

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
ALKIRE FARM RECHARGE

Owner:

Fort Collins Loveland Water District
5150 Snead Drive
Fort Collins, CO 80525

**General Manager
Chris Pletcher, P.E.**



Engineer & Project Manager (Owners' Representative):

Ditesco. LLC
2133 S Timberline Rd. STE 110
Fort Collins, CO 80525
Jeremy Goetsch, P.E.



CONTRACT DOCUMENTS
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ALKIRE FARM RECHARGE
FORT COLLINS LOVELAND WATER DISTRICT

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SECTION 00 10 00

INVITATION TO BID

Date: November 26th, 2025

The Fort Collins Loveland Water District (District), a quasi-municipal corporation and political subdivision of the State of Colorado is soliciting an Invitation to Bid from qualified General Contractors (GC) to provide construction services for the installation of new ditch laterals, excavation of recharge cells, slope and slope grading, and site restoration.

The Work is expected to commence in January 2026 and within the time as required by the General Conditions. Substantial Completion of the Work is required as specified in the Agreement.

Proposals shall be submitted in a single PDF file under 20MB and e-mailed to: jmartin@fclwd.com. Proposals must be received no later than the date and time listed in the table below and referenced as RFP: 260101 FCLWD Alkire Farm Recharge in the subject line. Late submittals or submittals delivered to the wrong location will not be accepted. The District expects to award a contract to the proposer who submits the proposal which, in the District's estimation, represents the best value to the District.

The following procurement schedule is tentative, and the District reserves the right to adjust this schedule.

SUBMISSION SCHEDULE	DATES/TIMES
Announcement	December 5 2025
Mandatory Prebid Conference	December 15 2025 at 10:00AM
Questions/Inquires Closed	December 19 2025 at 1:00PM
Last Addenda Issued	December 23 2025
Proposal Deadline	January 5 2026 at 1:00PM
Responsive Bidder Selected	January 9 2025

A MANDATORY prebid conference with representative bidders will be held at the said date and time above. The prebid conference will be held at the project site, located directly south of Crom Lake on Weld County Road 31.

All Bids must be in accordance with the Contract Documents provided herein. At said place and time, and promptly thereafter, all Bids that had been duly received will be reviewed.

The successful Bidder will be required to furnish a Performance Bond and Payment Bond guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

No Bid may be withdrawn within a period of forty-five days (45) after the date fixed for opening Bids.

The District reserves the right to act in its best interest and may terminate, modify, or suspend the process, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities of any submission. The District will not be obligated to any vendor as a result of this invitation to bid and is not obligated for any cost incurred whatsoever by vendors in the preparation of the proposal.

Fort Collins Loveland Water District,

Jason Martin
Construction Project Manager

SECTION 00 20 00

INSTRUCTION TO BIDDERS

1.0 DEFINED TERMS.

Terms used in these Instructions to Bidders are defined herein. The term "Bidder" means one who submits a Bid to OWNER, as distinct from a sub-bidder, who submits a Bid to Bidder. The terms "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid. No partial sets will be issued.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor his/her Representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. OWNER and its Representative, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.0 QUALIFICATION OF BIDDERS.

3.1. To demonstrate qualifications to perform the Work, each Bidder must submit at the time of the Bid a completed section 00 42 00 document including, a 1-2 page written statement of qualifications including a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is located.

3.2. The OWNER reserves the right to reject bids based on unsatisfactory or incomplete responses provided by the Bidder in response to the Statement of Bidders Qualifications. The District reserves the right to act in its best interest and may terminate, modify, or suspend the process, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities of any submission. The District will not be obligated to any vendor as a result of this RFP and is not obligated for any cost incurred whatsoever by vendors in the preparation of the proposal.

3.3. No Bid will be accepted from a Bidder who is engaged in any other Work which would impair his ability to perform or finance this Work.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in

any manner affect cost, progress or performance of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Engineer or Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.

5.0 INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Engineer or Owner's Representative. Interpretation or clarifications considered necessary in response to such questions will be issued only by Addenda. Questions received less than seven days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. All questions concerning the scope of this project or bidding requirements should be directed to the Engineer.

5.3. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or the Engineer.

5.4. Addenda will be posted to FCLWD's website.

6.0 CONTRACT TIME.

The contract shall be completed per Section 00 52 00 Article 4. Substantial completion shall be defined as all ditch installation, Parshall Flume installation, mechanical gate and stop gate installation, recharge cell excavation and site restoration. Final completion shall be defined as completion of all punch list items, clean up, and demobilization.

7.0 LIQUIDATED DAMAGES.

Liquidated Damages shall be \$1,000.00 per day; each and every calendar day that the project is not substantially complete. Liquidated Damages shall be \$500.00 per day; each and every calendar day that the project is not finally complete and accepted.

8.0 BID FORM

8.1. A copy of the Bid Form is contained herein.

8.2. Bid Forms must be complete in ink or typed. All lump sum prices on the form must be stated in clearly legible numerals. Unit prices shall govern over extensions of sums.

8.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other appropriate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the corporate name.

8.4. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

8.5. Bids by joint venture shall be signed by each participant in the joint venture or by an authorized agent of each participant. The full name of each person or company interested in the Bid shall be listed on the Bid Form.

8.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8.7. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, OWNER may require the Bidder to identify any alteration so initialed.

8.8. The address and telephone number for communications regarding the Bid shall be shown.

9.0 BID PRICING.

Bids must be priced as set forth in the Bid Schedule.

10.0 SUBMISSION OF BIDS.

10.1 Bids shall be submitted as indicated in the cover letter to this section on page 2 of 1.

10.2. Oral, telephonic, telegraphic, or facsimile Bids are invalid and will not receive consideration.

10.3. No Bidder may submit more than one Bid *on any schedule*. Multiple Bids under different names will not be accepted from one firm or association.

11.0 OPENINGS OF BIDS.

Bids will be opened and (unless obviously non-responsive) reviewed as indicated in the Invitation to Bid. An abstract of the amounts of the Bids and major alternates (if any) may be made available after the opening of Bids at the Owner's discretion.

12.0 BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE.

All Bids shall remain open for thirty (30) days after the day of the Bid Opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

13.0 AWARD OF CONTRACT.

13.1. OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.2. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

13.3. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder's proposed Subcontractors, Suppliers and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

13.4. If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty (30) days after the date of the Bid opening.

14.0 SIGNING OF AGREEMENT.

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER including required insurance forms. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification (as applicable).

15.0 RETAINAGE.

The OWNER will withhold 5% retainage from each payment (up to 5% of the total contract amount as amended) until the project is finally accepted.

16.0 SUSPENSION OF CONTRACT

The OWNER reserves the right to suspend the contract by 10 day written notice to the Contractor in the event weather or other instances delay efficient progress of the work. In the event work is suspended, the Contractor shall resume work through a separate Owner initiated notice to proceed and maintain all prices set forth in the bid schedule.

SECTION 00 30 00

BID FORM

PROJECT: Alkire Farm Recharge

Place: Pierce, CO 80650

Date: _____

1. In compliance with your Invitation to Bid dated _____, and subject to all conditions thereof, the undersigned _____ a ****(Corporation, Limited Liability Company, Partnership, Joint Venture, or Sole Proprietor)**** authorized to do business in the State of Colorado hereby proposes to furnish and do everything required by the Contract Documents to which this refers for the construction of all items listed on the following Bid Schedule or Bid Schedules.
2. The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons Bidding for the same Work, and that it is made in pursuance of and subject to all the terms and conditions of the Invitation to Bid and Instructions to Bidders, the Agreement, the detailed Specifications, and the Drawings pertaining to the Work to be done, all of which have been examined by the undersigned.
3. All the various phases of Work enumerated in the Contract Documents with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the CONTRACTOR under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
4. Payment for Work performed will be in accordance with the Bid Schedule or Bid Schedules subject to changes as provided in the Contract Documents.
5. The undersigned Bidder hereby acknowledges receipt of Addenda No. _____ through _____.

CONTRACTOR

By: _____

Title: _____

Date: _____

ADDRESS: _____

BID SCHEDULE

Alkire Farm Recharge Pond Project Bid Schedule

Item	Description	Unit	Quantity	Unit Cost	Extension
1	Mobilization/Demobilization (Equip., Mobe & Demobe, Bond, Insurance)	LS	1		
2	Clearing, Grubbing, Onsite Stockpiling, Public/Private Utility Locates	LS	1		
3	Recharge Channel, recharge cell influent channel, associated slide gates, flumes, and stop gates	LS	1		
4	Cross-cut channel, associated slide gates, flumes, and stop gates	LS	1		
5	Recharge Cells, complete in place	LS	1		
6	Seeding/Erosion Control	LS	1		
7	Pond Excavation – Force Account, as directed by the Owner	FA	1	\$30,000	
TOTAL BID (in US Dollars \$)					
TOTAL BID (written out in words)					

Note: LS = Lump Sum
FA = Force Account

PRICES

The foregoing prices shall include all management, labor, materials, transportation, removal, installation, overhead, profit, insurance and all other elements necessary, to cover the complete Work in place of the several kinds called for.

Bidder acknowledges that the OWNER has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement. In the event that construction quantities be adjusted by in excess of twenty-five (25) percent, adjustments to the unit price may be requested.

RESPECTFULLY SUBMITTED:

Signature

Date

Title

License Number (If Applicable)

(Seal - if Bid is by corporation)

Attest: _____

Address _____

Telephone _____

SECTION 00 42 00

STATEMENT OF BIDDERS QUALIFICATIONS

- 1. Contractor or Specialty Subcontractor must have satisfactorily completed at least two (2) similar projects including hydraulic structures, grading, excavation, and site restoration with similar scope in the past 5 years.
- 2. Contractor or Specialty Subcontractor's on-site supervisor shall be a current full-time employee with at least three (3) years of supervisory experience in referenced construction.
- 3. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

A. Name of Bidder: _____

B. Permanent main office address: _____

C. When organized: _____

D. If a corporation, where incorporated: _____

E. General character of Work performed by your company: _____

F. Does your company conform to the requirements detailed in sections 1 and 2 above? _____

Have you ever failed to complete any Work awarded to you? _____

G. If so, where and why? _____

H. Have you ever defaulted on a contract? _____

I. If so, where and why? _____

J. Are you debarred by any government agency? _____

K. If yes list agency name. _____

L. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed, location and type of construction. _____

M. Are any lawsuits pending against you or your firm at this time? _____

If yes, DETAIL _____

N. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the OWNER in verification of the recital comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20__.

Company: _____

By: _____ Printed: _____

Title: _____

State of _____

County of _____

_____ being duly sworn deposes and says that he

is of _____ of _____

(Name)

(Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

_____ (Seal)

Notary Public

My commission expires: _____.

SECTION 00 50 00

AGREEMENT FORMS

- 00 51 00 Notice of Award
- 00 52 00 Agreement
- 00 53 00 Notice to Proceed

SECTION 00 51 00

NOTICE OF AWARD

Owner: Fort Collins Loveland Water District (FCLWD)

Date of Issuance:

Engineer: Ditesco

Owner's Contract No.: 260101

Project: Alkire Farm Recharge

Engineer's Project No.: 21-01-01

Bidder: _____

Bidder's Address: _____

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The full Work as described in the contract documents for the Alkire Farm Recharge Project.

The Contract Price of the awarded Contract is: \$_____ (Subject to Unit Prices).

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[3]** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Fort Collins Loveland Water District

Authorized Signature

By: _____

Title: _____

the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are additive and will be imposed concurrently and cumulatively.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment (submitted by the 1st of the month for Work completed as of the 25th of the previous month) on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate as defined by the Prime Rate as published by the Wall Street Journal per annum. Said interest will only be due after Contractor provides Owner/Engineer ten days written notice of non-payment.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 2 to 9, inclusive).
 - 2. Performance AND payment bonds (pages 12 to 17, inclusive).
 - 3. General Conditions: Not attached.
 - 4. Supplementary Conditions: Not attached.
 - 5. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: Alkire Farm Recharge Pond.
 - 6. Addenda: Not attached.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Section 00 30 00 Sheets 7 to 9, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Fort Collins Loveland Water District _____

CONTRACTOR:

By:

By:

Title:

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:

Title: _____

Title:

Address for giving notices:

Address for giving notices:

Fort Collins Loveland Water District (FCLWD)

5150 Snead Drive

Fort Collins, CO 80525

License No.:

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

SECTION 00 60 00

BONDS AND CERTIFICATES

00 61 00	Performance Bond
00 61 50	Payment Bond
00 63 00	Certificate of Insurance
00 63 50	Certificate of Substantial Completion
00 64 00	Certificate of Final Acceptance
00 65 00	Lien Waiver Release (Contractor)
00 66 00	Consent of Surety

SECTION 00 61 00

PERFORMANCE BOND

CONTRACTOR:

SURETY:

OWNER:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Fort Collins Loveland Water District – Alkire Farm Recharge Pond

BOND

Bond Number:

Date:

Amount:

Modifications to this Bond Form: None: See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00 61 50

PAYMENT BOND

CONTRACTOR:

SURETY:

OWNER:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Fort Collins Loveland Water District – Alkire Farm Recharge Pond

BOND

Bond Number:

Date:

Amount:

Modifications to this Bond Form: None: See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first

occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

SECTION 00 63 00

CERTIFICATE OF INSURANCE

CONTRACTOR shall insert his own standard form for Certificate of Insurance.

SECTION 00 63 50

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

SECTION 00 64 00

CERTIFICATE OF FINAL ACCEPTANCE

Date: _____

TO: _____

Gentlemen:

You are hereby notified that on the ____ day of _____, the Tri-Districts have accepted the Work completed by _____ for the Alkire Farm Recharge Pond.

A check is attached hereto in the amount of \$_____ as Final Payment for all Work done, subject to the terms of the Contract Documents which are dated _____.

Sincerely,

OWNER: Fort Collins Loveland Water District

By: _____

Title: _____

ATTEST:

Title: _____

SECTION 00 65 00

LIEN WAIVER RELEASE (CONTRACTOR)

TO: _____ (OWNER)

FROM: _____ (CONTRACTOR)

PROJECT: Alkire Farm Recharge Pond

1. The CONTRACTOR acknowledges having received payment, except retainage from the OWNER for all work, labor, skill and material furnished, delivered and performed by the CONTRACTOR for the OWNER or for anyone in the construction, design, improvement, alteration, addition or repair of the above described project.
2. In consideration of such payment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CONTRACTOR voluntarily waives all rights, claims and liens, including but not limited to, mechanic's liens, Miller Act claims (40 U.S.C.A. 270 a and b), stop notices, equitable liens and labor and material bond rights which the CONTRACTOR may now or may afterward have, claim or assert for all and any work, labor, skill or materials furnished, delivered or performed for the construction, design, improvement, alteration, addition or repair of the above described project, against the OWNER or its officers, agents, employees or assigns, against any fund of or in the possession or control of the OWNER, against the project or against all land and the buildings on and appurtenances to the land improved by the project.
3. The CONTRACTOR affirms that all work, labor and materials, furnished, delivered or performed to or for the construction, design, improvement, alteration, addition or repair of the project were furnished, delivered or performed by the CONTRACTOR or its agents, employees, and servants, or by and through the CONTRACTOR by various Subcontractors or materialmen or their agents, employees and servants and further affirms the same have been paid in full and have released in full any and all existing or possible future mechanic's liens or rights or claims against the project or any funds in the OWNER'S possession or control concerning the project or against the OWNER or its officers, agents, employees or assigns arising out of the project.
4. The CONTRACTOR agrees to defend and hold harmless the OWNER, the lender, if any, and the Surety on the project against and from any claim hereinafter made by the CONTRACTOR'S Subcontractors, materialmen, employees, servants, agents or assigns against the project or against the OWNER or its officers, employees, agents or assigns arising out of the project for all loss, damage and costs, including reasonable attorneys fees, incurred as a result of such claims.
5. The parties acknowledge that the description of the project set forth above constitutes and adequate description of the property and improvements to which this Lien Waiver Release pertains. It is further acknowledged that this Lien Waiver Release is for the benefit of and may be relied upon by the OWNER, the lender, if any, and Surety on any labor and material bonds for the project.

Signed this _____ day of _____, 20_____.

CONTRACTOR

By: _____

Title: _____

ATTEST:

Secretary

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this _____ day of _____, 20_____, by _____

Witness my hand and official seal.

My Commission Expires: _____.

Notary Public

SECTION 00 66 00

CONSENT OF SURETY

TO: Fort Collins Loveland Water District (FCLWD)
(hereinafter referred to as the "OWNER")

CONTRACTOR: _____

PROJECT: Alkire Farm Recharge Pond

CONTRACT DATE: _____

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, for _____
bond of (Surety) _____
hereby approves of the Final Payment to the CONTRACTOR, and agrees that Final Payment to the CONTRACTOR shall not relieve the Surety Company of any of its obligations to the OWNER, as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this ____ day of _____, 20__.

(Surety Company)

By: _____

ATTACH: Power of Attorney and Certificate of Authority of Attorney(s)-in-Fact.

SECTION 00 70 00

**GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

These GENERAL CONDITIONS have been developed using the STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT prepared by the Engineers Joint Contract Documents Committee, EJCDC® 2013 Edition, as a base. Changes to that document are shown by underlining text that has been added and striking through text that has been deleted.

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Legal Holidays* - Shall be those holidays observed by the City of Fort Collins.

25. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
26. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
28. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
29. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
30. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
31. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
32. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
33. *Regular Working Hours* – Regular working hours are defined as 7:00am to 6:00pm unless otherwise specified in the General Requirements.
34. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
35. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
36. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
37. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
38. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

39. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
40. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
41. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
43. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
47. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - a. In no case will a schedule be acceptable which allows less than 21 calendar days for each review by Engineer.
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. ~~At least 10 days before submission of the first Application for Payment,~~ Before any work at the site begins, a conference attended by Contractor, Engineer, and others as ~~appropriate~~ designated by Owner, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A and Division 1 – General Requirements. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual

knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
 - 1) In the event of conflicting or ambiguous provisions within the Contract Documents, specifications will take precedence over the drawings and addenda will take precedence over both. Notwithstanding the foregoing, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive. On all drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk.

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and

binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- ~~B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, ~~promptly~~ immediately after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, ~~promptly~~ immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor ~~shall~~ may be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

- ~~1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
- ~~2. Technical Data contained in such reports and drawings.~~

- ~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
 - ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
 - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); ~~and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F.~~ If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set off against payments to account for the associated costs.
- ~~F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.~~

- G. ~~If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.~~
- H. ~~If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.~~
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract.

Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. ~~Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by~~

~~Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.~~

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both

ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- ~~A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis,~~

~~in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

- ~~1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."~~
- ~~2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.~~
- ~~3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.~~
- ~~4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).~~
- ~~5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).~~
- ~~6. extend to cover damage or loss to insured property while in transit.~~
- ~~7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.~~
- ~~8. allow for the waiver of the insurer's subrogation rights, as set forth below.~~
- ~~9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.~~
- ~~10. not include a co-insurance clause.~~

- ~~11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.~~
- ~~12. include performance/hot testing and start-up.~~
- ~~13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.~~
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 20 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- ~~E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.~~
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. ~~All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance~~

~~held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.~~

- B. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:~~
 - 1. ~~loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
 - 2. ~~loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.~~
- C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.~~
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld. Contractor shall submit requests to the Engineer no less than 48 hours in advance of any Work to be performed on Saturday, Sunday, Holidays, or outside the working hours.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or

equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent

possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Contractor shall perform not less than 20 percent of the Work with its own forces (that is, without subcontracting). The 20 percent requirement shall be understood to refer to the Work the value of which totals not less than 20 percent of the Contract Price.
- E. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- F. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance ~~of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation.~~ Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- ~~G. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement. It is a condition of the Contract to require the use of the named subcontractors, suppliers, or other persons or organization on the Work unless prior written approval is obtained from Owner and Engineer.~~
- H. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- I. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- J. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- K. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- L. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- M. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- N. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- O. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- P. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations. Owner or Engineer may furnish to any subcontractor, supplier or other person or organization evidence of amounts paid to Contractor in accordance with Contractor's "Applications for Payment".

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
 - 1. Owner is exempt from Colorado State and local sales and use taxes on materials to be permanently incorporated into the project. Said taxes shall not be included in the Contract Price.
 - 2. Contractor must apply for, and receive, a Certificate of Exemption from the Colorado Department of Revenue for construction materials to be physically incorporated into the project. This Certification of Exemption provides that the Contractor shall neither

pay nor include in their Bid, Sales and Use Taxes on those building and construction materials physically incorporated into the project.

a. Address:
Colorado Department of Revenue
State Capital Annex
1375 Sherman Street
Denver, Colorado, 80261

3. Sales and Use Taxes for the State of Colorado, Regional Transportation District (RTD) and Certain Colorado counties are collected by the State of Colorado and are included in the Certification of Exemption.
4. All Applicable Sales and Use Taxes (including State collected taxes), on any item other than construction and building materials physically incorporated into the project are to be paid by Contractor and are to be included in appropriate bid items.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available

to Engineer for reference. Upon completion of the Work, and prior to release of final payment, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's

Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In

response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, ~~provided Contractor makes no reasonable objection to the replacement engineer.~~ The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

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

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- ~~A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.~~

9.07 Change Orders

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- ~~A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.~~

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means,

methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraphs 10.03 and 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in ~~the Supplementary Conditions~~ paragraph 10.03 of these General Conditions. If the Engineer furnishes a Resident Project Representative (RPR) or other assistants, or if the Owner designates a Representative or agent, all as provided in paragraph 10.03 of the General Conditions, these Representatives shall have the authority and limitations as provided in paragraph 10.03 of the General Conditions and shall be subject to the following:
1. The Representative's dealings in matters pertaining to the on-site work will, in general, be with the Engineer and Contractor. But, the Representative will keep the Owner properly advised about such matters. The Representative's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor.
 2. Duties and Responsibilities. Representative will:
 - a. Schedules – Review the progress schedule and other schedules prepared by the Contractor and consult with the Engineer concerning acceptability.
 - b. Conferences and Meeting – Attend meeting with the Contractor such as preconstruction conferences, progress meetings and other job conferences and prepare and circulate copies of minutes of meetings.
 - c. Liaison
 - 1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent to assist the Contractor in understanding the Contract Documents.
 - 2) Assist in obtaining from Owner additional details or information, when required, for proper execution of the work.
 - 3) Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the Engineer.
 - d. Review of Work, Rejection of Defective Work, Inspection, and Tests
 - 1) Conduct on-site observations of the Work in progress to assist the Engineer in determining that the work is proceeding in accordance with the Contract Documents.
 - 2) Report to the Engineer whenever the Representative believes that the work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the Engineer

- when the Representative believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.
- e. Interpretation of Contract Documents - Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarification and interpretation of the Contract Documents as issued by the Engineer.
 - f. Modifications – Consider and evaluate Contractors suggestions for modification in Drawings or Specifications and report these recommendations to the Engineer. Accurately transmit to Contractor decisions issued by the Engineer.
 - g. Records
 - 1) Maintain at the Representative’s office orderly files concerning correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional drawings issued subsequent to the execution of the Agreement, Engineer’s clarifications and interpretations of the Contract Documents, progress reports and other project documents.
 - 2) Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of work directive changes, Change Orders, or changed conditions, list the job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; send copies to the Engineer.
 - 3) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 - h. Reports
 - 1) Furnish Engineer periodic reports, as required, of the progress of the Work and of the Contractor’s compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - 2) Consult with Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
 - 3) Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and recommend to Engineer Change Orders, Work Directive Changes and field orders.
 - 4) Report immediately to Engineer and Owner the occurrence of any accident.
 - i. Payment Requests – Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - j. Completion

- 1) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring correction or completion.
 - 2) Conduct final inspection in the company of the Engineer, Owner, and Contractor and prepare a final list of items to be corrected or completed.
 - 3) Observe that all items on the final list have been corrected or completed and make recommendations to Engineer concerning acceptance.
3. Limitation of Authority: The Representative shall not:
- a. Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by the Engineer.
 - b. Exceed limitations of Engineer's authority as set forth in the contract documents.
 - c. Undertake any of the responsibilities of the Contractor, Subcontractor, or Contractor's superintendent.
 - d. Advise on, or issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
 - e. Advise on, or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. Accept Shop Drawings or sample submittals from anyone other than the Contractor.
 - g. Authorize Owner to occupy the work in whole or in part.
 - h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Engineer.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such

decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3)

other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. By the execution of a Change Order, a Work Change Directive or Written Agreement, Owner and Contractor expressly acknowledge and agree that said Change Order, Work Change Directive or Written Agreement provides for a fair and equitable adjustment in the Contract Price and/or Contract Times for the additions, deletions, or revisions in the Work as authorized by said Change Order, Work Change Directive or Written Agreement. Owner and Contractor further expressly acknowledge and agree that claims for adjustments to the Contract Price and/or Contract Times covered by a Change Order, Work Change Directive or Written Agreement are not valid.
- C. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and believe the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on

the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements

approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.
 4. Contractor acknowledges that the Owner has the right to add or delete items in the Bid or change quantities at Owner's sole discretion without affecting the Contract Price of any remaining item so long as the deletion or addition does not exceed twenty-five percent of the original total Contract Price.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation

of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. Any funds that are withheld by the Owner shall not be subject to substitution by the Contractor with securities or any arrangements involving an escrow or custodianship. By executing the application for payment form the Contractor

expressly waives his right to the benefits of Colorado Revised Statutes, Section 24-91-101, et seq.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and

Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers. Releases or waivers of liens and the consent of the surety to finalize payment are to be submitted on forms conforming to the format of the Owner's standard forms bound in the Project manual.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final

payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor subject to paragraph 18.07.A.2 of these General Conditions.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within ~~one~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced.

Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.

- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2)

Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located. The laws of the State of Colorado apply to this agreement. Reference to two pertinent Colorado statutes are as follows:
 1. Colorado Revised Statutes (CRS 8-7-101) require that Colorado labor be employed to perform the Work to the extent of not less than 80 percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the project. Colorado labor means any person who is a bona fide resident of the State of Colorado at the time of employment, without discrimination as to race, color, creed, age, religion, or sex.
 2. If a claim is filed, Owner is required by law (CRS 38-26-107) to withhold from all payments to Contractor sufficient funds to insure the payment of all claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or his subcontractors in or about the performance of the Work. Such funds must be withheld until said claims have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person

filing such a claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with the Owner. At the expiration of such ninety (90) day period, Owner shall pay to Contractor such moneys and funds as are not the subject of suit and lis pendens notices, and shall retain only sufficient funds to insure the payment of judgments which may result from the suit.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 80 00
SUPPLEMENTARY CONDITIONS

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. Insurance.

1. During the term of this Agreement, Contractor shall purchase and maintain, at its own cost and expense, the following:
2. Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence;
3. Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate;
4. Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations aggregate; and \$2,000,000 general aggregate;
5. Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the work under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage;
6. For above ground construction Task Orders, unless otherwise set forth therein, builder's risk insurance for protection against damage, explosion, fire, vandalism, theft and other dangers ordinarily included under such coverage, including loss of use resulting therefrom, to the full insurable value of all property, structures, equipment and material of the District within the Contractor's control, designating District as a "loss payee" to the extent of District's interest thereunder; and
7. The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.
8. The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.
9. The District, its directors, officers, employees, Project Manager, and any additional entities expressly identified in the Task Order shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed performance and/or operations for a period of two (2) years, and (ii) automobile liability policy.

10. The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the District, its directors, officers, agents, and employees.
11. All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the District and its directors, officers, agents, and employees. Any insurance maintained by the District and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.
12. Prior to commencement of work under any Task Order, Contractor shall provide certificates of insurance satisfactory to the District that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). Contractor agrees that, until the District is supplied with Certificates of Insurance, no payment under this Agreement will be made by the District. Contractor will provide the District with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the District to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor from its responsibility to provide the specific insurance coverages set forth herein.
13. In the event any portion of the work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of such work, which liability is not covered by the subcontractor's insurance policies.
14. The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the District, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the District no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 23 and provide Certificates of Insurance evidencing the same to the District.
15. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Fort Collins Loveland Water District, and Ditesco.

SC-6.06.A. Replace the second sentence of Section 6.06.A. with the following sentence:

Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused to the extent payment is received under such policies of insurance.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Mediation

A. Each Party has the option to mediate any dispute between Contractor and Owners relating to this Agreement or the Limited Warranty provided by Contractor, which includes any dispute about whether the dispute should be mediated, through mediation by the American Arbitration Association or another arbitrator mutually agreeable to between the Parties. Contractor and Owners will each make reasonable efforts in the mediation to resolve the dispute through a mutual agreement. If either Party files a lawsuit against or naming the other Party, the other Party will have until the date its/their answer or other responsive pleading is due in the lawsuit to notify the Party bringing the lawsuit that the other Party will exercise the mediation option. Each Party will bear their own attorney fees and costs in the mediation, and the Parties will equally share the mediator’s fees and expenses.

SC-17.03 Attorneys’ Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, mediator, mediation panel, or other arbiter of the matter subject to final resolution, taking into account the parties’ initial demand or defense positions in comparison with the final result.

SC-18.09 Add the following new Section 18.09 :

Contractor represents, agrees as follows with respect to the Work:

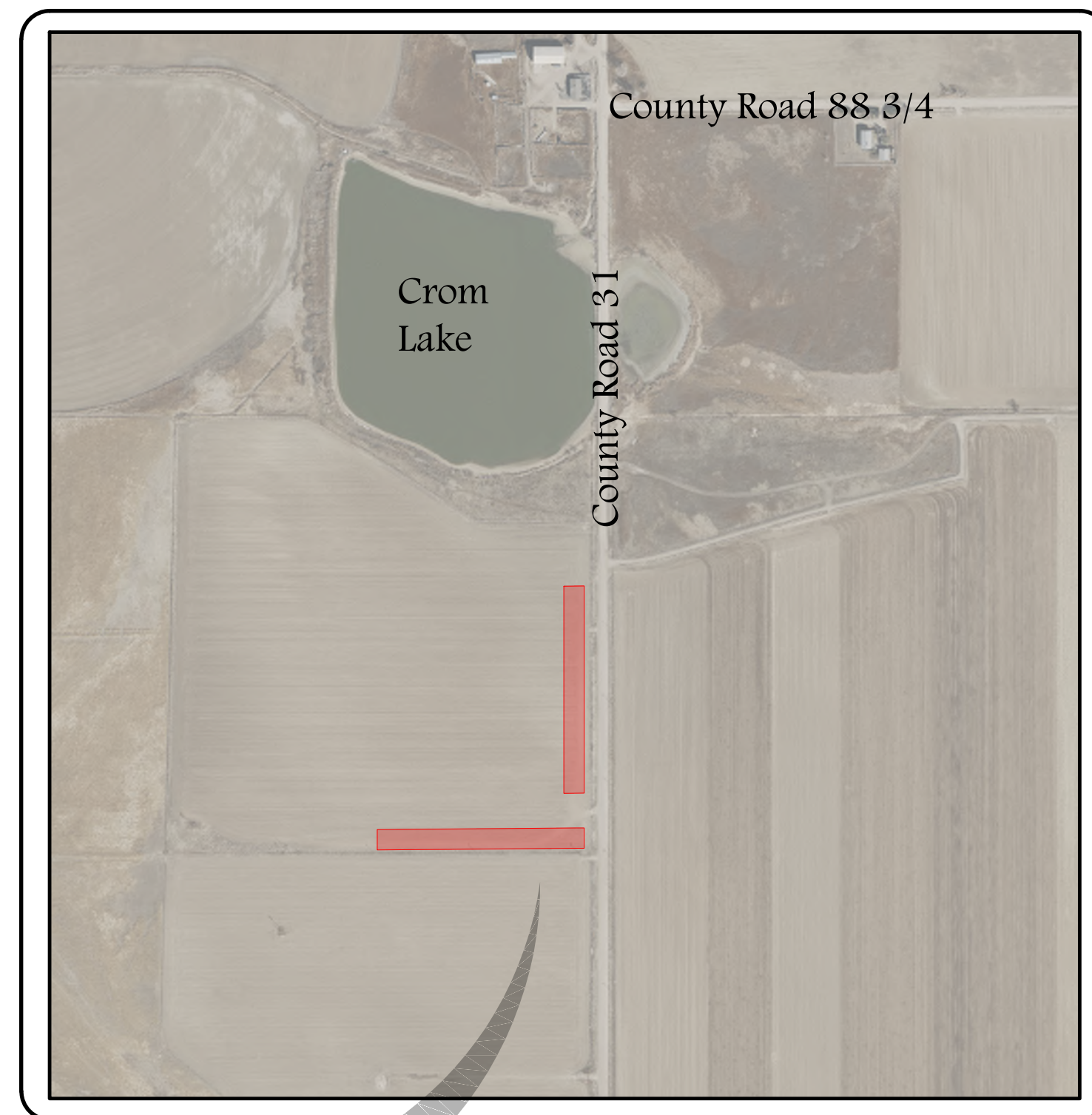
1. It does not and shall not knowingly employ or contract with an illegal alien to perform all or any part of the Work or enter into a contract with a Subcontractor that knowingly employs or contracts with an illegal alien to perform all or any part of the Work.
2. It will not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform all or any part of the Work.
3. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform the Work through participation in either the e-verify program jointly administered by the United States Department of Homeland Security and the

Social Security Administration ("E-Verify Program") or the Colorado Department of Labor and Employment employment verification program ("Department Program").

4. It shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Work is being performed.
5. If the Contractor obtains actual knowledge that a Subcontractor performing Work knowingly employs or contracts with an illegal alien, the Contractor shall:
 - A. Notify the Subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 - B. Terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required pursuant to Subsection 5.A above, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
6. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established pursuant to C.R.S. 8-17.5-102(5)(a).
7. In addition to any remedies which may exist under the Contract, if the Contractor violates any of the provisions of this Section 18.09, the Owner may terminate the Contract for a breach of the Contract and the Contractor shall be liable for actual and consequential damages to the Owner.
8. It shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform Work under the Contract, affirm that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Owner.
9. It shall in all respects comply with the provisions of C.R.S. 8-17.5-101, et seq. with regard to the employment of illegal aliens.

FORT COLLINS LOVELAND WATER DISTRICT ALKIRE FARMS RECHARGE POND

December, 2025



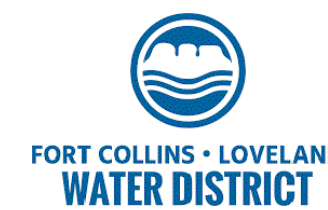
PROJECT LOCATION

VICINITY MAP

NOT TO SCALE



CONTACT INFORMATION



PROJECT MANAGER

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Dennis McGrane, P.E., C.P.G
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(303) 917-1247

SHEET INDEX

INDEX NO.	SHEET NO.	DESCRIPTION
COVER AND GENERAL NOTES		
01	C001	COVER SHEET
02	C002	GENERAL NOTES
OVERALL SHEETS		
03	C101	EXISTING CONDITIONS AND DEMOLITION PLAN
04	C102	OVERALL SITE AND HORIZONTAL CONTROL PLAN
05	C103	OVERALL GRADING AND EROSION CONTROL PLAN
06	C104	RECHARGE CELL #1 DETAILED GRADING
07	C105	RECHARGE CELL #2 DETAILED GRADING
DETAIL SHEETS		
08	C201	SITE DETAILS
09	C202	SITE DETAILS
10	C203	SITE DETAILS
EROSION CONTROL DETAILS		
11	C301	EROSION CONTROL DETAILS
12	C302	EROSION CONTROL DETAILS
SUBSURFACE UTILITY ENGINEERING		
13	SU01	SUBSURFACE UTILITY ENGINEERING TABLE & PHOTOS

BENCHMARKS

Coordinate Control

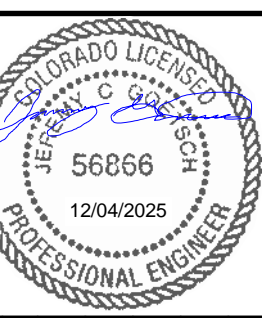
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PROJECT DATUM: NGS D-262
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SITE BENCHMARK CP RB: N: 1475600.89 E: 3202687.74

ELEVATION: 5045.84 (NAVD88)

HORIZONTAL DATUM:
MODIFIED NAD83/2011 COLORADO STATE PLANE COORDINATE SYSTEM
NORTH ZONE.

THIS DRAWING IS AT MODIFIED STATE PLANE. TO REDUCE TO STATE PLANE
COORDINATED, SCALE AT (1.000259187) 0.99974088 ABOUT THE ORIGIN
0,0.



No.	Revisions:	By:	Date:

COVER SHEET		DESIGNED BY:	J. McNeill	DATE:	December 04, 2025
		DRAWN BY:	B. Merril	SCALE:	NTS
APPROVED BY:		J. Goetsch	FILE NAME:	05 - Alkire Farms Recharge Pond - Cover & General Notes.dwg	

FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

PROJECT NUMBER:
25-00112

SHEET NUMBER
C001

SHEET INDEX: 01

CALL UTILITY NOTIFICATION CENTER OF COLORADO



Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Drawing Name: Z:\-Business Focus\PM_CW\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge\Drawings\CAD\Sheets\DS - Alkire Farms Recharge Pond - Cover & General Notes.dwg Thursday, December 04, 2025 8:20 AM By: Brandon Merrrell

FORT COLLINS - LOVELAND WATER DISTRICT GENERAL NOTES:

- ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE FORT COLLINS-LOVELAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
- CONSTRUCTION OF WATER AND SEWER FACILITIES REQUIRE A PRECON MEETING WITH DISTRICT INSPECTION STAFF PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY DISTRICT INSPECTORS PRIOR TO STARTING WORK.
- CONTRACTOR SHALL CONTACT THE WATER DISTRICT FOR WATER INSPECTION 48 HOURS PRIOR TO CONNECTING TO EXISTING INFRASTRUCTURE.
- ALL DISTRICT VALVES SHALL ONLY BE OPERATED BY DISTRICT OPERATIONS STAFF.
- AS-BUILTS SHALL BE SUBMITTED IN PDF AND DWG TO THE DISTRICT FOR FINAL APPROVAL.
- ONCE ALL PUNCH LIST ITEMS ARE COMPLETE, EASEMENTS ARE RECORDED, AND AS-BUILT FILES ARE APPROVED, THE CONTRACTOR SHALL REQUEST FINAL COMPLETION WITH A LETTER TO THE DISTRICT.

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

- BMP'S SHALL BE INSTALLED BEFORE ANY EARTH DISTURBING ACTIVITIES COMMENCE.
- STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL NOT CAUSE, HAVE THE REASONABLE POTENTIAL TO CAUSE, OR MEASURABLY CONTRIBUTE TO AN EXCEEDANCE OF ANY WATER QUALITY STANDARD.
- CONSTRUCTION SHALL BE PHASED IN A MANNER TO LIMIT EARTH DISTURBING ACTIVITIES (I.E. THE ENTIRE PROJECT SITE SHOULD NOT BE DISTURBED IF CONSTRUCTION WILL ONLY BE OCCURRING IN ON PARTICULAR SECTION).
- SEDIMENT CAUSED BY ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER BEFORE IT LEAVES THE CONSTRUCTION SITE.
- BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND ANY OTHER CHEMICALS SHALL HAVE SECONDARY CONTAINMENT OR EQUIVALENT PROTECTION TO CONTAIN ALL SPILLS AND PREVENT ANY SPILLED MATERIAL FROM ENTERING STATE WATERS.
- A COPY OF THE SWMP AND SITE MAPS MUST BE AVAILABLE AT ALL TIMES ON THE CONSTRUCTION SITE.
- THE SWMP AND SITE MAPS SHALL BE CONTINUOUSLY UPDATED TO REFLECT NEW OR REVISED BEST MANAGEMENT PRACTICES (BMPS) DUE TO CHANGES IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE CONSTRUCTION SITE. UPDATES MUST BE MADE WITHIN 72 HOURS FOLLOWING THE CHANGE IN BMPS.
- THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE (INCLUDING ALL BMP'S, STORAGE CONTAINERS, AND CONSTRUCTION EQUIPMENT) A MINIMUM OF EVERY 14 CALENDAR DAYS AND THAT CAUSE SURFACE EROSION. INSPECTIONS SHALL CONTINUE UNTIL AN INACTIVATION NOTICE IS FILED WITH CDPHE.
- THE CONTRACTOR SHALL KEEP A RECORD OF ALL INSPECTIONS ON SITE AND AVAILABLE FOR REVIEW BY THE OWNER/CONSTRUCTION MANAGER. INSPECTION REPORTS MUST IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE PERMIT.
- BMPS REQUIRING MAINTENANCE OR ADJUSTMENT SHALL BE REPAIRED IMMEDIATELY AFTER OBSERVATION OF THE FAILING BMP.
- FOR ALL INSTANCES OF NONCOMPLIANCE BASED ON ENVIRONMENTAL HAZARDS AND CHEMICAL SPILLS AND RELEASES, ALL NEEDED INFORMATION MUST BE PROVIDED ORALLY TO CDPHE SPILL REPORTING LINE (24-HOUR NUMBER FOR ENVIRONMENTAL HAZARDS AND CHEMICAL SPILLS AND RELEASES: 1-877-518-5608) WITHIN 24 HOURS FROM THE TIME THE OWNER/CONTRACTOR COMES AWARE OF THE CIRCUMSTANCES.
- STRAW BALES SHALL NOT BE USED FOR PRIMARY EROSION CONTROL (I.E. STRAW BALES MAYBE USED FOR REINFORCEMENT BEHIND ANOTHER BMP SUCH AS SILT FENCE).
- BMPS INTENDED FOR SHEET FLOW SEDIMENT RUNOFF SHALL BE PLACED PARALLEL TO THE SLOPE.
- ALL BMPS SHALL BE CLEANED WHEN SEDIMENT LEVELS ACCUMALTE TO HALF THE DESIGN OF THE BMP UNLESS OTHERWISE SPECIFIED.
- A VEHICLE TRACKING CONTROL (VTC) PAD SHALL BE PLACED AT ALL EXITS FROM THE SITE TO PREVENT TRACK-OUT ONTO CITY STREETS. IF TRACK-OUT DOES OCCUR, THE OWNER/CONTRACTOR SHALL IMMEDIATELY SWEEP THE STREET OF DEBRIS. RECYCLED CRUSHED CONCRETE OR ASPHALT SHALL NOT BE USED VEHICLE TRACKING PADS.
- ALL SEDIMENT COLLECTED IN BMPS SHALL BE REMOVED UPON INITIAL ACCEPTANCE.
- PERMANENT EROSION CONTROL MEASURES FOR SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 14 CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH DISTURBANCE HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZED A DISTURBED AREA AFTER AN EARTH DISTURBANCE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH DISTURBANCE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED WITHIN 14 CALENDAR DAYS. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION MEASURES ARE IMPLEMENTED.
- FINAL STABILIZATION HAS BEEN ACHIEVED WHEN ALL EARTH DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED WITH AN INDIVIDUAL PLANT DENSITY OF AT LEAST 70 PERCENT OF PRE-DISTURBANCE

LEVELS, OR EQUIVALENT PERMANENT, PHYSICAL EROSION REDUCTION METHODS HAVE BEEN EMPLOYED.

- ALL TEMPORARY BMPS SHALL BE REMOVED FROM THE SITE UPON SUBMITTING THE INACTIVATION NOTICE.
- ALL SITE WASTES (INCLUDING TRASH AND BUILDING MATERIALS) MUST BE PROPERLY MANAGED TO PREVENT POTENTIAL POLLUTION OF STATE WATERS.
- RESTORE ALL DISTURBED AREAS WITH SEED MIXTURE PER SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- PRIOR TO THE START OF CONSTRUCTION ACTIVITIES, AREAS WITHIN AND ADJOINING THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED BY ERECTION OF TREE PROTECTION BARRICADES AND/OR SILT BARRIERS. SILT BARRIERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.
- ANY CONSTRUCTION DEBRIS OR MUD TRACKING ONTO THE PUBLIC RIGHT-OF-WAY, RESULTING FROM THE PROJECT, SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY FIX ANY EXCAVATION, OR PAVEMENT FAILURE CAUSED BY THE PROJECT, AND SHALL PROPERLY BARRICADE ANY OPEN UTILITY TRENCHES OR CONSTRUCTION AREAS.
- INSTALL SILT FENCE, VTC, AND CWA AS INDICATED BEFORE START OF CONSTRUCTION.
- TOPSOIL SHALL BE STRIPPED AND WINDROWED ALONG THE PERIMETER OF THE PROJECT CONSTRUCTION LIMIT. TOPSOIL SHALL BE KEPT SEPARATE AND SHALL NOT BE MIXED WITH OTHER EXCAVATED MATERIALS.
- RIP, TILL, RESEED DISTURBED AREAS WITH APPROVED SEED MIX TO MATCH EXISTING VEGETATION.
- DISTURBED AREAS ON PRIVATE PROPERTIES SHALL BE RESTORED WITH AN OWNER PREFERRED SEED MIX OR SOD. ALL OTHER AREAS SHALL BE RESTORED WITH A SEED MIX SPECIFIED BY THE GOVERNING AGENCY. IN THE ABSENCE OF A SPECIFIED SEED MIX BY THE PROPERTY OWNER OR GOVERNING AGENCY, REFER TO WELD COUNTY REVEGETATION GENERAL NOTES.
- TEMPORARY ACCESS SHALL BE PROVIDED TO OPERATIONS AND MAINTENANCE PERSONNEL AT ALL TIMES.
- ALL SURVEY MARKERS, SECTION CORNERS, QUARTER SECTION CORNERS, AND MONUMENTATION SHALL BE STAKED, PROTECTED WITH CONSTRUCTION FENCE, AND PRESERVED WHEREVER POSSIBLE. THOSE REQUIRING REMOVAL SHALL BE REESTABLISHED. BY A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH THE LOCAL AGENCY.
- LIMIT CONSTRUCTION OPERATIONS TO WITH EASEMENTS AND DESIGNATED WORK AREAS AS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING THE AREA WITHIN THE CONSTRUCTION LIMITS TO A RESTORED CONDITION.
- TRAFFIC FLOW AND ACCESS TO PRIVATE PROPERTY SHALL BE MAINTAINED AT ALL TIMES.
- INITIAL BMPS INSTALLED SHALL BE LEFT IN PLACE IN THE INTERIM STAGE.
- INITIAL AND INTERIM BMPS ARE TO BE LEFT IN PLACE UNTIL REVEGETATION ESTABLISHMENT.
- STOCKPILES ON IMPERVIOUS SURFACES SHALL BE PLACED ON A TRAP OR LINER AND SURROUNDING WITH ROCK SOCKS (RS).
- STOCKPILING SHALL BE DONE AWAY FROM DITCHES, STREAMS, AND OTHER DRAINAGE AREAS.
- IMPLEMENT GOOD HOUSEKEEPING PRACTICES TO PREVENT POLLUTION ASSOCIATED WITH SOLID, LIQUID AND HAZARDOUS CONSTRUCTION RELATED MATERIAL AND WASTE INCLUDING, BUT NOT LIMITED TO, SOLID OR CONSTRUCTION WASTE, SANITARY WASTE, MATERIALS HANDLING, EQUIPMENT/VEHICLE FUELING AND MAINTENANCE, AND SPILL PREVENTION.
- ALL WETLAND AREAS SHALL BE RESTORED IN ACCORDANCE WITH THE USACE NWP 58 PERMIT REQUIREMENTS TO MATCH EXISTING GRADES, TOPOGRAPHY, AND VEGETATION

A. STREET IMPROVEMENT NOTES

- WHERE PROPOSED PAVING ADJOINS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT, A MINIMUM DISTANCE OF 12 INCHES FROM THE EXISTING EDGE, TO CREATE A CLEAN CONSTRUCTION JOINT. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE EXISTING PAVEMENT TO A DISTANCE WHERE A CLEAN CONSTRUCTION JOINT CAN BE MADE. FINAL LIMITS OF ROADWAY REPAIR WILL BE REVIEWED AND APPROVED WITH CITY OF FORT COLLINS ENGINEERING INSPECTORS.
- VALVE BOXES AND MANHOLES ARE TO BE BROUGHT UP TO GRADE AT THE TIME OF PAVEMENT PLACEMENT OR OVERLAY. VALVE BOX ADJUSTING RINGS ARE NOT ALLOWED.
- WHEN AN EXISTING ASPHALT STREET MUST BE CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. PATCHING LIMITS SHALL BE THE TRENCH WIDTH, TO LIP OF GUTTER, WHERE APPLICABLE, AND AS NOTED IN THE FIELD BY THE ENGINEER.
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THESE PLANS OR AS OTHERWISE SPECIFIED IN M.U.T.C.D. (INCLUDING COLORADO SUPPLEMENT) AND

AS PER THE RIGHT-OF-WAY WORK PERMIT TRAFFIC CONTROL PLAN.

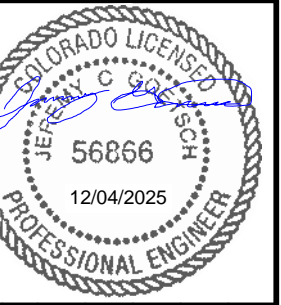
- PRIOR TO PLACEMENT OF H.B.P. OR CONCRETE WITHIN THE STREET AND AFTER MOISTURE/DENSITY TESTS HAVE BEEN TAKEN ON THE SUBGRADE MATERIAL (WHEN A FULL DEPTH SECTION IS PROPOSED) OR ON THE SUBGRADE AND BASE MATERIAL (WHEN A COMPOSITE SECTION IS PROPOSED), A MECHANICAL "PROOF ROLL" WILL BE REQUIRED. THE ENTIRE SUBGRADE AND/OR BASE MATERIAL SHALL BE ROLLED WITH A HEAVILY LOADED VEHICLE HAVING A TOTAL GWV OF NOT LESS THAN 50,000 LBS. AND A SINGLE AXLE WEIGHT OF AT LEAST 18,000 LBS. WITH PNEUMATIC TIRES INFLATED TO NOT LESS THAT 90 P.S.I.G. "PROOF ROLL" VEHICLES SHALL NOT TRAVEL AT SPEEDS GREATER THAN 3 M.P.H. ANY PORTION OF THE SUBGRADE OR BASE MATERIAL WHICH EXHIBITS EXCESSIVE PUMPING OR DEFORMATION, SHALL BE REWORKED, REPLACED OR OTHERWISE MODIFIED TO FORM A SMOOTH, NON-YIELDING SURFACE. THE ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE "PROOF ROLL." ALL "PROOF ROLLS" SHALL BE PERFORMED IN THE PRESENCE OF AN INSPECTOR.
- CONCRETE PANELS SHALL BE REMOVED AND REPLACED TO THE NEAREST JOINT. CONCRETE DOWELS SHALL BE REQUIRED FOR REPAIR PER CDOT M&S STANDARDS.
- ALL PAVEMENT RESTORATION SHALL BE INSTALLED TO WELD COUNTY ENGINEERING AND CONSTRUCTION CRITERIA STANDARDS.

B. TRAFFIC SIGNING AND PAVEMENT MARKING CONSTRUCTION NOTES

- ALL SIGNAGE AND MARKING IS SUBJECT TO THE GENERAL NOTES ON THE COVER SHEET OF THESE PLANS, AS WELL AS THE TRAFFIC SIGNING AND MARKING CONSTRUCTION NOTES LISTED HERE.
- ALL SYMBOLS, INCLUDING ARROWS, ONLYS, CROSSWALKS, STOP BARS, ETC. SHALL BE PRE-FORMED THERMO-PLASTIC.
- ALL SIGNAGE SHALL BE PER THE CITY OF FORT COLLINS STANDARDS AND THESE PLANS OR AS OTHERWISE SPECIFIED IN MUTCD.
- ALL PARKING AND LANE LINES FOR ASPHALT PAVEMENT SHALL RECEIVE TWO COATS OF LATEX PAINT WITH GLASS BEADS.

