

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

August 10, 2026, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve August 10, 2026, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from July 13, 2026, Meeting**
 - b. Invoices through August 10, 2026**
 - c. Financial Statements July 2026**
 - d. Saddler Development Commitment to Serve Letter 1 Year Extension**
 - e. Severance South/WinDance Commitment to Serve Letter 1 Year Extension**
 - f. Spencer Fane Engagement Letter (Ratify)**
 - g. Quality Well and Pump Scope for Office Wells (Ratify)**
 - h. Moltz Pump Station 1 Repair Partial Release of Retainage**
 - i. Zone 1 West Heckman Crop Damage Agreement**
 - j. Zone 1 West Reynolds Change Order #2 and Pay Application**
 - k. Eaton Pipeline Phase III**
 - i. Certificate of Substantial Completion**
 - ii. Pay Application #8**
 - l. Letter of Intent**
 - i. Stansloski**
 - ii. Beth Ann Francis Trust**
 - m. NWCWD and Greeley Interconnect at Harmony Pump Station**
 - i. Notice to Proceed**
 - ii. Notice of Award**
 - iii. Construction Agreement**
- 6. Action: ELCO Service from NWCWD Connection Letter, Reimbursements and Next Steps (enclosures, privileged and confidential)**

7. Discussion: NWCWD 2026 SWOT Analysis Update (enclosures, privileged and confidential)
 - a. Negotiation Points for Purchase of City of Fort Collins Treatment Capacity
8. Discussion: Congressional Guest to Discuss NWCWD Capital Improvement Achievements, Future Needs, Drought Issues
9. Action: Eaton Phase III Pipeline Property Matters (enclosures, privileged and confidential)
 - a. Johnson Settlement Agreement and TCE
10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Eaton Phase III Pipeline Property Acquisition Matters, ELCO Service from NWCWD Connection, NWCWD SWOT Analysis Update, City of Ft. Collins Treatment Capacity Agreement.
11. District Manager's Report (enclosures)
 - a. Rate Change Letters to Non-Potable Customers
 - b. Commercial Sector WSA Update
 - c. Larimer County 1041 permit project kick off meeting
 - d. Development Review for Single Meter LOI Efficiency Changes
 - e. Employee Safety Meeting
 - f. September 2026 board meeting date
 - g. Final phase of office repaving project complete

Other Business:

ADJOURN_____ .M.

**MINUTES OF A MEETING OF THE BOARD OF THE
NORTH WELD COUNTY WATER DISTRICT**

HELD JULY 13, 2026 AT 8:30 A.M. AT

32825 COUNTY ROAD 39, LUCERNE, COLORADO AND VIA TELECONFERENCE

The meeting of the Board of Directors of North Weld County Water District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Attendance

Tad Stout, President
Nels Nelson, Treasurer
J.G. Milne, Assistant Secretary
Anne Hennen, Assistant Secretary (appearing by teleconference)

Matt Pettinger, Assistant Secretary – Absent and Excused

Also present were Eric Reckentine and Garrett Mick, District General Manager; Zachary P. White, Esq., WBA, PC, District General Counsel; Jamie Dickinson, SpencerFane, District Special Counsel; Scott Holwick, Lyons Gaddis, District Water Counsel; Richard Raines and Jan Sitterson, Water Resources; George Oamek, Honeycreek Resources; Wendy Greenwald, The Solution PR; and members of the public.

1. Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, with Director Pettinger absent and excused, and Mr. Stout called the meeting to order at 8:30 a.m.

2. Confirmation of Disclosures of Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WBA, PC, with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

3. Action: Approve July 13, 2026, NWCWD Board Meeting Agenda

The Board reviewed the proposed agenda. Upon a motion by Mr. Milne and seconded by Mr. Nelson, the Board unanimously approved the agenda as presented.

4. Public Comment

Representative Lori Sander introduced herself to the Board and expressed interest in issues in House District 56.

John Holden addressed the Board regarding water quality issues in Wild Wing.

5. Consent Agenda

Mr. Reckentine reviewed the items on the consent agenda with the Board. Mr. Reckentine advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. Upon a motion by Mr. Nelson and seconded by Mr. Milne, the following items on the consent agenda were unanimously approved, ratified, and adopted:

- a. Minutes from June 8, 2026, Meeting
- b. Invoices through July 13, 2026
- c. Financial Statements May and June 2026
- d. Change Order Pump Station 1 Moltz – Check Valve
- e.
- f. Tri Hydro – Scope of Work, Line Relocation County Road 74/31
- g. Resolution No. 20260713-01: Regarding Adoption of a Water Conservation Plan
- h. Midco Diving Tank 4 Repair (Ratify)
- i. Easement Acquisitions
 - i. Bricher – Zone 1 East
- j. Pay Applications
 - i. Zone 1 West, Reynolds #3
 - ii. Eaton Pipeline Phase III, Garney #6 and #7
 - iii. Eaton Pipeline Phase III Change Order #3
- k. Letter of Intent
 - i. Fiegel
 - ii. Kramer
 - iii. Oliver

Consent Agenda item (e) 2027 Peterbilt Truck #567 removed from the Consent Agenda and action was deferred.

6. Action: Saddler Ridge and Wild Wing Non-Potable Water System Rates

Mr. Reckentine presented the structure, operation, and non-potable water supplies available to the Wild Wing community. Mr. Reckentine noted that the limited resources dedicated for use in the community have been exhausted and the District is supplementing the non-potable system with treated C-BT water. He recommended that Wild Wing customers pay rates equal to treated water rates for the supplemented water, consistent with approximately 7,000 other District customers

who pay treated water rates. Mr. Reckentine explained that the cost is attributable to the cost to bring water from the mountains, treatment, and transmission through 30 miles of transmission lines, and noted his hope that the measure would be temporary and would not need to continue in 2027.

Public Comment: Members of the public were permitted to speak to the Board regarding the proposed rates. Eleven members of the public addressed the Board regarding how the Town of Timnath irrigates its park and the water resources used, communications between the District and Wild Wing Metropolitan District, communications between the District and Wild Wing customers, water resources dedicated to the District (including resources used to flush the non-potable water system), efficient use of water resources (including the Clyde Smith rights), ownership, operation, and maintenance of the non-potable water system, exhaustion of dedicated water rights, water service agreement obligations, watering restrictions or alternative watering methods, financial hardship, and impact on homeowners' associations.

a. Consider Adoption of Amended Fee Schedule

Mr. Reckentine presented an Amended Fee Schedule to the Board implementing a Monthly Non-Potable System Water Service Charge for "potable water only" of \$5.19 per 1,000 gallons. It was noted that public notice that the Board may consider changes to rates at the meeting was posted on the District's website at least 30 days in advance of the meeting, and mailed notice was sent to the impacted customers. It was noted that no customers from the Saddler Ridge community attended the meeting. The Board discussed the proposed Amended Fee Schedule. Following discussion, and upon a motion by Mr. Nelson and seconded by Mr. Milne, the Board approved the Amended Fee Schedule, with a commitment to evaluate implementation of the rates annually based on available water resources and communicate directly with customers each watering season if the treated water rates are implemented again in 2027.

7. Action: Consider Approval of Resolution No. 20260713-02, Water Supply and Storage Company Case No. 17CW3057 Diligence Application

Mr. Holwick presented the resolution to the Board. Upon a motion by Mr. Nelson and seconded by Mr. Milne, the Board unanimously adopted Resolution No. 20260713-02.

8. Discussion: Commercial Sector Water Service Agreements

a. Plant Investment Analysis – Honeycreek Resources

Mr. Oamek presented the updated Plant Investment Analysis to the Board. No action was taken.

b. Water Service Agreements Update

Mr. Reckentine reported that 12 of 14 dairies have come to the District for new Water Service Agreements.

- c. Action: Consider Approval of 90-Day Extension for Commercial Letter of Intent Development Review Process

Mr. Reckentine reported that hydraulic modeling took longer than expected and recommended extending the deadline to complete water service agreements with an additional 90 days. Following discussion, and upon a motion by Mr. Nelson and seconded by Mr. Milne, the Board approved the 90-day extension.

- d. NWCWD Fill Station and Required Line Improvements for Three Customers

Mr. Reckentine reported that three downstream customers have pressure issues and recommended shutting down the fill station.

- e. CORA Request, Commercial Sector Customers

Mr. Reckentine reported regarding a request under the Colorado Open Records Act (CORA) from attorneys for the commercial sector customers requesting the District's hydraulic model. The request was discussed in executive session. Following executive session, the Board determined that the hydraulic model is not a record subject to disclosure and cited security concerns related to public dissemination of the hydraulic model. Legal counsel will prepare a response letter denying the request.

- 9. Action: Approve Stantec Engineering Scope of Services for Larimer County 1041 Permit Application, Knox Pit Reservoir Project

Mr. Reckentine and Ms. Butler-Veytia, Stantec, presented a scope of services related to the Knox Pit Reservoir Project, which will provide up to 1,000 acre-feet of storage when completed. Larimer County will require a 1041 permit, and Stantec is to be engaged to assist with the permitting process. Upon a motion by Mr. Nelson and seconded by Mr. Milne, the Board unanimously approved the Stantec scope of services.

- 10. Action: Eaton Phase III Pipeline Property Matters

- a. Johnson

- b. Change Order and Settlement Agreement

The Board discussed the Johnson property matter in executive session. Following executive session, the Board directed staff to proceed with settlement without lowering any blowoff valves.

- c. AV Farms

The AV Farms matter was discussed in executive session. No action was taken.

- 11. Executive Session

Upon a motion by Mr. Milne and seconded by Mr. Nelson, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 11:20 a.m. for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b) & (e), C.R.S. related to the Eaton Phase III Property Acquisition Matters, Commercial Sector Water Service Agreements, and the CORA Request.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 12:02 p.m.

12. District Manager's Report

a. ELCO Service from NWCWD Connection Letter

Mr. Reckentine reported regarding letters sent and pending discussions. The preliminary approach would install a meter for future tracking and billing, with back tracking and payment to be required.

b. SSD/JA Wholesale Account Letters Sent to All Accounts

Mr. Reckentine reported that letters were sent to users.

c. Town of Ault Comprehensive Plan

Mr. Reckentine reported that the Town of Ault is updating its Comprehensive Plan and that the District provided input.

d. July 7, 2026, Weld County Planning Commission – USR NWCWD Tank 1 Site Improvement

Mr. Reckentine reported that the use by special review was approved by the Weld County Planning Commission.

e. Consumer Confidence Report Submitted to CDPHE

Mr. Reckentine reported that the Consumer Confidence Report was submitted.

f. 2026 AWIA Risk and Resiliency Survey Update Submitted to EPA

Mr. Reckentine reported that the survey update was submitted.

g. Water Efficiency Data Report, House Bill 1050 Survey Submitted to CWCB

Mr. Reckentine reported that the survey was submitted.

h. 2025 Annual Financial Audit Submitted to DOLA

Mr. Reckentine reported that the audit is complete and will be submitted to DOLA by the end of July.

i. Grey Mountain Water Right Acquisition Update

Mr. Reckentine reported the District's desire to acquire the water right.

j. Letter to Northern Water Regarding Increase of Carry-Over to 30%

Mr. Reckentine reported that Northern Water did not take up the issue at its last meeting, and the Board indicated it wants the water to go downstream to agricultural customers.

Other Business:

Mr. Nelson made comments regarding Fort Collins-Loveland Water District and SCADA data security issues.

Adjourn

There being no further business to come before the Board, following discussion and upon a motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved on the 10th day of August, 2026.

ATTORNEY STATEMENT

REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 11:20 a.m. on July 13, 2026 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b) & (e), C.R.S. related to the Eaton Phase III Property Acquisition Matters, Commercial Sector Water Service Agreements, and the CORA Request, as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session

discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
July 31, 2026

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,217,525.00	
1015 - COLO TRUST - GENERAL		18,769,665.96	
1017 - COLO TRUST- RRR		265,563.25	
1020 - COLO TRUST - 2022 BOND		18,163,982.97	
1030 - CASH DRAWER		200.00	
1035 - CONTRA CASH RESERVE		(2,686,342.00)	
1050 - CASH RESERVE (CWRPDA)		2,686,342.00	
1100 - AR WATER (DRIP)		3,291,000.18	
1102 - CUSTOMER DEPOSITS		(139,442.00)	
1105 - AR CONSTRUCTION METERS		93,057.61	
1116 - ACCOUNTS RECEIVABLE		3,498.32	
1230 - PREPAID INSURANCE		86,006.63	
1300 - INVENTORY		2,441,033.91	
Total Current Assets			44,192,091.83

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18	
1222 - CSU DRYING BEDS		28,612.00	
1225 - LAND & EASEMENTS		4,316,733.15	
1405 - WATER RIGHTS OWNED		115,514,951.44	
1407 - WATER STORAGE		7,051,457.04	
1415 - MACHINERY & EQUIPMENT		3,065,560.37	
1416 - DEPREC - MACH & EQUIP		(2,267,842.35)	
1420 - OFFICE EQUIPMENT		61,730.33	
1421 - DEPREC - OFFICE EQUIP		(52,720.11)	
1425 - PIPELINES		87,726,502.99	
1426 - DEPREC - PIPELINES		(29,612,132.26)	
1430 - STORAGE TANKS		3,962,163.06	
1431 - DEPREC - STORAGE TANKS		(1,971,898.00)	
1432 - MASTER METERS		689,854.53	
1433 - DEPREC MASTER METERS		(137,435.11)	
1435 - PUMP STATIONS		7,095,784.79	
1436 - DEPREC - PUMP STATIONS		(3,285,620.64)	
1437 - FILL STATION		14,777.25	
1438 - DEPREC - FILL STATION		(5,444.25)	
1440 - PAVING		497,320.20	
1441 - DEPREC - PAVING		(32,457.38)	
1445 - OFFICE BUILDING		1,685,517.41	
1446 - DEPREC - BUILDING		(651,554.51)	
1454 - CONSTRUCT IN PROGRESS		20,630,398.24	
Total Property and Equipment			214,866,133.37

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70	
1466 - Bond Cst of Issue '19		0.37	
Total Other Assets			22,849,611.07
Total Assets	\$		281,907,836.27

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	1,340.00	
2216 - CONST MTR DEPOSITS		125,224.94	
2022 Arbitrage Liability		1,786,721.00	

