SPACE COMMITMENTS ARE BEING MET WITHIN THE ANTHOLOGY COMMUNITY. PER THE ANNEXATION AGREEMENT 240.90 GROSS ACRES OF OPEN SPACE IS REQUIRED TO BE DEDICATED. THIS EXHIBIT DEPICTS 276.36 NET ACRES OF OPEN SPACE THAT WOULD BE AVAILABLE FOR DEDICATION, EXCLUSIVE OF PARK AREAS. WE HAVE EXCEEDED THE REQUIRED AGREEMENT BY 35.46 ACRES.

AS MORE DETAILED PLANS ARE DEVELOPED FOR THE AREA WEST OF CHAMBERS ROAD THIS EXHIBIT WILL BE UPDATED TO ENSURE THAT THE OPEN SPACE COMMITMENTS ARE BEING MET FOR THE OVERALL PROJECT.



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ANTHOLOGY
PARKER, COLORADO
OPEN SPACE TRACKING EXHIBIT -
PRELIMINARY PLAN SEGMENT 1-A
PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
Submittal Date: 3.15.2020
Date: 8.10.2020
Know what's below. Call before you dig.
811
2.5.2021
3.17.2021
5.28.2021

Sheet Name
OPEN SPACE & PARKS
5/28/2021

Sheet Number
L0.0

Y:\ANTHOLGY\LANDSCAPE ARCHITECTURE\CURRENT DRAWINGS\PRELIMINARY LANDSCAPE PLAN-SEGMENT 1A.DWG

LANDSCAPE NOTES

SITE PREP

1. LANDSCAPE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS REGARDING DRAINAGE AND EROSION CONTROL NOTES, DETAILS AND PROCEDURES.
2. ALL WORK SHALL CONFORM TO LOCAL MUNICIPAL CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
7. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY.
8. SEE CIVIL ENGINEER'S DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS.
9. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
10. A PRE-CONSTRUCTION MEETING MAY BE REQUIRED BETWEEN THE LANDSCAPE CONTRACTOR, PROPERTY OWNER AND LANDSCAPE ARCHITECT BEFORE START OF CONSTRUCTION.
11. CONTRACTOR SHALL MINIMIZE ALL DISTURBANCE TO NON-IMPACTED AREAS.
12. SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
13. CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS FOR CONSTRUCTION WORK WITHIN THE LOCAL JURISDICTION. A SEPARATE LANDSCAPE CONSTRUCTION PERMIT IS REQUIRED AND USE AND SALES TAX WILL BE COLLECTED. WATER CONNECTION FEES ARE TO BE PAID PRIOR TO THE METER SETTING. A BACK FLOW PERMIT AND INSPECTION IS REQUIRED PRIOR TO THE METER BEING INSTALLED IN THE VAULT.
15. TOPSOIL IS TO BE STRIPPED & STOCKPILED ON-SITE FOR LATER USE.
16. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING OR NEW SITE IMPROVEMENTS DISTURBED OR DAMAGED DUE TO THEIR OPERATIONS. DAMAGED MATERIALS SHALL BE REPLACED/REPAIRED TO ITS PRIOR CONDITION.
17. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OR LANDSCAPE PLANTING. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED, REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
18. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED & AMENDED.
19. ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT ROTOTILLED AT A MIN. 8" DEPTH AT A RATE OF 4 CUBIC YARDS PER 1,000 SF.
20. CONTRACTOR SHALL SUBMIT SOIL AMENDMENT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.
21. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECH REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%, MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY LANDSCAPE ARCHITECT.

TURF, PLANT & GROUND COVER MATERIAL

22. ANY SUBSTITUTION OR ALTERATION OF PLANT OR LANDSCAPE MATERIALS IN LOCATION, SPECIES, TYPE, ETC. SHALL BE ALLOWED ONLY WITH APPROVAL OF THE LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS.
23. ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAS SPECIFICATIONS FOR NUMBER ONE GRADE.
24. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN WATER OR SEWER SERVICE LINES AND A MINIMUM SEPARATION OF 10' BETWEEN WATER OR SEWER MAIN LINES. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN GAS LINES.
25. ALL PROPOSED IRRIGATED TURF AREAS SHALL BE SODDED WITH THE BLEND SPECIFIED IN THESE PLANS. SOD SHALL BE LAID ON A FIRM BED WITH TIGHT JOINTS AND WITHOUT VOIDS.
26. TREE WRAP TO BE APPLIED IN LATE FALL AFTER INSTALLATION, AND REMOVED THE FOLLOWING SPRING. REMOVE ANY STRING OR WIRE AROUND TREE TRUNKS AT TIME OF INSTALLATION.
27. CONTRACTOR SHALL REPORT ANY DISCREPANCY FOUND IN THE FIELD VERSUS THE LANDSCAPE DRAWINGS IMMEDIATELY TO THE LANDSCAPE ARCHITECT. OWNER'S REPRESENTATIVE, AND/OR THE CITY/COUNTY PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITY. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN THE CONTRACTOR'S LIABILITY TO RELOCATE AND REPAIR.
28. MAINTAIN A MINIMUM THREE-FOOT CLEARANCE AROUND FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS OR OTHER FIRE SERVICE EQUIPMENT. NO TREES OR SHRUBS WILL BE ALLOWED WITHIN THIS AREA.
29. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, AREAS OR UTILITY EASEMENTS. CONTACT LANDSCAPE ARCHITECT FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.

FINE GRADING NOTES

1. SLOPES NOT TO EXCEED 4:1 MAX. - 1% MIN.
2. SATISFACTORY SOILS: ASTM D 2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM, OR A COMBINATION OF THESE GROUP SYMBOLS; FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES (75 MM) IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.
3. STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER WASTE MATERIALS.
4. STRIP EXISTING SURFACES OF UNSUITABLE TOPSOIL, INCLUDING TRASH, DEBRIS, WEEDS, ROOTS, AND OTHER WASTE MATERIALS.
5. STOCKPILE TOPSOIL MATERIALS ON-SITE WITHOUT INTERMIXING WITH SUBSOIL.
6. REMOVE EXISTING VEGETATION, DEBRIS, UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE BEFORE PLACING FILLS.
7. PLOW, SCARIFY, BENCH, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL.
8. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED CROSS-SECTIONS, ELEVATIONS AND GRADES WITH SATISFACTORY SOIL MATERIAL.
9. UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.

SEEDING ESTABLISHMENT NOTES:

- 1) SEED SHALL BE LABELED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE, RULES AND REGULATIONS AND FEDERAL SEED ACT. SEED SHALL BE EQUAL IN QUALITY TO THE STANDARDS FOR "CERTIFIED SEED" AND SHALL BE FURNISHED IN SEALED, UNOPENED, STANDARD CONTAINERS. SEED SHALL BE FRESH, CLEAN, PURE LIVE SEED WITH THE VARIETIES MIXED IN PROPORTIONS BY WEIGHT SHOWN AND MEETING THE MINIMUM PERCENTAGES OF PURITY AND GERMINATION SPECIFIED.
- 2) SEED SHALL BE APPLIED AT A RATE SHOWN BY MIX. SEED SHALL PASS GOVERNMENT TEST OF GERMINATION OF EIGHTY PERCENT (80%) AND FOR PURITY OF NINETY PERCENT (90%). THE PURE LIVE SEED SHALL NOT BE LESS THAN SIXTY SEVEN ON ONE-HALF PERCENT (67.5%) FOR ANY ONE VARIETY, WITH THE AVERAGE OF THE MIXTURE, NO LESS THAN SEVENTY TWO PERCENT (72%). ALL SEED SHALL BE FREE OF POA ANNUA AND ALL NOXIOUS OBJECTIONABLE WEEDS WITH A MAXIMUM CROP OF ONE-TENTH PERCENT (0.1%) AND MAXIMUM WEED OF ONE-TENTH PERCENT (0.1%). IF SEED AVAILABLE ON THE MARKET DOES NOT MEET THE MINIMUM PURITY AND GERMINATION PERCENTAGES SPECIFIED, THE CONTRACTOR MUST COMPENSATE BY FURNISHING SUFFICIENT ADDITIONAL SEED TO EQUAL THE SPECIFIED PRODUCT.
- 3) SPREAD ORGANIC SOIL AMENDMENT MATERIALS, AT A RATE OF 3 C.Y. PER 1000 SQUARE FEET, EVENLY OVER ENTIRE DISTURBED AREA AND THOROUGHLY INCORPORATE, BY MIXING, ROTOTILLING OR FINELY DISKING (MAX. 1" SIZE), TO A DEPTH OF SIX INCHES. ALL STONES, STICKS AND DEBRIS BROUGHT TO THE SURFACE SHALL BE REMOVED FROM THE SITE PROPERLY DISPOSED OF BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER. ALL SEED AREAS WILL THEN BE RAKED AND ROLLED TO THE DESIRED FINISHED GRADES WITH GENTLY SLOPING SURFACES TO ADEQUATELY DRAIN ALL SURFACE WATER RUNOFF. THE FINISHED SURFACE SHALL BE EVEN AND UNIFORM AND NO DIRT CLOUDS LARGER THAN ONE INCH (1") IN DIAMETER SHALL APPEAR ON THE SURFACE. THE SOIL SURFACE SHALL BE SMOOTH, LOOSE AND OF FINE TEXTURE, AND BE FLUSH WITH ALL PAVING EDGES.
- 4) CONTRACTOR SHALL USE APPROPRIATE MECHANICAL POWER (BRILLION SEEDER OR EQUAL) TO DRILL THE SEED INTO THE SEEDBED WHEREVER POSSIBLE. SEED SHALL BE SOWN TO A DEPTH OF ONE-HALF INCH (½"). DRILLING SHALL BE DONE IN 2 SEPARATE APPLICATIONS CROSSING THE AREA AT RIGHT ANGLES TO ONE ANOTHER TO GUARANTEE PROPER COVERAGE. ON SLOPING LAND, SEEDING OPERATIONS SHALL FOLLOW THE GENERAL CONTOUR. AREAS TOO SMALL TO DRILL SEED MAY BE BROADCAST BY HAND AND APPLICATION RATES SHALL BE DOUBLED. SEEDING OF ANY KIND WILL NOT BE PERMITTED WHEN WIND VELOCITY IS SUCH AS TO PREVENT UNIFORM SEED DISTRIBUTION. NO APPLICATION SHALL TAKE PLACE WITH THE PRESENCE OF FREE SURFACE WATER OR WHEN GROUND IS FROZEN OR CANNOT BE TILLED. ADDITIONAL TOPICAL OVER SEEDING MAY BE APPLIED TO PREVIOUSLY SEEDED AREAS IN ORDER TO ACHIEVE ADEQUATE GROUND COVER AND EROSION RESISTANCE.
- 5) SEEDED AREAS MAY REQUIRE TEMPORARY ABOVE GROUND SPRAY IRRIGATION UNTIL ESTABLISHMENT. IRRIGATION SHALL BE REMOVED UPON ACCEPTANCE BY THE CITY. WHERE STEEP SLOPES OCCUR, LANDSCAPE CONTRACTOR MAY REQUIRE VARIOUS METHODS OF TEMPORARY IRRIGATION TO ACHIEVE SEED ESTABLISHMENT. SUCH METHODS SHALL BE IN COMPLIANCE WITH THE PROJECT'S EROSION CONTROL METHODS, BMP'S AND ALL CITY CODES AND REQUIREMENTS.

NOTES:

1. DISTURBED AREAS TO BE RE-VEGETATED PER THE GRADING AND EROSION CONTROL PLANS.
2. PER TREE CONSERVATION PLAN, ALL MITIGATED SHRUBS FROM REMOVAL OF EXISTING SHRUB MASSES SHALL BE PLANTED WITHIN THE PROPOSED LANDSCAPE.
3. LANDSCAPE PLACEMENT IN THE TREE LAWN ADJACENT TO LOTS IS NOT FINAL AND MAY CHANGE BASED UPON DRIVEWAY AND UTILITY LOCATIONS.
4. NO FENCES OR STRUCTURES WILL BE ALLOWED WITHIN SIGHT TRIANGLES.
5. SHRUBS AND PLANTINGS WILL BE NO TALLER THAN 2 FEET

30. THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY LANDSCAPE ARCHITECT IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
31. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY LANDSCAPE ARCHITECT.
32. NO PLANT MATERIAL SHALL BE PLANTED WITHIN 10' OF ANY EXISTING OR PROPOSED ELECTRICAL SWITCHGEARS, TRANSFORMERS OR OTHER ELECTRICAL UTILITY EQUIPMENT. PLANT MATERIAL MAY BE FIRM ADJUSTED TO PROVIDE THE 10' CLEAR SPACE AND ACCESSIBILITY REQUIRED BY THE UTILITY'S OWNER/OPERATOR.
33. ANY TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY LANDSCAPE ARCHITECT PRIOR TO DOING WORK.
34. PROPOSED PLANT SPECIES MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY AT TIME OF CONSTRUCTION. ALL SPECIES SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. OVERALL PLANT QUANTITIES & SIZES SHALL REMAIN AS INDICATED ON THE PLANT SCHEDULE. CONTRACTOR SHALL VERIFY THAT ANY SUBSTITUTED PLANT SPECIES ARE ACCEPTABLE TO THE LOCAL MUNICIPALITY OR GOVERNING JURISDICTIONS.
35. IF SPECIFIED PLANTS ARE NOT COMMERCIALY AVAILABLE AT TIME OF CONSTRUCTION/INSTALLATION, CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT FOR A SUBSTITUTION.

PLANTING BEDS

36. ALL PROPOSED PLANTING BEDS SHALL CONTAIN THE SPECIFIED MULCH. ROCK MULCH BEDS SHALL INCLUDE MIRAFI WEED BARRIER FABRIC OR EQUAL SECURED WITH PINS. OVERLAP FABRIC MIN. 24" AT EDGES. NO FABRIC IS REQUIRED IN WOOD MULCH AREAS.
37. ALL MUGH TO BE 4" DEPTH
38. WOOD MULCH SHALL BE 'GORILLA HAIR' OR EQUAL SHREDDED CEDAR MULCH, 4" DEPTH.
39. NO EDGING IS REQUIRED AGAINST HARDSCAPE/WALK AREAS OR AT TREE RING EDGES. EDGING SHALL BE INSTALLED TO AVOID IMPEDING DRAINAGE. RE: DETAILS FOR INSTALLATION IN LOW DRAINAGE AREAS.
40. FOR TREES NOT IN PLANTING BEDS, ALLOW A 6" (6" DIAMETER BED (TREE RING)) WITHOUT SOD AROUND ROOT COLLAR. APPLY SPECIFIED WOOD MULCH & DEPTH AROUND COLLAR FOLLOWING SOD INSTALLATION. NO FABRIC OR STEEL EDGER IS NECESSARY WITHIN TREE RINGS IN NATIVE AREAS. TREES IN PLANTING BEDS SHALL NOT HAVE WEED BARRIER INSTALLED WITHIN 6" OF THEIR TRUNKS.

HARDSCAPE

41. REFER TO SITE PLANS & DETAILS FOR SPECIALTY CONCRETE LOCATIONS WHERE APPLICABLE.

IRRIGATION

42. 1)PERMANENT UNDERGROUND IRRIGATION IS REQUIRED IN ALL LANDSCAPE AREAS. 2) TURF AREAS ARE ZONED SEPARATELY FROM BED AREAS, 3) CONTROLLER TO INCLUDE RAIN SHUT-OFF, 4) HYDROZONES WILL BE ON SEPARATE IRRIGATION ZONES ACCORDING TO WATER-DEMAND.
43. REFER TO IRRIGATION PLANS FOR LIMIT AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM STANDARDS FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATIONS DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECH REPORT.
44. TURF & IRRIGATED NATIVE AREAS (WHERE APPLICABLE) SHALL BE IRRIGATED BY AUTOMATIC POP-UP SPRAY SYSTEM. SHRUBS & PLANTING BEDS SHALL BE IRRIGATED WITH DRIP/BUBBLER SYSTEM.
45. ALL TREES & SHRUBS OUTSIDE OF BEDS WITHIN NATIVE AREAS SHALL BE DRIP IRRIGATED. ALL IRRIGATION SHALL BE AN AUTOMATIC UNDERGROUND SYSTEM
46. REFER TO IRRIGATION PLANS FOR DETAILED INFORMATION.

MAINTENANCE

47. CONTRACTOR IS TO MAINTAIN ALL PLANTINGS AND ASSOCIATED IRRIGATION SYSTEM INSTALLED UNDER THIS CONTRACT UNTIL FINAL ACCEPTANCE BY THE TOWN AND TURNOVER TO OWNER. THIS MAINTENANCE SHALL INCLUDE PROPER WATERING OF ALL PLANTS, AND MOWING OF TURF/SEED AREAS IF NECESSARY.
48. SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
49. ALL PLANT MATERIAL WILL BE COVERED BY A WARRANTY PERIOD. THE CONTRACTOR SHALL REPLACE DEAD, UNHEALTHY, OR OTHERWISE UNSATISFACTORY MATERIAL THROUGHOUT THIS PERIOD. THE WARRANTY SHALL BEGIN UPON FINAL ACCEPTANCE OF THE JOB.
49. LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A LIVING CONDITION BY THE OWNER OR ASSIGNS OR OWNERS ASSOCIATION. TREES AND SHRUBS MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED PLANT MATERIAL (AS DETERMINED BY THE LOCAL MUNICIPALITY) SHALL BE REPLACED. NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH, MUST BE 100% INTACT AFTER ONE YEAR AND 100% INTACT THEREAFTER.
51. LANDSCAPE AREAS WITHIN THE PROPERTY AND WITHIN THE ADJACENT RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

10. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
11. CUT OUT SOFT SPOTS, FILL LOW SPOTS AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
12. SITE GRADING: SLOPE GRADES TO DIRECT WATER AWAY FROM ADJACENT STRUCTURES AND TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
A. AT LOCATIONS DESIGNATED FOR LAWN OR UNPAVED AREAS: PLUS OR MINUS 1 INCH (25 MM).
B. AT DESIGNATED PAVEMENT LOCATIONS: PLUS OR MINUS 1/2 INCH (13 MM).
13. GRADING ON SLOPES: INSTALL EROSION STABILIZATION FABRIC PER MANUFACTURERS RECOMMENDATIONS ON SLOPED SURFACES EQUAL TO OR GREATER THAN A RATIO OF 1) VERTICAL FOOT TO 3) HORIZONTAL FEET.
14. CONTRACTOR WILL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY-CONTROL TESTING.
15. PROTECT NEWLY GRADED AREAS FROM TRAFFIC, FREEZING, AND EROSION. KEEP FREE OF TRASH AND DEBRIS.
16. REPAIR AND REESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE DEVELOPED OR PARTIALLY DEVELOPED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS.
17. WHERE SETTILING OCCURS BEFORE PROJECT CORRECTION PERIOD ELAPSES, REMOVE FINISHED SURFACE GRADING, BACKFILL WITH ADDITIONAL SOIL MATERIAL, COMPACT, AND RECONSTRUCT SURFACE GRADING.
18. TRANSPORT SURPLUS SATISFACTORY SOIL TO DESIGNATED STORAGE AREAS ON OWNER'S PROPERTY. STOCKPILE OR SPREAD SOIL AS DIRECTED BY OWNER.

- 6) MULCH WILL BE HYDRO MULCH. HYDRO MULCH SHALL BE CONWED 200 AND TACKIFIER OR APPROVED SUBSTITUTE MEETING THE FOLLOWING REQUIREMENTS:
I. VIRGIN WOOD CELLULOSE FIBER. MAY NOT CONTAIN ANY SUBSTANCE OR FIBER THAT MAY INHIBIT GERMINATION OF GROWTH OF GRASS SEEDS AND PLANTS.
II. DYE TO APPROPRIATE COLOR TO ALLOW PROPER METERING OF APPLICATION.
III. FIBERS MUST HAVE ABILITY TO BECOME EVENLY DISPERSED AND SUSPENDED WHEN AGITATED IN WATER.
IV. WHEN SPRAYED UNIFORMLY ON SURFACE OF SOIL, FIBERS SHALL FORM BLOTTER - LIKE GROUND COVER THAT READILY ABSORBS WATER, AND ALLOWS INFILTRATION TO UNDERLYING SOIL.
V. WEIGHT SPECIFICATIONS SHALL REFER ONLY TO AIR DRY WEIGHT OF FIBERS WITH A STANDARD MOISTURE CONTENT OF TEN PERCENT (10%).
VI. MULCH MATERIAL SHALL BE SUPPLIED IN CONTAINERS NOT WEIGHING OVER ONE HUNDRED (100) LBS AND SHOWING AIR DRY WEIGHT OF FIBERS.
VII. ORGANIC TACKIFIER MAY BE SUPPLIED WITH HYDROMULCH FIBERS OR BE ADDED AT A LATER TIME.

WEED MANAGEMENT

BEFORE SEEDING, REMOVE EXISTING WEEDS BY PULLING, TILLING UNDER AND/OR, APPLYING A GLYPHOSATE HERBICIDE SUCH AS ROUNDUP®. OR BY A COMBINATION OF THESE METHODS. FOR ADDITIONAL WEED CONTROL AFTER SITE PREPARATION, A SOIL FUMIGANT MAY BE USED, OR THE AREA MAY BE IRRIGATED TO ENCOURAGE WEED GROWTH AND THEN SPRAYED WITH A GENERAL HERBICIDE. IN VERY WEEDY AREAS, THE FOLLOWING METHOD IS SUGGESTED: (1) TILL SOIL OR SPRAY VEGETATION WITH ROUNDUP®. WHEN USING AN HERBICIDE, ALLOW VEGETATION TO DIE, THEN RAKE OUT THE DEAD DEBRIS. IF PERENNIAL WEEDS SUCH AS BINDWEED ARE PRESENT, USING AN HERBICIDE IS MORE EFFECTIVE THAN TILLING. (2) IRRIGATE TO ENCOURAGE GERMINATION OF WEED SEEDS NEAR THE SURFACE; MOST SEEDS WILL GERMINATE WITHIN TWO WEEKS IF CONSISTENT MOISTURE IS AVAILABLE. DO NOT TILL THE SOIL AGAIN BECAUSE THIS WILL BRING EVEN MORE WEED SEEDS UP TO THE SURFACE. (3) SPRAY ANY NEW GROWTH WITH ROUNDUP®. (4) AFTER RAKING OUT DEAD VEGETATION, ALLOW SOIL TO RECOVER FOR-4 WEEKS BEFORE PLANTING SEE. A RECOVERY PERIOD OF THIS DURATION IS ADVISABLE BECAUSE EXTENSIVE USE OF GLYPHOSATE HERBICIDES MAY CAUSE A DELAY IN GERMINATION AND IN THE VIGOROUS GROWTH OF SEEDLINGS. ONCE THE SEEDS HAVE GERMINATED, FURTHER WEED CONTROL IS USUALLY NECESSARY. IF PRACTICAL, PULL ALL WEEDS AS SOON AS THEY CAN BE IDENTIFIED. OTHER SUCCESSFUL TECHNIQUES ARE SPOT-SPRAYING WITH A GENERAL HERBICIDE OR SELECTIVELY CUTTING WEEDS WITH A STRING TRIMMER. BE SURE TO REMOVE WEEDS BEFORE THEY RESEED. ONCE ESTABLISHED, NATIVE AREAS MAY BE MOWED TWICE A SEASON OR AS REQUIRED TO MINIMIZE WEED GROWTH. FURTHER MOWING ADJACENT TO ROADWAYS AND PARK AREAS MAY BE REQUIRED AS SEASONAL DROUGHT AND FIRE CONDITIONS MAY DICTATE.

SEED MIXES

TOWN OF PARKER SEED MIX 1	
COMMON NAME	PERCENTAGE
CANADA WILDRYE	20%
CRESTED WHEATGRASS	15%
SLENDER WHEATGRASS	15%
ANNUAL RYEGRASS	10%
SHEEP FESCUE	10%
BIG BLUESTEM	10%
SIDE-OATS GRAMA	10%
CANADA BLUEGRASS	5%
BLUE GRAMA	5%

SEEDING RATE
DRILLED: 25 LBS/AC.
BROADCAST: 50 LBS/AC.

NOTE:
1. SEED MIX TO BE USED IN AREAS DISTURBED BY GRADING.
2. AREAS WITH THIS SEED MIX TO BE TEMPORARILY IRRIGATED UNTIL ESTABLISHMENT ONLY.

TEMPORARILY IRRIGATED
NATIVE SEED MIX

COMMON NAME	PERCENTAGE
EPHRAIM CRESTED WHEATGRASS	25%
SHEEP FESCUE	23%
PERENNIAL RYEGRASS	18%
CANADA BLUEGRASS	13%
BARLEY OR OATS	12%
BLUE FESCUE	9%

SEEDING RATE
DRILLED: 25 LBS/AC.
BROADCAST: 50 LBS/AC.

SOD MIXES

ENVIROTURF SOD: 'ENVIROTURF'
BY TURF MASTERS, LLC.

PLANT SCHEDULE SEGMENT 1A -RIGHT OF WAY

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/H.T.
AA	134	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple	B & B	2" Cal
AS	15	Acer miyabei 'State Street'	Miyabei Maple	B & B	2" Cal
AE2	28	Acer platanoides 'Emerald Queen'	Emerald Queen Maple	B & B	2" Cal
AF3	38	Acer rubrum 'Frank Jr.'	Redpointe Maple	B & B	2" Cal
AF	26	Acer saccharum 'Fall Fiesta'	Sugar Maple	B & B	2" Cal
AO	23	Aesculus glabra	Ohio Buckeye	B & B	2" Cal
CS	138	Catalpa speciosa	Northern Catalpa	B & B	2" Cal
CO	44	Celtis occidentalis	Common Hackberry	B & B	2.5" CAL
GI	41	Gleditsia triacanthos 'Imperial'	Imperial Honeylocust	B & B	2" Cal
GS	35	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2" Cal
GI2	57	Gleditsia triacanthos inermis 'Skyline' TM	Skyline Thornless Honey Locust	B & B	2" Cal
GI3	31	Gleditsia triacanthos inermis 'Sunburst'	Sunburst Common Honeylocust	B & B	2" Cal
GK	61	Gymnocladus dioica 'Espresso'	Kentucky Coffee Tree - 'Espresso'	B & B	2" Cal
QB	51	Quercus bicolor	Swamp White Oak	B & B	2" Cal
QB2	8	Quercus buckleyi	Buckley Oak	B & B	2" Cal
OM	40	Quercus macrocarpa	Burr Oak	B & B	2" Cal
QS	45	Quercus shumardii	Shumard Red Oak	B & B	2" Cal
QP	83	Quercus x warei 'Regal Prince'	Regal Prince Oak	B & B	2" Cal
TR	62	Tilia americana 'Redmond'	Redmond American Linden	B & B	2" Cal
UL	117	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B & B	2" Cal
UD	16	Ulmus davidiana japonica 'Discovery'	Discovery Elm	B & B	2" Cal
UP	6	Ulmus wilsoniana 'Prospector'	Prospector Elm	B & B	2" Cal
AE	23	Ulmus x 'Frontier'	American Elm	B & B	2" Cal

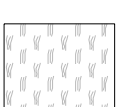
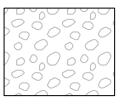
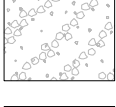
ORNAMENTAL TREE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/H.T.
AH	20	Acer tataricum 'Hot Wings'	Hot Wings Tatarian Maple	B & B	6"-8" Clump

DECIDUOUS SHRUBS & LARGE GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
DKS	41	Caryopteris x clandonensis 'Dark Knight'	Blue Mist Spirea	5 gal	4' X 6'

PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
MY	61	Achillea x 'Moonshine'	Moonshine Yarrow	1 gal	2' x 2'
CT	26	Cerastium tomentosum	Snow In Summer	1 gal	1' X 1'
SM	6	Salvia x sylvestris 'May Night'	May/Night Salvia	1 gal	2' X 2'

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
BOG	98	Helictotrichon sempervirens 'Sapphire'	Blue Oat Grass	1 gal	2' X 2.5'
NP	12	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal	2' X 2'

GROUND COVERS

	QTY	BOTANICAL NAME	COMMON NAME	CONT
	19,329 sf	LOW GROW NATIVE SEED MIX	SEED MIX-RE: LANDSCAPE NOTES	seed
	3,854 sf	MULCH ROCK	ROCK MULCH	SF
	1,775 sf	MULCH, ROCK-RIVER COBBLE	RIVER COBBLE	mulch
	442,015 sf	SOD - RTF WATER SAVER SOD OR EQUAL	SOD-RE: LANDSCAPE NOTES	sod
	18,990 sf	TEMPORARILY IRRIGATED NATIVE SEED MIX	FOR AREA DISTURBED BY GRADING	seed

■ Prepared For ■

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7353 SOUTH ALTON WAY
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■ Land Planning ■



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ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

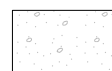
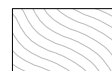
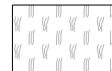
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Submittal Date:	3.15.2020
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LANDSCAPE NOTES &
PLANT SCHEDULE

■ Sheet Number ■

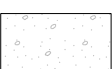
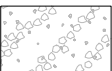
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PLANT SCHEDULE SEGMENT 1A OPEN SPACE

DECIDUOUS TREES		QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.
AA		16	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple	B & B	2"Cal
AS		5	Acer miyabei 'State Street'	Miyabei Maple	B & B	2"Cal
CS		13	Catalpa speciosa	Northern Catalpa	B & B	2"Cal
CO		30	Celtis occidentalis	Common Hackberry	B & B	2.5" CAL
GK		44	Gymnocladus dioica 'Espresso'	Kentucky Coffee Tree - 'Espresso'	B & B	2"Cal
QB		80	Quercus bicolor	Swamp White Oak	B & B	2"Cal
QM		36	Quercus macrocarpa	Burr Oak	B & B	2"Cal
QS		58	Quercus shumardii	Shumard Red Oak	B & B	2"Cal
GL		25	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B & B	2"Cal
AE		5	Ulmus x 'Frontier'	American Elm	B & B	2"Cal
EVERGREEN TREES		QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.
PGD		34	Picea glauca densata	Black Hills Spruce	B & B	6" Ht. Min.
PH3		65	Pinus heldreichii	Bosnian Pine	B & B	6" Ht. Min.
PN3		144	Pinus nigra	Austrian Black Pine	B & B	6"-8" Ht.
PN4		20	Pinus nigra	Austrian Black Pine	B & B	8"-10" HT.
PP6-8		335	Pinus ponderosa	Ponderosa Pine	B & B	6" Ht. Min.
PP		2	Pinus ponderosa	Ponderosa Pine	B & B	8"-10" HT.
ORNAMENTAL TREE		QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.
AG		42	Acer ginnala 'Flame'	Flame Amur Maple	Clump	6"-8" Clump
AH		5	Acer tataricum 'Hot Wings'	Hot Wings Tatarian Maple	B & B	6"-8" Clump
AG2		80	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry	B & B	6"-8" Clump
WKH		29	Crataegus viridis 'Winter King'	'Winter King' Hawthorn	B & B	1.5"Cal
MI		15	Malus x 'Indian Magic'	Indian Magic Crab Apple	B & B	2.5"Cal
PT		14	Prunus x americana Toka	Toka Plum	B & B	2"Cal
DECIDUOUS SHRUBS & LARGE GRASSES		QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
BO		59	Berberis thunbergii 'Orange Rocket'	Orange Rocket Barberrry	5 gal	5' X 2'
BC		86	Berberis thunbergii Burgundy Carousel	Burgundy Carousel	5 gal	3' X 4'
BP		156	Buddleia davidii 'Purple Haze'	Purple Haze Butterfly Bush	5 gal	3' X 4'
DBB		12	Buddleia x 'Blue Chip'	Dwarf Blue-Purple Butterfly Bush	5 gal	2.5' x 2.4'
DKS		123	Caryopteris x clandonensis 'Dark Knight'	Blue Mist Spirea	5 gal	4' X 6'
RB		178	Chrysothamnus nauseosus	Rabbitbrush	5 gal	4' X 6'
CI3		104	Cornus alba 'Ivory Halo' TM	Tatarian Dogwood	5 gal	5' X 5'
CB		281	Cornus sericea 'Bailey'	Red Twig Dogwood	5 gal	7' X 7'
CI		12	Cornus sericea 'Isanti'	Isanti Redosier Dogwood	5 gal	4' X 5'
CA2		27	Cornus stolonifera 'Arctic Fire'	Arctic Fire Dogwood	5 gal	4' X 4'
CS2		137	Cytisus scoparius 'Moonlight'	Moonlight Broom	5 gal	5' X 5'
EN		92	Ericameria nauseosa	Rubber Rabbitbrush	5 gal	4' X 4'
FN		1	Forestiera neomexicana	New Mexico Privet	5 gal	10' x 6'
FT		6	Forsythia x 'Gold Leaf'	Forsythia 'Gold Leaf'	5 gal	5' X 5'
MG2		12	Miscanthus sinensis 'Gracillimus'	Maiden Grass	5 gal	4' X 5'
MZ		4	Miscanthus sinensis 'Zebrinus'	Zebra Grass	5 gal	6' X 4'
PH		40	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	5 gal	4' X 3'
PSA		650	Paroskia atriplicifolia	Russian Sage	5 gal	5' X 4'
DGN		414	Physocarpus opulifolius 'Dart's Gold'	Yellow Ninebark	5 gal	4' X 4'
MN		10	Physocarpus opulifolius 'Diablo'	Diablo Ninebark	5 gal	7' x 7'
PL		30	Physocarpus opulifolius 'Little Devil' TM	Dwarf Ninebark	5 gal	3'-4'
PM		99	Potentilla fruticosa 'McKay's White'	McKay's White Bush Cinquefoil	5 gal	2' X 3'
SCH		4	Prunus besseyi 'Pawnee Buttes'	Pawnee Buttes Sand Cherry	5 gal	18" X 5'
PLS		506	Prunus x cistena	Purple Leaf Sand Cherry	5 gal	8' X 6'
RD2		20	Rhus typhina 'Dissecta'	Staghorn Sumac	5 gal	12' x 10'
RT		24	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	6' X 6'
GC		436	Ribes aureum	Golden Currant	5 gal	6' X 6'
RW		9	Rosa Meidiland series 'White'	White Meidiland Rose	5 gal	2' X 3'
RAG		92	Saccharum ravennae	Ravenna Grass	5 gal	12' X 5'
SE		44	Salix exigua	Coyote Willow	5 gal	5' x 1.5'
GFS		10	Spiraea japonica 'Goldflame'	Goldflame Spirea	5 gal	4' X 4'
LS		175	Spiraea japonica 'Limemounds'	Limemound Spirea	5 gal	2' X 2'
SN		90	Spiraea nipponica 'Snowmound'	Snowmound Spirea	5 gal	3' X 4'
NFS		228	Spiraea x bumalda 'Neon Flash'	Neon Flash Spirea	5 gal	2' X 3'
MKL		110	Syringa patula 'Miss Kim'	Miss Kim Lilac	5 gal	4' X 5'
SP		147	Syringa x hyacinthiflora 'Pocahontas'	Pocahontas Lilac	5 gal	10' X 8'
VA		44	Viburnum lantana 'Mohican'	Mohican Wayfaring Tree	5 gal	10' x 10'
WT		258	Viburnum trilobum 'Compactum'	Compact American Cranberry Viburnum	5 gal	6' X 4'
		24	Weigela florida 'Tango'	Tango Weigela	5 gal	2.5' X 3'
PERENNIALS		QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
AP3		14	Artemisia x 'Powis Castle'	Powis Castle Artemisia	1 gal	2' X 2'
CT		508	Cerastium tomentosum	Snow In Summer	1 gal	1' X 1'
GP		46	Gaura lindheimeri 'Pink Cloud'	Pink Cloud Gaura	1 gal	2' X 2'
DAY		131	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	1.5' X 1'
SM		347	Salvia x sylvestris 'May Night'	MayNight Salvia	1 gal	2' X 2'
EVERGREEN SHRUBS		QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
EP		7	Euonymus coloratus	Purple Wintercreeper	5 gal	2' X 6'
JUB		15	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	5 gal	8" X 7'
JA		30	Juniperus sabina 'Arcadia'	Arcadia Juniper	5 gal	2' X 6'
SCJ		19	Juniperus sabina 'Scandia'	Scandia Juniper	5 gal	2' X 6'
JUT		51	Juniperus sabina 'Tam'	Tam's Juniper	5 gal	6' X 8'
PM2		99	Pinus mugo 'Mops'	Mugo Pine	5 gal	3' X 3'
GRASSES		QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
BB		53	Bouteloua gracilis 'Blonde Ambition'	Blue Grama	1 gal	2' X 2'
FRG		383	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal	5' X 2'
CO2		16	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal	2.5' X 2.5'
BOG		246	Helictotrichon sempervirens 'Sapphire'	Blue Oat Grass	1 gal	2' X 2.5'
PMG		9	Miscanthus purpurascens 'Autumn Red'	Autumn Red Flame Grass	1 gal	5' X 3'
NP		432	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal	2' X 2'
PN2		17	Panicum virgatum 'North Wind'	Northwind Switch Grass	1 gal	5' x 1.5'
GROUND COVERS		QTY	BOTANICAL NAME	COMMON NAME		CONT
		7,312 sf	CRUSHER FINES	CRUSHER FINES - GREY		SF
		22,930 sf	DETENTION SEED MIX	DETENTION SEED MIX		SF
		3,779 sf	FIBAR	FIBAR		SF
		34,339 sf	LOW GROW NATIVE SEED MIX	SEED MIX-RE: LANDSCAPE NOTES		seed
		189,008 sf	LOW WATER TURF MIX	BUFFALO GRASS & BLUE GRAMA MIX		sod
		47,475 sf	MULCH ROCK	ROCK MULCH		SF
		111,909 sf	MULCH, ROCK-RIVER COBBLE	RIVER COBBLE		mulch
		73,628 sf	SOD - RTF WATER SAVER SOD OR EQUAL	SOD-RE: LANDSCAPE NOTES		sod
		1,729,913 sf	TEMPORARILY IRRIGATED NATIVE SEED MIX	FOR AREA DISTURBED BY GRADING		seed
		1,579 sf	WILDFLOWER SEED MIX "'ORANGE'"			seed
		3,227 sf	WILDFLOWER SEED MIX "'PURPLE'"			seed
		4,738 sf	WILDFLOWER SEED MIX "'YELLOW'"			seed
		1,692 sf	WOOD MULCH - SHREDDED CEDAR			mulch

PLANT SCHEDULE TRACT R COMMUNITY PARK

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.
AA	6	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple	B & B	2"Cal
CO	52	Celtis occidentalis	Common Hackberry	B & B	2.5" CAL
CS	12	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2"Cal
G3	9	Gleditsia triacanthos inermis 'Sunburst'	Sunburst Common Honeylocust	B & B	2"Cal
GK	36	Gymnocladus dioica 'Espresso'	Kentucky Coffee Tree - 'Espresso'	B & B	2"Cal
QB	12	Quercus bicolor	Swamp White Oak	B & B	2"Cal
QM	18	Quercus macrocarpa	Burr Oak	B & B	2"Cal
QS	19	Quercus shumardii	Shumard Red Oak	B & B	2"Cal
TR	9	Tilia americana 'Redmond'	Redmond American Linden	B & B	2"Cal
GL	11	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B & B	2"Cal
AE	3	Ulmus x 'Frontier'	American Elm	B & B	2"Cal
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.
JS	11	Juniperus chinensis 'Spartan'	Spartan Juniper	B & B	6" Ht. Min.
PGD	19	Picea glauca densata	Black Hills Spruce	B & B	6" Ht. Min.
PH3	5	Pinus heldreichii	Bosnian Pine	B & B	6" Ht. Min.
PN3	57	Pinus nigra	Austrian Black Pine	B & B	6"-8" HT.
PP6-8	124	Pinus ponderosa	Ponderosa Pine	B & B	6" Ht. Min.
ORNAMENTAL TREE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.
CI2	5	Crataegus crus-galli 'Inermis'	Thornless Hawthorn	B & B	1.5"Cal
MP	3	Malus x 'Prairirie'	Prairie Crab Apple	B & B	2"Cal
PT	22	Prunus x americana Toka	Toka Plum	B & B	2"Cal
DECIDUOUS SHRUBS & LARGE GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
BC	57	Berberis thunbergii Burgundy Carousel	Burgundy Carousel	5 gal	3' X 4'
BP	160	Buddleia davidii 'Purple Haze'	Purple Haze Butterfly Bush	5 gal	3' X 3'
DBB	131	Buddleja x 'Blue Chip'	Dwarf Blue-Purple Butterfly Bush	5 gal	2.5' x 2.4'
DKS	187	Caryopteris x clandonensis 'Dark Knight'	Blue Mist Spirea	5 gal	4' X 6'
RB	32	Chrysothamnus nauseosus	Rabbitbrush	5 gal	4' X 6'
CI3	22	Cornus alba 'Ivory Halo' TM	Tatarian Dogwood	5 gal	5' X 5'
PR	44	Cornus sericea 'Bailey'	Red Twig Dogwood	5 gal	7' X 7'
CS2	30	Cytisus scoparius 'Moonlight'	Moonlight Broom	5 gal	5' X 5'
MG2	10	Miscanthus sinensis 'Gracillimus'	Maiden Grass	5 gal	4' X 5'
ML2	85	Miscanthus sinensis 'Little Zebra'	Little Zebra Eulalia Grass	5 gal	3' x 3'
PH	227	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	5 gal	4' X 3'
FR	44	Pennisetum setaceum 'Rubrum'	Purple Fountain Grass	5 gal	4' X 3'
RSA	133	Perovskia atriplicifolia	Russian Sage	5 gal	5' X 4'
DGN	52	Physocarpus opulifolius 'Dart's Gold'	Yellow Ninebark	5 gal	4' X 4'
PL	153	Physocarpus opulifolius 'Little Devil' TM	Dwarf Ninebark	5 gal	3'-4'
SOH	5	Prunus besseyi 'Pawnee Buttes'	Pawnee Buttes Sand Cherry	5 gal	18" x 5'
PLS	9	Prunus x cistena	Purple Leaf Sand Cherry	5 gal	8' X 6'
RG	82	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal	2' x 8'
RT	75	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	6' x 6'
RAG	127	Saccharum ravennae	Ravenna Grass	5 gal	12' X 5'
SE	56	Salix exigua	Coyote Willow	5 gal	5' x 1.5'
LS	95	Spiraea japonica 'Limemounds'	Limemound Spirea	5 gal	2' X 2'
SN	52	Spiraea nipponica 'Snowmound'	Snowmound Spirea	5 gal	3' X 4'
VL	93	Viburnum lantana 'Mohican'	Mohican Wayfaring Tree	5 gal	10' x 10'
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
MY	110	Achillea x 'Moonshine'	Moonshine Yarrow	1 gal	2' x 2'
AC	50	Agastache x 'Coronado Red'	Anise Hyssop	1 gal	3'-3'
CT	23	Cerastium tomentosum	Snow In Summer	1 gal	1' X 1'
EH	330	Echinacea tenesseeensis	Tennessee Coneflower	1 gal	2.5' X 1.5'
EH	21	Equisetum hyemale	Horsetail Reed	5 gal	3' X 4'
GP	148	Gaura lindheimeri 'Pink Cloud'	Pink Cloud Gaura	1 gal	2' X 2'
BES	41	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black-eyed Susan	1 gal	2' x 2'
SM	113	Salvia x sylvestris 'May Night'	MayNight Salvia	1 gal	2' X 2'
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
EP	53	Euonymus coloratus	Purple Wintercreeper	5 gal	2' X 6'
JUB	57	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	5 gal	8" X 7'
SCJ	146	Juniperus sabina 'Scandia'	Scandia Juniper	5 gal	2' X 6'
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH
FRG	149	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal	5' X 2'
CG	158	Carex glauca	Blue Sedge	1 gal	8"X1'
CH	145	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	1 gal	1' X 1'
BOG	49	Helictotrichon sempervirens 'Sapphire'	Blue Oat Grass	1 gal	2' X 2.5'
NP	106	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal	2' X 2'
PG	222	Pennisetum alopecuroides	Fountain Grass	1 gal	2.5' X 3'

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	CC	188 sf	CRUSHER FINES	CRUSHER FINES - GREY	SF
	DM	81,912 sf	DETENTION SEED MIX	DETENTION SEED MIX	SF
	FF3	5,358 sf	FIBAR	FIBAR	SF
	SL2	54,791 sf	LOW GROW NATIVE SEED MIX	SEED MIX-RE: LANDSCAPE NOTES	seed
	SR	57,117 sf	LOW WATER TURF MIX	BUFFALO GRASS & BLUE GRAMA MIX	sod
	MG	40,886 sf	MULCH ROCK	ROCK MULCH	SF
	MTN	10,590 sf	MULCH, ROCK-RIVER COBBLE	RIVER COBBLE	mulch
	PS	2,432 sf	PLAY SAND	PLAY SAND	SF
	RT2	656 sf	RUBBER PLAY SURFACE MULTI-COLOR		flat
	SOD	169,410 sf	SOD - RTF WATER SAVER SOD OR EQUAL	SOD-RE: LANDSCAPE NOTES	sod
	TU2	399,033 sf	TEMPORARILY IRRIGATED NATIVE SEED MIX	FOR AREA DISTURBED BY GRADING	seed

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7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

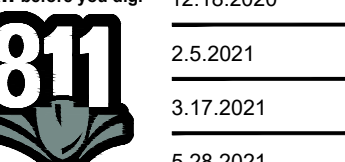
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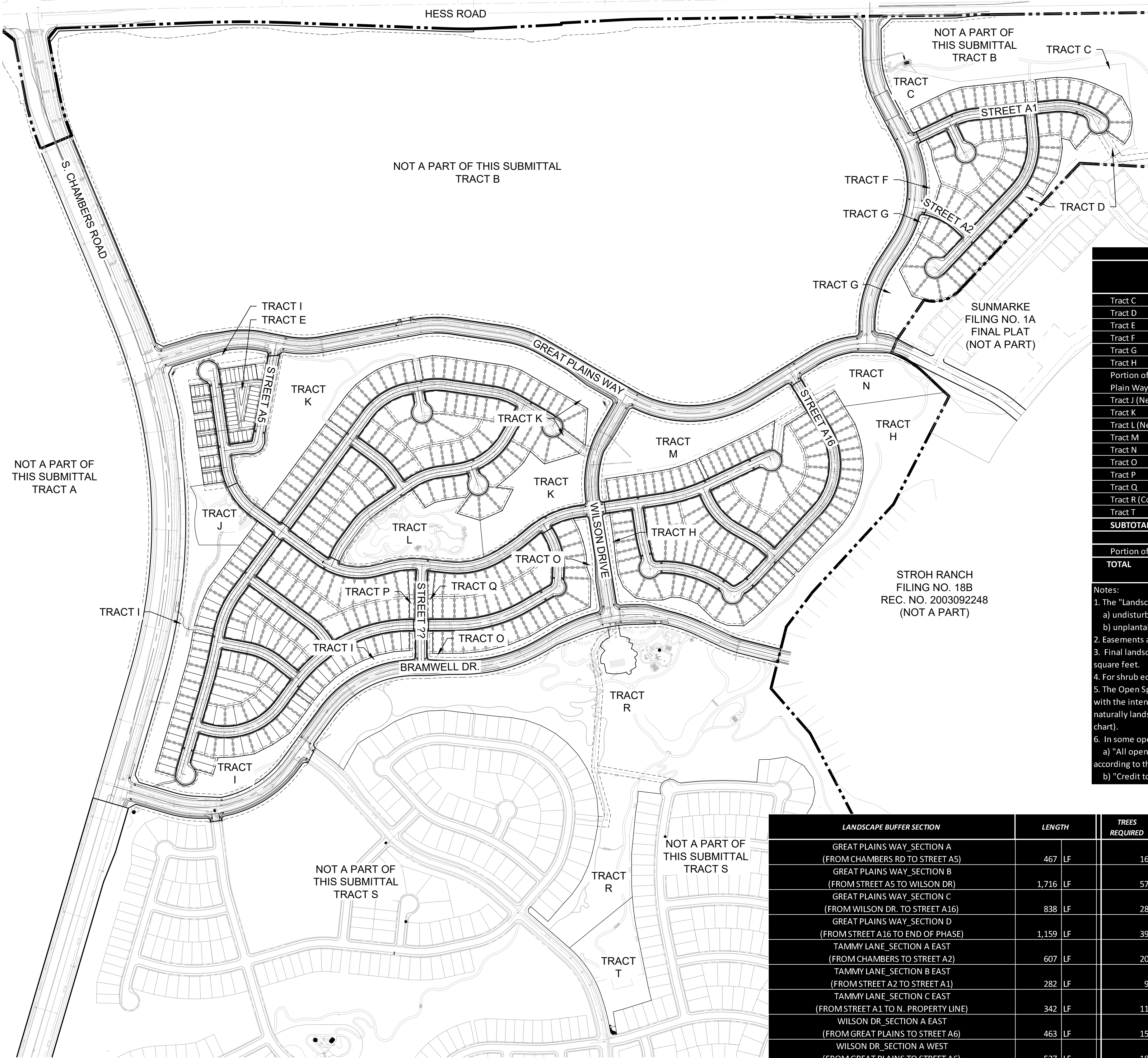
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ANTHOLOGY
PARKER, COLORADO
PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
Submittal
Date: 3.15.2020
8.10.2020
2.5.2021
3.17.2021
5.28.2021
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■ Sheet Name ■
LANDSCAPE NOTES &
PLANT SCHEDULE

■ Sheet Number ■
L0.2



ANTHOLOGY- TREE ROW REQUIREMENTS				
AREA	LENGTH	UNIT	TREES REQUIRED	TREES PROVIDED
TOTAL R.O.W. TREES	24,675	LF	617	633
Internal ROW Abutting Open Space	5,373	LF	134	138
CHAMBERS ROAD (Hess to Bramwell)	3,663	LF	92	93
GREAT PLAINS	6,757	LF	169	177
TAMMY LANE	3,117	LF	78	80
BRAMWELL ST	5,765	LF	144	145

Note: Final landscape plans to reflect required trees in the ROW per the Town of Parker Landscape Regulations of 1 tree per 40 linear ft.

ANTHOLOGY-LANDSCAPE AREA PLANTING									
AREA	TRACT AREA	LANDSCAPE AREA	UNIT	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS & 5 GAL GRASSES PROVIDED	1 GAL GRASSES PROVIDED (1/3 EQUIV.)	TOTAL SHRUBS & EQUIVALENTS PROVIDED
Tract C	108,096	105,781	SF	71	72	353	368	9	371
Tract D	62,853	62,853	SF	42	42	210	210	-	210
Tract E	1,815	1,815	SF	1	3	6	6	-	6
Tract F	18,125	18,125	SF	12	14	60	113	20	119
Tract G	61,864	61,855	SF	41	42	206	198	35	209
Tract H	343,792	212,906	SF	142	142	710	709	63	730
Portion of Tract I (Along Bramwell Dr. & Great Plain Way)	169,061	160,939	SF	107	107	536	468	204	536
Tract J (Neighborhood Park #1)	72,712	57,896	SF	39	39	193	152	123	193
Tract K	557,466	346,751	SF	231	231	1,156	1,118	130	1,161
Tract L (Neighborhood Park #2)	181,051	126,905	SF	85	86	423	353	228	429
Tract M	216,940	93,589	SF	62	66	312	334	101	367
Tract N	130,662	104,585	SF	70	70	349	351	11	354
Tract O	55,599	55,599	SF	37	44	185	261	115	299
Tract P	8,420	8,420	SF	6	7	28	28	-	28
Tract Q	7,907	7,907	SF	5	6	26	26	-	26
Tract R (Community Park)	1,366,201	712,936	SF	475	475	2,376	2,183	829	2,459
Tract T	130,715	57,890	SF	39	39	193	192	16	197
SUBTOTAL	3,493,279	2,196,752	SF	1,465	1,485	7,323			7,694
OPEN SPACE TRACTS UNDER STIPULATION FROM ANNEXATION AGREEMENT (SEE NOTE #5)									
Portion of Tract I (Along Chambers Rd.)	214,066	190,168	SF	-	87	-	65	84	93
TOTAL	3,707,345	2,386,920	SF	1,465	1,572	7,323			7,787
	85.11	54.80	AC						

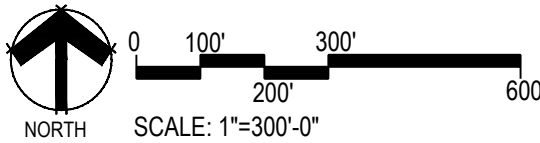
Notes:

- The "Landscape Area" calculation excludes:
 - undisturbed open space areas to remain as-is in order to preserve existing vegetation and topography (see note 6)
 - unplantable areas such as structures, water bodies, including detention ponds, and hardscape areas.
- Easements and Sight Triangle areas have been subtracted from R.O.W. planting calculations.
- Final landscape plans to reflect required tree and shrub quantities per the Town of Parker Landscape Regulations (Section 13.06.070) which requires 1 tree & 5 shrubs per each 1,500 square feet.
- For shrub equivalents: (1) 5-gal shrub is equal to (1) 5-gal ornamental grass or (3) 1-gal ornamental grass.
- The Open Space Tracts that run along Chambers Ave. do not need to meet the requirements for the shrub or tree plantings as per the annexation agreement with the Town of Parker with the intent to keep these area more open and natural look. (vi) Separation buffer in the annexation agreements states that the separation buffer described herein may be left in a naturally landscaped, non-irrigated state. However, the R.O.W. street tree planting requirements are required to be met and have been met (refer to the Tree ROW Requirement chart).
- In some open space tracts, areas that are undisturbed by grading are to remain natural in accordance with Parker Town Code (Section 13.06.070.d) which states:
 - "All open space should be left in its natural or existing condition except as determined by the Town. Existing trees and vegetation shall be preserved wherever practicable according to the standards stated in Section 13.10.110 of this Title."
 - "Credit toward landscaped areas required by this Section shall be given for all preserved trees and shrubs in accordance with Section 13.10.110 of this Title."

LANDSCAPE BUFFER SECTION	LENGTH	TREES REQUIRED	TREES PROVIDED	TREE EQUIVALENTS	TOTAL TREE & EQUIV PROVIDED	EV TREES REQ (50%)	EV TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	EXCESS SHRUBS	LARGE SHRUBS REQUIRED (60%)	LARGE SHRUBS PROVIDED
GREAT PLAINS WAY_SECTION A (FROM CHAMBERS RD TO STREET A5)	467	16	22	2	24	8	13	78	100	22	47	67
GREAT PLAINS WAY_SECTION B (FROM STREET A5 TO WILSON DR)	1,716	57	62	1	63	29	36	286	299	13	172	195
GREAT PLAINS WAY_SECTION C (FROM WILSON DR. TO STREET A16)	838	28	32	4	36	14	17	140	183	43	84	141
GREAT PLAINS WAY_SECTION D (FROM STREET A16 TO END OF PHASE)	1,159	39	28	11	39	19	15	193	304	111	116	203
TAMMY LANE_SECTION A EAST (FROM CHAMBERS TO STREET A2)	607	20	25	2	27	10	14	101	130	29	61	102
TAMMY LANE_SECTION B EAST (FROM STREET A2 TO STREET A1)	282	9	9	1	10	5	5	47	61	14	28	35
TAMMY LANE_SECTION C EAST (FROM STREET A1 TO N. PROPERTY LINE)	342	11	13	2	15	6	7	57	77	20	34	39
WILSON DR_SECTION A EAST (FROM GREAT PLAINS TO STREET A6)	463	15	22	1	23	8	9	77	95	18	46	59
WILSON DR_SECTION A WEST (FROM GREAT PLAINS TO STREET A6)	527	18	18	1	19	9	9	88	103	15	53	64
WILSON DR_SECTION B EAST (FROM STREET A6 TO BRAMWELL DR)	424	14	17	-	17	7	9	71	79	8	42	46
WILSON DR_SECTION B WEST (FROM STREET A6 TO BRAMWELL DR)	442	15	16	1	17	7	8	74	87	13	44	53
BRAMWELL DR_SECTION A (FROM CHAMBERS RD TO STREET ??)	1,639	55	55	1	56	27	32	273	288	15	164	211
BRAMWELL DR_SECTION B (FROM STREET ?? TO WILSON DR.)	875	29	32	-	32	15	19	146	153	7	88	109
BRAMWELL DR_SECTION B (FROM WILSON DR TO END OF PHASE)	846	28	28	-	28	14	18	140	142	2	84	106

Note:

- For tree equivalents: (1) Tree is equal to (10) shrubs (to be substituted in excess of shrub requirement).



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PARKER, COLORADO

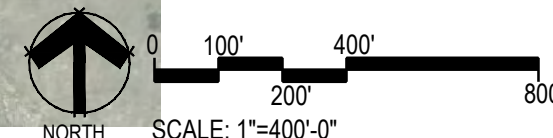
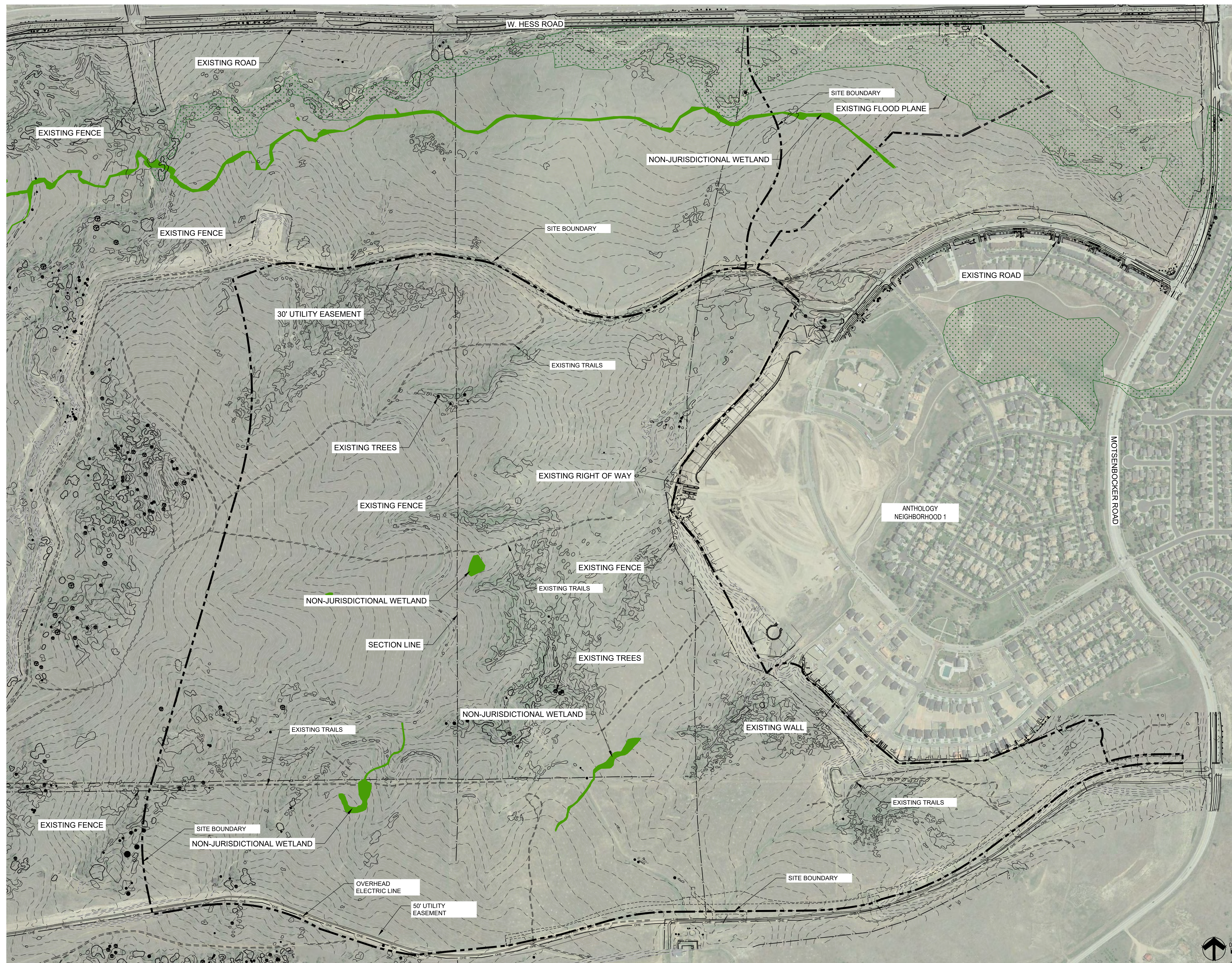
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Submittal Date: 3.15.2020
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3.17.2021
5.28.2021

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LANDSCAPE
REQUIREMENT
CHARTS

■ Sheet Number ■

L0.3



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7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

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ANTHOLOGY
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PRELIMINARY LANDSCAPE PLANS

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12.18.2020
2.5.2021
3.17.2021

■ Sheet Name ■

EXISTING
CONDITIONS MAP

■ Sheet Number ■

L0.4

ANTHOLOGY
PRELIMINARY LANDSCAPE PLANS

Project: Anthology Area: Parker, Colorado
Date: Jan. 8, 2020 REVISED 2-15-21
By: Keith Worley, Forester

Summaries

Legend

TREE #	SPECIES	DBH	HGT	AGE	SPEC %	LOC. %	COND.%	MITIGATION INCHES	\$ VALUE	COMMENTS
					0.65	0.4		0.0	\$ -	
TOTAL INCHES		0.0	SUBTOTAL FOR MITIGATION INCHES					0.0	\$ -	

Species Codes:

CW: Cottonwood SE: Siberian Elm ASH: Ash WIL: Willow HL: Honey Locust
RO: Russian Olive APP: Apple SUM: Sumac PP: Ponderosa Pine RMJ: Rky. Mtn. Juniper

NOTES:

1. None of the trees are recommended for retention as part of a residential development. Tree structure and decay are significant in all trees.
2. Cottonwood "volunteers" in poor condition due to drought.
3. Siberian elms, in some jurisdictions, are considered a "weed" tree due to seeding in unplanned locations. Also, structural issues are common (poor structure, included bark, etc.).
4. Russian olives are listed as a "Noxious Weed" by the Colorado Dept. of Agriculture, and not included in the inventory.
5. Willows (tree form) are in poor condition due to extended drought.
6. Trees identified as "hazardous" should be removed, and not retained in a built environment, or park/trail locations.
7. Species % increased for Gambel oak (.75) and Hawthorn (.7)
8. Condition factor increased from .3 to .5 per Town comments 2-5-21.

SUMMARY

Trees > 6" DBH

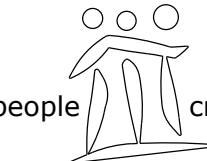
Sheet #	Caliper Inches	Mitigation Inches	Mitigation \$\$ Value
TS-01 pg 1	258	112	\$ 15,460
TS-01 pg 2	168	84	\$ 9,461
TS-02	261	131	\$ 44,243
TS-03 pg 1	270	135	\$ 23,477
TS-03 pg 2	361	181	\$ 32,491
TS-04 TS-05	286	143	\$ 21,561
Shrubs		1978	\$ 385,213
Totals	1604	2764	\$ 531,906

Mitigation inches adjusted for condition only.
Mitigation dollar value adjusted for Species, Location and Condition.