C. FLOODPLAIN NOTES

- PER FEMA FIRM MAP NO. 08123C0919E PROPERTY IS WITHIN ZONE X, AND THEREFORE IS OUTSIDE THE 100-YR FLOODPLAIN.

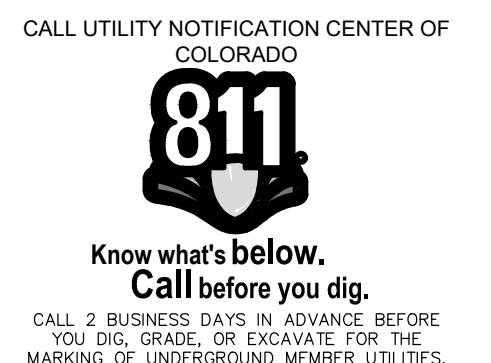


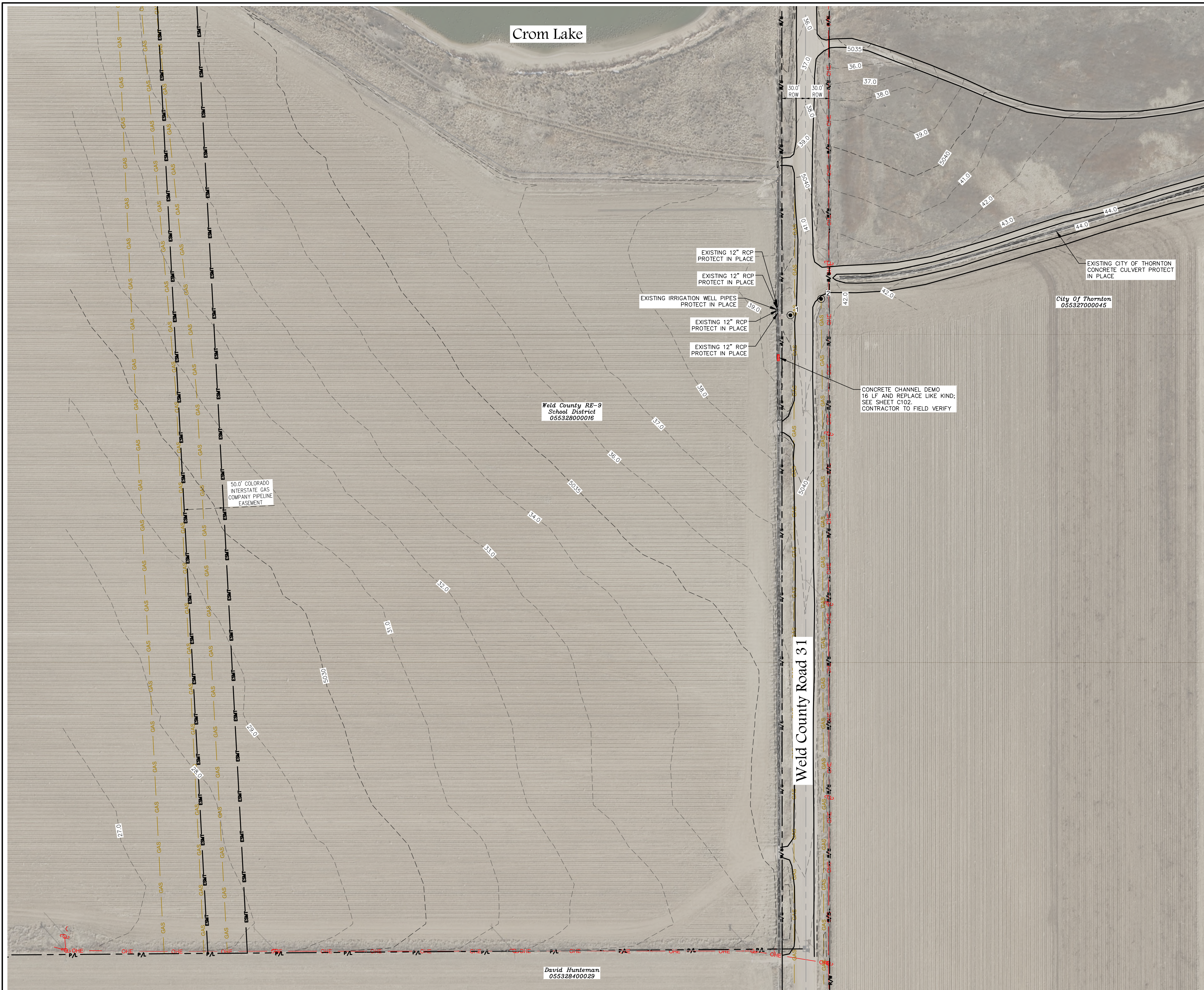
No.	Revisions:	By:	Date:

GENERAL NOTES		DESIGNED BY: J. McNeill	DATE: December 04, 2025
		DRAWN BY: B. Merrrell	SCALE: NTS
		APPROVED BY: J. Coetsch	FILE NAME: DS - Alkire Farms Recharge Pond - Cover & General Notes.dwg

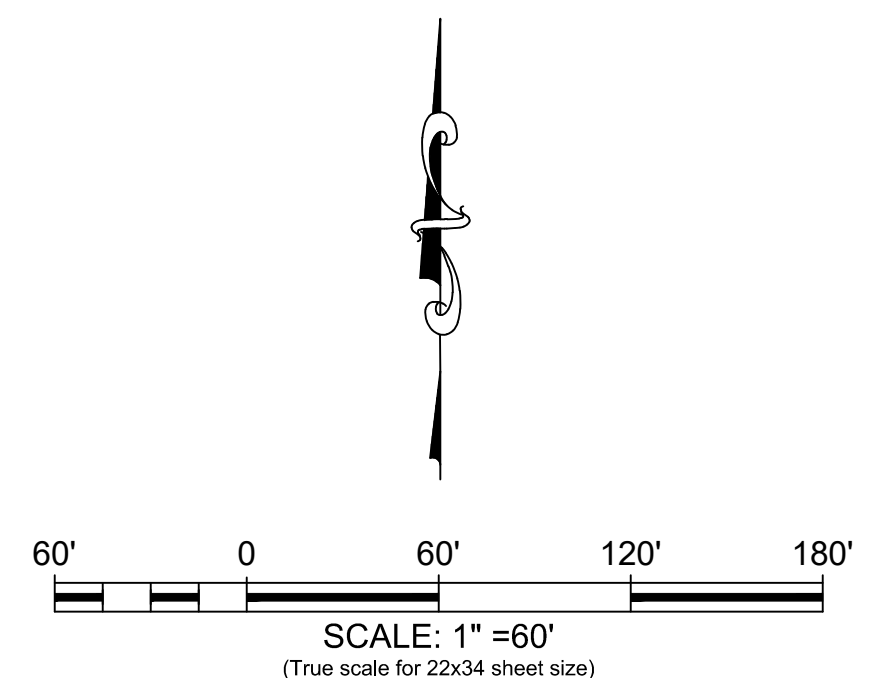
FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

PROJECT NUMBER: 25-00112
SHEET NUMBER C002
SHEET INDEX: 02





David Huntman
055328400029



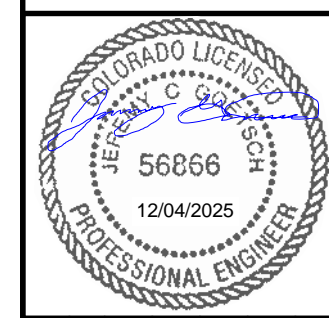
LEGEND:

EXISTING OVERHEAD ELECTRIC	OHE
EXISTING FIBER OPTICS	FO
EXISTING GAS	GAS
EXISTING EASEMENTS	ESMT
EXISTING RIGHTS-OF-WAY	R/W
EXISTING FENCELINE	F/L
EXISTING PROPERTY LINE	P/L
EXISTING ELECTRIC GUY WIRE	GUY
EXISTING ELECTRIC POWER POLE	EP
EXISTING TELEPHONE PEDESTAL	TP
UTILITY POTHOLE	20

FIELD SURVEY BY:
ORIGINAL FIELD SURVEY: Majestic Surveying
DATE: February 10, 2025

- NOTES:**
1. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK. SEE SUBSURFACE UTILITY ENGINEERING SHEET SU01.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DEMOLITION, REMOVAL, REPLACEMENT AND DISPOSAL OF ALL FACILITIES AND MATERIAL.
 3. CONTRACTOR TO PROTECT EXISTING INFRASTRUCTURE IN PLACE INCLUDING UTILITY POLES, O.H.E. PEDESTALS, WATER METERS, HYDRANTS, STORM DRAINS AND INLETS, PAVEMENT, SIDEWALKS, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED INFRASTRUCTURE.
 4. CONTRACTOR TO PROTECT EXISTING LANDSCAPING IN PLACE. PROPERTY SHALL BE RESTORED TO EXISTING CONDITIONS, OR BETTER UPON COMPLETION OF THE SERVICE LINE INSTALLATION.
 5. MAINTAIN ACCESS TO ALL PRIVATE RESIDENCES DURING CONSTRUCTION.
 6. ALL SYMBOLS ARE GRAPHIC REPRESENTATIONS ONLY AND ARE NOT TO SCALE

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No.	Revisions:	By:	Date:

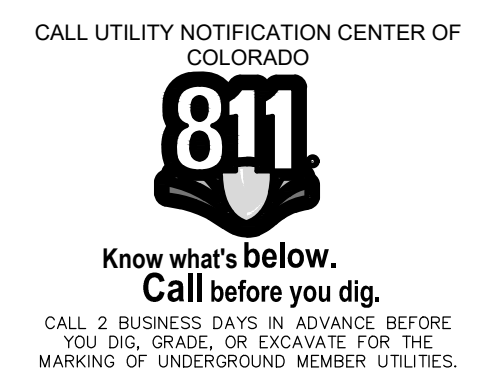
EXISTING CONDITIONS AND DEMOLITION PLAN			
DESIGNED BY:	J. McNeill	DATE:	December 04, 2025
DRAWN BY:	B. Merrell	SCALE:	1" = 60'
APPROVED BY:	J. Goetsch	FILE NAME:	DS - Alkire Farms Recharge Pond Overall Recharge

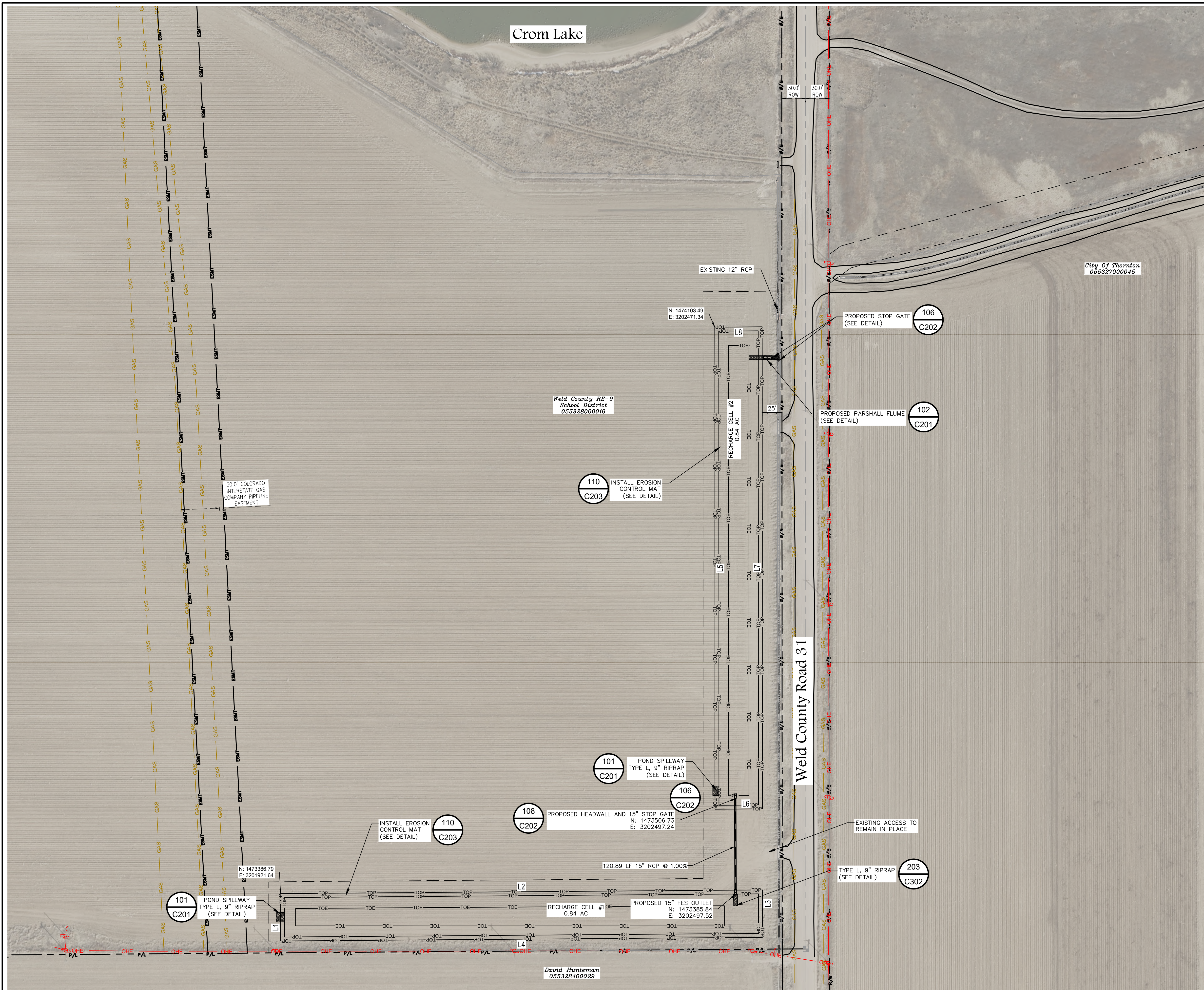
FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

PROJECT NUMBER:
25-00112

SHEET NUMBER
C101

SHEET INDEX: 03





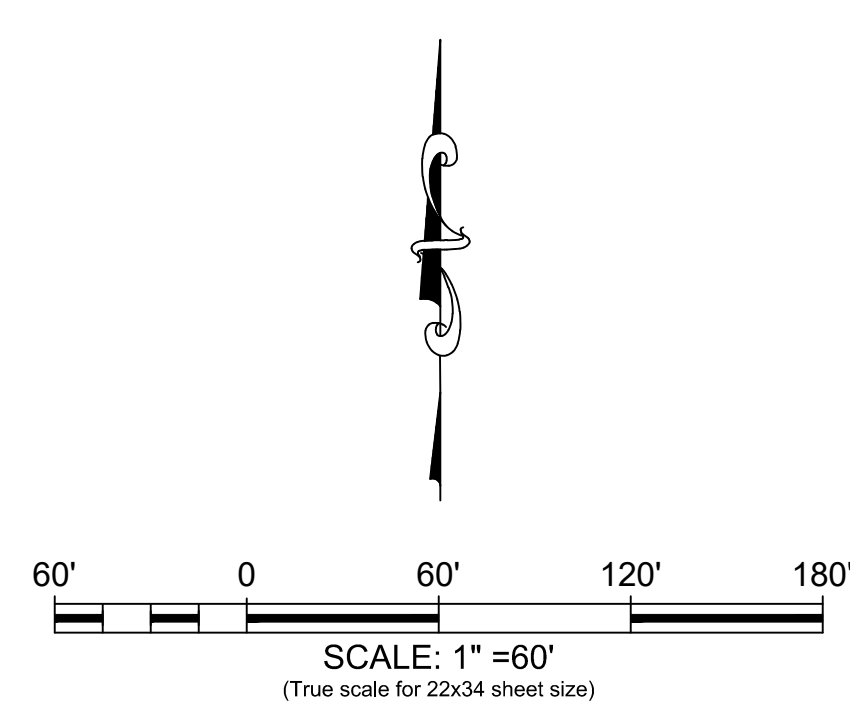
Crom Lake

City Of Thornton
055327000045

Weld County RE-9
School District
055328000016

50.0' COLORADO
INTERSTATE GAS
COMPANY PIPELINE
EASEMENT

Weld County Road 31

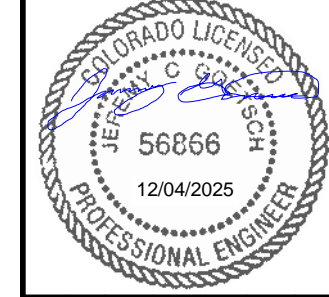


LEGEND:

- PROPOSED STORM [Symbol]
- PROPOSED EASEMENT [Symbol]
- EXISTING OVERHEAD ELECTRIC [Symbol] OHE
- EXISTING FIBER OPTICS [Symbol] FO
- EXISTING GAS [Symbol] GAS
- EXISTING EASEMENTS [Symbol] ESMT
- EXISTING RIGHTS-OF-WAY [Symbol] R/W
- EXISTING FENCELINE [Symbol]
- EXISTING PROPERTY LINE [Symbol] P/L
- PROPOSED TOP OF SLOPE [Symbol] TOP
- PROPOSED TOE OF SLOPE [Symbol] TOE
- PROPOSED PARSHALL FLUME [Symbol]
- PROPOSED FES [Symbol]

- NOTES:**
- SEE DETAIL SHEETS FOR ADDITIONAL INFORMATION ON SHEETS C201 - C203.
 - SEE CROSS SECTIONS OF RECHARGE CELLS & OVERFLOW SPILLWAY ON SHEETS C104 & C105.

RECHARGE CELL AT TOP OF POND				
LINE	LENGTH	BEARING	BEGIN LINE	END LINE
L1	60.00	N00° 01' 54.99"W	N: 1473326.791 E: 3201921.670	N: 1473386.792 E: 3201921.636
L2	610.00	N89° 33' 46.00"E	N: 1473386.792 E: 3201921.636	N: 1473391.447 E: 3202531.621
L3	60.00	S00° 01' 21.96"E	N: 1473391.447 E: 3202531.621	N: 1473331.445 E: 3202531.645
L4	610.00	S89° 33' 46.04"W	N: 1473331.445 E: 3202531.645	N: 1473326.791 E: 3201921.670
L5	610.00	S00° 01' 19.24"E	N: 1474103.488 E: 3202471.338	N: 1473493.532 E: 3202471.572
L6	60.00	N89° 33' 46.00"E	N: 1473493.532 E: 3202471.572	N: 1473493.991 E: 3202531.623
L7	610.00	N00° 01' 35.35"W	N: 1473493.991 E: 3202531.623	N: 1474103.946 E: 3202531.341
L8	60.00	S89° 33' 46.04"W	N: 1474103.946 E: 3202531.341	N: 1474103.488 E: 3202471.338



Sheet Revisions

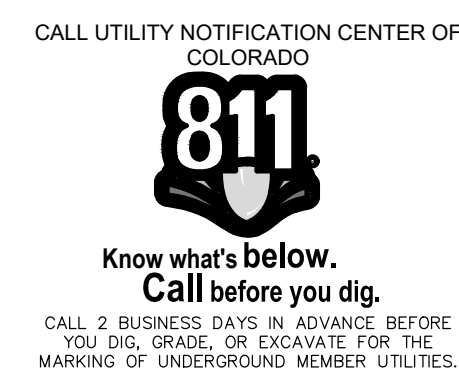
No.	By	Date

OVERALL SITE AND HORIZONTAL CONTROL PLAN

DESIGNED BY:	J. McNeill	DATE:	December 04, 2025
DRAWN BY:	B. Merrell	SCALE:	1" = 60'
APPROVED BY:	J. Coeisch	FILE NAME:	DS - Alkire Farms Recharge Pond - Horizontal Control.dwg

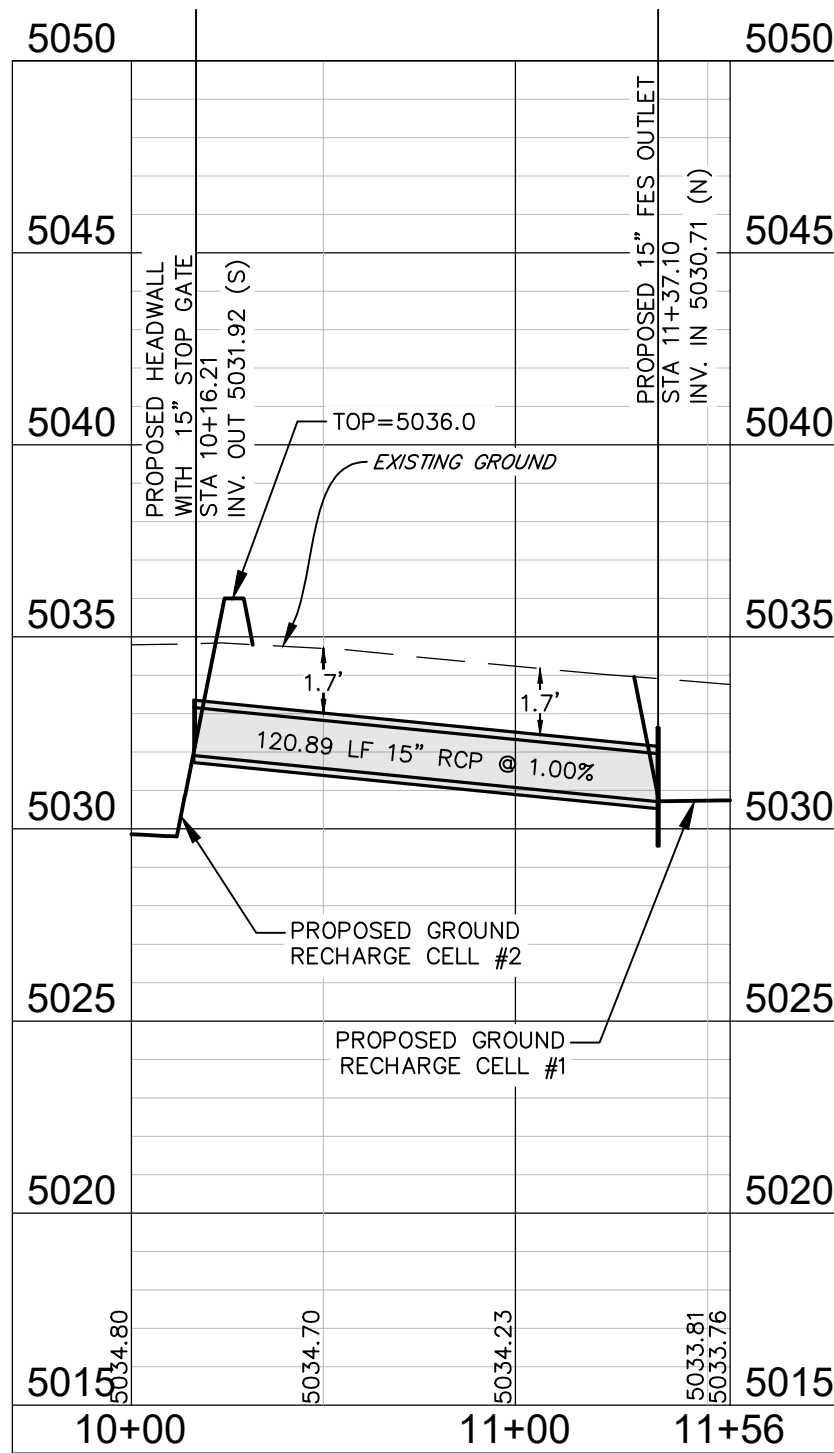
FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