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

July 31, 2026

2230 - ACCRUED WAGES	105,579.56	
2231 - ACCRUED COMP ABSENCES	188,478.60	
2232 - ACCRUED INTEREST	575,316.67	
2240 - Retainage Payable	<u>73,526.56</u>	
Total Current Liabilities		2,856,187.33
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,220,000.00	
2223 - Bond Premium '19	556,891.36	
2224 - 2020 BOND PAYABLE	1,800,000.00	
2226 - 01A BOND	32,260,000.00	
2226.1 - 2022 Bond Premium	2,764,513.82	
2229 - PREMIUM ON 2009A LOAN	<u>19,825.57</u>	
Total Long-Term Liabilities		<u>52,621,230.75</u>
Total Liabilities		55,477,418.08
Capital		
2800 - RETAINED EARNINGS	236,830,343.94	
Net Income	<u>(10,399,925.75)</u>	
Total Capital		<u>226,430,418.19</u>
Total Liabilities & Capital	\$	<u><u>281,907,836.27</u></u>

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,933,680.71	\$ 8,522,462.00	\$ 16,568,577.00	8,046,115.00	51.44
3111 - WATER ALLOC SURCHARGE	599,287.00	2,825,342.00	3,000,000.00	174,658.00	94.18
3112 - PLANT INVEST SURCHARGE	451,620.00	1,804,428.00	1,500,000.00	(304,428.00)	120.30
3113 - ADJUSTMENTS	124,665.44	381,972.16	1,500,000.00	1,118,027.84	25.46
3140 - CONST METER USAGE	44,266.69	270,970.71	221,899.00	(49,071.71)	122.11
3141 - CONSTR METER RENTAL	960.00	6,775.00	5,953.00	(822.00)	113.81
3142 - CONSTRUCT METER REPAIR	0.00	7,060.66	595.00	(6,465.66)	1,186.67
OPERATING	3,154,479.84	13,819,010.53	22,797,024.00	8,978,013.47	60.62
3210 INTEREST-COTRUST-GENERAL	112,566.16	824,472.16	2,000,000.00	1,175,527.84	41.22
3220 - PORT PARTONAGE AGFINITY	714.36	1,052.13	879.00	(173.13)	119.70
NON OPERATING	113,280.52	825,524.29	2,000,879.00	1,175,354.71	41.26
3310 - TAP (PI) FEES	0.00	2,266,650.00	1,100,000.00	(1,166,650.00)	206.06
3311 - DISTANCE FEES	0.00	399,500.00	90,000.00	(309,500.00)	443.89
3312 - WATER (ALLOCATION) FEE	0.00	330,750.00	210,000.00	(120,750.00)	157.50
3314 - INSTALLATION FEES	0.00	29,300.00	351,498.00	322,198.00	8.34
3315 - METER RELOCATION FEE	0.00	0.00	1,757.00	1,757.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	10,404.00	10,404.00	0.00
3330 - COMMITMENT LETTER FEE	100.00	68,800.00	0.00	(68,800.00)	0.00
3331 - REVIEW FEE	40.00	1,940.00	0.00	(1,940.00)	0.00
3332 - REVIEW DEPOSIT	0.00	5,000.00	0.00	(5,000.00)	0.00
NEW SERVICE	140.00	3,101,940.00	1,763,659.00	(1,338,281.00)	175.88
3410 - WATER RENTAL	0.00	16,364.00	19,321.00	2,957.00	84.70
3415 - WSSC RETURN FLOW RENTAL	0.00	2,890.50	20,000.00	17,109.50	14.45
AG WATER	0.00	19,254.50	39,321.00	20,066.50	48.97
3500 - MISCELLANEOUS	206.40	7,449.23	0.00	(7,449.23)	0.00
3520 - TRANSFER FEES	675.00	4,050.00	10,404.00	6,354.00	38.93
3530 - RISE TOWER RENT	300.00	2,100.00	8,553.00	6,453.00	24.55
3540 - SAFETY GRANT (CSD)	0.00	9,217.50	0.00	(9,217.50)	0.00
3560 - BACKFLOW TESTING FEE	0.00	(150.00)	0.00	150.00	0.00
MISCELLANEOUS	1,181.40	22,666.73	18,957.00	(3,709.73)	119.57
TOTAL REVENUES	3,269,081.76	17,788,396.05	26,619,840.00	8,831,443.95	66.82
OPERATING EXPENSE					
4110 - POTABLE WATER	543.66	1,902,439.26	3,487,547.91	1,585,108.65	54.55
4120 - RENTAL WATER	0.00	6,266.25	0.00	(6,266.25)	0.00
4130 - CARRYOVER	0.00	0.00	96,823.59	96,823.59	0.00
4140 - WINTER WATER	0.00	0.00	5,975.46	5,975.46	0.00
4150 - ASSESSMENTS	524,598.27	1,313,854.45	636,234.04	(677,620.41)	206.50
4160 - RULE 11 FEES	0.00	0.00	69,021.00	69,021.00	0.00
4170 - WATER QUALITY - TESTING	377.00	7,163.00	14,857.00	7,694.00	48.21
WATER	(525,518.93)	(3,229,722.96)	(4,310,459.00)	(1,080,736.04)	74.93
4210 - SALARIES, FIELD	118,937.03	977,707.40	1,593,639.00	615,931.60	61.35
4220 - SALARIES, ENGINEERING	7,775.38	64,367.93	151,909.00	87,541.07	42.37
4240 - INSURANCE HEALTH	28,761.32	210,424.69	239,000.00	28,575.31	88.04
4250 - RETIREMENT	3,943.90	57,934.26	90,795.00	32,860.74	63.81
4260 - AWARDS	0.00	0.00	1,462.00	1,462.00	0.00
4270 - UNIFORMS	0.00	7,000.13	6,500.00	(500.13)	107.69
4280 - MISCELLANEOUS	0.00	0.00	1,219.00	1,219.00	0.00
EMPLOYEES	(159,417.63)	(1,317,434.41)	(2,084,524.00)	(767,089.59)	63.20
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	28.81	45,655.07	62,424.00	16,768.93	73.14
4411 - LOCATES	0.00	5,773.14	17,687.00	11,913.86	32.64

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4412 - FARM PROPERTIES	0.00	0.00	3,121.00	3,121.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	6,047.00	6,047.00	0.00
4414 - CONSTRUCTION METER	0.00	4,488.84	0.00	(4,488.84)	0.00
4415 - WATER LINES (REPAIRS)	1,500.00	43,578.87	473,000.00	429,421.13	9.21
4416 - APPURTENANCE(REPAIR)	65.58	45,407.96	0.00	(45,407.96)	0.00
4417 - METER SETTING	0.00	11,894.60	125,000.00	113,105.40	9.52
4418 - MASTER METERS	5,985.05	11,060.05	26,010.00	14,949.95	42.52
4419 - SERVICE WORK	473.40	207,773.13	135,252.00	(72,521.13)	153.62
4420 - STORAGE TANKS (O & M)	0.00	53,715.75	56,182.00	2,466.25	95.61
4430 - PUMP STATIONS (O & M)	0.00	28,989.80	156,060.00	127,070.20	18.58
4435 - CHLORINE STATION	0.00	2,857.97	5,743.00	2,885.03	49.76
4440 - EQUIPMENT	1,679.61	46,008.69	80,111.00	34,102.31	57.43
4445 - SCADA EQUIPMENT	9,015.48	43,149.98	31,212.00	(11,937.98)	138.25
4446 - LOCATING EQUIPMENT	0.00	398.77	5,858.00	5,459.23	6.81
4447 - GPS EQUIPMENT	0.00	0.00	28,120.00	28,120.00	0.00
4448 - METER READING EQUIPMENT	0.00	149.68	0.00	(149.68)	0.00
4450 - SHOP/YARD	202.50	29,578.64	30,600.00	1,021.36	96.66
4460 - VEHICLES	521.40	136,254.85	108,243.00	(28,011.85)	125.88
4470 - SAFETY	350.00	27,406.61	21,224.00	(6,182.61)	129.13
4480 - CONTROL VAULTS	0.00	0.00	35,374.00	35,374.00	0.00
OPERATION & MAINTENANCE	(19,821.83)	(744,142.40)	(1,407,268.00)	(663,125.60)	52.88
4500 - ENGINEERING	0.00	122,210.00	400,000.00	277,790.00	30.55
ENGINEERING	0.00	(122,210.00)	(400,000.00)	(277,790.00)	30.55
4600 - ELECTRICITY	3,948.90	79,465.01	0.00	(79,465.01)	0.00
4610 - PRV'S	0.00	257.44	0.00	(257.44)	0.00
4620 - STORAGE TANKS	0.00	0.00	54,122.00	54,122.00	0.00
4630 - PUMP STATIONS	0.00	148.11	79,591.00	79,442.89	0.19
4640 - METER VAULTS	0.00	0.00	53,060.00	53,060.00	0.00
4650 - FILL STATION	0.00	0.00	5,412.00	5,412.00	0.00
ELECTRICITY	(3,948.90)	(79,870.56)	(192,185.00)	(112,314.44)	41.56
4700 - COMMUNICATIONS	100.08	600.48	53,060.00	52,459.52	1.13
COMMUNICATIONS	(100.08)	(600.48)	(53,060.00)	(52,459.52)	1.13
4810 - GENERAL	4,380.76	30,665.32	78,550.00	47,884.68	39.04
4820 - AUTO	1,441.32	9,470.24	21,224.00	11,753.76	44.62
4830 - WORKER'S COMP	11,379.26	81,154.82	79,591.00	(1,563.82)	101.96
INSURANCE	(17,201.34)	(121,290.38)	(179,365.00)	(58,074.62)	67.62
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	726,008.71	5,615,271.19	8,626,861.00	3,011,589.81	65.09
ADMINISTRATIVE EXPENSE					
5100 - PERSONNEL - ADMIN	0.00	682.48	0.00	(682.48)	0.00
5110 - OFFICE	47,003.19	396,674.23	684,170.00	287,495.77	57.98
SALARIES	47,003.19	397,356.71	684,170.00	286,813.29	58.08
5210 - FICA	13,126.18	110,250.62	144,616.00	34,365.38	76.24
5220 - UNEMPLOYMENT	991.81	1,868.78	0.00	(1,868.78)	0.00
PAYROLL TAXES	14,117.99	112,119.40	144,616.00	32,496.60	77.53
5300 - HEALTH INSURANCE	0.00	0.00	75,000.00	75,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,208.19	52,931.61	0.00	(52,931.61)	0.00
HEALTH INSURANCE	4,208.19	52,931.61	75,000.00	22,068.39	70.58
5400 - OFFICE UTILITIES	0.00	2,616.06	0.00	(2,616.06)	0.00
5401 - ELECTRICITY	0.00	5,346.88	10,612.00	5,265.12	50.39
5402 - PROPANE	0.00	3,377.66	7,428.00	4,050.34	45.47

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5403 - TELEPHONE	0.00	3,744.38	24,408.00	20,663.62	15.34
5404 - CELL PHONE SERVICE	0.00	7,682.22	21,224.00	13,541.78	36.20
5405 - CELL PHONE ACCESSORIES	0.00	54.66	531.00	476.34	10.29
5406 - OFFICE CLEANING SERVICE	1,360.00	10,200.00	21,224.00	11,024.00	48.06
5407 - INTERNET	237.14	1,419.34	637.00	(782.34)	222.82
5409 - SECURITY CAMERAS	1,901.02	12,941.54	12,485.00	(456.54)	103.66
5410 - OFFICE EQUIPMENT	0.00	0.00	520.00	520.00	0.00
5412 - PRINTERS	0.00	1,521.99	12,000.00	10,478.01	12.68
5440 - COMPUTER	0.00	0.00	5,202.00	5,202.00	0.00
5441 - COMPUTER SUPPORT	6,411.00	49,164.33	125,000.00	75,835.67	39.33
5442 - HARDWARE (COMPUTERS)	0.00	6,659.44	0.00	(6,659.44)	0.00
5443 - SOFTWARE	0.00	0.00	200,000.00	200,000.00	0.00
5444 - LICENSES (ANNUAL)	0.00	23,555.36	31,836.00	8,280.64	73.99
5445 - SENSUS METER SUPPORT	0.00	625.91	3,184.00	2,558.09	19.66
OFFICE UTILITIES	9,909.16	128,909.77	476,291.00	347,381.23	27.07
5510 - OFFICE EXPENSES	11,167.77	149,238.51	185,825.00	36,586.49	80.31
5520 - POSTAGE	0.00	2,685.45	4,080.00	1,394.55	65.82
5530 - BANK / CREDIT CARD FEES	10.00	40,609.99	40,800.00	190.01	99.53
5540 - BUILDING MAINTENANCE	1,678.97	8,786.29	7,140.00	(1,646.29)	123.06
5580 - DUES & REGISTRATION	0.00	3,417.00	0.00	(3,417.00)	0.00
OFFICE EXPENSE	12,856.74	204,737.24	237,845.00	33,107.76	86.08
5610 - LEGAL	0.00	615,852.28	800,000.00	184,147.72	76.98
5620 - ACCOUNTING	2,275.00	70,042.50	90,000.00	19,957.50	77.83
5625 - EASEMENT FEES	0.00	104.98	0.00	(104.98)	0.00
5626 - RECORDING FEES	0.00	70.68	0.00	(70.68)	0.00
5630 - WATER TRANSFER FEES	0.00	443.00	4,162.00	3,719.00	10.64
5640 - MAPPING - NORTHLINE	0.00	0.00	65,000.00	65,000.00	0.00
5650 - CONSULTANT FEES	5,440.00	79,078.07	300,000.00	220,921.93	26.36
5660 - MEMBERSHIP FEES	0.00	17,173.30	62,424.00	45,250.70	27.51
5680 - LAND ACQUISITION	0.00	25,783.26	300,000.00	274,216.74	8.59
PROFESSIONAL FEES	7,715.00	808,548.07	1,621,586.00	813,037.93	49.86
VEHICLES	0.00	0.00	0.00	0.00	0.00
5910 - SETTLEMENTS	0.00	3,671.10	0.00	(3,671.10)	0.00
MISCELLANEOUS	0.00	3,671.10	0.00	(3,671.10)	0.00
TOTAL ADMINISTRATIVE EXPENSE	95,810.27	1,708,273.90	3,239,508.00	1,531,234.10	52.73
CAPITAL IMPROVEMENTS					
6140 - FILTER EXPANSION	0.00	96,822.72	0.00	(96,822.72)	0.00
SOLDIER CYN FILTER PLANT	0.00	96,822.72	0.00	(96,822.72)	0.00
6200 - STORAGE TANKS	0.00	0.00	4,250,000.00	4,250,000.00	0.00
STORAGE TANKS	0.00	0.00	4,250,000.00	4,250,000.00	0.00
6300 - PUMP STATIONS	0.00	453,686.00	0.00	(453,686.00)	0.00
PUMP STATIONS	0.00	453,686.00	0.00	(453,686.00)	0.00
6410 - VEHICLES	0.00	28,071.20	200,000.00	171,928.80	14.04
6440 - OTHER EQUIPMENT	0.00	0.00	200,000.00	200,000.00	0.00
EQUIPMENT	0.00	28,071.20	400,000.00	371,928.80	7.02
6505 - ENGINEERING	0.00	1,041,571.94	1,000,000.00	(41,571.94)	104.16
6510 - WATER LINES	747,554.33	6,229,662.14	13,700,000.00	7,470,337.86	45.47
SYSTEM	747,554.33	7,271,234.08	14,700,000.00	7,428,765.92	49.46
6615 - GRAVEL PITS	0.00	2,888.80	200,000.00	197,111.20	1.44