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ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
Submittal
Date: 3.15.2020
8.10.2020
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12.18.2020
2.5.2021
3.17.2021
5.28.2021

■ Sheet Name ■
TREE PRESERVATION
PLAN

■ Sheet Number ■

L0.5

SPECIES CODE

CW= Cottonwood
WIL= Willow
HAW= Hawthorn
GO= Gambel Oakd
PL= Native Plum
SE= Siberian Elm
RO= Russion Olive

Project: Anthology Area: TS-01
Date: 1-8-20 REV 2-15-21
By: Keith Worley, Consulting Arborist

Page 1 of 2

TREE #	SPECIES	DBH	HGT	AGE	SPEC %	LOC. %	COND. %	MITIGATION	INCHES	\$ VALUE	COMMENTS
853	HAW	0			0.7	0.4	0	0.0	\$ -	dead	
854	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
855	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
856	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
857	HAW				0.7	0.4		0.0	\$ -	<6" DBH	
858	GO	15			0.75	0.4	0.5	7.5	\$ 1,496		
859	GO	15			0.75	0.4	0.5	7.5	\$ 1,496		
860	GO	16			0.75	0.4	0.5	8.0	\$ 1,689		
861	GO	0			0.65	0.4	0	0.0	\$ -	Russion Olive= Weed Species	
862	GO	7			0.75	0.4	0.5	3.5	\$ 397		
863	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
864	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
865	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
866	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
867	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
868	HAW	7			0.7	0.4	0.5	3.5	\$ 379		
869	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
870	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
871	HAW	8			0.7	0.4	0.5	4.0	\$ 467		
872	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
873	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
874	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
875	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
876	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
877	HAW	6			0.7	0.4	0.5	3.0	\$ 303	measured at 3.5' AGL (above ground level)	
878	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
879	WIL	42			0.65	0.4	0.1	4.2	\$ 1,928	Multiple stems below DBH(4.5' AGL), poor condition	
880	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
881	GO	6			0.75	0.4	0.5	3.0	\$ 316		
882	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
883	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
884	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
885	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
886	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
887	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
888	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
889	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
890	HAW	7			0.7	0.4	0.5	3.5	\$ 379		
891	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
892	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
893	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
894	HAW	8			0.7	0.4	0.5	4.0	\$ 467		
895	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
896	HAW	7			0.7	0.4	0.5	3.5	\$ 379		
897	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH	
898	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
899	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
Total This Page		258						112.2	\$ 15,480		

Project: Anthology Area: TS-03
Date: 1-8-20 REV 2-15-21
By: Keith Worley, Consulting Arborist

Page 1 of 2

TREE #	SPECIES	DBH	HGT	AGE	SPEC %	LOC. %	COND. %	Mit. Inches	Value	COMMENTS
101	GO				0.75	0.4	0	0.0	\$ -	<6"DBH
102	GO	12			0.75	0.4	0.5	6.0	\$ 990	
103	GO	6			0.75	0.4	0.5	3.0	\$ 316	
104	PL	8			0.65	0.4	0.5	4.0	\$ 443	
105	PL	7			0.65	0.4	0.5	3.5	\$ 361	
106	HAW				0.7	0.4	0.5	0.0	\$ 94	<6"DBH
107	WIL	0			0.65	0.4	0	0.0	\$ -	poor condition
108	HAW				0.7	0.4	0	0.0	\$ -	<6"DBH
109	HAW				0.7	0.4	0	0.0	\$ -	<6"DBH
110	GO	0			0.75	0.4	0	0.0	\$ -	DEAD
111	HAW				0.7	0.4	0	0.0	\$ -	<6"DBH
112	WIL	0			0.65	0.4	0	0.0	\$ -	multiple stems (2) below DBH, Poor Condition
113	HAW				0.7	0.4	0	0.0	\$ -	<6"DBH
114	GO	6			0.75	0.4	0.5	3.0	\$ 316	
115	GO	0			0.75	0.4	0	0.0	\$ -	DEAD
116	WIL	0			0.65	0.4	0	0.0	\$ -	Poor Condition
117	WIL	0			0.65	0.4	0	0.0	\$ -	Poor Condition
118	GO	11			0.75	0.4	0.5	5.5	\$ 846	
119	GO	7			0.75	0.4	0.5	3.5	\$ 397	
120	WIL	0			0.65	0.4	0	0.0	\$ -	Poor Condition
121	GO	12			0.75	0.4	0.5	6.0	\$ 990	
122	GO	6.5			0.75	0.4	0.5	3.3	\$ 355	
123	GO	7			0.75	0.4	0.5	3.5	\$ 397	
124	GO	7			0.75	0.4	0.5	3.5	\$ 397	
125	GO	7.5			0.75	0.4	0.5	3.8	\$ 442	
126	GO				0.75	0.4	0	0.0	\$ -	<6"DBH
127	GO	8			0.75	0.4	0.5	4.0	\$ 491	
128	GO	7			0.75	0.4	0.5	3.5	\$ 397	
129	GO	6.5			0.75	0.4	0.5	3.3	\$ 355	
130	WIL	15			0.65	0.4	0.5	7.5	\$ 1,314	
131	HAW				0.7	0.4	0	0.0	\$ -	<6"DBH
132	GO	11.5			0.75	0.4	0.5	5.8	\$ 917	
133	GO	7.5			0.75	0.4	0.5	3.8	\$ 442	
134	GO	10			0.75	0.4	0.5	5.0	\$ 715	
135	GO				0.75	0.4	0	0.0	\$ -	<6"DBH
136	GO	27			0.75	0.4	0.5	13.5	\$ 4,643	
137	HAW				0.7	0.4	0	0.0	\$ -	<6"DBH
138	GO	0			0.75	0.4	0	0.0	\$ -	DEAD
139	GO	13.5			0.75	0.4	0.5	6.8	\$ 1,229	
140	GO	10			0.75	0.4	0.5	5.0	\$ 715	
141	GO				0.75	0.4	0	0.0	\$ -	<6"DBH
142	GO	6.5			0.75	0.4	0.5	3.3	\$ 355	
143	GO				0.75	0.4	0	0.0	\$ -	<6"DBH
144	GO	24.5			0.75	0.4	0.5	12.3	\$ 3,839	multiple stems (2) below DBH
145	GO	8			0.75	0.4	0.5	4.0	\$ 491	
146	GO				0.75	0.4	0	0.0	\$ -	<6"DBH
147	GO	6			0.75	0.4	0.5	3.0	\$ 316	
148	GO	11.5			0.75	0.4	0.5	5.8	\$ 917	
Total this page		270						134.8	\$23,477	

ANTHOLOGY
PRELIMINARY LANDSCAPE PLANS

Project: Anthology Area: TS-01
Date: 1-8-2020 REV 2-15-21
By: Keith Worley, Consulting Arborist

Page 2 of 2

TREE #	SPECIES	DBH	HGT	AGE	SPEC %	LOC. %	COND. %	Mitigation	Inches	Value	COMMENTS
1	HAW	7			0.7	0.4	0.5	3.5	\$ 379		
2	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
3	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
4	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
5	HAW	8			0.7	0.4	0.5	4.0	\$ 467		
6	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
7	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
8	HAW	7			0.7	0.4	0.5	3.5	\$ 379		
9	HAW	8			0.7	0.4	0.5	4.0	\$ 467		
10	HAW	13			0.7	0.4	0.5	6.5	\$ 1,078	multiple stems (2) below DBH	
11	PL	7			0.65	0.4	0.5	3.5	\$ 361		
12	PL	8			0.65	0.4	0.5	4.0	\$ 443		
13	PL	6			0.65	0.4	0.5	3.0	\$ 291		
14	PL	8			0.65	0.4	0.5	4.0	\$ 443		
15	PL	8			0.65	0.4	0.5	4.0	\$ 443		
16	PL	9			0.65	0.4	0.5	4.5	\$ 534		
17	GO	7			0.75	0.4	0.5	3.5	\$ 397		
18	PL	9			0.65	0.4	0.5	4.5	\$ 534		
19	SE	7			0.65	0.4	0.5	3.5	\$ 361	Siberian Elm	
20	WIL	7			0.65	0.4	0.5	3.5	\$ 361		
21	WIL	7			0.65	0.4	0.5	3.5	\$ 361		
22	WIL	0			0.65	0.4	0.1	0.0	\$ 19	poor condition	
23	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
24	HAW	6			0.7	0.4	0.5	3.0	\$ 303		
25	WIL	0			0.65	0.4	0.1	0.0	\$ 19	multiple stems (4) below DBH, poor condition	
Total This Page		168						84.0	\$ 9,461		

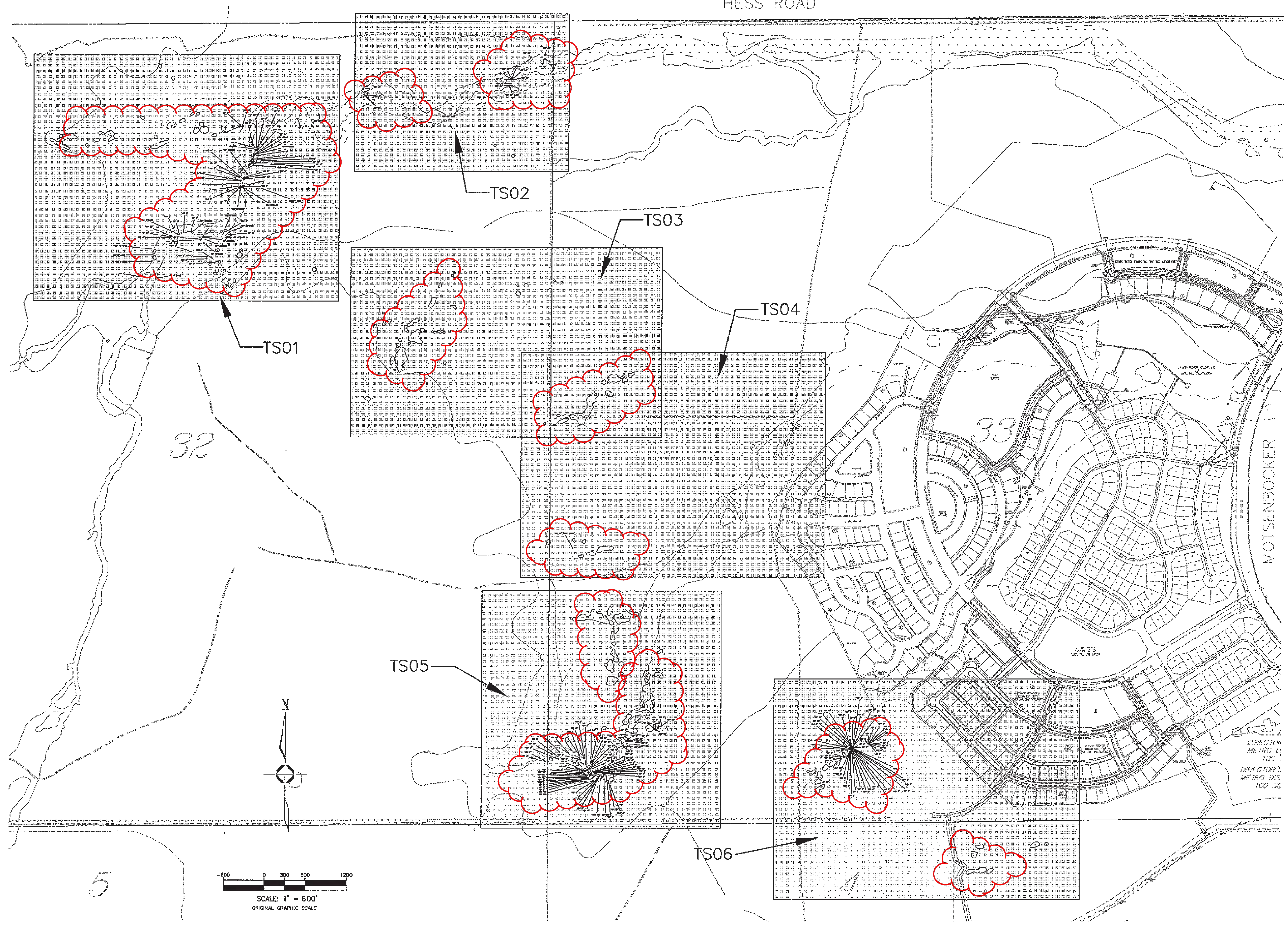
Project: Anthology Area: TS-03
Date: 1-8-20 REV 2-15-21
By: Keith Worley, Consulting Arborist

Page 2 of 2

TREE #	SPECIES	DBH	HGT	AGE	SPEC %	LOC. %	COND. %	Mit. Inches	Value	COMMENTS
149	GO	6.5			0.75	0.4	0.5	3.3	\$ 355	
150	GO	12			0.75	0.4	0.5	6.0	\$ 990	
151	GO	8			0.75	0.4	0.5	4.0	\$ 491	
152	GO	11			0.75	0.4	0.5	5.5	\$ 846	
153	GO	8			0.75	0.4	0.5	4.0	\$ 491	
154	GO	10			0.75	0.4	0.5	5.0	\$ 715	
155	GO	7			0.75	0.4	0.5	3.5	\$ 397	
156	GO	6.5			0.75	0.4	0.5	3.3	\$ 355	
157	GO	8			0.75	0.4	0.5	4.0	\$ 491	
158	GO	6			0.75	0.4	0.5	3.0	\$ 316	
159	GO	8			0.75	0.4	0.5	4.0	\$ 491	
160	GO	15			0.75	0.4	0.5	7.5	\$ 1,496	multiple stems (2) below DBH
161	GO	7			0.75	0.4	0.5	3.5	\$ 397	
162	GO	19			0.75	0.4	0.5	9.5	\$ 2,345	multiple stems (2) below DBH
163	GO	7			0.75	0.4	0.5	3.5	\$ 397	measured at 4.0' AGL
164	GO	10			0.75	0.4	0.5	5.0	\$ 715	measured at 3.0' AGL
165	GO	29			0.75	0.4	0.5	14.5	\$ 5,342	multiple stems (2) below DBH
166	GO	17			0.75	0.4	0.5	8.5	\$ 1,895	
167	GO	14			0.75	0.4	0.5	7.0	\$ 1,315	
168	GO	10			0.75	0.4	0.5	5.0	\$ 715	
169	GO	7			0.75	0.4	0.5	3.5	\$ 397	
170	GO	23			0.75	0.4	0.5	11.5	\$ 3,394	multiple stems (2) below DBH
171	GO	6			0.75	0.4	0.5	3.0	\$ 316	
172	GO	6			0.75	0.4	0.5	3.0	\$ 316	
173	GO	6.5			0.75	0.4	0.5	3.3	\$ 355	
174	GO				0.75	0.4	0	0.0	\$ -	<6" DBH
175	GO	12			0.75	0.4	0.5	6.0	\$ 990	
176	GO	7			0.75	0.4	0.5	3.5	\$ 397	
177	GO	7			0.75	0.4	0.5	3.5	\$ 397	
178	HAW	6.5			0.7	0.4	0.5	3.3	\$ 340	
179	HAW				0.7	0.4	0	0.0	\$ -	<6" DBH
180	HAW	8			0.7	0.4	0.5	4.0	\$ 467	measured at 3.0' AGL
181	GO	10			0.75	0.4	0.5	5.0	\$ 715	
182	GO	9			0.75	0.4	0.5	4.5	\$ 597	
183	GO	9			0.75	0.4	0.5	4.5	\$ 597	
184	GO	6			0.75	0.4	0.5	3.0	\$ 316	
185	GO	19			0.75	0.4	0.5	9.5	\$ 2,345	multiple stems (2) below DBH

ANTHOLOGY
PRELIMINARY LANDSCAPE PLANS

HESS ROAD



■ Prepared For ■
E5X MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

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■ Engineering ■
CVL
a Westwood team
10333 E. Dry Creek Rd. Suite 240
Englewood, CO 80112
Tel: 720.482.8832
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ANTHOLOGY
PARKER, COLORADO
PRELIMINARY LANDSCAPE PLANS

Drawn by:	BEM
Checked by:	JP
Submittal Date:	3.15.2020
Know what's below. Call before you dig.	8.10.2020
811	12.18.2020
	2.5.2021
	3.17.2021
	5.28.2021

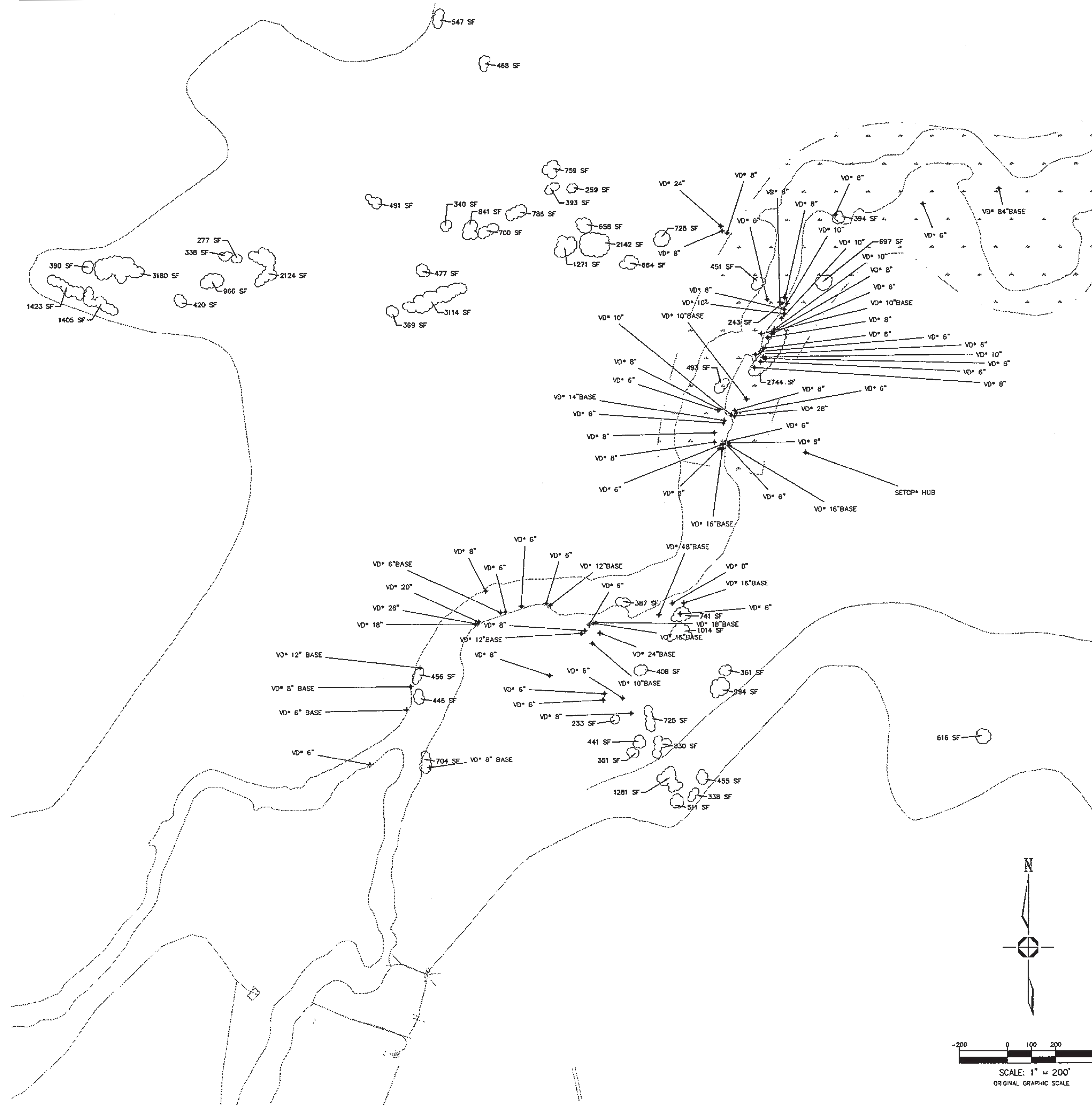
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TREE PRESERVATION
PLAN

■ Sheet Number ■
L0.7

AREA-TS01

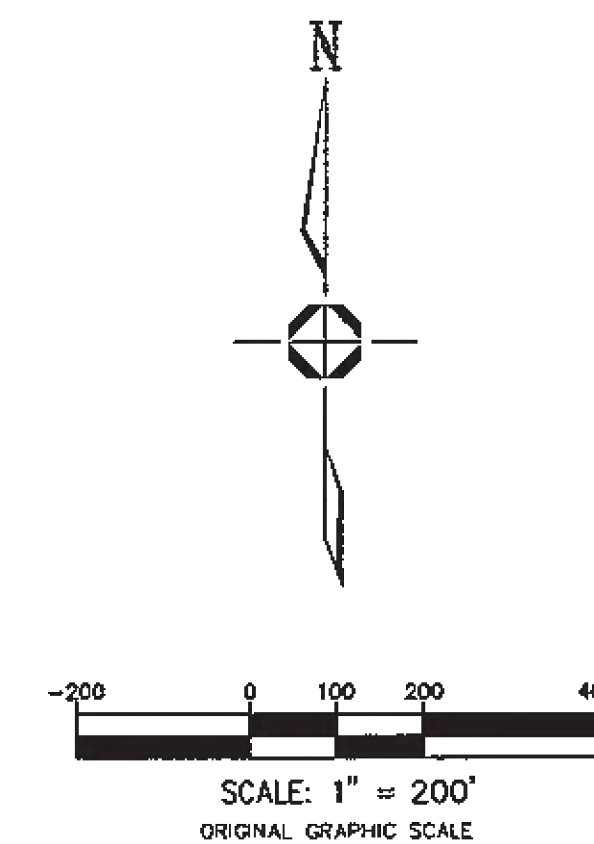
ANTHOLOGY

PRELIMINARY LANDSCAPE PLANS



LEGEND

- VD* 8" DECIDUOUS TREE 8" CAUPER
- SIGNIFICANT SHRUBS FIELD LOCATED
- 100YR FLOOD PLAIN
- FEMA-ZONE-A
- GRASS



■ Prepared For ■

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CENTENNIAL, CO 80112

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■ Engineering ■



ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
Submittal Date: 3.15.2020
Date: 8.10.2020
Know what's below.
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811
12.18.2020
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3.17.2021
5.28.2021

■ Sheet Name ■
TREE PRESERVATION
PLAN

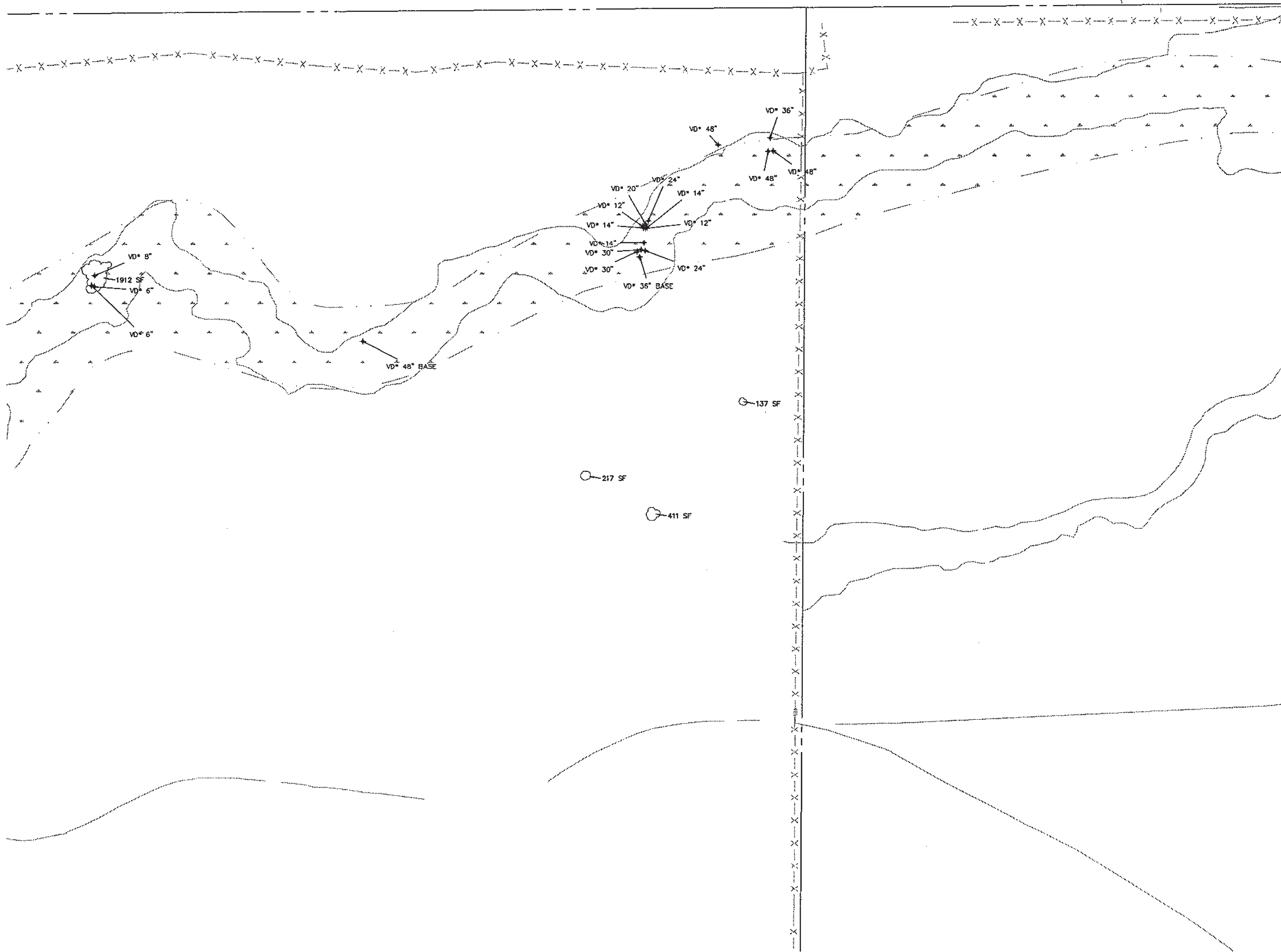
■ Sheet Number ■

L0.8

ANTHOLOGY

PRELIMINARY LANDSCAPE PLANS

AREA-TS02



LEGEND

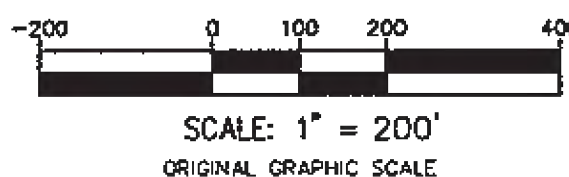
WD* 8" DECIDUOUS TREE 8" CALIPER

SIGNIFICANT SHRUBS FIELD LOCATED

100YR FLOOD PLAIN

FEMA-ZONE-A

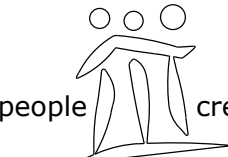
GRASS



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E5X MANAGEMENT
7353 SOUTH ALTON WAY
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■ Engineering ■



a Westwood team
10333 E. Dry Creek Rd. Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvilinc.net
westwoodps.com

ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by:	BEM
Checked by:	JP
Submittal	3.15.2020
Date:	8.10.2020
Know what's below .	12.18.2020
Call before you dig.	2.5.2021
	3.17.2021
	5.28.2021

■ Sheet Name ■
TREE PRESERVATION
PLAN

Sheet Number

L0.9

ANTHOLOGY
PRELIMINARY LANDSCAPE PLANS

AREA-TS03



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ANTHOLOGY
PARKER, COLORADO
PRELIMINARY LANDSCAPE PLANS

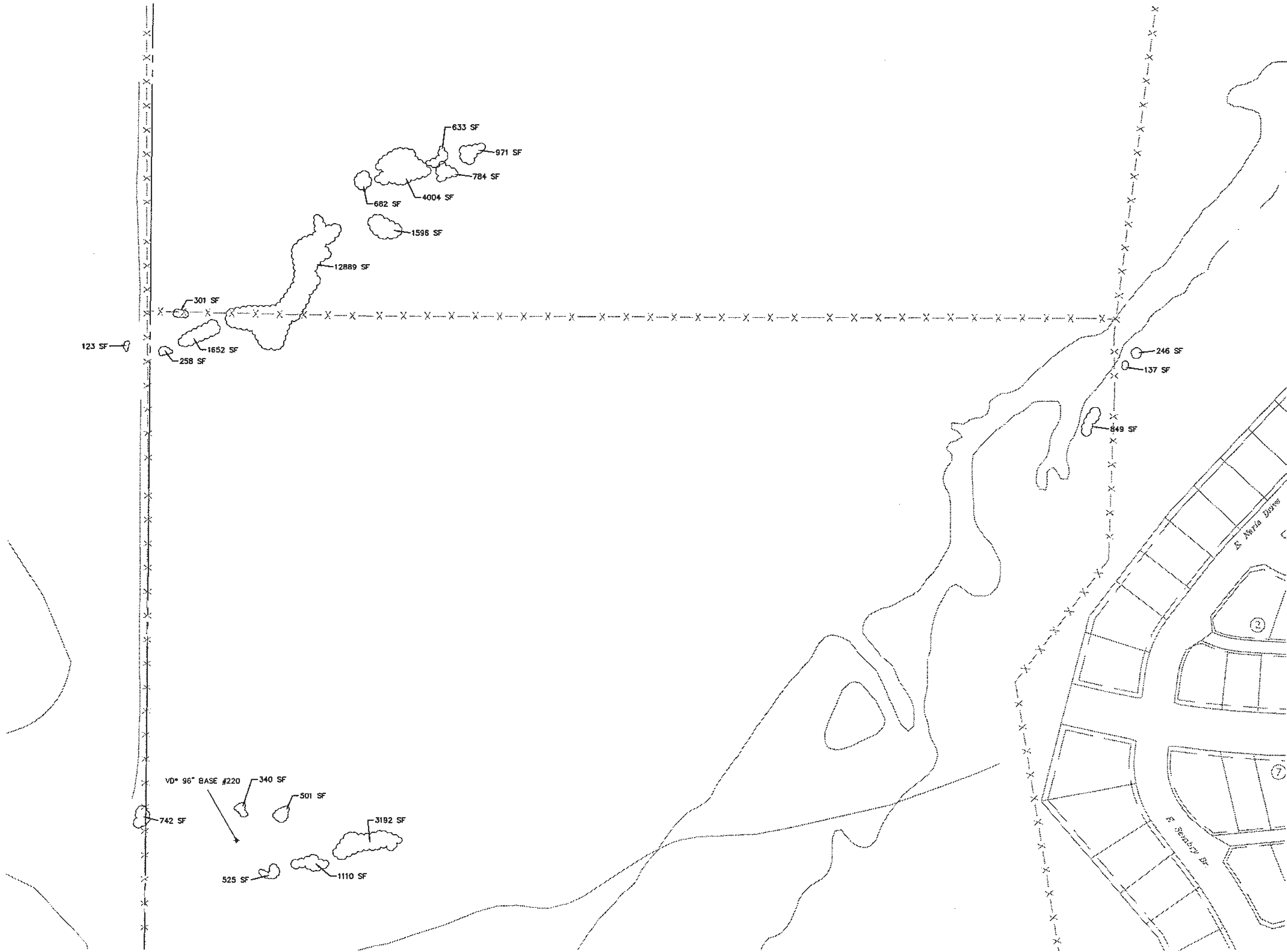
Drawn by:	BEM
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Submittal Date:	3.15.2020
Date:	8.10.2020
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811	2.5.2021
	3.17.2021
	5.28.2021

■ Sheet Name ■
TREE PRESERVATION
PLAN

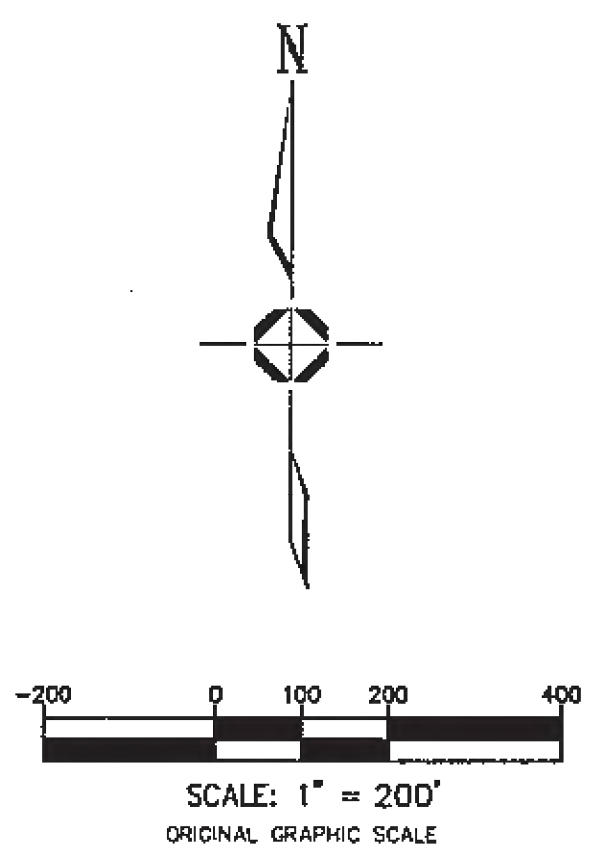
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L0.10

ANTHOLOGY
PRELIMINARY LANDSCAPE PLANS

AREA-TS04



- LEGEND**
- VD* 8" DECIDUOUS TREE 8" CALIPER
 - SIGNIFICANT SHRUBS FIELD LOCATED
 - 100YR FLOOD PLAIN
 - FEMA-ZONE-A
 - GRASS



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PRELIMINARY LANDSCAPE PLANS

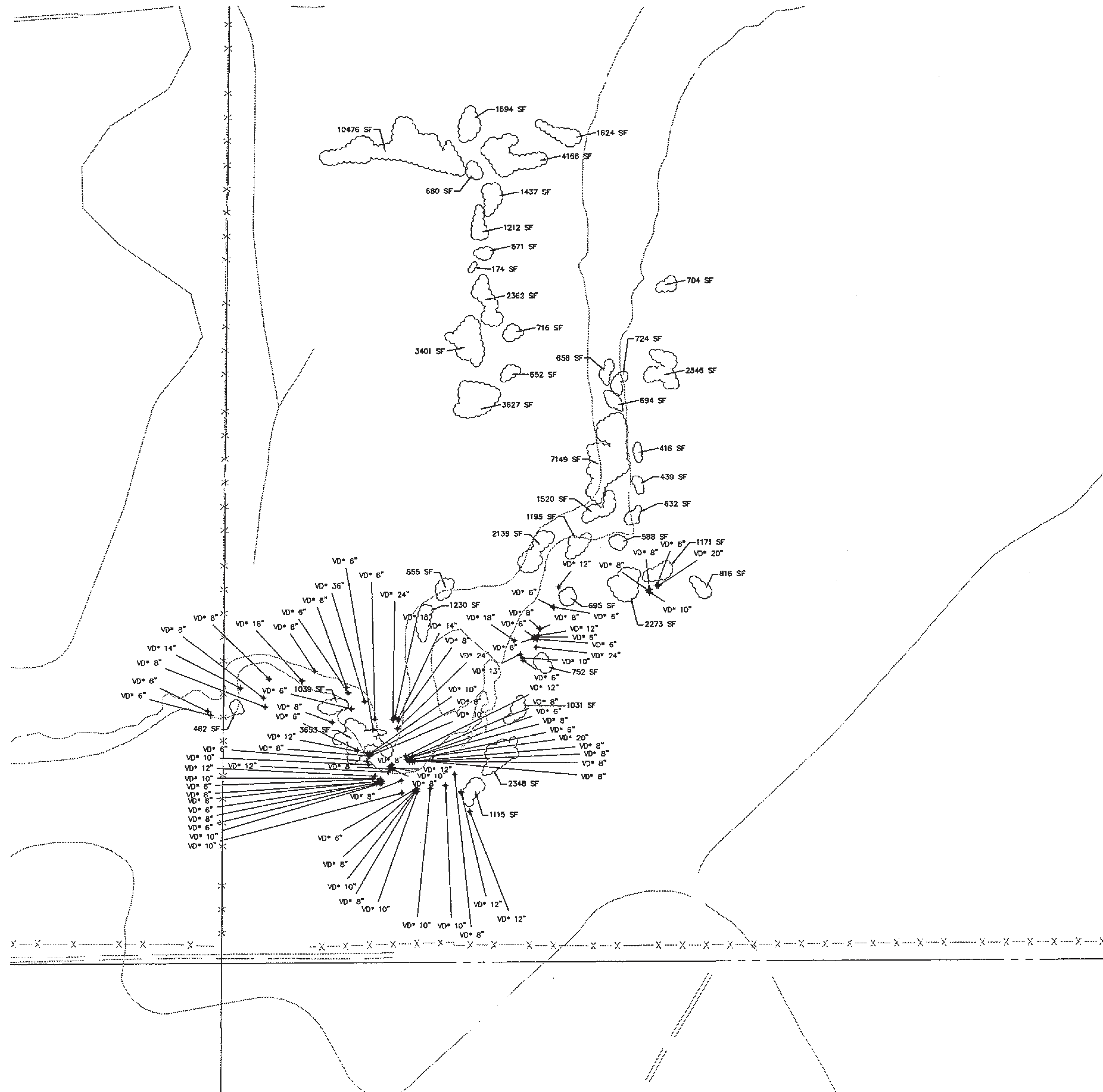
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■ Sheet Name ■
TREE PRESERVATION
PLAN

■ Sheet Number ■
L0.11

PRELIMINARY LANDSCAPE PLANS

AREA-TS05



LEGEND

$$VD = 8''$$

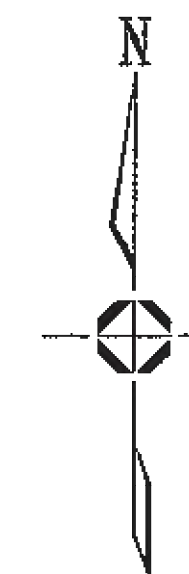
WD* 8" DECIDUOUS TREE 8" CALIPER

SIGNIFICANT SHRUBS FIELD LOCATED

100YR FLOOD PLAIN

FEMA-ZONE-A

GRASS



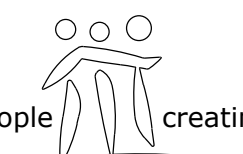
SCALE: 1" = 200'

ORIGINAL GRAPHIC SCALE

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■ Sheet Name ■
TREE PRESERVATION
PLAN

■ Sheet Number ■

L0.12

ANTHOLOGY
PRELIMINARY LANDSCAPE PLANS

AREA-TS06



LEGEND

VD* 8" VD* 8" DECIDUOUS TREE 8" CALIPER

SIGNIFICANT SHRUBS FIELD LOCATED

100YR FLOOD PLAIN

FEMA-ZONE-A

GRASS

N

SCALE: 1" = 200'
ORIGINAL GRAPHIC SCALE

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TREE PRESERVATION
PLAN

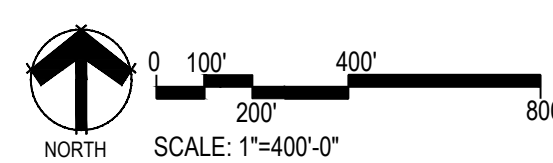
■ Sheet Number ■
L0.13



LEGEND

10' WIDE CONCRETE COMMUNITY TRAIL
8' WIDE CONCRETE ARAPAHOE CANAL TRAIL & 8' WIDE CONNECTOR TRAILS
2' WIDE SINGLE TRACK BIKE TRAIL

NOTE: ALL OTHER WALKS ALONG LOCAL AND COLLECTOR ROADS ARE 5' IN WIDTH. SEE ENGINEERING PLANS FOR DETAILS. 5' CONNECTOR TRAILS CONNECT TO 5' LOCAL WALK ONLY.



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■ Sheet Name ■

TRAILS MASTER PLAN

■ Sheet Number ■

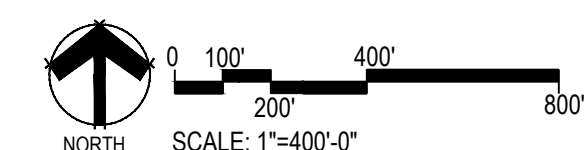
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LEGEND

OPEN RAIL FENCE ———

PRIVACY FENCE - - - - -



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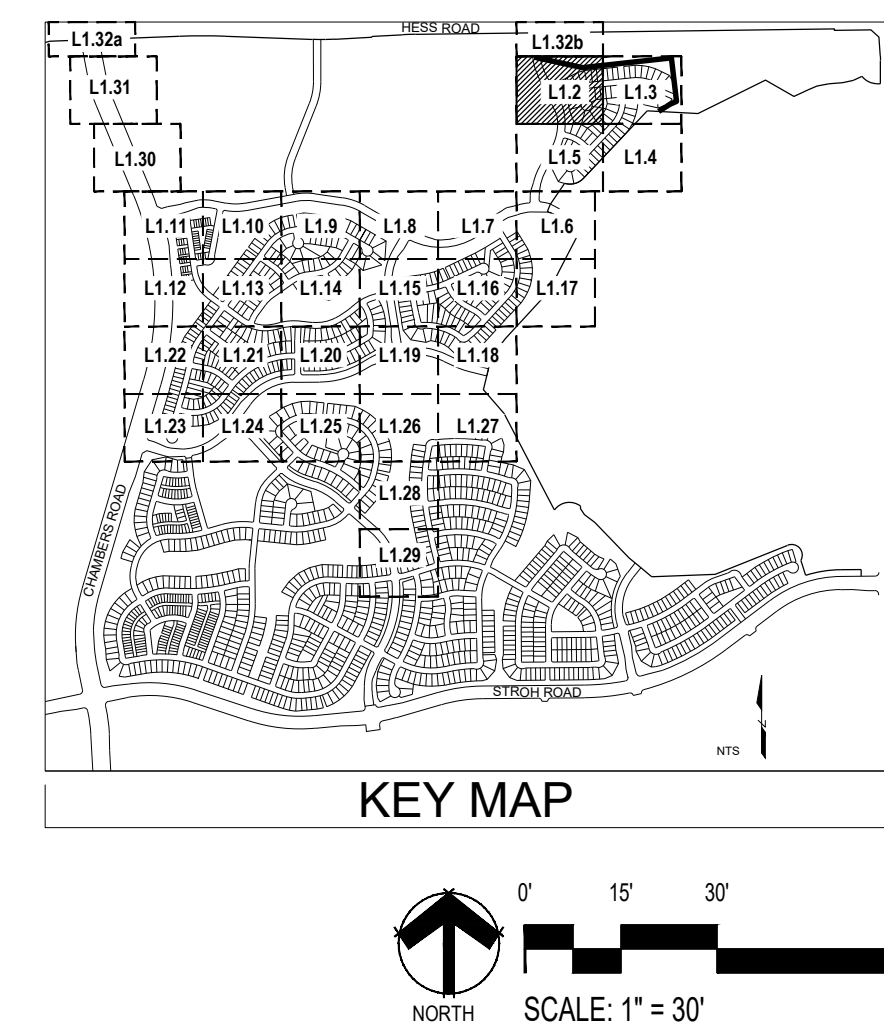
MASTER STREET
TREE & FENCING
PLAN

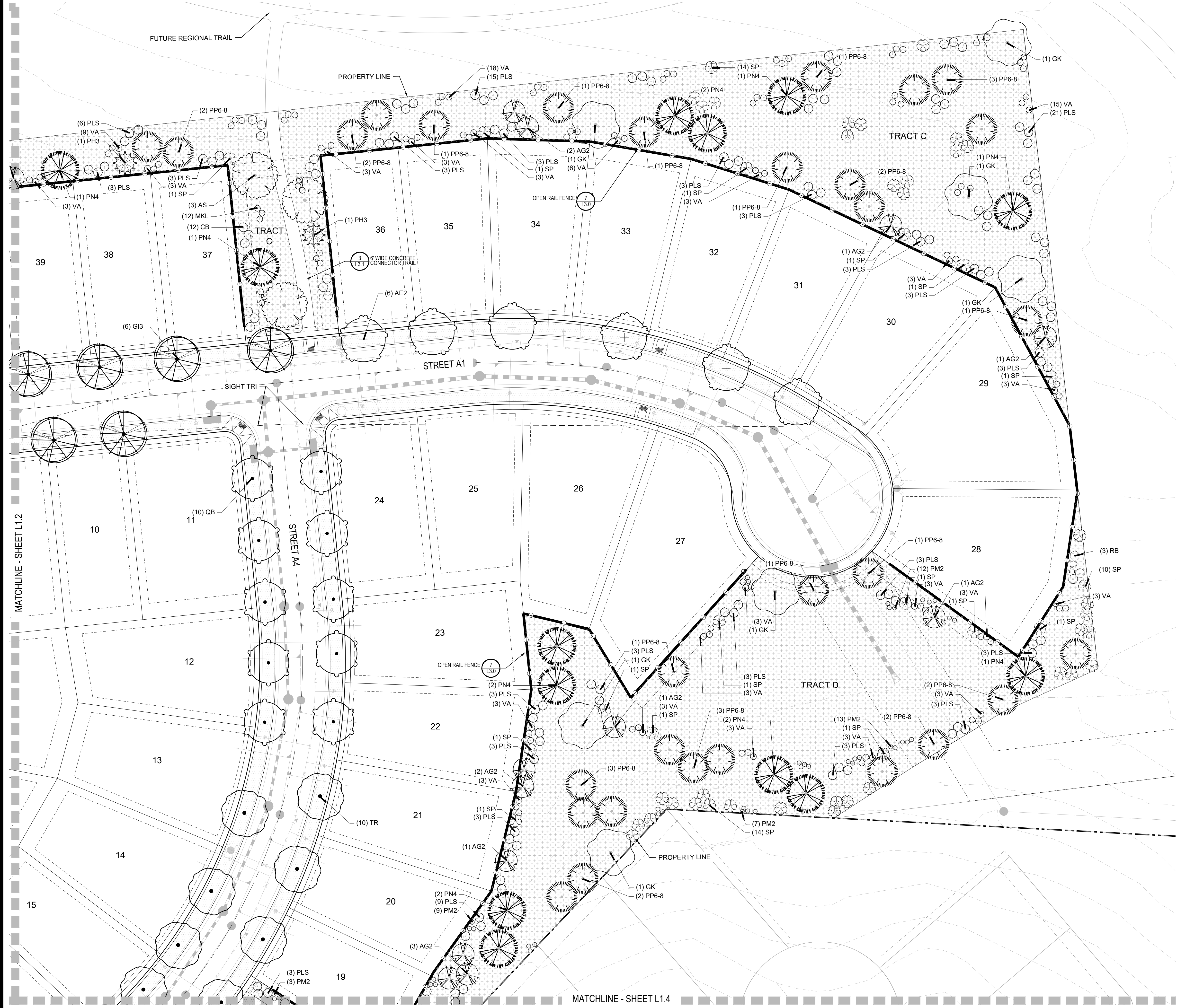
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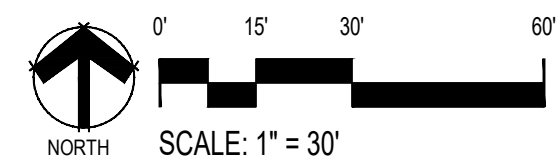
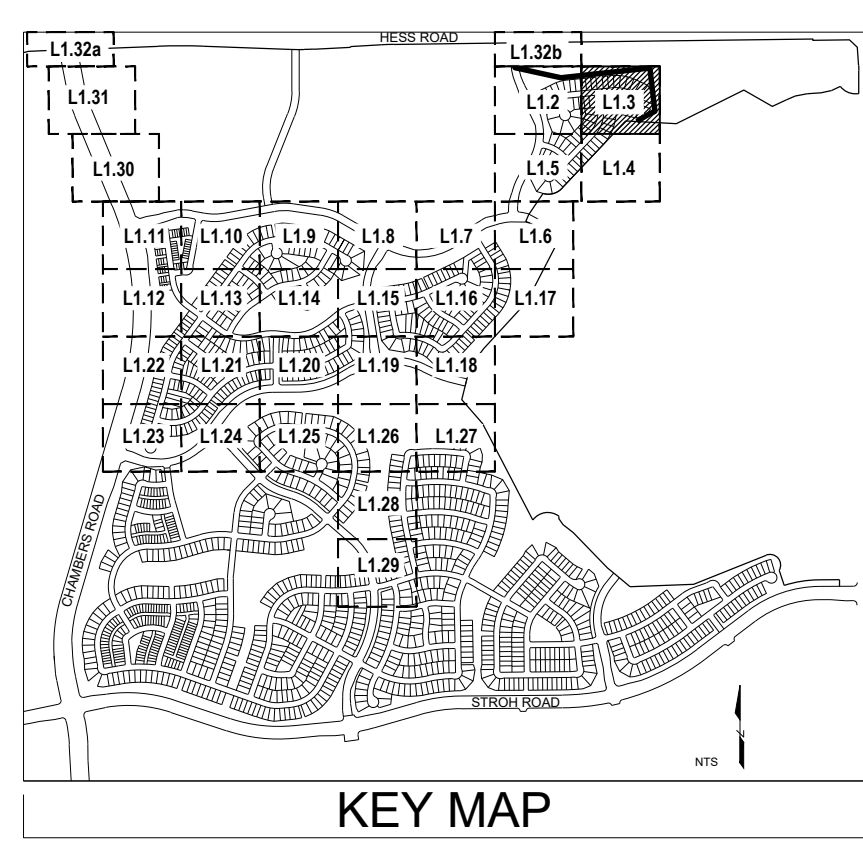
LEGEND	
GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBER
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK-RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY INSTALLED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES
NOTES:	
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3. SHRUBS & PERENNIALS WITHIN SIGHT TRIANGLES WILL BE NO HIGHER THAN 2'	
4. ALL EVERGREEN & DECIDUOUS TREES REQUIRE A 10' SETBACK FROM ALL UTILITY STRUCTURES AND UTILITY LINES	
5. TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDESTALS, ETC. ARE NOT SHOWN ON THE LANDSCAPE PLAN. ADDITIONAL LANDSCAPING AND ASSOCIATED IRRIGATION WILL BE REQUIRED BASED UPON FIELD CONDITIONS IN ORDER TO SCREEN ABOVE GROUND UTILITY FACILITIES.	





LEGEND	
GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK - RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES

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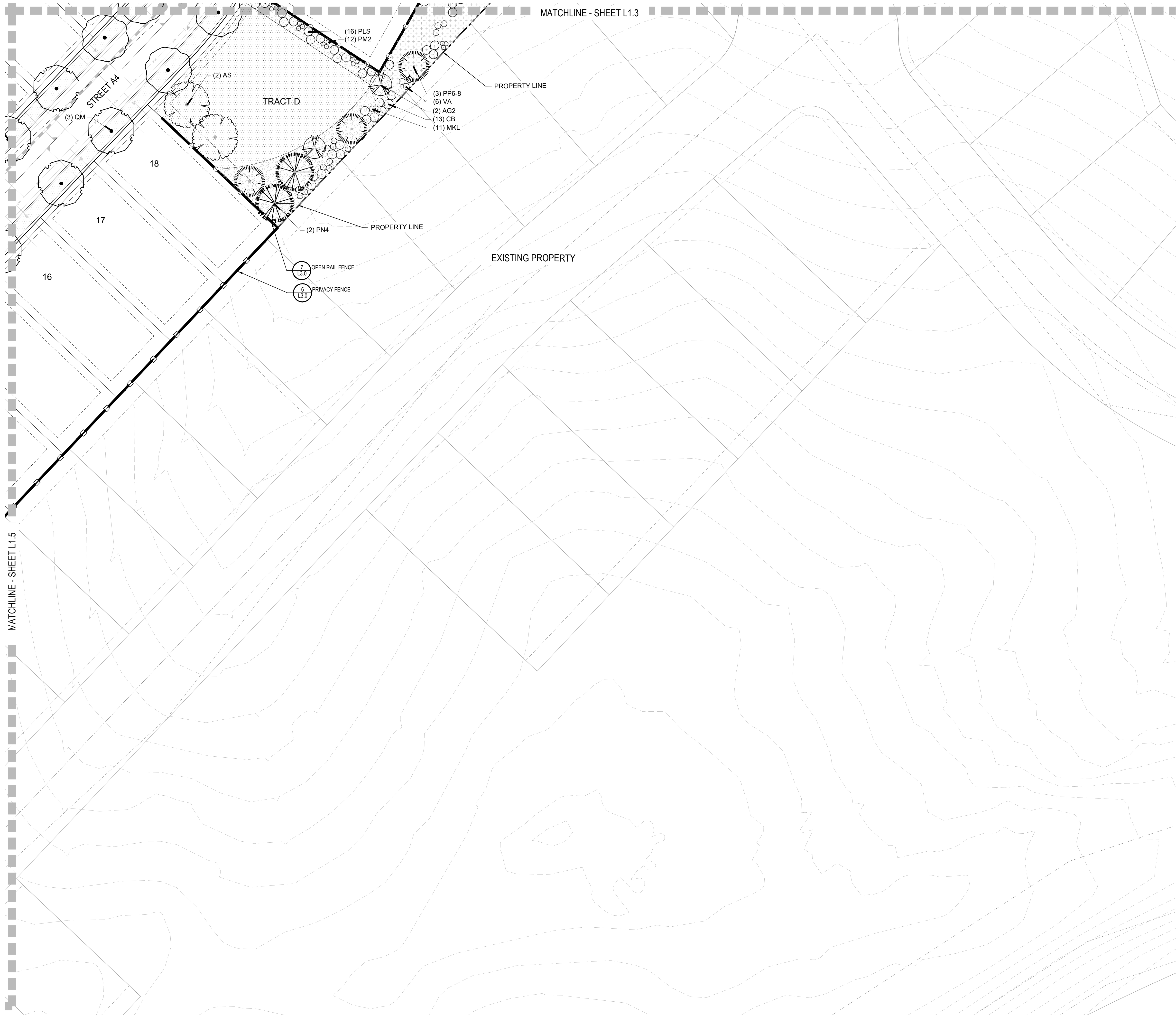
PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
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LANDSCAPE PLAN

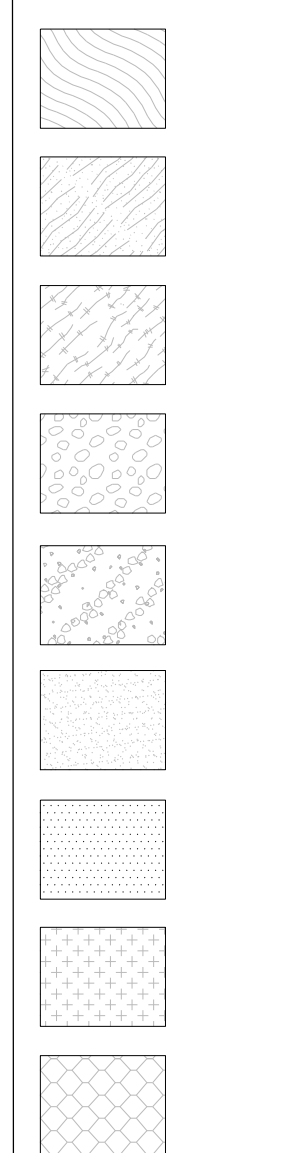
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LEGEND

GROUND COVERS



BOTANICAL NAME

DETENTION SEED MIX

FIBAR

LOW WATER TURF MIX

MULCH ROCK

MULCH, ROCK -RIVER COBBLE

PLAY SAND

SOD - RTF WATER SAVER SOD OR EQUAL

TEMPORARILY IRRIGATED NATIVE SEED MIX

WOOD MULCH - SHREDDED CEDAR



OPEN RAIL FENCE



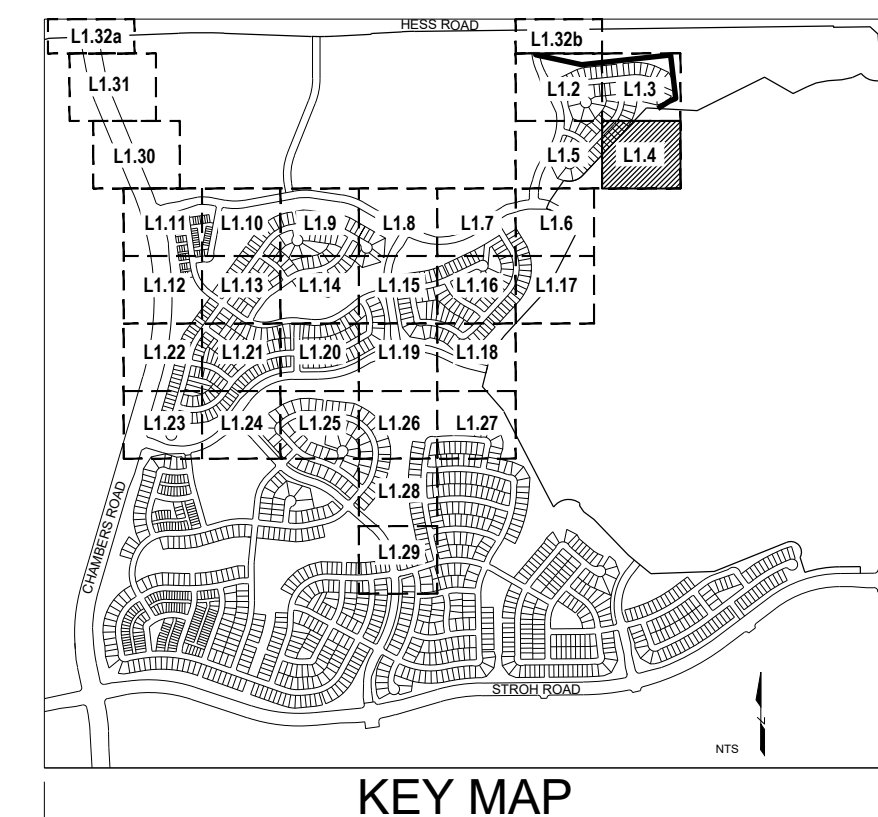
PRIVACY FENCE



EXISTING TREES

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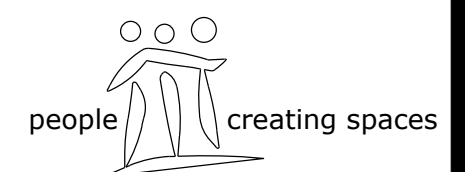


0' 15' 30' 60'
SCALE: 1" = 30'

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■ Sheet Name ■

LANDSCAPE PLAN

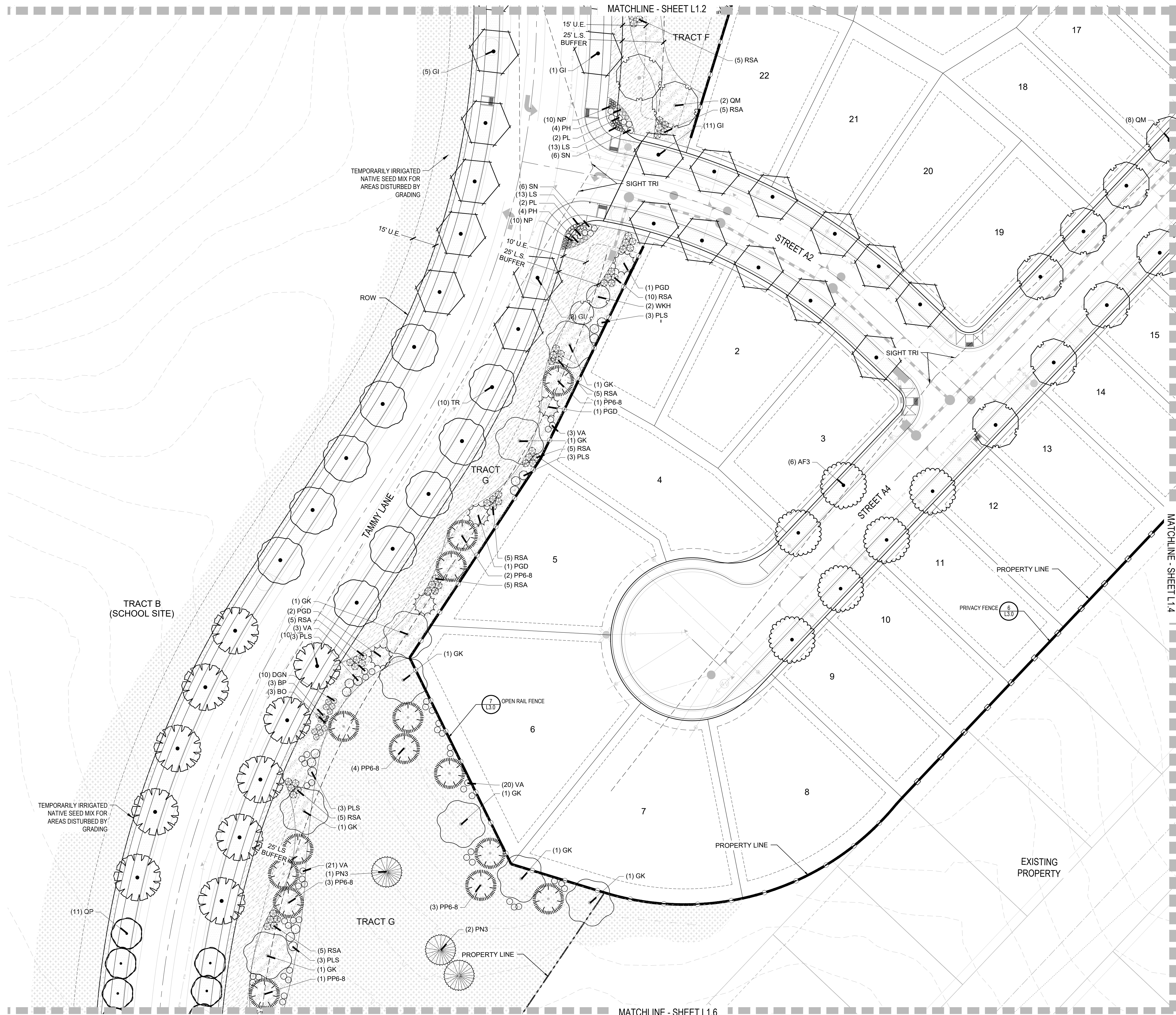
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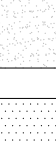
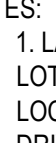
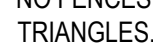
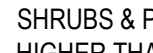
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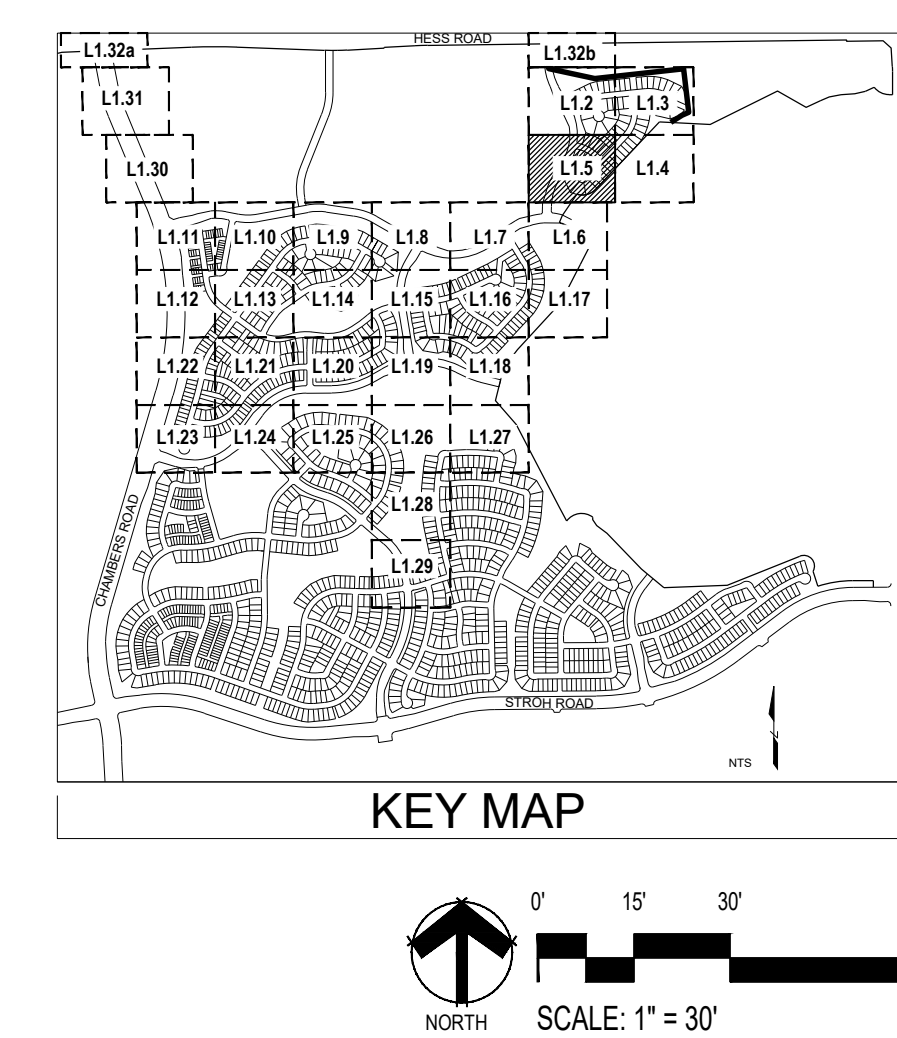
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PRELIMINARY LANDSCAPE PLANS