PROJECT NUMBER: 25-00112
SHEET NUMBER: C102
SHEET INDEX: 04



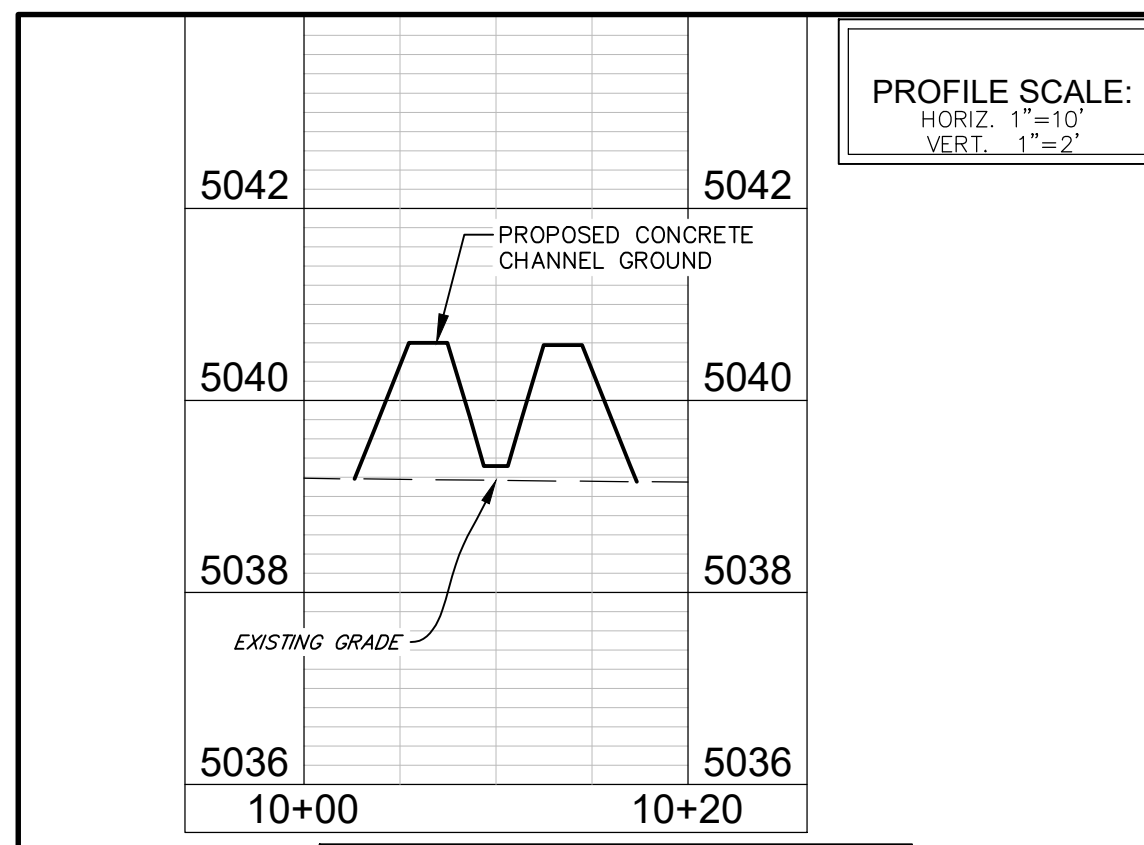
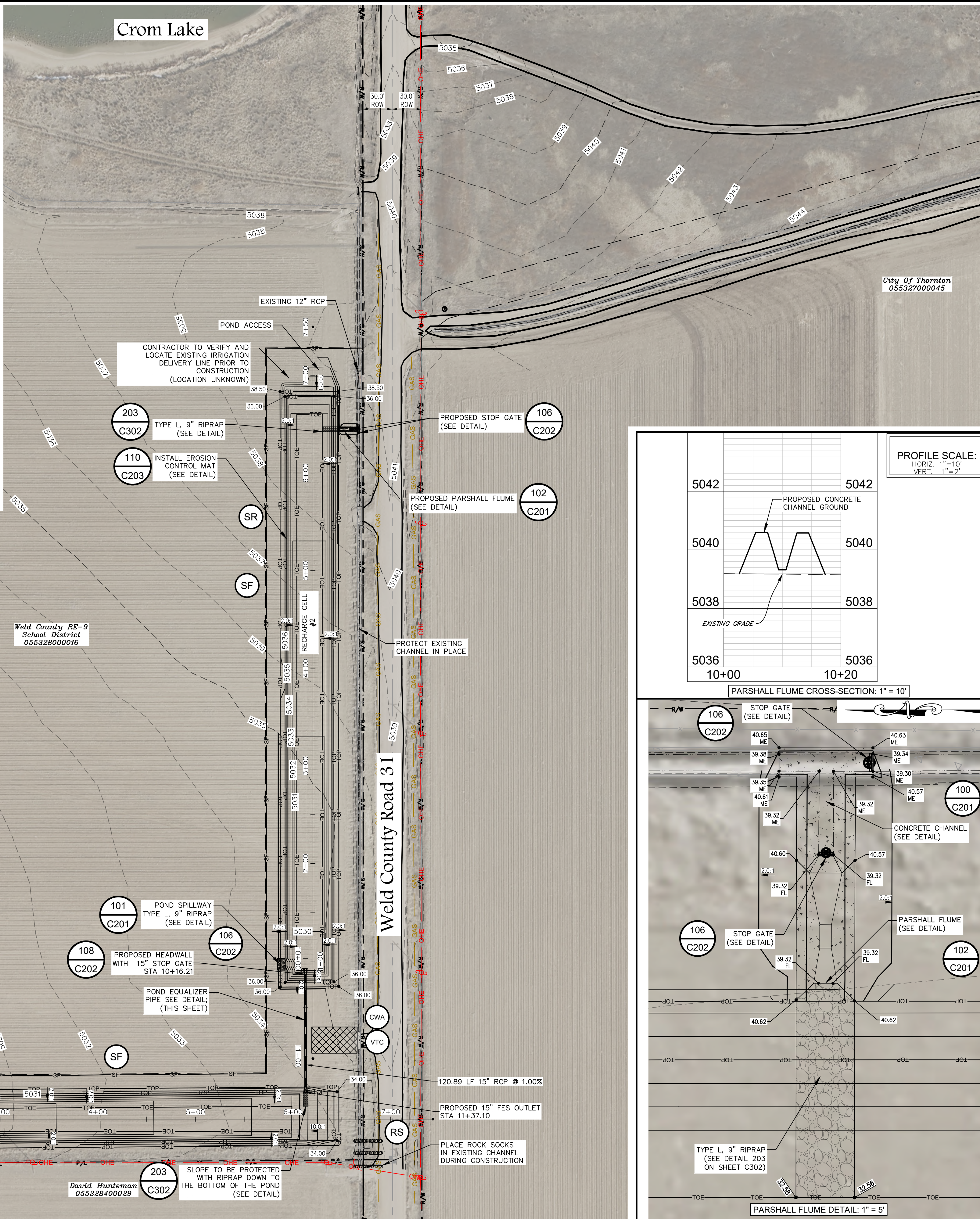
David Huntman
055328400029

Drawing Name: Z:\Business Focus\PM_CW\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge\Drawings\CAD\Sheets\ADS - Alkire Farms Recharge Pond - Overall Grading.dwg Thursday, December 04, 2025 8:29 AM By: Brandon Merrell



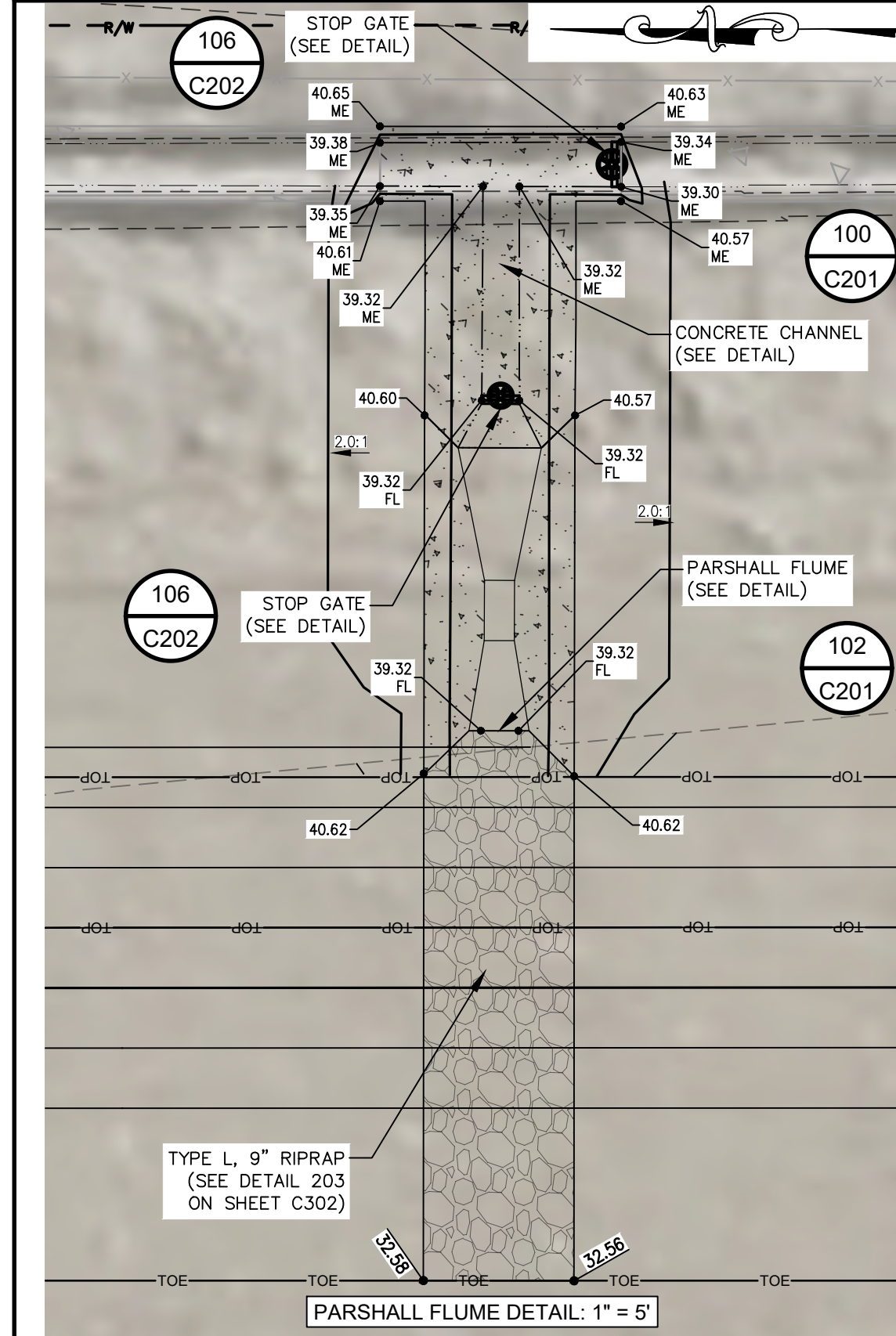
PROFILE SCALE:
HORIZ. 1"=50'
VERT. 1"=5'

POND EQUALIZER PIPE

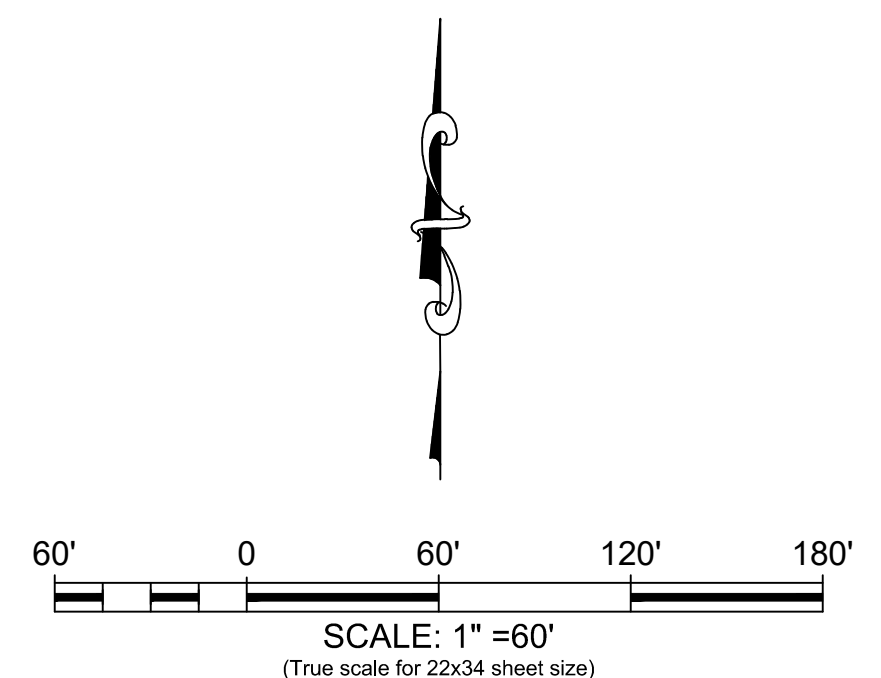


PROFILE SCALE:
HORIZ. 1"=10'
VERT. 1"=2'

PARSHALL FLUME CROSS-SECTION: 1" = 10'



PARSHALL FLUME DETAIL: 1" = 5'



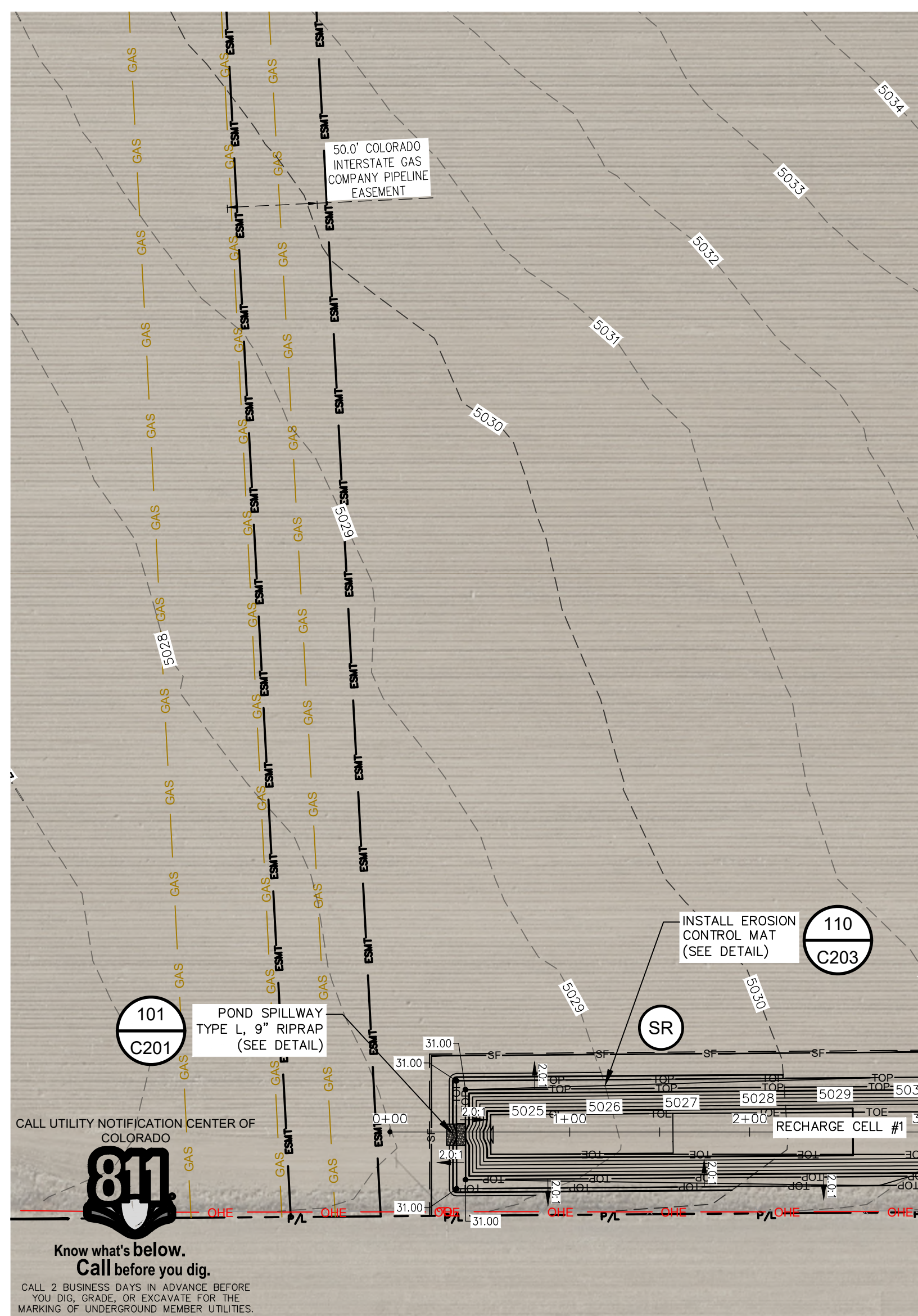
LEGEND:

PROPOSED STORM	
PROPERTY LINE	
EASEMENTS	
SECTION LINE	
EXISTING CONCRETE DRAINAGE	
PROPOSED CONCRETE DRAINAGE	
PROPOSED CHANNEL FLOWLINE	
EXISTING CONTOURS	
PROPOSED TOP OF POND	
PROPOSED TOE OF SLOPE	
PROPOSED RIPRAP	
PROPOSED MANHOLE	
PROPOSED ELEVATIONS	
MATCH EXISTING ELEVATIONS	
PROPOSED FLOWLINE ELEVATIONS	
PROPOSED SLOPES	
VEHICLE TRACKING CONTROL	
SILT FENCE	
ROCK SOCKS	
CONCRETE WASHOUT AREA	
SURFACE ROUGHENING	

- NOTES:**
- SEE DETAIL SHEETS FOR ADDITIONAL INFORMATION.
 - SEE SHEETS C104 - C105 FOR PLAN AND PROFILES AND CROSS SECTIONS.
 - SEE SHEETS C301 - C302 FOR EROSION CONTROL DETAILS.
 - CONTRACTOR TO NOTE CATTLE WATER AND PUMP LOCATION AND CONDITION. DO NOT DISTURB DURING CONSTRUCTION ACTIVITIES.
 - MAINTAIN CLEARANCE FROM FLOOD PLAIN AT ALL TIMES. DO NOT IMPACT FLOOD PLAIN WITH CONSTRUCTION EQUIPMENT, STAGING, STOCKPILING, OR ANY OTHER MEANS.
 - ALL NET EXPORTED MATERIALS SHALL BE PROVIDED TO THE PROPERTY OWNER. CONTRACTOR TO COORDINATE TRANSFER OF MATERIAL WITH PROPERTY OWNER FOR PURPOSES OF BIDDING. ASSUME ON-SITE STOCKPILE WILL BE CREATED ON THE EAST PORTION OF THE PROPERTY. STOCKPILE NOT TO BE PLACED ON EXISTING GAS LINE OR GAS EASEMENT.
 - CONTRACTOR SHALL PROTECT STOCKPILED MATERIALS WITH APPROPRIATE EROSION CONTROL.
 - AFTER COMPLETION OF GRADING IN RECHARGE CELLS, APPLY SEED MIXTURE TO ALL DISTURBED EARTH WITH COVER CROP. SEED MIX AS SPECIFIED BELOW:

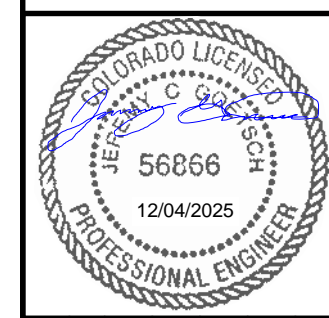
COMMON NAME	PLS FULL SEED RATE	%	PLS LBS/ACRE
Sheep Fescue	16.0	8	1.3
Switchgrass	16.0	8	1.3
Western Wheatgrass	17.0	47	7.9
Akali Sacaton	16.0	3	0.5
Slender Wheatgrass	17.0	32	5.5
Canadian Wheatgrass	15.0	2	0.3
TOTALS		100	16.8

- DRILL SEED RATE: 16.8 PLS/ACRE
BROADCAST RATE: 33.6 PLS/ACRE
- MULCH: COMPLY WITH CDOT 213.02. STRAW MULCH SHALL BE A CLEAN GRASS HAY OR CEREAL STRAW AND CERTIFIED WEED FREE BEFORE DELIVERY ON SITE AND ACCEPTANCE. FIFTY PERCENT OF STRAW LENGTH SHALL BE 10-INCHES OR LONGER.
 - TACKIFIER: COMPLY WITH CDOT 213.02.
 - CDOT = COLORADO DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS, 2019
 - CONTRACTOR TO ENSURE EXISTING CHANNEL DOES NOT ALLOW DEBRIS TO WASH DOWN STREAM DUE TO A STORMWATER EVENT. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL JURISDICTION REQUIREMENTS FOR STORMWATER COMPLIANCE.



811
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Sheet Revisions

No.	By	Date

OVERALL GRADING AND EROSION CONTROL PLAN

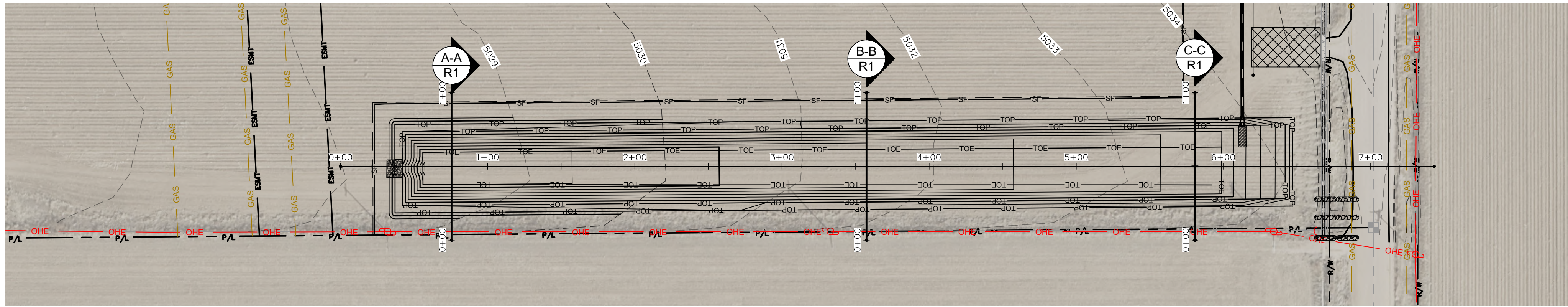
DESIGNED BY:	J. McNeill	DATE:	December 04, 2025
DRAWN BY:	B. Merrell	SCALE:	1" = 60'
APPROVED BY:	J. Goetsch	FILE NAME:	DS - Alkire Farms Recharge Pond - Overall Grading Plan

FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

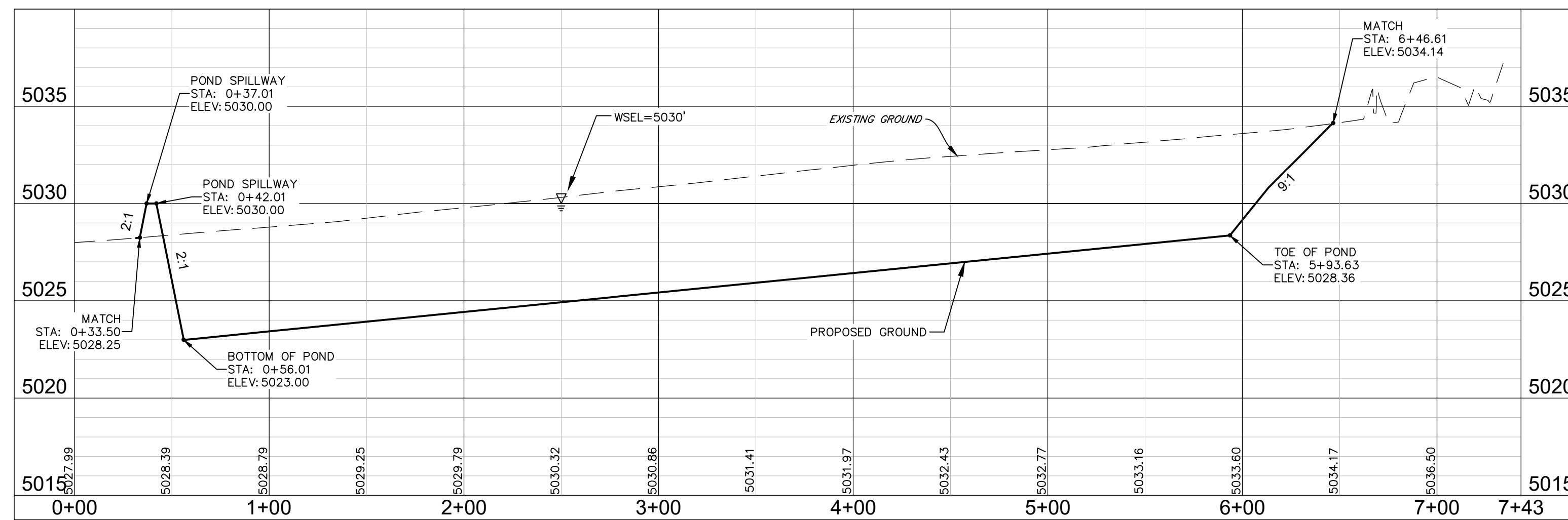
PROJECT NUMBER: 25-00112
SHEET NUMBER: **C103**
SHEET INDEX: 05

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
RECHARGE CELL #1	1.000	1.000	38859.64 Sq. Ft.	4710.23 Cu. Yd.	175.05 Cu. Yd.	4535.18 Cu. Yd.<Cut>
Totals			38859.64 Sq. Ft.	4710.23 Cu. Yd.	175.05 Cu. Yd.	4535.18 Cu. Yd.<Cut>