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6620 - WATER RIGHTS	0.00	11,240,000.00	11,000,000.00	(240,000.00)	102.18
6621 - CAPITAL CONTRIBUTIONS	5,302.81	75,181.79	0.00	(75,181.79)	0.00
6630 - LEGAL (WRM)	0.00	15,388.80	850,000.00	834,611.20	1.81
6640 - STORAGE	0.00	63,619.57	0.00	(63,619.57)	0.00
WATER RIGHTS	5,302.81	11,397,078.96	12,050,000.00	652,921.04	94.58
6710 - EASEMENTS	12,600.00	491,384.94	75,000.00	(416,384.94)	655.18
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	786.00	0.00	(786.00)	0.00
LAND/EASEMENTS	12,600.00	492,170.94	175,000.00	(317,170.94)	281.24
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
6910 - OFFICE EQUIPMENT/MISC	0.00	62,600.00	0.00	(62,600.00)	0.00
OFFICE EQUIPMENT/MISC	0.00	62,600.00	0.00	(62,600.00)	0.00
TOTAL CAPITAL IMPROVEMENTS	765,457.14	19,801,663.90	31,575,000.00	11,773,336.10	62.71
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,269,286.01	17,801,924.44	26,699,307.00	8,897,382.56	66.68
TOTAL EXPENSES	1,587,276.12	28,201,850.19	47,911,674.00	19,709,823.81	58.86
PROFIT/LOSS	1,682,009.89	(10,399,925.75)	(21,212,367.00)	(10,812,441.25)	49.03

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2026
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: July 31, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			1,856,271.92
Add: Cash Receipts			33,317.59
Less: Cash Disbursements			(3,989,231.61)
Add (Less) Other			3,317,167.10
Ending GL Balance			1,217,525.00
Ending Bank Balance			2,057,262.93
Add back deposits in transit	Jul 30, 2026	CJ073026-01	140.00
Total deposits in transit			140.00
(Less) outstanding checks			
	Jan 23, 2025	19579	(25.45)
	Feb 11, 2025	19648	(95.00)
	Mar 10, 2025	19707	(52.00)
	Apr 3, 2025	19770	(27.06)
	Aug 21, 2025	20190	(7.87)
	Sep 30, 2025	20301	(29.94)
	Nov 19, 2025	20425	(29.94)
	Nov 25, 2025	20463	(85.41)
	Feb 23, 2026	20737	(90.42)
	Feb 27, 2026	20742	(612.00)
	Apr 21, 2026	20922	(25.00)
	Jun 8, 2026	21032	(77,532.95)
	Jun 11, 2026	21057	(40,873.75)
	Jul 8, 2026	21121	(264.50)
	Jul 9, 2026	21145	(92,961.28)
	Jul 9, 2026	21158	(11,861.25)
	Jul 13, 2026	21164	(524,598.27)
	Jul 20, 2026	21168	(62.82)
	Jul 20, 2026	21169	(12,215.46)
	Jul 20, 2026	21170	(260.00)
	Jul 20, 2026	21171	(267.93)
	Jul 20, 2026	21172	(253.84)
	Jul 20, 2026	21177	(1,100.00)
	Jul 20, 2026	21179	(300.00)
	Jul 20, 2026	21180	(63,276.25)
	Jul 20, 2026	21181	(18,213.57)
	Jul 20, 2026	21182	(1,268.65)
	Jul 20, 2026	21186	(183.75)
	Jul 29, 2026	21188	(339.15)
	Jul 29, 2026	21189	(56.64)
	Jul 29, 2026	21190	(6,411.00)
	Jul 29, 2026	21191	(247.65)
	Jul 29, 2026	21192	(5,800.00)
	Jul 29, 2026	21193	(202.50)
	Jul 29, 2026	21194	(26.58)
	Jul 29, 2026	21195	(250.63)
	Jul 29, 2026	21196	(116.97)
	Jul 29, 2026	21197	(1,500.00)
	Jul 29, 2026	21198	(106.59)
	Jul 29, 2026	21199	(49.14)
	Jul 29, 2026	21200	(2,275.00)
	Jul 29, 2026	21201	(232.00)
	Jul 29, 2026	21202	(250.00)
	Jul 29, 2026	21203	(28.81)
	Jul 29, 2026	21204	(33.88)
	Jul 29, 2026	21205	(1,325.58)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2026
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: July 31, 2026

Filter Criteria includes: Report is printed in Detail Format.

	Jul 29, 2026	21206	(305.40)	
Total outstanding checks				(866,131.88)
Add (Less) Other				
	Jul 31, 2026	MARS0722	1,056.65	
	Jul 29, 2026	OP0729	5,747.57	
	Jul 30, 2026	OP0730	4,668.00	
	Jul 31, 2026	OP0731	14,781.73	
Total other				26,253.95
Unreconciled difference				0.00
Ending GL Balance				1,217,525.00

NORTH WELD COUNTY WATER DISTRICT**Account Reconciliation****As of Jul 31, 2026****1015 - 1015 - COLO TRUST - GENERAL****Bank Statement Date: July 31, 2026**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	18,016,505.98
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>753,159.98</u>
Ending GL Balance	<u>18,769,665.96</u>
Ending Bank Balance	<u>18,769,665.96</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>18,769,665.96</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2026
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: July 31, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		19,804,576.79
Add: Cash Receipts		
Less: Cash Disbursements		
Add (Less) Other		(1,640,593.82)
Ending GL Balance		18,163,982.97
Ending Bank Balance		18,163,982.97
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Total outstanding checks		
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		18,163,982.97



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

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September 3, 2026

(2nd Extension of original Will Serve Letter dated September 3, 2024)

TKD Land & Cattle, LLC
10643 Echo Road
Clarendon, TX 79226

and/or

Saddler Ridge Southern
9200 East Mineral Avenue #365
Centennial, CO 80112

Liberty Savings Bank, F.S.B.
2251 Rombach Avenue
Wilmington, OH 45177

cc:

Saddler Ridge Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122

RE: Will Serve Letter - Tracts 7, 8, 9 and 10 as More Particularly Described in Exhibit A and Exhibit B

Dear Board of Directors of Saddler Ridge Metropolitan District and Builders and Developers of the Property,

North Weld County Water District (the “**District**”) has the capacity to serve “Tracts 7 and 8 a/k/a as “Saddler South” and a/k/a “Saddler Southern” and “Tracts 9 and 10 a/k/a as “Saddler Villas” as more particularly described in **Exhibit A** and **Exhibit B**, both attached hereto and made a part hereof by this reference, and collectively identified within this Will Serve Letter as the “**Property**”. The Property’s potable water demand consists of indoor domestic water use and fire flow demand, which will be provided by the District.

In order for the District to provide water service to the Property within the Saddler Ridge Metropolitan District development, the District’s development review process must be completed to the satisfaction of the District. The following items must be completed, in addition to all other applicable requirements under the District’s development review process:

- Submit revised Utility Report, Construction Plans, Landscape Plans and Final Plats for the Property
 - The Construction Plans must show the integration of the required 12” water main, per the letter dated June 28, 2024 by Stantec Consulting Services Inc.
 - All fire hydrants must connect to the potable water system.



NORTH WELD COUNTY WATER DISTRICT

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- ***09/03/2026 Update***
Tracks 7 and 8: Respond to the District's review comments that were sent out on September 30, 2025. Submit revised Plans/Reports as needed to support requested revisions.
- ***09/03/2026 Update***
Tracks 9 and 10: Respond to the District's review comments that were sent out on September 11, 2025. Submit revised Plans/Reports as needed to support requested revisions.
- **Submit Non-Potable Study & Plans**
 - The connections to the District's existing non-potable system must be shown with a Master Meter. Separate Master Meters will be required, one (1) for "Tracts 7 and 8 a/k/a as Saddler South a/k/a Saddler Southern" and one (1) for "Tracts 9 and 10 a/k/a as Saddler Villas".
 - The District's review of the Non-Potable Study & Plans will determine if the existing Saddler Non-Potable Pump Station is adequate to serve the additional non-potable demand, or whether pump station upgrades will be required.
 - A separate non-potable system agreement is required

If all of the District's requirements, including but not limited to the requirements set forth above, have not been satisfied and completed within one year (i.e., 365 days) following the date of this letter, the District may revoke this letter regarding the availability of capacity to provide water service to the Property. If the District's requirements have not been satisfied, the District shall have the right to utilize such available capacity for the benefit of other projects. The District may allow for time extension at the District's sole discretion.

When the above referenced requirements are met, the District will serve the Property with potable water which includes indoor domestic water and fire flow demand. This letter is intended to be a conditional will-serve letter to allow the Saddler Ridge Metropolitan District and/or its developer(s) and/or builder(s) to pursue local planning and zoning efforts while completing the required development of design documents that are to be submitted to the District.

North Weld County Water District

By: _____
Eric Reckentine, District Manager



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

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Acknowledgement: The below signing entities hereby acknowledge that all water service to the Property contemplated in this letter, and subsequent letters of intent, and water service agreements, shall be provided by the District at its Soldier Canyon Water Treatment Plant. The below signing entities acknowledge and agree that they will only seek water service for the Property from the District at its Soldier Canyon Water Treatment Plant.

TKD Land & Cattle, LLC:

Saddler Ridge Southern:



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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Liberty Savings Bank, F.S.B.:



NORTH WELD COUNTY WATER DISTRICT

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Saddler Ridge Metropolitan District:



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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EXHIBIT A – THE PROPERTY – LEGAL DESCRIPTIONS

Tract 7: SEV SP TRACT 7 SADDLER PUD a/k/a Saddler South and/or Saddler Southern a/k/a Parcel Number 070509401081 with a property address (as of July 25, 2024) of 2885 Saddler Blvd, Severance, Colorado. This is a/k/a Saddler South; Saddler Southern.

Tract 8: SEV SP TRACT 8 SADDLER PUD a/k/a Saddler South and/or Saddler Southern a/k/a; Parcel Number 070509301082 with a property address (as of July 25, 2024) of 2892 Saddler Blvd, Severance, Colorado. This is a/k/a Saddler South; Saddler Southern.

Tract 9: SEV SP TRACT 9 SADDLER PUD a/k/a Saddler Villas; a/k/a Parcel Number 070509301083 with a property address (as of July 25, 2024) of 2896 Saddler Blvd, Severance, Colorado. This is a/k/a Saddler Villas

Tract 10: SEV SP TRACT 10 SADDLER PUD a/k/a Saddler Villas; a/k/a Parcel Number 070509301084 with a property address (as of July 25, 2024) of 2904 Saddler Blvd, Severance Colorado. This is a/k/a Saddler Villas



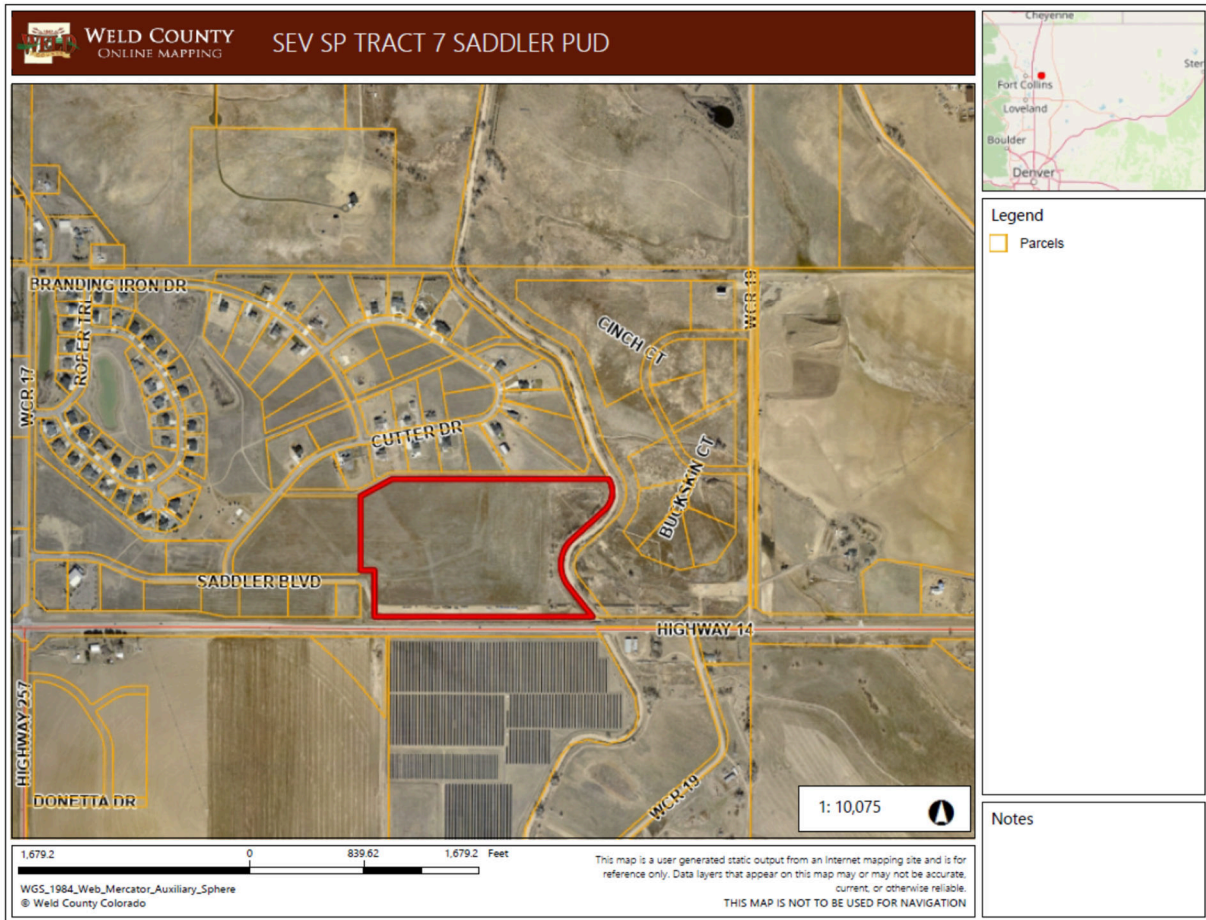
NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT B – THE PROPERTY – MAPS OF THE PROPERTY