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LEGEND	
GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK-RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES
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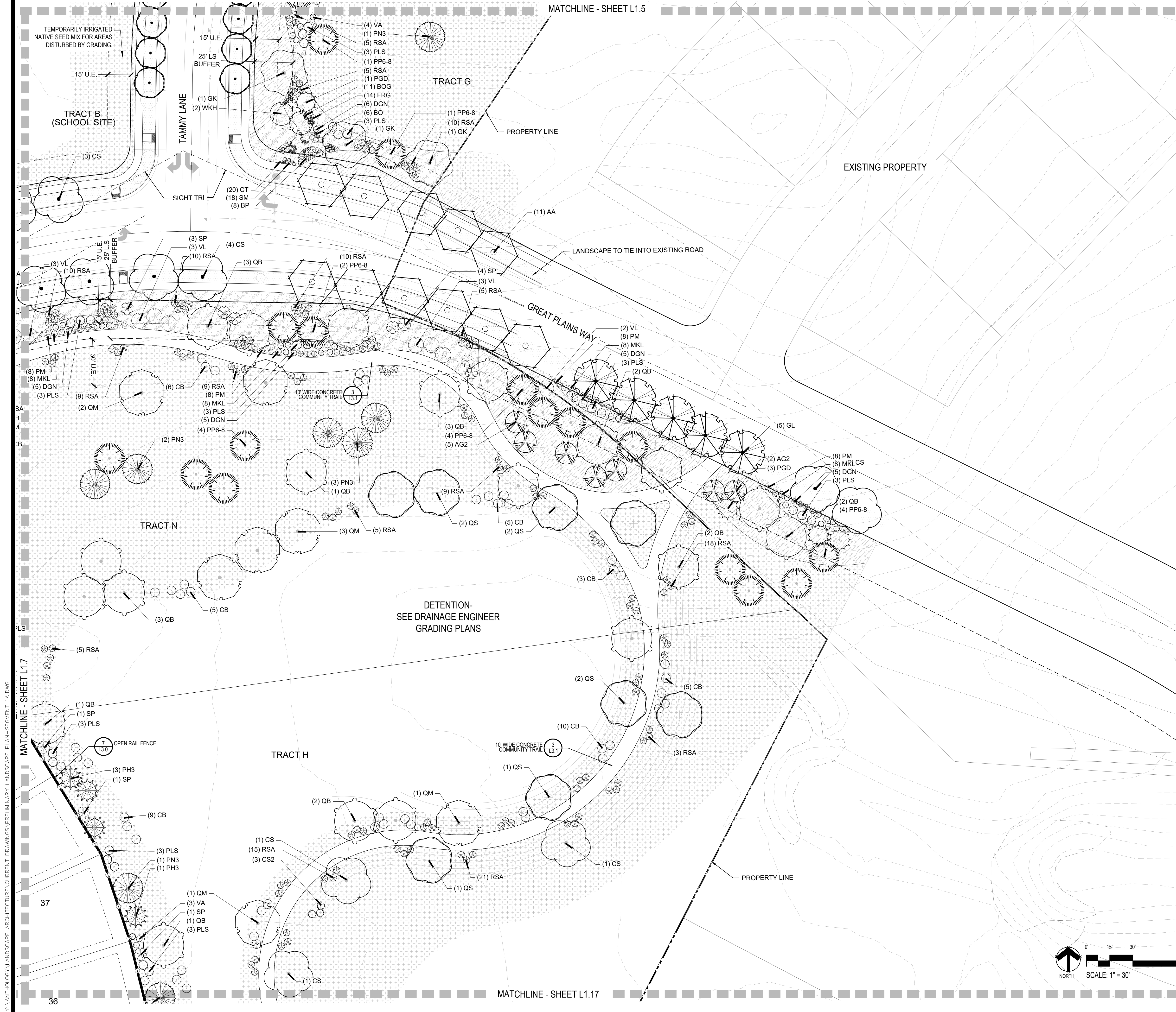
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LANDSCAPE PLAN

Sheet Number ■

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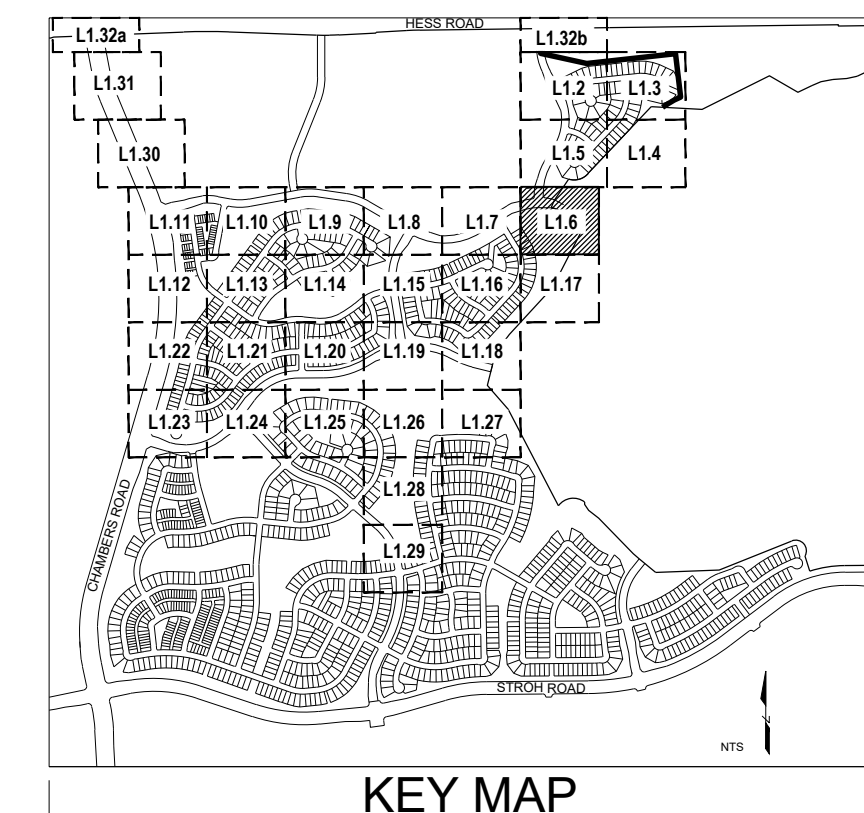
LEGEND

GROUND COVERS

GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
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PRELIMINARY LANDSCAPE PLANS

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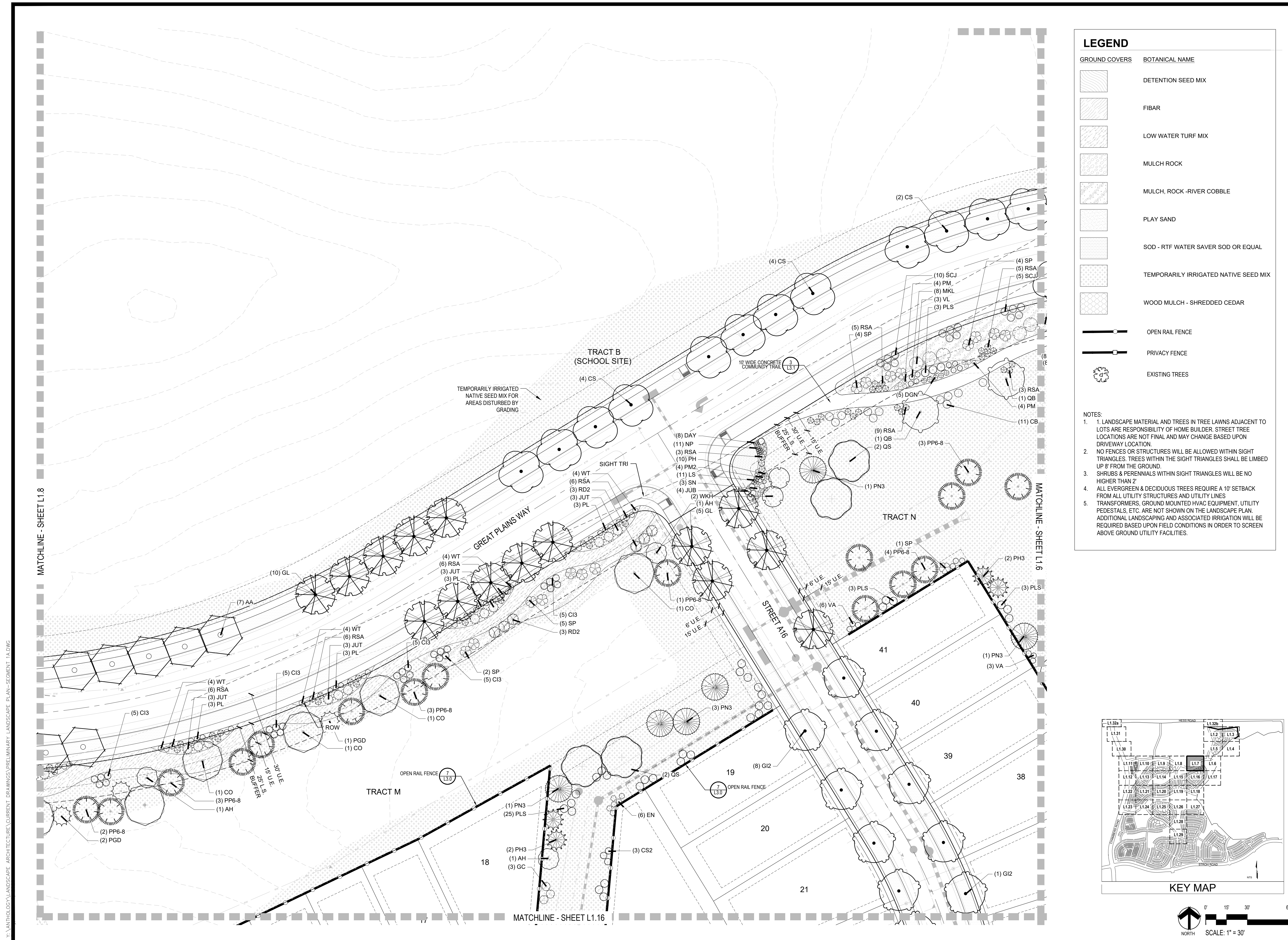
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PRELIMINARY LANDSCAPE PLANS

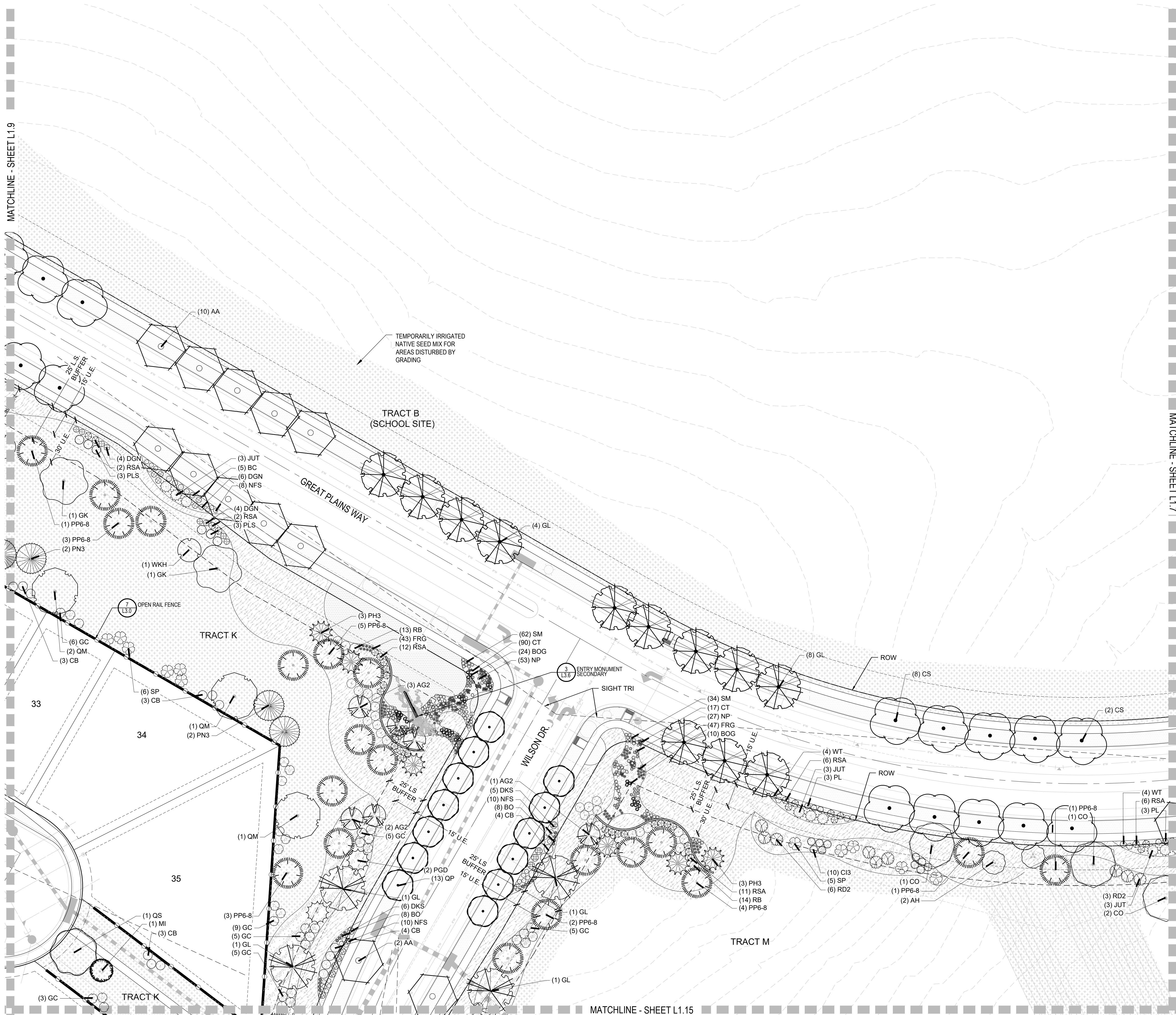
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LANDSCAPE PLAN

L1.7



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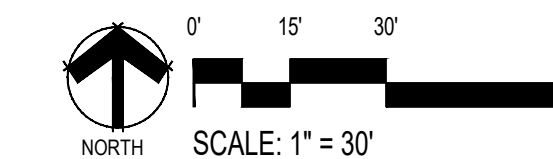
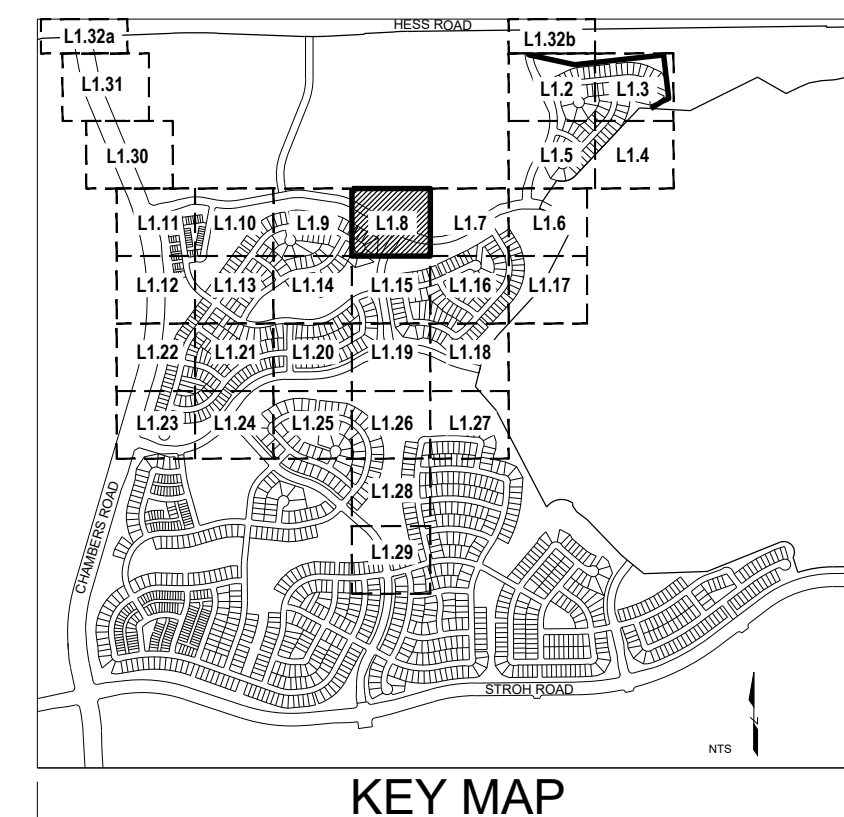


LEGEND

GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK -RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES

NOTES:

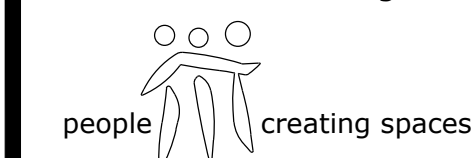
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CENTENNIAL, CO 80112

Land Planning



pcs group inc. www.pcsgroupco.com
#5, 8-180 Independence Plaza
1007 16th Street, Denver, CO 80265
1.303.531.4905, 1.303.531.4908

Engineering



ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by:	BEM
Checked by:	JP
Submittal Date:	3.15.2020
	8.10.2020
	12.18.2020
	2.5.2021
	3.17.2021
	5.28.2021

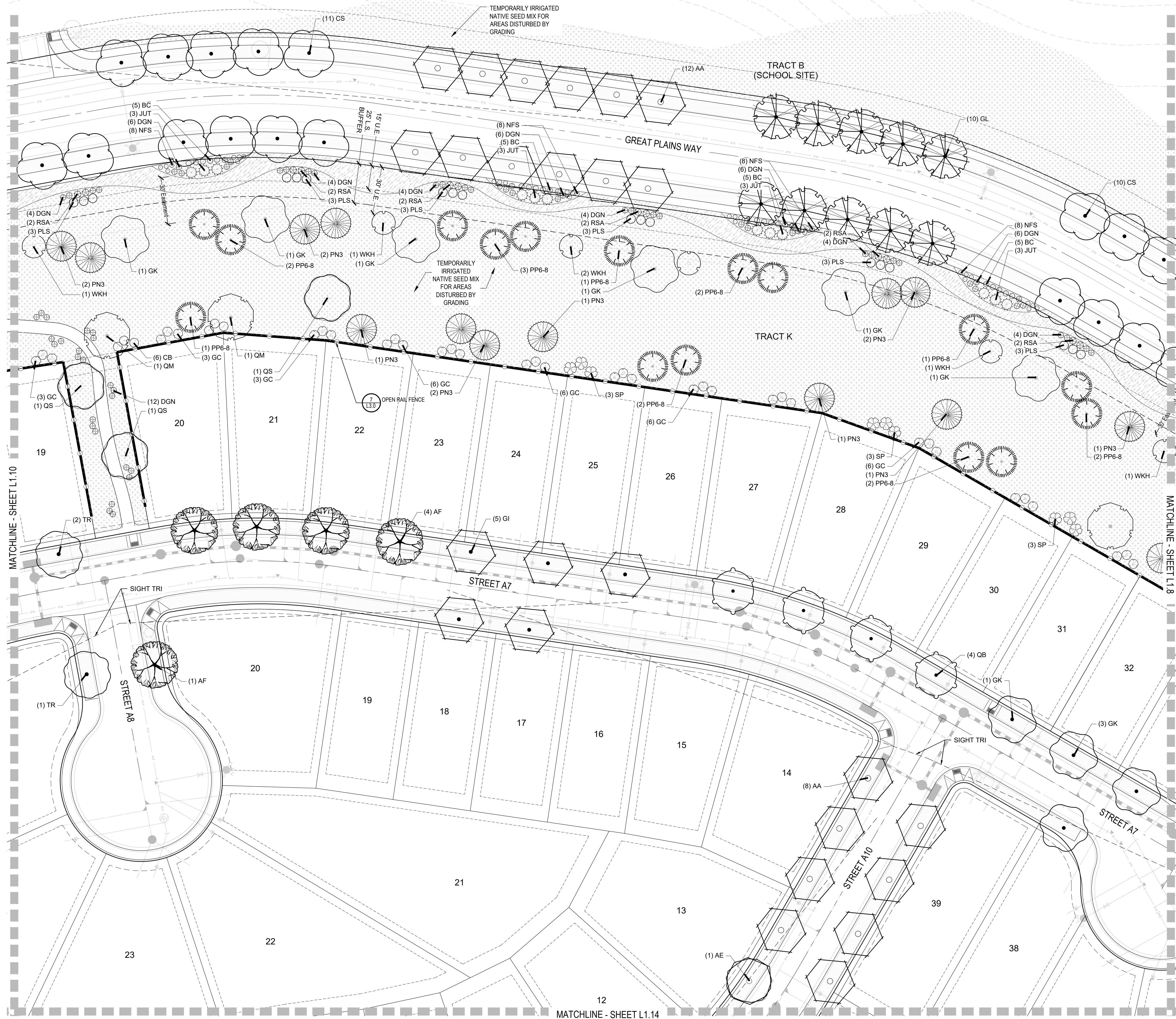
Sheet Name

LANDSCAPE PLAN

Sheet Number

L1.8

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LEGEND

GROUND COVERS

BOTANICAL NAME

DETENTION SEED MIX

FIBAR

LOW WATER TURF MIX

MULCH ROCK

MULCH, ROCK - RIVER COBBLE

PLAY SAND

SOD - RTF WATER SAVER SOD OR EQUAL

TEMPORARILY IRRIGATED NATIVE SEED MIX

WOOD MULCH - SHREDDED CEDAR

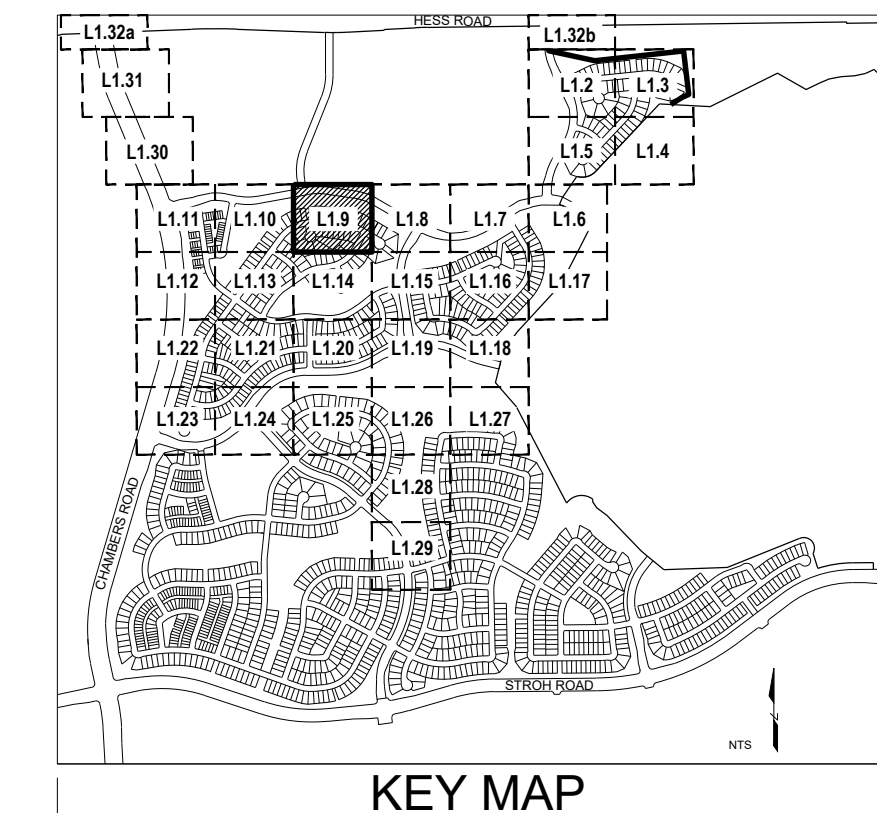
OPEN RAIL FENCE

PRIVACY FENCE

EXISTING TREES

NOTES:

1. LANDSCAPE MATERIAL AND TREES IN TREE LAWNS ADJACENT TO LOTS ARE RESPONSIBILITY OF HOME BUILDER. STREET TREE LOCATIONS ARE NOT FINAL AND MAY CHANGE BASED UPON DRIVEWAY LOCATION.
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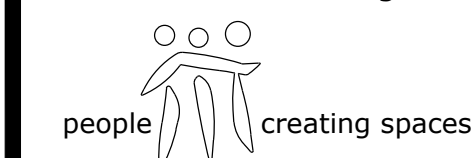


SCALE: 1" = 30'

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PARKER, COLORADO

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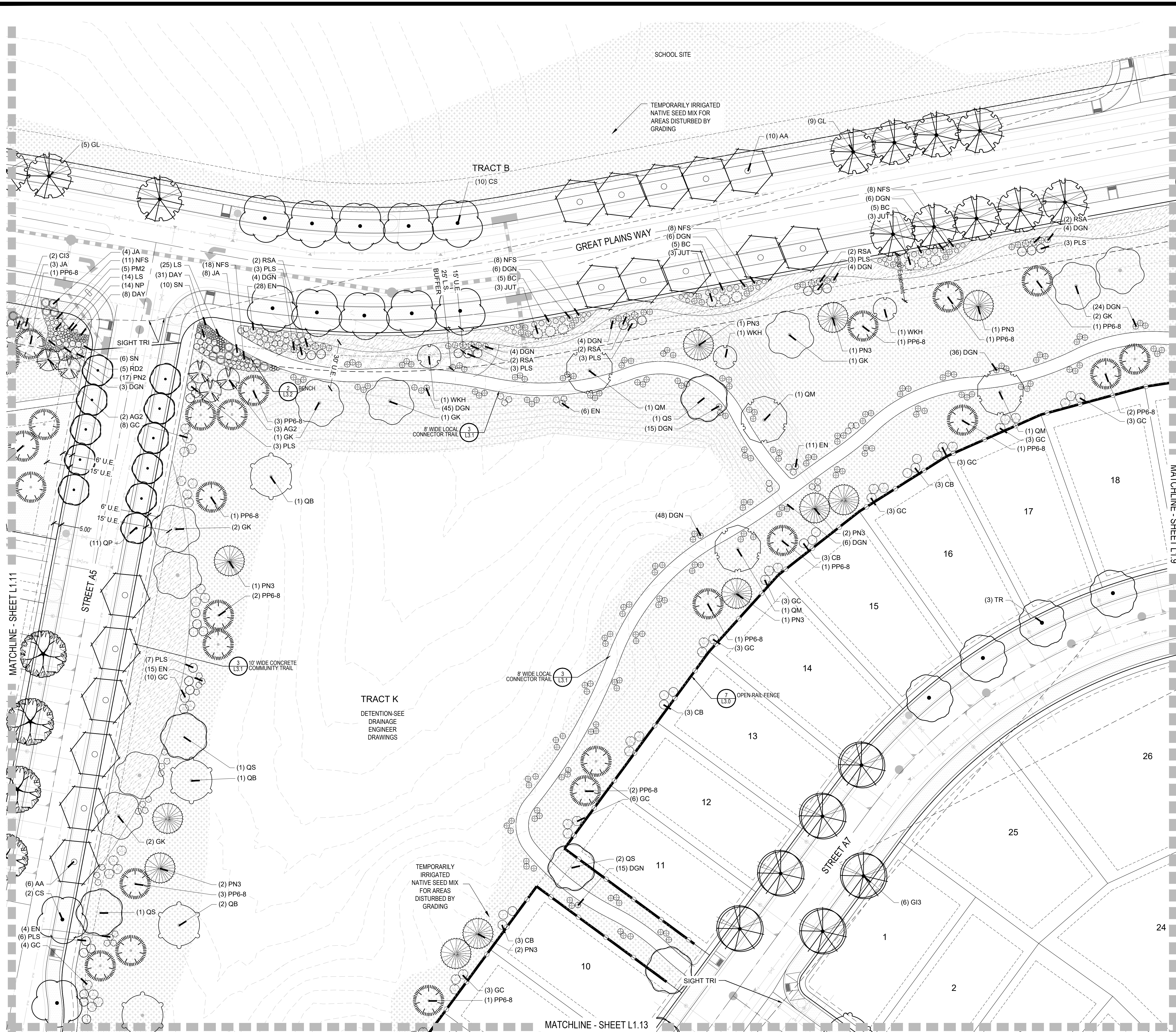
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LANDSCAPE PLAN

Sheet Number

L1.9

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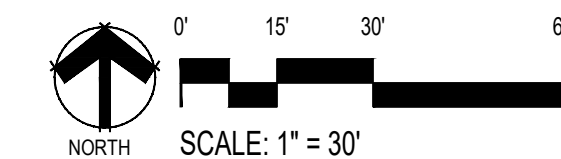


LEGEND

GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK -RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES

- NOTES:
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■ Sheet Name ■

LANDSCAPE PLAN

■ Sheet Number ■

L1.10

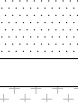
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PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

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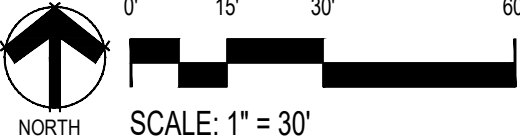
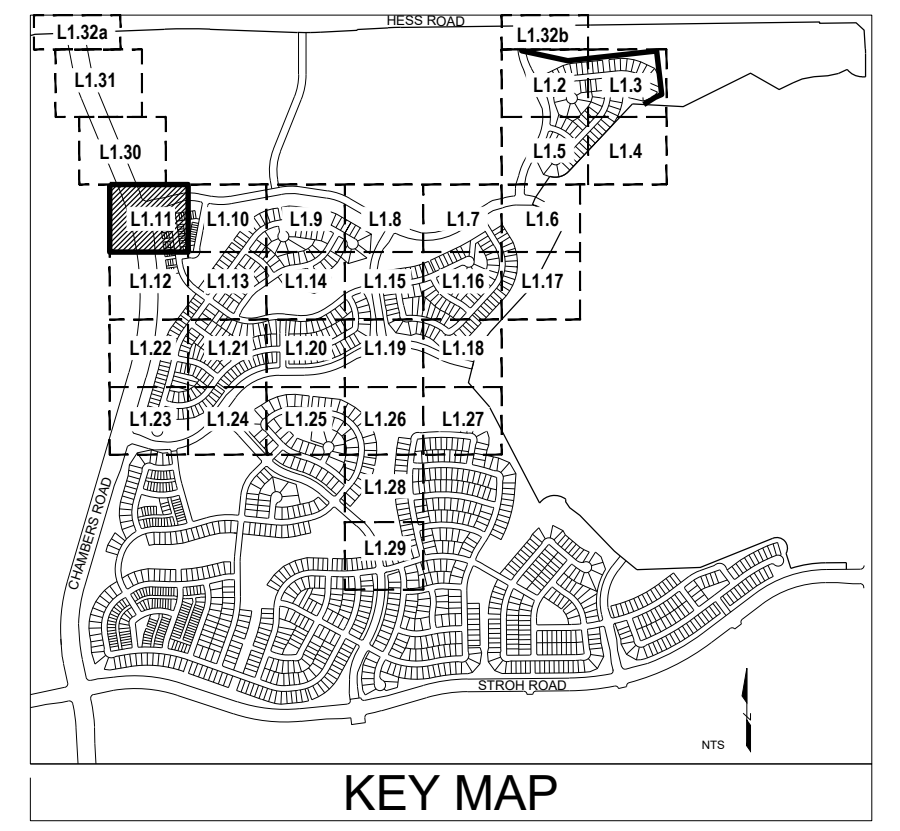


GROUND COVERS

GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK-RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
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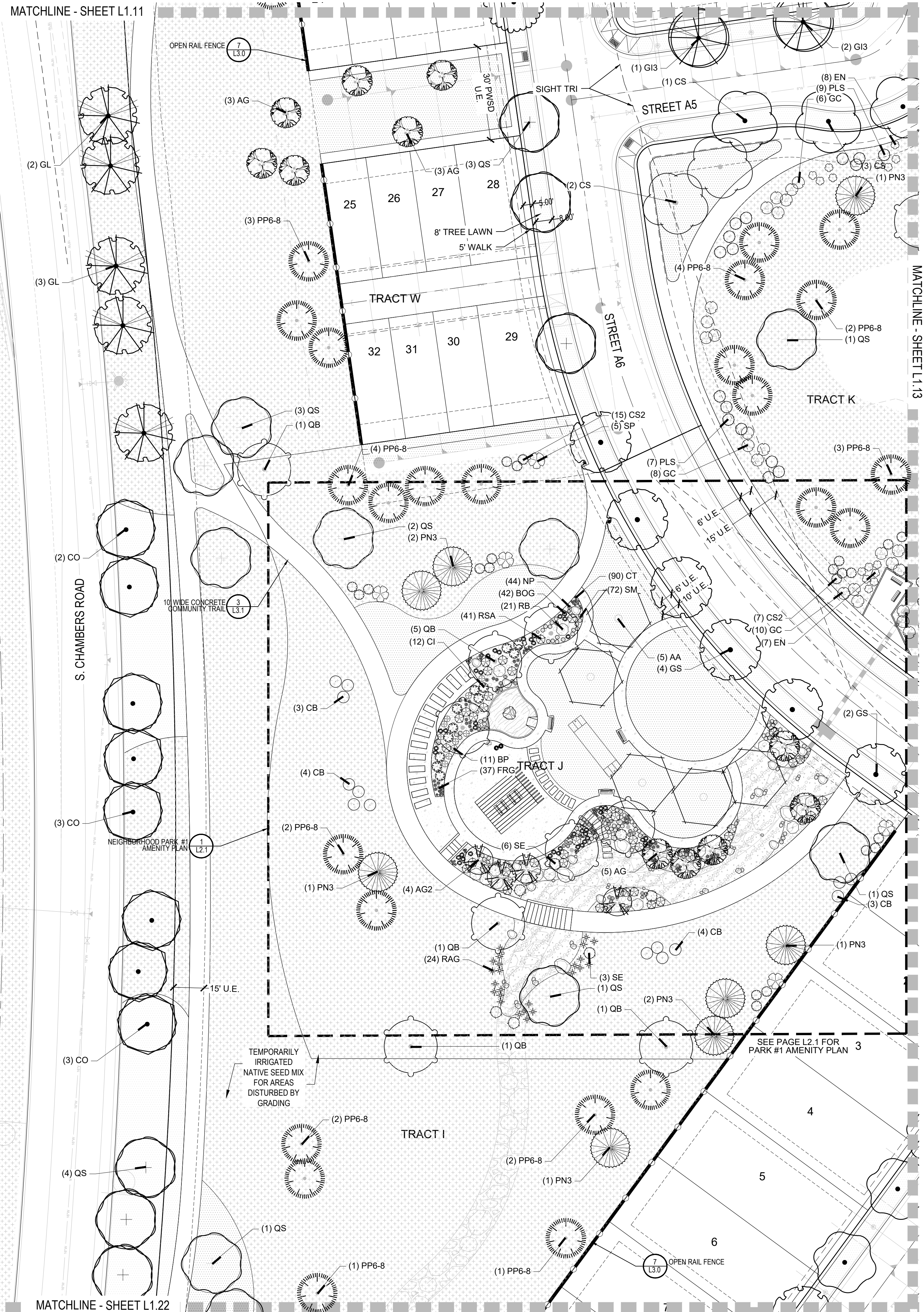
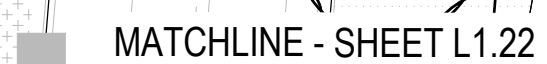
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Sheet Number ■

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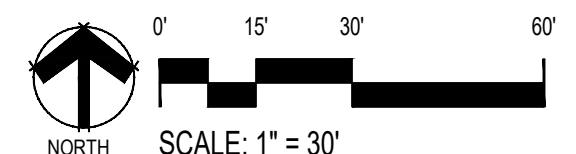
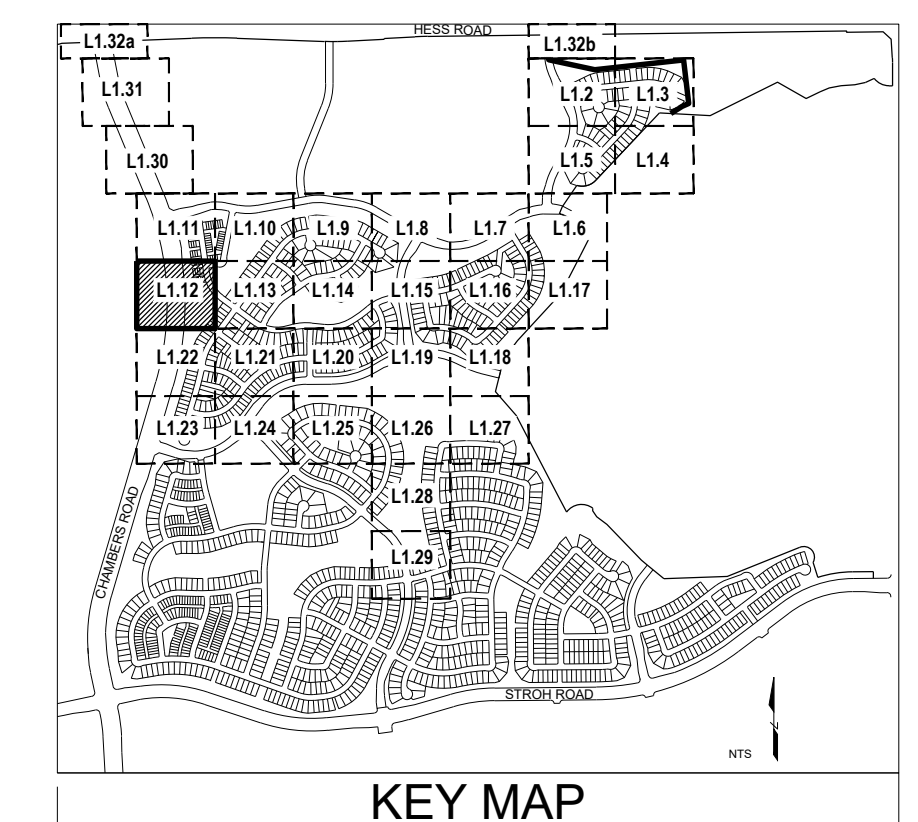
PRELIMINARY LANDSCAPE PLANS

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	LOW WATER TURF MIX
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	MULCH, ROCK -RIVER COBBLE
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	EXISTING TREES

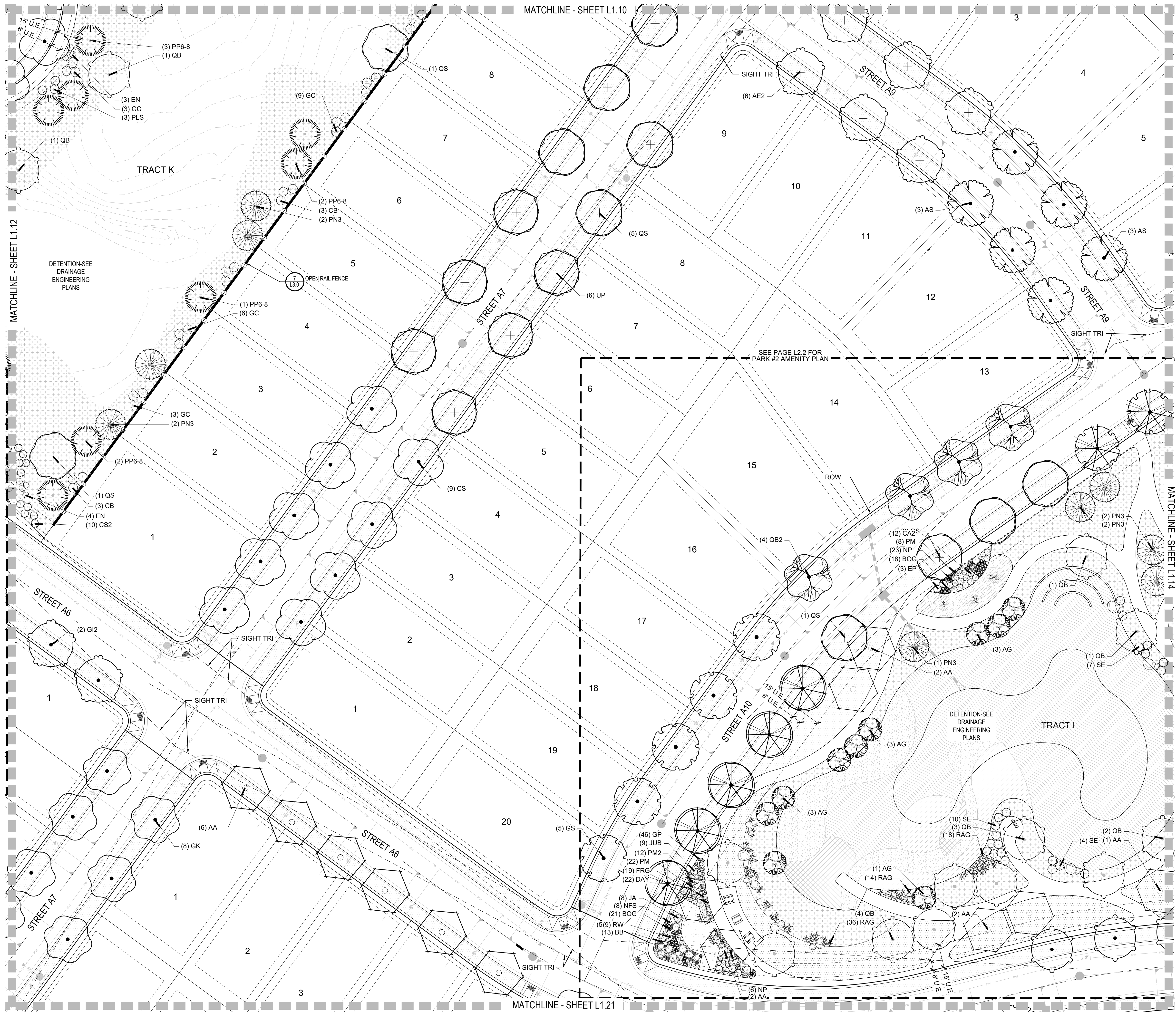
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LANDSCAPE PLAN

L1.12

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LEGEND

GROUND COVERS

BOTANICAL NAME

DETENTION SEED MIX

FIBAR

LOW WATER TURF MIX

MULCH ROCK

MULCH, ROCK - RIVER COBBLE

PLAY SAND

SOD - RTF WATER SAVER SOD OR EQUAL

TEMPORARILY IRRIGATED NATIVE SEED MIX

WOOD MULCH - SHREDDED CEDAR

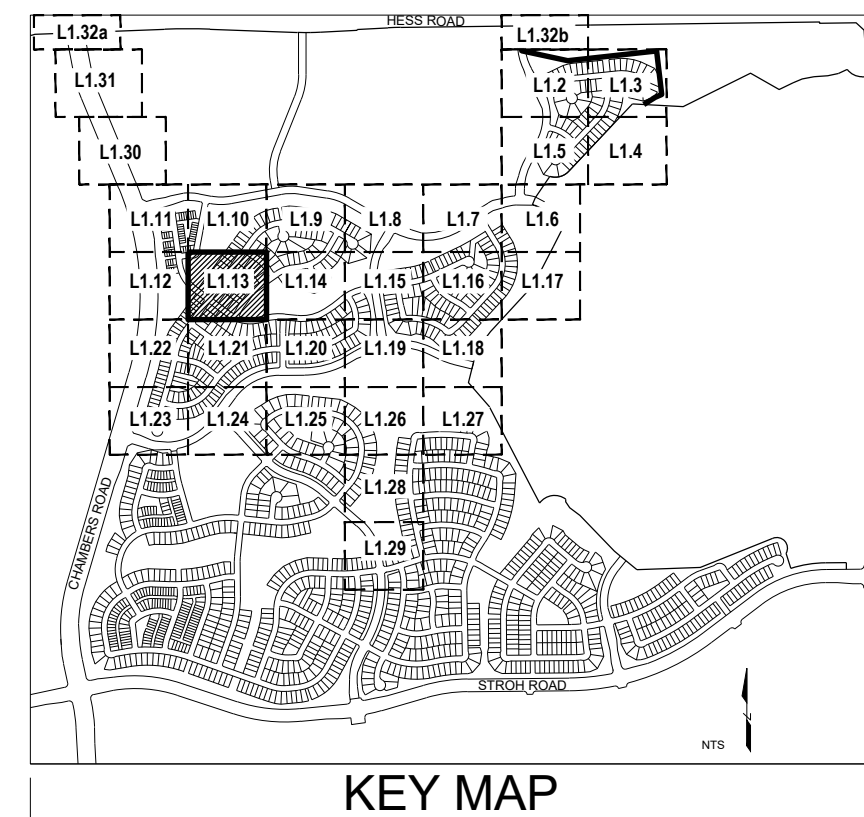
OPEN RAIL FENCE

PRIVACY FENCE

EXISTING TREES

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SCALE: 1" = 30'

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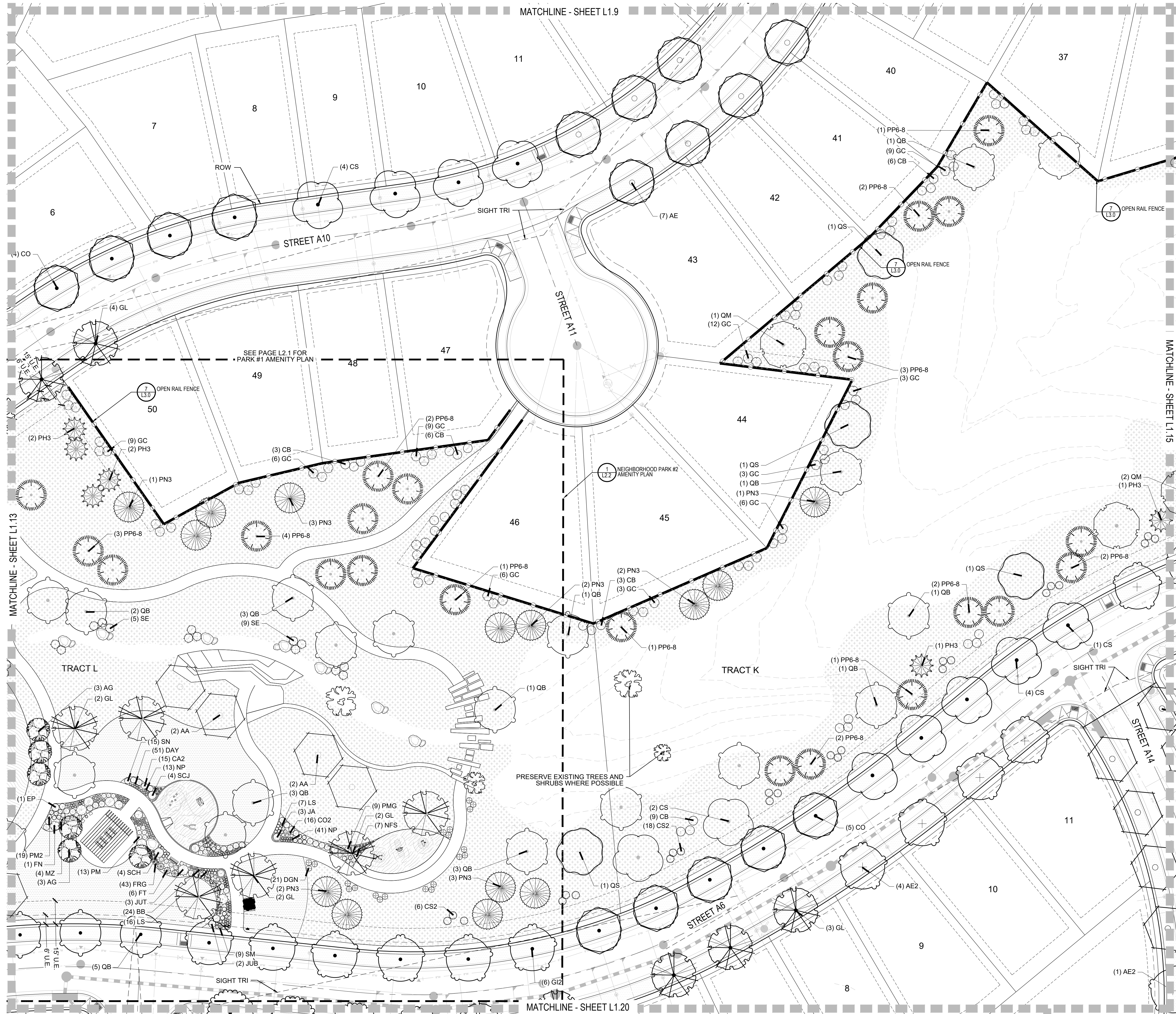
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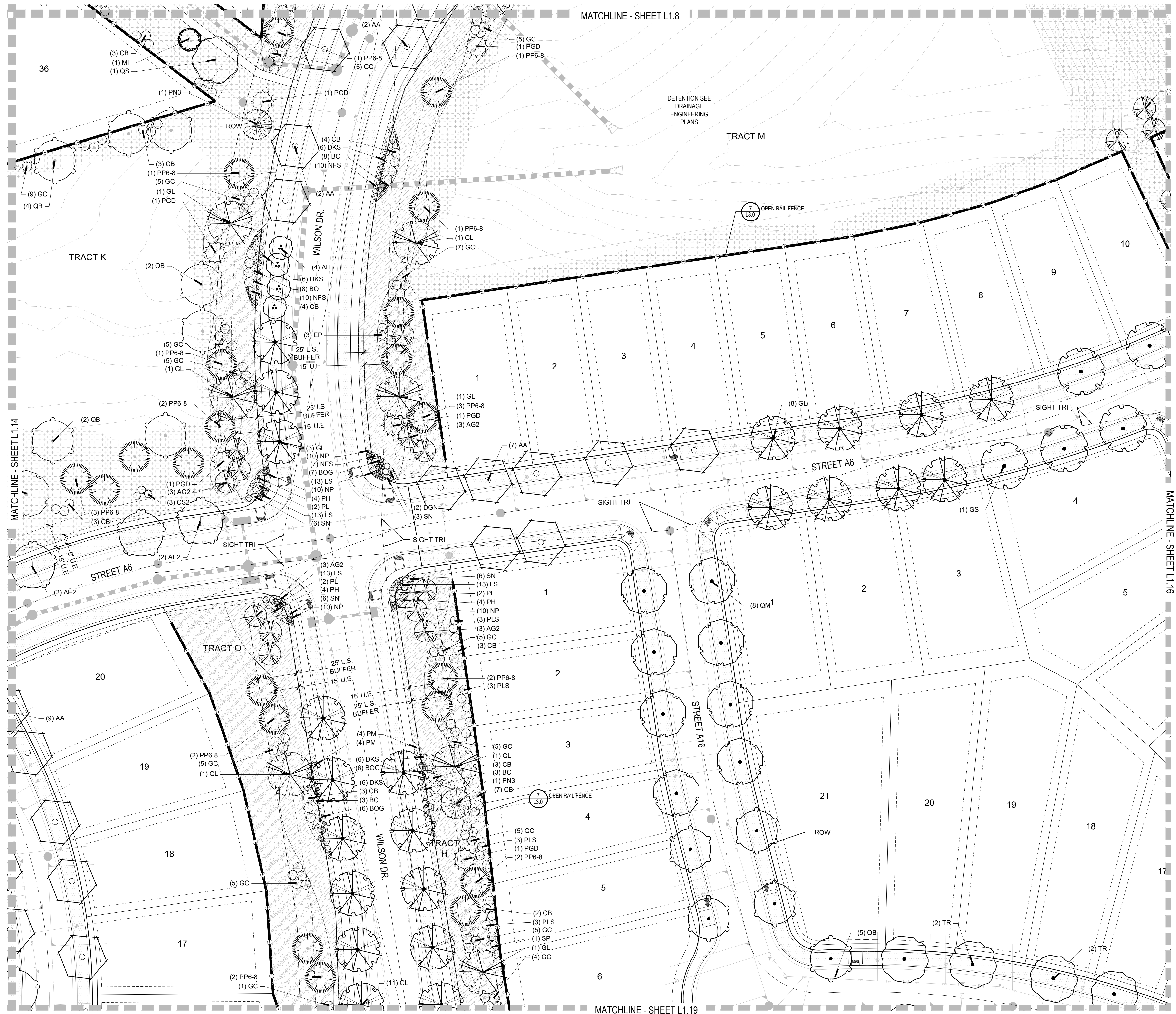
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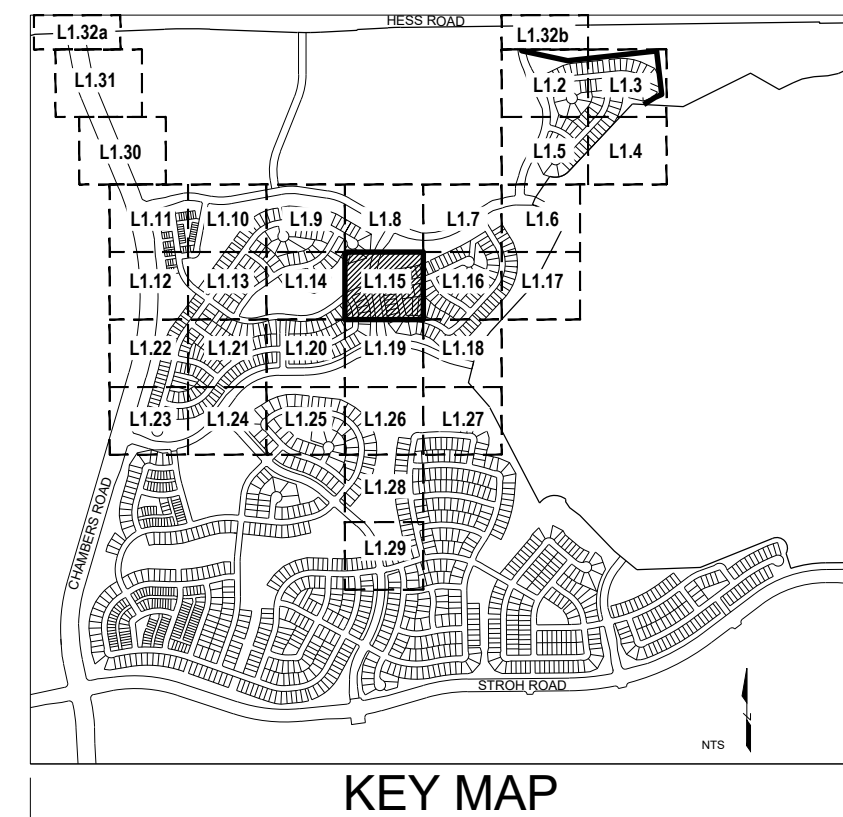
GROUND COVERS

BOTANICAL NAME

	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK - RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
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0' 15' 30' 60'
SCALE: 1" = 30'

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PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

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PRELIMINARY LANDSCAPE PLANS

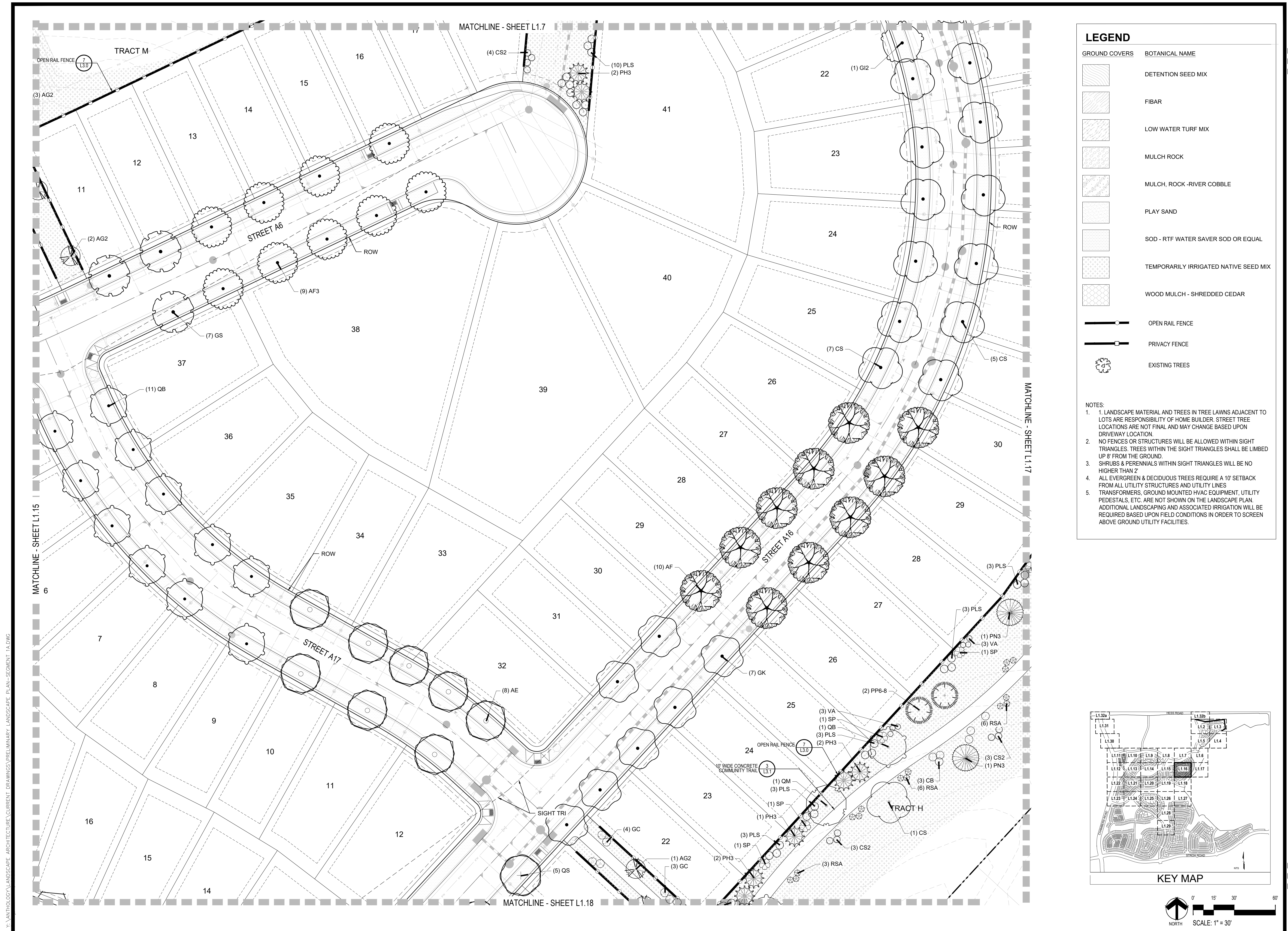
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LANDSCAPE PLAN

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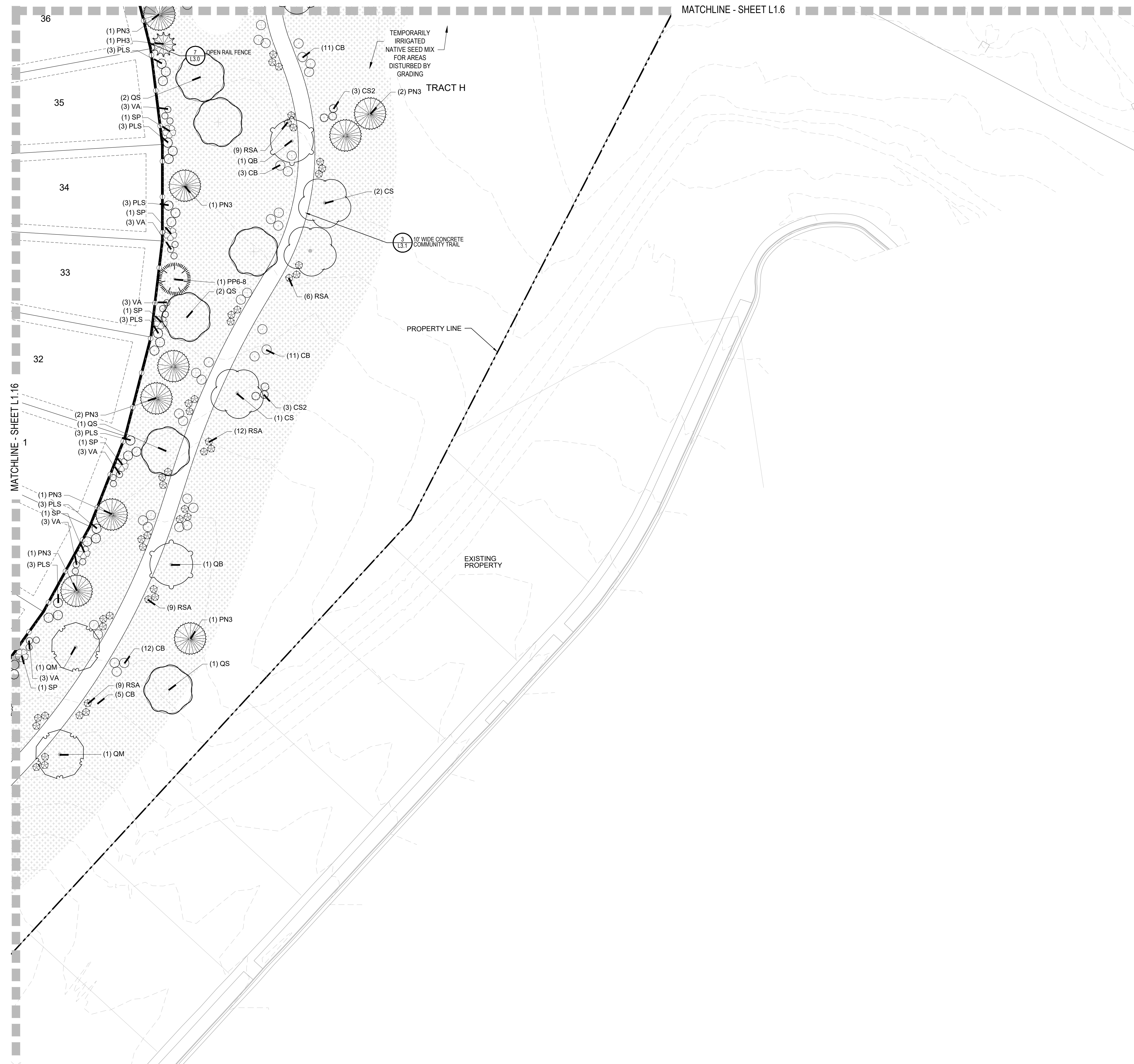
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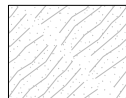
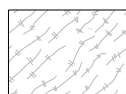
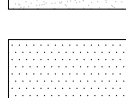