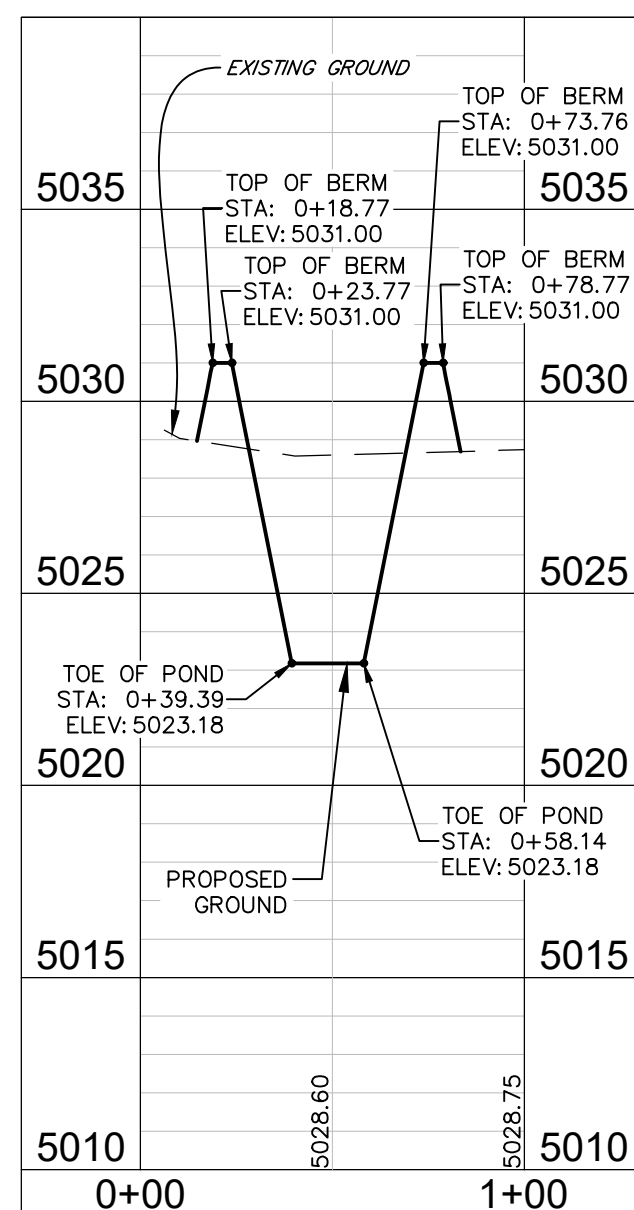


RECHARGE CELL #1 STA 0+00 - 7+50

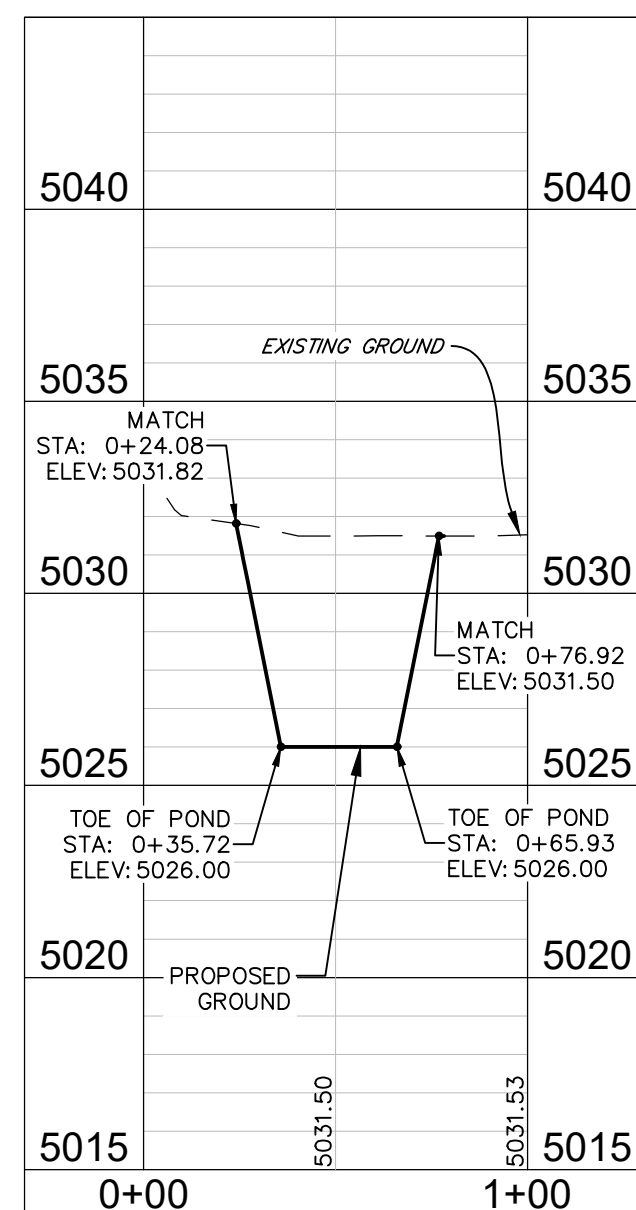


PROFILE SCALE:
HORIZ. 1"=50'
VERT. 1"=5'

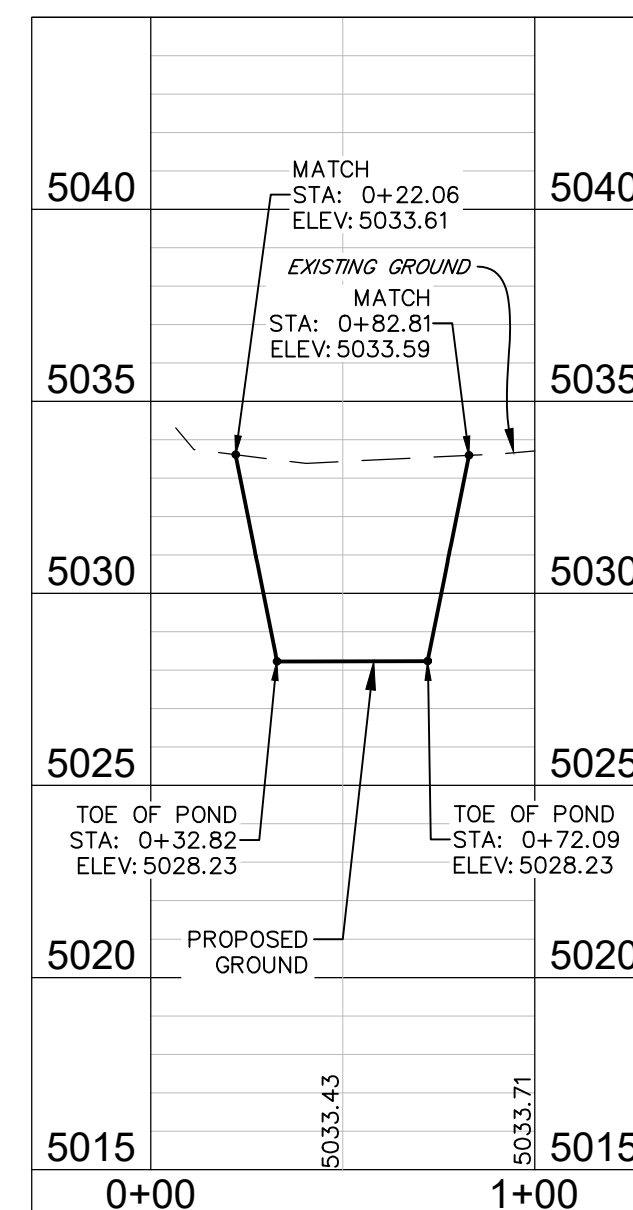
RECHARGE CELL #1 POND PROFILE



A-A
R1

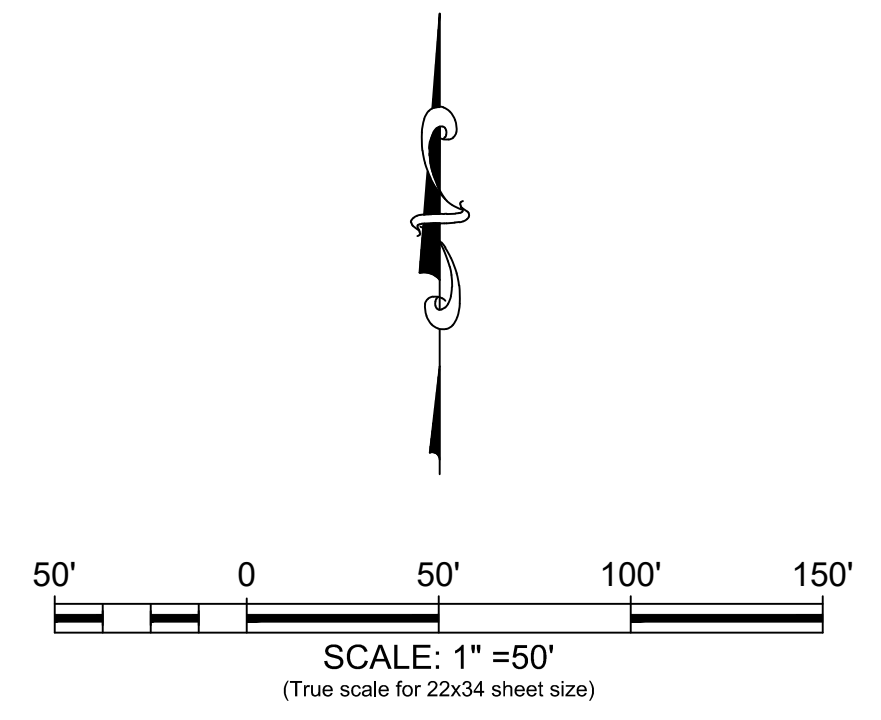


B-B
R1



C-C
R1

PROFILE SCALE:
HORIZ. 1"=50'
VERT. 1"=5'

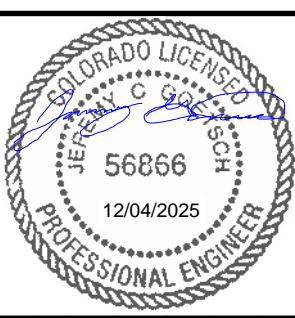


LEGEND:

PROPOSED STORM	
PROPERTY LINE	
EASEMENTS	
SECTION LINE	
EXISTING CONCRETE DRAINAGE	
PROPOSED CONCRETE DRAINAGE	
PROPOSED CHANNEL FLOWLINE	
EXISTING CONTOURS	
WATER LEVEL	
PROPOSED RIPRAP	
PROPOSED ELEVATION	
PROPOSED SLOPES	

- NOTES:**
- RECHARGE CHANNEL DESIGN HAS BEEN COMPLETED TO MEET THE REQUIREMENTS OF THE DITCH CROSS SECTION, WITHOUT SIGNIFICANT CHANGES TO THE EXISTING GRADE.
 - RECHARGE CHANNEL TO BE LINED WITH EROSION CONTROL MAT. SEE DETAIL 110 ON SHEET C203.
 - ALL RECHARGE CELLS MUST REACH MINIMUM EMBANKMENT ELEVATIONS, AS NOTED ON SHEET C104 - C105. IF EXISTING GRADE IS HIGHER THAN MINIMUM EMBANKMENT ELEVATION, CONTINUE SLOPE OF RECHARGE CELL UP TO MATCH EXISTING GRADE.
 - SCARIFY SUBGRADE MINIMUM 6-INCH DEPTH.
 - SEE SHEET C103 FOR SEEDING REQUIREMENTS.

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No.	Revisions	By	Date

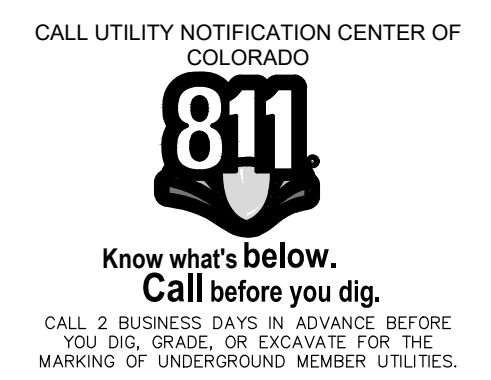
RECHARGE CELL #1 DETAILED GRADING

DESIGNED BY: J. McNeill
DRAWN BY: B. Merrell
APPROVED BY: J. Coetsch

DATE: December 04, 2025
SCALE: 1"=50'
FILE NAME: D:\Info\Draw\Recharge Pond\Overall Grading.dwg

FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

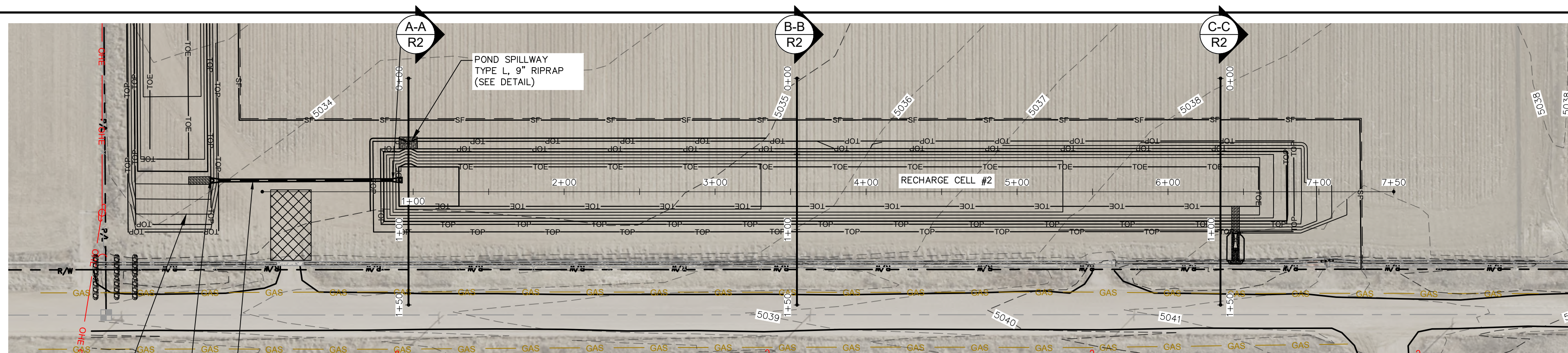
PROJECT NUMBER: 25-00112
SHEET NUMBER: C104
SHEET INDEX: 06



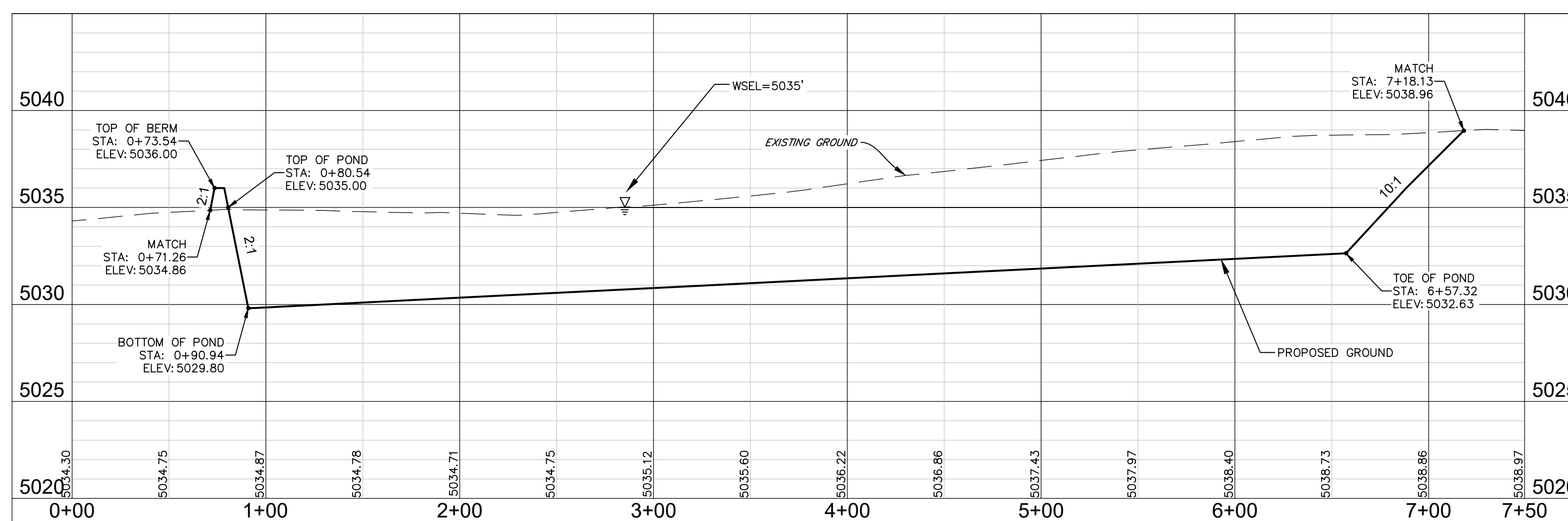
Drawing Name: Z:\-Business Focus\PM_CM\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge\Drawings\CAD\Sheets\ADS - Alkire Farms Recharge Pond - Overall Grading.dwg Thursday, December 04, 2025 8:29 AM By: Brandon Merrell

Cut/Fill Summary

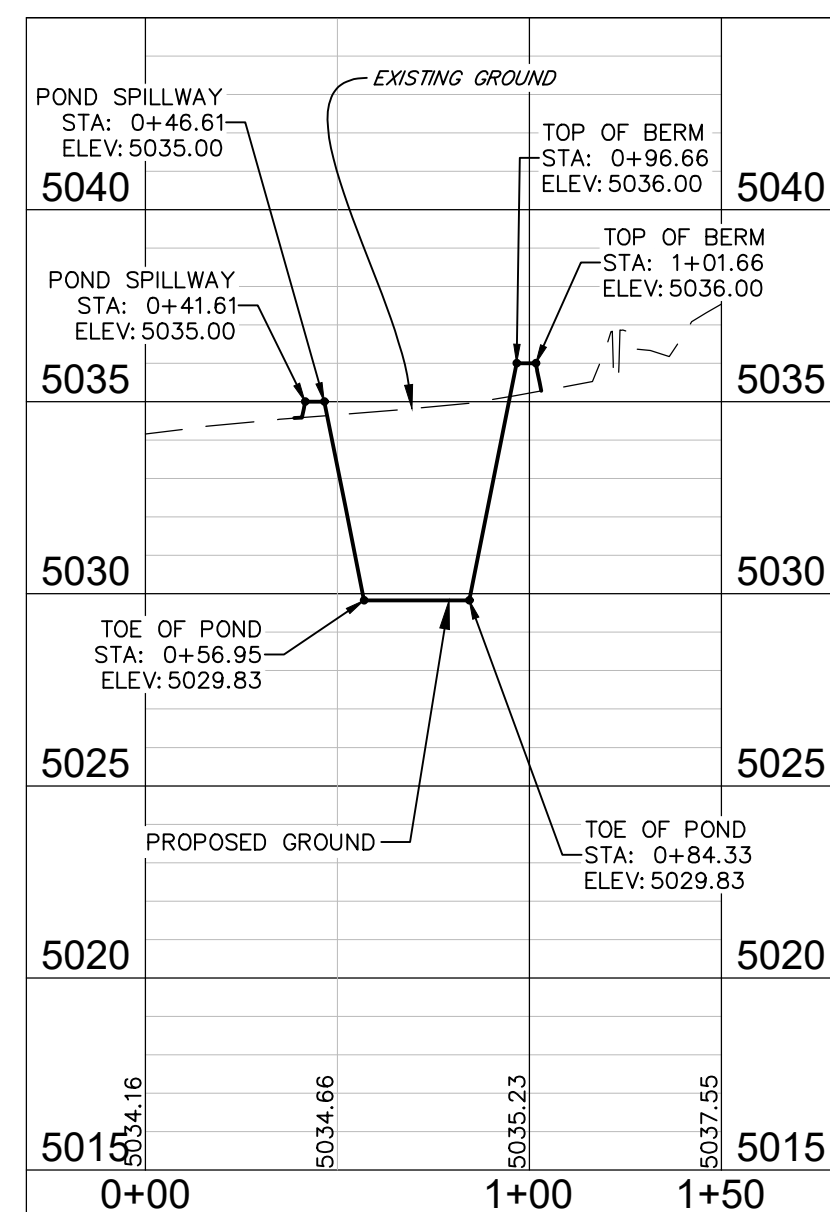
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Totals			37346.43 Sq. Ft.	4576.45 Cu. Yd.	274.18 Cu. Yd.	4302.26 Cu. Yd.<Cut>



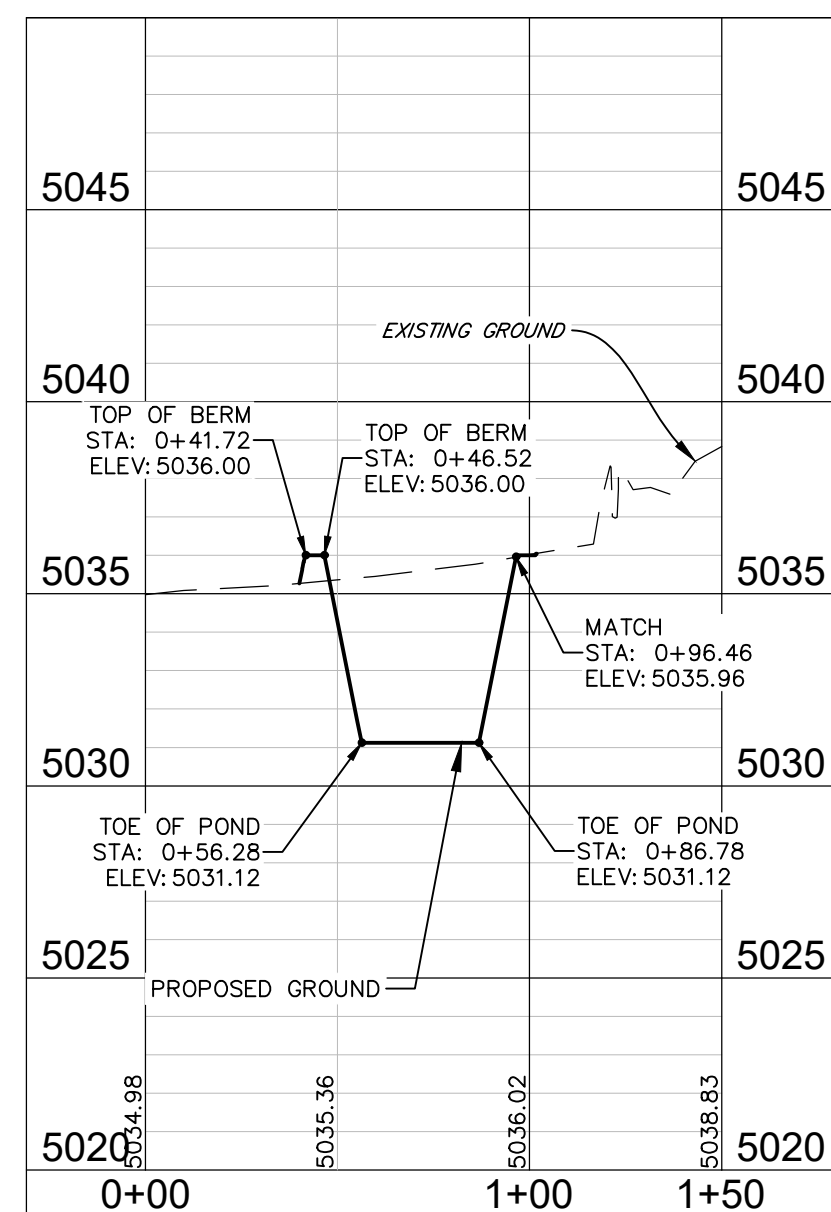
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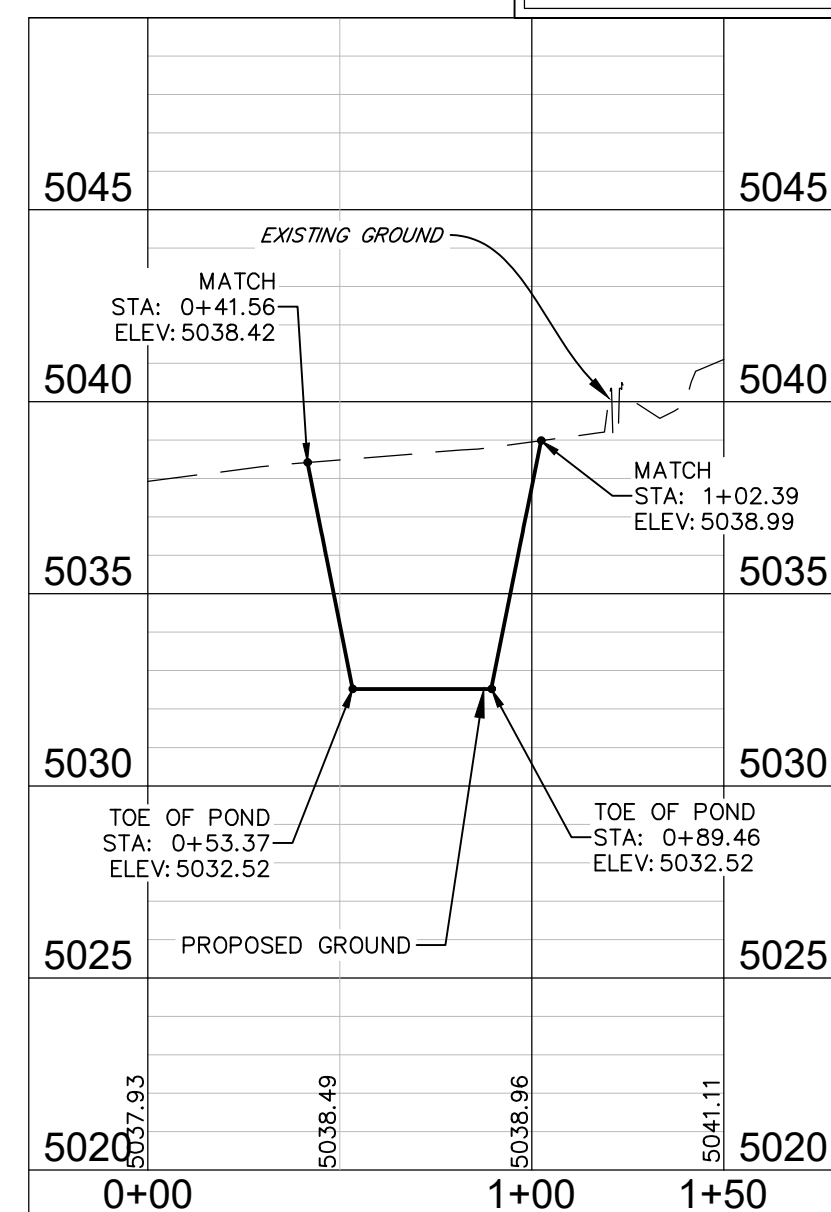
RECHARGE CELL #2 POND PROFILE