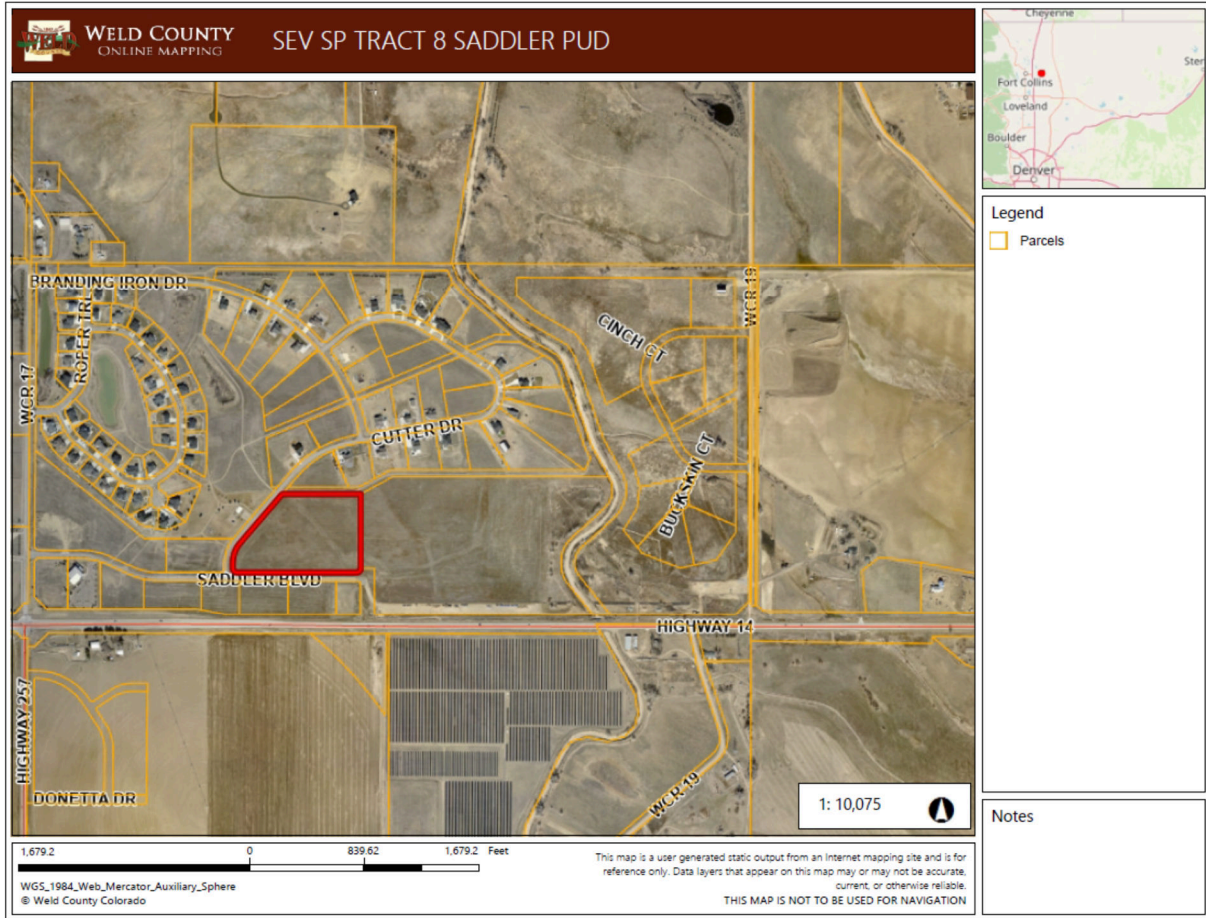


NORTH WELD COUNTY WATER DISTRICT

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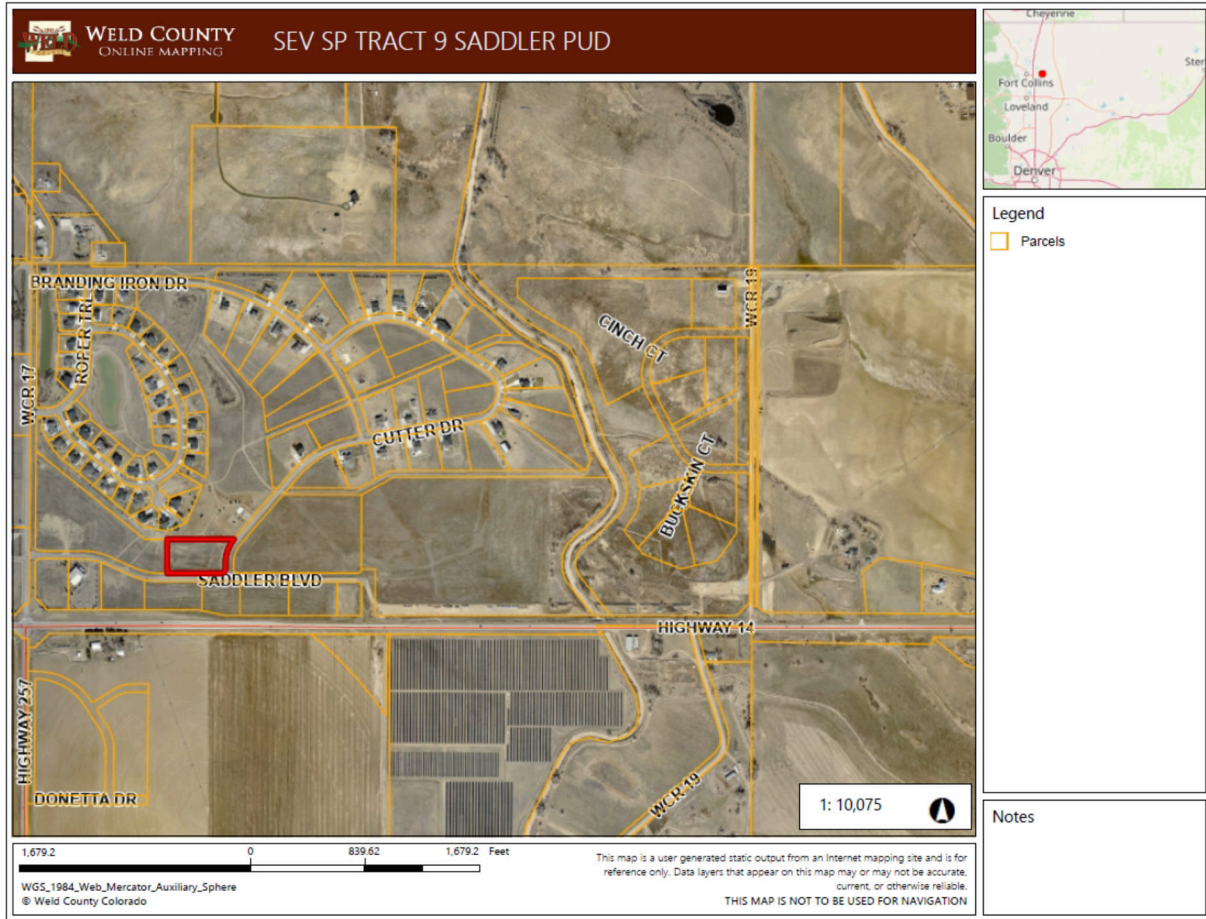


NORTH WELD COUNTY WATER DISTRICT

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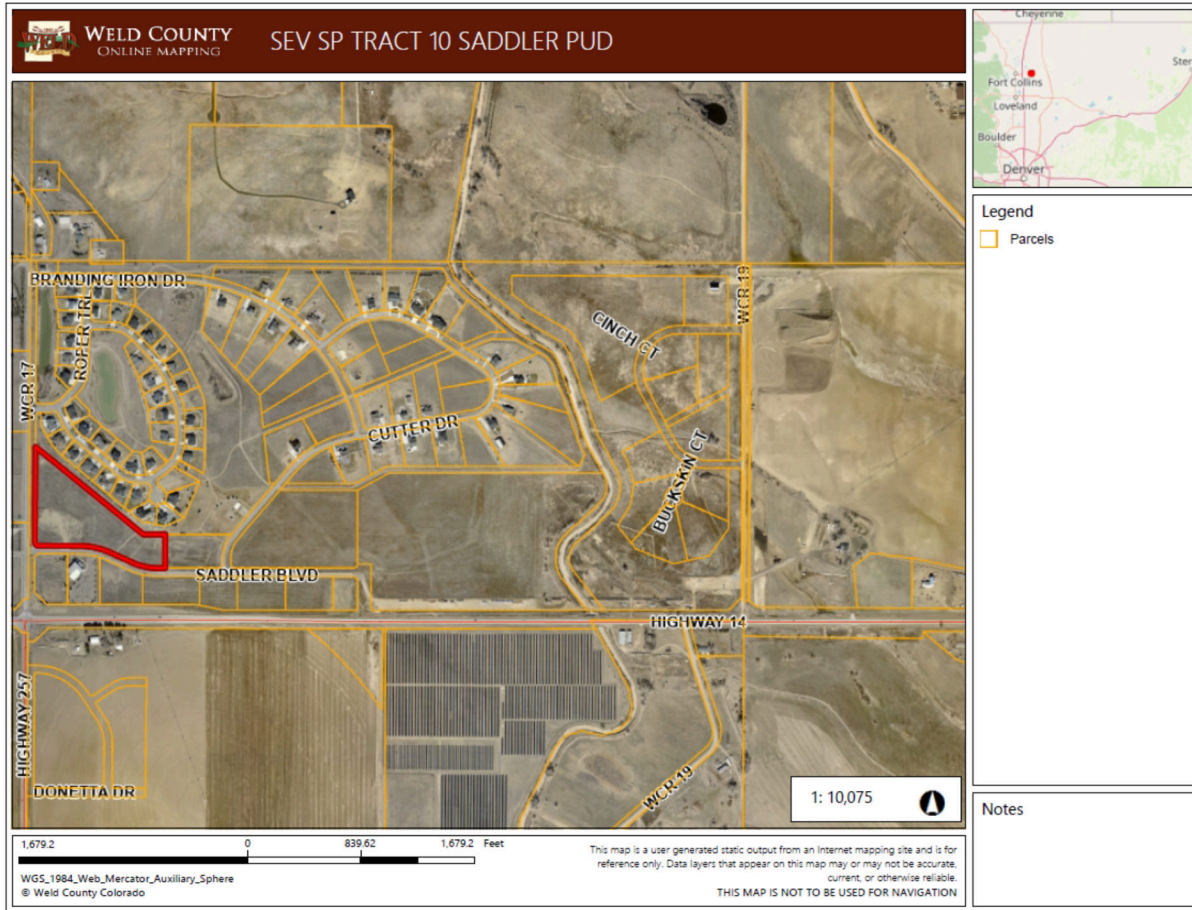


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August 10, 2026

(Extension of original Will Serve Letter dated July 14, 2025)

Windsor LV LLC

3663 E. Sunset Road, Suite 105, Unit 2
Las Vegas, NV 89120

Windsor LV II LLC

3663 E. Sunset Road, Suite 105, Unit 2
Las Vegas, NV 89120

cc:

Severance South Metropolitan District
550 W. Eisenhower Blvd
Loveland, Colorado 80537

RE: Will Serve Letter - WinDance Subdivision First, Second, and Third Filings, as
More Particularly Described in Exhibit A and Exhibit B
08/10/2026 Update

The District understands that the First, Second, and Third Filings have been
combined into a single Filing.

Dear Board of Directors of Severance South Metropolitan District, Builders, and Developers of
the Property,

North Weld County Water District (the “**District**”) has the capacity to serve WinDance
Subdivision First, Second, and Third Filings, as more particularly described in **Exhibit A** and
Exhibit B, both attached hereto and made a part hereof by this reference, and collectively
identified within this Will Serve Letter as the “**Property**”. The Property’s potable water demand
consists of indoor domestic water use and fire flow demand, which will be provided by the District.

In order for the District to provide water service to the Property within the Severance South
Metropolitan District development, the District’s development review process must be completed
to the satisfaction of the District. The following items must be completed, in addition to all other
applicable requirements under the District’s development review process:

- **WinDance Subdivision First, Second, and Third Filings:** Submit Revised Hydraulic
Report, Construction Plans, Landscape Plans and Final Plats for the Property,
incorporating the District’s review comments that were sent to the Developer on April
3, 2025.



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○ ***08/10/2026 Update***

WinDance Subdivision First Filing Preliminary Plat: The District is currently reviewing the WinDance Subdivision First Filing Preliminary Plat received from the Town of Severance on May 14, 2026 and will submit review comments upon completion of the review.

- **Overall Severance South Development:** Submit Revised Hydraulic Report, Construction Plans, Landscape Plans and Final Plat, incorporating the District's review comments that were sent to the Developer on May 9, 2025. Specific items to note:
 - Differences were noted between the Windance Hydraulic Report pipeline network and the Severance South Hydraulic Report pipeline network. All differences must be reconciled to the satisfaction of the District.
 - Confirm if the Developer is still pursuing a possible 16" alignment through the School District parcels west of WCR 23. If this option is being proposed, it will need to be shown on the revised Construction Plans that are submitted to the District.
 - Confirm if the IGA is still being pursued for the waterlines to be located within the Town of Severance's ROW. If so, the IGA will need to be executed to the satisfaction of the District. If not, the waterlines will need to be located within new easements.
 - All required waterline easements need to be executed and recorded to the satisfaction of the District.