LANDSCAPE PLAN

1.17

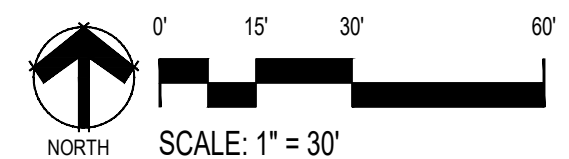
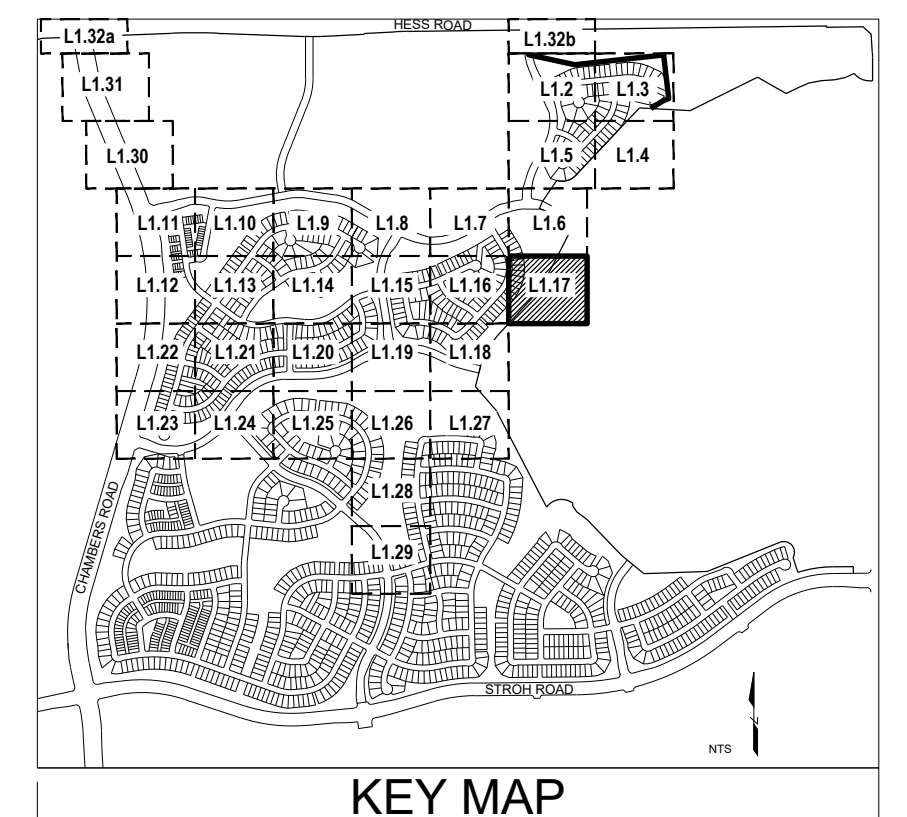


GROUND COVERS BOTANICAL NAME

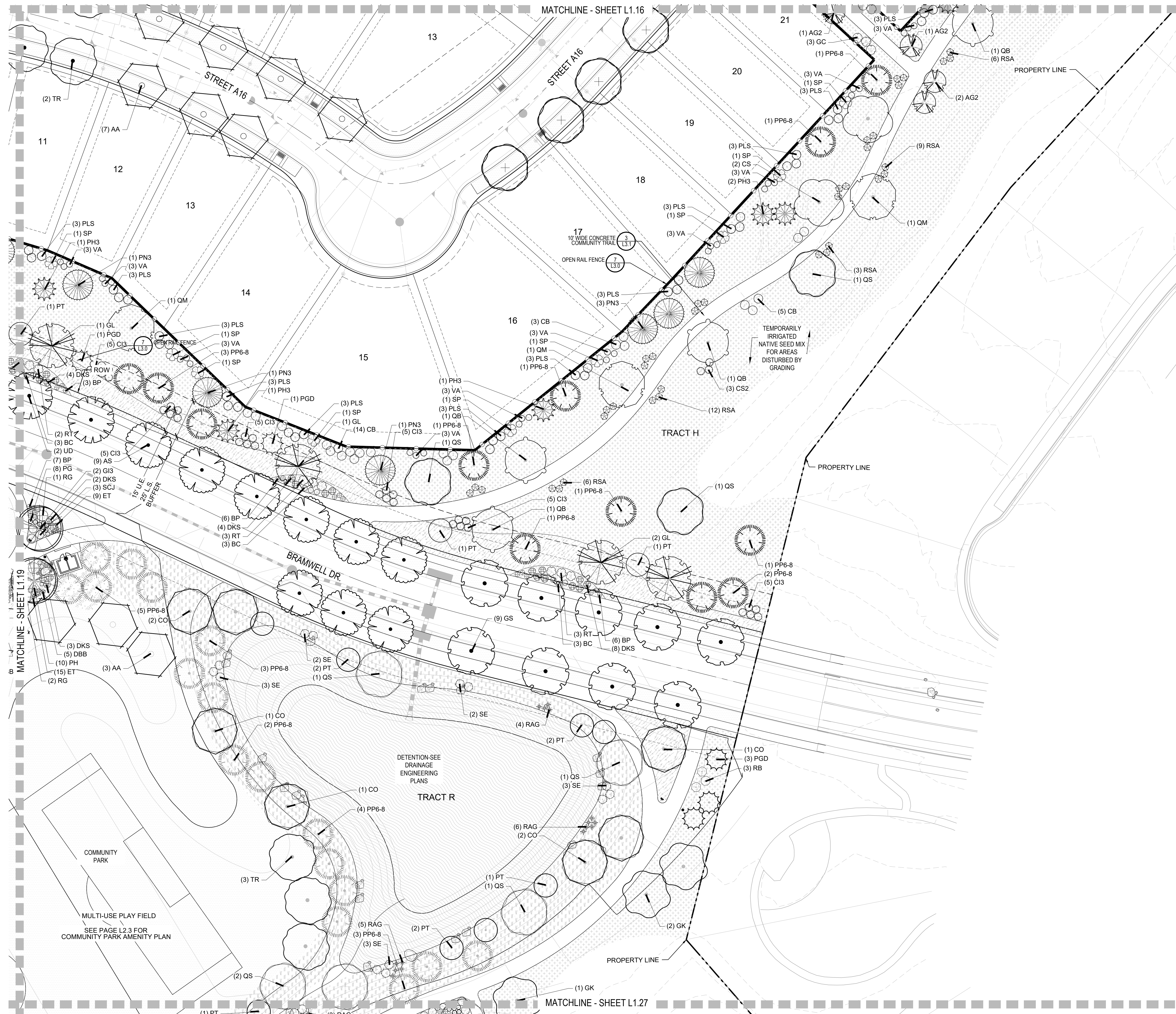
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	FIBAR
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	MULCH ROCK
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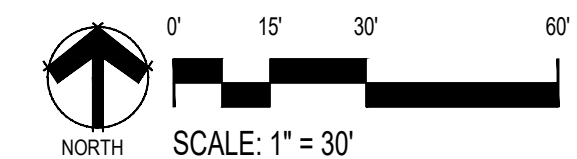
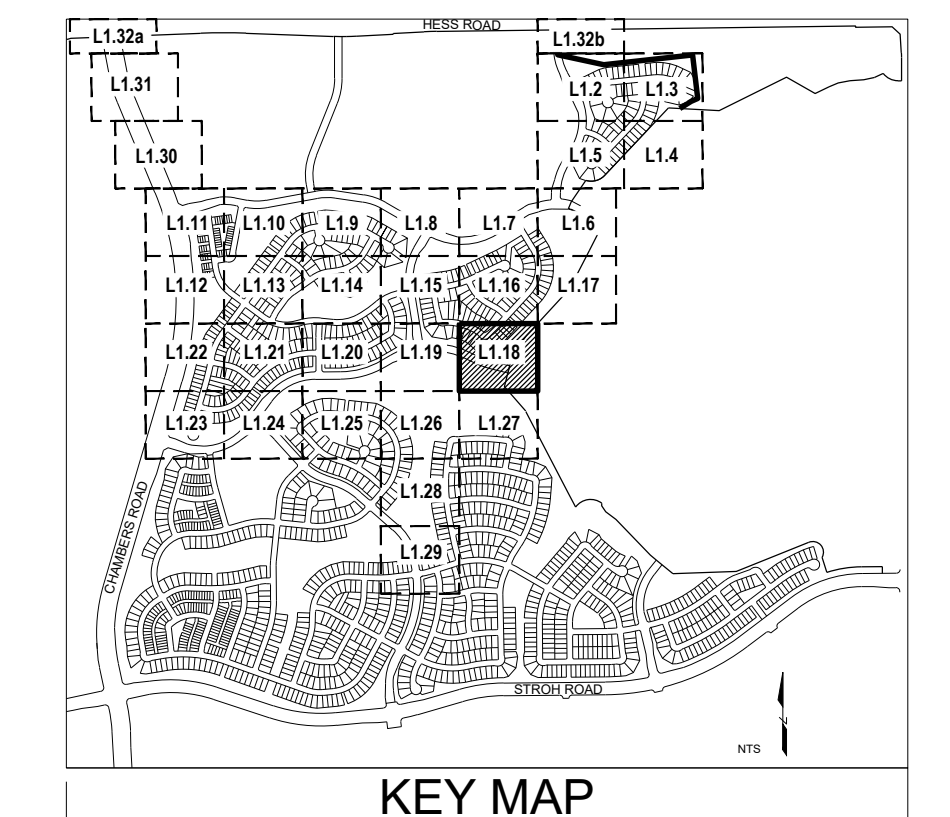
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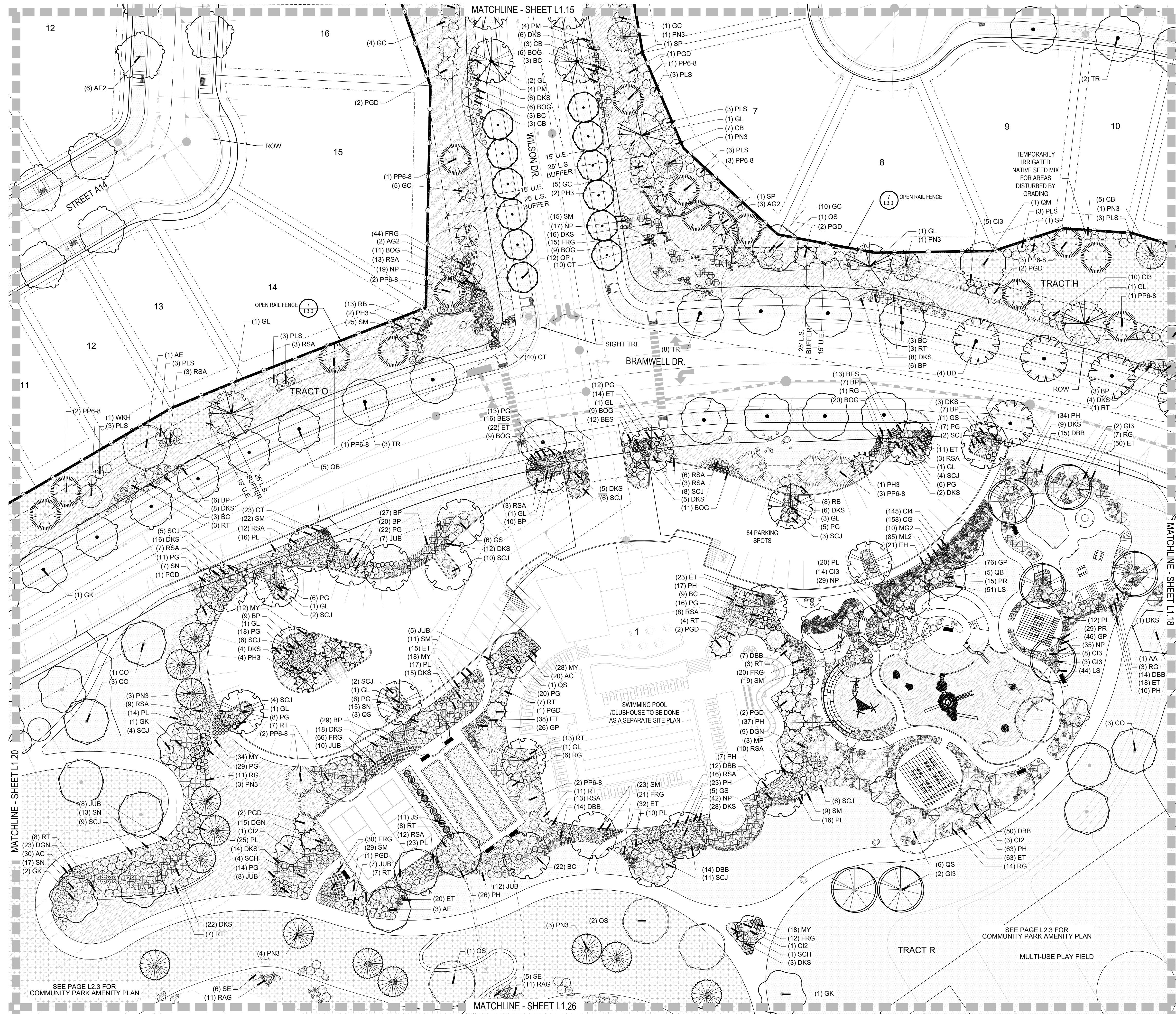
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LANDSCAPE PLAN

■ Sheet Number ■

L1.18

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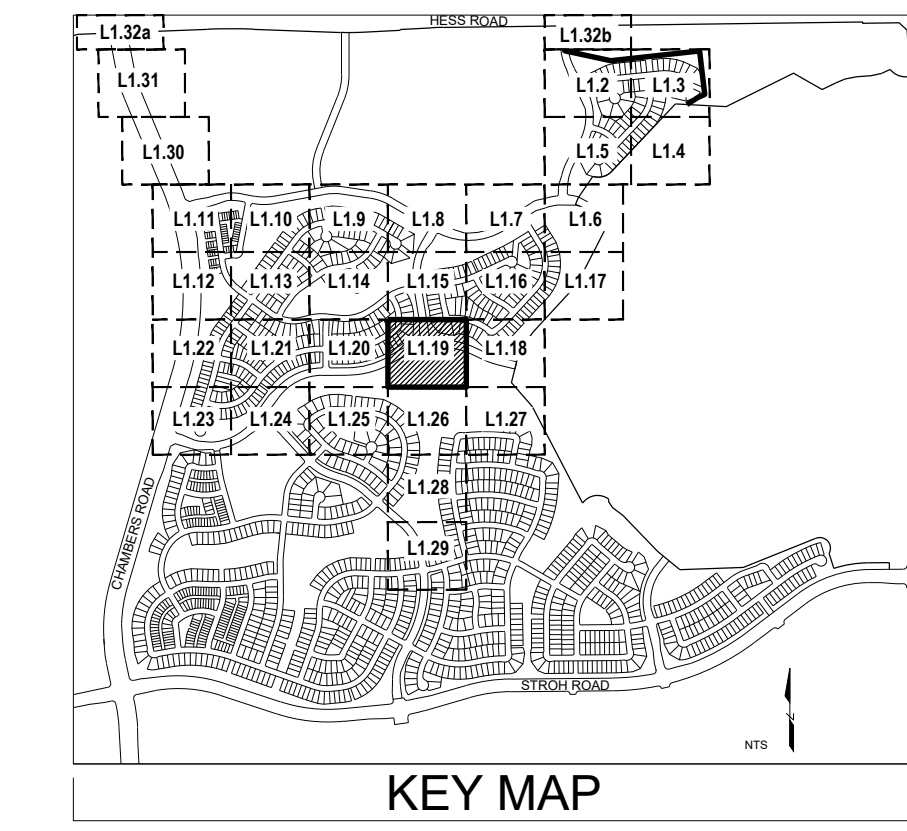
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BOTANICAL NAME

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	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK - RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES

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SCALE: 1" = 30'

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E5X MANAGEMENT
7353 SOUTH ALTON WAY
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PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
Submittal Date: 3.15.2020
Date: 8.10.2020
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Sheet Name
LANDSCAPE PLAN

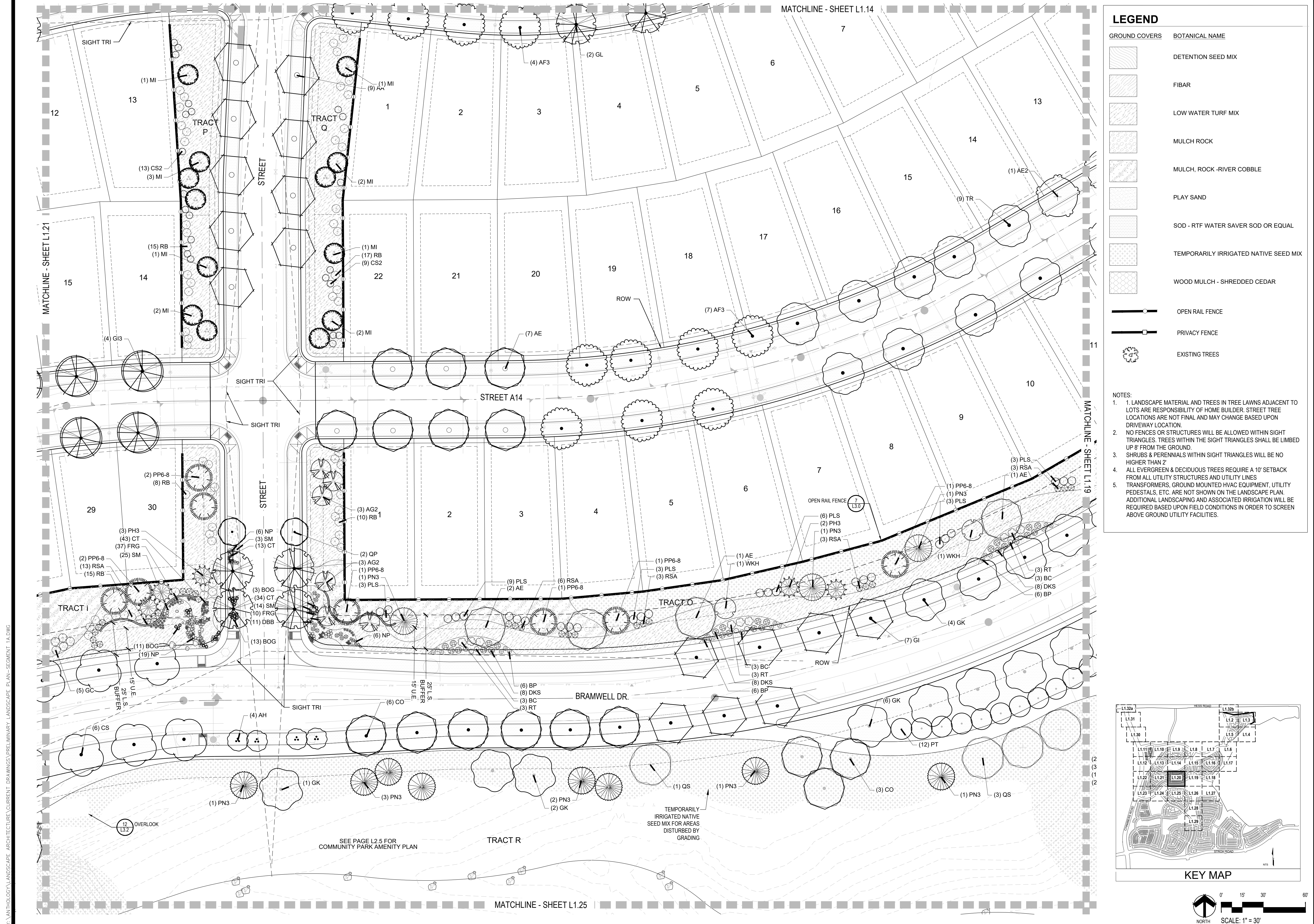
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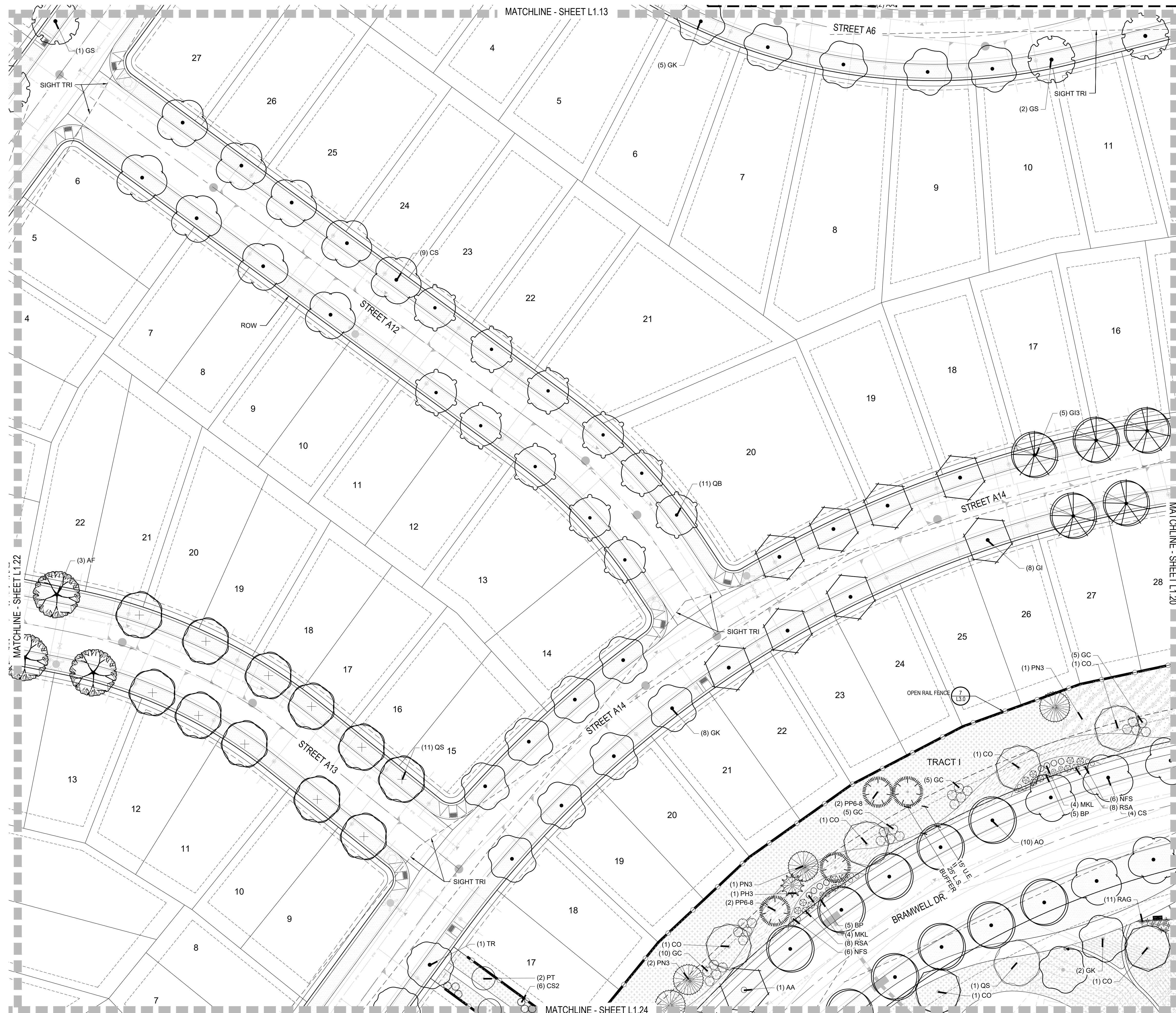
PRELIMINARY LANDSCAPE PLANS

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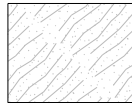
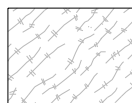
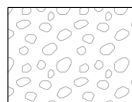
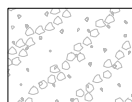
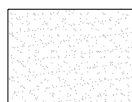
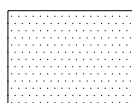
LANDSCAPE PLAN

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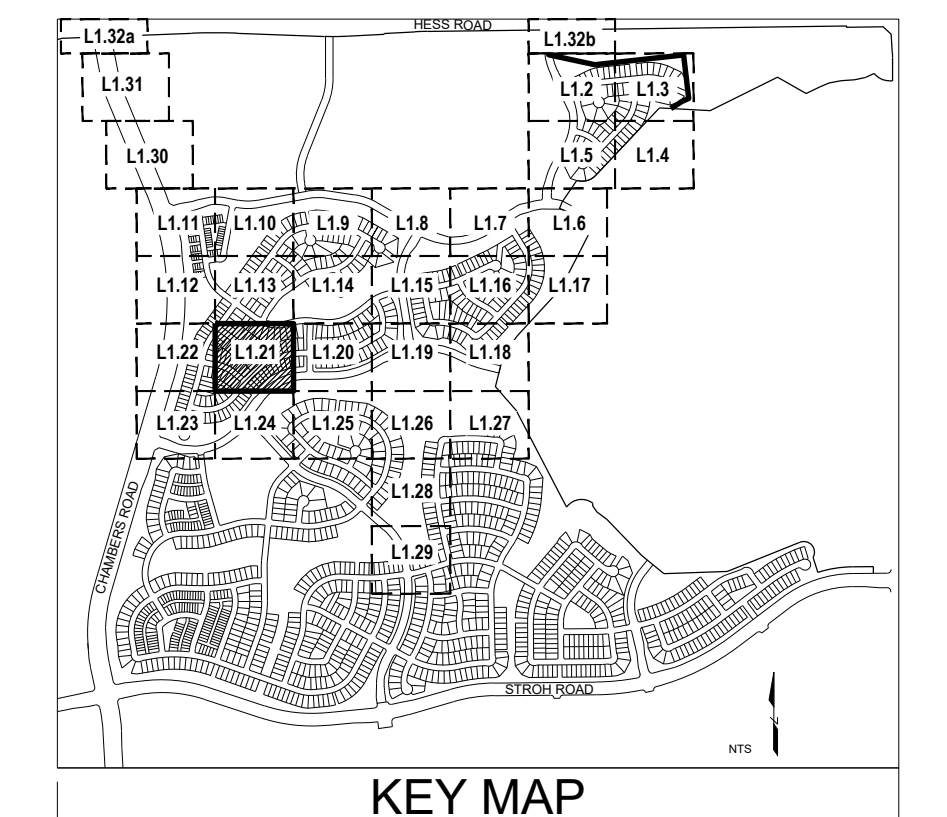


LEGEND

GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK -RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES

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 checked by: JP
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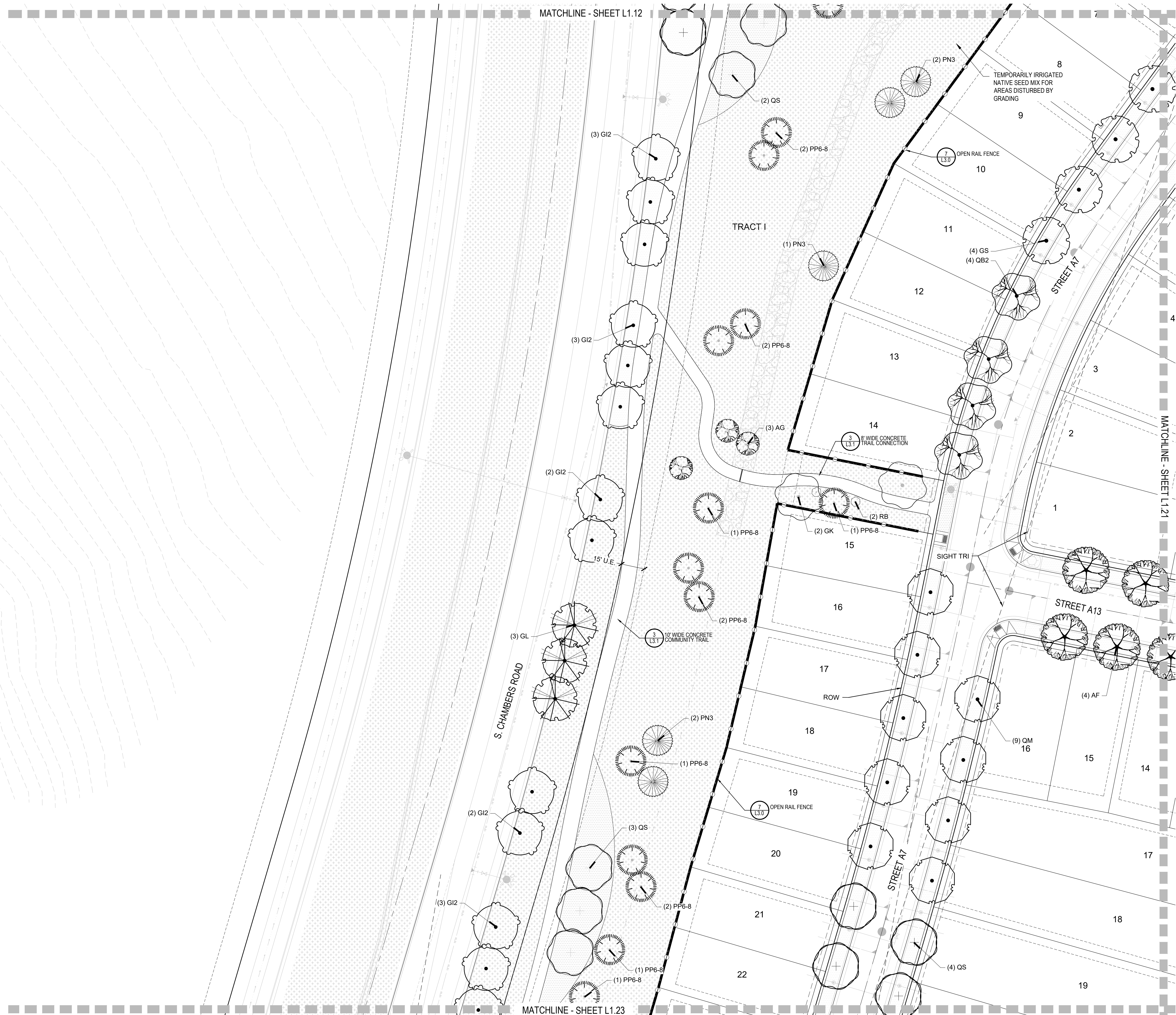
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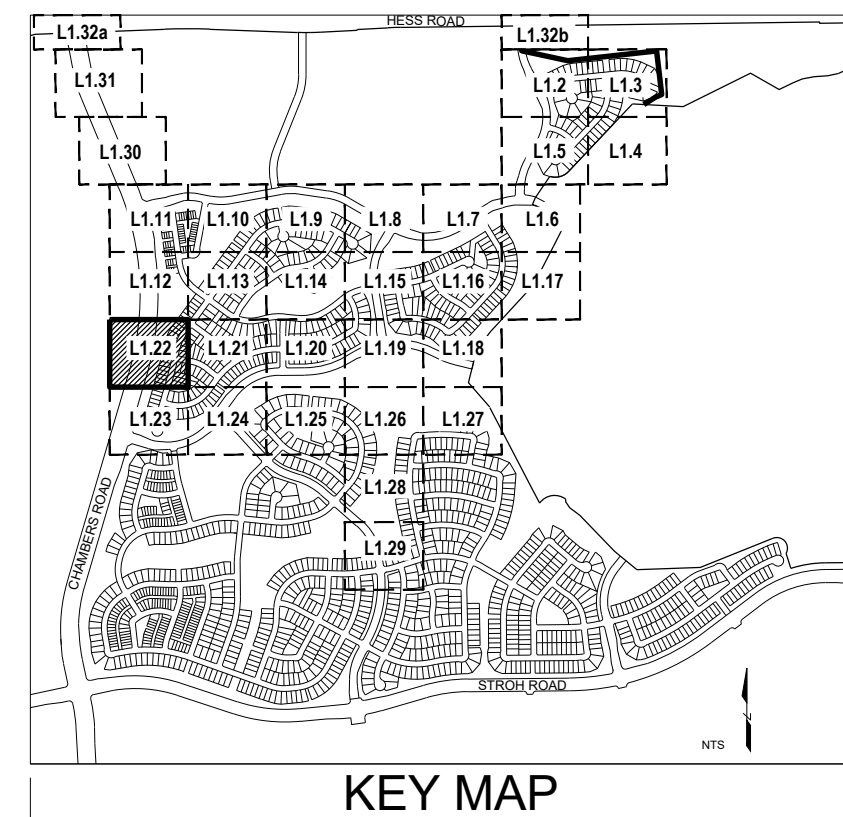
GROUND COVERS

BOTANICAL NAME

- DETENTION SEED MIX
- FIBAR
- LOW WATER TURF MIX
- MULCH ROCK
- MULCH, ROCK-RIVER COBBLE
- PLAY SAND
- SOD - RTF WATER SAVER SOD OR EQUAL
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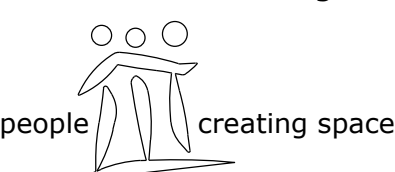
0' 15' 30' 60'

SCALE: 1" = 30'

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CENTENNIAL, CO 80112

Land Planning



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Engineering



ANTHOLOGY
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PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
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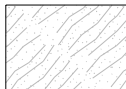
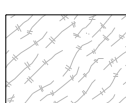
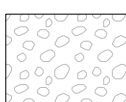
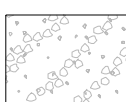
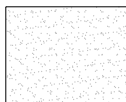
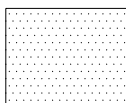
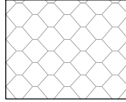
LANDSCAPE PLAN

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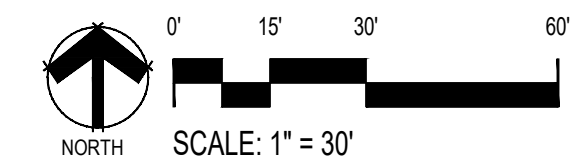
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PRELIMINARY LANDSCAPE PLANS



	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK - RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR
	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES

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checked by:	JP
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PRELIMINARY LANDSCAPE PLANS

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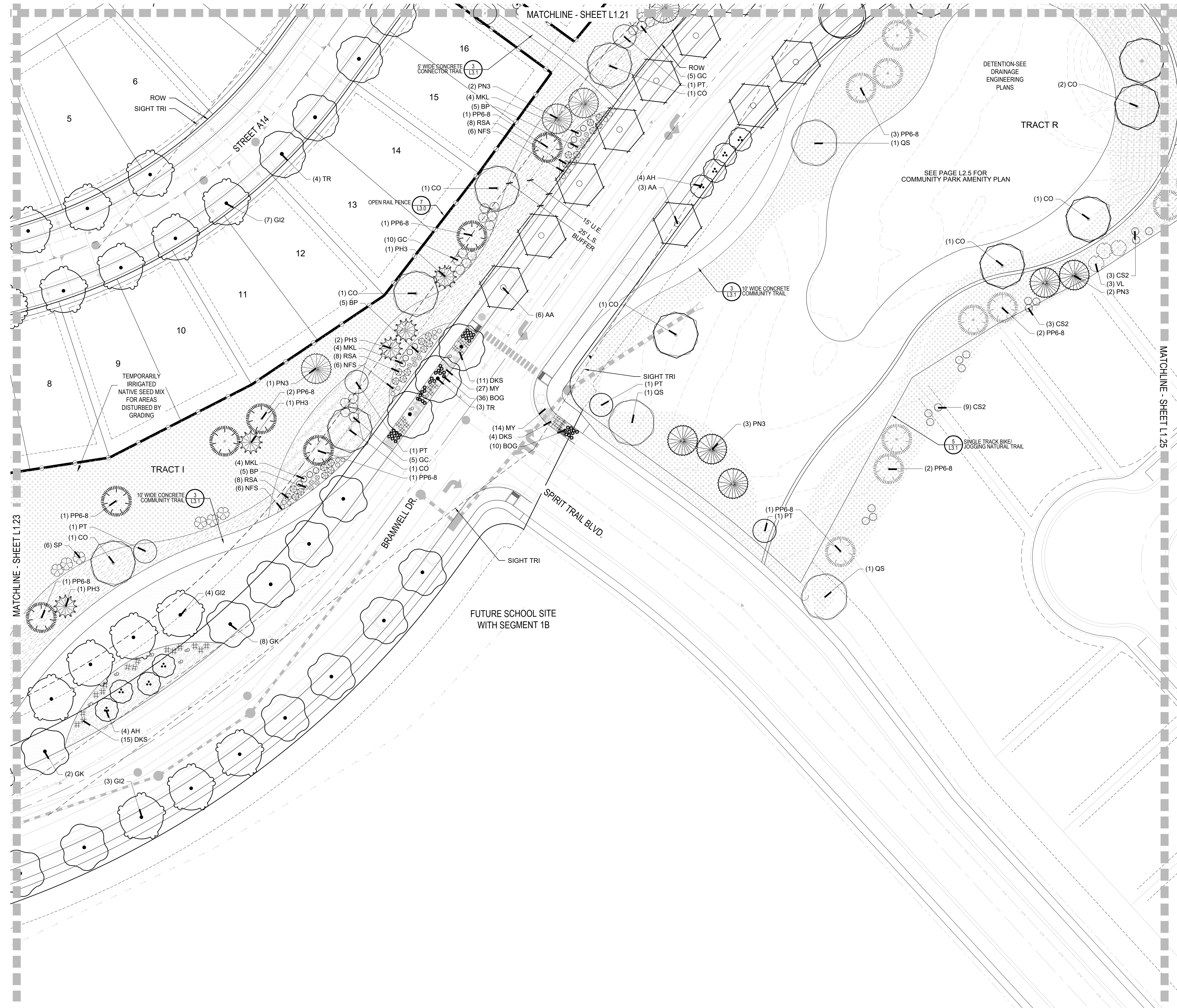
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Sheet Name 

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Sheet Number ■

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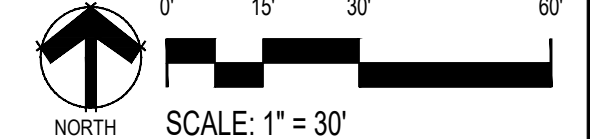
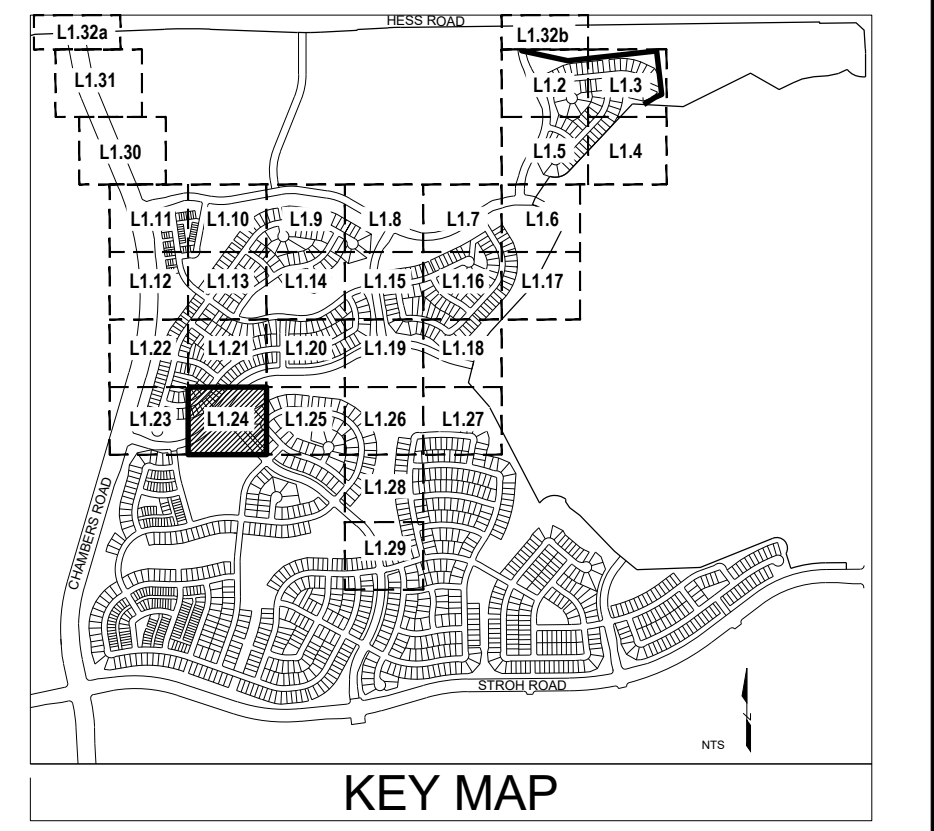


LEGEND

GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK - RIVER COBBLE
	PLAY SAND
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SEGMENT 1B
TRACT S

MATCHLINE - SHEET L1.20

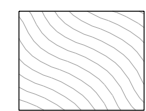
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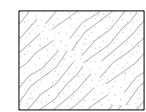
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GROUND COVERS

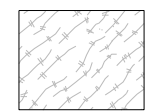
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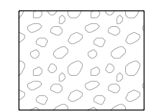
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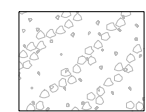
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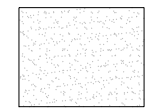
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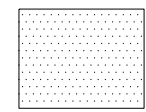
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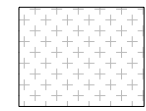
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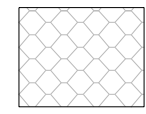
PLAY SAND



SOD - RTF WATER SAVER SOD OR EQUAL



TEMPORARILY IRRIGATED NATIVE SEED MIX



WOOD MULCH - SHREDDED CEDAR



OPEN RAIL FENCE



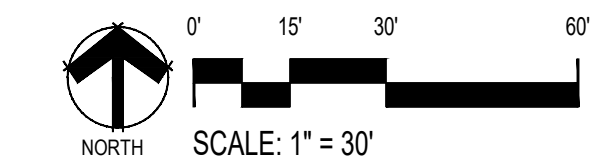
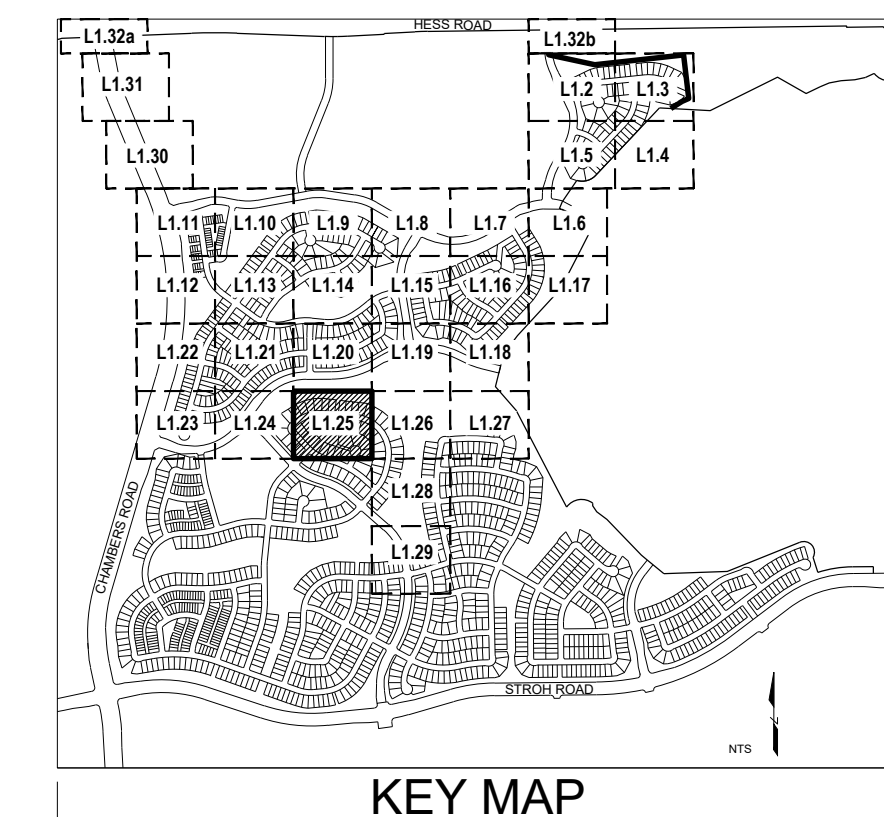
PRIVACY FENCE



EXISTING TREES

NOTES:

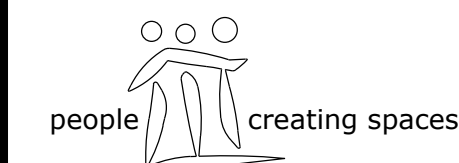
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■ Engineering ■

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a Westwood team
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Englewood, CO 80112
Tel: 720.482.8552
www.cvlinc.net
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ANTHOLOGY
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PRELIMINARY LANDSCAPE PLANS

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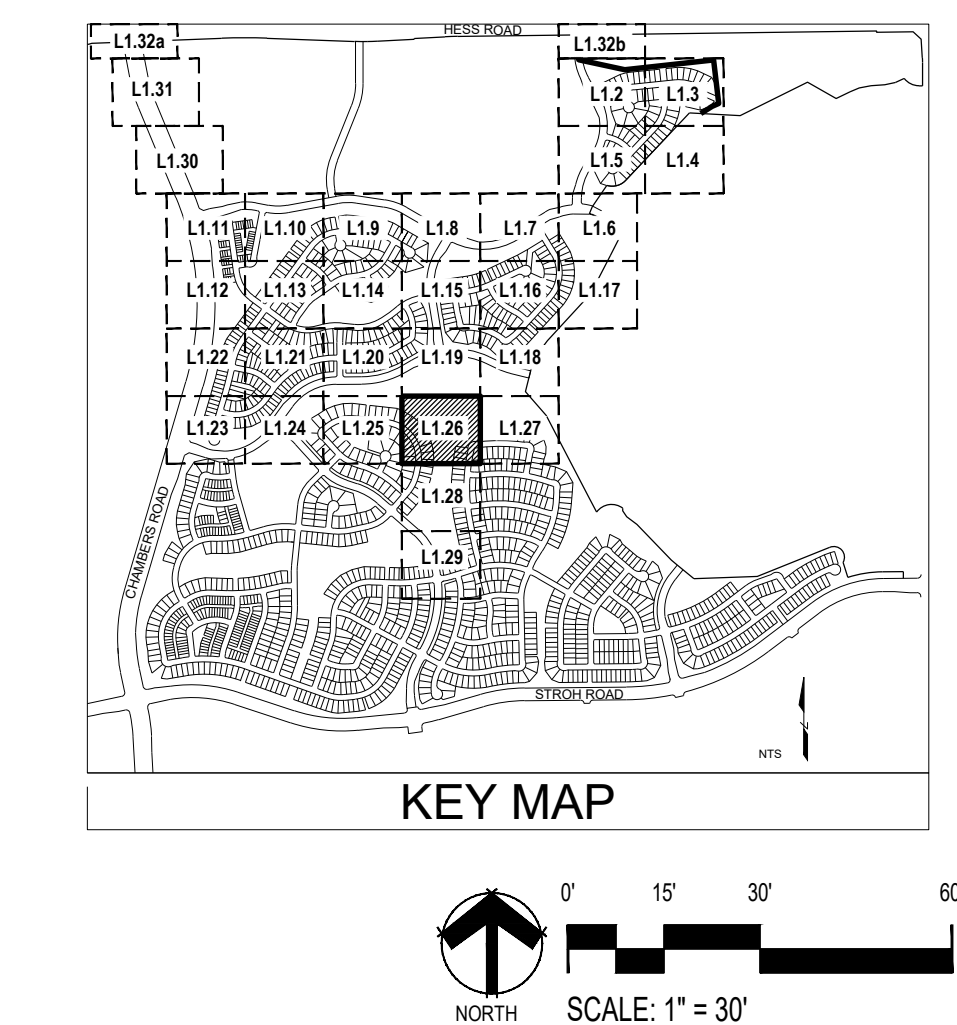
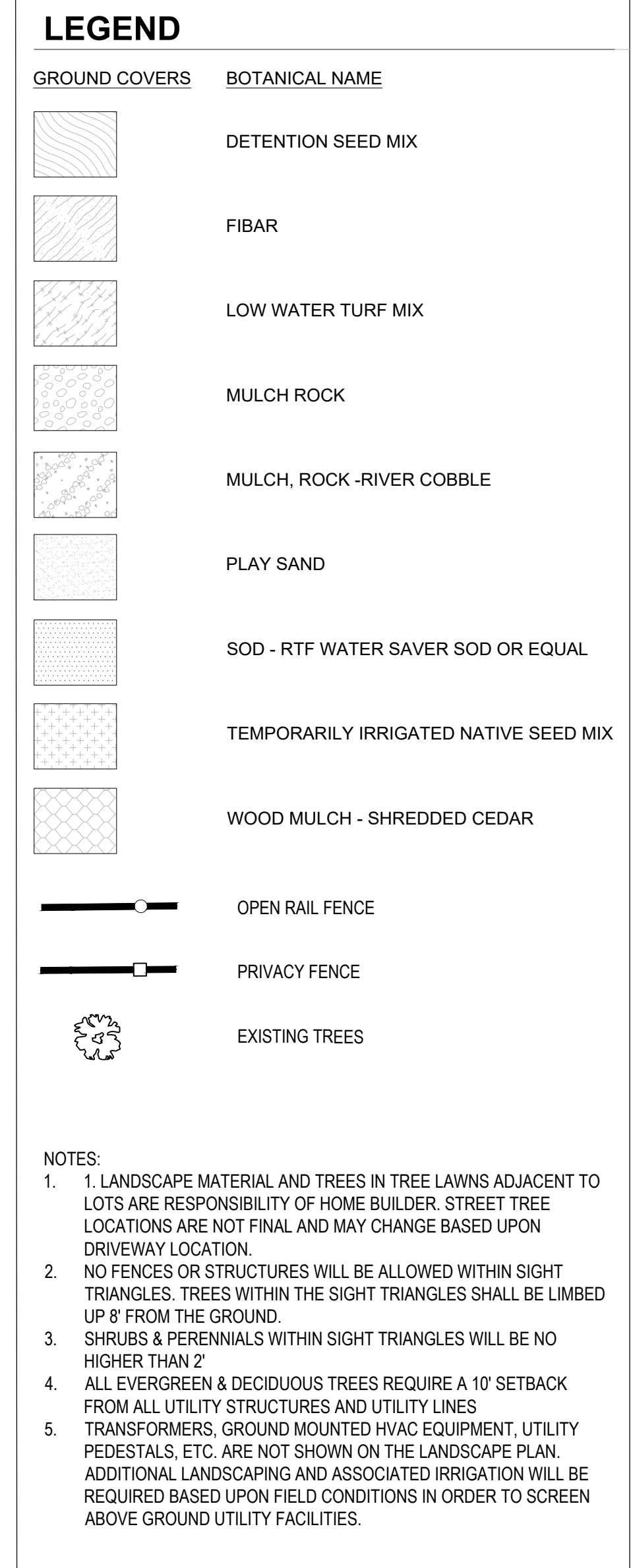
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LANDSCAPE PLAN

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PRELIMINARY LANDSCAPE PLANS



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LANDSCAPE PLAN

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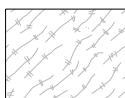
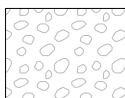
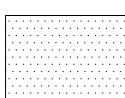
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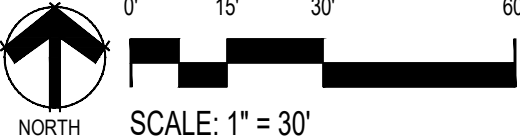
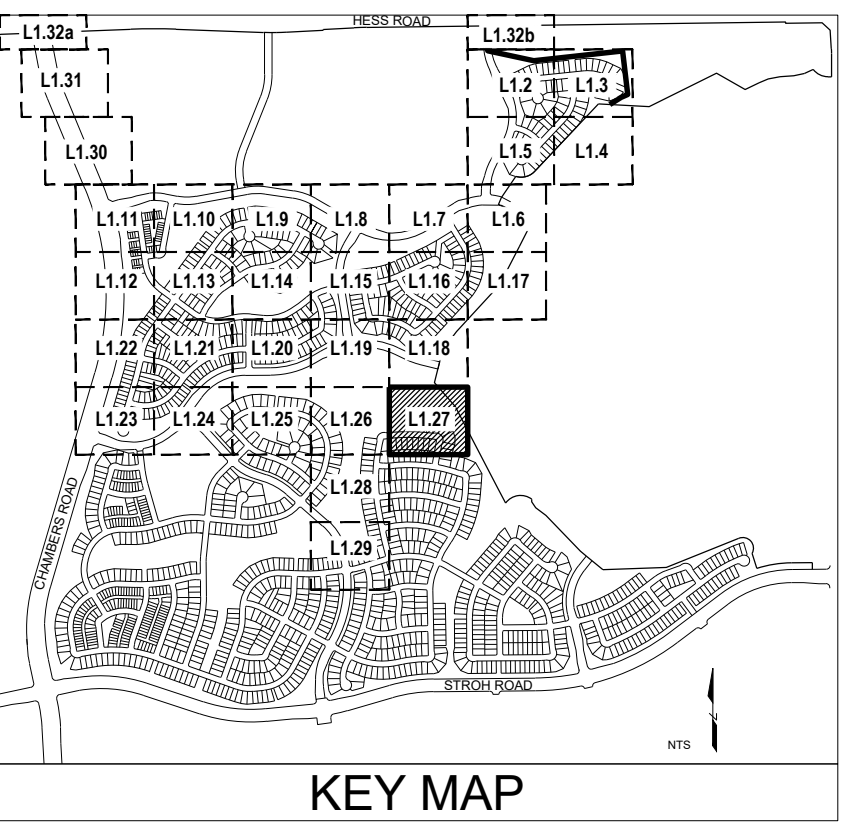
LANDSCAPE PLAN

1.27



<u>GROUND COVERS</u>	<u>BOTANICAL NAME</u>
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK -RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
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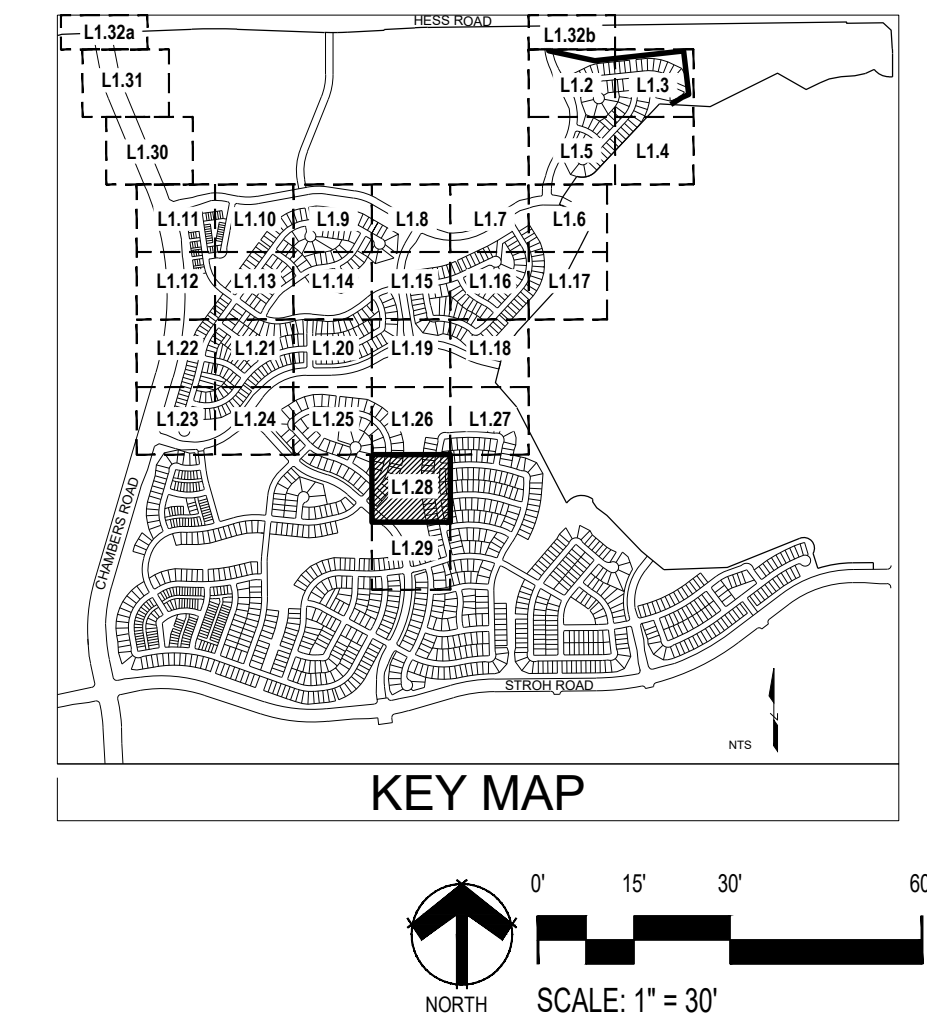
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GROUND COVERS	BOTANICAL NAME
[Pattern]	DETENTION SEED MIX
[Pattern]	FIBAR
[Pattern]	LOW WATER TURF MIX
[Pattern]	MULCH ROCK
[Pattern]	MULCH, ROCK - RIVER COBBLE
[Pattern]	PLAY SAND
[Pattern]	SOD - RTF WATER SAVER SOD OR EQUAL
[Pattern]	TEMPORARILY IRRIGATED NATIVE SEED MIX
[Pattern]	WOOD MULCH - SHREDDED CEDAR

[Symbol]	OPEN RAIL FENCE
[Symbol]	PRIVACY FENCE
[Symbol]	EXISTING TREES

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ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
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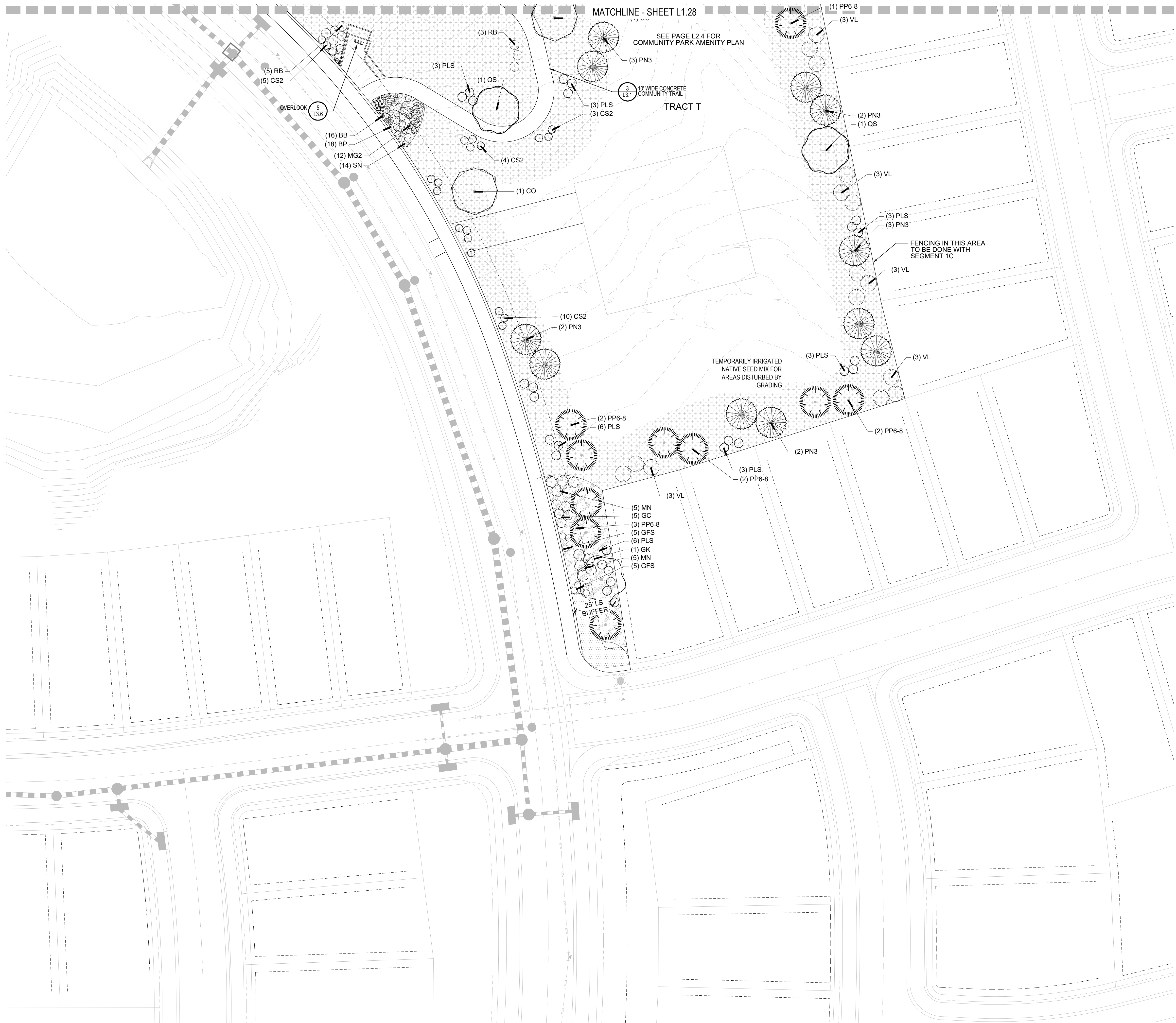
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■ Sheet Number ■