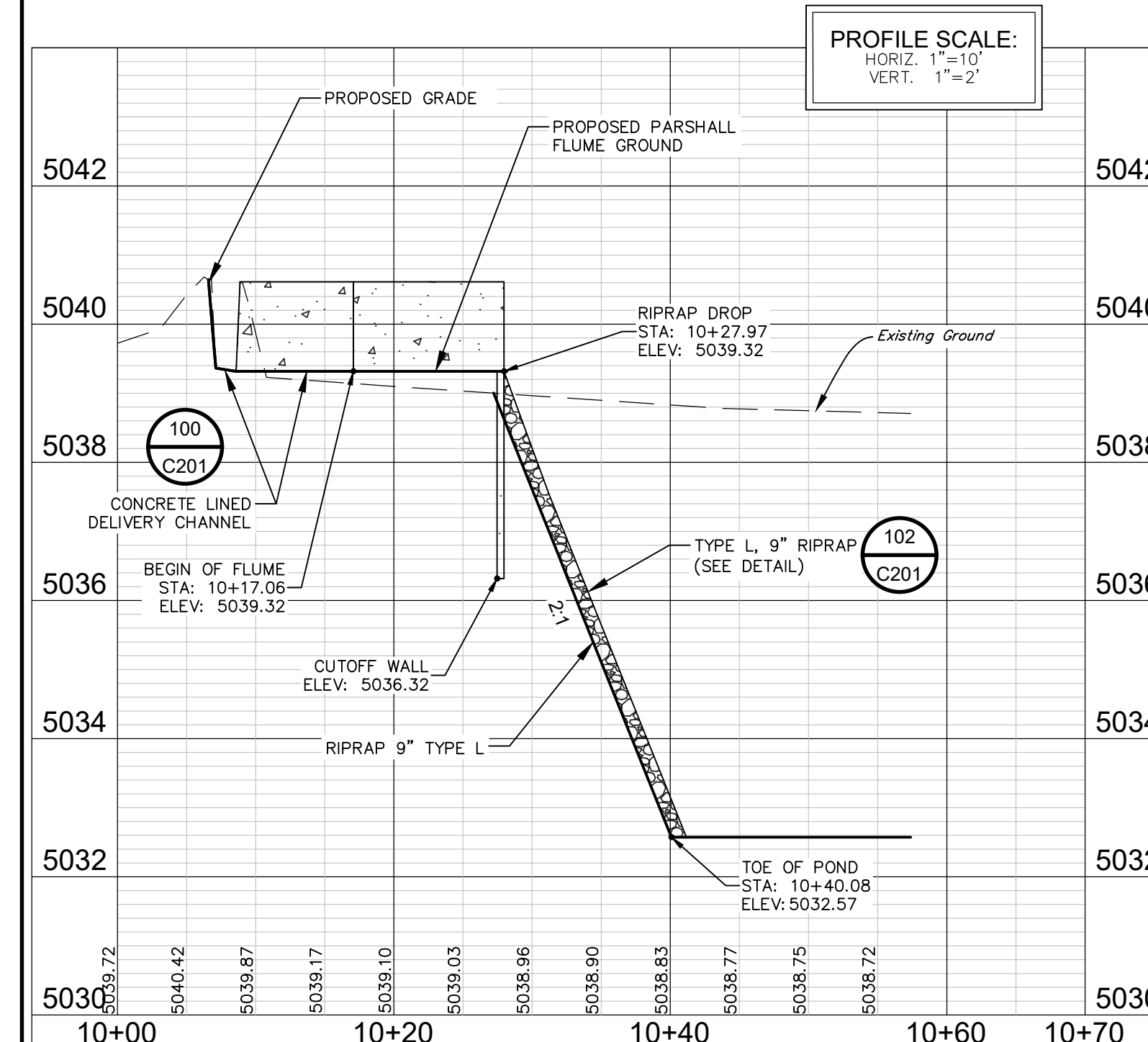
A-A R2



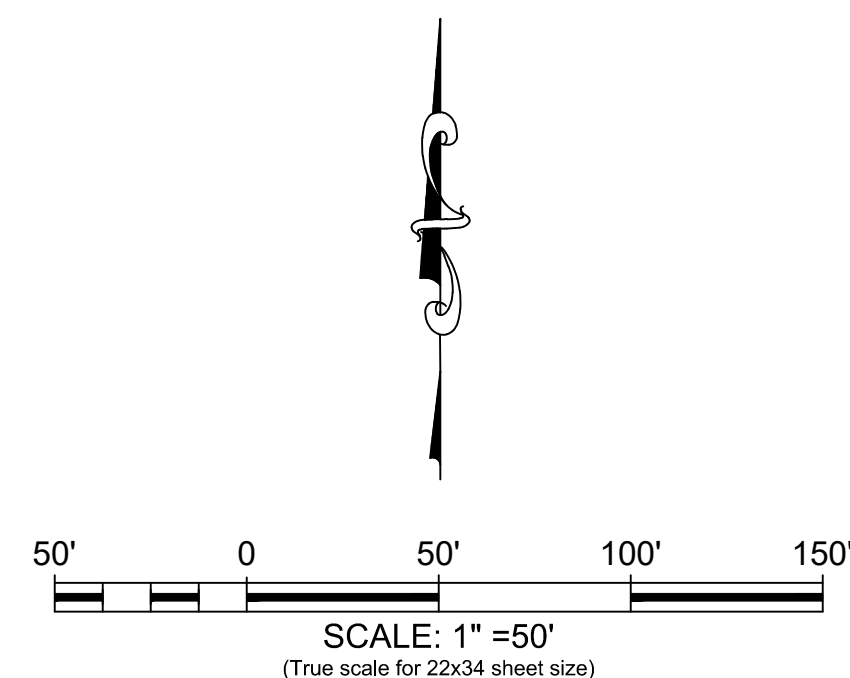
B-B R2



C-C R2



PARSHALL FLUME CROSS SECTION PROFILE



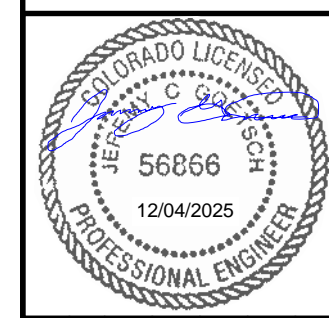
LEGEND:

PROPOSED STORM	
PROPERTY LINE	
EASEMENTS	
SECTION LINE	
EXISTING CONCRETE DRAINAGE	
PROPOSED CONCRETE DRAINAGE	
PROPOSED CHANNEL FLOWLINE	
EXISTING CONTOURS	
WATER LEVEL	
PROPOSED RIPRAP	
PROPOSED ELEVATION	
PROPOSED SLOPES	

- NOTES:**
- RECHARGE CHANNEL DESIGN HAS BEEN COMPLETED TO MEET THE REQUIREMENTS OF THE DITCH CROSS SECTION, WITHOUT SIGNIFICANT CHANGES TO THE EXISTING GRADE.
 - RECHARGE CHANNEL TO BE LINED WITH EROSION CONTROL MAT. SEE DETAIL 110 ON SHEET C203.
 - ALL RECHARGE CELLS MUST REACH MINIMUM EMBANKMENT ELEVATIONS, AS NOTED ON SHEET C104 - C105. IF EXISTING GRADE IS HIGHER THAN MINIMUM EMBANKMENT ELEVATION, CONTINUE SLOPE OF RECHARGE CELL UP TO MATCH EXISTING GRADE.
 - SCARIFY SUBGRADE MINIMUM 6-INCH DEPTH.
 - SEE SHEET C103 FOR SEEDING REQUIREMENTS.

Drawing Name: Z:\Business Focus\PM_CW\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge Drawings\CAD\Sheets\ADS - Alkire Farms Recharge Pond - Overall Grading.dwg Thursday, December 04, 2025 8:29 AM By: Brandon Merrell

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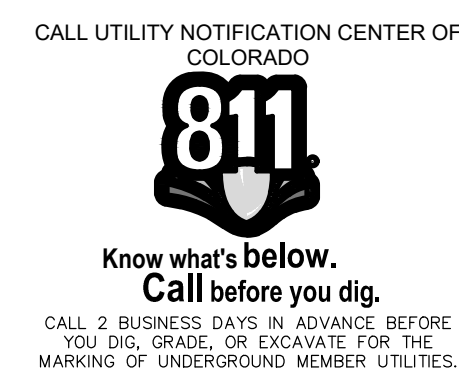
No.	Revisions	By	Date

RECHARGE CELL #2 DETAILED GRADING

DESIGNED BY: J. McNeill
DATE: December 04, 2025
DRAWN BY: B. Merrell
SCALE: 1" = 50'
APPROVED BY: J. Goetsch
FILE NAME: DS - Alkire Farm Recharge Pond Overall Grading.dwg

FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

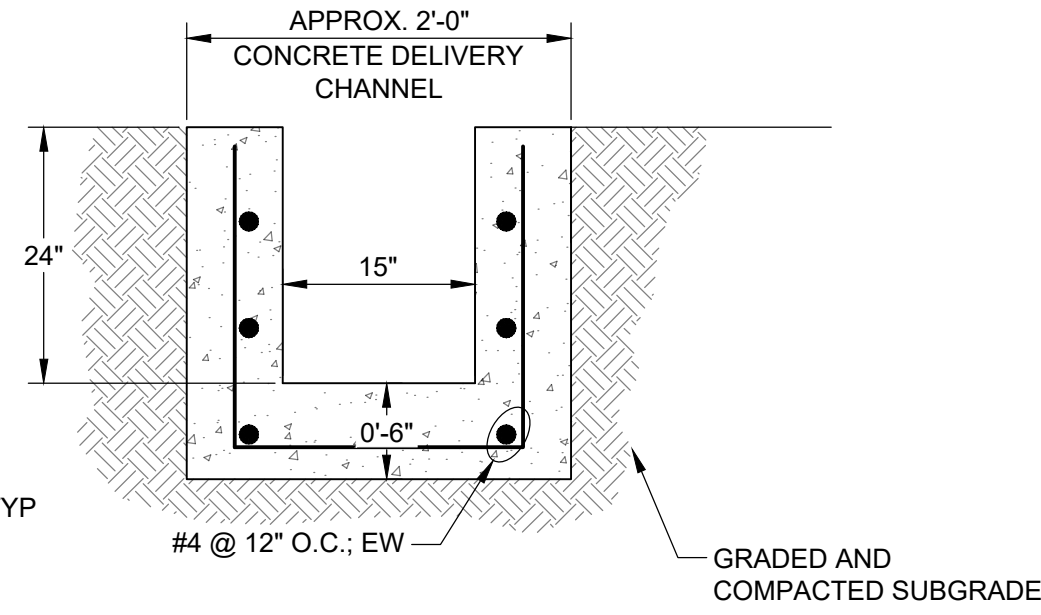
PROJECT NUMBER: 25-00112
SHEET NUMBER: **C105**
SHEET INDEX: 07



Drawing Name: Z:\Business Focus\PM_CW\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge Drawings\CAD\Sheets\DS - Alkire Farms Recharge Pond - Details.dwg Thursday, December 04, 2025 8:33 AM By: Brandon Merrell

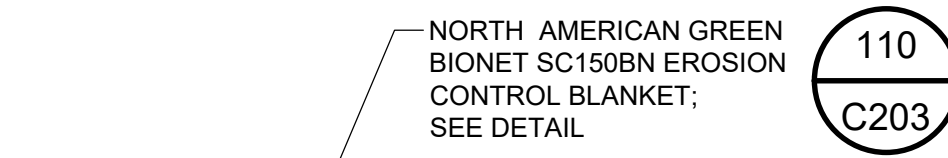
NOTES:

1. SCARIFY AND RE-COMPACT 6" BELOW CHANNEL.
2. PROVIDE MINIMUM 2" CLEAR FROM REINFORCING; TYP
3. MINIMUM SPLICE LENGTH 18".
4. MAXIMUM CONSTRUCTION JOINT SPACING 30'.
5. CONCRETE SHALL BE CDOT CLASS D 4500 PSI MIX.



100
C201 **CONCRETE LINED DELIVERY CHANNEL**

SCALE: 1"=1'-0" (22x34)
1/2"=1'-0" (11x17)

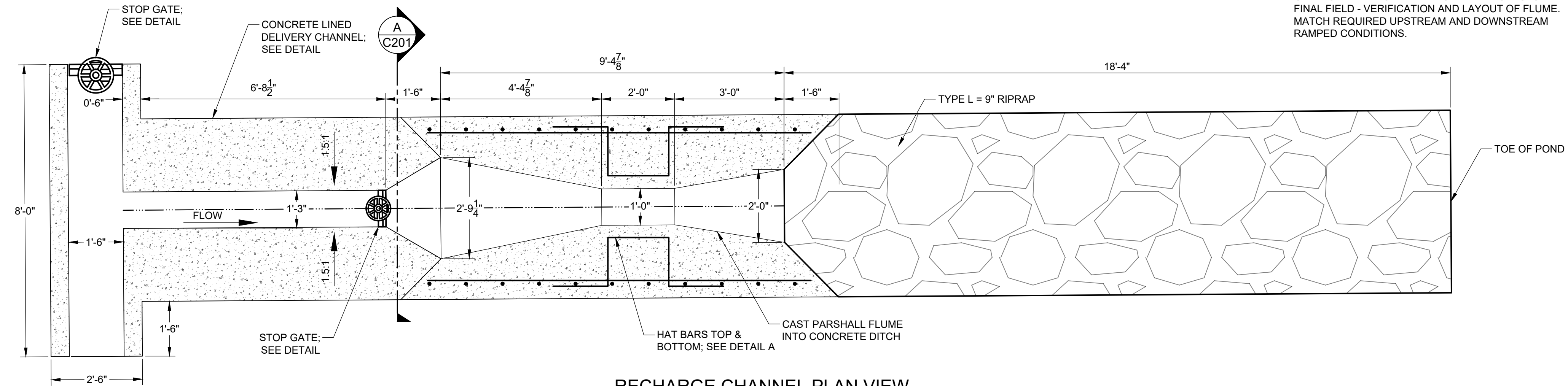


110
C203 **SPILLWAY DETAIL**

SCALE: 1"=2'-0" (22x34)
1"=4'-0" (11x17)

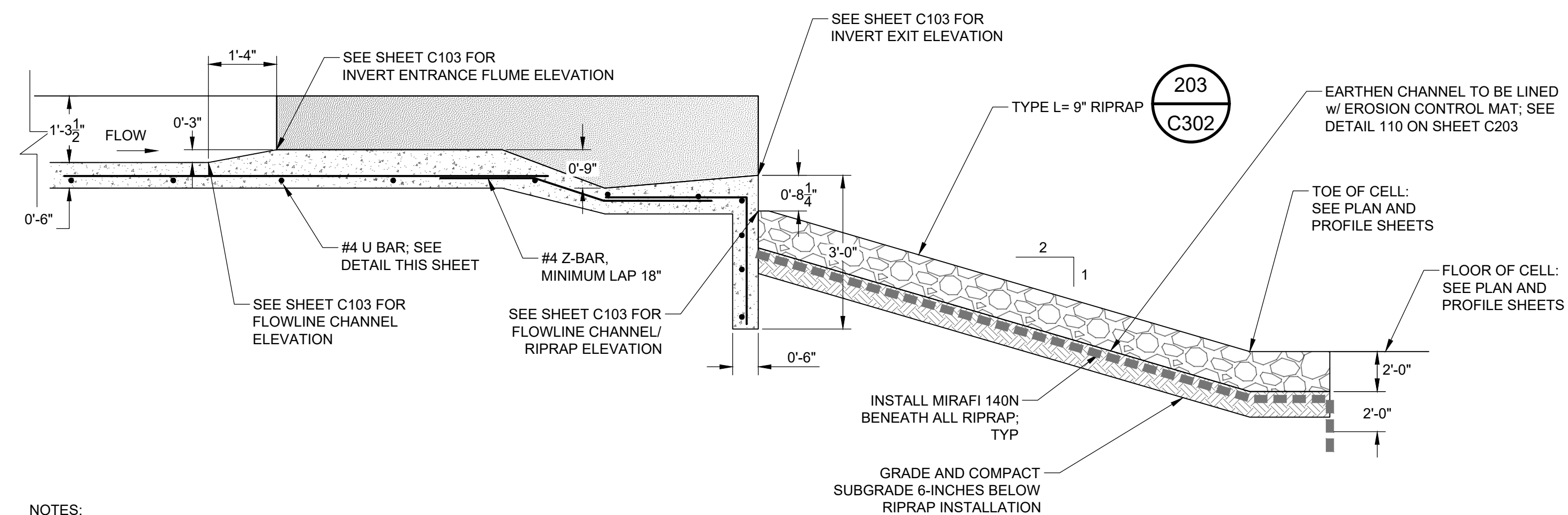
NOTES:

1. FURNISH AND INSTALL PARSHALL FLUME. BASIS OF DESIGN IS 12"x15" PARSHALL FLUME BY DBE MANUFACTURING IN GREELEY, COLORADO. CONTACT 970-392-9800 FOR ADDITIONAL INFORMATION. INCLUDE ALL MATERIALS ASSOCIATED WITH PARSHALL FLUME INSTALLATION AS SUBMITTAL DOCUMENT.
2. FLUME TO BE CAST INTO CHANNEL AT ELEVATIONS SHOWN IN PROFILE DRAWINGS.
3. DIMENSIONS ON FLUME ARE SHOWN FOR REFERENCE ONLY. OBTAIN SHOP DRAWINGS BY MANUFACTURER FOR FINAL FIELD - VERIFICATION AND LAYOUT OF FLUME. MATCH REQUIRED UPSTREAM AND DOWNSTREAM RAMPED CONDITIONS.



RECHARGE CHANNEL PLAN VIEW

SCALE: 1"=2'-0" (22x34)
1"=4'-0" (11x17)



ELEVATION VIEW

SCALE: 1"=2'-0" (22x34)
1"=4'-0" (11x17)

NOTES:

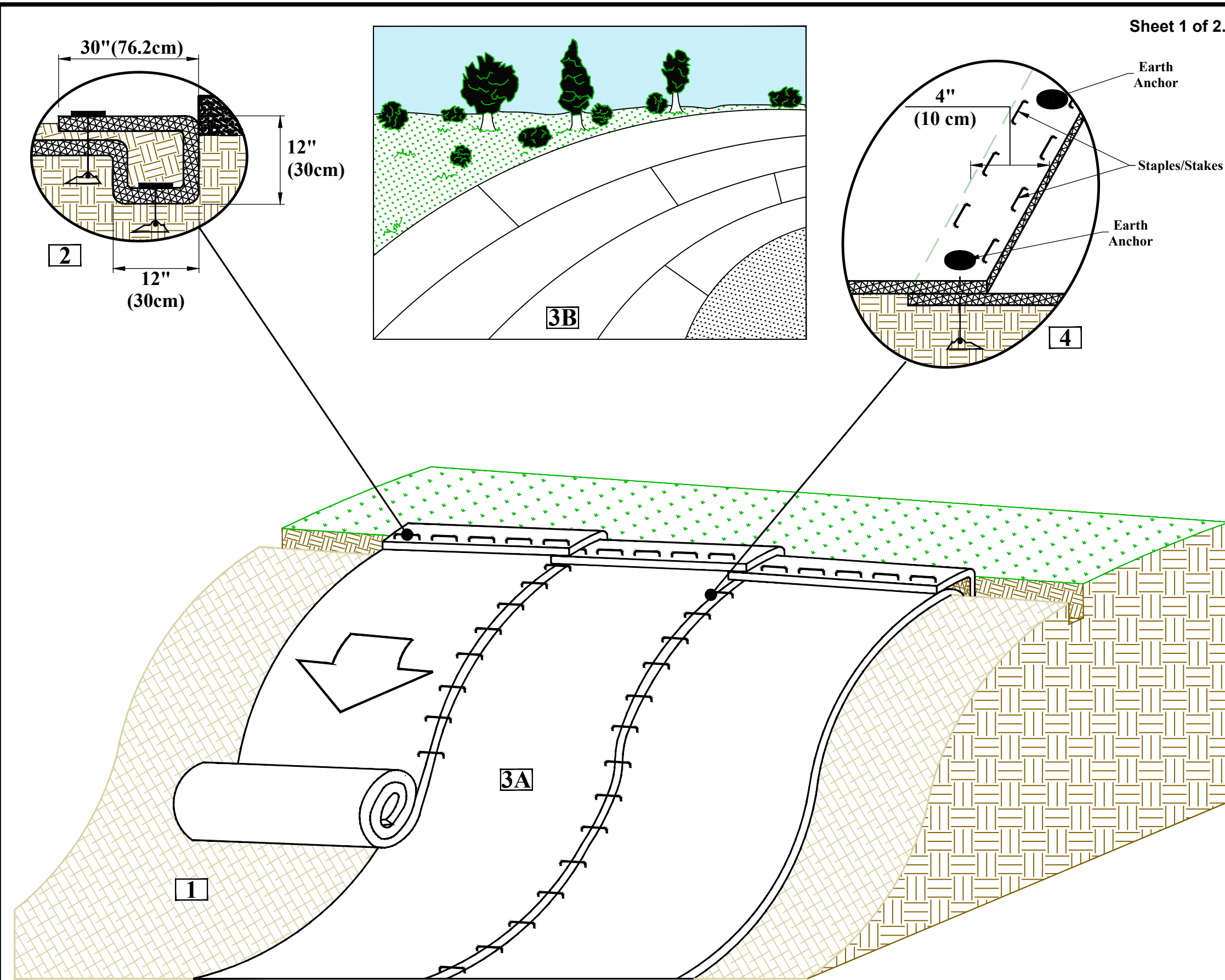
1. SEE DETAIL 100 ON SHEET C201 FOR CONCRETE CHANNEL REINFORCING.
2. INVERTS AS NOTED ON PROFILE DRAWING.

102
C201 **RECHARGE CELL DELIVERY CHANNEL PARSHALL FLUME**

No.	By	Date

SITE DETAILS	
DESIGNED BY:	J. McNeill
DATE:	December 04, 2025
DRAWN BY:	B. Merrell
SCALE:	NTS
APPROVED BY:	J. Goetsch
FILE NAME:	DS - Alkire Farms Recharge Pond - Details.dwg

Drawing Name: Z:\-Business Focus\PM_CM\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge Drawings\CAD\Sheets\DS - Alkire Farms Recharge Pond - Details.dwg Thursday, December 04, 2025 8:33 AM By: Brandon Merrell



Drawing Not To Scale

Tensor. NORTH AMERICAN GREEN™
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Poseyville, IN 47633 www.tensarnagreen.com

Drawn on: 01-28-13

Sheet 2 of 2.

SLOPE INSTALLATION EARTH ANCHOR (EA) DETAIL

1. Prepare soil before installing high-performance turf reinforcement mats (HP-TRMs), including any necessary application of lime, fertilizer, and seed.

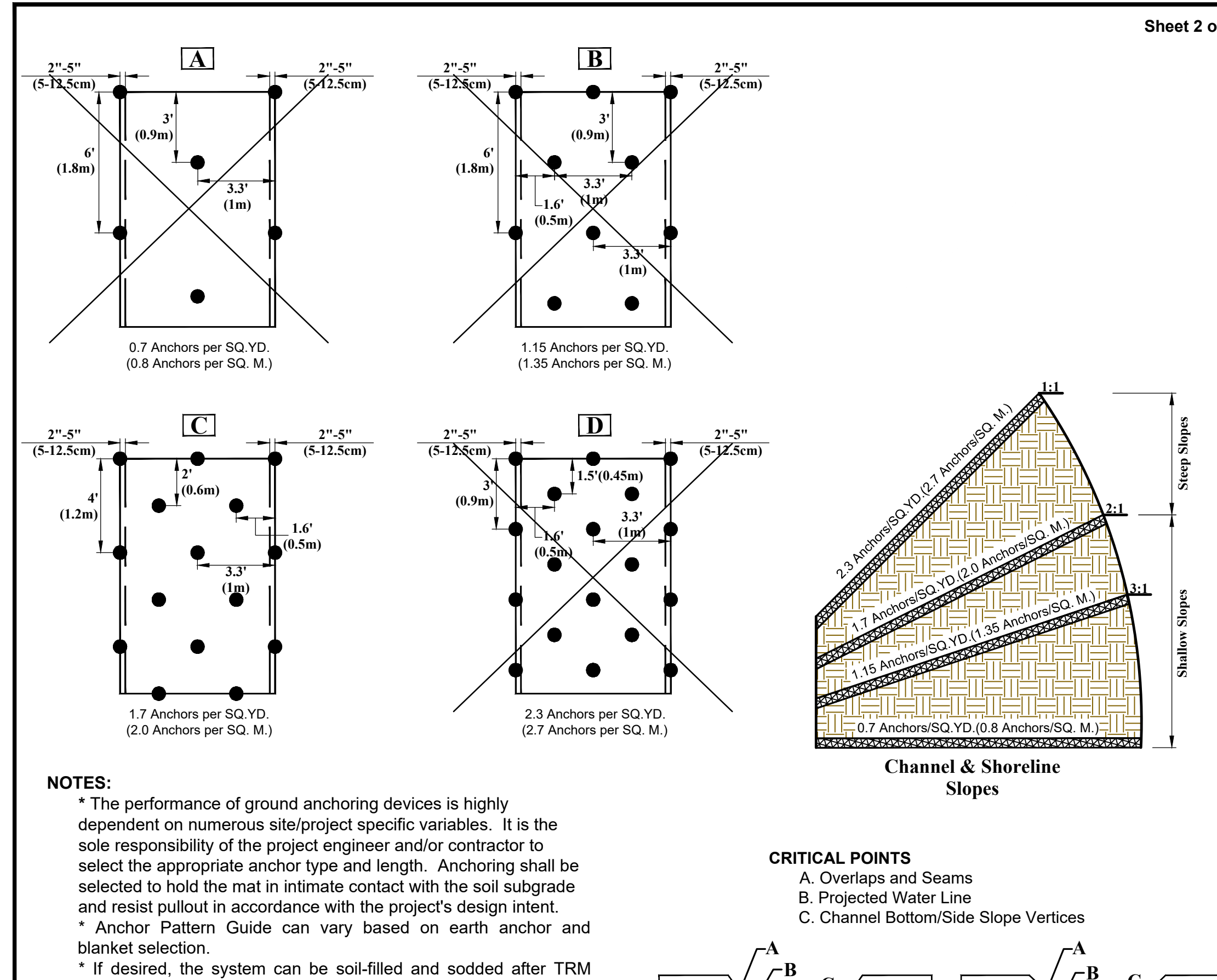
2. Begin at the top of the slope by anchoring the HP-TRMs in a 6" (15 cm) deep x 6" (15 cm) wide trench with approximately 12" (30 cm) of HP-TRMs extended beyond the up-slope portion of the trench. Anchor the HP-TRMs with a row of staples and anchors approximately 12" (30 cm) apart in the bottom of the trench. Backfill and compact the trench after stapling. Apply seed to compacted soil and fold remaining 12" (30 cm) portion of HP-TRMs back over seed and compacted soil. Secure HP-TRMs over compacted soil with a row of staples/stakes spaced approximately 12" (30 cm) apart across the width of the HP-TRMs.