08/10/2026 Update

Overall Severance South Development: The District is currently reviewing the most recent submittal for the Overall Severance South Development received from the Developer on July 30, 2026 and will submit review comments upon completion of the review.

- Submit the following documents for the Non-Potable Study
 - Confirm the amount of water supplied per water source per month in each filing of the non-potable system.
 - Irrigation demand amounts supplied by each water source for each filing.
 - Clarification of the use of water from the Larimer and Weld Irrigation Company.
 - Delivery records associated with the Loup Reservoir Company.
 - Documentation of ownership and historic delivery records for the John Law Seepage right.
 - The Augmentation Letter from the CLPWUA specifying the volume of well water requiring augmentation.
 - Results from groundwater pumping tests.
 - Any additional or updated Non-Potable specific Plans/Drawings.
- A separate Non-Potable System Agreement is required.



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If all of the District's requirements, including but not limited to the requirements set forth above, have not been satisfied and completed within one year (i.e., 365 days) following the date of this letter, the District may revoke this letter regarding the availability of capacity to provide water service to the Property. If the District's requirements have not been satisfied, the District shall have the right to utilize such available capacity for the benefit of other projects. The District may allow for time extension at the District's sole discretion.

When the above referenced requirements are met, the District will serve the Property with potable water which includes indoor domestic water and fire flow demand. This letter is intended to be a conditional will-serve letter to allow the Severance South Metropolitan District and/or its Developer(s) and/or Builder(s) to pursue local planning and zoning efforts while completing the required development of design documents that are to be submitted to the District.

North Weld County Water District

By: _____
Eric Reckentine, District Manager

Acknowledgement: The below signing entities hereby acknowledge that all water service to the Property contemplated in this letter, and subsequent letters of intent, and water service agreements, shall be provided by the District at its Soldier Canyon Water Treatment Plant. The below signing entities acknowledge and agree that they will only seek water service for the Property from the District at its Soldier Canyon Water Treatment Plant.

Windsor LV LLC:

Windsor LV II LLC:



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EXHIBIT A – THE PROPERTY – LEGAL DESCRIPTIONS

WinDance Subdivision First Filing:

A Replat of Tract H, Tract G, Outlot 22, and Outlot 26, Severance South Subdivision, Being Part of the East Half of Section 14, Township 6 North, Range 67 West of the 6th P.M., Town of Severance, County of Weld, State of Colorado.

WinDance Subdivision Second Filing:

A Replat of Tract K and Outlot 16, Severance South Subdivision, Being Part of the North Half of Section 14, Township 6 North, Range 67 West of the 6th P.M., Town of Severance, County of Weld, State of Colorado.

WinDance Subdivision Third Filing:

A Replat of Tract L, Outlot 17 & 21 of Severance South Subdivision, Being Part of the Northeast Quarter of Section 14, Township 6 North, Range 67 West of the 6th P.M., Town of Severance, County of Weld, State of Colorado.

08/10/2026 Update

WinDance Subdivision First Filing:

A Replat of Tracts G, H, K & L, & Outlots 16, 17, 21, 22 & 26 Severance South Subdivision, Being Part of Section 14, Township 6 North, Range 67 West of the 6th P.M., Town of Severance, County of Weld, State of Colorado.



NORTH WELD COUNTY WATER DISTRICT

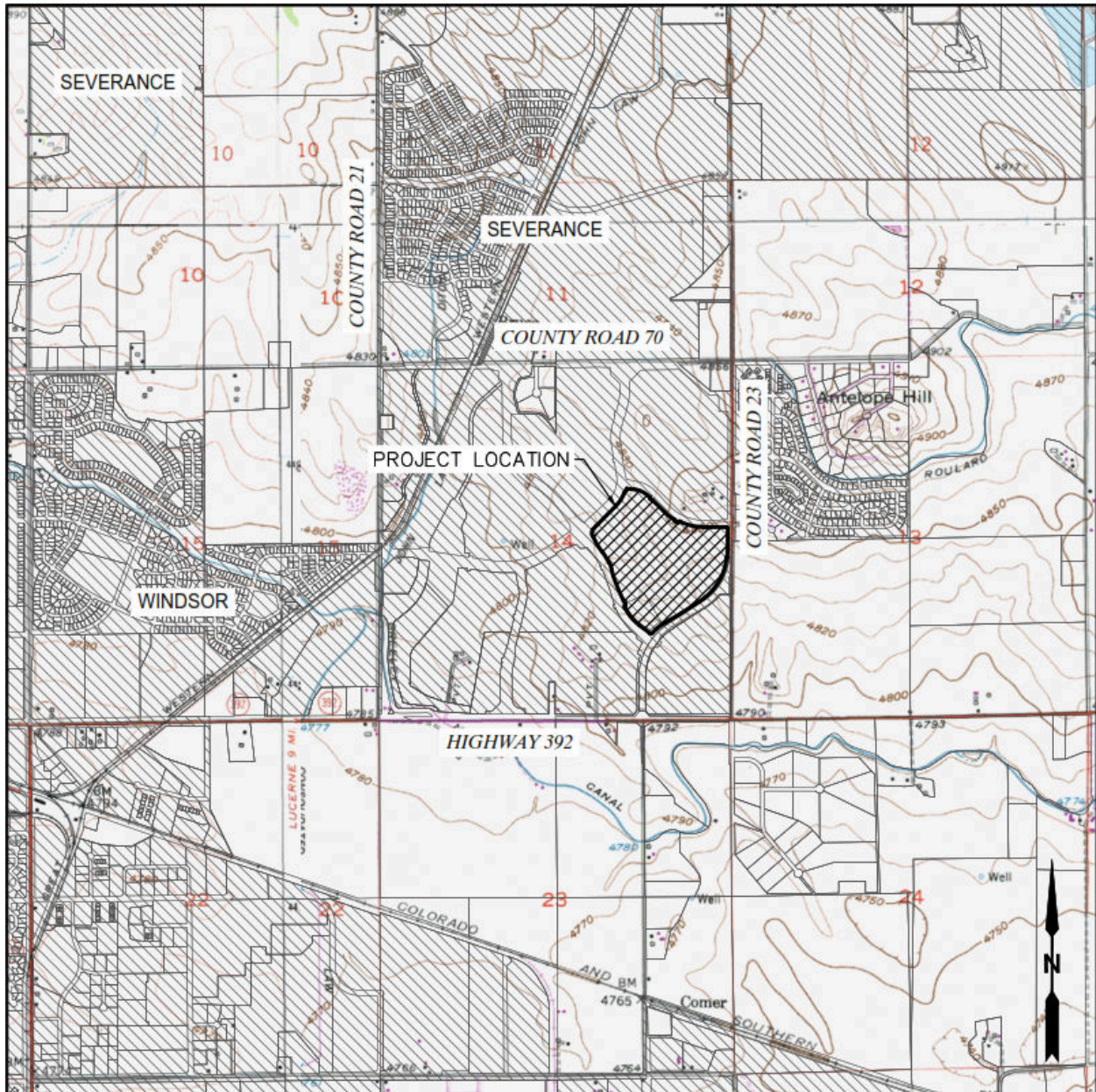
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EXHIBIT B – THE PROPERTY – MAPS OF THE PROPERTY

WinDance Subdivision First Filing:





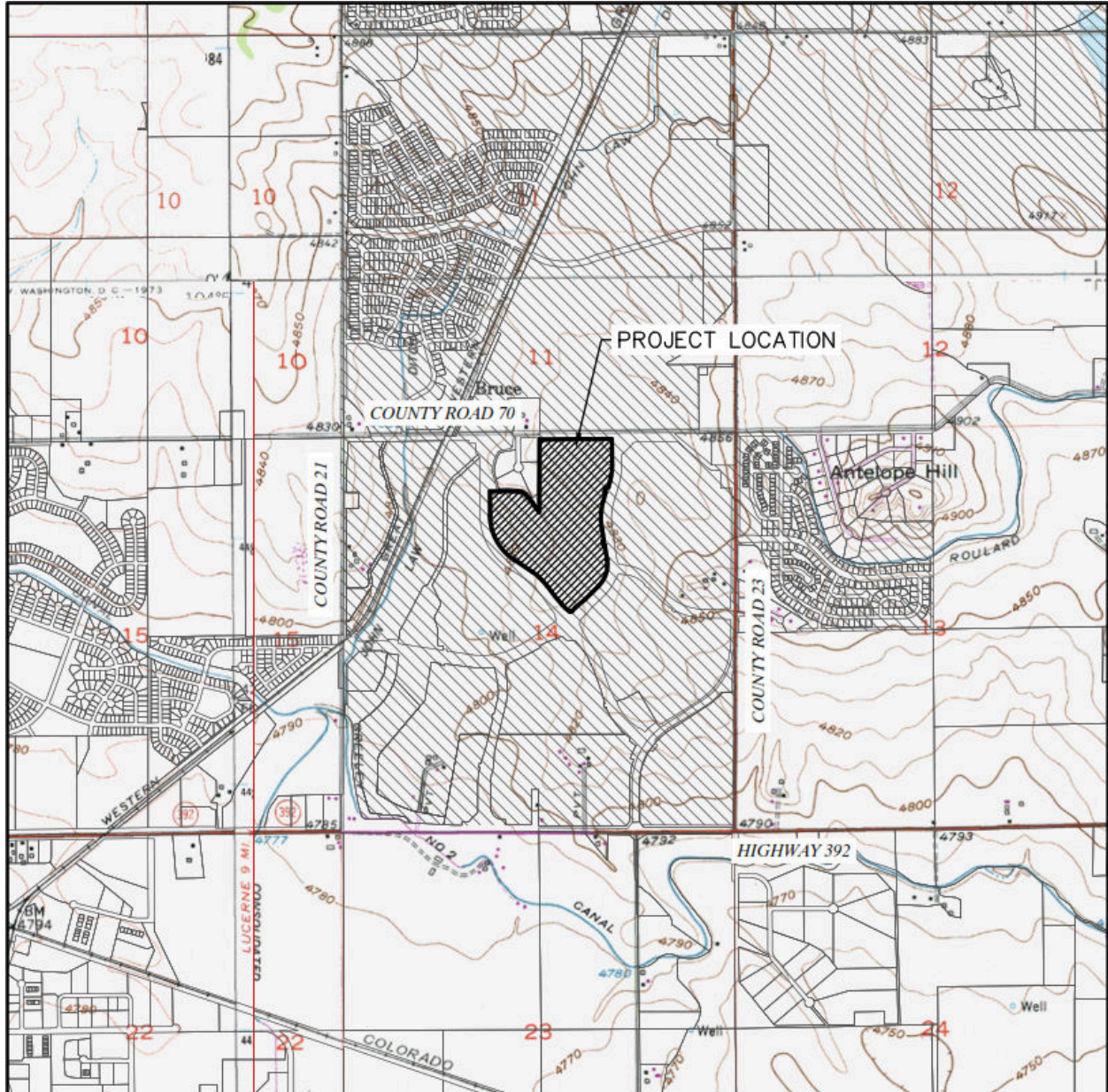
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WinDance Subdivision Second Filing:





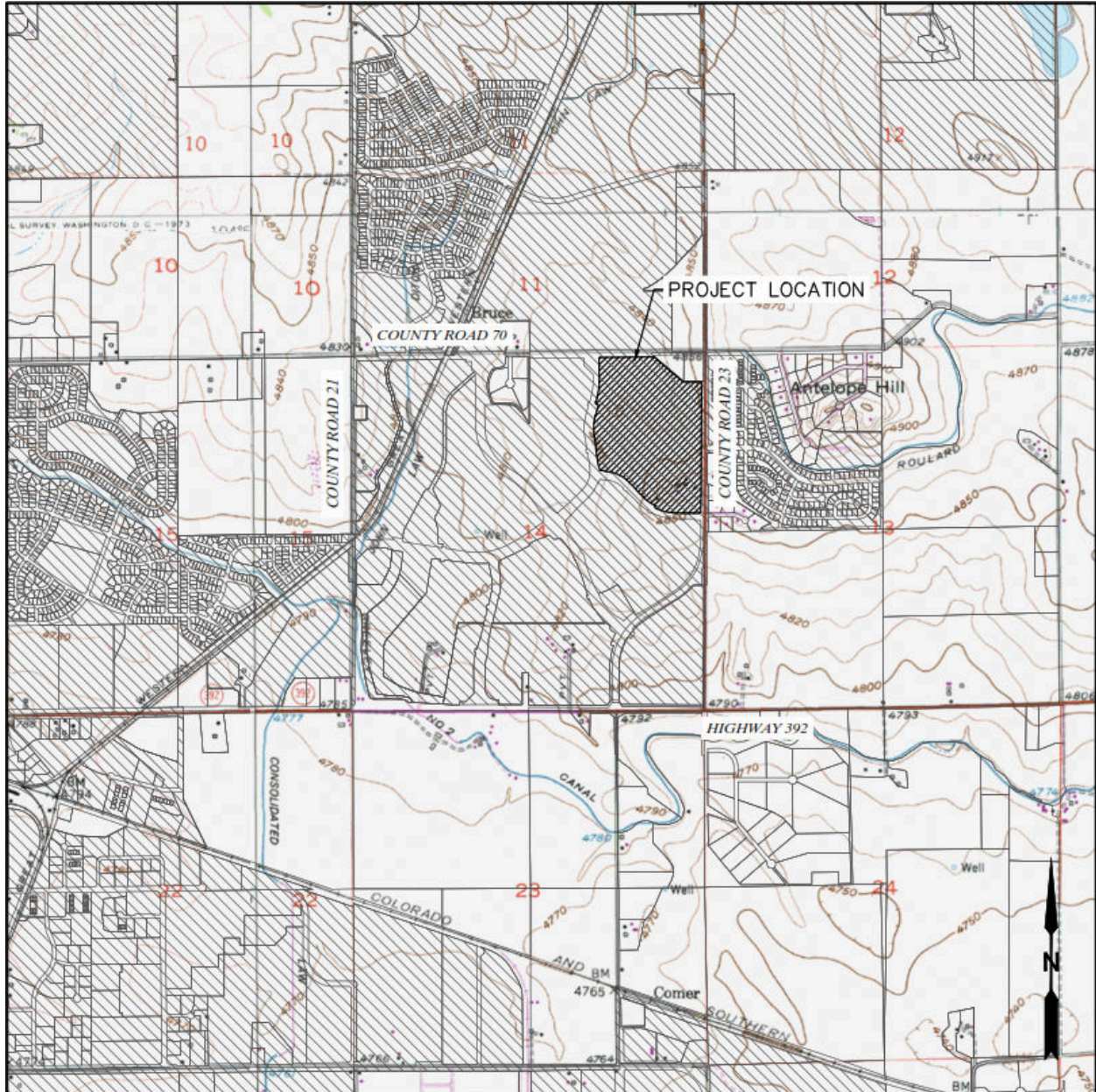
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WinDance Subdivision Third Filing:





NORTH WELD COUNTY WATER DISTRICT

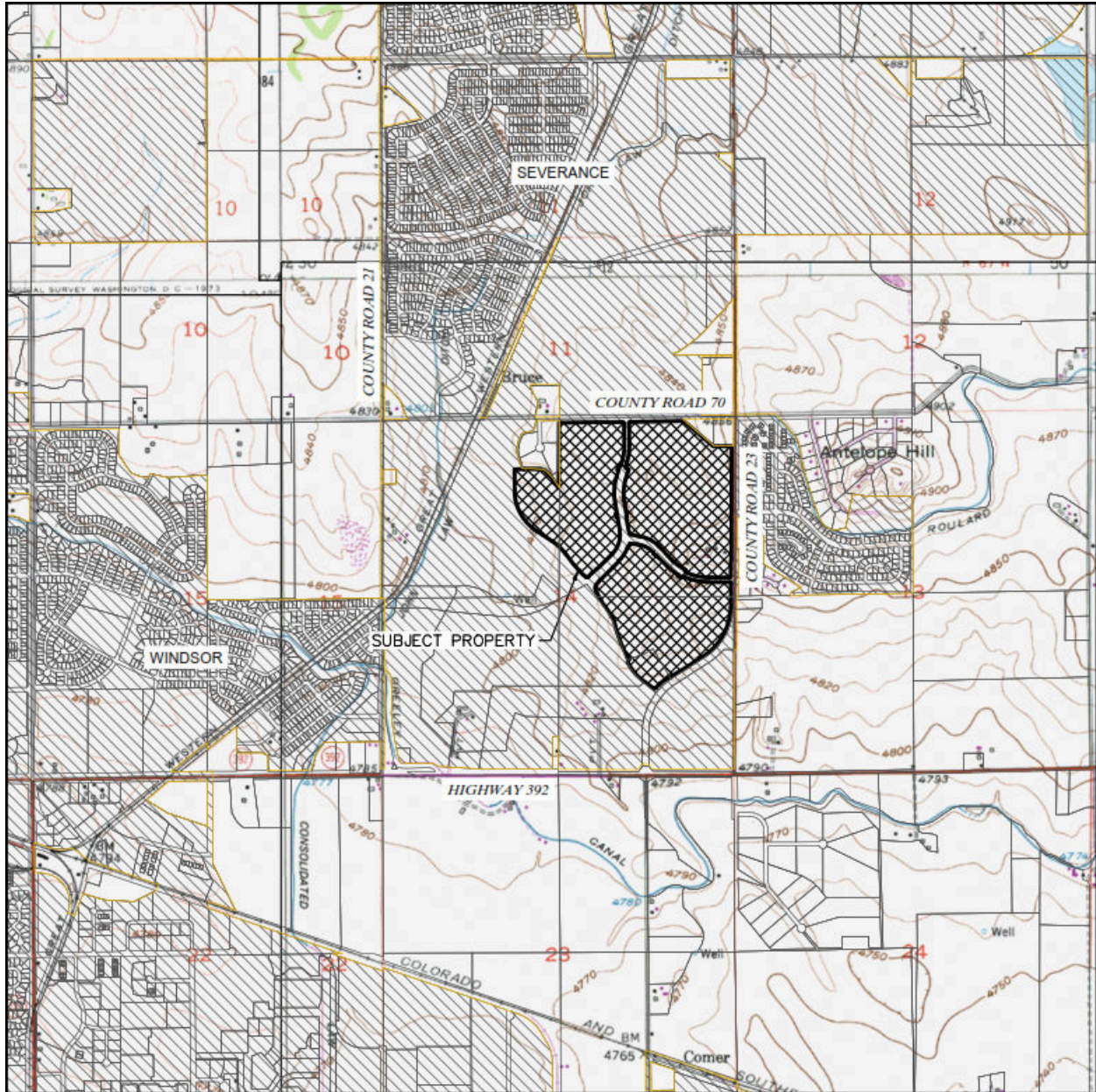
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****08/10/2026 Update****

WinDance Subdivision First Filing:





ROBIN L. NOLAN
PARTNER
DIRECT DIAL: (303) 592-8314
RNolan@spencerfane.com

July 13, 2026

NORTH WELD COUNTY WATER DISTRICT
C/O ERIC RECKENTINE
VIA EMAIL TO: ERICR@NWCWD.ORG

Re: Engagement for Legal Services – North Weld County Water District

I am pleased you have retained Spencer Fane LLP to represent North Weld County Water District (the "District") in the negotiations of an Encroachment Agreement that is necessary for Freedom Storage to lower the waterline of North Weld County Water District and East Larimer County Water District during construction of Freedom Storage's stormwater outfall channel. This letter and the enclosures confirm the scope of the services we will provide and the terms by which we will bill fees and expenses. If this arrangement requires supplementation to accommodate any additional matters not covered below, we will of course supplement.

As we have discussed, our client in this matter will be the District. Our representation of the District in this matter does not give rise to a lawyer-client relationship between our firm and any of the District's elected officials, employees, affiliates, or other individuals associated with the District.

We have been engaged to advise the District with respect to the negotiations of an Encroachment Agreement that is necessary for Freedom Storage to lower the waterline of North Weld County Water District and East Larimer County Water District during construction of Freedom Storage's stormwater outfall channel. We have agreed that our engagement is limited to performance of legal services related to this matter and unless we agree otherwise, in writing, we are not undertaking to represent the District or its interests in any other matter. Our engagement does not include responsibility for review of the District's insurance policies to determine the possibility of coverage for the claim asserted in this matter, or for notification of CVR's insurance carriers about the matter.

Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the District's disclosure obligations under such laws, and we understand that the Bank will not, without our prior written consent, include documents or information we provide to it in any filings with federal or state securities regulators, including the SEC.

I will be your primary contact at our firm regarding this case. I may seek assistance from other attorneys in our firm as their expertise or assistance is warranted. Our bills for professional services are based on our standard hourly billing rates. My hourly rate is \$800.00 per hour. Any other attorney who works on your matter will also be billed at their standard hourly rate. These fee rates normally will not be changed without notice to you, unless there is a general rate increase with respect to all clients.

Our professional fees reflect a number of factors, including the time spent on this matter, office and telephone conferences with you, and telephone and office conferences with others on your behalf. We also bill for expenses incurred on your behalf such as photocopying and fax charges. You will receive a monthly invoice showing a description of the services performed.

We anticipate that during the course of this engagement, the firm will use generative artificial intelligence (GenAI) to enhance and streamline certain aspects of our services. Specifically, we may use this technology to research for the services. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. In particular, if any client information is disclosed, it will only be in a generic way with identifying information removed from the document. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of GenAI-generated outputs. Accordingly, we believe and, by accepting our services, you agree that the benefits of using this technology outweigh the related risks, and you consent to the use of this technology.

TOTAL PRICE DISCLOSURE

As we have explained, the legal services that will be provided to you through this engagement, as described above, will be billed on an hourly basis using the discounted municipal rates stated herein, which will be itemized on monthly statements. Due to the nature of this engagement, the total price for this engagement cannot be precisely determined at this time due to the variable nature of the legal work and the time that may be required for the legal work. Time spent by our attorneys, paralegals, and other staff (where applicable) and reimbursement of expenses incurred in your representation will be the basis for the total price. The time spent and expenses incurred will be set forth on invoices that will be sent to you on a regular or monthly basis. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease month-to-month depending on the scope and needs of the representation. This disclosure is made to you because of the recent adoption Section 6-1-737 of the Colorado Revised Statutes, which became effective January 1, 2026. If you have any questions about this disclosure, please do not hesitate to contact me.

The goal of each of us at Spencer Fane is to provide the highest quality legal services timely and promptly. I trust you will find that we are not only available and responsive, but will spare no effort to meet your needs and deadlines. Accordingly, let me encourage you to contact any other person working on your matters, at any time.

We hope this explanation of the structure of our relationship will be helpful to you and invite you to discuss any matter with us at any time, including inquiring at any time about the fees or costs incurred. We will strive to keep you informed whenever we provide services to you.

Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Representation carefully and contact me promptly if you have any questions about the Standard Terms or about this letter. Please call or email me if you have any questions.

Very truly yours,



Robin L. Nolan
Enclosure

I hereby acknowledge that I have received, read and understood the foregoing agreement and after careful consideration requests that Spencer Fane LLP represent the client in connection with the foregoing matters.

Disclosure Pursuant to C.R.S. § 6-1-737(2)(b)(II) Clear and Conspicuous Notice.

The total price for legal services to be provided under this Engagement cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our attorneys, paralegals, and other staff (where applicable) and reimbursement of expenses incurred in your representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and other staff (where applicable) are set forth elsewhere in this Engagement. The time spent and expenses incurred will be set forth on invoices that will be sent to you on a regular or monthly basis. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease month-to-month depending on the scope and needs of the representation.

The North Weld County Water District

By: *Eric Reckentine JM*
Name: Eric Reckentine
Title: District Manager

This statement sets forth the standard terms of our engagement as your lawyers.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed and should not be construed as a promise or guarantee.

It is our policy that, for conflict of interest purposes, the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity. For example, if you are a corporation or partnership, our representation does not extend to any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships. If you are a trade association, our representation does not extend to any members of the trade association, unless such members undertake individual arrangements with us. If you are an individual, our representation does not include your spouse, siblings, or other family members. In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by anyone else without our written consent.

It is also our policy that, for conflict of interest purposes, the attorney-client relationship will be considered terminated upon [our completion of the services that you have retained us to perform] or [our sending you

over final statement or services rendered in the matter]. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with particular skills or experience in a given area or for the purpose of providing services in the most efficient and timely basis.

Client Responsibilities

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business and strategy decisions in a timely manner.

Because we need to be able to contact you at all times regarding the representation, you agree to inform us, in writing, of any changes in your name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding you or your business. Whenever we need instructions or authorization to proceed with legal work on your behalf, we will contact you at the most recent

business address we have received. If you affiliate with, acquire, are acquired by, or merge with another client, you will provide us with sufficient notice to permit us to withdraw as your lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is an expression of opinion only, based on information available to us at the time, and should not be construed by you as the promise or guarantee.

How Fees Will Be Set

Our fees for legal services are customarily determined on the basis of an hourly rate. Each of our lawyers and legal assistants has an hourly rate, as determined by the firm's management, consistent with the experience, reputation, and abilities of the lawyers and legal assistants performing the services. The hourly rates of each of our lawyers and legal assistants are reviewed annually, and, if appropriate, are adjusted to reflect current levels of legal experience, reputation, ability, costs, and other factors. We will keep accurate records of the time we devote to your work.

Occasionally we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will attempt to furnish such an estimate, based upon our past experience and best professional judgment, but with an understanding that such an estimate is not a maximum or fixed-fee quotation and that fees and costs are not usually predictable. It is expressly understood that your

obligation to pay our fees and costs is in no way contingent on the outcome of this matter.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee and the scope of the services to be provided. It is our general policy not to accept representation on a flat-fee basis except in defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. Likewise, on rare occasions we may perform work on a contingency fee or other specially deferred fee relationship. In all such situations, the flat-fee or contingency fee arrangement will be expressed in a letter from us setting forth the terms and scope of the services to be provided, and your payment obligations.

Conflicts

We represent many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. We agree, however, that the above consent shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

In addition, you agree that we may disclose the fact of our representation of you, without disclosing the nature

of such representation, to other current or future clients that may be adverse to you for the purpose of obtaining such other clients' consent to any conflict of interest that may be presented by our representation of you and such other client. We will not disclose to the other client any confidential information pertaining to our representation of you.

From time to time we may have discussions with other lawyers for the purpose of considering them joining our firm. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure shall be subject to the confidentiality rules in the applicable codes of professional conduct and our confidentiality agreement with such other lawyers. You agree that we may disclose such limited information for these purposes.

Representation of Lawyers

We sometimes represent lawyers and law firms, and we are sometimes represented by other lawyers and law firms in matters unrelated to our representation of you. Because we do not believe these representations will materially limit our responsibilities to you or will otherwise adversely affect our representation of you, we do not believe these representations present conflicts of interest, including where any such firm also represents a client whose interests are opposed to yours in either a litigation or transactional setting. If, however, you have any concerns about whether such a relationship exists between this firm and the law firm that represents a client whose interests are adverse to yours in connection with this representation, please ask us whether there is any such relationship and we will attempt to address your concerns. Otherwise, you agree that we may represent or be represented by lawyers or law firms that also represent clients whose interests are adverse to yours.

Out-of-Pocket Expenses

Although substantial expenses incurred on a client's behalf will be sent to the client for direct payment, we often incur and pay on behalf of our clients a variety of smaller out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors. Some typical costs are certain telephone charges; express delivery charges; printing and reproduction costs; filing fees; and travel expenses. We also charge for computerized legal research either at a rate equal to that charged by our vendor or based upon negotiated volume discounts. We also charge for our actual costs paid to vendors for processing and storing data that must be collected, analyzed and sometimes produced as a part of our representation of a client in transactional, litigation or other matters. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will be paid on a regular basis.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally monthly, for both fees and disbursements. You agree to make payment within thirty days of receiving our statement. We will give you prompt notice if your account becomes delinquent. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and may pursue collection of your account.