L1.28

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LEGEND

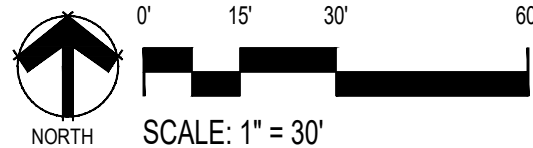
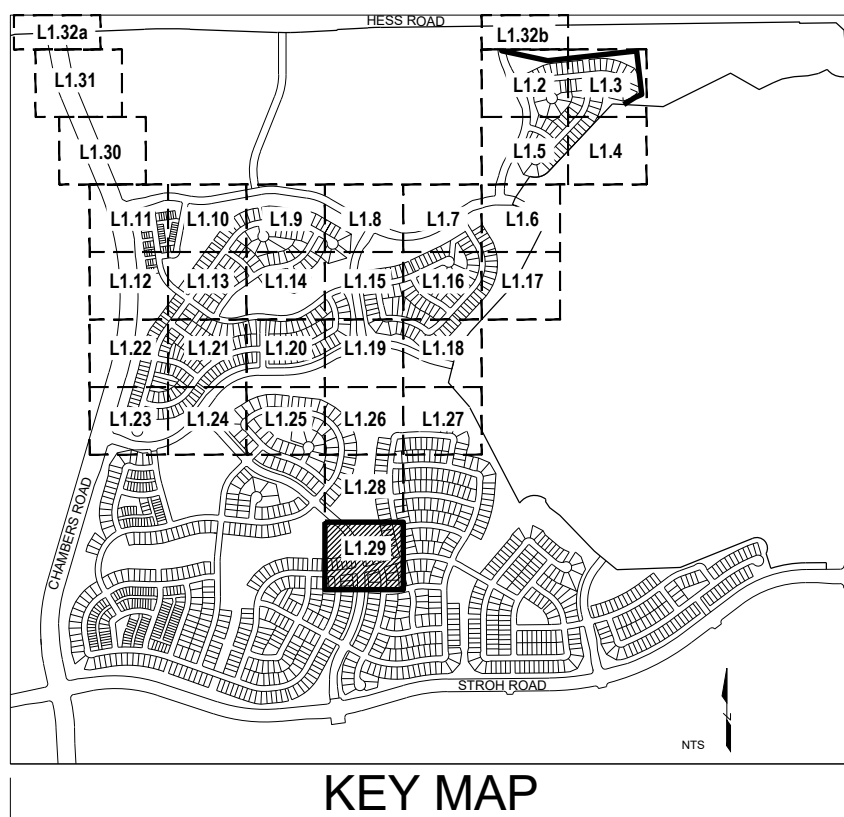
GROUND COVERS

GROUND COVERS	BOTANICAL NAME
	DETENTION SEED MIX
	FIBAR
	LOW WATER TURF MIX
	MULCH ROCK
	MULCH, ROCK - RIVER COBBLE
	PLAY SAND
	SOD - RTF WATER SAVER SOD OR EQUAL
	TEMPORARILY IRRIGATED NATIVE SEED MIX
	WOOD MULCH - SHREDDED CEDAR

	OPEN RAIL FENCE
	PRIVACY FENCE
	EXISTING TREES

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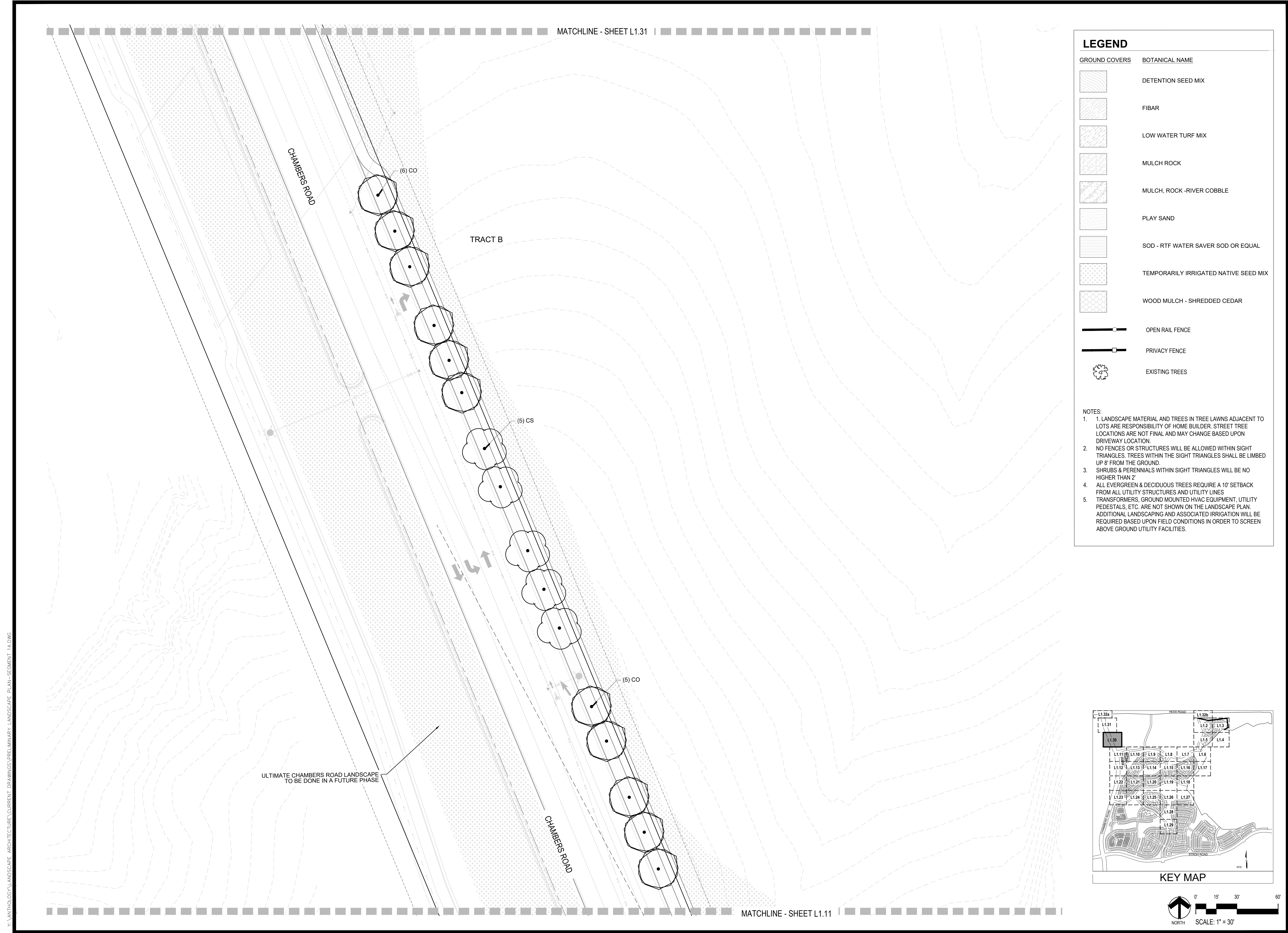
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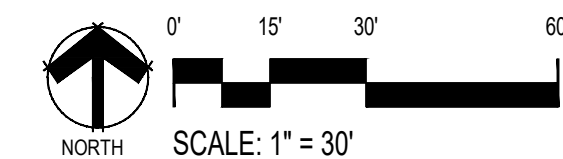
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L1.30

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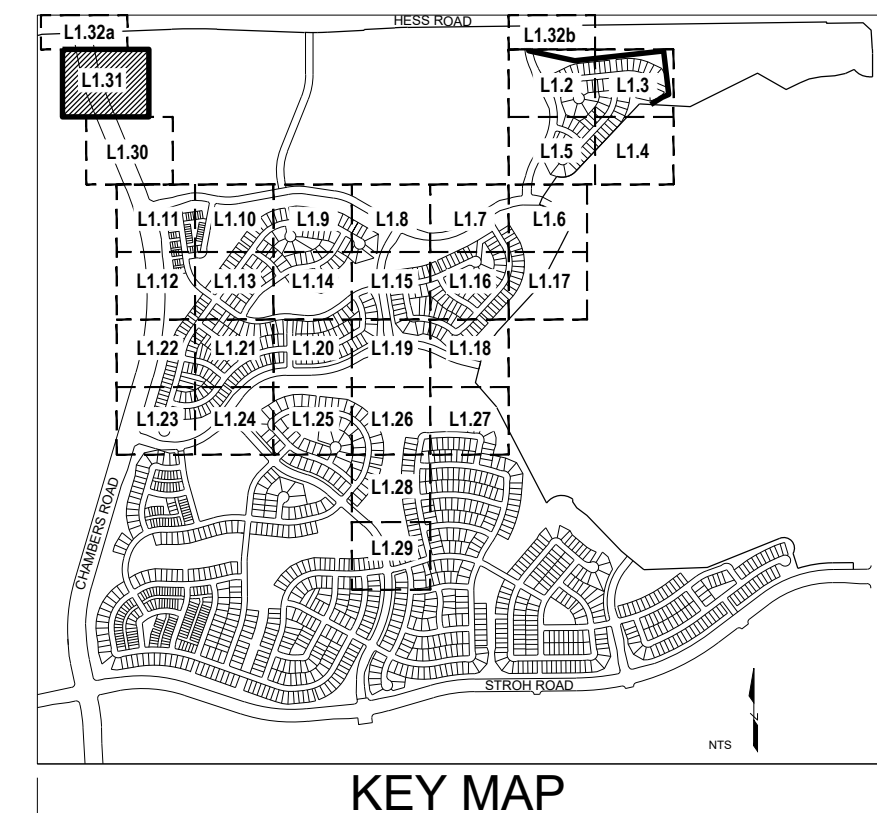
LEGEND

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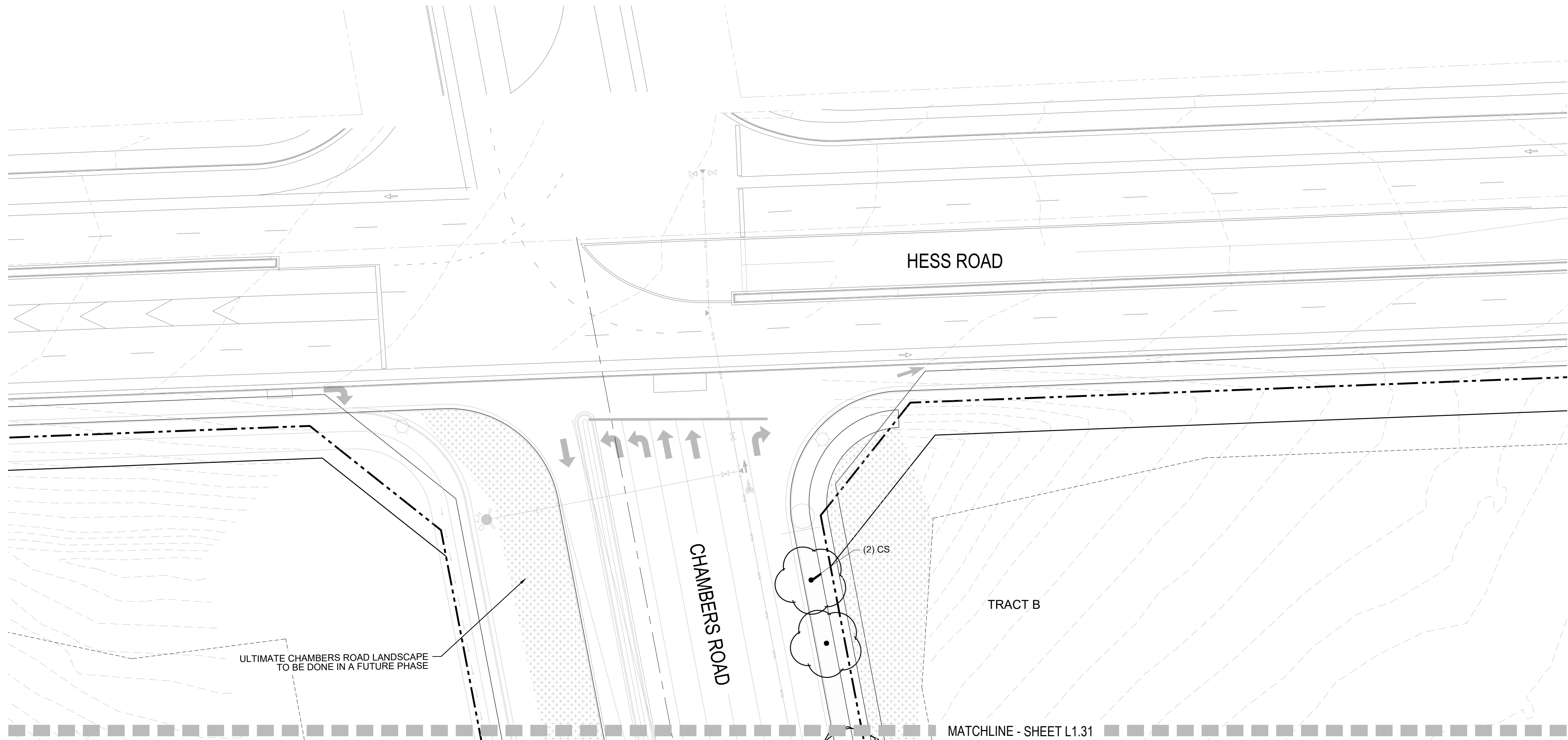
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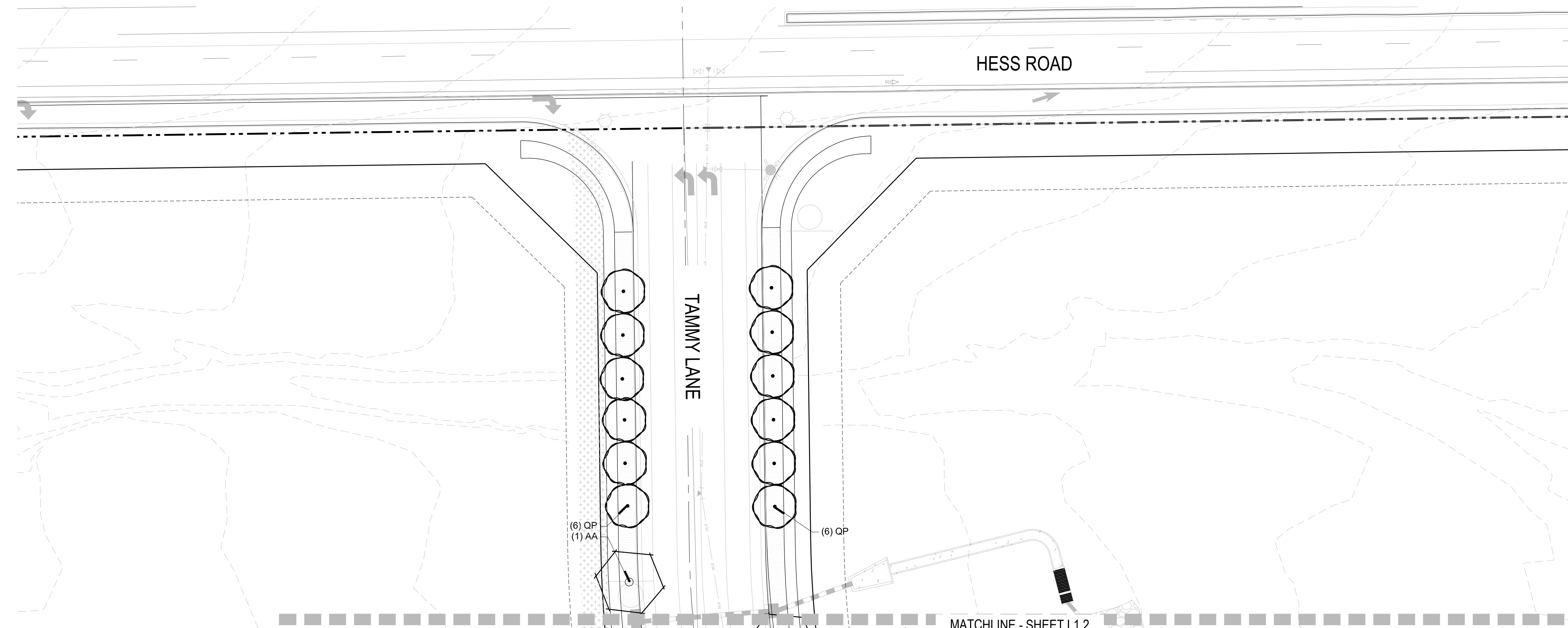
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L1.32 a



L1.32 b

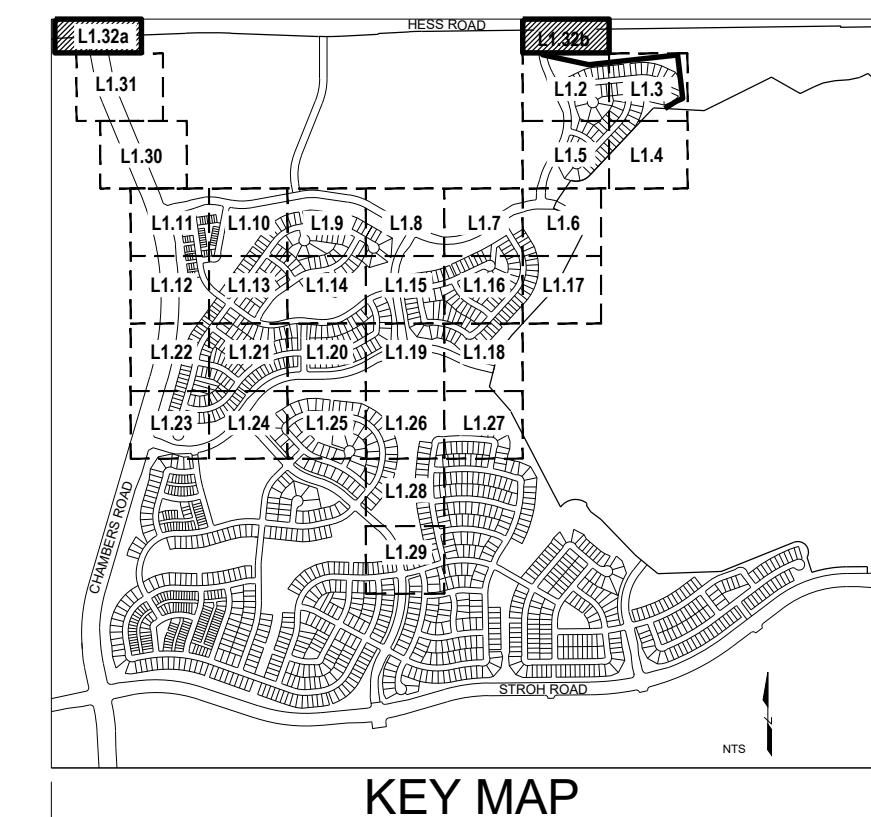
LEGEND

GROUND COVERS

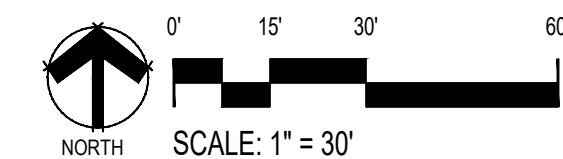
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KEY MAP



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CENTENNIAL, CO 80112

■ Land Planning ■



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LANDSCAPE PLAN

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L1.32

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS				
Neighborhood-Serving Park	J	L	Community-Serving Park	R
Category 1 - Gathering Spaces & Self-directed Group Activities				
Pick 1		Pick 1 from each subcategory		# of Additional Amenities
Gardens				
Arboreta/decorative garden, irrigated			Arboreta/decorative garden, irrigated	● +1
Community garden/raised garden, irrigated	●		Community garden/raised garden, irrigated	
Gathering and Social Space				
Amphitheater			Amphitheater	
Festival/event space			Festival/event space	
Outdoor nature classroom			Outdoor nature classroom	●
Outdoor performance space/stage		●	Outdoor performance space/stage	
Programmable space (indoor or outdoor)	●	●	Programmable space (indoor or outdoor)	□
Seating and tables	□	□	Seating and tables	□
Shelter, small (5-10 users)	□	□	Shelter, small (5-10 users)	□
Shelter, medium (11-30 users)			Shelter, medium (11-30 users)	□
Shelter, large (31-100 users)			Shelter, large (31-100 users)	*
Shelter, pavilion (more than 100 users)			Shelter, pavilion (more than 100 users)	
Interpretive and Placemaking				
Interactive, functional, or visual art			Interactive, functional, or visual art	
Interpretive signage or elements		●	Interpretive signage or elements	
Site design theme			Site design theme	●
Outdoor Specialized				
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	●	●	Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	●
Bike park, skills area, or pump track			Bike park, skills area, or pump track (Trike track)	●
Climbing spire or wall			Climbing spire or wall	
Disc golf course			Disc golf course	
Dog off-leash area (fenced)			Dog off-leash area (fenced)	
Horseshoe pit			Horseshoe pit	
Skate park			Skate park	
Category 2 - Active Uses				
Pick 2, but only 1 may be from Paths, Trails.		Pick as shown below for each subcategory		
Paths, Trails, and Trailheads		Pick 1 per acre		
Greenway connection or trailhead			Greenway connection or trail head	● +3
Hard-surfaced multi-use trail			Hard-surfaced multi-use trail	●
Internal access pathway	□	□	Internal access pathway	□
Loop path (with mileage markers)			Loop path (with mileage markers)	□
Soft-surface jogging/hiking trail			Soft-surface jogging/hiking trail	●
Soft-surface equestrian or bike trail			Soft-surface equestrian or bike trail	●
Play Space and Equipment		Pick 1 per acre from this section, or substitute 1 additional amenity from the Sports and Fitness section below		
Climbing structure or boulders	●	●	Climbing structure or boulders	● +3

* PER DISCUSSIONS WITH TOWN STAFF ,CREDIT WILL BE GIVEN TO 1 MEDIUM SHELTER AND 2 SMALL SHELTERS THAT WILL SATISFY A MIN. OF 31 USERS.

** WE ARE REQUIRED TO HAVE 1 COURT. CREDIT TOWARDS THE 1 PER ACRE FOR THE ADDITIONAL PICKLE BALL COURT AND 2 BOCCÉ COURTS.

- =Required Amenity
● =Additional Items/Compatible/May be Compatible

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS					
Neighborhood-Serving Park	J	L	Community-Serving Park	R	# of Additional Amenities
Nature play features	●	●	Nature play features	●	+3
Open turf play area	□	□	Open turf play area	□	
Playground, small-scale		●	Playground, small-scale	●	
Play area, large destination-scale			Play area, large destination-scale	□	
Thematic play features			Thematic play features	●	
Universal and inclusive play elements	□	□	Universal and inclusive play elements	□	
Zip line			Zip line		
Sports and Fitness		Pick 1 per acre [or 2 per acre if no Play Space and Equipment Amenity is provided]			
Artificial turf field, multi-purpose			Artificial turf field, multi-purpose	●	
Ball field (baseball, softball, or multi-use)			Ball field (baseball, softball, or multi-use)	□	
Field with lighting			Field with lighting		
Outdoor fitness equipment		●	Outdoor fitness equipment		
Specialty sport field or stadium			Specialty sport field or stadium		
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)			Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	**□	+3
Tournament sports court or multi-court complex			Tournament sports court or multi-court complex		
Category 3- Support Amenities					
Pick 1 per acre					
Support Amenities					
Barbecues, single or dual with ash disposal	●	●	Barbecues, single or dual with ash disposal	□	+8
Bike rack and repair station			Bike rack and repair station	□	+5
Dog waste station	□	□	Dog waste station	□	+4
Drinking fountain			Drinking fountain	□	+2
Parking, off-street			Parking, off-street	●	
Parking, on street	●	●	Parking, on street	●	
Restroom, portable (screened)			Restroom, portable (screened)		
Restroom, permanent (full or vault)			Restroom, permanent (full or vault)	□	
Signage (identification)	□	□	Signage (identification)	□	
Trash receptacles	□	□	Trash receptacles	□	+10
Category 4 - Specialized Facilities					
Optional		Pick 1 per acre			
Aquatics and Water Access					
Splash pad or water play feature			Splash pad or water play feature		
Swimming pool			Swimming pool	●	
Indoor Facilities					
Activity building/clubhouse			Activity building/clubhouse	●	
Environmental education center			Environmental education center		
Recreation center or fieldhouse			Recreation center or fieldhouse		

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS				
Neighborhood-Serving Park	J	L	Community-Serving Park	R
Required Amenities		Required Amenities		
1. Landscaping shall be provided for all impervious areas not used for other amenities.	□	□	1. Landscaping shall be provided for all impervious areas not used for other amenities.	□
2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.	□	□	2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.	□
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	□	□	3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	□
4. Open turf play areas shall be provided at sizes appropriate for the scale of the park.	□	□	4. Open turf play areas shall be provided at sizes appropriate for the scale of the park.	□
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	□	□	5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	□
6. Dog waste stations shall be provided in a quantity appropriate for the scale of the park.	□	□	6. Dog waste stations shall be provided in a quantity appropriate for the scale of the park.	□
7. Trash receptacles shall be provided in a quantity appropriate for the scale of the park and the other amenities provided.	□	□	7. Trash receptacles shall be provided in a quantity appropriate for the scale of the park and the other amenities provided.	□
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	□	□	8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	□
NOTE: PER THE TOWN OF PARKER STAFF APPROVAL, THE COMMUNITY PARK WILL BE SATISFIED WITH 1 MEDIUM SHELTER AND 2 SMALL SHELTERS THAT CAN OCCUPY A MIN OF 42 USERS AT ONE TIME.		9. All community-serving parks shall provide:		
Not applicable to Neighborhood Serving Parks		A) A large shelter serving a capacity of between thirty-one (31) and one hundred (100) users.		□
		b) A loop path with mileage markers.		□
		c) A large destination-scale play area.		□
		d) Programmed space.		□
		e) Drinking fountains in a quantity appropriate for the scale of the park.		□
		f) A diamond or rectangular ball field.		□
		g) A minimum of two (2) sport courts.		□
		h) A bicycle rack and bicycle repair station.		□
		i) Permanent restrooms, either vault or full, in a quantity appropriate for the scale of the park.		□
		j) Barbecues, single or dual with ash disposal.		□
k) Off-street parking		□		

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■ Sheet Name ■
COMMUNITY PARK
AMENITY PLAN

■ Sheet Number ■

L2.0

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- NATURAL PLAY FEATURES (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- CORNHOLE (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 4 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH (C)
- SOFT SURFACE TRAIL (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)
- COMMUNITY GARDEN (C)

OUTDOOR SPECIALIZED FACILITIES

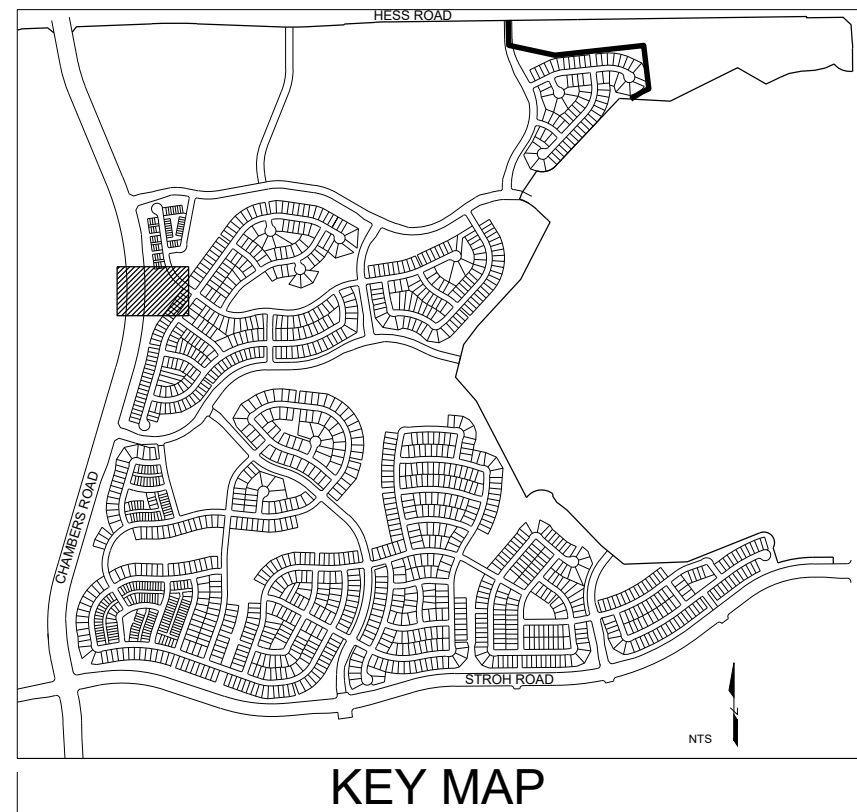
- CORNHOLE

SUPPORT AMENITIES

- SHELTER (INCLUDED ABOVE) (R)
- PARK SIGNAGE (R)
- TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- INTERACTIVE DRAINAGE WITH BOULDERS AND ENHANCED PLANTINGS



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PARK #1
AMENITY PLAN

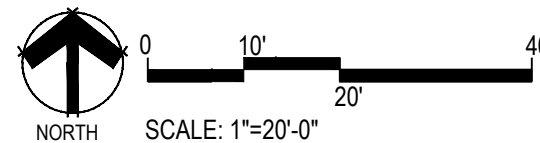
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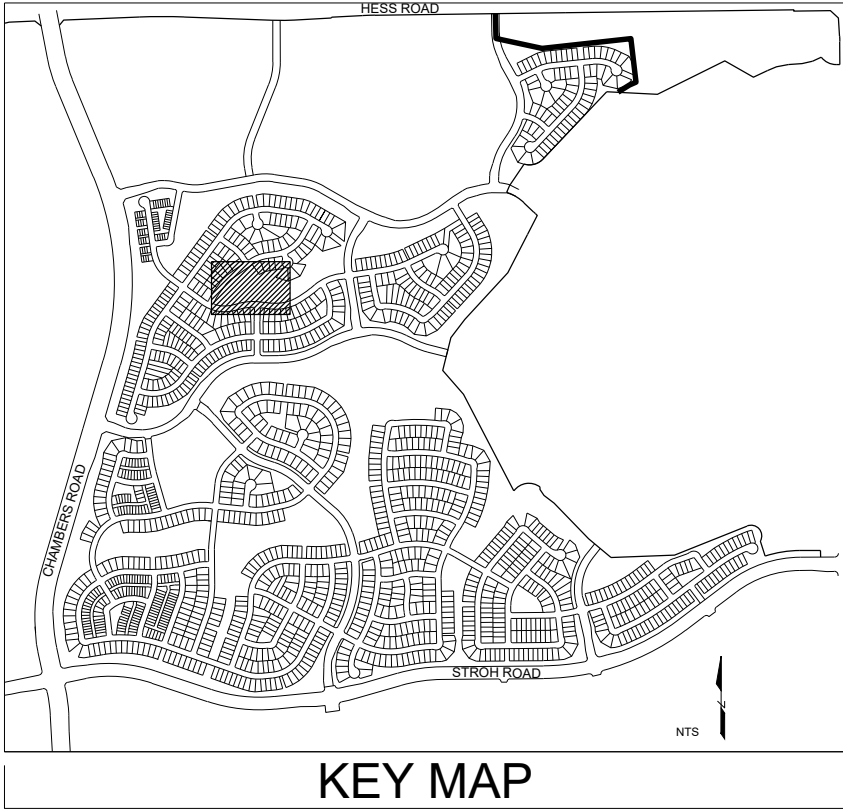
L2.1

PARK #1 AMENITIES PLAN

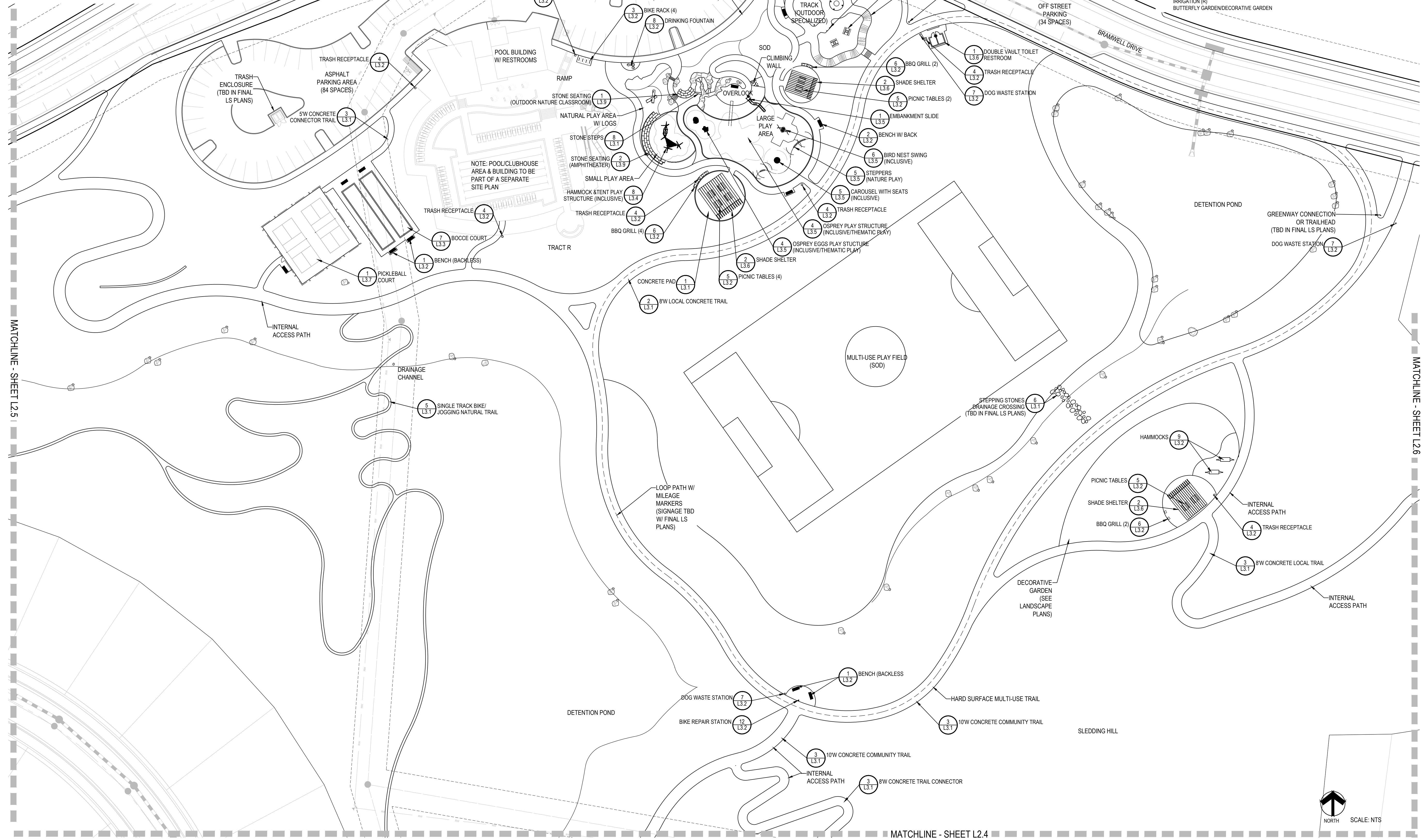
NOTES:

- LAYOUT AND AMENITIES ARE CONCEPTUAL AND MAY CHANGE DURING FINAL PLANS BASED ON GRADING AND OTHER CONSTRAINTS. WE WILL WORK WITH THE TOWN TO INSURE THAT PARK DEVELOPMENT REQUIREMENTS WILL STILL BE MET.
- DETAILS FOR ALL AMENITIES ARE CONCEPTUAL AND MAY CHANGE. FINAL DETAILS WILL BE SHOWN FOR ALL AMENITIES AND LAYOUTS FOR THE FINAL PLANS.
- A LAYOUT AND GRADING PLAN WILL BE INCLUDED FOR THE FINAL PLANS.
- GRADED OPEN SPACE TRACTS SHALL BE RE-SEEDED AND RETURNED TO THEIR NATURAL STATE.





L2.2



- PARK DEVELOPMENT REQUIREMENTS**
- SIZE: 31.36 ACRES
- PLAY SPACE AND EQUIPMENT
- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
 - NATURAL PLAY FEATURES (C)
 - UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)
 - LARGE DESTINATION PLAY AREA (R)
- SPORTS & FITNESS
- BALL FIELD - RECTANGULAR (R)
 - BOCCIE BALL COURTS (SPORT COURT) (R)
 - PICKLE BALL COURTS (SPORT COURT) (R)
- GATHERING/SOCIAL SPACES
- MEDIUM SHADE SHELTER W/ 6 PICNIC TABLES (1 ADA TABLE & ELECTRICAL OUTLETS) (R)
 - 2 ADDITIONAL SMALL SHADE SHELTERS
 - PROGRAM SPACE (AMPHITHEATER) (R)
 - MULTIPLE SEATING & BENCH AREAS (R)
 - ADDITIONAL PICNIC TABLES (R)
 - OVERLOOKS (C)
- PATHS, TRAILS, & TRAILHEADS
- INTERNAL ACCESS PATHWAY (R)
 - LOOP PATH WITH MILE MARKERS (C)
 - SOFT SURFACE TRAILS (C)
- GARDENS & LANDSCAPING
- LANDSCAPING (R)
 - IRRIGATION (R)
 - BUTTERFLY GARDEN/DECORATIVE GARDEN
- OUTDOOR SPECIALIZED FACILITIES
- CORNHOLE
 - AQUATICS & WATER ACCESS
 - SWIMMING POOL
- INDOOR FACILITIES
- CLUBHOUSE/CHANGING ROOMS
- INTERPRETIVE/PLACE MAKING ELEMENTS
- SITE DESIGN THEME/INTERPRETIVE SIGNAGE (R)
- SUPPORT AMENITIES
- ADDITIONAL SHADE CANOPY (R)
 - BIKE RACK & FIX STATIONS (R)
 - DRINKING FOUNTAIN (R)
 - PERMANENT VAULT RESTROOM (R)
 - PARK SIGNAGE (R)
 - TRASH RECEPTACLES (R)
 - DOG WASTE STATIONS (R)
 - ON STREET PARKING (C)
 - OFF STREET PARKING (C)
- OTHER ELEMENTS
- INTERACTIVE DRAINAGE
 - TRIKE TRACK
 - SLEDDING HILL

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CML
a Westwood team
10333 E. Dry Creek Rd. Suite 240
Englewood, CO 80112
Tel: 720.482.8952
www.cvlinc.net
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ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by: BEM
Checked by: JP
Submittal: 3.15.2020
Date: 8.10.2020

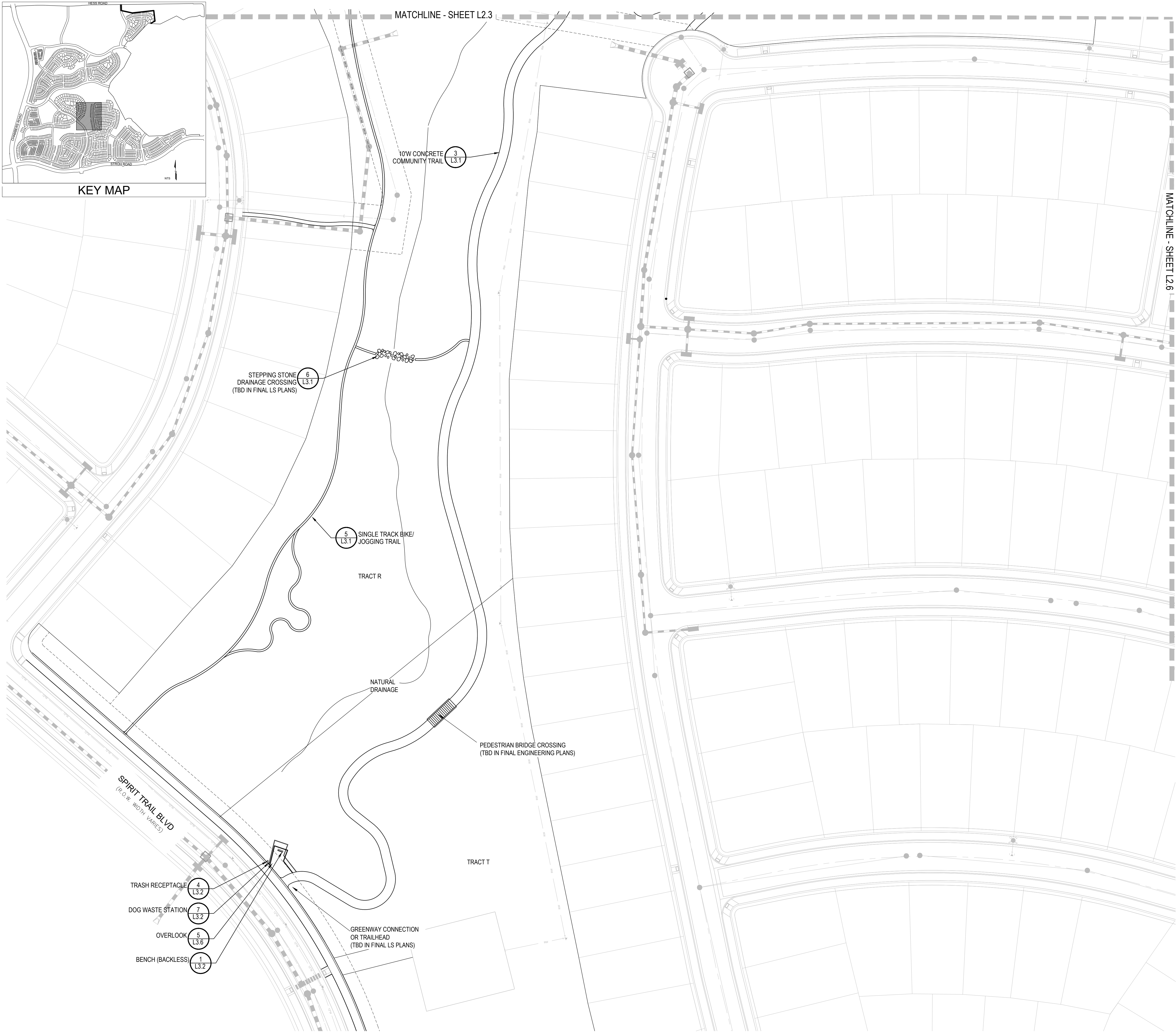
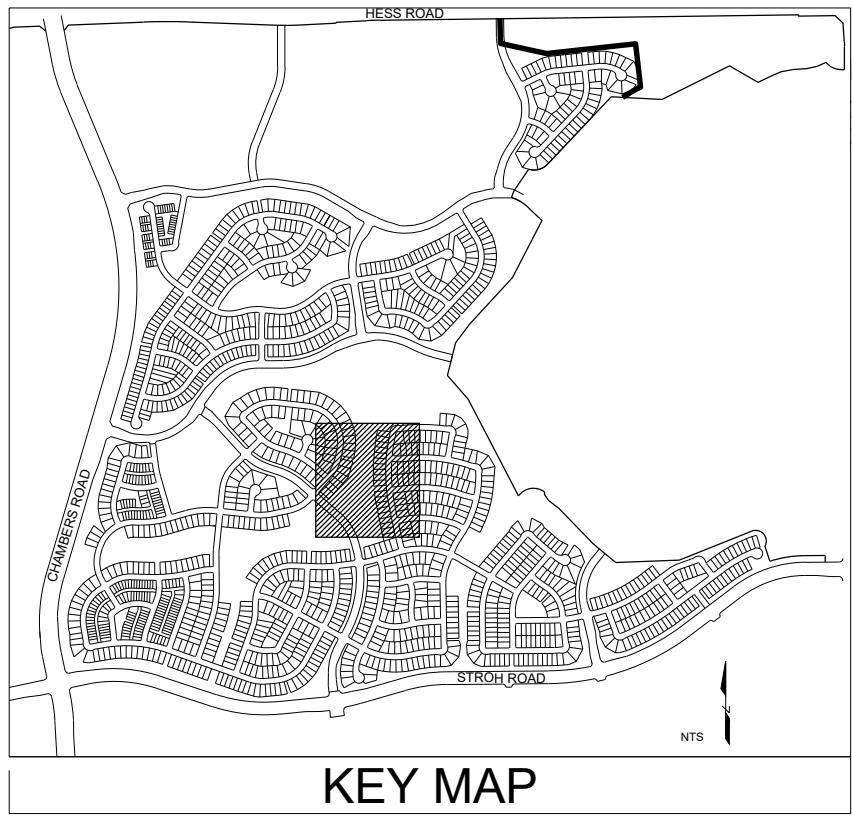
Know what's below.
Call before you dig.

811

12.18.2020
2.5.2021
3.17.2021
5.28.2021

■ Sheet Name ■
COMMUNITY PARK AMENITY PLAN

■ Sheet Number ■
L2.3



PARK DEVELOPMENT REQUIREMENTS
PART OF COMMUNITY PARK REQUIREMENTS
FROM SHEET L2.3



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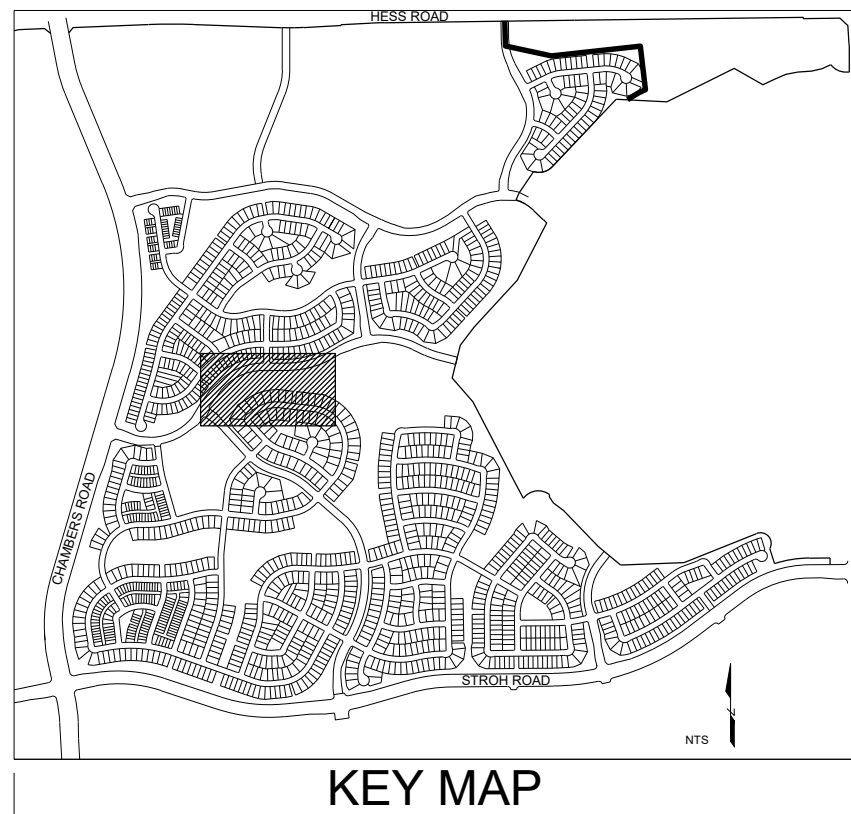
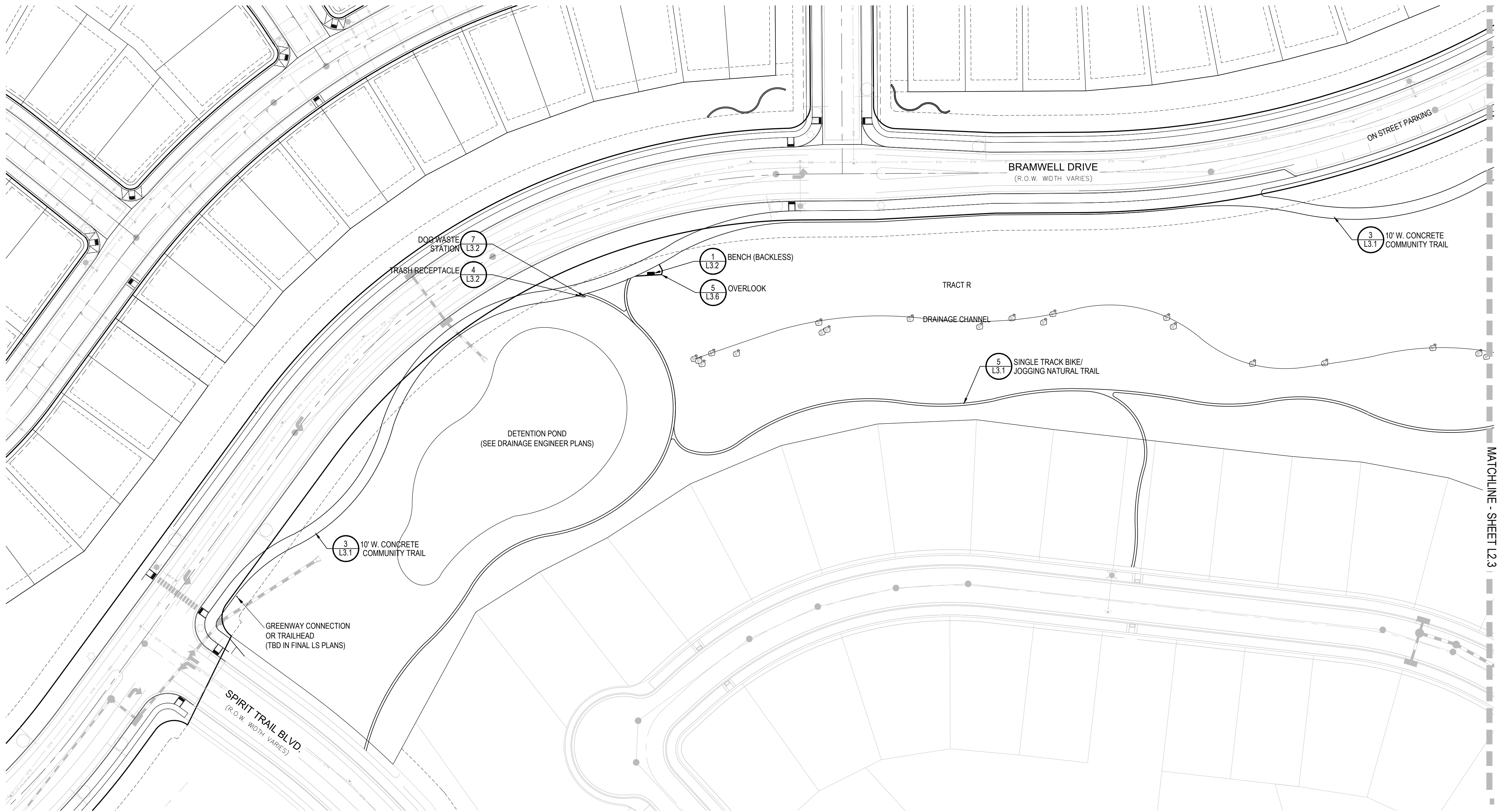
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Checked by:	JP
Submittal	3.15.2020
Date:	8.10.2020
Know what's below. Call before you dig.	12.18.2020
811	2.5.2021
	3.17.2021
	5.28.2021

■ Sheet Name ■

COMMUNITY PARK
AMENITY PLAN

■ Sheet Number ■

L2.4



PARK DEVELOPMENT REQUIREMENTS
PART OF COMMUNITY PARK REQUIREMENTS
FROM SHEET L2.3



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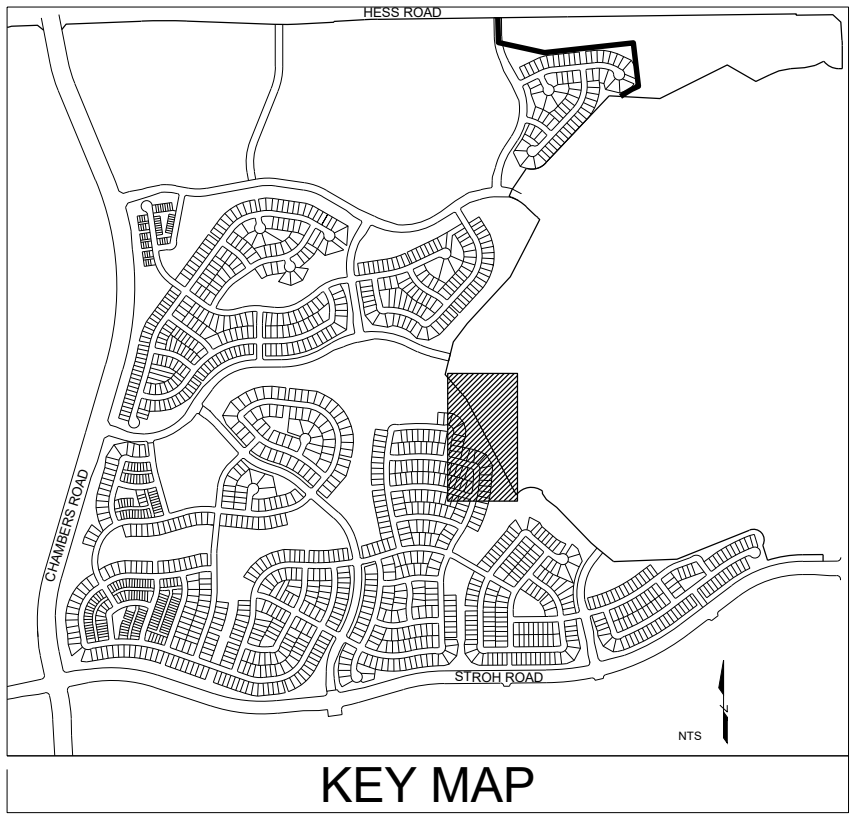
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8.10.2020
12.18.2020
2.5.2021
3.17.2021
5.28.2021

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COMMUNITY PARK
AMENITY PLAN

■ Sheet Number ■

L2.5



PARK DEVELOPMENT REQUIREMENTS
PART OF COMMUNITY PARK REQUIREMENTS
FROM SHEET L2.3



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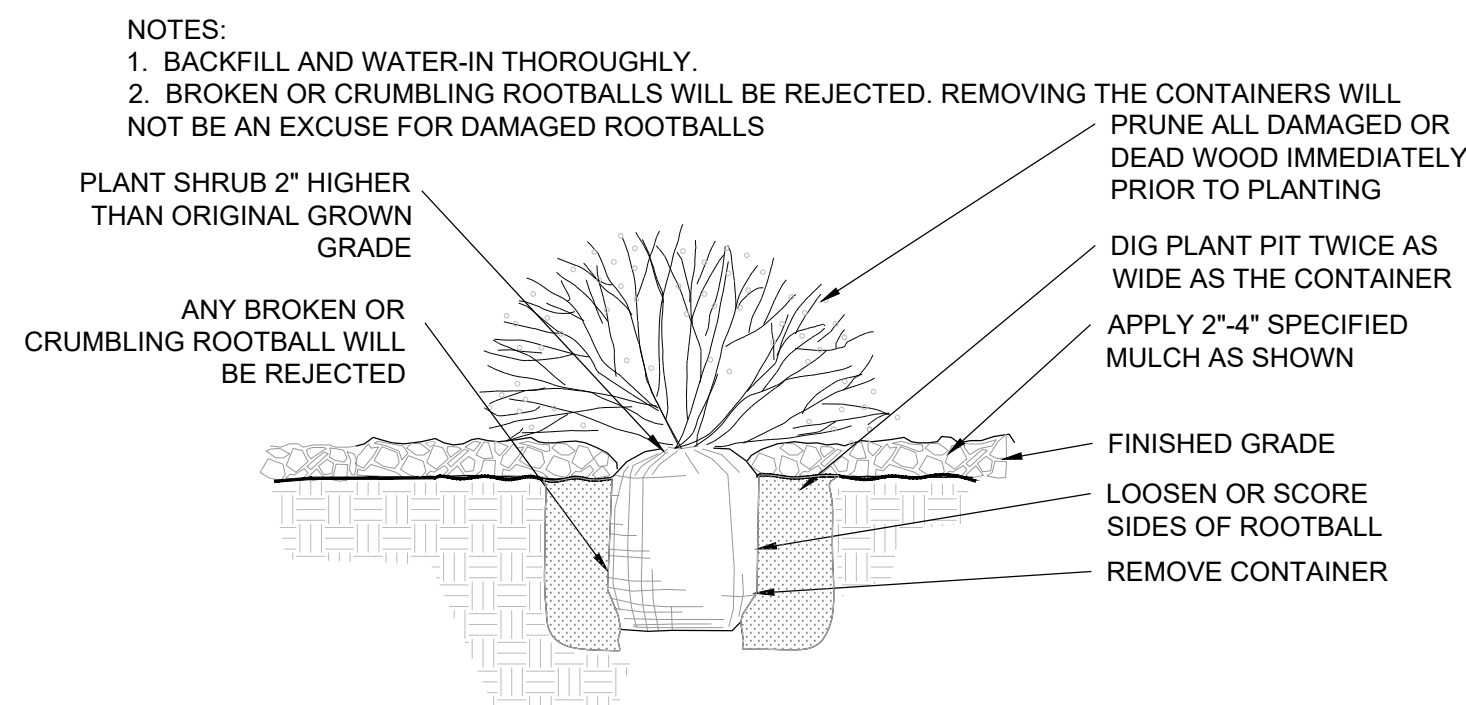
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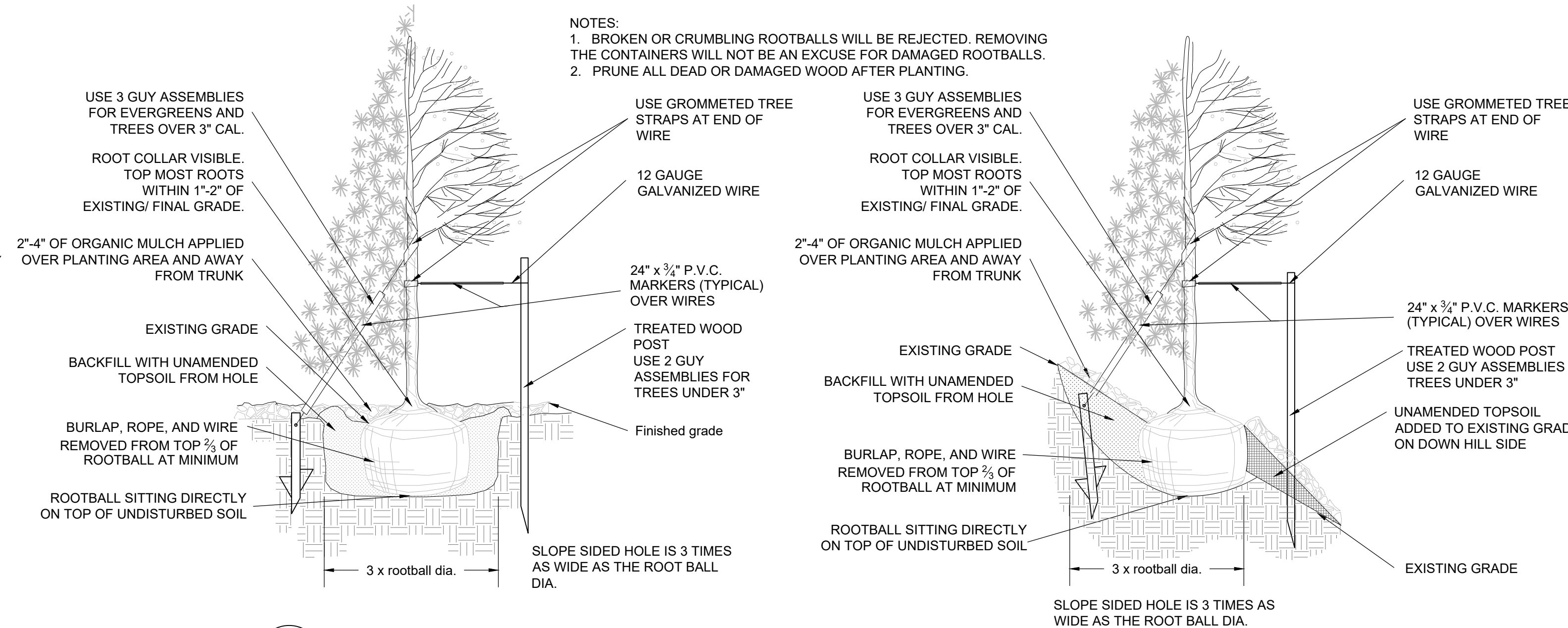
■ Sheet Name ■
COMMUNITY PARK
AMENITY PLAN