3. Roll the HP-TRMs (A) down or (B) horizontally across the slope. HP-TRMs will unroll with appropriate side against the soil surface. All HP-TRMs must be securely fastened to soil surface by placing staples/stakes in appropriate locations as shown in the staple pattern guide.

4. The edges of parallel HP-TRMs must be stapled with approximately 2" - 5" (5-12.5 cm) overlap depending on the HP-TRM type.

5. Consecutive HP-TRMs spliced down the slope must be end over end (Shingle style) with an approximate 3" (7.5 cm) overlap. Staple through overlapped area, approximately 12" (30 cm) apart across entire HP-TRM width.

***NOTE:**
In loose soil conditions, the use of staple or stake lengths greater than 6" (15 cm) may be necessary to properly secure the HP-TRMs.



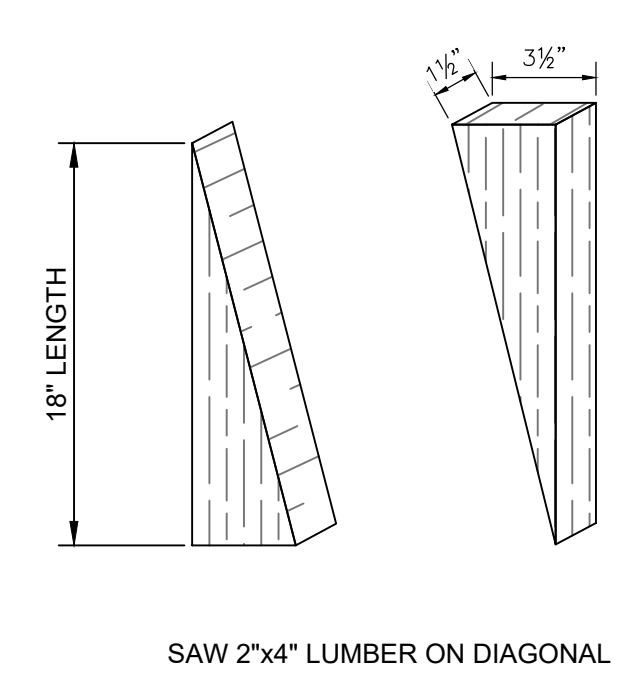
Drawing Not To Scale

Tensor. NORTH AMERICAN GREEN™ presented herein is general design information only. For specific applications, dependent professional for further design guidance.
5401 St. Wendel - Cynthiana Rd. PH: 800-772-2040
Poseyville, IN 47633 www.tensarnagreen.com

Drawn on: 01-28-13

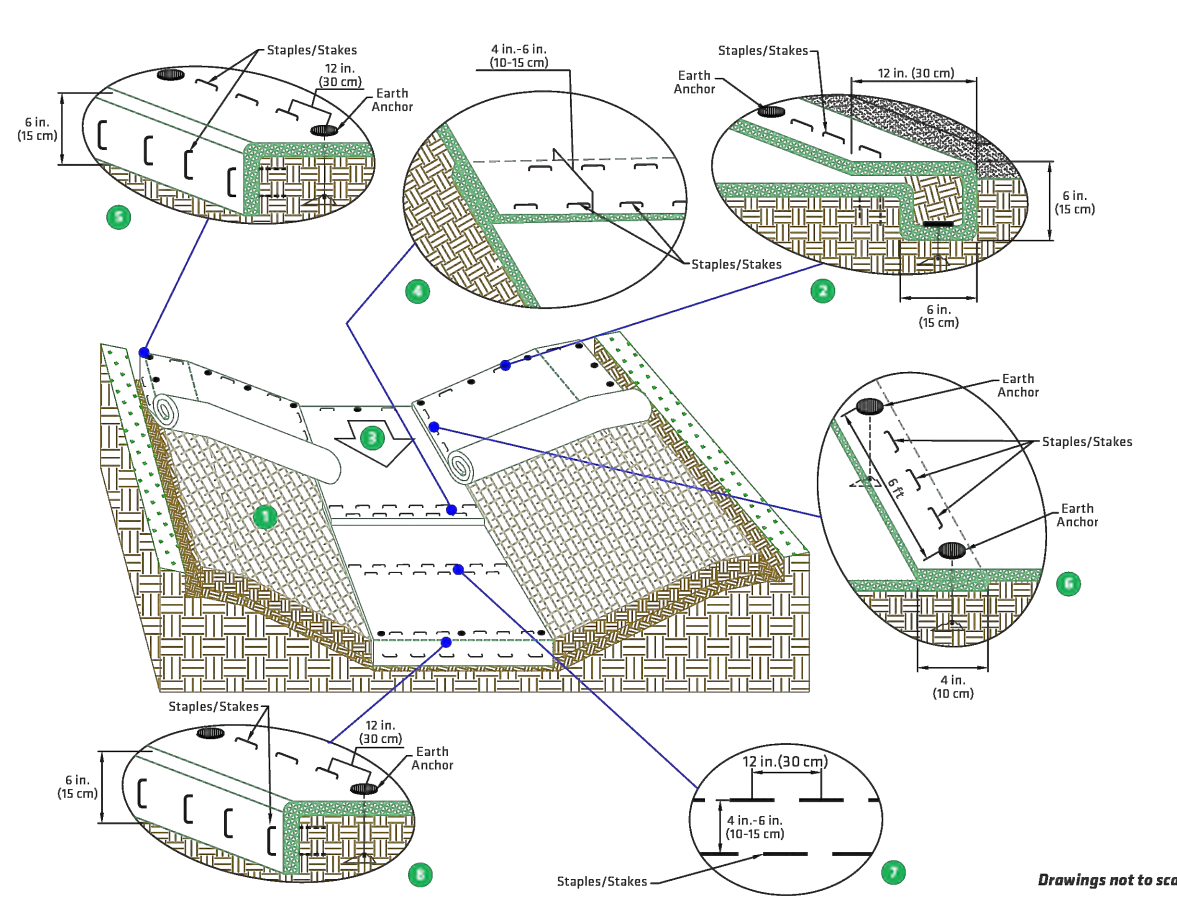
NOTE: WOOD STAKES SHALL BE USED IN LIEU OF STAPLES / EARTH ANCHORS. (SEE DETAIL THIS SHEET)

110
C203 NORTH AMERICAN GREEN EROSION CONTROL FABRIC INSTALLATION SCALE: NTS



111
C203 SCALE: NTS

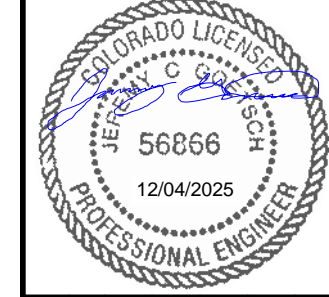
Channel Installation Detail



112
C203 CHANNEL INSTALLATION DETAIL SCALE: NTS

- GENERAL INSTALLATION**
- Prepare soil before installing the HP-TRM, including any necessary application of soil amendments such as lime or fertilizer. See seeding and vegetating section for details regarding pre-seeding, overseeding or use with sod.
 - Begin at the top of the channel by anchoring the HP-TRM in a 6 in. (15 cm) deep x 6 in. (15 cm) wide trench with approximately 12 in. (30 cm) of HP-TRM extended beyond the upslope portion of the trench. Anchor the HP-TRM with a row of anchors/staples/stakes spaced approximately 12 in. (30 cm) apart in the bottom of the trench. Backfill and compact the trench after stapling. Compact soil and fold remaining 12 in. (30 cm) portion of HP-TRM back over compacted soil. Secure HP-TRM over soil with a row of anchors/staples/stakes spaced approximately 12 in. (30 cm) across the width of the HP-TRM.
 - Roll center HP-TRM in direction of water flow in bottom of channel. HP-TRMs will unroll with appropriate side against the soil surface. All HP-TRMs must be securely fastened to soil surface by placing anchors/staples/stakes in appropriate locations as shown in the anchoring detail.
 - Place consecutive HP-TRMs end over end (shingle style) with a 4 in. x 6 in. (10 cm x 15 cm) overlap. Use a double row of staples/stakes staggered 12 in. (30 cm) apart and 12 in. (30 cm) on center to secure HP-TRMs.
 - Full length edge of HP-TRMs at top of side slopes must be anchored with a row of staples/stakes approximately 12 in. (30 cm) apart in a 6 in. (15 cm) deep x 6 in. (15 cm) wide trench. Backfill and compact the trench after stapling.
 - Adjacent HP-TRMs must be overlapped approximately 4 in. (10 cm) and fastened.
 - In high flow channel applications, a staple/stake check slot is recommended at 30 ft to 40 ft (9 m to 12 m) intervals. Use a double row of staples/stakes staggered 4 in. (10 cm) apart and 12 in. (30 cm) on center over entire width of the channel.
 - The terminal end of the HP-TRMs must be anchored with a row of staples/stakes approximately 12 in. (30 cm) apart in a 6 in. (15 cm) deep x 6 in. (15 cm) wide trench. Backfill and compact the trench after stapling.

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No.	Revisions:	By:	Date:

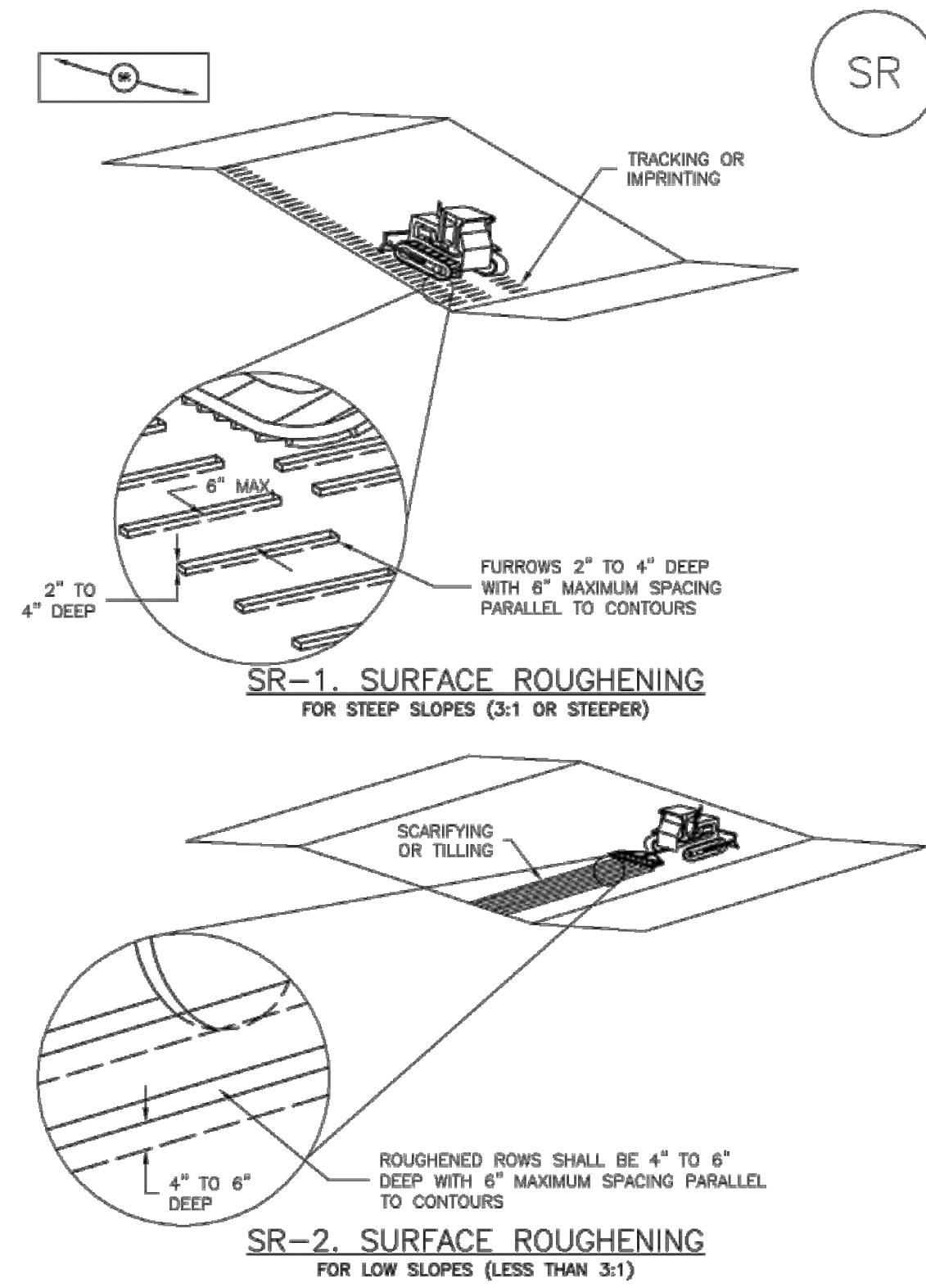
SITE DETAILS			
DESIGNED BY:	J. McNeill	DATE:	December 04, 2025
DRAWN BY:	B. Merrell	SCALE:	NTS
APPROVED BY:	J. Goetsch	FILE NAME:	DS - Alkire Farms Recharge Pond - Details.dwg

FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

PROJECT NUMBER: 25-00112
SHEET NUMBER: **C203**
SHEET INDEX: 10

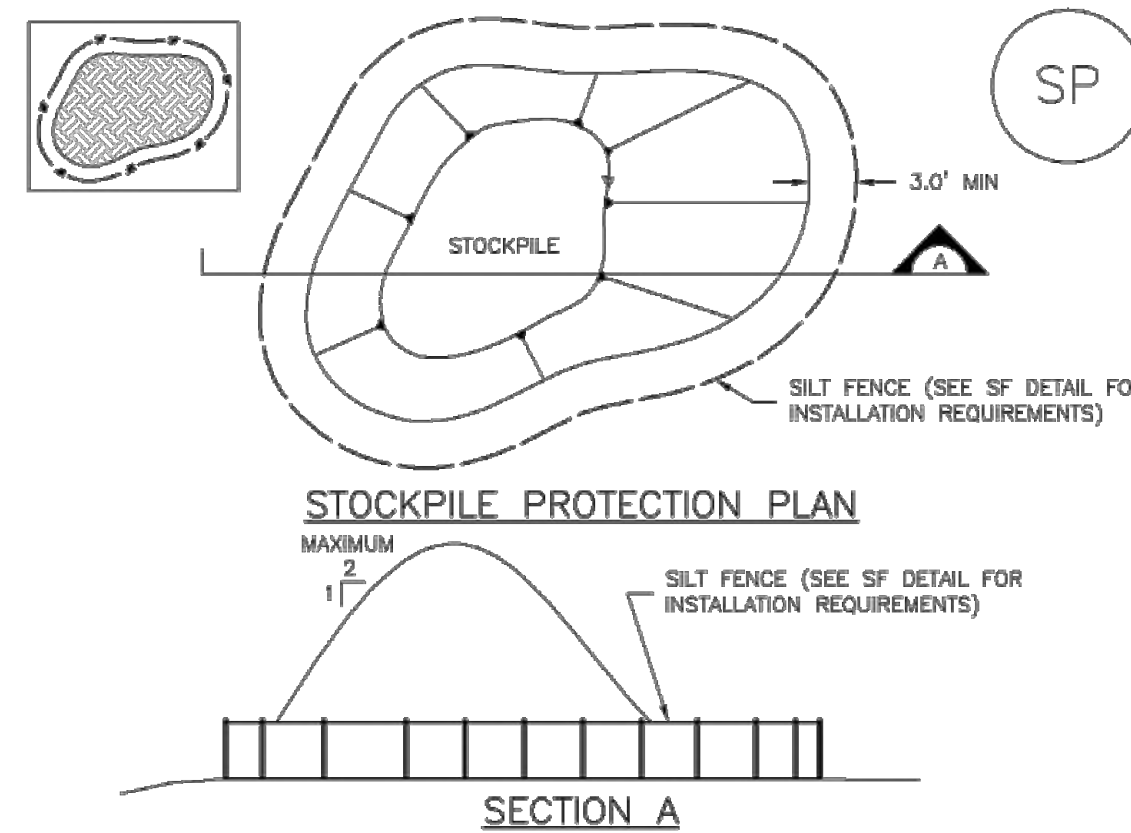
Drawing Name: Z:\Business Focus\WPM_CM\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge Drawings\CAD\Sheets\DS - Alkire Farms Recharge Pond - Erosion Control Details.dwg Wednesday, September 10, 2025 8:49 AM By: Brandon Merril

Surface Roughening (SR) EC-1



November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 SR-3

Stockpile Management (SP) MM-2



STOCKPILE PROTECTION INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATION OF STOCKPILES.
 - TYPE OF STOCKPILE PROTECTION.
- INSTALL PERIMETER CONTROLS IN ACCORDANCE WITH THEIR RESPECTIVE DESIGN DETAILS. SILT FENCE IS SHOWN IN THE STOCKPILE PROTECTION DETAILS; HOWEVER, OTHER TYPES OF PERIMETER CONTROLS INCLUDING SEDIMENT CONTROL LOGS OR ROCK SOCKS MAY BE SUITABLE IN SOME CIRCUMSTANCES. CONSIDERATIONS FOR DETERMINING THE APPROPRIATE TYPE OF PERIMETER CONTROL FOR A STOCKPILE INCLUDE WHETHER THE STOCKPILE IS LOCATED ON A PERVIOUS OR IMPERVIOUS SURFACE, THE RELATIVE HEIGHTS OF THE PERIMETER CONTROL AND STOCKPILE, THE ABILITY OF THE PERIMETER CONTROL TO CONTAIN THE STOCKPILE WITHOUT FAILING IN THE EVENT THAT MATERIAL FROM THE STOCKPILE SHIFTS OR SLUMPS AGAINST THE PERIMETER, AND OTHER FACTORS.
- STABILIZE THE STOCKPILE SURFACE WITH SURFACE ROUGHENING, TEMPORARY SEEDING AND MULCHING, EROSION CONTROL BLANKETS, OR SOIL BINDERS. SOILS STOCKPILED FOR AN EXTENDED PERIOD (TYPICALLY FOR MORE THAN 60 DAYS) SHOULD BE SEEDED AND MULCHED WITH A TEMPORARY GRASS COVER ONCE THE STOCKPILE IS PLACED (TYPICALLY WITHIN 14 DAYS). USE OF MULCH ONLY OR A SOIL BINDER IS ACCEPTABLE IF THE STOCKPILE WILL BE IN PLACE FOR A MORE LIMITED TIME PERIOD (TYPICALLY 30-60 DAYS).
- FOR TEMPORARY STOCKPILES ON THE INTERIOR PORTION OF A CONSTRUCTION SITE, WHERE OTHER DOWNGRADE CONTROLS, INCLUDING PERIMETER CONTROL, ARE IN PLACE, STOCKPILE PERIMETER CONTROLS MAY NOT BE REQUIRED.

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EC-1 Surface Roughening (SR)

SURFACE ROUGHENING INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATION(S) OF SURFACE ROUGHENING.
- SURFACE ROUGHENING SHALL BE PROVIDED PROMPTLY AFTER COMPLETION OF FINISHED GRADING (FOR AREAS NOT RECEIVING TOPSOIL) OR PRIOR TO TOPSOIL PLACEMENT OR ANY FORECASTED RAIN EVENT.
- AREAS WHERE BUILDING FOUNDATIONS, PAVEMENT, OR SOD WILL BE PLACED WITHOUT DELAY IN THE CONSTRUCTION SEQUENCE, SURFACE ROUGHENING IS NOT REQUIRED.
- DISTURBED SURFACES SHALL BE ROUGHENED USING RIPPING OR TILLING EQUIPMENT ON THE CONTOUR OR TRACKING UP AND DOWN A SLOPE USING EQUIPMENT TREADS.
- A FARMING DISK SHALL NOT BE USED FOR SURFACE ROUGHENING.

SURFACE ROUGHENING MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACE UPON DISCOVERY OF THE FAILURE.
- VEHICLES AND EQUIPMENT SHALL NOT BE DRIVEN OVER AREAS THAT HAVE BEEN SURFACE ROUGHENED.
- IN NON-TURF GRASS FINISHED AREAS, SEEDING AND MULCHING SHALL TAKE PLACE DIRECTLY OVER SURFACE ROUGHENED AREAS WITHOUT FIRST SMOOTHING OUT THE SURFACE.
- IN AREAS NOT SEEDED AND MULCHED AFTER SURFACE ROUGHENING, SURFACES SHALL BE RE-ROUGHENED AS NECESSARY TO MAINTAIN GROOVE DEPTH AND SMOOTH OVER RILL EROSION.

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SR-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

MM-2 Stockpile Management (SM)

STOCKPILE PROTECTION MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

STOCKPILE PROTECTION MAINTENANCE NOTES

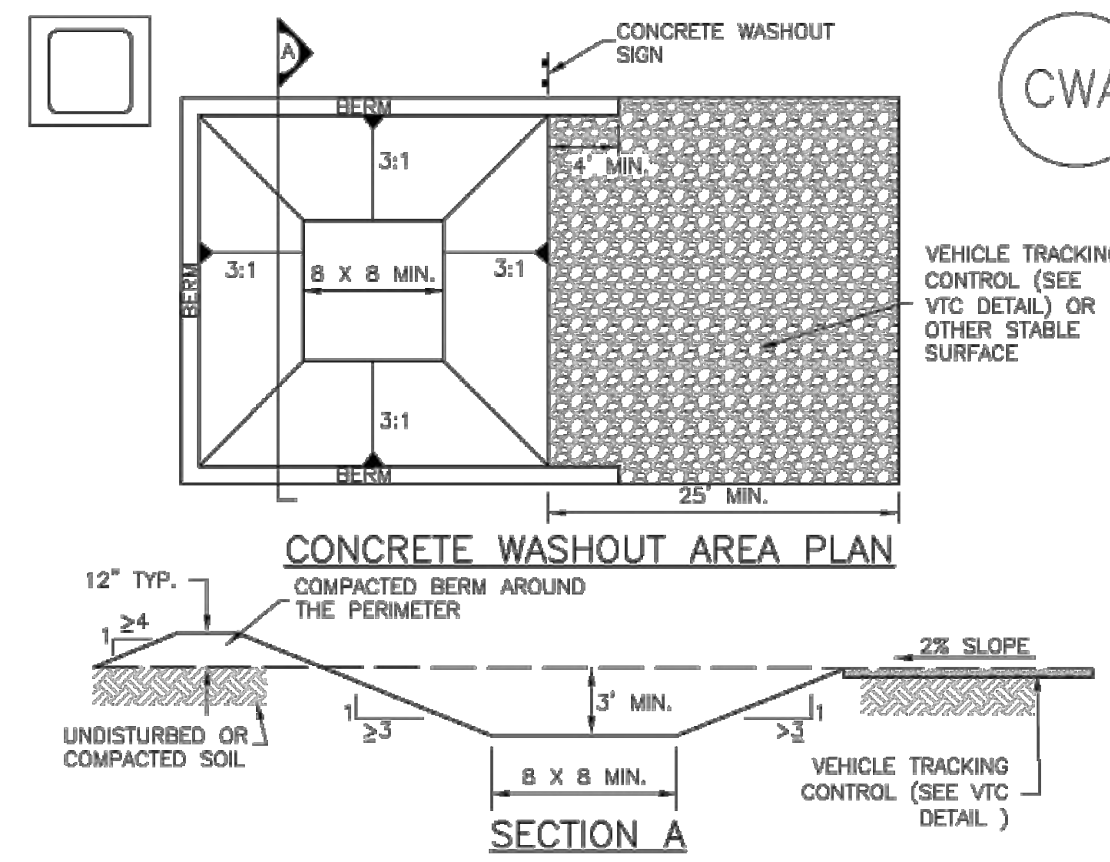
- IF PERIMETER PROTECTION MUST BE MOVED TO ACCESS SOIL STOCKPILE, REPLACE PERIMETER CONTROLS BY THE END OF THE WORKDAY.
- STOCKPILE PERIMETER CONTROLS CAN BE REMOVED ONCE ALL THE MATERIAL FROM THE STOCKPILE HAS BEEN USED.