Retainer and Trust Deposits

New clients of the firm are commonly asked to deposit a retainer with the firm. Two types of retainers are used most frequently. A monthly retainer is an amount billed and paid apart from the usual invoices for services rendered. Part or all of the retainer then is credited to the next invoice. A second type of retainer is a long-

term deposit. Unless otherwise agreed, this retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services.

At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased. Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you. All trust deposits we receive from you will be placed in a trust account for your benefit. Unless special arrangements are made, interest earned on the trust account is paid to a charitable foundation established in accordance with court rules.

Federally Regulated Financial Institutions

If you are a federally regulated financial institution, our engagement, unless expressly described otherwise in the accompanying engagement letter, will be limited to assisting you with the structuring, negotiation, documenting and closing of your financing transactions, and conducting a legal review (the scope of which will be defined at the commencement of each separate transaction) of certain due diligence matters pertaining to each prospective borrower's business. In connection with the foregoing, we will also assist you with the federal regulatory aspects of your receipt of equity enhancements (e.g., warrants and success fees) in connection with your financing transaction and the effect on, and applicability to, your financing transaction of federal margin stock laws and regulations; however, if we are not your counsel with respect to general corporate compliance matters, we will not otherwise undertake any responsibility for

assuring that, with respect to any of the financing transactions, you will be complying with applicable state or federal laws and regulations because of your legal or regulatory status or because of the general nature of your business, including, without limitation, capital adequacy requirements, lending limits, restrictions on affiliate and insider transactions, rules regarding interlocking boards of directors, governmental reporting and licensing requirements, and federal, state or local tax matters. Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by us.

Termination

You may terminate our representation at any time, with or without cause, by notifying us in writing. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the codes of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: conflict of interest with another client, misrepresentation or failure to disclose material facts, action contrary to our advice, and nonpayment of fees or costs. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we shall provide the client written notice of our withdrawal.

If we terminate the engagement, we will take reasonable steps to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform

further, including executing any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and you agree not to oppose our request.

At your request, documents and property will be returned to you *upon receipt of payment for outstanding fees and costs*, although we reserve the right to copy any documents we deem appropriate. Our files and documents pertaining to this matter will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us without further notice to you.

Post-Engagement Matters

The client is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the client's future rights and liabilities. Unless the client engages us after the completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise the company on such issues or on future legal developments, including monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter.

Entire Agreement

The engagement letter and these Standard Terms of Representation constitute the entire understanding and agreement between you and this firm regarding our representation of you in this matter. Unless otherwise agreed, they superseded any prior understanding and agreements, written or oral, and any billing requirements, outside counsel guidelines, or

letters submitted to us. If any provision of the engagement letter or these Standard Terms of Representation is held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The engagement letter and these Standard Terms may be amended only by a written agreement between you and us. You should review this document carefully and contact us promptly with any questions. You should retain this document in your file.

Client Satisfaction

Our desire is to serve you and meet your legal needs. Client satisfaction is of utmost importance. You should feel free to discuss any aspect of our representation with the principal attorney or any other attorney with the firm. We welcome your input to ensure that our legal services meet your needs. We appreciate having the opportunity to be of service to you.



QUALITY WELL AND PUMP
PO BOX 577
GREELEY, CO 80632
(970)353-3118 Fax # (970)284-6445

Estimate

Date	Estimate #
7/16/2026	E26-1060

NORTH WELD COUNTY WATER DISTRICT
32825 CR 39
LUCERNE, CO 80654

Proposal Prepared by:
Tony Cure
tony@qualitywellandpump.com

Description	Qty	Cost	Total
SERVICE REQUESTED BY BRAD (970)-381-9816. SERVICE ADDRESS SAME AS BILLING. CUSTOMER REQUESTING WE PULL PUMP AND QUOTE REPAIR.			
WELL #1: 7/8/26: TRAVELED TO SITE AND RIGGED UP BOOM TRUCK. UNBOLTED HEAD AND UNWIRED PUMP. PULLED PUMP AND OBSERVED PUMP IN A DETERIORATED STATE. WIRE HAS 3 SPLICES IN IT AND WILL NEED FULL REPLACEMENT AS WELL			
SIMFLO SP7H (1 STAGE) SUBMERSIBLE TURBINE	1	3,575.50	3,575.50
HITACHI 25HP 200/3 6" SUB MOTOR 100-0253826SV	1	4,097.10	4,097.10
WIRE 2/3 W/GRD SUB CABLE	70	9.27	648.90
HEAT SHRINK KIT #2 4 WIRE	1	23.36	23.36
FREIGHT CHARGE - TURBINE	1	200.00	200.00
TURBINE PUMP LABOR - PULL & REPLACE	4	265.00	1,060.00
MILEAGE RIG ONLY (1 TRIP - COMBINE MILEAGE WITH WELL #2)	8	3.95	31.60
****OPTION FOR A STAINLESS STEEL GOULDS 7STLC TO MATCH THE PUMP IN THE OTHER WELL. ADD \$3,500.00.			
STAINLESS STEEL PUMP COMPONENTS ARE IN STOCK IN LUBBOCK, TX			
Sales Tax Exempt Government - Weld County		0.00%	0.00
The title to the merchandise and personal property covered by this invoice shall remain vested in Quality Well and Pump, LLC until the purchase price is paid in full. Customer agrees to pay a service charge computed at a periodic rate of 1.5% per month (18%APR) applied to all past due amounts after deducting current payments/credits.		Total	\$9,636.46
Final billing will be based on materials and labor used. All prices are subject to change after 30 days from above date.			
Customer's Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.		Signature _____	



QUALITY WELL AND PUMP
PO BOX 577
GREELEY, CO 80632
(970)353-3118 Fax # (970)284-6445

Estimate

Date	Estimate #
7/16/2026	E26-1061

NORTH WELD COUNTY WATER DISTRICT
32825 CR 39
LUCERNE, CO 80654

Proposal Prepared by:
Tony Cure
tony@qualitywellandpump.com

Description	Qty	Cost	Total
SERVICE REQUESTED BY BRAD (970)-381-9816. SERVICE ADDRESS SAME AS BILLING. CUSTOMER REQUESTING WE PULL PUMP AND QUOTE REPAIR.			
WELL #2:			
7/8/26: TRAVELED TO SITE AND RIGGED UP BOOM TRUCK. UNBOLTED HEAD AND UNWIRED PUMP. PULLED PUMP AND LOADED ONTO TRUCK FOR FURTHER EVALUATION.			
7/13/26: PUMP BOWLS IN FAIR TO GOOD CONDITION BOWLS NEED TO BE REBUSHED. NEED NEW BOWL SHAFT REBUILD EXISTING PUMP BOWLS 10 INCH OR SMALLER, 1 STAGE	1	1,600.00	1,600.00
HITACHI 25HP 200/3 6" SUB MOTOR 100-0253826SV	1	4,097.10	4,097.10
WIRE 2/3 W/GRD SUB CABLE	65	9.27	602.55
HEAT SHRINK KIT #2 4 WIRE	1	23.36	23.36
FREIGHT CHARGE - TURBINE	1	200.00	200.00
TURBINE PUMP LABOR - PULL & REPLACE	4	265.00	1,060.00
MILEAGE RIG ONLY (1 TRIP - COMBINE MILEAGE WITH WELL #1)	8	3.95	31.60
Sales Tax Exempt Government - Weld County		0.00%	0.00
The title to the merchandise and personal property covered by this invoice shall remain vested in Quality Well and Pump, LLC until the purchase price is paid in full. Customer agrees to pay a service charge computed at a periodic rate of 1.5% per month (18%APR) applied to all past due amounts after deducting current payments/credits.		Total	\$7,614.61
Final billing will be based on materials and labor used. All prices are subject to change after 30 days from above date.			
Customer's Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.		Signature	



Delivery by email to:
ericr@nwcwd.org

August 3, 2026

Eric Reckentine
General Manager
NWCWD
32825 Co Rd 39
Lucerne, CO 80646

RE: Pump Station 01 Repair – Recommendation of Partial Retainage Release

Dear Eric and Members of the Board,

The purpose of this letter is to recommend the partial release of the retainage payment to Moltz Construction, Inc. for the repair work at Pump Station 01.

Following the completion of Phase 1 and Phase 2 improvements, the pump station was commissioned on May 5th, 2026. During the startup, the pumps, motors, valves, piping, and electrical systems were tested for performance.

Representatives from the District, Ditesco, Moltz, and pump manufacturer were onsite to inspect and test the equipment. During the startup, it was discovered that the existing pumps were not performing in accordance with the standards and specifications of the equipment.

This led to an iterative investigation to isolate and correct the issue. Because the existing pumps were integrated with new electrical equipment, it is difficult to determine at this time if the issue is a mechanical issue or an electrical issue.

To isolate and determine the issue, the existing construction contract for Moltz Construction has been amended to include the following work: procurement and installation of a new Cla Val solenoid control valve in place of the existing check valve, as well as the associated work to demolish the existing and install modified piping to fit the new valve.

Once the new valve is installed, the pump station startup process will be repeated. By removing the leaking valve, the source of the pump operating issues should become more evident.

To date, Moltz has completed the Substantial Completion milestone for the original contracted work. We recommend to you and to the Board that a partial retainage of 60% be released to Moltz for their work on Phases 1 and 2 of the original contract. This constitutes a payment of **\$46,722.95**. Please reference the attached retainage pay application for a detailed breakdown of the numbers.

Your Success is Our Success

Ditesco
2133 S. Timberline Rd, Suite 110
Fort Collins, CO 80525
(970) 632-5068
ditescoservices.com

Please let me know if you have any questions or require further information regarding this Recommendation of Award. I can be reached by phone at (719) 964-0973 and email dan.egger@ditescoservices.com.

Sincerely,



Dan Egger, PE
Project Manager
Ditesco

NWCWD Pump Station #1 Repairs PARTIAL PAYMENT ESTIMATE				Project NO: 25-15	
				PARTIAL PAYMENT EST NO. Retainag	
				PAGE 1 OF 2	
OWNER: NWCWD		CONTRACTOR: Moltz Construction, Inc.		PERIOD OF ESTIMATE FROM : 5/1/25 to 6/1/26	
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
NO.	Agency Approval Date	AMOUNT Additions Deductions		1. Original Contract \$1,557,419.00 2. Change Orders \$16,830.00 3. Revised Contract (1&2) \$1,574,249.00 4. Work Completed * \$1,557,419.00 5. Stored Materials* \$0.00 6. Subtotal (4 & 5) \$1,557,419.00 7. Retainage* (5%) \$0.00 8. Previous Payments \$1,479,548.05 9. Amount Due (6-7-8) \$77,870.95 *Detailed breakdown attached -	
1	8/29/2025	\$16,165.00			
2	4/13/2026	\$5,119.00			
3	5/21/2026	-\$4,454.00			
TOTALS		\$16,830.00	\$0.00		
CONTRACT TIME					
Original Calendar Days = 0		Start Date = July 14, 2025			
Revised Calendar Days = 0		Project Completion = June 1, 2026			
Remaining Calendar Days = 0		On Schedule: YES NO			
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due Contractor: Moltz Construction, Inc. By _____ Date 5/18/2026					
ENGINEER'S APPROVAL: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents. Engineer: Ditesco By _____ Date _____					
APPROVED BY OWNER; Advisor: NWCWD By _____ Date _____					