■ Sheet Number ■
L2.6

1 SHRUB PLANTING

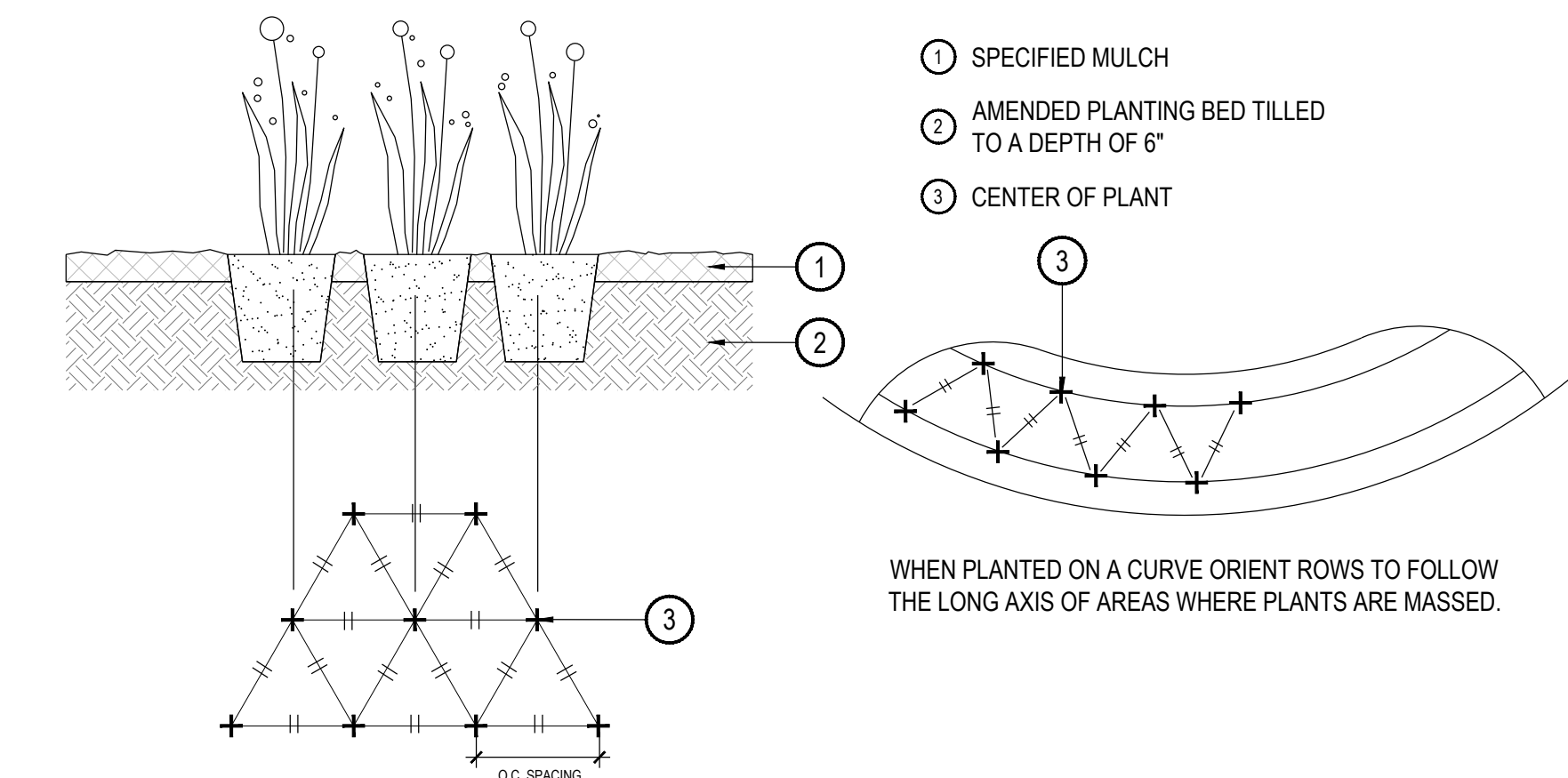


2 TREE PLANTING

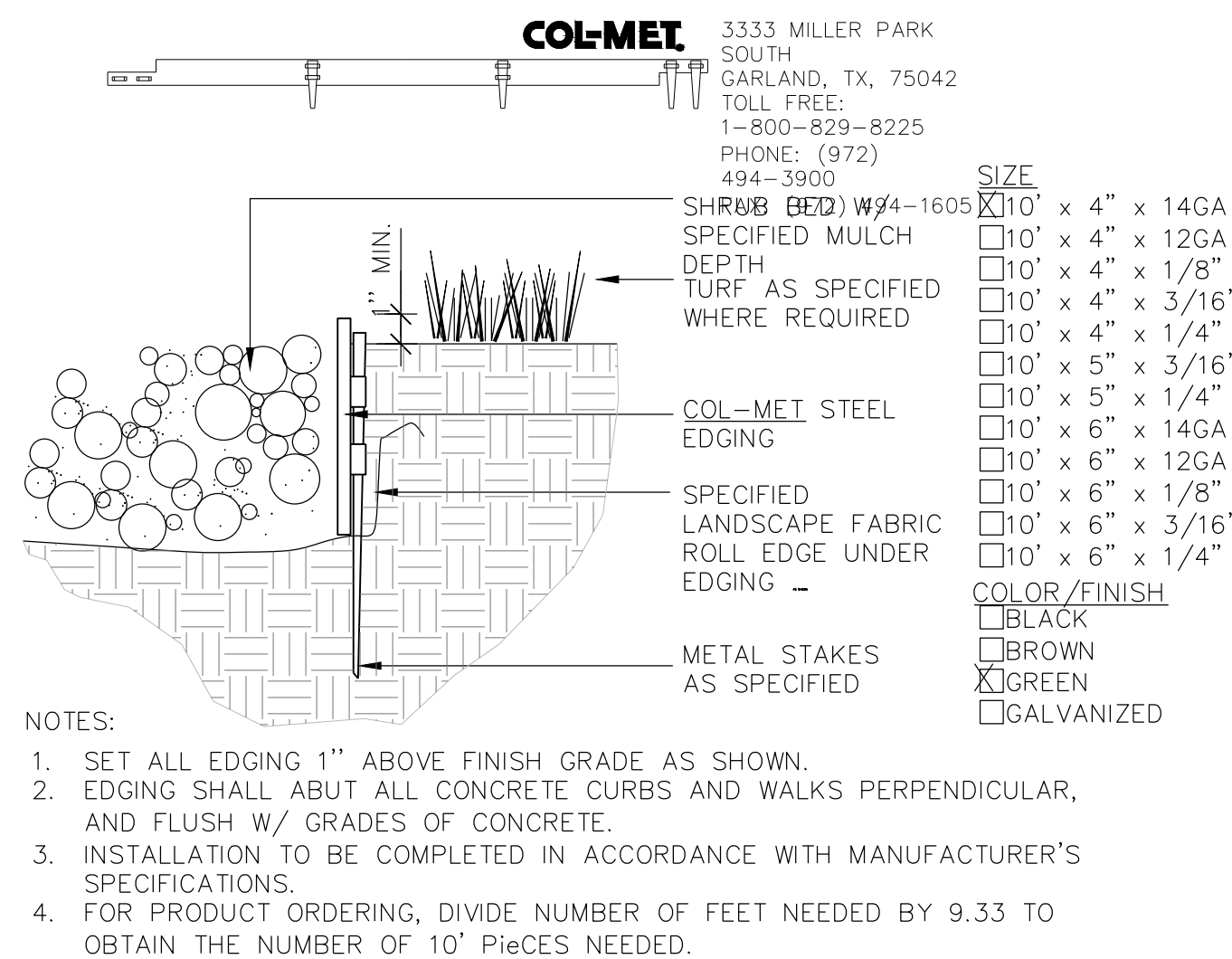


- NOTES:
1. ALL WORK TO BE DONE AT TIME OF PLANTING
 2. PEEL BACK ONLY TOP OF BURLAP REQUIRED TO PERFORM WORK. REPLACE BURLAP BEFORE MOVING TREE INTO PLANTING PIT. DO NOT REMOVE WIRE BASKET UNTIL INSIDE PLANTING PIT.
 3. MEASURE NEW HEIGHT OF ROOTBALL AND DIG PLANTING PIT SO FINAL TOP ROOTBALL GRADE IS 3\"/>

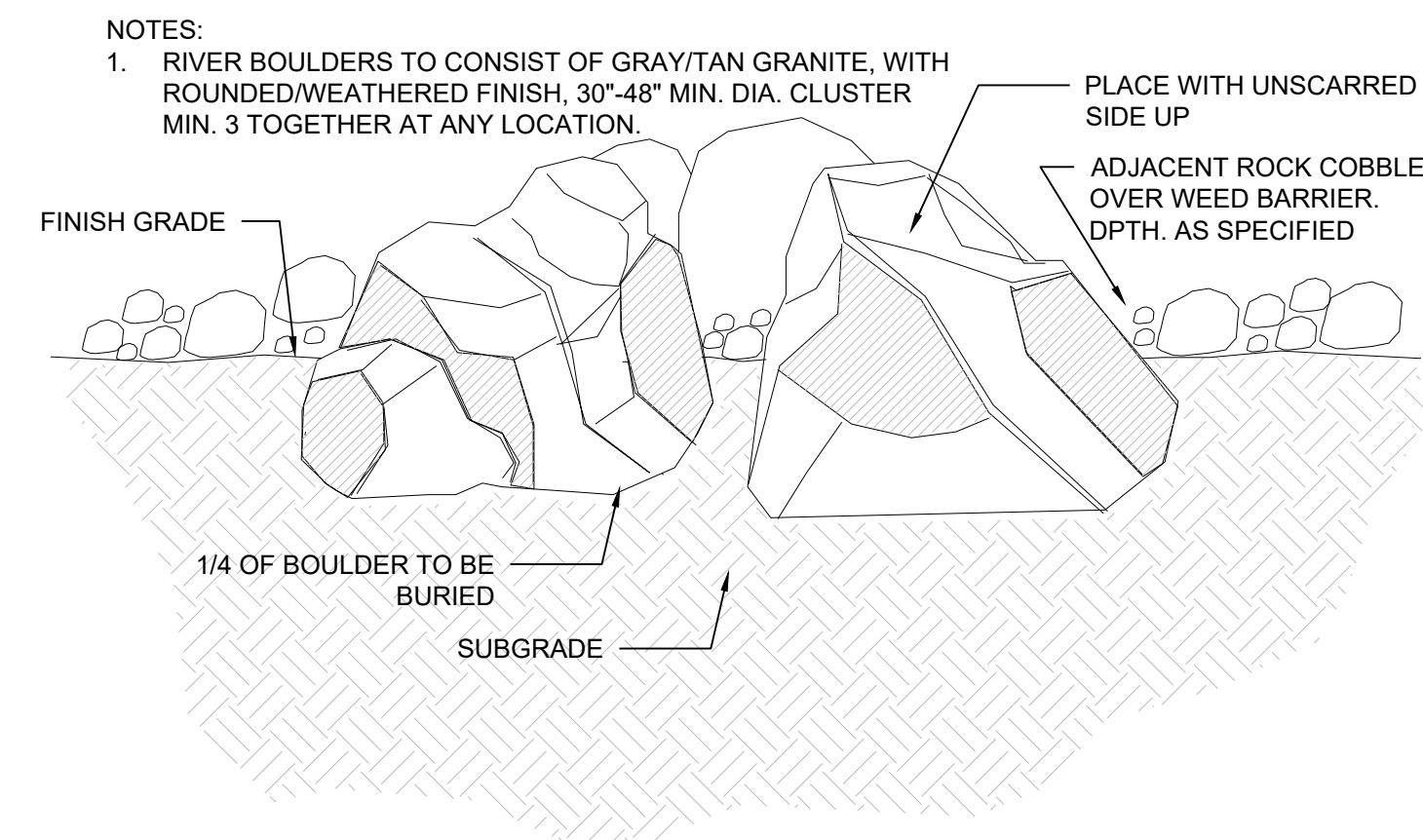
3 PERENNIAL / ORNAMENTAL GRASS PLANTING



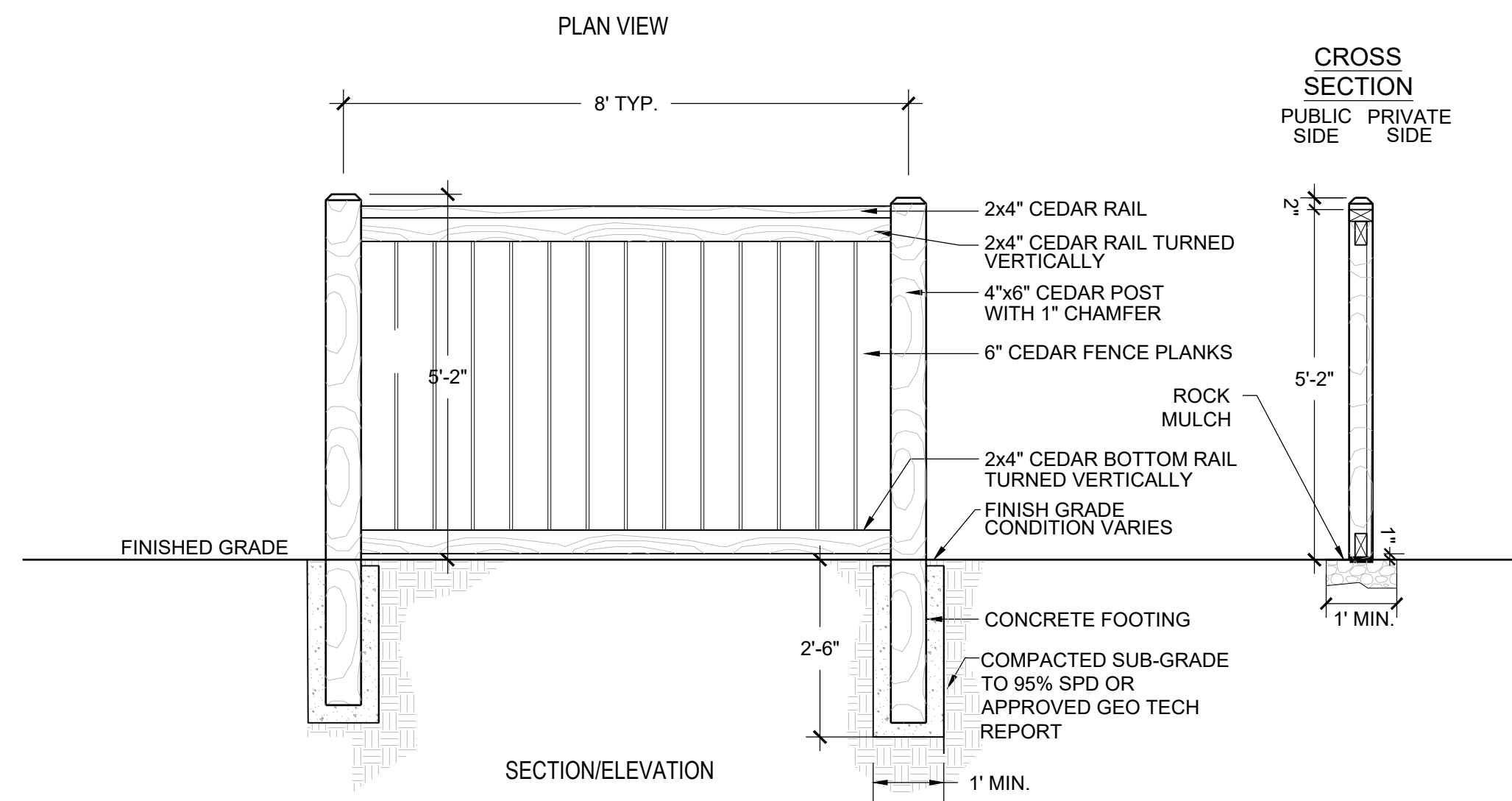
4 STEEL EDGER



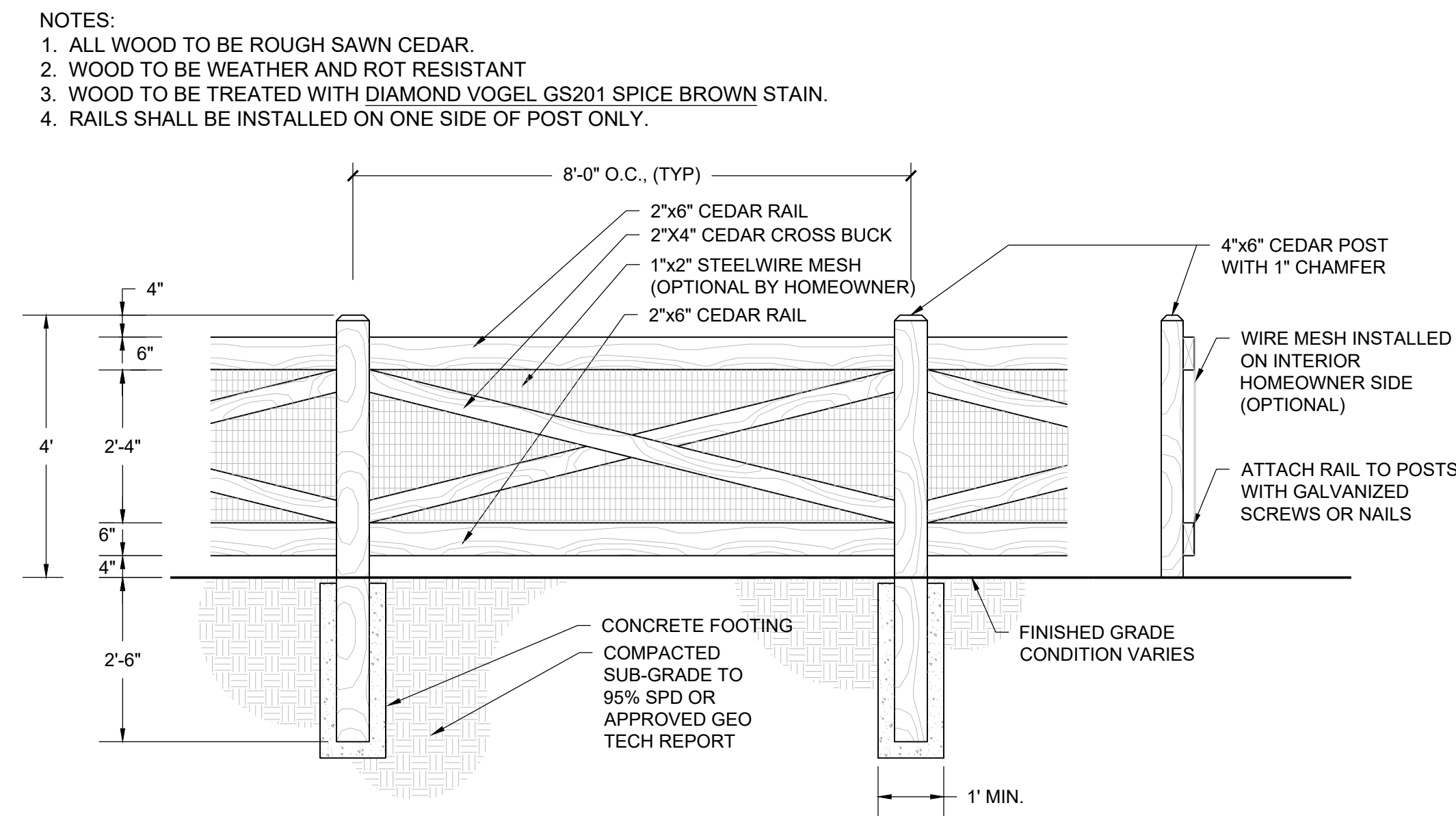
5 SPECIMEN LANDSCAPE BOULDER



6 PRIVACY FENCE



7 OPEN RAIL FENCE



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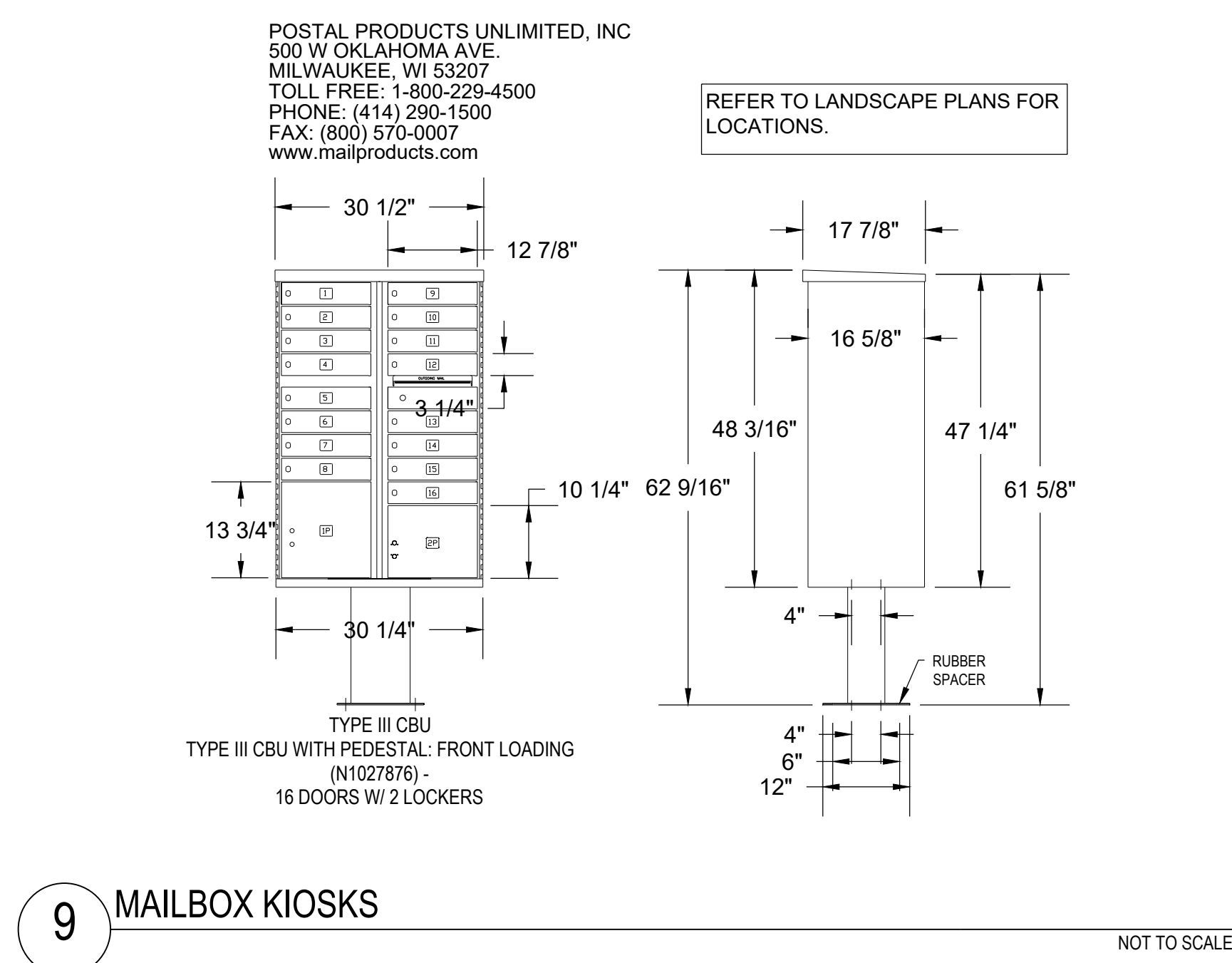
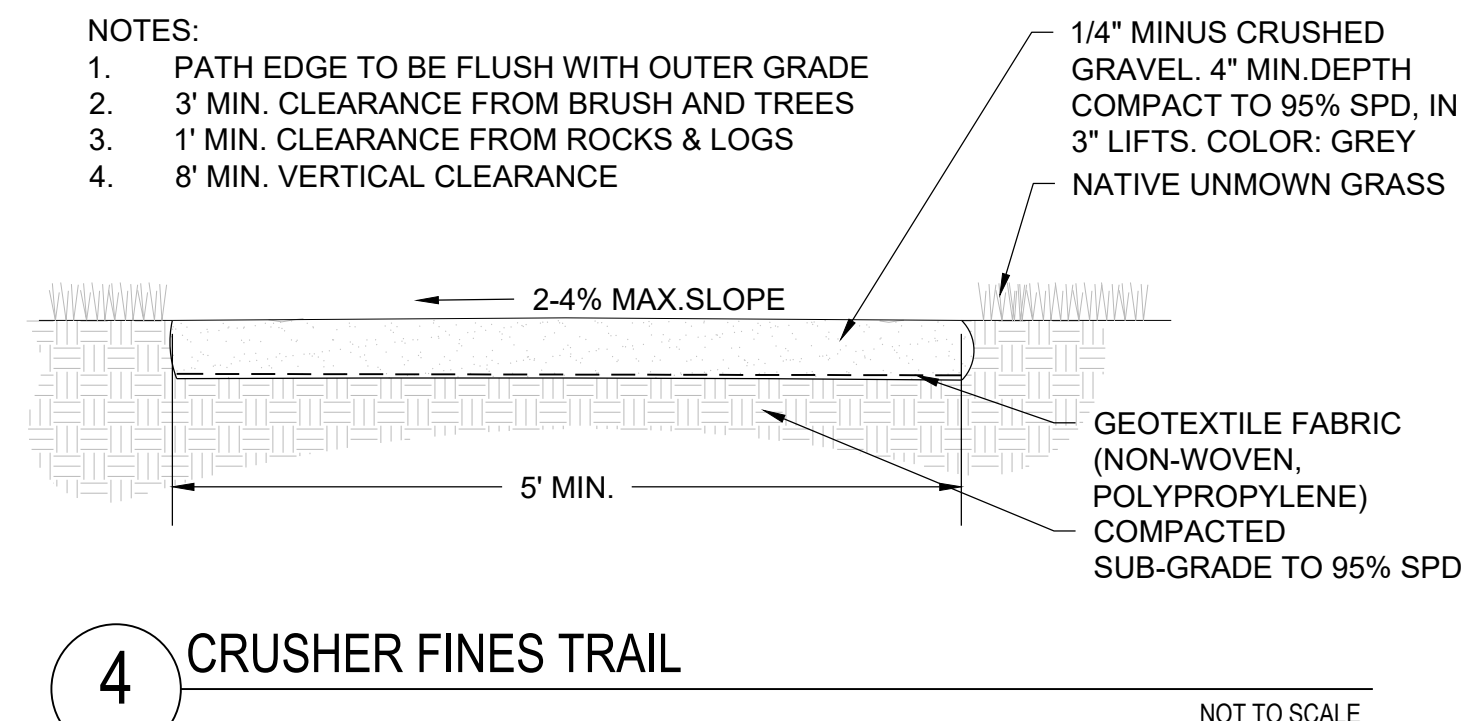
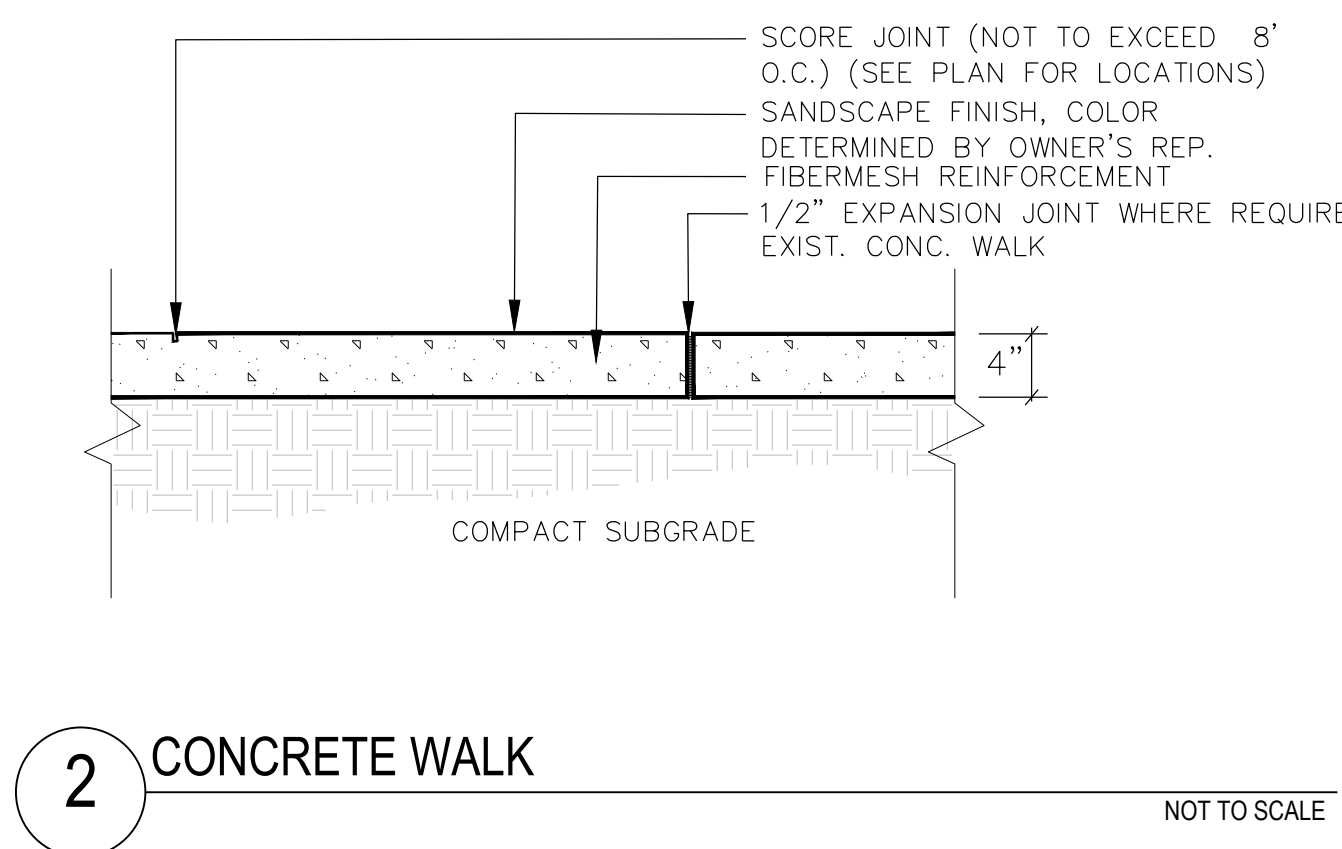
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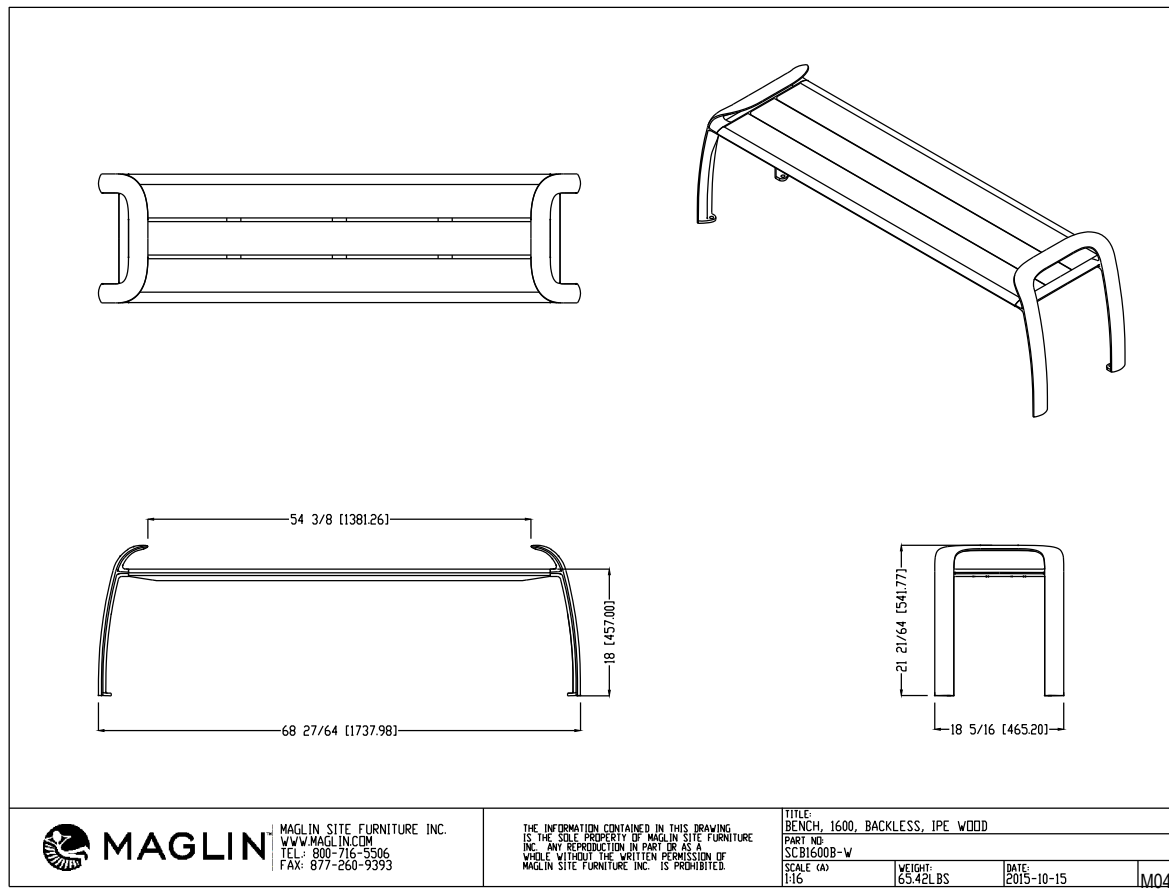
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■ Sheet Number ■
L3.0

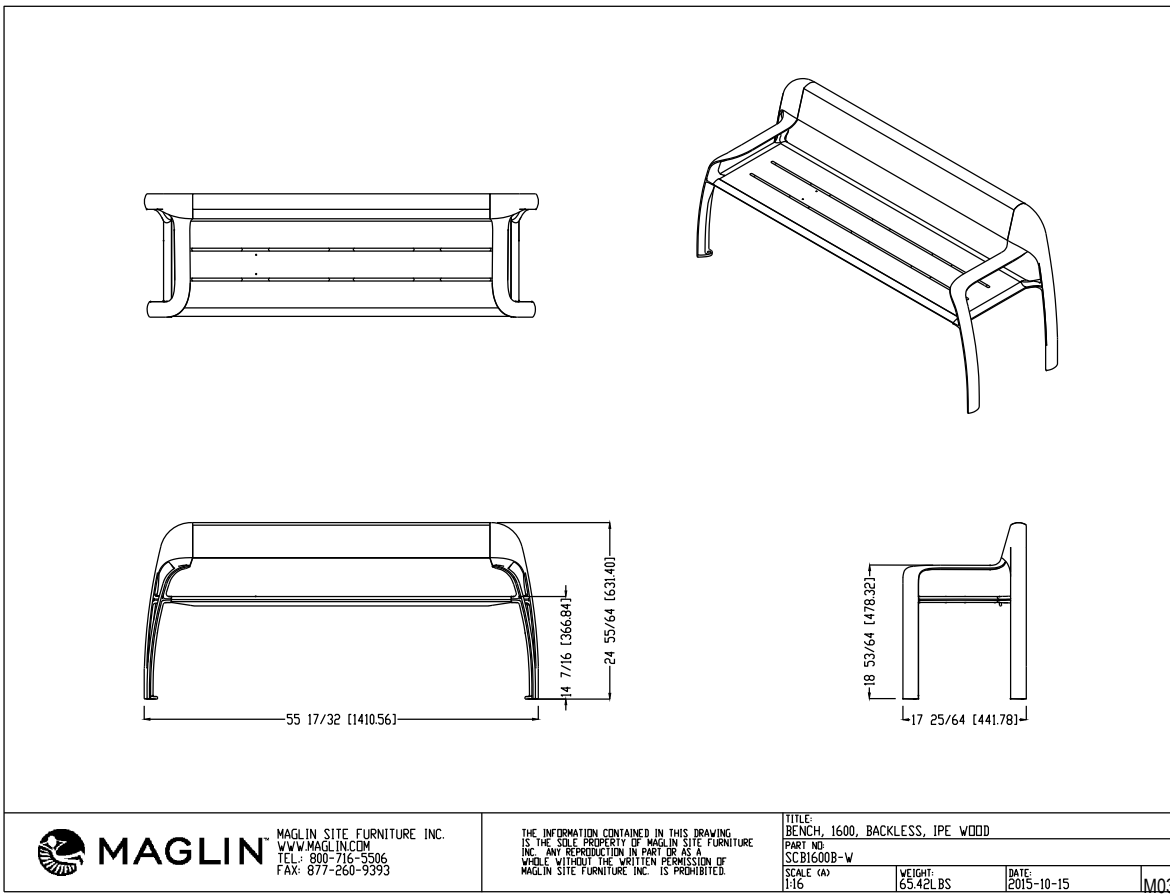


YANTHOLOGY LANDSCAPE ARCHITECTURE CURRENT DRAWINGS/ PRELIMINARY LANDSCAPE DETAILS- SEGMENT 1A.DWG
Monday, February 24, 2020



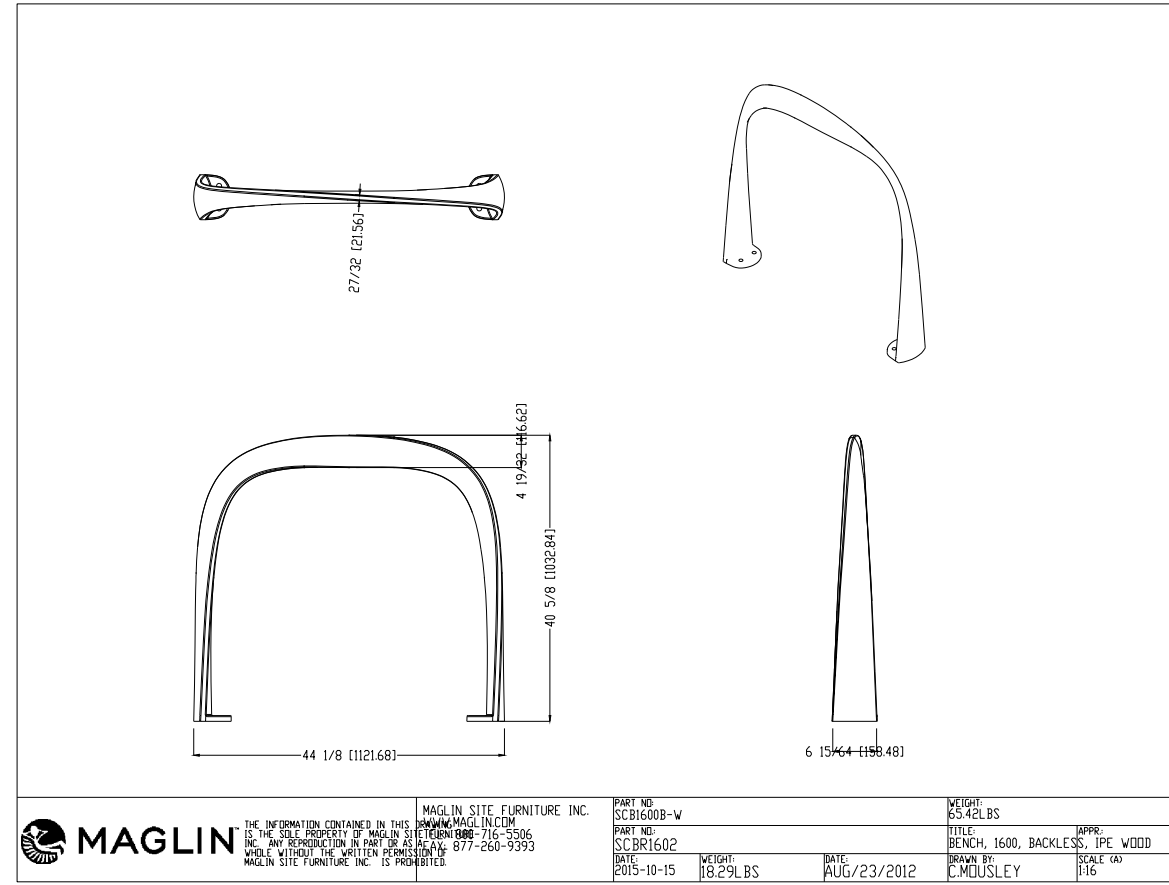
1 BENCH (BACKLESS)

NOT TO SCALE



2 BENCH WITH BACK

NOT TO SCALE



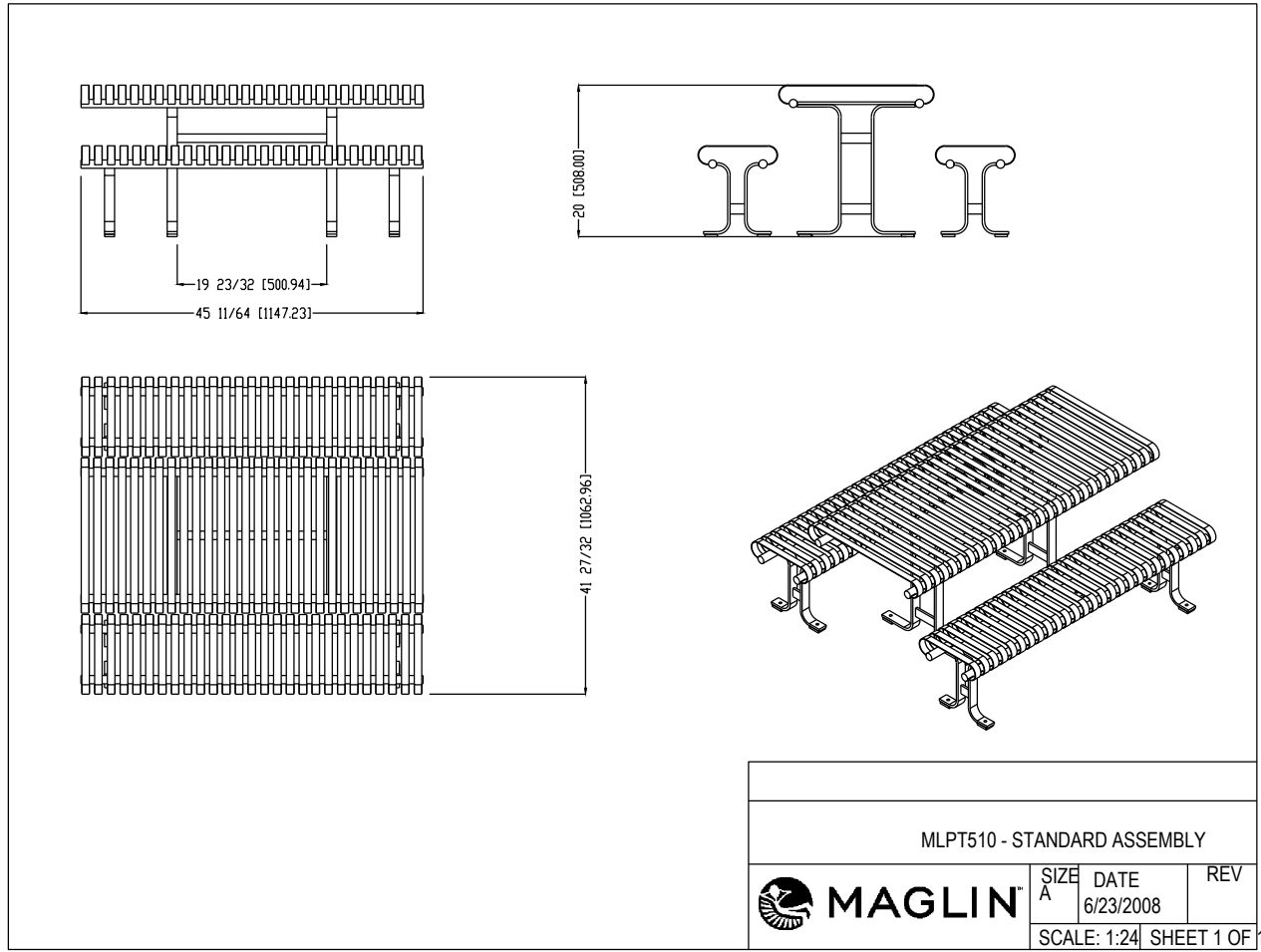
3 BIKE RACK

NOT TO SCALE



4 TRASH RECEPTACLE

NOT TO SCALE



5 PICNIC TABLE

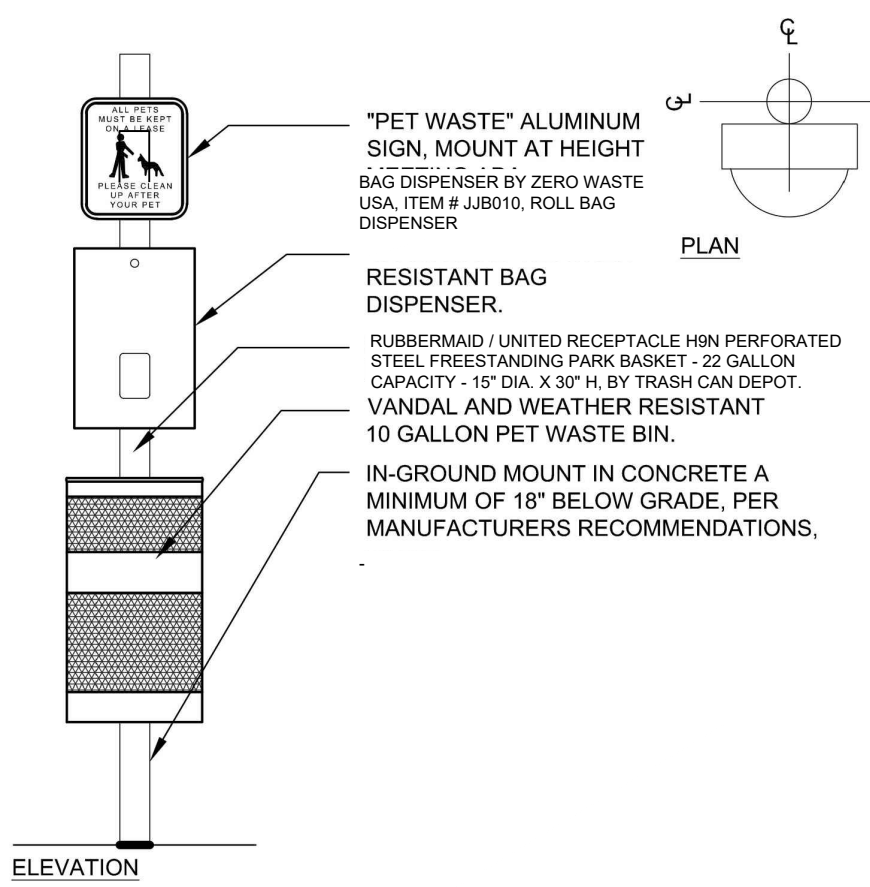
NOT TO SCALE



PATERSON-WILLIAMS ATHLETICS 15"x20" SINGLE GRILL
MODEL # 1140-00
CAPACITY - 15" DIA. X 30" H. BY TRASH CAN DEPOT.

6 GRILL

NOT TO SCALE



7 DOG WASTE STATION

NOT TO SCALE



MODEL: TUBULAR STEEL - LK4420DB
COLOR: BROWN
MANUFACTURER: ELKAY

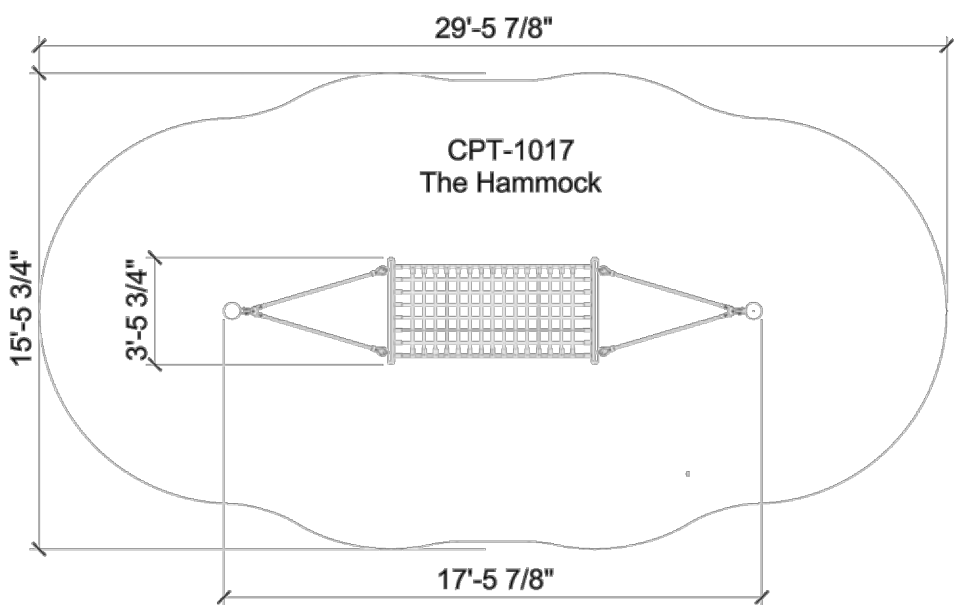
8 DRINKING FOUNTAIN

NOT TO SCALE

RATED FOR OUTDOOR SERVICE. NO POWER
REQUIRED. ADJUSTABLE STREAM.

SPECIFICATIONS

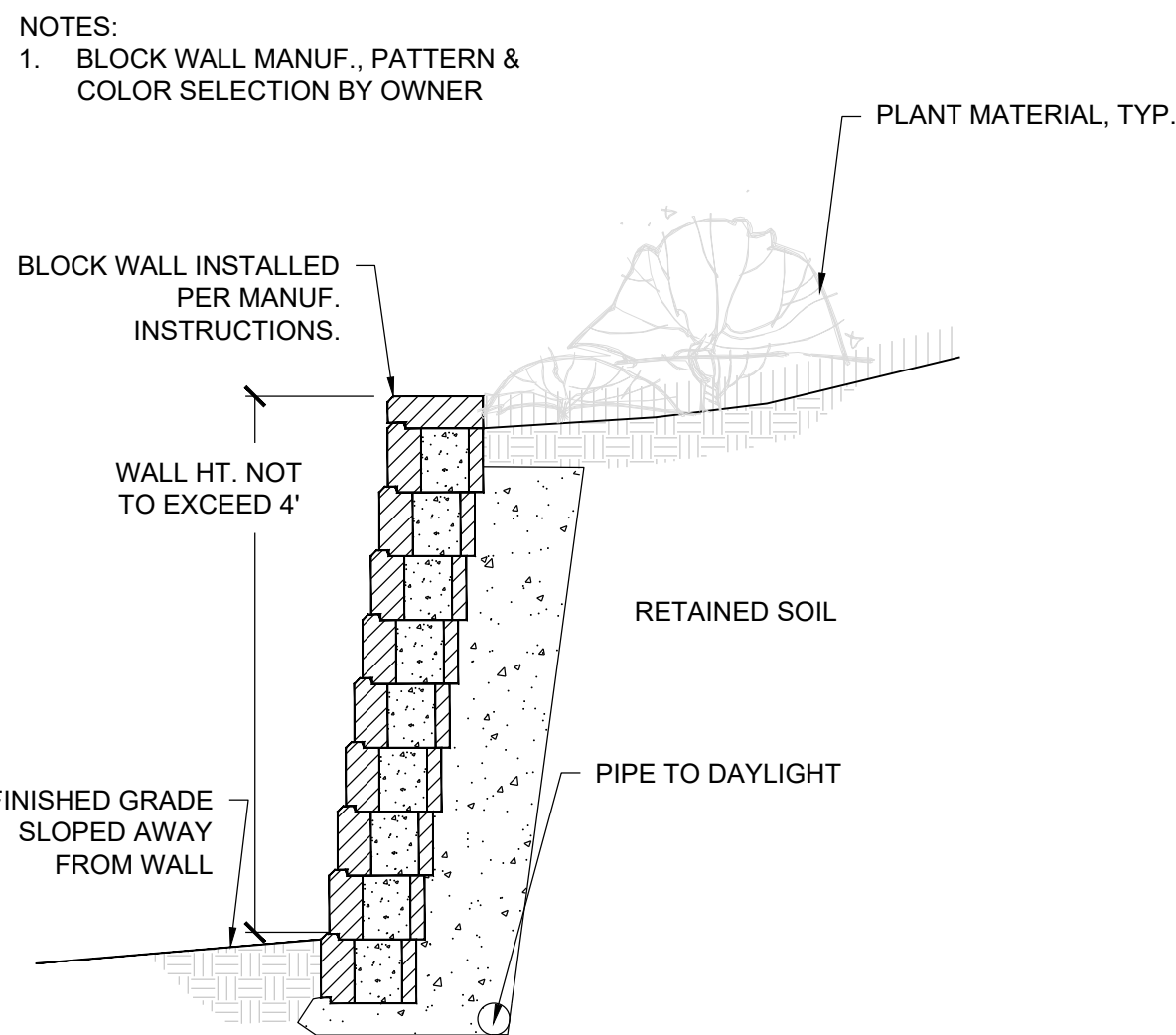
NUMBER OF STATIONS:
TWO (2) PLUS ONE (1) PET BOWL
MOUNT: FREE-STANDING FLOOR MOUNT BASIN:
STAINLESS STEEL
MOUNT: COLD ROLLED STEEL WITH
ANTI-CORROSION E-COAT IMMERSION FINISH IN
ONE OF 16 COLORS.
BUBBLER: VANDAL RESISTANT CHROME PLATED.
KEY-LOCK MOUNTED TO RESIST TWISTING OR
TAMPERING.
DIMENSIONS: 31" WIDE X 26" DEEP X 40-51 1/2"
TALL
PRODUCT COMPLIANCE: ADA
BUY AMERICAN ACT
ASME A112.19.3/CSA B45.4
CAN/CSA 22.2.120
NSF 372, NSF 61
UL 399
SHIPPING WEIGHT: 170 LBS



MODEL: THE HAMMOCK
ITEM NO: CPT-1017
MANUFACTURER: DYNAMO
METAL POWDERCOAT: CHARCOAL
ROPE COLOR: BLUE
CONTACT: RECREATION PLUS, LTD
PH: 303-278-1455

9 HAMMOCKS

NOT TO SCALE



10 ALLAN BLOCK RETAINING WALL

NOT TO SCALE



11 STONE BENCH

NOT TO SCALE



MODEL: DELUXE PUMP WORK STAND
#567-1002
MANUFACTURER: THE PARK
P: 866-293-8528

12 BIKE REPAIR STATION

NOT TO SCALE

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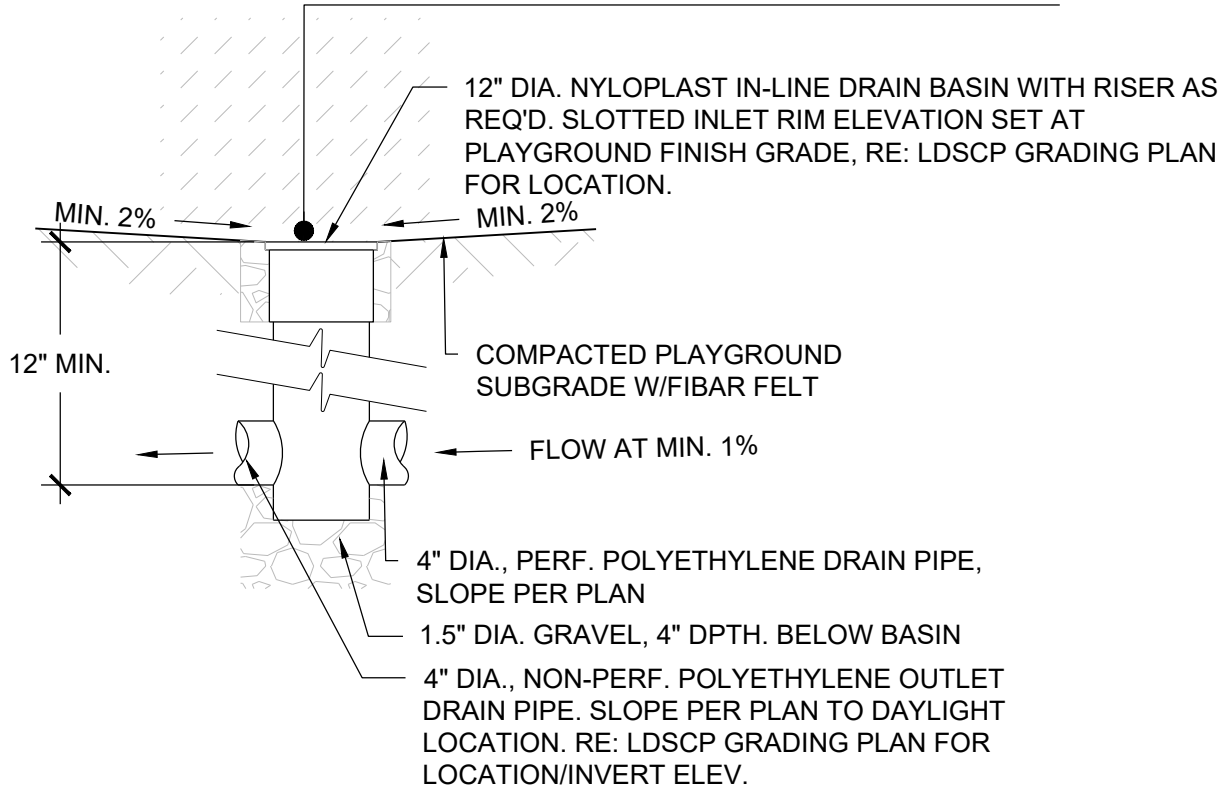
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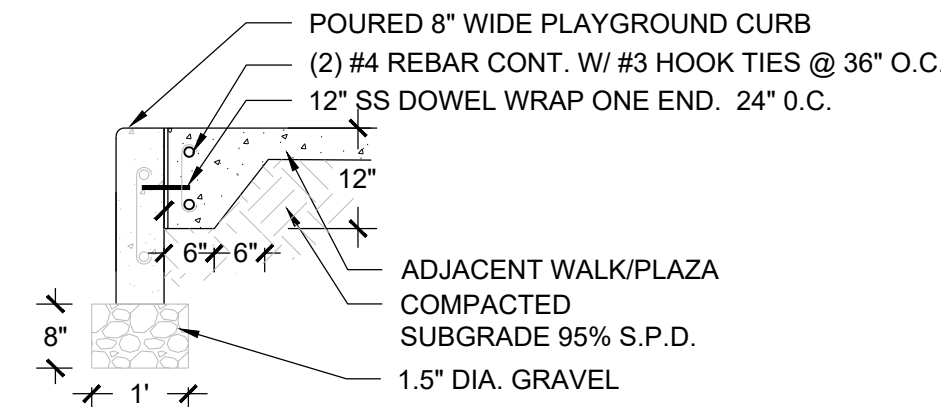
LANDSCAPE
DETAILS

Sheet Number

L3.2

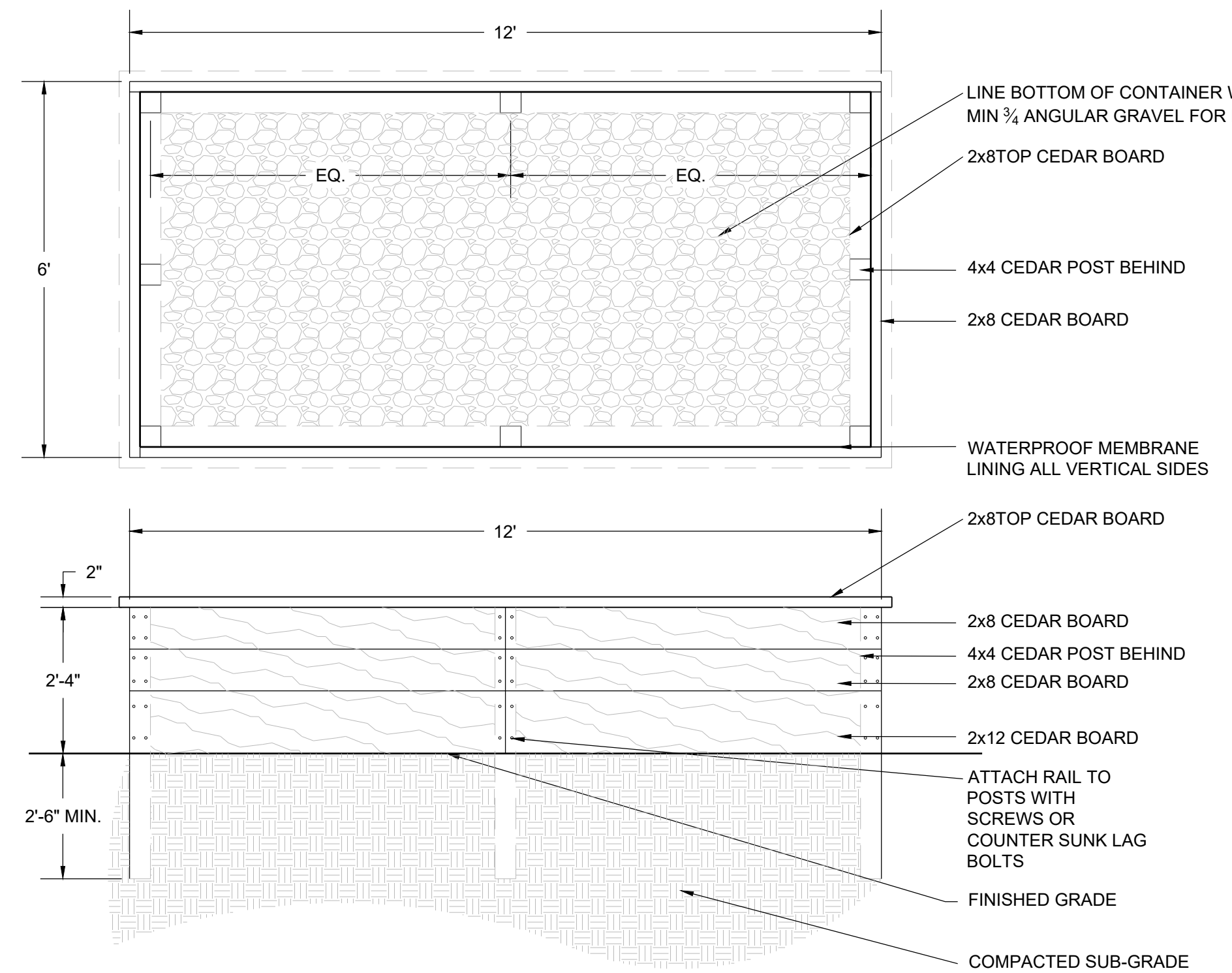


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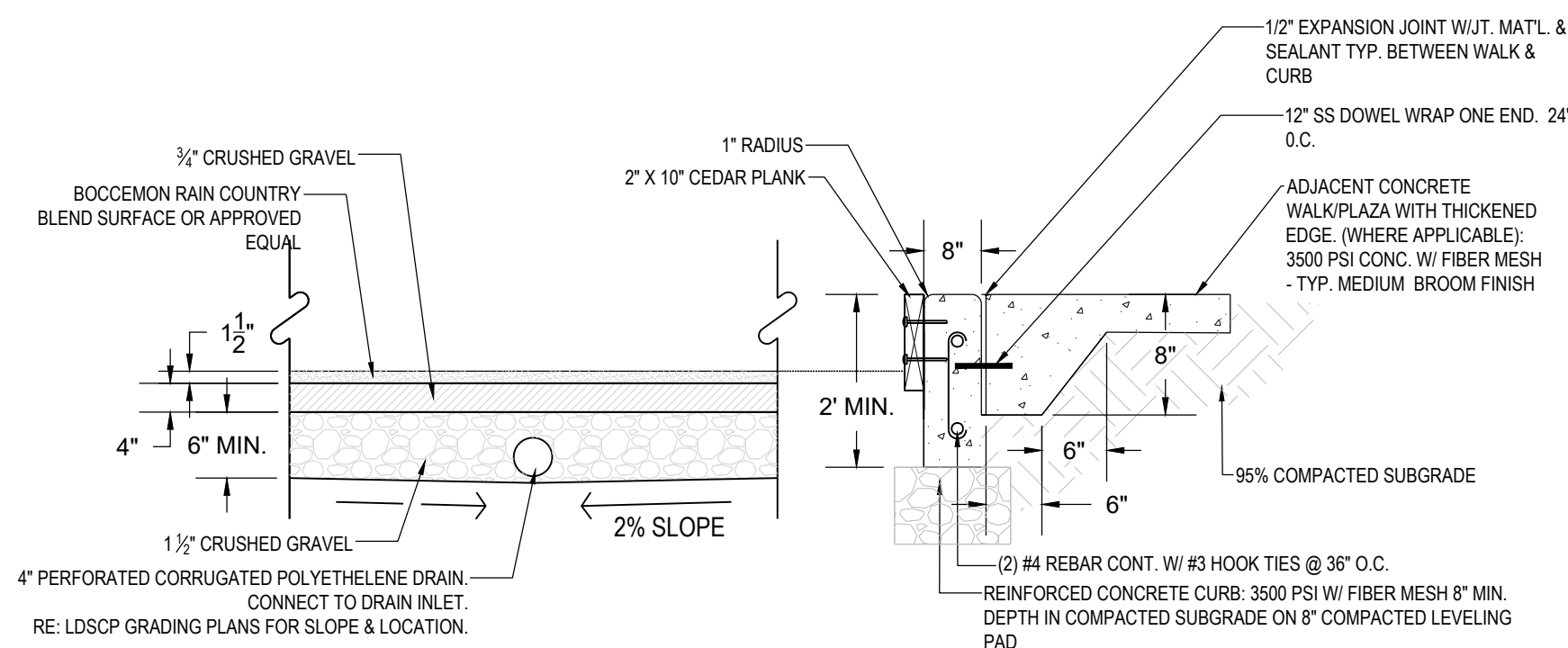


NOT TO SCALE

NOT TO SCALE



NOT TO SCALE

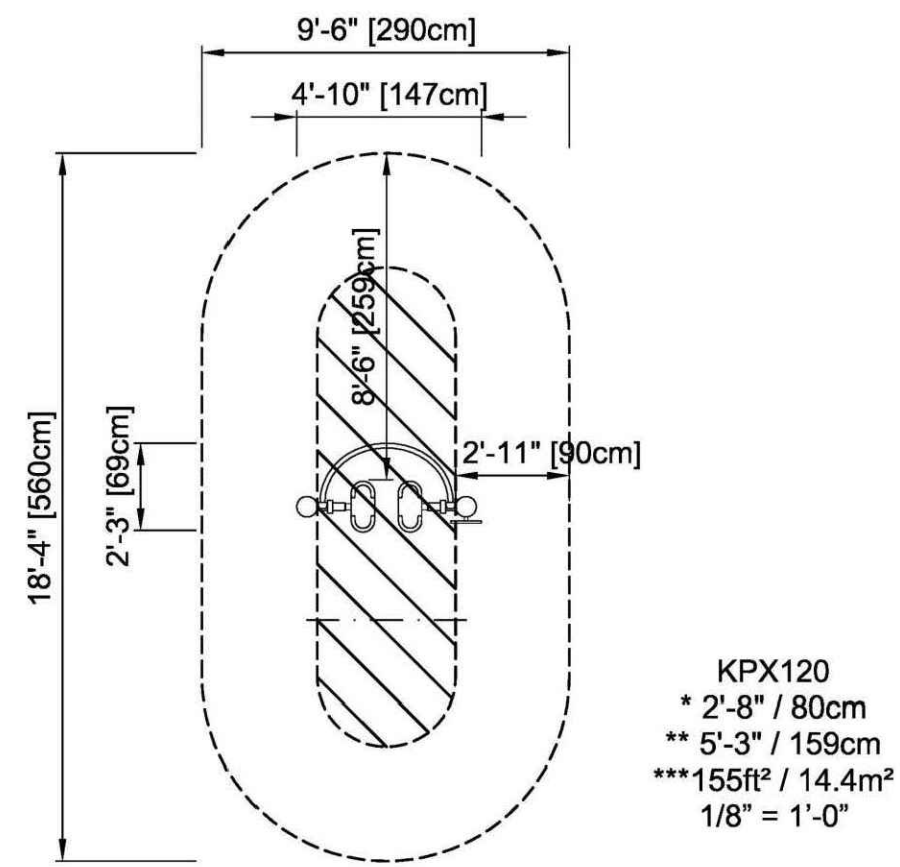

$$1/4'' = 1' - 0$$

1/2"=1'-0"