(DETAILS ADAPTED FROM PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SP-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Concrete Washout Area (CWA) MM-1



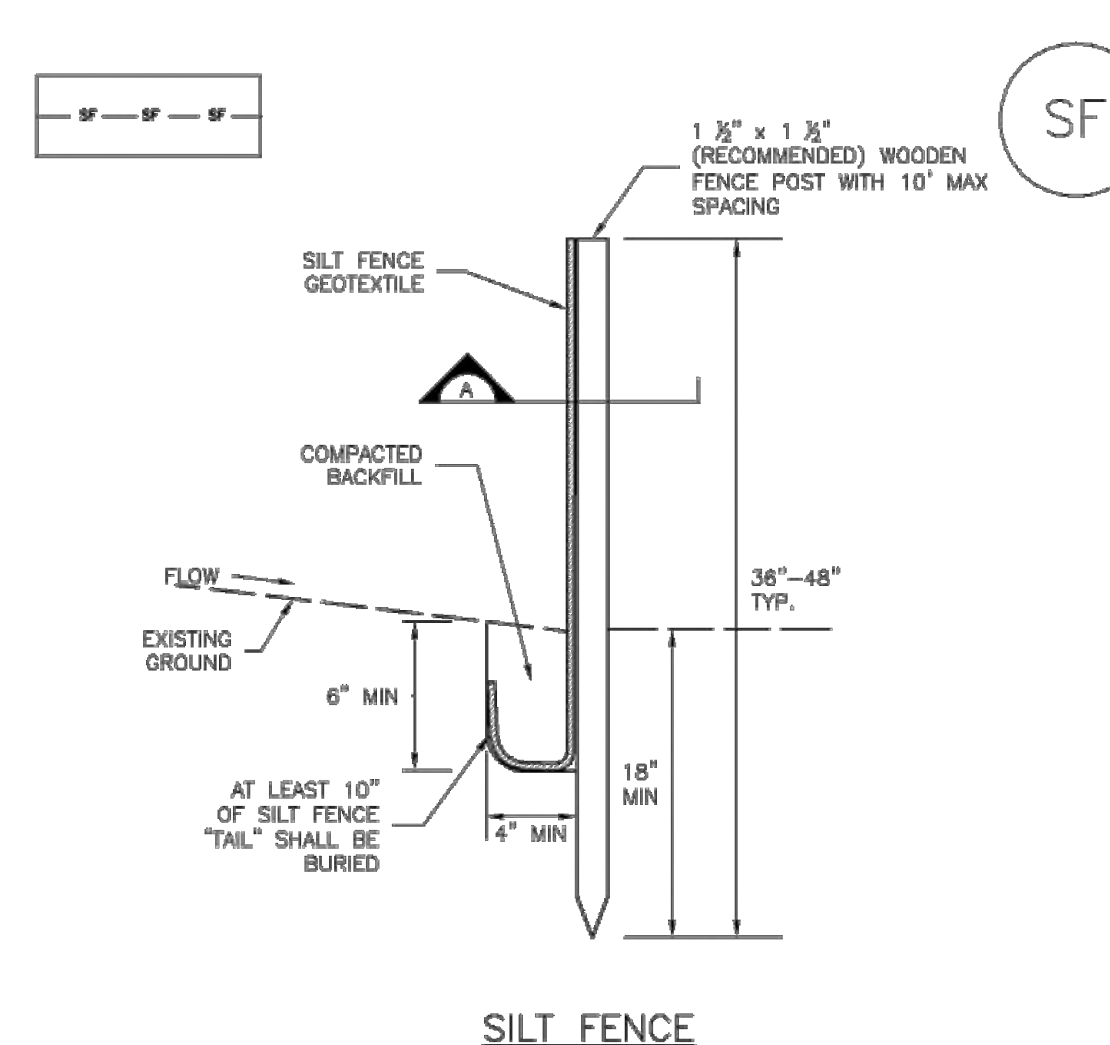
CWA-1. CONCRETE WASHOUT AREA

CWA INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - CWA INSTALLATION LOCATION.
- DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (1/8 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.
- THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
- CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
- BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
- VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
- SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
- USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 CWA-3

Silt Fence (SF) SC-1



SILT FENCE

POSTS SHALL OVERLAP AT JOINTS SO THAT NO GAPS EXIST IN SILT FENCE

THICKNESS OF GEOTEXTILE HAS BEEN EXAGGERATED, TYP

SECTION A

SF-1. SILT FENCE

November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 SF-3

MM-1 Concrete Washout Area (CWA)

CWA MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
- CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
- THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
- WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND THE CITY OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

CWA-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

SC-1 Silt Fence (SF)

SILT FENCE INSTALLATION NOTES

- SILT FENCE MUST BE PLACED AWAY FROM THE TOE OF THE SLOPE TO ALLOW FOR WATER PONDING. SILT FENCE AT THE TOE OF A SLOPE SHOULD BE INSTALLED IN A FLAT LOCATION AT LEAST SEVERAL FEET (2-5 FT) FROM THE TOE OF THE SLOPE TO ALLOW ROOM FOR PONDING AND DEPOSITION.
- A UNIFORM 6" X 4" ANCHOR TRENCH SHALL BE EXCAVATED USING TRENCHER OR SILT FENCE INSTALLATION DEVICE. NO ROAD GRADERS, BACKHOES, OR SIMILAR EQUIPMENT SHALL BE USED.
- COMPACT ANCHOR TRENCH BY HAND WITH A "JUMPING JACK" OR BY WHEEL ROLLING. COMPACTION SHALL BE SUCH THAT SILT FENCE RESISTS BEING PULLED OUT OF ANCHOR TRENCH BY HAND.
- SILT FENCE SHALL BE PULLED TIGHT AS IT IS ANCHORED TO THE STAKES. THERE SHOULD BE NO NOTICEABLE SAG BETWEEN STAKES AFTER IT HAS BEEN ANCHORED TO THE STAKES.
- SILT FENCE FABRIC SHALL BE ANCHORED TO THE STAKES USING 1" HEAVY DUTY STAPLES OR NAILS WITH 1" HEADS. STAPLES AND NAILS SHOULD BE PLACED 3" ALONG THE FABRIC DOWN THE STAKE.
- AT THE END OF A RUN OF SILT FENCE ALONG A CONTOUR, THE SILT FENCE SHOULD BE TURNED PERPENDICULAR TO THE CONTOUR TO CREATE A "J-HOOK." THE "J-HOOK" EXTENDING PERPENDICULAR TO THE CONTOUR SHOULD BE OF SUFFICIENT LENGTH TO KEEP RUNOFF FROM FLOWING AROUND THE END OF THE SILT FENCE (TYPICALLY 10' - 20').
- SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SILT FENCE MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- SEDIMENT ACCUMULATED UPSTREAM OF THE SILT FENCE SHALL BE REMOVED AS NEEDED TO MAINTAIN THE FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 6".
- REPAIR OR REPLACE SILT FENCE WHEN THERE ARE SIGNS OF WEAR, SUCH AS SAGGING, TEARING, OR COLLAPSE.
- SILT FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION, OR IS REPLACED BY AN EQUIVALENT PERIMETER SEDIMENT CONTROL BMP.
- WHEN SILT FENCE IS REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SF-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

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PROFESSIONAL ENGINEER
56866
12/04/2025

No.	By	Date	Revisions

EROSION CONTROL DETAILS

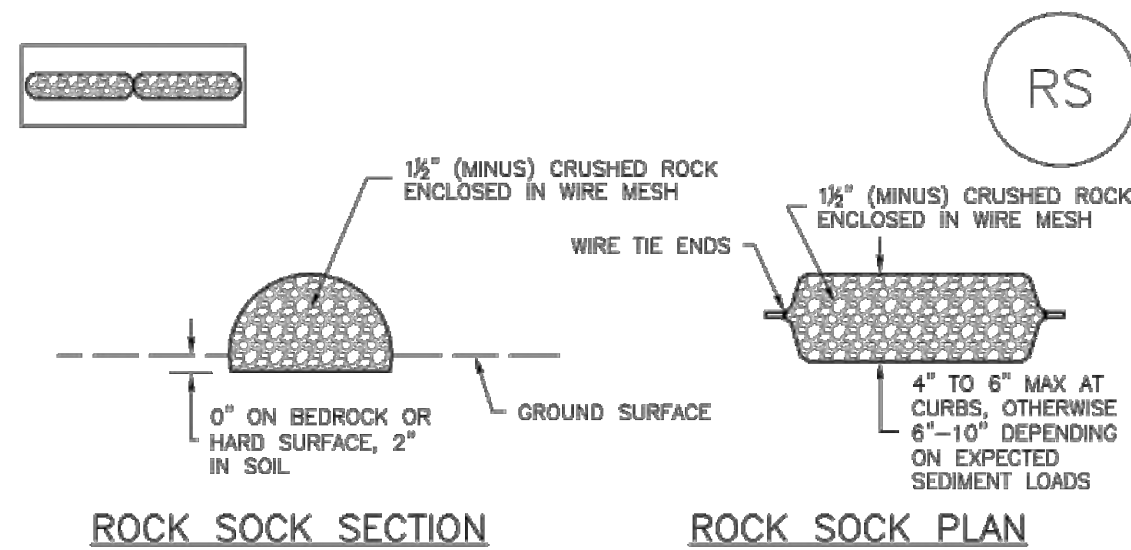
**FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND**

DESIGNED BY:	J. McNeill	DATE:	December 04, 2025	SCALE:	NTS
DRAWN BY:	B. Merril	FILE NAME:	DS_Alkire Farm Recharge Pond - Erosion Control Details.dwg		
APPROVED BY:	J. Goetsch				

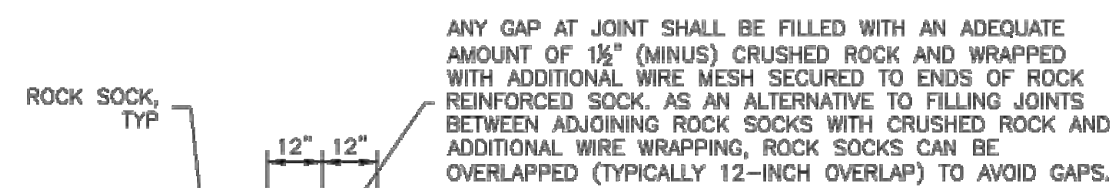
PROJECT NUMBER:	25-00112
SHEET NUMBER	C301
SHEET INDEX:	11

Drawing Name: Z:\Business Focus\PM_CM\Fort Collins-Loveland Water District (FCLWD)\Alkire Farm Recharge\Drawings\CAD\Sheets\RS - Alkire Farms Recharge Pond - Erosion Control Details.dwg Wednesday, September 10, 2025 8:49 AM By: Brandon Merril

SC-5 Rock Sock (RS)



ROCK SOCK SECTION **ROCK SOCK PLAN**



ROCK SOCK JOINTING

GRADATION TABLE	
SIEVE SIZE	MASS PERCENT PASSING SQUARE MESH SIEVES
	NO. 4
2"	100
1 1/2"	90 - 100
1"	20 - 55
3/4"	0 - 15
3/8"	0 - 5

MATCHES SPECIFICATIONS FOR NO. 4 COARSE AGGREGATE FOR CONCRETE PER AASHTO M43. ALL ROCK SHALL BE FRACTURED FACE, ALL SIDES.

ROCK SOCK INSTALLATION NOTES

- SEE PLAN VIEW FOR: -LOCATION(S) OF ROCK SOCKS.
- CRUSHED ROCK SHALL BE 1/2" (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1/2" MINUS).
- WIRE MESH SHALL BE FABRICATED OF 10 GAGE POULTRY MESH, OR EQUIVALENT, WITH A MAXIMUM OPENING OF 1/2", RECOMMENDED MINIMUM ROLL WIDTH OF 48"
- WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.
- SOME MUNICIPALITIES MAY ALLOW THE USE OF FILTER FABRIC AS AN ALTERNATIVE TO WIRE MESH FOR THE ROCK ENCLOSURE.

RS-1. ROCK SOCK PERIMETER CONTROL

RS-2 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

Rock Sock (RS) SC-5

ROCK SOCK MAINTENANCE NOTES

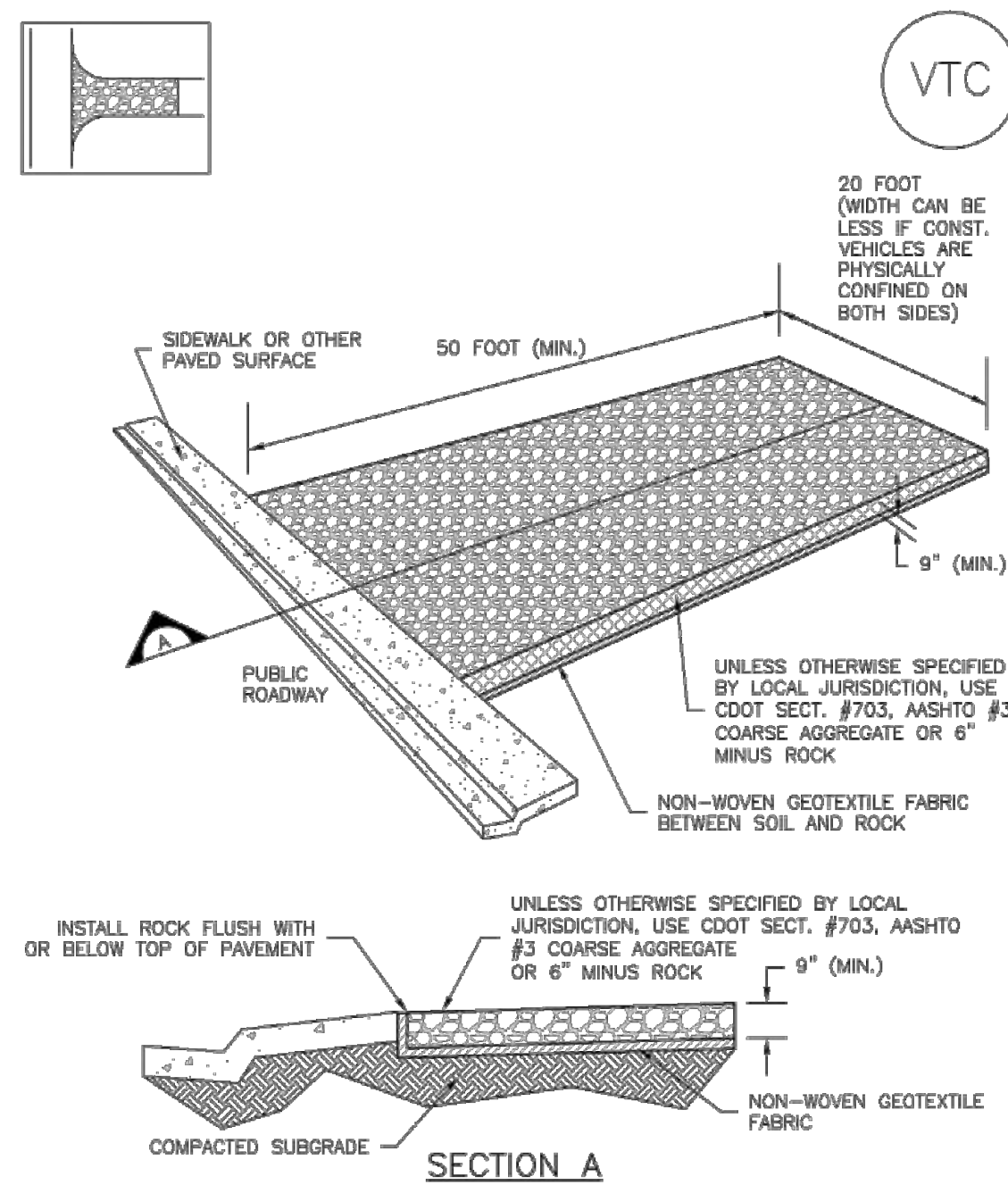
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, OR DAMAGED BEYOND REPAIR.
- SEDIMENT ACCUMULATED UPSTREAM OF ROCK SOCKS SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE ROCK SOCK.
- ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
- WHEN ROCK SOCKS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)
NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCO STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF ROCK SOCK INSTALLATION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY OTHER SIMILAR PROPRIETARY PRODUCTS ON THE MARKET. UDFCO NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY PROTECTION PRODUCTS; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

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Vehicle Tracking Control (VTC) SM-4



VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

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Urban Storm Drainage Criteria Manual Volume 3

SM-4 Vehicle Tracking Control (VTC)

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

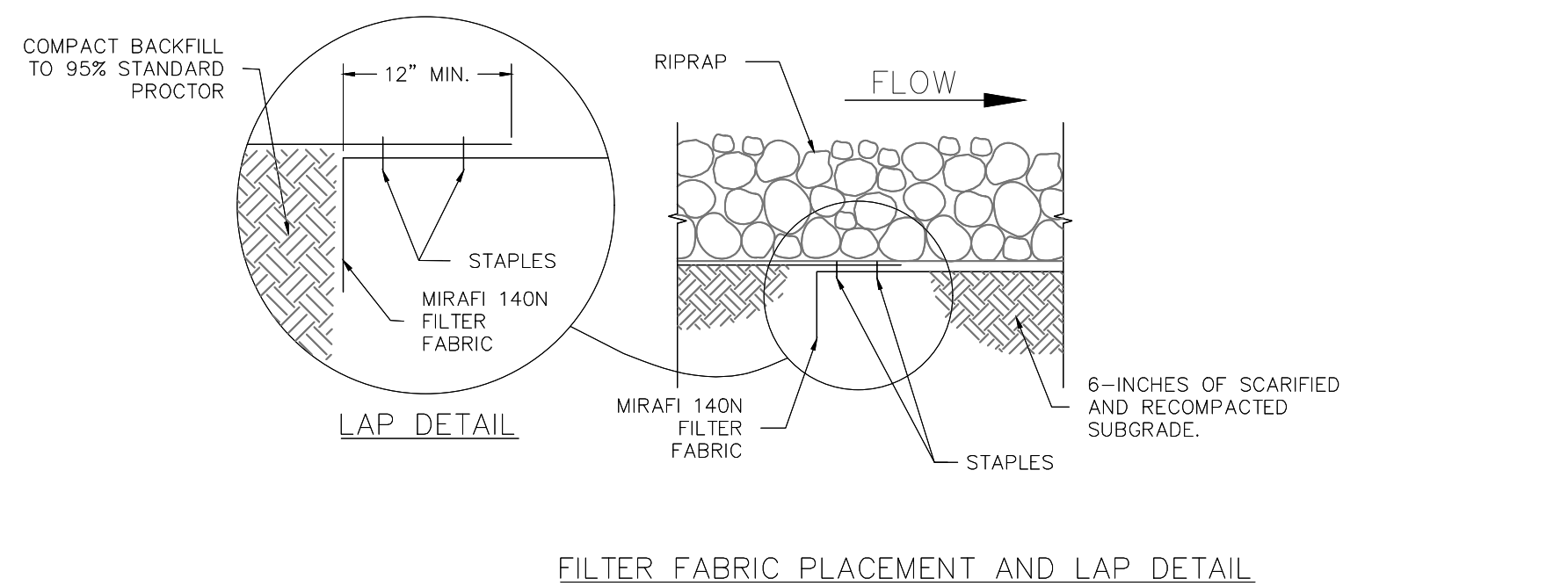
- SEE PLAN VIEW FOR: -LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S). -TYPE OF CONSTRUCTION ENTRANCE(S)/EXIT(S) (WITH/WITHOUT WHEEL WASH, CONSTRUCTION MAT OR TRM).
- CONSTRUCTION MAT OR TRM STABILIZED CONSTRUCTION ENTRANCES ARE ONLY TO BE USED ON SHORT DURATION PROJECTS (TYPICALLY RANGING FROM A WEEK TO A MONTH) WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.
- A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT-OF-WAYS.
- STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
- A NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK.
- UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES

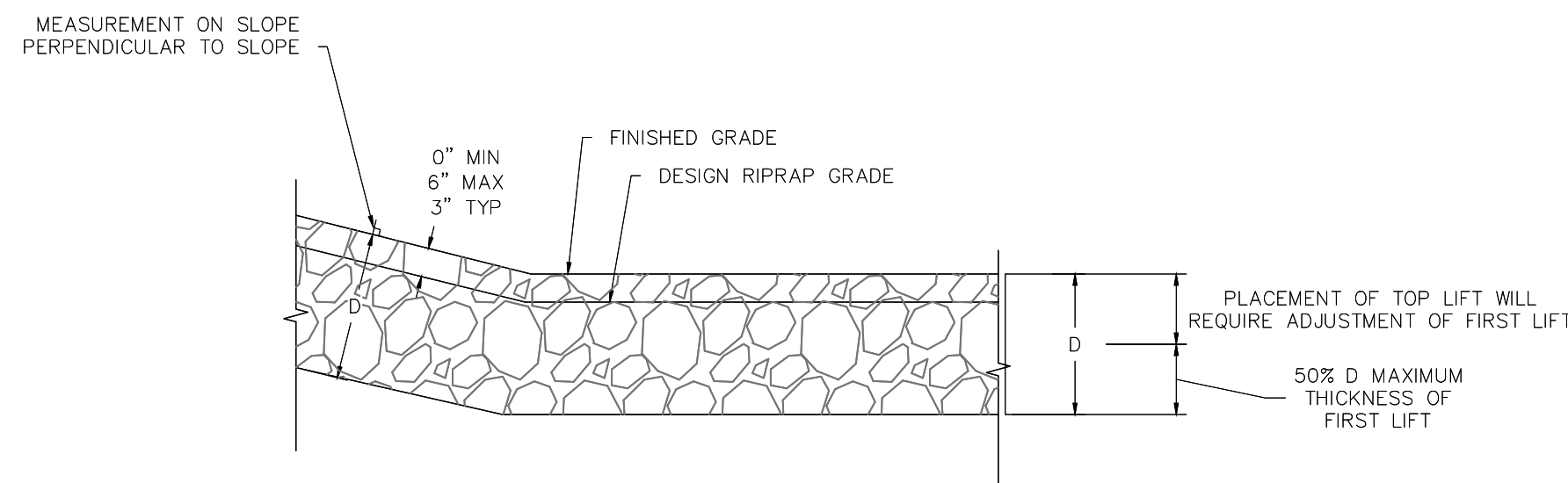
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY TO THE STABILIZED ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH.
- SEDIMENT TRACKED ONTO PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND AT THE END OF THE DAY BY SHOVELING OR SWEEPING. SEDIMENT MAY NOT BE WASHED DOWN STORM SEWER DRAINS.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCO STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
(DETAILS ADAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)

VTC-6 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3



FILTER FABRIC PLACEMENT AND LAP DETAIL



RIPRAP INSTALLATION

203
C302

NOT TO SCALE

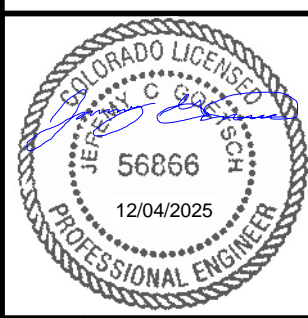
RIPRAP DESIGNATION	% SMALLER THAN GIVEN SIZE BY WEIGHT	INTERMEDIATE ROCK DIMENSIONS (INCHES)	d ₅₀ (INCHES)*
TYPE VL	70-100	12	6**
	50-70	9	
	35-50	6	
	2-10	2	
TYPE L	70-100	15	9**
	50-70	12	
	35-50	9	
	2-10	3	
TYPE M	70-100	21	12
	50-70	18	
	35-50	12	
	2-10	4	
TYPE H	70-100	30	18
	50-70	24	
	35-50	18	
	2-10	6	
TYPE VH	70-100	42	24
	50-70	33	
	35-50	24	
	2-10	9	

* d₅₀ = MEAN PARTICAL SIZE (INTERMEDIATE DIMENSION) BY WEIGHT.
** MIX VL AND L RIPRAP WITH 30% (BY VOLUME) TOPSOIL AND BURY IT WITH 6+ INCHES OF TOP SOIL, ALL VIBRATION COMPACTED, AND REVEGETATED.

NOTES:

- GENERAL PLACEMENT TECHNIQUES SHOULD RESULT IN LARGER ROCK AT THE SURFACE WITH ROCK SECURELY INTERLOCKED AT THE DESIGN THICKNESS AND GRADE. COMPACTION AND LEVELING SHOULD RESULT IN MINIMAL VOIDS AND PROJECTION ABOVE GRADE. FOR BOTH BURIED AND EXPOSED RIPRAP.

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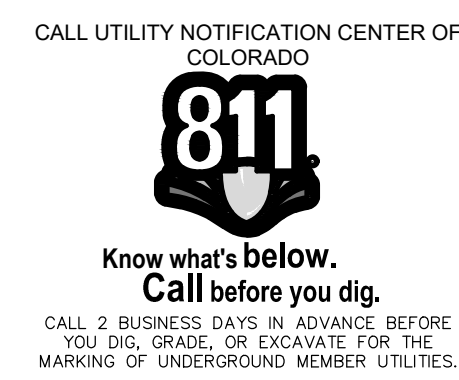


No.	Sheet Revisions	
	By	Date

EROSION CONTROL DETAILS			
DESIGNED BY:	J. McNeill	DATE:	December 04, 2025
DRAWN BY:	B. Merril	SCALE:	NTS
APPROVED BY:	J. Coelisch	FILE NAME:	05 - Alkire Farm Recharge Pond - Erosion Control Details.dwg

FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND
FORT COLLINS LOVELAND WATER DISTRICT

PROJECT NUMBER:
25-00112
SHEET NUMBER
C302
SHEET INDEX: 12





101
SU01

PHOTO OF POTHOLE # 1

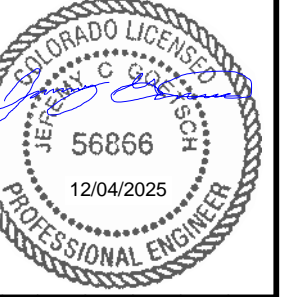
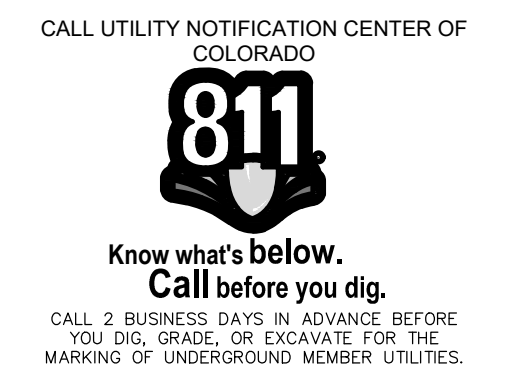


102
SU01

PHOTO OF POTHOLE # 2

POTHOLE NO.	DETAIL NO.	UTILITY TYPE	UTILITY SIZE	UTILITY MATERIAL	DEPTH FROM SURFACE	TOP DEPTH	SURFACE ELEVATION	ASPHALT DEPTH	NORTHING	EASTING	STATIONING	ALIGNMENT	NOTES
1	101	Gas	4"	Steel	5.08'	5036.017	5041.097	Softscape	1474118.655	3202567.104	10+11	15" HDPE	
2	102	Gas	8"	Steel	4.66'	5036.5811	5041.2411	Softscape	1474139.286	3202605.86	10+55	15" HDPE	

SUBSURFACE UTILITY ENGINEERING PLAN
QUALITY LEVEL A
NOT FOR CONSTRUCTION



No.	Revisions:	By:	Date:

SUBSURFACE UTILITY ENGINEERING TABLE & PHOTOS			
DESIGNED BY:	J. McNeill	DATE:	December 04, 2025
DRAWN BY:	B. Merrell	SCALE:	NTS
APPROVED BY:	J. Goetsch	FILE NAME:	DS - Alkire Farms Recharge Pond - SUE Table.dwg

FORT COLLINS LOVELAND WATER DISTRICT
ALKIRE FARMS RECHARGE POND

PROJECT NUMBER:
25-00112

SHEET NUMBER

SU01

SHEET INDEX: 13