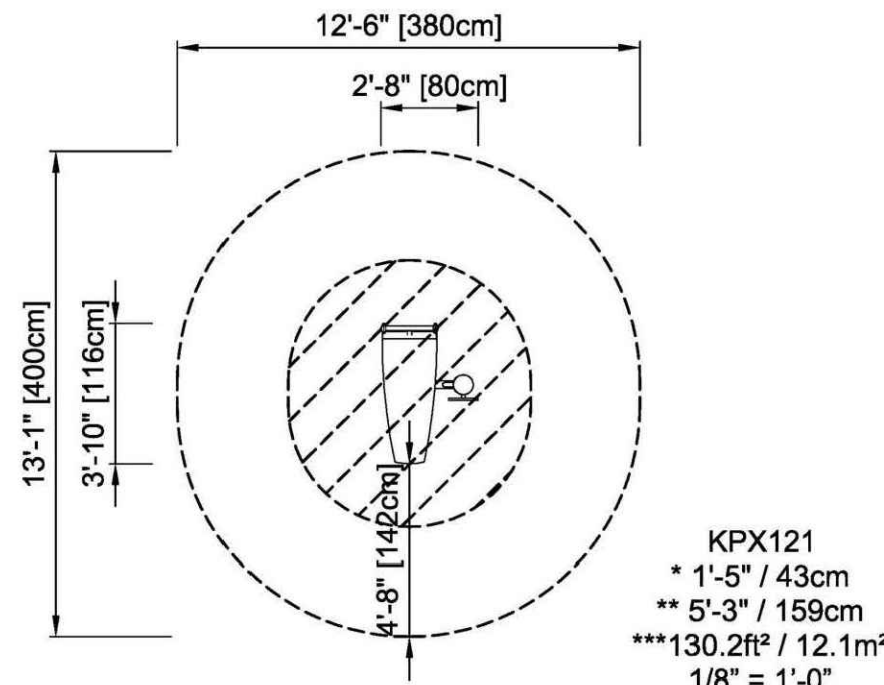
PRELIMINARY LANDSCAPE PLANS

1/2"=1'-0"

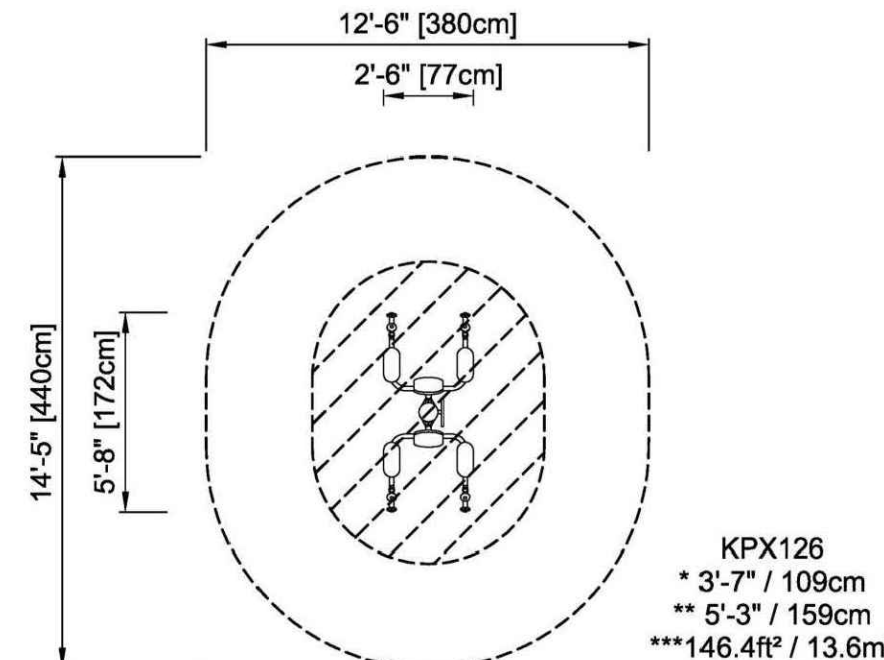
L3.3



MODEL: FREE RUNNER
ITEM NO: KPX120-3617
MANUFACTURER: KOMPAN
CONTACT:



MODEL: SIT UP BENCH
ITEM NO: KPX121-3617
MANUFACTURER: KOMPAN
CONTACT:



MODEL: PUSH UP & LEG LIFT STATION
ITEM NO: KPX126-3617
MANUFACTURER: KOMPAN
CONTACT:

1 FREE RUNNER

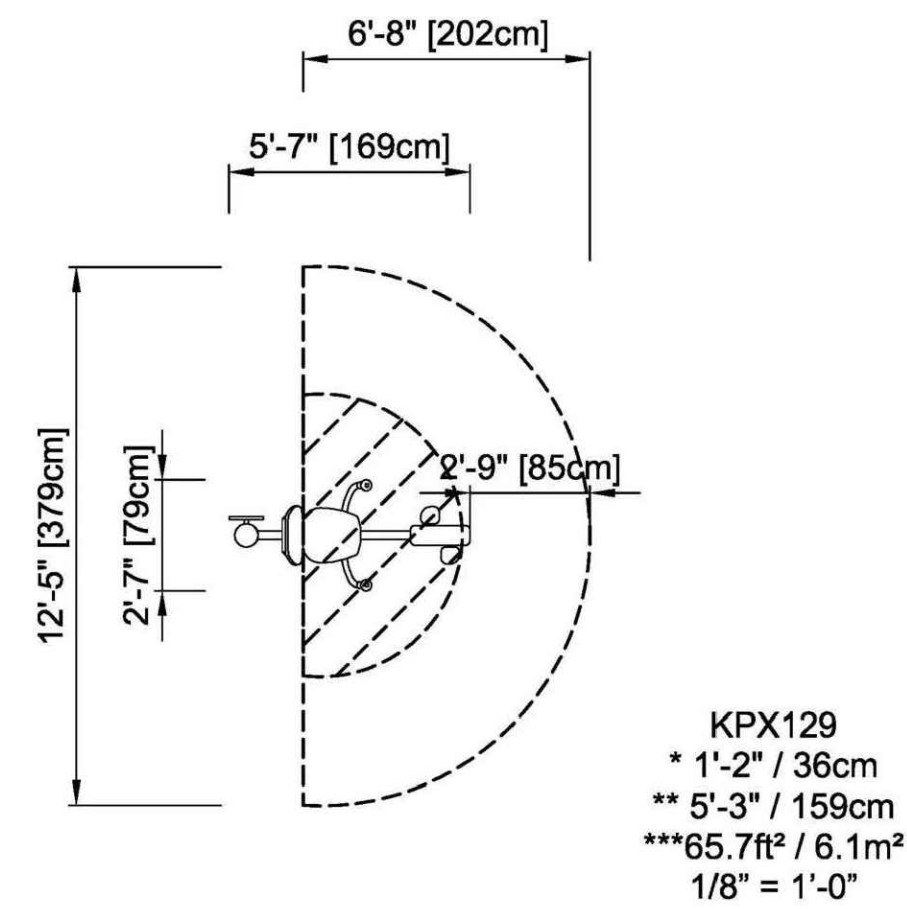
NOT TO SCALE

2 SIT-UP BENCH

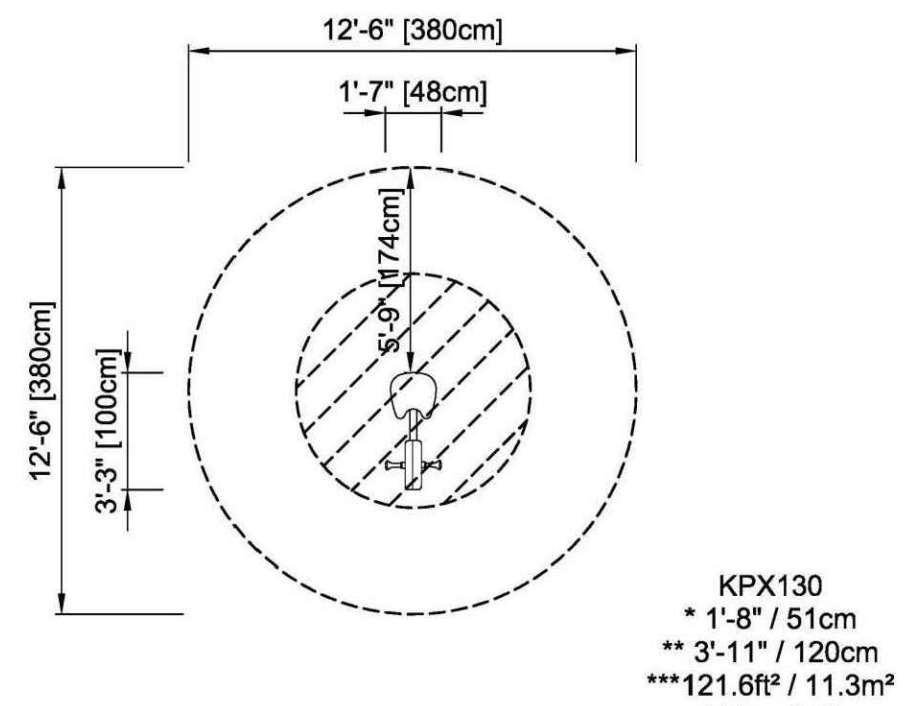
NOT TO SCALE

3 PUSH-UP & LEG LIFT STATION

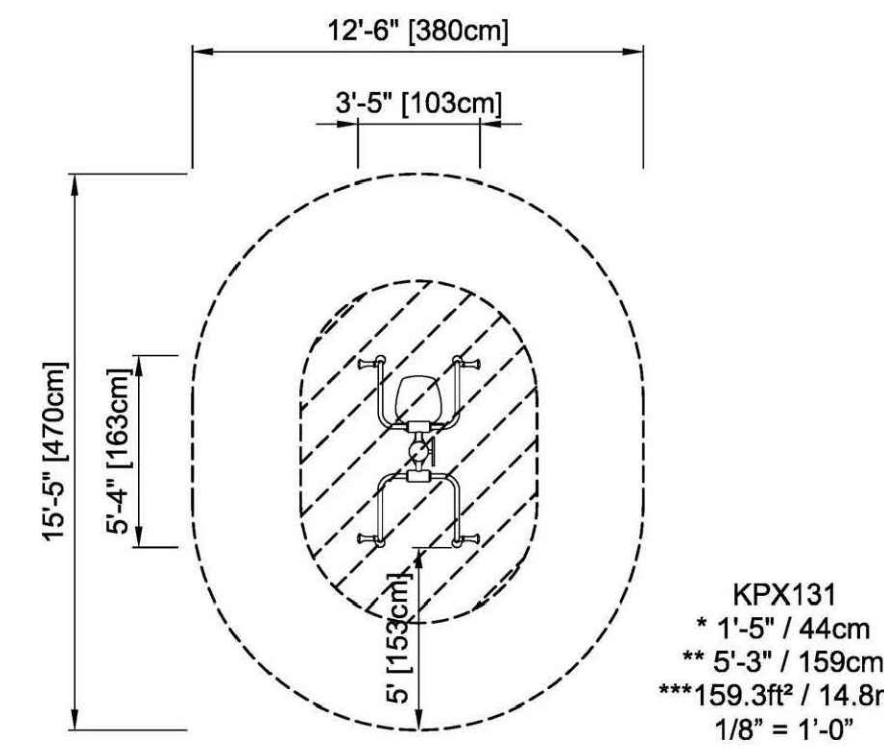
NOT TO SCALE



MODEL: POWER BIKE
ITEM NO: KPX129-3617
MANUFACTURER: KOMPAN
CONTACT:



MODEL: HAND BIKE
ITEM NO: KPX130-3617
MANUFACTURER: KOMPAN
CONTACT:



MODEL: DOUBLE CHEST PRESS
ITEM NO: KPX131-3617
MANUFACTURER: KOMPAN
CONTACT:

4 POWER BIKE

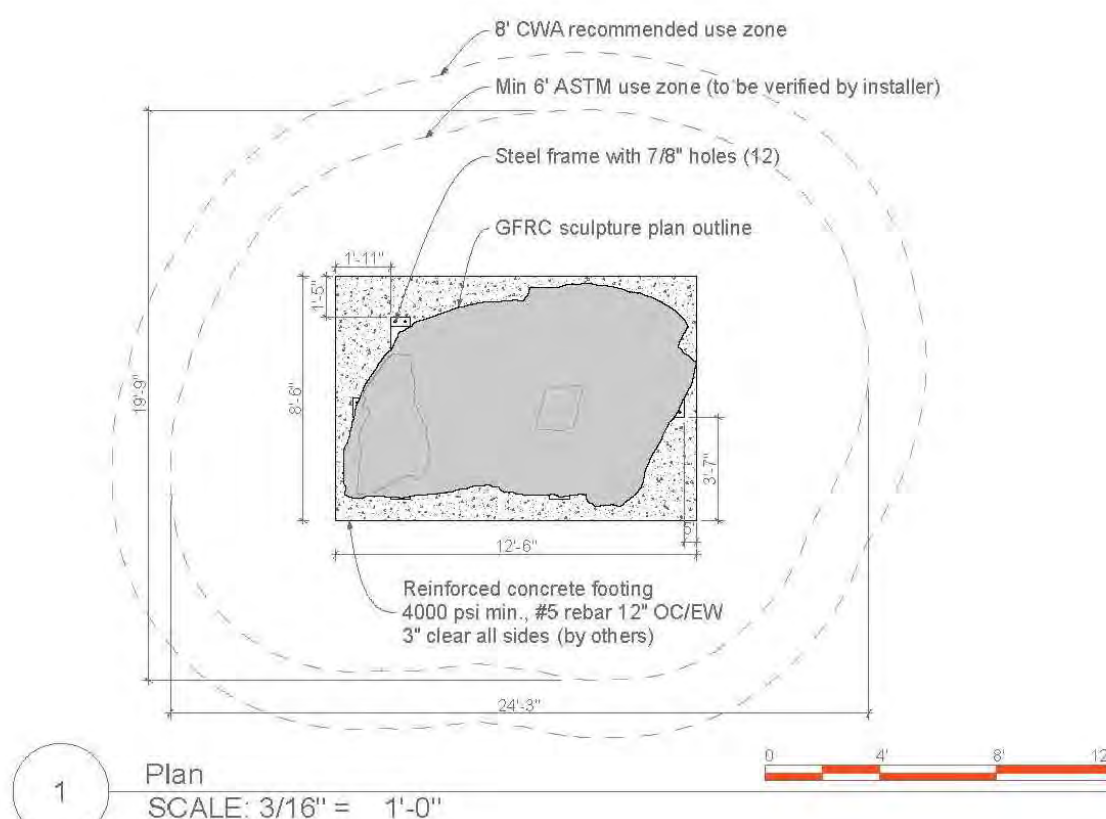
NOT TO SCALE

5 HAND BIKE

NOT TO SCALE

6 DOUBLE CHEST PRESS

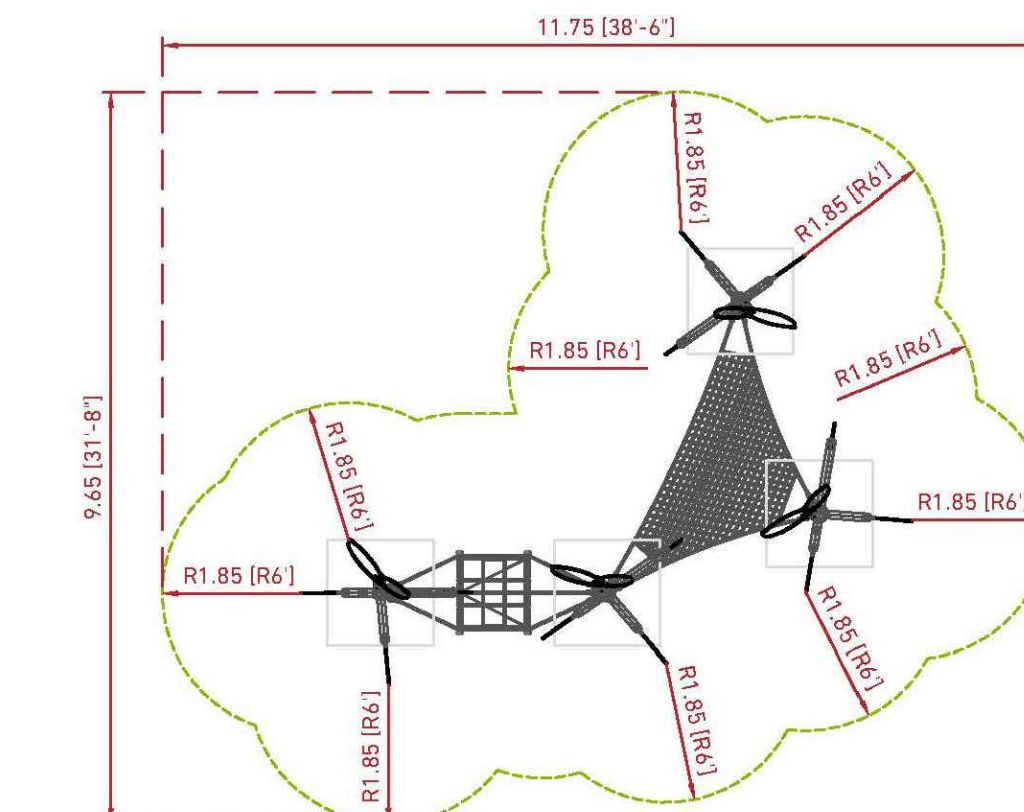
NOT TO SCALE



MODEL: PAGOSA BOULDER
ITEM NO: PB006
MANUFACTURER: ID SCULPTURE
CONTACT: ANDRIS ZOBS
PH: 970.497.6090

7 BOULDER CLIMBING STRUCTURE #1

NOT TO SCALE



MODEL: ORANGE TREE
ITEM NO: COROCORD18-0155-7C2
MANUFACTURER: KOMPAN
CONTACT: KIM CARLSON,
SUMMIT RECREATION
PH: 303.465.2286

8 HAMMOCK & TENT PLAY STRUCTURE

NOT TO SCALE

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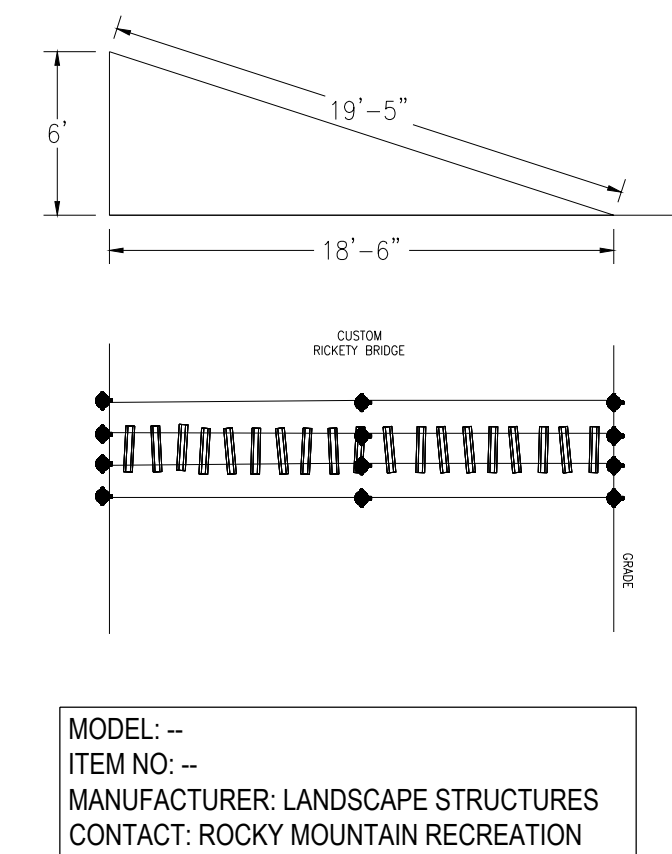
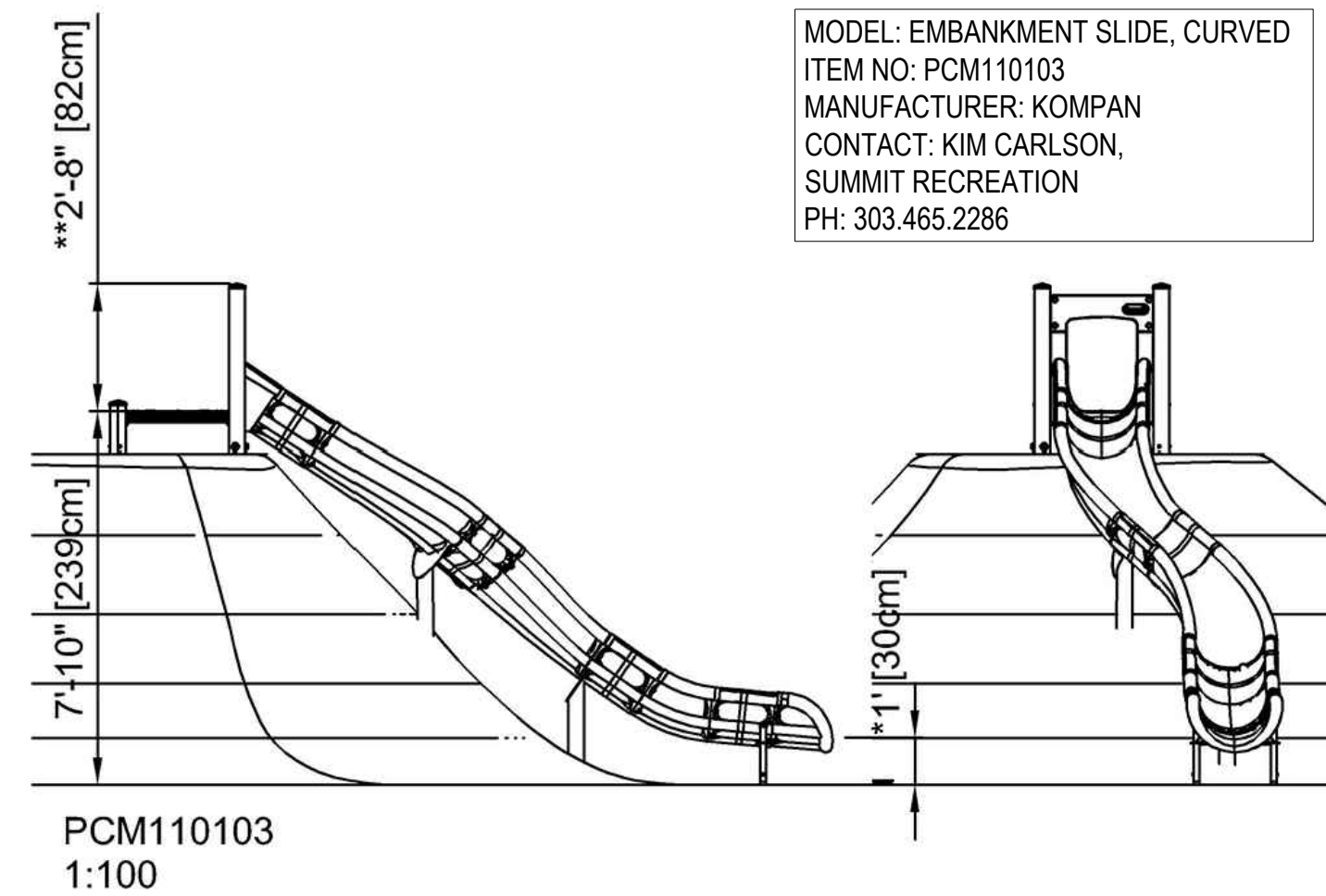
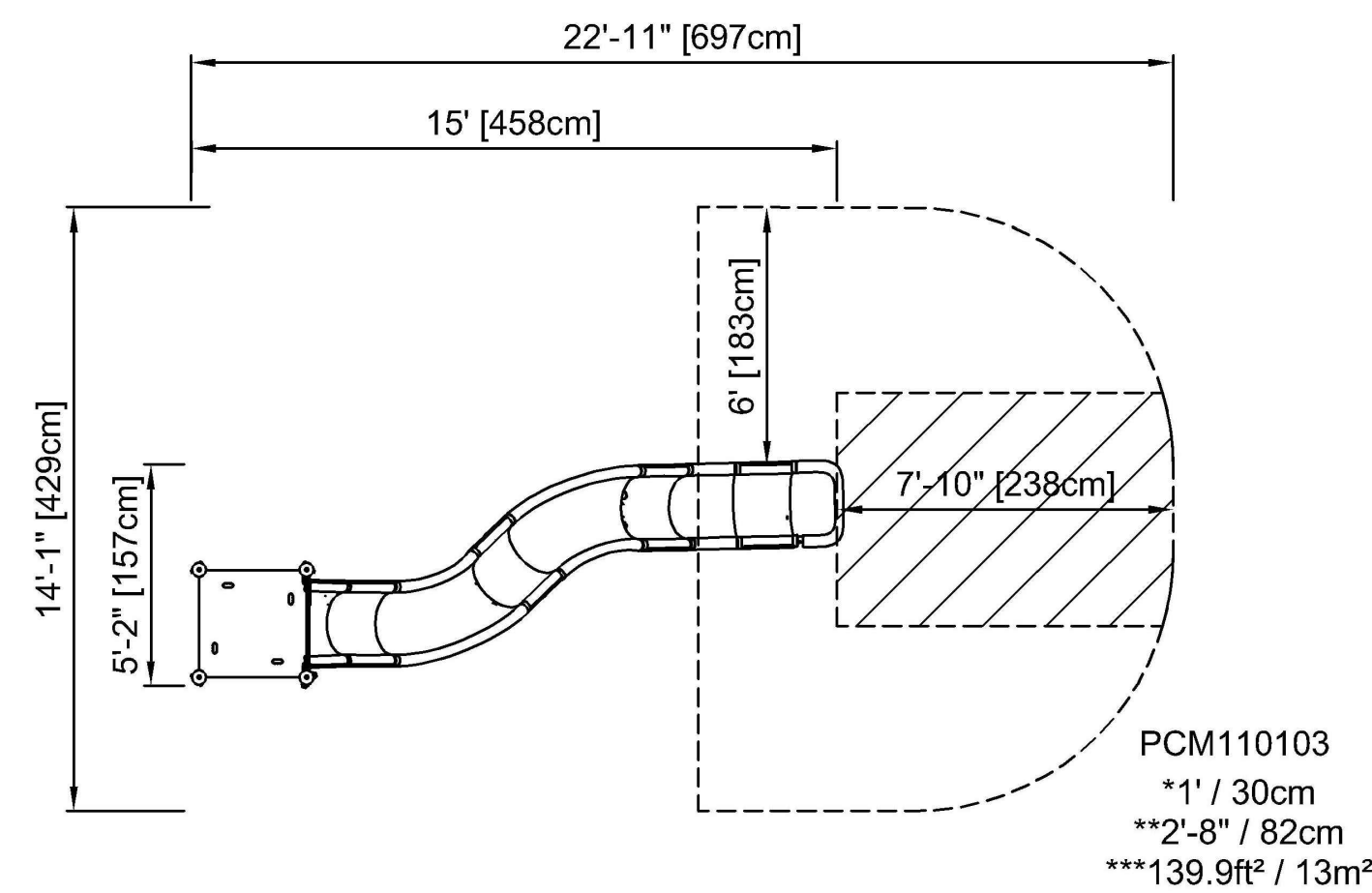
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LANDSCAPE
DETAILS

Sheet Number

L3.4



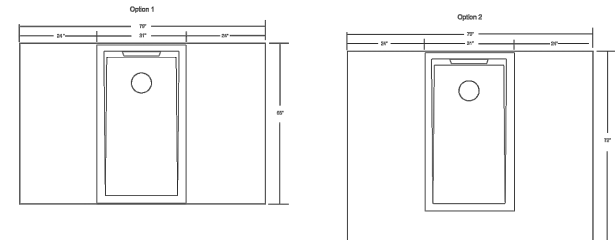
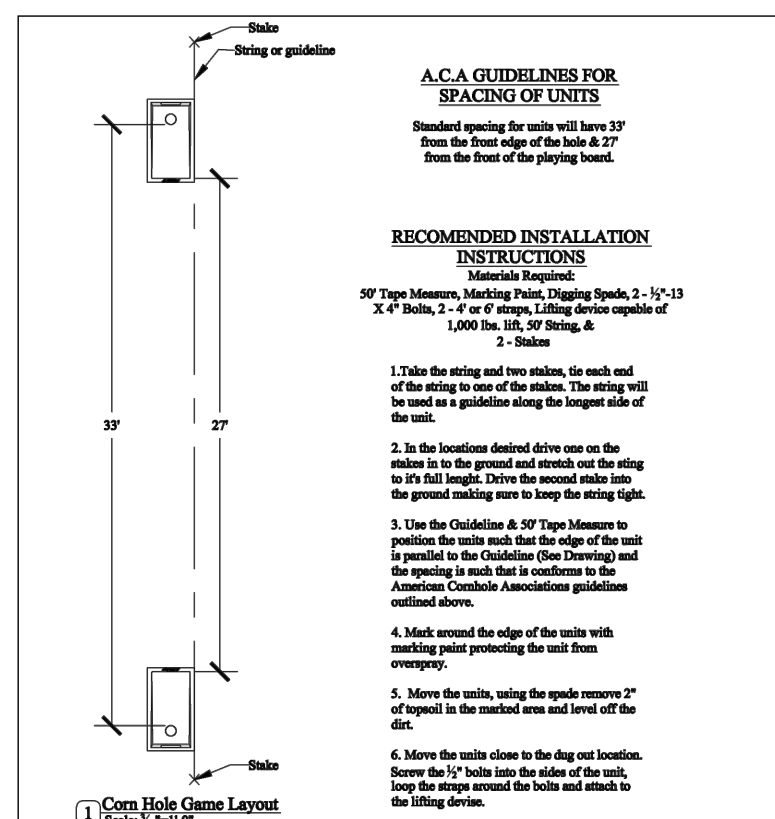
MODEL: OSPREY NEST & EGGS
ITEM NO: KRS8200175
MANUFACTURER: KOMPAN
CONTACT: KIM CARLSON,
SUMMIT RECREATION
PH: 303.465.2286



MANUFACTURER: KOMPAN
PRODUCT NAME: CARUOSEL WITH SEATS #NRO120
COLOR: NATURAL WOOD, BROWN
NOTE: TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS
CONTACT: KIM CARLSON at SUMMIT RECREATION
PH: 303.465.2286



MANUFACTURER: KOMPAN
PRODUCT NAME: BIRD NEST SWING #NRO911
COLOR: NATURAL WOOD, BROWN
NOTE: TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS
CONTACT: KIM CARLSON at SUMMIT RECREATION
PH: 303.465.2286



Doty & Sons Concrete Products, Inc.
1275 E. State St., Sycamore, IL 60170
Toll Free: 800-233-2907 Fax: 815-895-0501



MANUFACTURER: LANDSCAPE STRUCTURES
PRODUCT NAME: LOG CRAWL TUNNEL #173594
AS SUPPLIED BY: ROCKY MOUNTAIN RECREATION
NOTE: TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS
CONTACT ISABEL KEEGAN (ROCKY MOUNTAIN RECREATION) (303)-783-1452



MANUFACTURER: LANDSCAPE STRUCTURES
PRODUCT NAME: LOG BALANCE BEAM #173596
AS SUPPLIED BY: ROCKY MOUNTAIN RECREATION
NOTE: TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS
CONTACT ISABEL KEEGAN (ROCKY MOUNTAIN RECREATION) (303)-783-1452

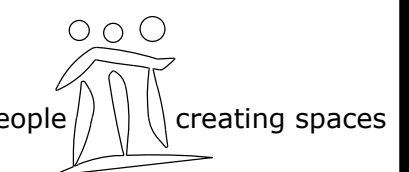


MANUFACTURER: LANDSCAPE STRUCTURES
PRODUCT NAME: LOG STEPPER 8" #173907
AS SUPPLIED BY: ROCKY MOUNTAIN RECREATION
NOTE: TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS
CONTACT ISABEL KEEGAN (ROCKY MOUNTAIN RECREATION) (303)-783-1452

■ Prepared For■

E5X MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

■ Land Planning ■



pcs group inc. www.pcsgroupco.com
#3, B-180 Independence plaza
1007 16th street . denver co 80265
t 303.531.4905 . f 303.531.4908

■ Engineering ■



ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

Drawn by:	BEM
Checked by:	JP
Submittal	
Date:	3.15.2020
	8.10.2020
Know what's below.	
Call before you dig.	12.18.2020
	2.5.2021
	3.17.2021
	5.28.2021

■ Sheet Name ■

LANDSCAPE
DETAILS

■ Sheet Number ■

L3.5

Y:\ANTHOLOGY\LANDSCAPE ARCHITECTURE\CURRENT DRAWINGS\PRELIMINARY LANDSCAPE DETAILS-SEGMENT 1A.DWG
Monday, February 24, 2020



NOTE: IMAGES ARE ILLUSTRATIVE ONLY. ALL MORE DETAILS WILL BE PROVIDED AT FINAL. SIGNAGE WILL BE REVIEWED UNDER SEPARATE PERMITS.

4 ENTRY MONUMENT-SECONDARY

NOT TO SCALE



NOTE: IMAGES ARE ILLUSTRATIVE ONLY. DETAILS WILL BE DONE AT FINAL PLAT

2 SHADE STRUCTURE

NOT TO SCALE



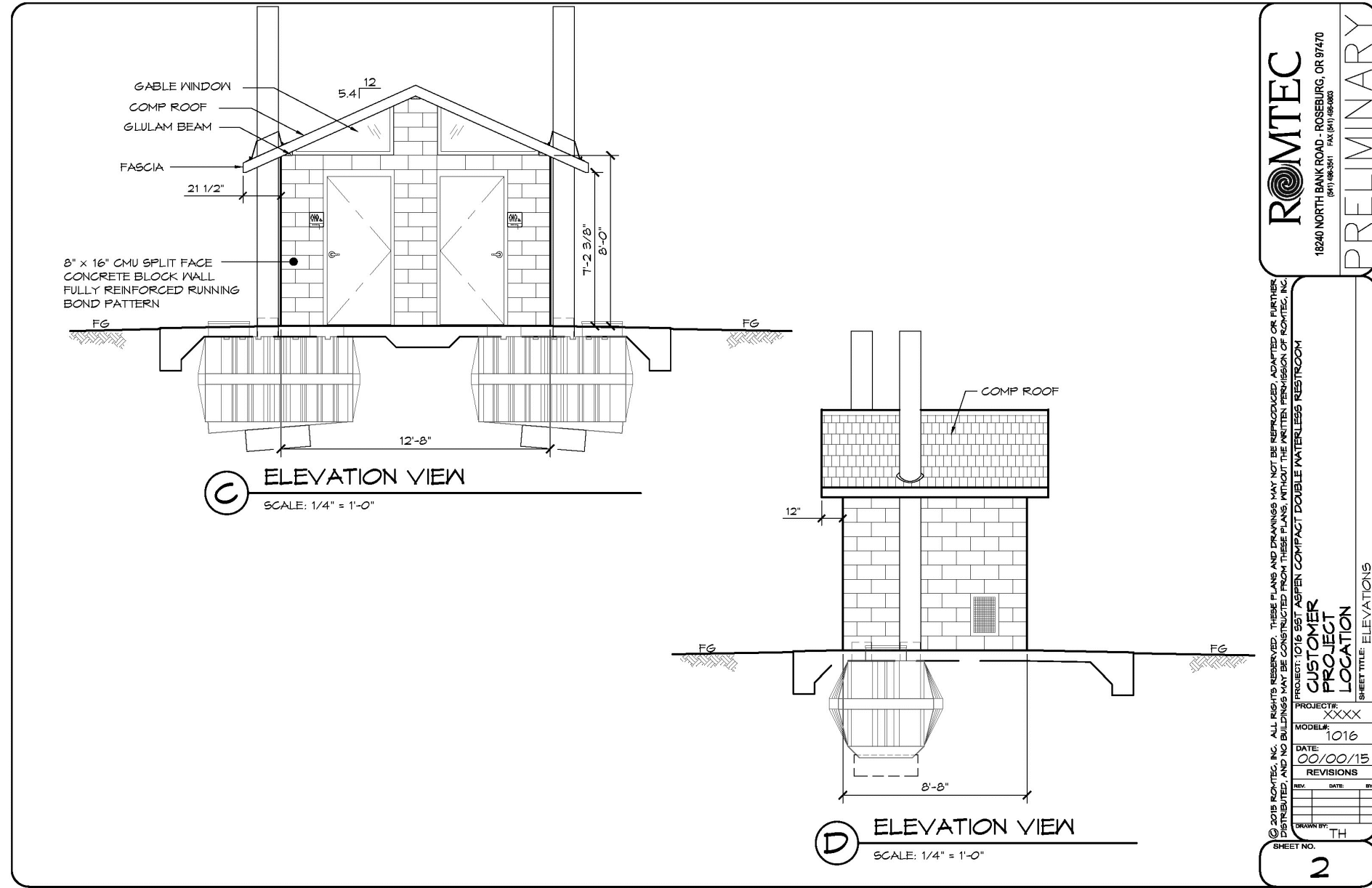
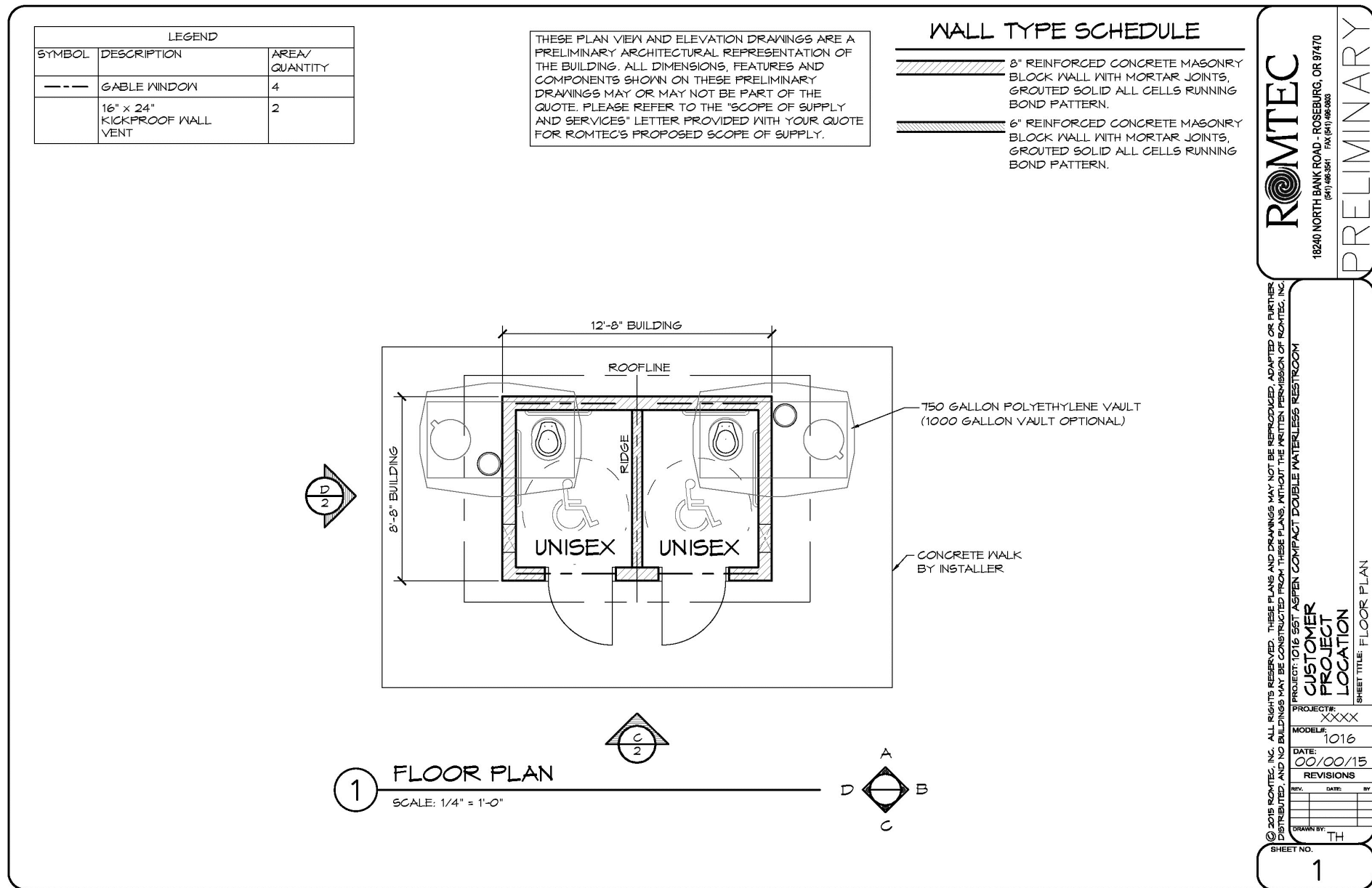
NOTE: IMAGES ARE ILLUSTRATIVE ONLY. DETAILS WILL BE DONE AT FINAL PLAT

5 OVERLOOK

NOT TO SCALE

1 DOUBLE VAULT TOILET

NOT TO SCALE



Prepared For

E5X MANAGEMENT
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CENTENNIAL, CO 80112

Land Planning



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#3, S-180 Independence Plaza
1007 16th Street, Denver, CO 80265
1.303.531.4905 • 1.303.531.4908

Engineering

CVL
a Westwood team
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: 720.482.9822
www.cvlinc.net
westwoodps.com

ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

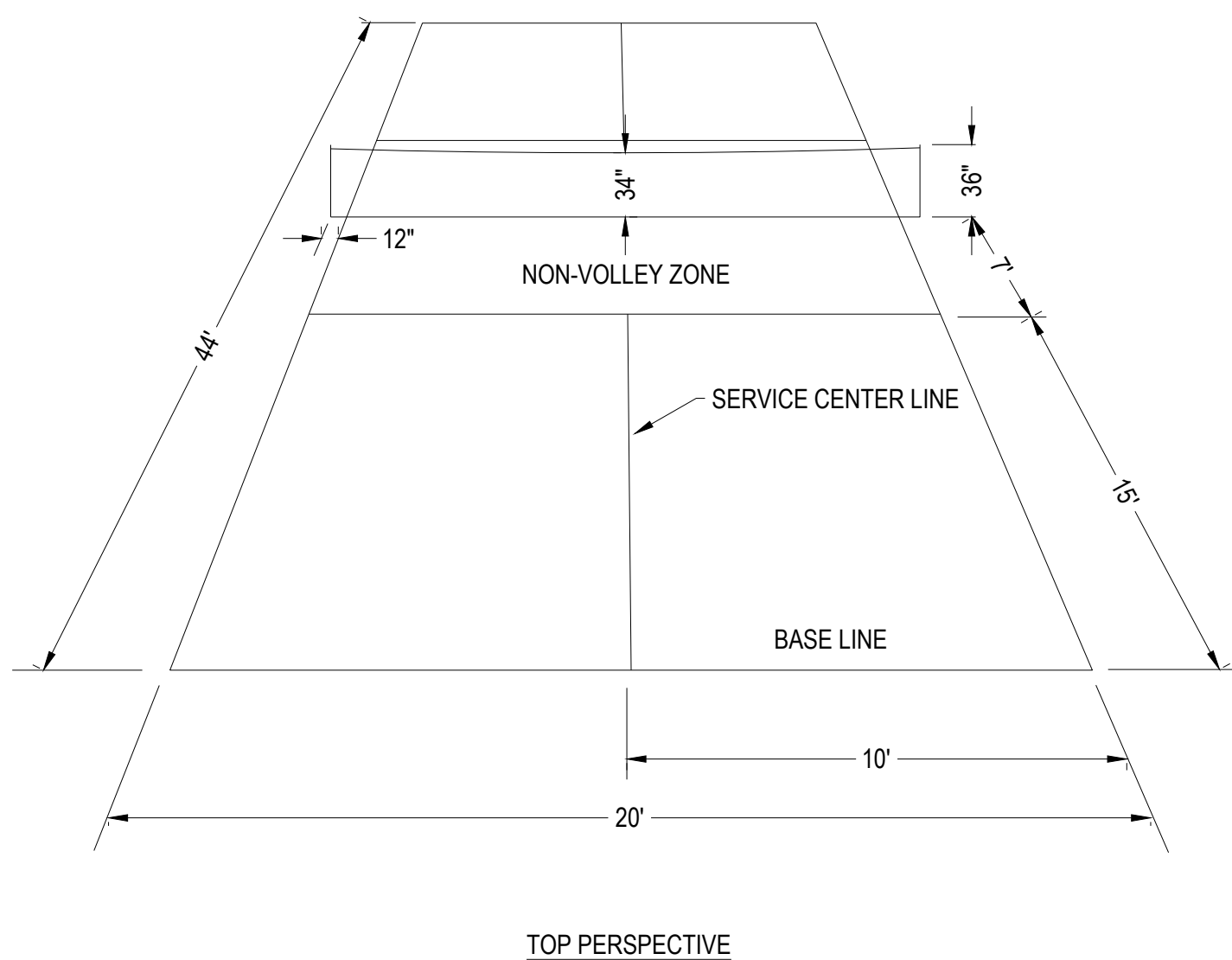
Drawn by: BEM
Checked by: JP
Submittal Date: 3.15.2020
Date: 8.10.2020
Know what's below.
Call before you dig.
811
2.5.2021
3.17.2021
5.28.2021

Sheet Name

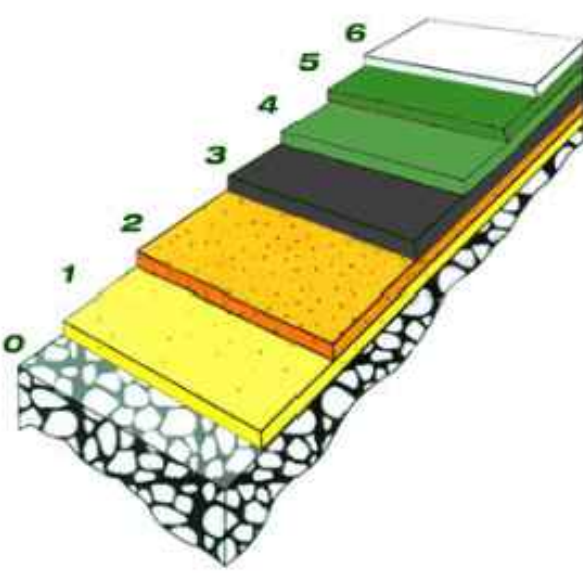
LANDSCAPE
DETAILS

Sheet Number

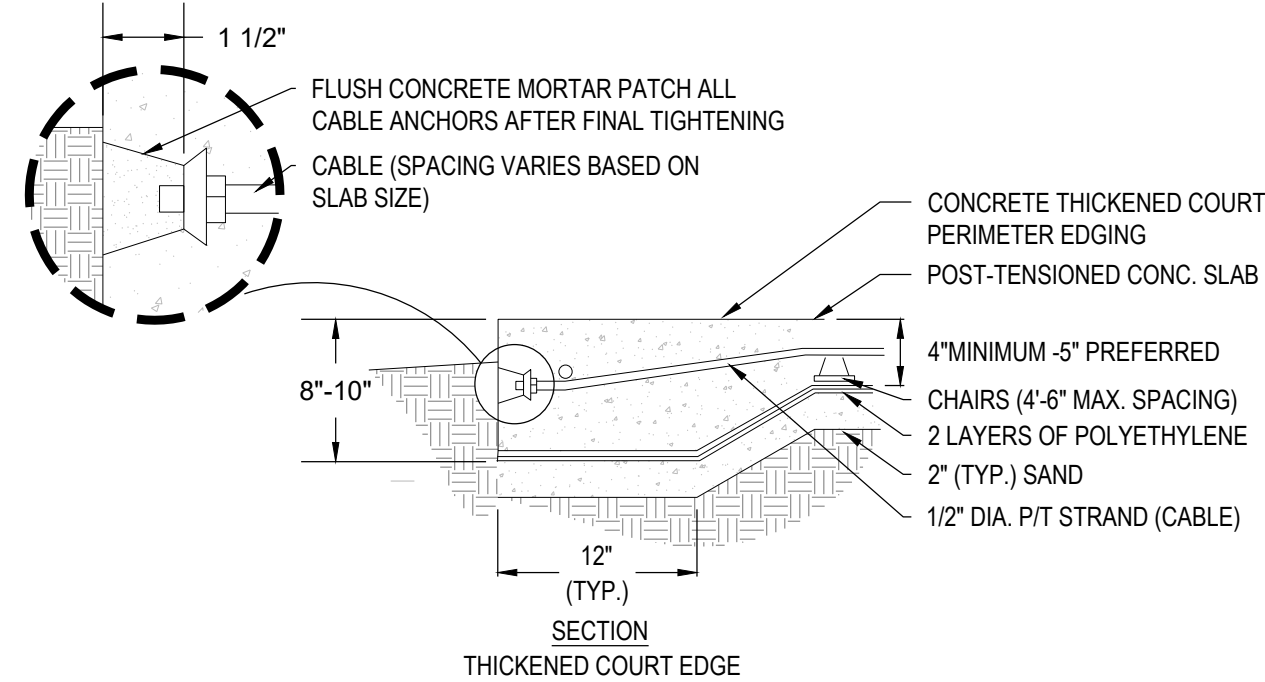
L3.6



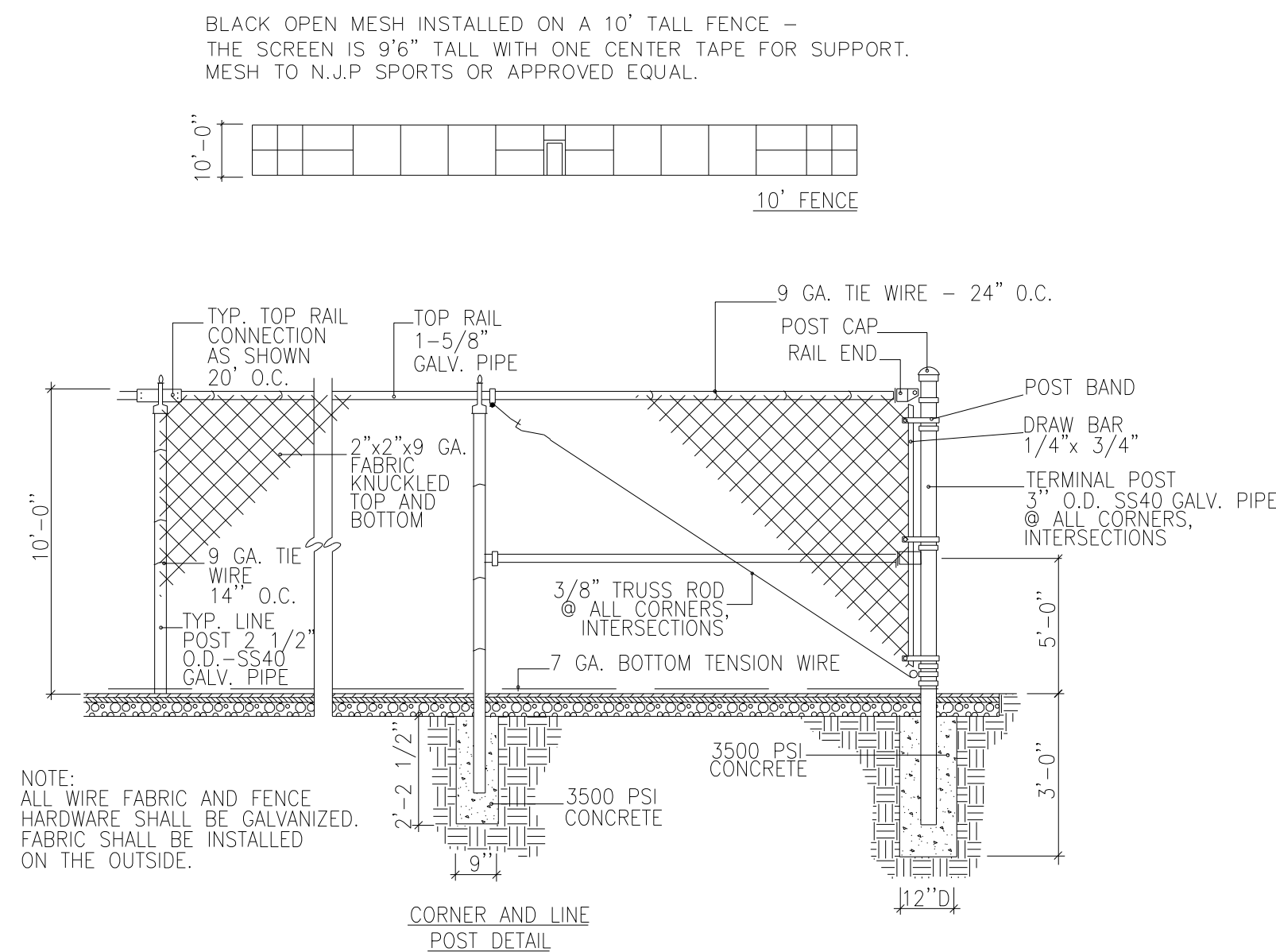
1 PICKLEBALL STRIPING



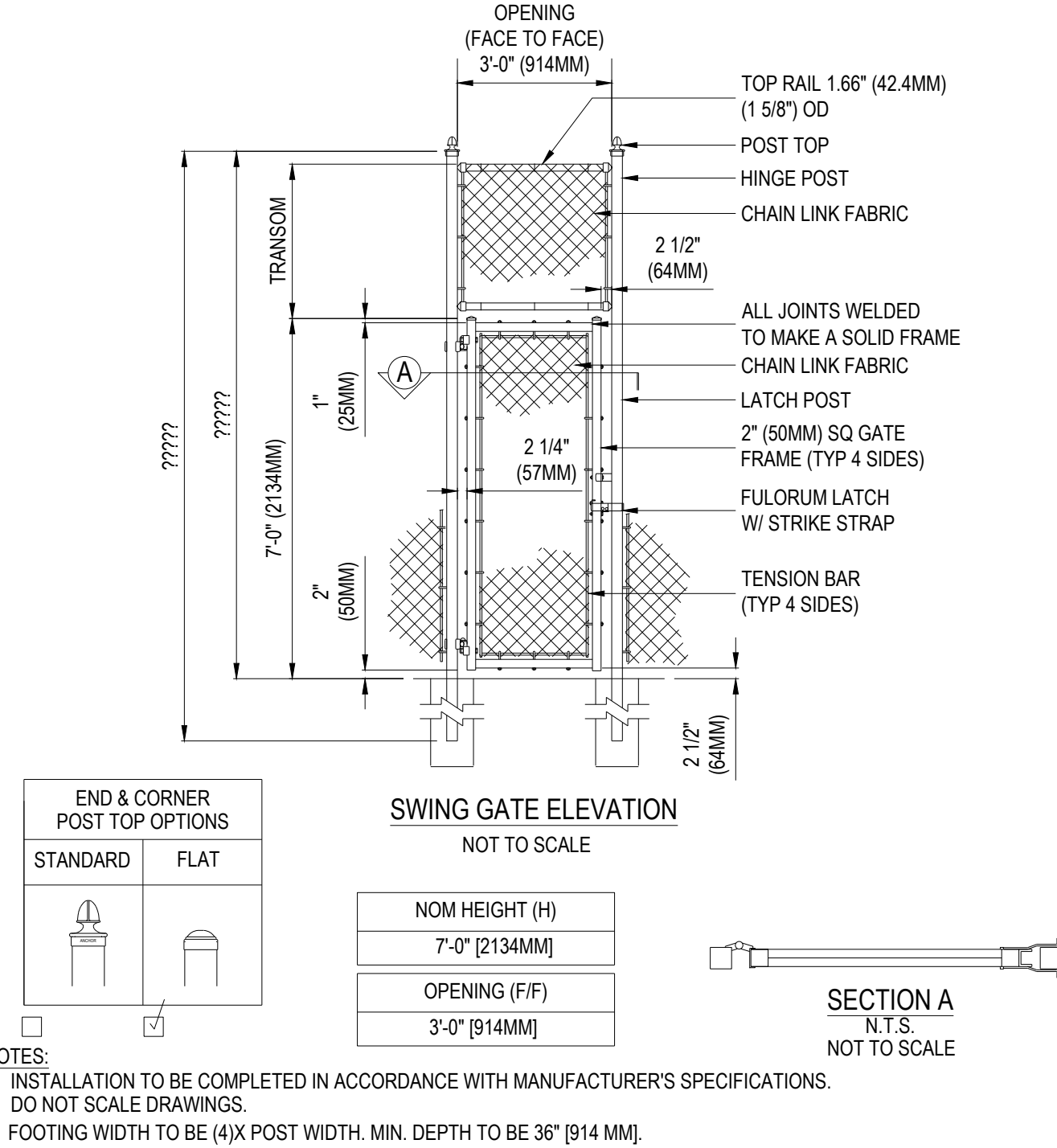
SURFACE COATING:
6.GAMES LINES-WHITE STRIPES
5. COLOR COAT #2 HIGH STRENGTH ACRYLIC POLYMER
4. COLOR COAT #1 HIGH STRENGTH ACRYLIC POLYMER
3. TEXTURED COAT-DURABLE POLYMER
2. GRIP-ADHERING LAYER FOR FOLLOWING COATS OF ACRYLIC POLYMER
1. PRIMER-WATER, AIR, UV RESISTANT AND BREATHABLE UNDERCOATING
0.POST TENSION CONCRETE



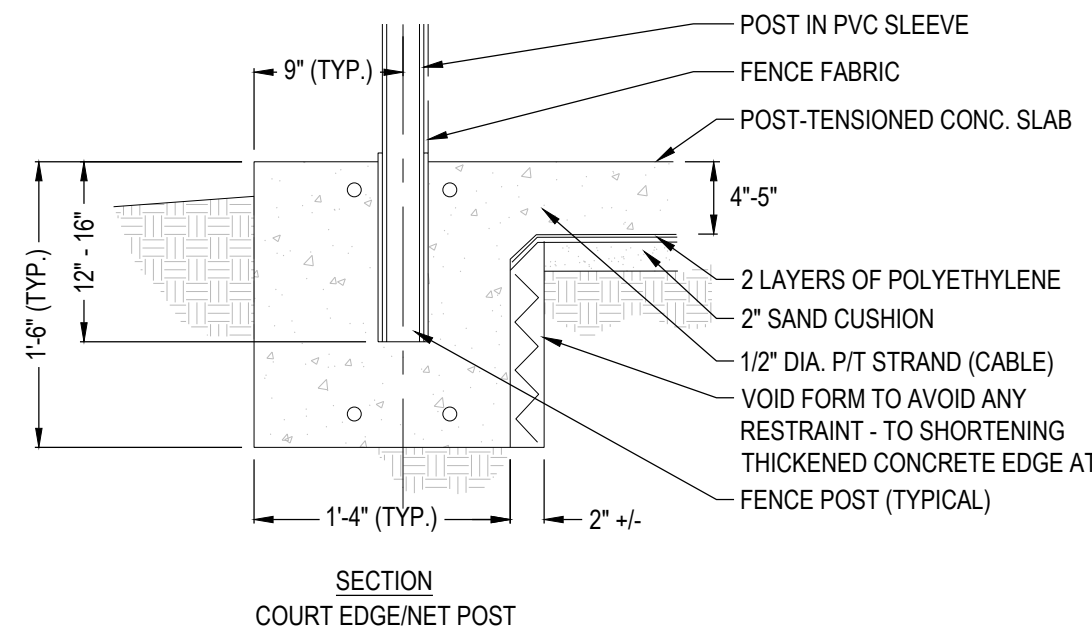
3 PICKLEBALL NET



4 PICKLEBALL FENCING



5 PICKLEBALL SWING GATE



6 PICKLEBALL FENCE POST

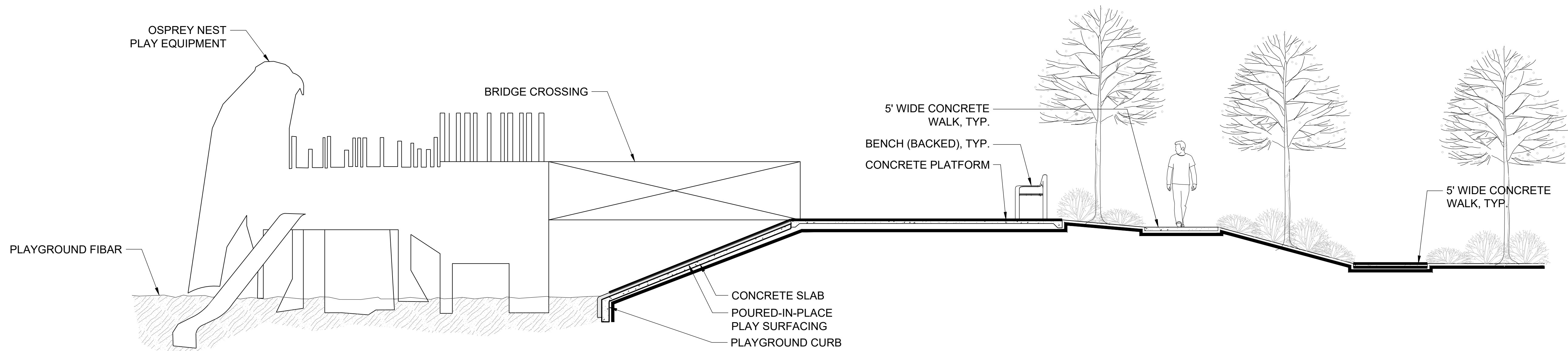


7 INTERACTIVE DRAINAGE



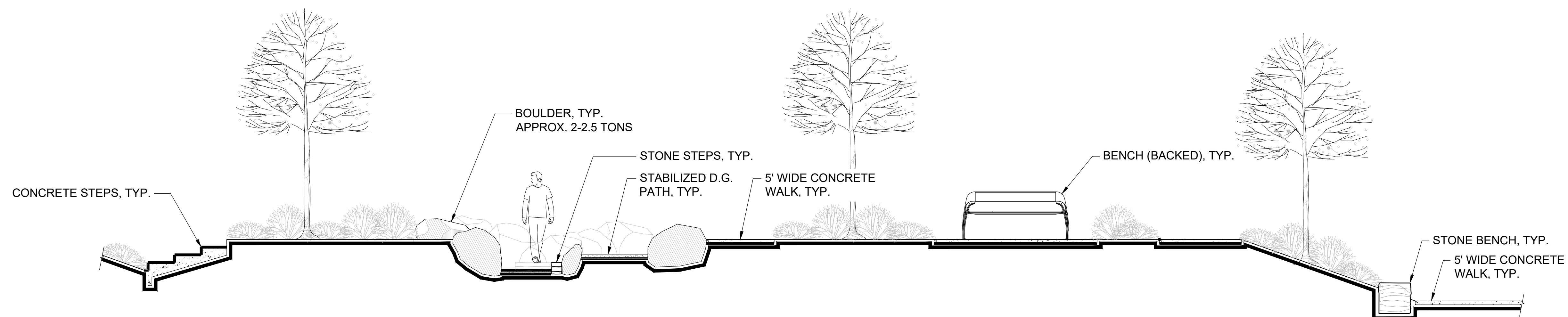
8 TOY GAS PUMP FOR TRIKE PARK (QTY: 2)

MODEL: GAS PUMP 2
ITEM NO: NR0519-0002
MANUFACTURER: KOMPAN
CONTACT: KIM CARLSON,
SUMMIT RECREATION
PH: 303.465.2286



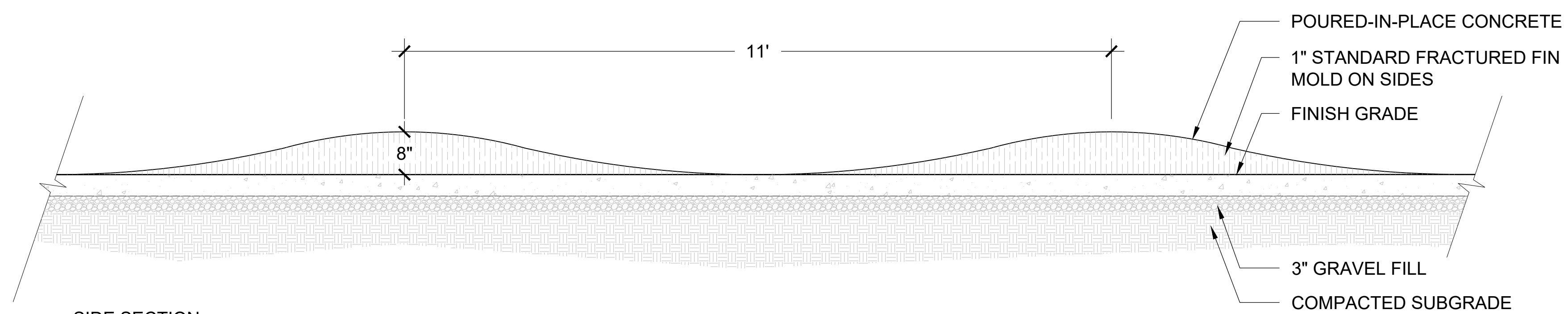
1 PLAYGROUND MOUND - SECTION NORTH-SOUTH

NOT TO SCALE

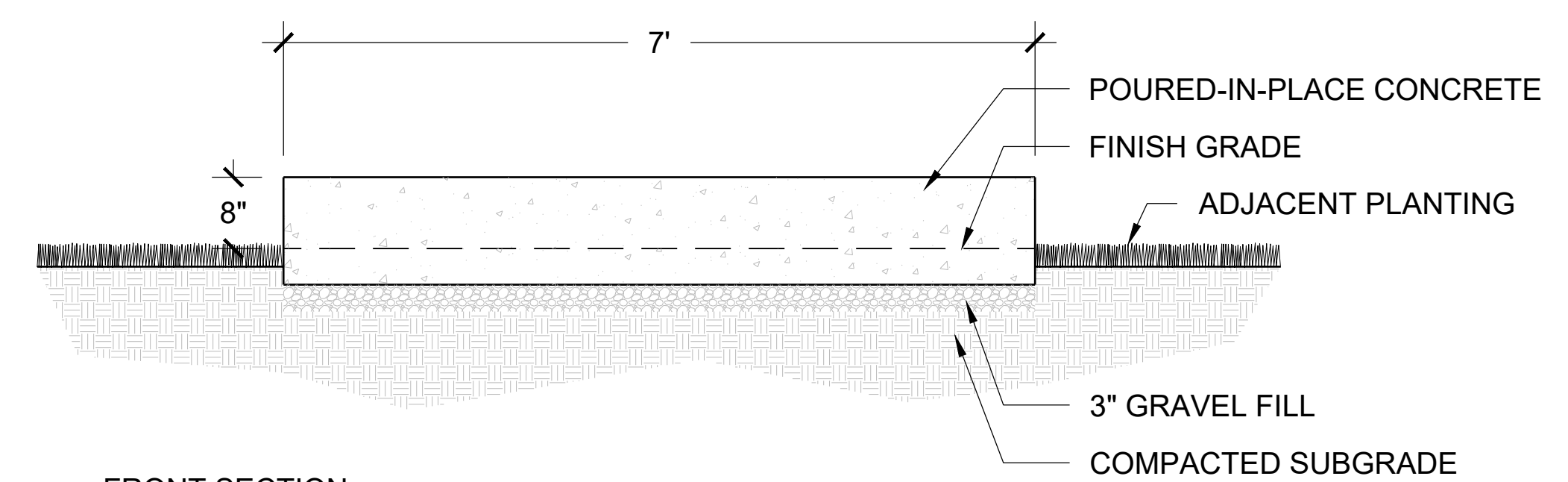


2 PLAYGROUND MOUND - SECTION EAST-WEST

NOT TO SCALE



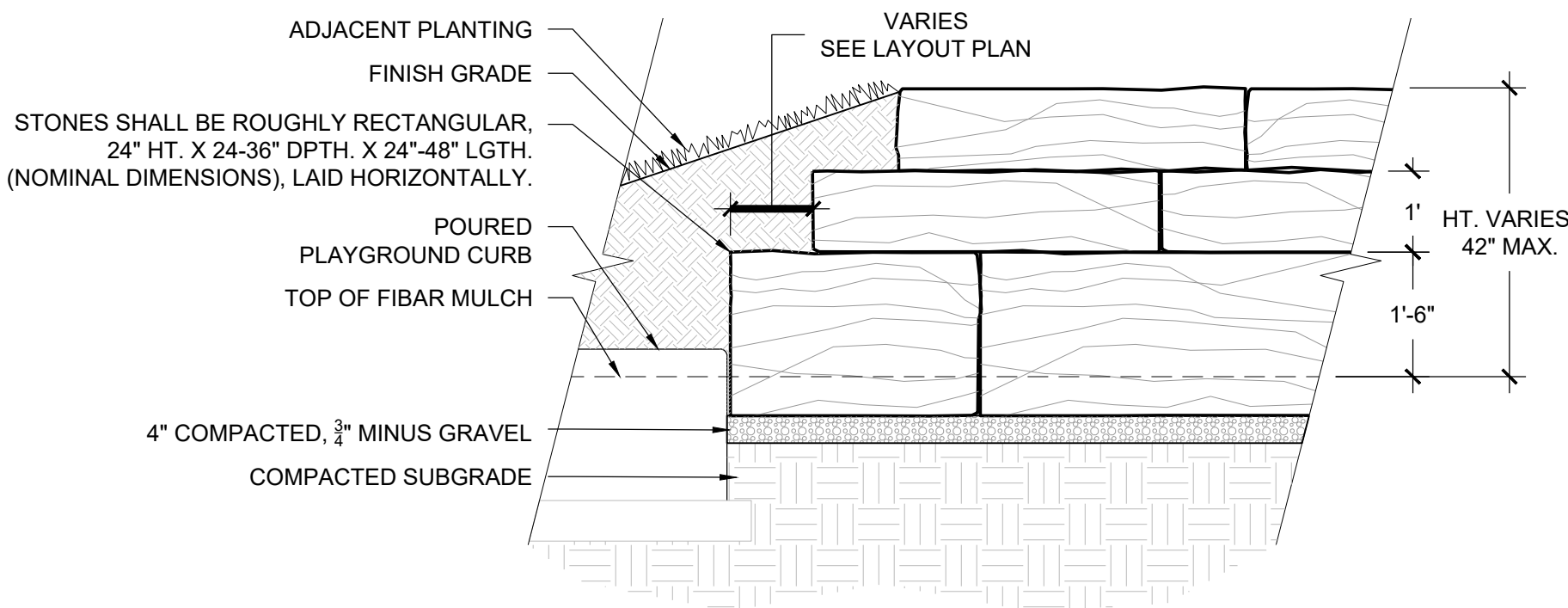
SIDE SECTION



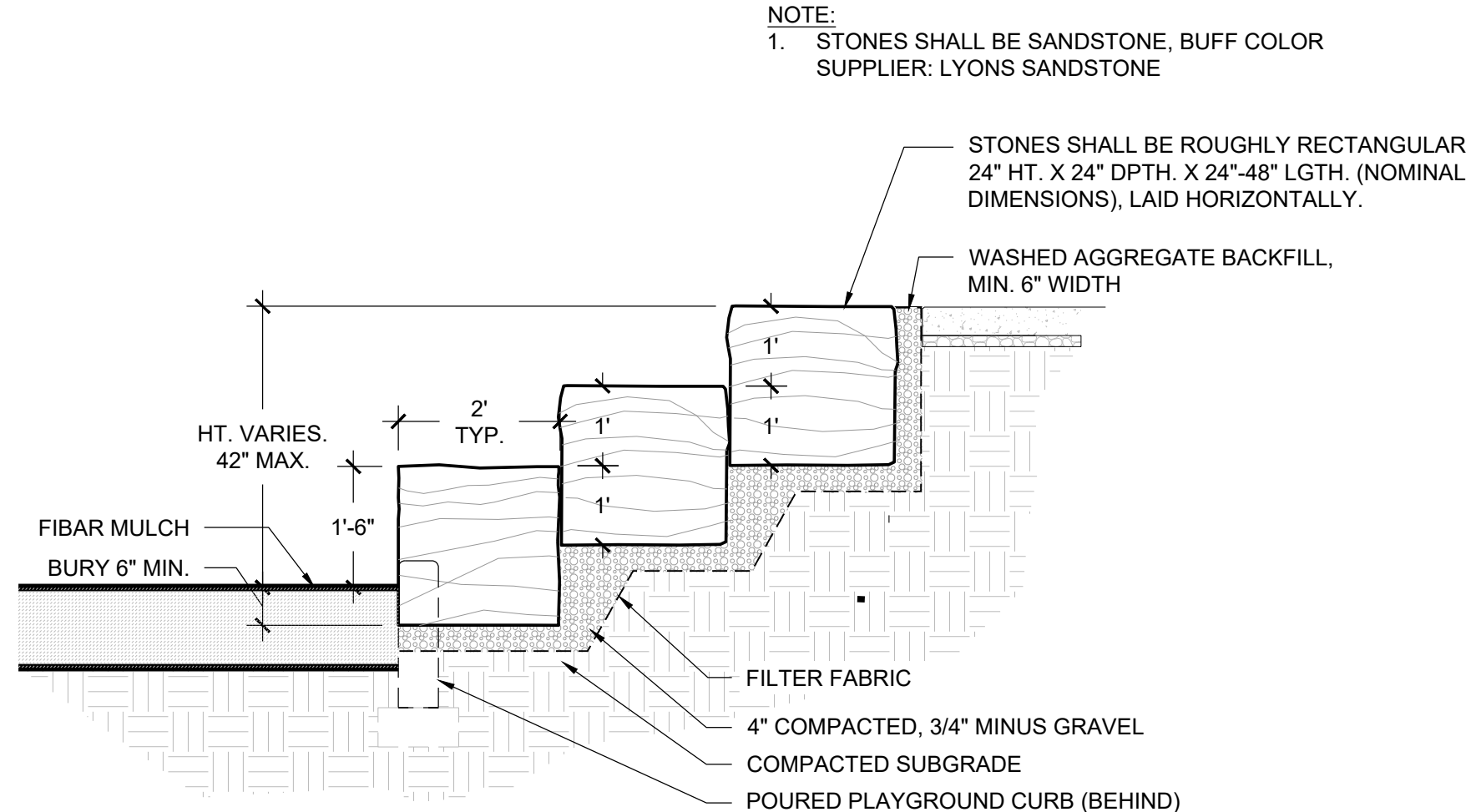
FRONT SECTION

4 TRIKE TRACK ROLLS

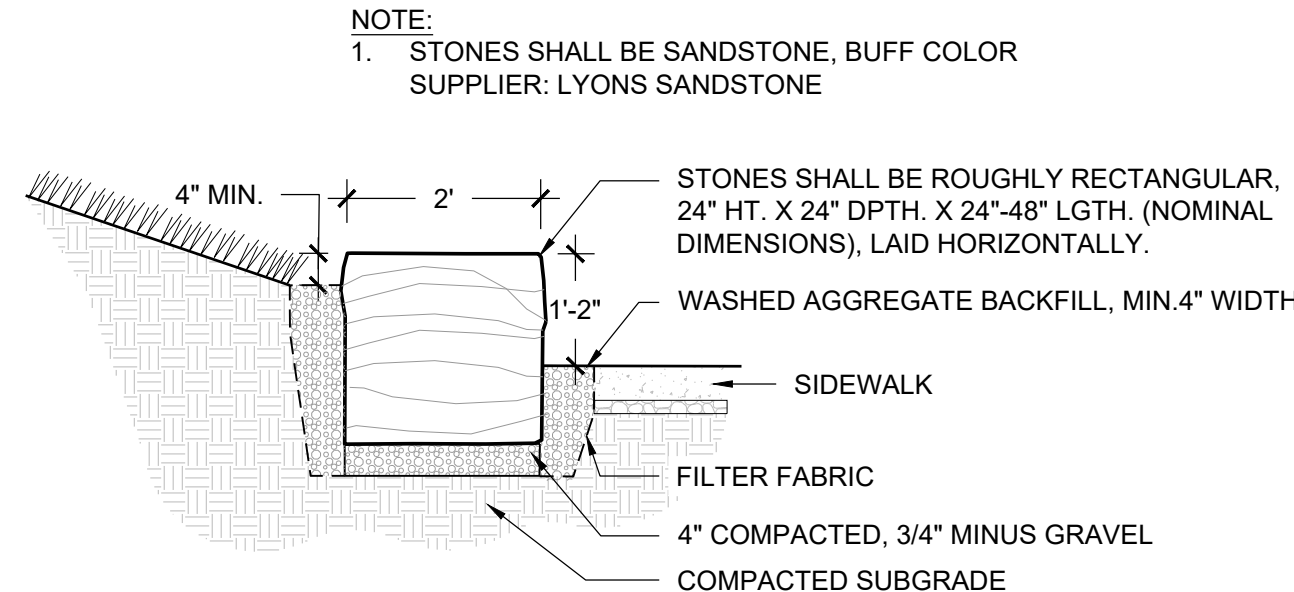
NOT TO SCALE



FRONT VIEW



SECTION

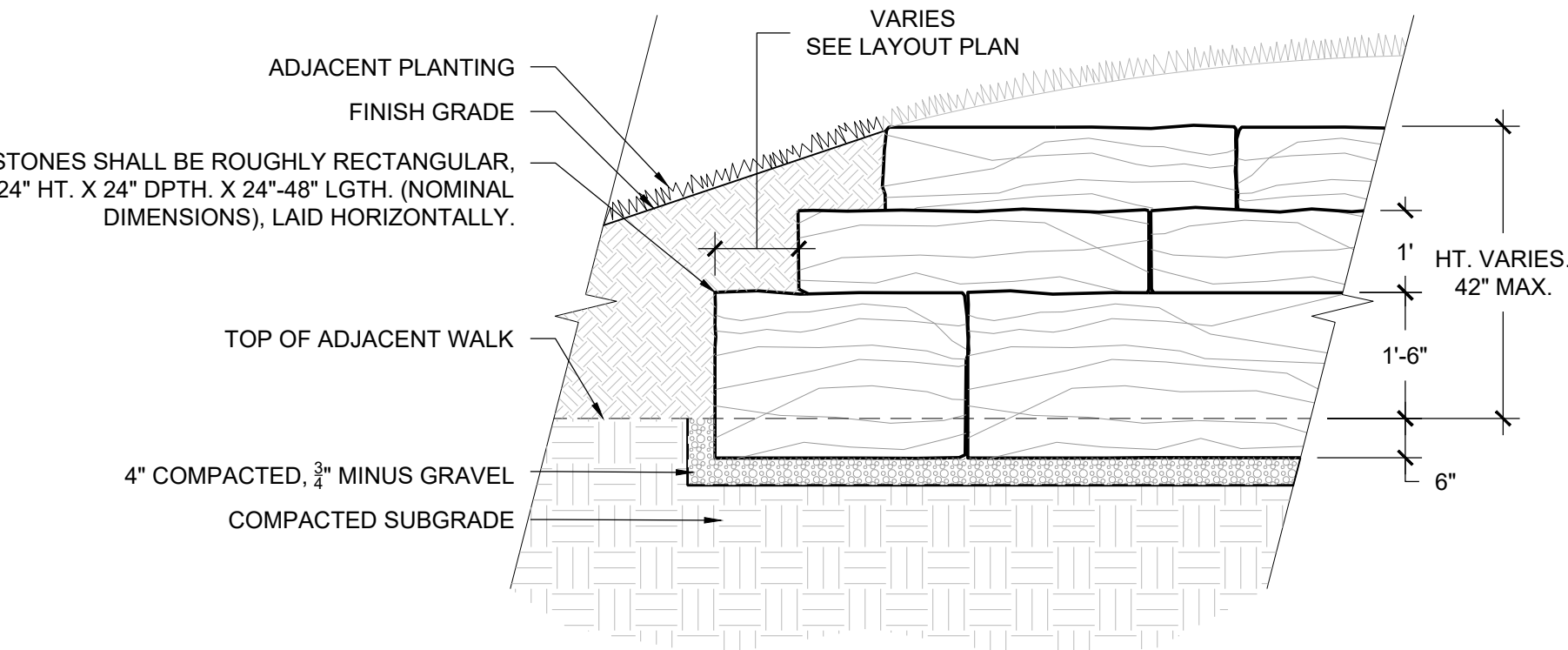


1 STONE SEATING @ PLAYGROUND

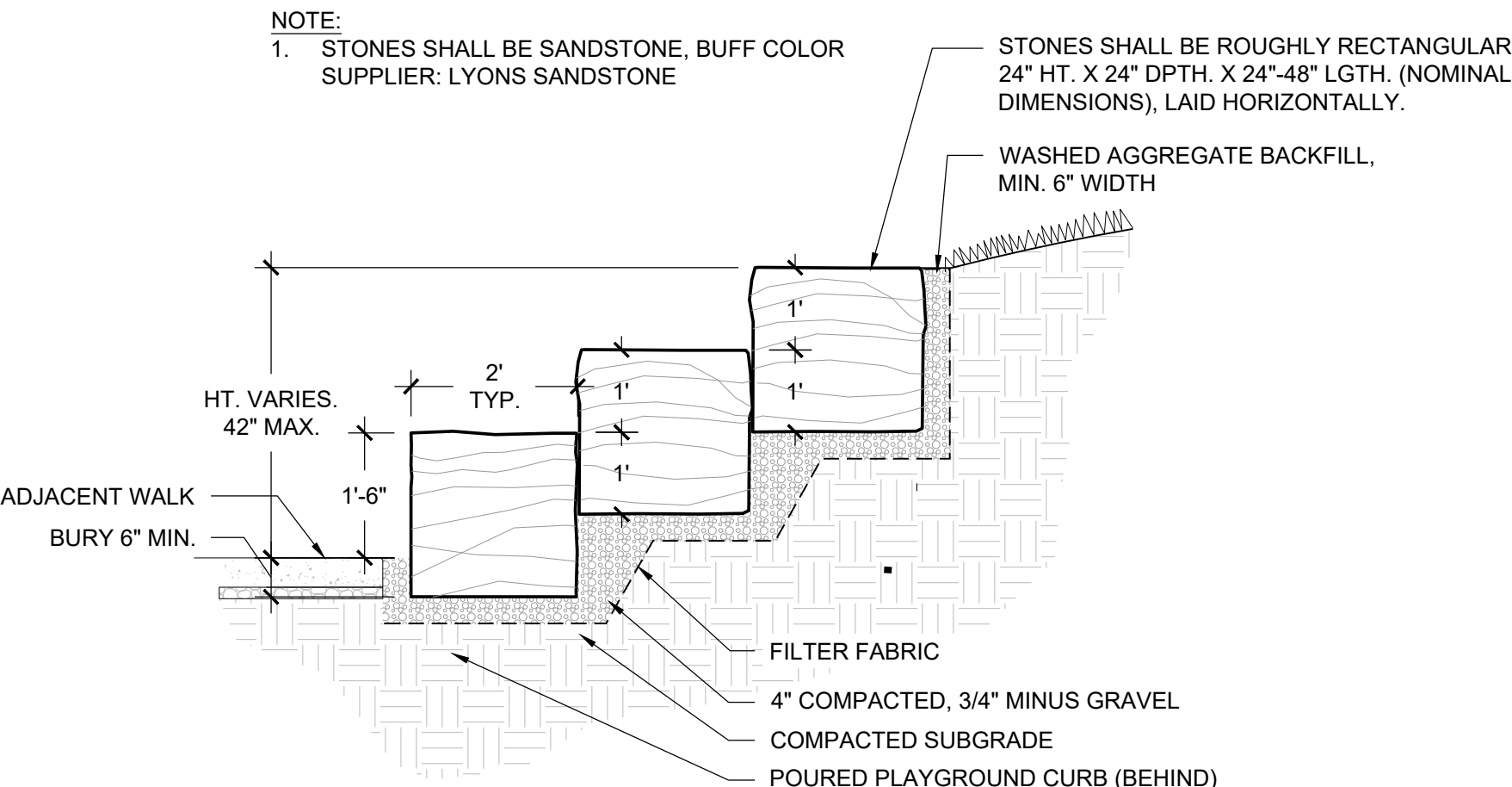
NOT TO SCALE

2 SINGLE STONE BENCH

NOT TO SCALE



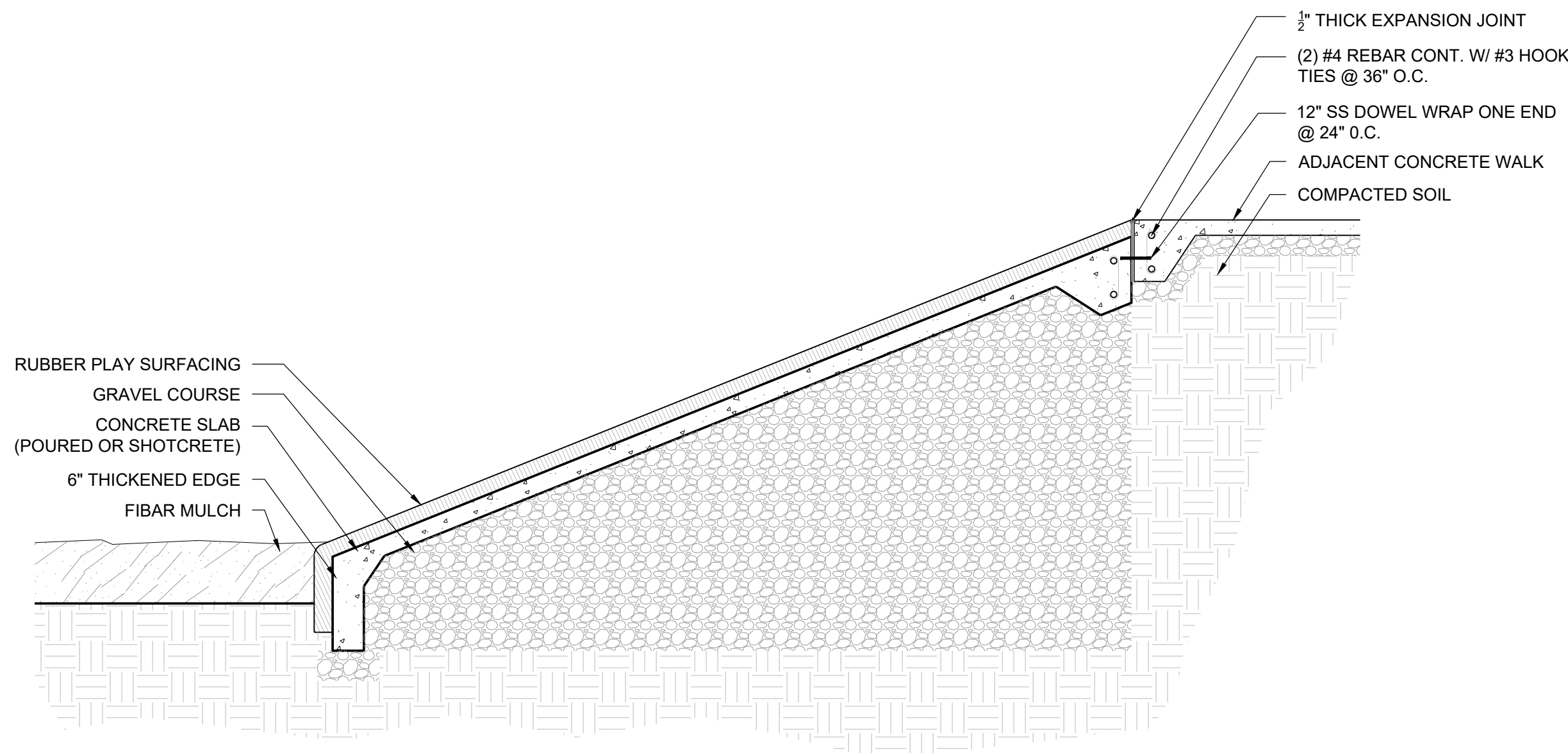
FRONT VIEW



SECTION

3 STONE SEATING @ MOUND

NOT TO SCALE



4 PLAYGROUND EMBANKMENT

NOT TO SCALE

Prepared For

E5X MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

Land Planning



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Engineering



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Englewood, CO 80112
Tel: 720.402.952
www.cvlinc.net
westwoodps.com

ANTHOLOGY
PARKER, COLORADO

PRELIMINARY LANDSCAPE PLANS

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Submittal Date: 3.15.2020
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Sheet Name

LANDSCAPE
DETAILS

Sheet Number

L3.9



Request for Town Council Action

Date: August 2, 2021

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **North Parker Road Operational Improvements**
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This item proposes to enter into Intergovernmental Agreements (IGA) with the Colorado Department of Transportation (CDOT) and Douglas County to codify outside funding commitments from these entities for a roadway capital improvement project known as the North Parker Road Operational Improvements.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the design phase for the North Parker Road Operational Improvements between Lincoln Avenue and E-470. The main goal of this project is to increase the travel lanes on Parker Road and improve vehicular mobility, which currently experiences heavy congestion during rush hour. Proposed improvements include widening and/or connecting current acceleration/deceleration lanes on Parker Road in both the northbound and southbound directions between Lincoln Avenue and E-470. The project also proposes to repurpose existing dedicated turning lanes to shared thru-turning lanes, providing additional capacity for thru traffic during peak hours. Improvements to pedestrian facilities in the corridor are also proposed, including a multi-use trail/sidewalk on the east side of Parker Road to connect the Baldwin Gulch Trail and the Pine Lane intersection, and expanded sidewalk north of Pine Lane adjacent to the Bowie property to connect to existing sidewalk to the north. Later phases of improvements will be needed to implement additional operational improvements on this stretch of Parker Road.

Staff is proposing to leverage outside funds from several entities in order to fund this project. This project was selected for funding through the Douglas County Subregion of the Denver Regional Council of Governments (DRCOG). The proposed funding is \$1.4M of Federal Congestion Mitigation and Air Quality Improvements (CMAQ) dollars and \$1.1M of state dollars for a total of \$2.5M. The Federal CMAQ funds are part of a national program available to local governments to address congestion issues and improve air quality in accordance with the Clean Air Act. The state funds are from the FASTER program, which is focused on

addressing roadway safety issues, and from the Multi-modal Options Fund (MMOF), which focuses on multi-modal transportation improvements such as the pedestrian improvements proposed with this project. Douglas County has also pledged an additional \$500,000 toward the construction cost, for a grand total of \$3M in outside funding for this project. The construction cost is currently estimated at approximately \$4M.

The IGAs with CDOT and Douglas County are necessary in order to codify these outside funding contributions. The Douglas County IGA is a straightforward document that is in line with previous IGAs agreed to between the Town and County. The CDOT IGA encompasses both the state and federal funding, and thus is much more complicated due to the requirements on a project receiving federal funding. Most of these requirements involve documentation of project elements and contractor policies and practices, some of which can be placed upon the contractor as a condition to the construction contract. Staff plans to utilize the consultant that will perform the construction administration to assist in compiling and tracking the remainder of the information.

This project is proposed to move into the final design phase later this summer. The Town anticipates that construction will begin in summer or fall of 2022, with project completion in 2023.

FINANCIAL IMPACT

The anticipated construction cost of the North Parker Road Operational Improvements is approximately \$4M. Outside funding of \$3M is proposed to be committed to this project (\$1.4M federal, \$1.1M state, \$500K Douglas County). The remainder of the construction cost would be the responsibility of the Town, anticipated to be approximately \$1M.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Conceptual Project Exhibit
2. Ordinance 9.336
3. Ordinance 9.337

RECOMMENDED MOTION

I move to approve Ordinance No. 9.336 on second reading.

I move to approve Ordinance No. 9.337 on second reading.



ORDINANCE NO. 9.336, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR PARKER ROAD OPERATIONAL IMPROVEMENTS PROJECT (LINCOLN AVENUE TO PINE LANE)

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Parker Road Operational Improvements Project (Lincoln Avenue to Pine Lane), which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR PARKER ROAD OPERATIONAL IMPROVEMENTS PROJECT (LINCOLN AVENUE TO PINE LANE)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, **2021**, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, the County and the Town desire to cooperate in advancing the construction associated with improving safety and traffic operations on Parker Road between Lincoln Avenue and Pine Lane, (the "Project"). Parker Road (State Highway 83) is a critical component of the region's transportation network and this Project will help to reduce congestion, improve safety and mobility for residents of the Town and County. The Project limits are shown in **Exhibit A**, which is attached hereto and incorporated by this reference; and

WHEREAS, the Parties agree to advance the Project in exchange for mutual commitments of the Parties hereto; and the Parties desire to share in the cost of the Project, described herein; and

WHEREAS, the Town is responsible for managing all aspects of Project, including providing project oversight during design, right-of-way acquisition and construction; and

WHEREAS, the Town is responsible for securing all funding necessary to design and construct the Project, except for the County's contribution; and

WHEREAS, through the Transportation Improvement Program (TIP) project selection process for the Douglas County Subregion Transportation Forum, the Denver Regional Council of Governments ("DRCOG") selected this Project to receive partial funding for constructing the Project. The Town estimates the Project will cost \$4 million to construct, and anticipates receiving a total of \$2,500,000 in a combination of State and Federal funds; and

WHEREAS, the County previously indicated their willingness to contribute financially to advance the Project at the time that the Town submitted a TIP application to DRCOG, and

WHEREAS, the County's only responsibility is for its voluntary contribution for a portion of the Project costs as identified in **Section 1**; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. County Contribution and Responsibilities. The County agrees to pay to the Town an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00), hereinafter referred to as the “County Contribution” for the purpose of constructing the Project. The County Contribution shall be used solely for paying for a portion of the cost to construct the Project. In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any additional work authorized by the Town or for any unforeseen project costs or claims.

The County agrees to open a Douglas County Purchase Order to the Town within thirty (30) days after execution of this Agreement; and the County agrees to pay the Town the County’s lump sum contribution within thirty (30) days after the County has received a written invoice from the Town containing a statement that the Town has selected a contractor for the Project and the Colorado Department of Transportation (CDOT) concurs with Town staff recommendation to award a construction contract, and intends to seek Town Council approval to award the contract.

If the Town elects to unilaterally increase the Project cost and its Project budget, it may do so; provided it does not include an increase in the County Contribution. The County Contribution may not be increased without both Parties executing an amendment to this Agreement prior to any additional expenditures in which the Town wants the County to participate.

2. Town Contribution and Responsibilities. The Town shall be responsible for managing all phases of the Project. Except as expressly provided in **Section 1**, (County Contribution and Responsibilities), the Town shall be responsible for all other project responsibilities and project costs, including changes to the initial scope of work or adding supplementary tasks in order to further advance the Project. The Town is responsible for completing the Project.

The Town will track Project monthly construction costs and will use this information to provide a summary of the total Project construction costs within thirty (30) days after completion or termination of the Project and provide a copy to County.

If the Project is terminated after construction has been initiated and prior to completion, then the Town will provide written notification to the County; and the Town shall refund the County a portion of the remaining unused construction funding; and this proportional refund amount shall be based on County Contribution being equivalent to twelve percent (12%) of the anticipate \$4 million needed to construct the Project. The Town shall refund the County within forty-five (45) days for the reason stipulated above.

3. Time of Performance. Upon execution of this Agreement, the Town shall diligently pursue award of the construction contract. The Town anticipates awarding a construction before **September 30, 2022** and anticipates the construction will be substantially completed before **October 31, 2023**.

4. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in **Section 1** of this Agreement in the event of a default by the other Party. In the event that the construction contract is delayed and does not commence before **May 31, 2023**, unless an extension is agreed to in writing by both Parties prior to **May 15, 2023**, the County may terminate this Agreement and the Town will give a full refund of any County Contribution received. This Section shall survive the termination of this Agreement.

5. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Parker: Town of Parker
 Attn: Director of Engineering / Public Works
 20120 E. Mainstreet
 Parker, Colorado 80138

Douglas County: Douglas County
 Attn: Director of Engineering Services
 100 Third Street
 Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

7. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their Commissioners, Councilmembers, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

8. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

9. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State

of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

12. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

13. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

146. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Remainder of page left blank.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

Kristin Randlett,
Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance

ORDINANCE NO. 9.337, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE STATE OF COLORADO ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION CONCERNING OPERATIONAL IMPROVEMENTS: LINCOLN AVENUE TO PINE LANE (PROJECT # C M039-007 (24455) & MTF M039-009 (24467))

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the State of Colorado acting by and through the Colorado Department of Transportation concerning Operational Improvements: Lincoln Avenue to Pine Lane (Project # C M039-007 (24455) & MTF M039-009 (24467)), which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Deputy Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Deputy Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1OLA #: 331002488
Routing #: 21-HA1-XC-00123**STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT****Signature and Cover Page**

State Agency Department of Transportation		Agreement Routing Number 21-HA1-XC-00123	
Local Agency TOWN OF PARKER		Agreement Effective Date The later of the effective date or June 03, 2021	
Agreement Description Operational Improvements: Lincoln Ave. to Pine Ln.		Agreement Expiration Date June 02, 2031	
Project # C M039-007 (24455) & MTF M039-009 (24467)	Region # 1	Contract Writer DZ	Agreement Maximum Amount \$3,450,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY TOWN OF PARKER Signature By: (Print Name and Title) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director Stephen Harelson, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed Signature By: (Print Name and Title) Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General Assistant Attorney General By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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EXHIBIT C, FUNDING PROVISIONS
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, the expiration of Multimodal Transportation Options Funding (“MMOF”) if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on June 02, 2031 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-

101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **"Budget"** means the budget for the Work described in **Exhibit C**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **"Consultant"** means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. **"Contractor"** means the general construction contractor hired by Local Agency to construct the Work.
- H. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- J. **"Evaluation"** means the process of examining Local Agency's Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- K. **"Exhibits"** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
- L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient.

- N. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. **“Initial Term”** means the time period defined in **§2.B**
- R. **“Multimodal Transportation Options Funding”** or **“MMOF”** means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund.
- S. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- T. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- U. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- V. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- W. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- X. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- Y. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- BB. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- DD. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **“Subcontractor”** means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- FF. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- GG. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.

II. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.
- iii. Construction
- If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for

contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant to the following categories:

- 1) Right of way acquisition (3111) for federal participation and non-participation;
- 2) Relocation activities, if applicable (3109);
- 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi**.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and

this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A** and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as

provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon

times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;

- c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire.
 - iii. Automobile Liability
Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
 - iv. Protected Information
Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - v. Professional Liability Insurance
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
 - vi. Crime Insurance
Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Additional Insured
- The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage
- Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation
- All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver
- All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates
- For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

- c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.
 - ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

 - a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.
 - b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.
 - c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.
 - d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.
 - e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.
- B. Local Agency's Remedies
- If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.
- 15. DISPUTE RESOLUTION**
- A. Initial Resolution
- Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.
- B. Resolution of Controversies
- If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as

described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Michael Kania, PE 1
CDOT Region 1
400 Inverness Pkwy, Suite 400
Englewood, CO 80112
303-512-5404
Michael.Kania@state.co.us

For the Local Agency

TOWN OF PARKER
Alex Mestdagh, Engineering Services Manager
20120 E. Main Street
Parker, CO 80138
303-805-3204
amestdagh@parkeronline.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights

or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. **Exhibit A**, Statement of Work.
- iv. **Exhibit D**, Local Agency Resolution.
- v. **Exhibit C**, Funding Provisions.
- vi. **Exhibit B**, Sample Option Letter.
- vii. **Exhibit E**, Local Agency Contract Administration Checklist.
- viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State.

Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due

under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program’s requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency’s DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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EXHIBIT A
STATEMENT OF WORK

Parker Road (SH83) -- Operational Improvements: Lincoln Ave. to Pine Ln.
Project: C-M039-007 & MTF-M039-009 - MMOF
SubAccount #: 24455 & 24467

This project is for the construction of intersection and roadway improvements including striping, signal modifications, construction and modification of multi-use paths, and lane adjustments from south of Lincoln Ave to north of Pine Lane.

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name: _____

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency), the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now \$0.00, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C – FUNDING PROVISIONS**C M039-007 (24455)
MTF M039-009 (24467) - MMOF****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$3,450,000.00, which is to be funded as follows:

1. BUDGETED FUNDS	
C M039-007 (24455)	
a. Federal Funds (80.00% of Participating CMAQ Funds)	\$1,400,000.00
b. Local Agency Matching Funds (20.00% of Participating CMAQ Funds)	\$350,000.00
c. State Funds (FASTER) (100%)	\$500,000.00
MTF M039-009 (24467) - MMOF	
d. State Funds (50.00% of MMOF Funds)	\$600,000.00
e. Local Agency Matching Funds (50.00% of MMOF Funds)	\$600,000.00
TOTAL BUDGETED FUNDS	
	\$3,450,000.00
2. OMB UNIFORM GUIDANCE	
a. Federal Award Identification Number (FAIN):	TBD
b. Federal Award Date:	See Below
c. Amount of Federal Funds Obligated:	\$0.00
d. Total Amount of Federal Award:	\$1,400,000.00
e. Name of Federal Awarding Agency:	FHWA
f. CFDA Number	CFDA 20.205
g. Is the Award for R&D?	No
h. Indirect Cost Rate (if applicable)	N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY	
a. Federal Funds Budgeted	\$1,400,000.00
b. State Funds Budgeted	\$1,100,000.00
c. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	
	\$2,500,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES	
C M039-007 (24455)	
a. Total Encumbrance Amount	\$2,250,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00
MTF M039-009(24467)	
c. Total Encumbrance Amount (Only CDOT funds are encumbered)	\$600,000.00
d. Less ROW Acquisition 3111 and/or ROW Relocation 3109	
Net to be encumbered as follows:	
	\$2,850,000.00
Note: Design and Construction funds are currently not available. Design and Construction funds will become available after execution of an Option Letter (Exhibit B) or formal amendment.	

WBS Element 24455.10.30	Performance Period Start*/End Date TBD	Design	3020	\$0.00
WBS Element 24455.20.10	Performance Period Start*/End Date TBD	Const.	3301	\$0.00
WBS Element 24467.10.30	Performance Period Start**/End Date N/A	Design	3020	\$0.00
WBS Element 24467.20.10	Performance Period Start**/End Date N/A	Const.	3301	\$0.00

*** C M039-007 (24455) the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.**

**** MTF M039-009 (24467) the Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.**

B. Matching Funds

C M039-007 (24455)

The matching ratio for the federal participating funds for this Work is 80% federal-aid funds to 20% Local Agency matching CMAQ funds, and 100% state funds for FASTER-S funds, it being understood that such ratios apply only to the \$2,250,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$2,250,000.00 and additional federal funds are made available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$2,250,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

MTF M039-009 (24467)

The matching ratio for the federal participating funds for this Work is 50% MMOF State funds to 50% Local Agency matching funds, it being understood that such ratios apply only to the \$1,200,000.00 that is eligible for State participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$1,200,000.00, and additional State funds are made available for the Work, the Local Agency shall pay 50% of all such costs eligible for State participation and 100% of all non-participating costs; if additional State funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$1,200,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

C M039-007 (24455)

The maximum amount payable to the Local Agency under this Agreement shall be \$1,900,000.00 (For CDOT accounting purposes, the federal funds of \$1,400,000.00, the Local Agency matching funds of \$350,000.00, and the state FASTER funds of \$500,000.00 will be encumbered for a total encumbrance of \$2,250,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

MTF M039-009 (24467)

The maximum amount payable to the Local Agency under this Agreement shall be \$600,000.00 (For CDOT accounting purposes, the State funds of \$600,000.00 will be encumbered, but the Local Agency matching funds of \$600,000.00 will NOT be encumbered), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. The total budget of this project is \$1,200,000.00. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT E - LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No. C-M039-007 / MTF-M039-009	STIP No. SDR6744/SR1550	Project Code 24455/24467	Region 01
Project Location Parker Rd. approx 500ft south of Lincoln Ave north to approx 1500ft north of Pine Lane			Date 5/14/2021
Project Description Construct pedestrian and traffic operational improvements, including a multiuse path			
Local Agency Town of Parker	Local Agency Project Manager Alex Mestdagh		
CDOT Resident Engineer David Herzog	CDOT Project Manager Michael Kania		

INSTRUCTIONS:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the *CDOT Local Agency Desk Reference (Local Agency Manual)*. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement). <i>Please write in "NA", if Not Applicable.</i>		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	x	X
	5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.3	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)	X x	# #
3,3A	5.4	Conduct Design Scoping Review Meeting	x	X
3,6	5.5	Conduct Public Involvement		X
3	5.6	Conduct Field Inspection Review (FIR)		X

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
4	5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5	5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
3	5.9	Obtain Utility and Railroad Agreements	X	
3	5.10	Conduct Final Office Review (FOR)	X	X
3A	5.11	Justify Force Account Work by the Local Agency	X	#
3B	5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
3	5.13	Document Design Exceptions - CDOT Form 464	X	#
3	5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.15	Ensure Authorization of Funds for Construction		X
	5.16	Electronic Signatures	X	
	5.17	Records Management	X	
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		N/A
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) David J Herzog CDOT Resident Engineer (Signature on File) 5/14/2021 Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist) "NA", if Not Applicable		N/A
3	6.4	Title VI Assurances	N/A	N/A
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	N/A	N/A
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
6,7	7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7	7.2	Advertise for Bids	X	#
7	7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7	7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7	7.5	Open Bids	X	
7	7.6	Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. <i>Please write in "NA", if Not Applicable.</i>		X
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. <i>"NA", if Not Applicable.</i>		X
		Submit required documentation for CDOT award concurrence	X	
	7.7	Concurrence from CDOT to Award		X
	7.8	Approve Rejection of Low Bidder		X
7,8	7.9	Award Contract	X	#
8	7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT				
8	8.1	Issue Notice to Proceed to the Contractor	X	#
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
		Pre-survey • Construction staking • Monumentation	X X	
		Partnering (Optional)	N/A	N/A
		Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	x	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	x	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	x	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Alex Mestdagh, Town of Parker 303-805-3204 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	x	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	x	
		Construction inspection and documentation	x	
		Fabrication Inspection and documentation	x	
9	8.6	Approve Shop Drawings	x	#
9	8.7	Perform Traffic Control Inspections	x	
9	8.8	Perform Construction Surveying	x	
9	8.9	Monument Right-of-Way	x	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Alex Mestdagh, Town of Parker 303-805-3204 Local Agency Representative Phone number	x	#
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	x	#
9B	8.12	Prepare and Authorize Change Orders	x	#
9B	8.13	Submit Change Order Package to CDOT	x	
9A	8.14	Prepare Local Agency Reimbursement Requests	x	
9	8.15	Monitor Project Financial Status	x	#
9	8.16	Prepare and Submit Monthly Progress Reports	x	#
9	8.17	Resolve Contractor Claims and Disputes	x	#
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. David Herzog 303-512-5402 CDOT Resident Engineer Phone number		x
9	8.19	Ongoing Oversight of DBE Participation		
MATERIALS				
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	N/A	N/A
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	x x	x
9C	9.3	Perform Project Acceptance Samples and Tests	x	
9C	9.4	Perform Laboratory Verification Tests	x	
9C	9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	x x x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
9C	9.6	Approve Sources of Materials	x	
9C	9.7	Independent Assurance Testing (IAT). Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	x x	x
9C	9.8	Approve mix designs • Concrete • Hot mix asphalt	x x	# #
9C	9.9	Check Final Materials Documentation	x	#
9C	9.10	Complete and Distribute Final Materials Documentation	x	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE				
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	x	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to CDOT EEO/Civil Rights Specialist	x	x
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	N/A	N/A
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	N/A	N/A
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	N/A	N/A
9	10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	N/A	N/A
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	N/A	N/A
FINALS				
	11.1	Conduct Final Project Inspection.(Resident Engineer or CDOT PM with mandatory Local Agency participation.) Resident Engineer initiates CDOT Form 1212 - Final Acceptance Report.		x
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	x	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	x
11	11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	x	
	11.9	(FHWA Form 47 discontinued)	N/A	N/A
	11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment	x	
	11.12	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.13	Retain Project Records	x	
11	11.14	Retain Final Version of Local Agency Contract Administration Checklist	x	x

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

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 sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR 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 Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. 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.
8. 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.
9. 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.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or 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 minorities and women.

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

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

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

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

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

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

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, 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 its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
- (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each 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 Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

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

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

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

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

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

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

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

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

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

- b. Where the prospective 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 Participants:

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

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

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

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

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

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.

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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 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 its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K
FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

	CDOT SUBRECIPIENT RISK ASSESSMENT	Date:		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No	N/A
EXPERIENCE ASSESSMENT		Yes	No	N/A
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT		Yes	No	N/A
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐
	b) What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3	☐
OPERATION ASSESSMENT		Yes	No	N/A
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	☐	☐	
FINANCIAL ASSESSMENT		Yes	No	N/A
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%	
9	Has your entity returned lapsed* funds? <i>*Funds "lapse" when they are no longer available for obligation.</i>	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  Tool Version: v2.0 (081816)			

**EXHIBIT M - OMB Uniform Guidance for Federal
Awards Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants foremployment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
- 1. 8.Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.



Request for Town Council Action

Date: August 2, 2021

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.338 - Second Reading**
A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District) have identified the Upper Jordan Road Tributary as a reach of major drainageway requiring rehabilitation to support existing and future Town growth. The Town and MHFD intend to partner in funding and managing the design and construction of the improvements by executing an intergovernmental agreement (IGA).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and MHFD have partnered previously to design and construct several major drainageway projects within the Town. This reach is located within the Bradbury Ranch development and has been identified as an area of concern for flood conveyance and long-term maintenance. The reach contains two in-line stormwater ponds and has experienced aggradation or sediment accumulation overtime as well as an immense growth of cattails causing a reduction in flood conveyance. Additionally, the elevation and design of the contributing storm outfalls are not conducive to long-term maintenance. This project is anticipated to propose the installation of channel improvements such as outfall forebays, channel widening for increased flood conveyance, selective relocation and dredging of cattail areas, and retrofitting of existing concrete storm structures. This IGA will fund the final design in 2021 and contribute partially towards construction funding in 2022.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan

and is included within the 2021 budget approved by Town Council. The 2021 contributions will fund final design as well as portions of the construction costs. Additional funds remaining from a 2007 joint project between the Town and MHFD will be contributed to this project as a special fund transfer. The Town and MHFD will amend this IGA to provide additional funding in 2022 necessary to meet the estimated construction costs as determined during final design.

2021 Design:

Town of Parker	\$300,000.00
MHFD	\$300,000.00
Special Fund Transfer	\$46,350.16

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



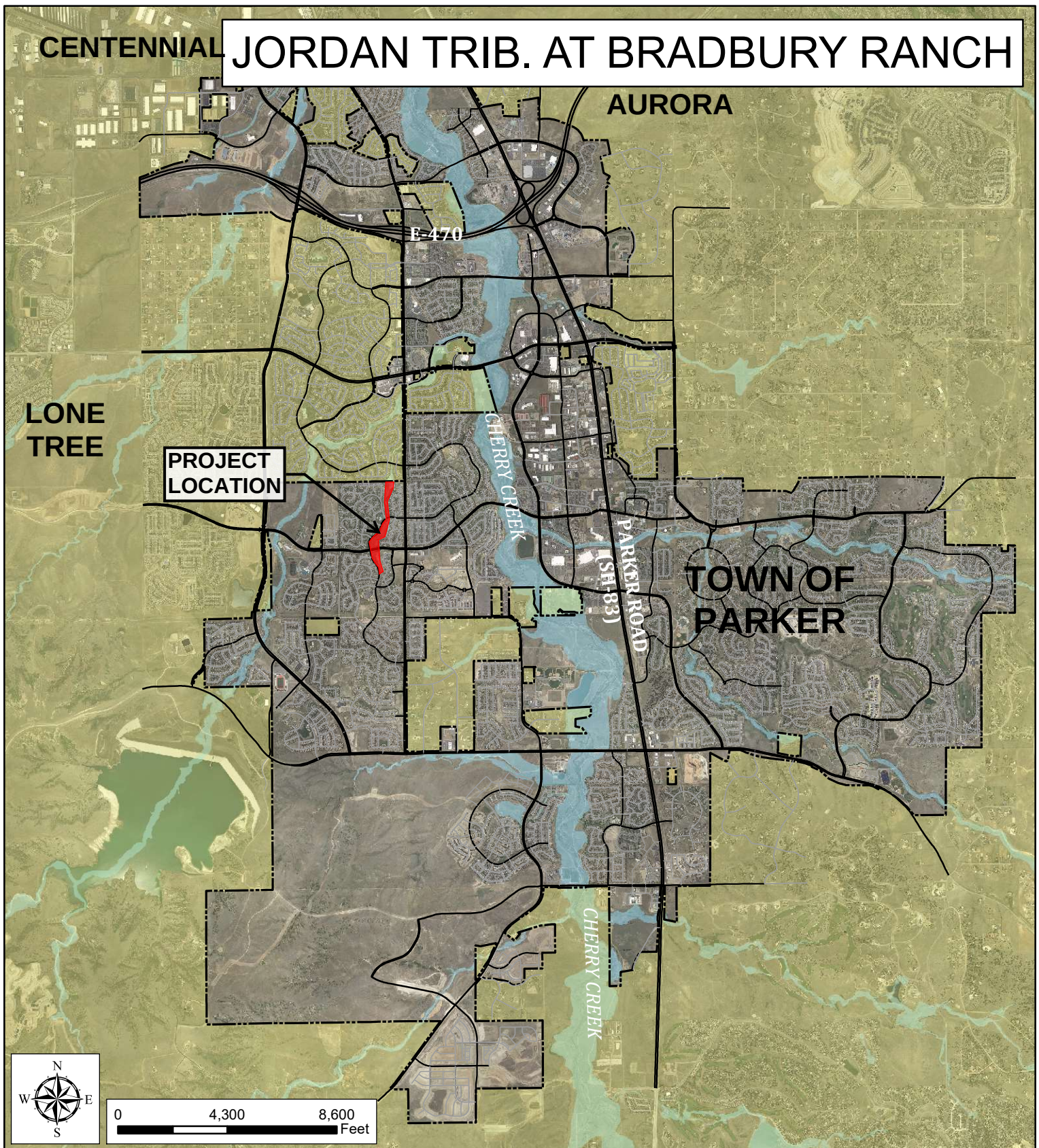
PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.338

RECOMMENDED MOTION

I move to approve Ordinance No. 9.338 on second reading.



Stormwater

- Inlet
- Inlet - by Others
- Outfall
- Outfall - by Others
- Manhole
- Manhole - by Others
- Storm Pipe
- Storm Pipe - by Others
- Culvert
- Culvert - by Others
- Channel or Swale
- Channel or Swale - by Others

- Drop or Check
- Drop or Check - by Others
- Streams
- Pond
- Pond - by Others
- Retention Pond
- Retention Pond - by Others

Other Features

- Floodway
- 100 Year Floodplain
- Riparian Conservation Zone
- Maintenance Regions
- Town Boundary

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.338, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR UPPER JORDAN ROAD AT BRADBURY RANCH (AGREEMENT NO. 21-05.17, PROJECT NO. 108522) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR UPPER JORDAN ROAD TRIBUTARY AT BRADBURY RANCH TOWN OF PARKER

Agreement No. 21-05.17
Project No. 108522

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin Gulch Major Drainage Plan" by Muller Engineering, dated 2015 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Upper Jordan Road Tributary at Bradbury Ranch, Town of Parker (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 67, Series of 2020) for drainage and flood control facilities in which PROJECT was included in the 2021 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2021 subsequent to public hearing (Resolution No.64, Series of 2020) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 40, Series of 2021); and

WHEREAS, the TOWN Commissioners of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. **SCOPE OF AGREEMENT**

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. **SCOPE OF PROJECT**

A. **Final Design.** PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend from approximately E. Mainstreet to Stonegate Parkway, as shown on Exhibit A.

- B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.
3. PUBLIC NECESSITY
- PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.
4. PROJECT COSTS AND ALLOCATION OF COSTS
- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$646,350.16 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 246,350.16
2. Construction *	\$ 400,000.00
3. Contingency	\$ -0-
Grand Total	\$ 646,350.16

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. At the request of TOWN, the following TOWN funds may be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Cherry Creek at Mainstreet

Agreement No. 07-01.19 Amount: \$46,350.16

- D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	46.4%	\$300,000.00
TOWN	53.6%	\$300,000.00
Special Fund Transfer		\$ 46,350.16
TOTAL	100.00%	\$646,350.16

MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (TOWN - \$346,350.16; DISTRICT - \$300,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to TOWN.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that TOWN owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld.

If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, TOWN shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as TOWN has taken reasonable action to stop those actions. In the event TOWN breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against TOWN for specific performance of this portion of the Agreement.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN upon request.
 - 4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to

construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.

5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings.. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Upper Jordan Road Tributary within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Upper Jordan Road Tributary within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be Public Works and Engineering Director, 20120 East Mainstreet, Parker, Colorado, 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agree to review all concept plans, preliminary

design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
27. GOVERNMENTAL IMMUNITIES
- PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.
28. INTENT OF AGREEMENT
- Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of TOWN, DISTRICT or any other entity not a party hereto.
29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES
- This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.
- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above.
All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act,
CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly
authorized signatories as of the date and year first above written.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly
authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD
CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

Date_____

ATTEST:

Town Clerk's Office

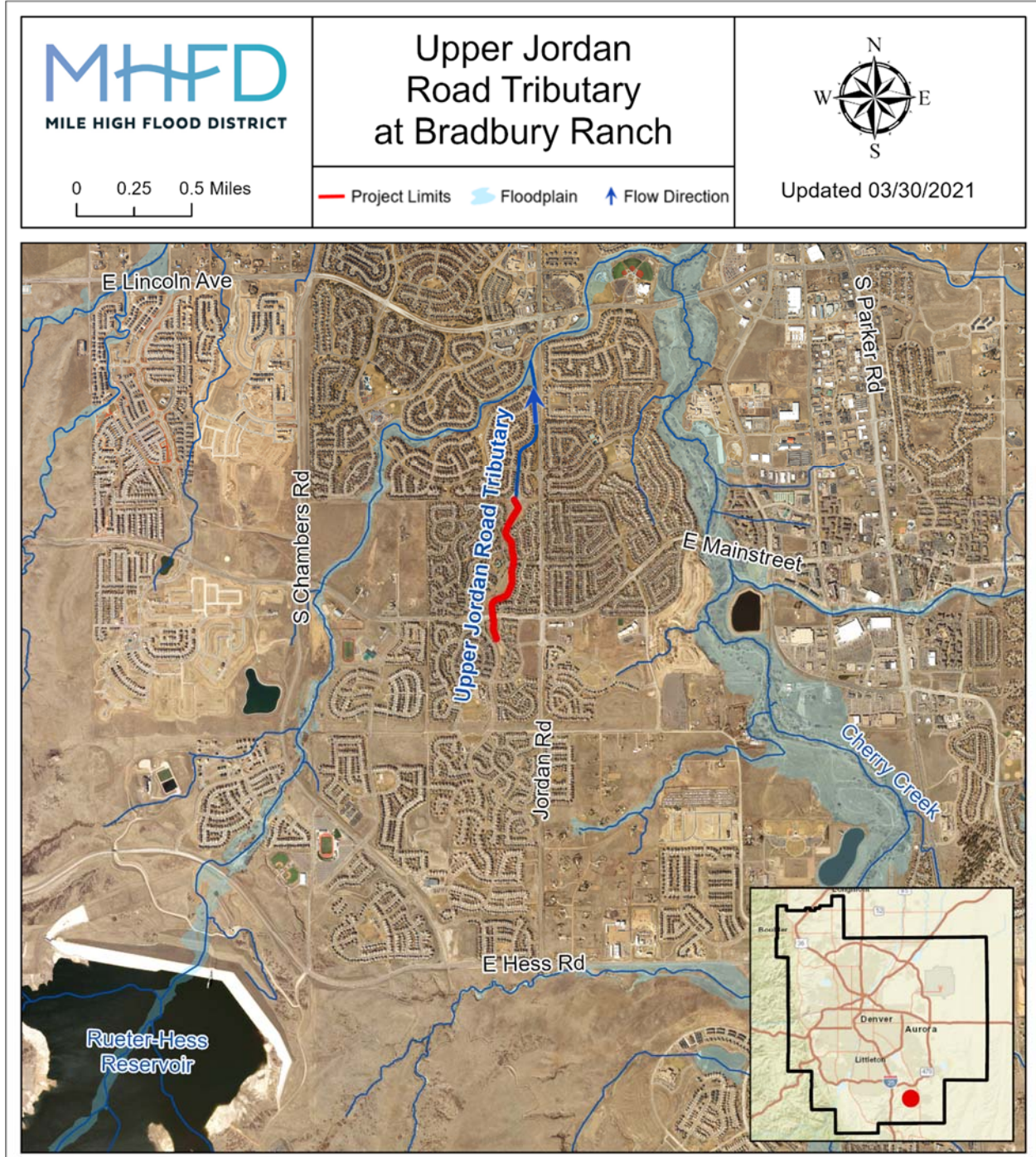
APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
UPPER JORDAN ROAD TRIBUTARY AT BRADBURY RANCH
TOWN OF PARKER

Agreement No. 21-05.17

Exhibit A





Request for Town Council Action

Date: August 2, 2021

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.339 - Second Reading**
A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District), and Douglas County have identified Newlin Gulch at Recreation Drive as a reach of major drainageway requiring repair and rehabilitation to support existing and future Town growth. The Town, MHFD, and Douglas County intend to partner in funding and managing the conceptual design of improvements for this reach by executing an intergovernmental agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD have partnered previously to design and construct several major drainageway projects within the Town. The reach of Newlin Gulch to be improved is adjacent to both the Parker Recreation Center and Challenger Park and includes the existing stream crossing of Recreation Drive. This reach is prone to flooding the surrounding parks, drive aisles, and parking lots during minor storm events due to a bottleneck downstream of the roadway crossing. This bottleneck has been exasperated as the system has aggraded over time, reducing the already limited capacity. A conceptual design will allow the Town, County, and MHFD to appropriately budget final design and construction dollars for future years in an effort to mitigate the bottleneck and expand the channel's capacity for conveyance.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan and is included within the 2021 budget approved by Town Council. The 2021 contributions will

fund the conceptual design and any remaining funds will be utilized towards final design. Once conceptual design has been completed, this IGA will be amended to provide funding from the County and additional funding from the Town and MHFD for final design and construction.

2021 Design:

Town of Parker \$100,000

MHFD \$100,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance 9.339

RECOMMENDED MOTION

I move to approve Ordinance No. 9.339 on second reading.

NEWLIN GULCH AT RECREATION DR.

CENTENNIAL

AURORA

MERIDIAN

PROJECT
LOCATION

LONE TREE

CHERRY CREEK

PARKER ROAD
(SH-83)

TOWN OF
PARKER

CHERRY CREEK



0 4,300 8,600
Feet

Stormwater

- Inlet
- Inlet - by Others
- Outfall
- Outfall - by Others
- Manhole
- Manhole - by Others
- Storm Pipe
- Storm Pipe - by Others
- Culvert
- Culvert - by Others
- Channel or Swale
- Channel or Swale - by Others

- Drop or Check
- Drop or Check - by Others
- Streams
- Pond
- Pond - by Others
- Retention Pond
- Retention Pond - by Others

Other Features

- Floodway
- 100 Year Floodplain
- Riparian Conservation Zone
- Maintenance Regions
- Town Boundary

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.339, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE (AGREEMENT NO. 21-05.23, PROJECT NO. 108504) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE

Agreement No. 21-05.23

Project No. 108504

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin Gulch Major Drainageway Plan" by Muller Engineering, dated 2015 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Newlin Gulch at Recreation Drive (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 67, Series of 2020) for drainage and flood control facilities in which PROJECT was included in the 2021 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2021 subsequent to public hearing (Resolution No. 64, Series of 2021) which includes funds for PROJECT; and

WHEREAS, DISTRICT'S Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 41, Series of 2021); and

WHEREAS, the TOWN Commissioners of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. **SCOPE OF AGREEMENT**

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. **SCOPE OF PROJECT**

A. **Final Design.** PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall at Newlin Gulch as Recreation Drive, as shown on Exhibit A.

B. **Construction.** PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$200,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 200,000
2. Construction *	\$ -0-
3. Contingency	\$ -0-
Grand Total	\$ 200,000

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$100,000
TOWN	50%	\$100,000
TOTAL	100%	\$200,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (TOWN - \$100,000; DISTRICT - \$100,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to TOWN.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that TOWN owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld.

If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its

use for drainage and flood control purposes pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, TOWN shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as TOWN has taken reasonable action to stop those actions. In the event TOWN breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against TOWN for specific performance of this portion of the Agreement.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN upon request.
 - 4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 - 5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.

6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings.. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.
9. MAINTENANCE
- PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN'S request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT'S annual Maintenance Work Program.
- DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.
10. FLOODPLAIN REGULATION
- TOWN agrees to regulate and control the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.
- PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.
11. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be Public Works and Engineering Director, 20120 E. Mainstreet, Parker, Colorado, 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

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It shall be at TOWN'S sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

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PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of TOWN, DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above.

All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD
CONTROL DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Checked By

Name Ken A. MacKenzie

Title Executive Director

Date _____

TOWN OF PARKER

Jeff Toborg, Mayor

Date _____

ATTEST:

Town Clerk's Office

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

By: _____
DOUGLAS J. DEBORD, County Manager

APPROVED AS TO FISCAL CONTENT:

ANDREW COPLAND, Director of Finance

APPROVED AS TO LEGAL FORM:

CHRIS PRATT, Assistant County Attorney

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NEWLIN GULCH AT RECREATION DRIVE

Agreement No. 21-05.23

Exhibit A