APPLICATION FOR PAYMENT						APPLICATION NO.:				Retainage				
PERIOD		Thursday, May 1, 2025				PROJECT: Pump Station #01 Repairs				APPLICATION DATE: 5/18/2026				
FROM:		Monday, June 1, 2026												
TO:														
ITEM NO.	SUMMARY OF WORK	UNIT	QNTY	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT PRICE ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
General - Phase 1														
1.01	Mobilization	LS	1	\$17,719.00	\$17,719.00			100.00	17,719.00			17,719.00	100.00%	100.00%
1.02	General Conditions	LS	1	\$35,437.00	\$35,437.00			100.00	35,437.00			35,437.00	100.00%	100.00%
Phase 1 Site Work														
1.03	Remove and Replace Chain Link Fence	LF	120	\$50.00	\$6,000.00			100.00	6,000.00			6,000.00	100.00%	100.00%
1.04	Restore Gravel Surfacing	LS	1	\$8,194.00	\$8,194.00			100.00	8,194.00			8,194.00	100.00%	100.00%
1.05	Remove and Replace Double Door Frame	LS	1	\$20,287.00	\$20,287.00			100.00	20,287.00			20,287.00	100.00%	100.00%
1.06	Remove and Replace Single Door Frame	LS	1	\$11,453.00	\$11,453.00			100.00	11,453.00			11,453.00	100.00%	100.00%
Phase 1 Mechanical Work														
1.07	Remove Ex. DIP and Demo Supports	LS	1	\$39,303.00	\$39,303.00			100.00	39,303.00			39,303.00	100.00%	100.00%
1.08	Remove Ex. 16" Pump Flow Control Valve	EA	1	\$2,778.00	\$2,778.00			100.00	2,778.00			2,778.00	100.00%	100.00%
1.09	Remove Ex. Valve and Accessories as shown	LS	1	\$2,919.00	\$2,919.00			100.00	2,919.00			2,919.00	100.00%	100.00%
1.10	Blind Flange Test Ex. Piping	LS	1	\$65,788.00	\$65,788.00			100.00	65,788.00			65,788.00	100.00%	100.00%
1.11	New DIP and Concrete Support	LS	1	\$112,148.00	\$112,148.00			100.00	112,148.00			112,148.00	100.00%	100.00%
1.12	Remove and Replace Damaged Grating Sections	LS	1	\$10,362.00	\$10,362.00			100.00	10,362.00			10,362.00	100.00%	100.00%
1.13	Disinfect and New Piping Pressure Test	LS	1	\$10,311.00	\$10,311.00			100.00	10,311.00			10,311.00	100.00%	100.00%
Phase 1 Electrical Work														
1.14	Temp Electrical Restoration to Buildingand Pump 1&2	LS	1	\$64,829.00	\$64,829.00			100.00	64,829.00			64,829.00	100.00%	100.00%
General - Phase 2														
2.01	Mobilization	LS	1	\$49,996.00	\$49,996.00			100.00	49,996.00			49,996.00	100.00%	100.00%
2.02	General Conditions	LS	1	\$99,909.00	\$99,909.00			100.00	99,909.00			99,909.00	100.00%	100.00%
Phase 2 Mechanical Work														
2.03	Remove Existing Pipe Restraints Pump 1&2	LS	1	\$5,296.00	\$5,296.00			100.00	5,296.00			5,296.00	100.00%	100.00%
2.04	Install New Pipe Restraints Pumps 1&2	LS	1	\$15,082.00	\$15,082.00			100.00	15,082.00			15,082.00	100.00%	100.00%
2.05	Remove and Replace Ex. 20" BFV Pump 1&2	EA	2	\$26,423.00	\$52,846.00			100.00	52,846.00			52,846.00	100.00%	100.00%
2.06	Remove and Replace Ex. 14" BFV Pump 1&2	EA	2	\$11,594.00	\$23,188.00			100.00	23,188.00			23,188.00	100.00%	100.00%
2.07	Remove and Replace Ex. 14" FCA Pump 1&2	EA	2	\$5,886.00	\$11,772.00			100.00	11,772.00			11,772.00	100.00%	100.00%
2.08	Remove and Replace Ex. 20" FCA Pump 1&2	EA	2	\$8,446.00	\$16,892.00			100.00	16,892.00			16,892.00	100.00%	100.00%
2.09	Remove Ex. 14" Pump Control Valve Pumps 1&2	EA	2	\$2,656.00	\$5,312.00			100.00	5,312.00			5,312.00	100.00%	100.00%
2.10	Procure and Install New 14" CV Pumps 1&2	EA	2	\$21,266.00	\$42,532.00			100.00	42,532.00			42,532.00	100.00%	100.00%
2.11	Procure and Install New Pressure Devices	LS	1	\$14,027.00	\$14,027.00			100.00	14,027.00			14,027.00	100.00%	100.00%
2.12	Procure and Install 36" Suction Piping	LS	1	\$138,651.00	\$138,651.00			100.00	138,651.00			138,651.00	100.00%	100.00%
2.13	Procure and Install 24" Suction Piping	LS	1	\$57,899.00	\$57,899.00			100.00	57,899.00			57,899.00	100.00%	100.00%
2.14	Procure and Install 24" BFV	EA	1	\$30,791.00	\$30,791.00			100.00	30,791.00			30,791.00	100.00%	100.00%
2.15	Procure and Install 24" FCA Pump 3	EA	1	\$7,576.00	\$7,576.00			100.00	7,576.00			7,576.00	100.00%	100.00%
2.16	Procure and Install 24x12" Ecc. Rdcr. Pump 3	EA	1	\$12,236.00	\$12,236.00			100.00	12,236.00			12,236.00	100.00%	100.00%
2.17	New Pump Concrete Pad	LS	1	\$7,098.00	\$7,098.00			100.00	7,098.00			7,098.00	100.00%	100.00%
2.18	Reinstall Pump 3	LS	1	\$6,892.00	\$6,892.00			100.00	6,892.00			6,892.00	100.00%	100.00%
2.19	Procure and Install new 10x16"Rdcr Pump 3	EA	1	\$6,301.00	\$6,301.00			100.00	6,301.00			6,301.00	100.00%	100.00%
2.20	Procure and Install New 16" CV Pump 3	EA	1	\$28,577.00	\$28,577.00			100.00	28,577.00			28,577.00	100.00%	100.00%
2.21	Procure and Install New 16" FCA Pump 3	EA	1	\$6,624.00	\$6,624.00			100.00	6,624.00			6,624.00	100.00%	100.00%
2.22	Procure and Install New 16" BFV Pump 3	EA	1	\$12,687.00	\$12,687.00			100.00	12,687.00			12,687.00	100.00%	100.00%
2.23	Procure and Install New 16" Discharge Piping Pump 3	LS	1	\$32,273.00	\$32,273.00			100.00	32,273.00			32,273.00	100.00%	100.00%
2.24	Procure and Install New Galv. Pipe Supports	EA	3	\$3,472.00	\$10,416.00			100.00	10,416.00			10,416.00	100.00%	100.00%
2.25	Disinfect and Pressure Test	LS	1	\$10,050.00	\$10,050.00			100.00	10,050.00			10,050.00	100.00%	100.00%
2.26	Prep and Coat all DIP	LS	1	\$98,252.00	\$98,252.00			100.00	98,252.00			98,252.00	100.00%	100.00%
2.27	Start Up and Test	LS	1	\$5,246.00	\$5,246.00			100.00	5,246.00			5,246.00	100.00%	100.00%
2.28	Allowance (See Allowances below for Detail)	LS	1	\$25,000.00	\$25,000.00			100.00	25,000.00			25,000.00	100.00%	100.00%
Phase 2 Electrical Work														
2.29	Demo Ex. MCC	LS	1	\$8,854.00	\$8,854.00			100.00	8,854.00			8,854.00	100.00%	100.00%
2.30	New Power Panel	EA	1	\$36,031.00	\$36,031.00			100.00	36,031.00			36,031.00	100.00%	100.00%
2.31	Transformer	EA	1	\$6,655.00	\$6,655.00			100.00	6,655.00			6,655.00	100.00%	100.00%
2.32	LP Panel	EA	1	\$6,195.00	\$6,195.00			100.00	6,195.00			6,195.00	100.00%	100.00%
2.33	125 Hp VFD	EA	2	\$40,195.00	\$80,390.00			100.00	80,390.00			80,390.00	100.00%	100.00%
2.34	250 Hp VFD	EA	1	\$69,121.00	\$69,121.00			100.00	69,121.00			69,121.00	100.00%	100.00%
2.35	New Interior Light Fixtures	EA	4	\$1,559.00	\$6,236.00			100.00	6,236.00			6,236.00	100.00%	100.00%
2.36	Electrical Conduit and Wiring	LS	1	\$35,682.00	\$35,682.00			100.00	35,682.00			35,682.00	100.00%	100.00%
2.37	Control Conduit/ Wiring	LS	1	\$11,339.00	\$11,339.00			100.00	11,339.00			11,339.00	100.00%	100.00%
2.38	Start up and Testing	LS	1	\$35,948.00	\$35,948.00			100.00	35,948.00			35,948.00	100.00%	100.00%
2.39	ARC FlashStudy Stickers	LS	1	\$20,019.00	\$20,019.00			100.00	20,019.00			20,019.00	100.00%	100.00%
	Totals				\$1,557,419.00				\$1,557,419.00			\$1,557,419.00	100.00%	100.00%
Change Orders														
1	Replace all North Grating	LS	1	\$16,165.00	\$16,165.00			100.00	16,165.00			16,165.00	100.00%	100.00%
2	Additional Security	LS	1	\$5,119.00	\$5,119.00			100.00	5,119.00			5,119.00	100.00%	100.00%
3	Allowance Credit	LS	1	-\$4,454.00	-\$4,454.00			100.00	-4,454.00			-4,454.00	100.00%	100.00%
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
	Totals				\$1,574,249.00				\$1,574,249.00			\$1,574,249.00	100.00%	100.00%
Allowances (Reflected in SOV Item #2.28)														
PCO - 001	Paint Pump Pads	LS	1	\$2,226.00	\$2,226.00			100.00	2,226.00			2,226.00	100.00%	100.00%
PCO - 002	NW Corner Restraints	LS	1	\$10,010.00	\$10,010.00			100.00	10,010.00			10,010.00	100.00%	100.00%
PCO - 004	Credit to Remove Gravel Resurfacing Material	LS	1	-\$2,500.00	-\$2,500.00			100.00	-2,500.00			-2,500.00	100.00%	100.00%
PCO - 005	Apply Coating to Pipe Pit Walls	ls	1	\$10,810.00	\$10,810.00			100.00	10,810.00			10,810.00	100.00%	100.00%

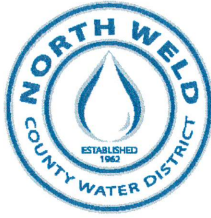
APPLICATION FOR PAYMENT

PERIOD Thursday, May 1, 2025
FROM: Monday, June 1, 2026
TO:

PROJECT: Pump Station #01 Repairs

APPLICATION NO.: Retainage
APPLICATION DATE: 5/18/2026

ITEM NO.	SUMMARY OF WORK	UNIT	QNTY	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT PRICE ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
	Totals				\$20,546.00		\$20,546.00		\$20,546.00			20,546.00	100.00%	100.00%



July 23, 2026

SENT VIA HAND DELIVERY

John Heckman
7535 County Road 78
Fort Collins, CO 80524

Project: North Weld Zone 1 Water Pipeline
Parcel No.: 070520000019

RE: Crop Damage Settlement

Dear Mr. Heckman:

North Weld County Water District has assessed the area of impact to the fields from construction for the Zone 1 water pipeline. Based on the data provided the calculation for the corn crop has been determined at a value of \$71,225. Additional compensation for above ground structures totaling 177 SF have been determined at a value of \$100 and a negotiated settlement at a value of \$21,000. The total compensation for settlement of crop damage is determined at \$92,325. The District will hold payment until January 2027 per the request of Mr. Heckman.

If the foregoing states our understanding and is acceptable, please sign where indicated and return for our records.

Should you have any questions, or need additional information, please contact me at 970-215-0493 (mobile) or by email at kallison@ws-ls.net.

Sincerely,

A handwritten signature in blue ink that reads "Kerri Allison".

Kerri Allison
Western States Land Services, LLC
Representing North Weld County Water District

cc: Eric Reckentine, North Weld County Water District

PROPERTY OWNER ACCEPTANCE OF OFFER:

A handwritten signature in blue ink that reads "John Heckman".

John Heckman



August 3, 2026

Project: North Weld Zone 1 Water Pipeline
Parcel No.: 070520000019

RE: Crop Damage Settlement

Dear Mr. Reckentine:

North Weld County Water District purchased a permanent and temporary easement from Mr. and Mrs. Heckman in March 2024. In December 2025 the project was notified that the oil and gas facility had an active permit and had begun expanding its facilities over the area where we had acquired easement rights. The project had not previously received written consent from the prior oil and gas owner therefore we had no repercussion to the activity. The project was forced to re-align and acquire an amended easement from the Heckman's as well as a written consent from the new oil and gas leaseholder. Due to the realignment the crop damage within the field was greater than originally anticipated. The re-alignment would have been reflected via compensation in the appraisal in terms of amendment to the pivot or possibly damages if the irrigation could not have been configured and maintained during construction. Due to the fact these factors were being discovered during construction the effect to the field turned it into a dryland crop vs the irrigated crop from past years. Based on the data provided the calculation for the corn crop the project would have interrupted has been determined at a value of \$71,225. Additional compensation for above ground structures totaling 177 SF have been determined at a value of \$100 and a negotiated settlement at a value of \$21,000. The total compensation for settlement of crop damage is determined at \$92,325. Mr. Heckman has requested the District hold payment until January 2027. Considering all factors out of our control I recommend this settlement considered and approved by the District and the board to secure good faith.

Should you have any questions, or need additional information, please contact me at 970-215-0493 (mobile) or by email at kallison@ws-ls.net.

Sincerely,

Kerri Allison

Kerri Allison
Western States Land Services, LLC
Representing North Weld County Water District



Table 1: Crop Loss Yield Summary

Property Owner	Parcel No.	Total Area (Acres)	Calculated Crop Loss Option #1 (Acres)	Calculated Crop Loss Option #2 (Acres)	Crop Type	Crop Value (\$/Acre)	Total Crop Value Option 1 (\$)	Total Crop Value Option 2 (\$)
Heckman	070520000019	78.7	55.5	31	Corn	\$ 1017.50	\$ 56,471.25	\$ 31,542.5
	070520000020	52.2	44.7	39	Corn	\$ 1017.50	\$ 45,482.25	\$ 39,682.5
	Total						\$ 101,953.5	\$ 71,225.0

APPLICATION AND CERTIFICATION FOR PAYMENT

CC/CA/Accountant Initials

Purchase Order Number

DATE PAYMENT IS DUE

DATE PAYMENT IS TO BE MAILED

TIME REMAINING ON CONTRACT

20-Aug-26

15-Aug-26

407 DAYS

PROJECT NUMBER

NOTICE TO PROCEED

INITIAL CONTRACT TIME PERIOD

TOTAL TIME EXTENSIONS

CONTRACT COMPLETION DATE

Today's DATE

N/A

13-Apr-26

520

15-Sep-27

4-Aug-26

CONTRACTOR

BONDING COMPANY NAME

BONDING COMPANY ADDRESS

BONDING COMPANY CONTACT NAME

INSURANCE EXPIRATION DATE

Reynolds Construction LLC

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

William Kantlehner, III

4/28/2027

CHANGE ORDER SUMMARY

NUMBER	DATE APPROVED	ADDITIONS	DEDUCTIONS	NET CHANGE	DAYS
1	4/13/2026	\$350,652.00	\$30,923.00	\$319,729.00	0
2				\$0.00	
3				\$0.00	
4				\$0.00	
5				\$0.00	
6				\$0.00	
7				\$0.00	
8				\$0.00	
9				\$0.00	
10				\$0.00	
11				\$0.00	
12				\$0.00	
TOTALS:		\$350,652.00	\$30,923.00	\$319,729.00	0
NET CHANGE BY CHANGE ORDERS		\$319,729.00			

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT CONTINUATION SHEET, ATTACHED

1. ORIGINAL CONTRACT SUM

2. NET CHANGE BY CHANGE ORDERS

3. CONTRACT SUM TO DATE (LINE 1 +/- 2)

4. TOTAL COMPLETED AND STORED TO DATE

5. RETAINAGE:

a. 5% OF COMPLETED & STORED WORK

b. ADDNL RETAINAGE FOR DEFECTS OR CLAIMS

TOTAL RETAINAGE

6. TOTAL EARNED LESS RETAINAGE

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, PLUS RETAINAGE

10. PERCENT COMPLETED TO DATE

\$21,895,990.00

\$319,729.00

\$22,215,719.00

\$3,381,592.63

\$169,079.63

\$0.00

\$169,079.63

\$3,212,513.00

\$2,138,151.92

\$1,074,361.08

\$19,003,206.00

15%

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

BY: JP Connolly

PRINT NAME:

DATE: August 04, 2026

CONSTRUCTION MANAGER:

Robert Barrozo

DATE: 8/4/2026

ENGINEER

Daniel Egger

DATE: 8/4/2026

North Weld County Water District

BY: Operations Manager: Garret Mick

DATE:

North Weld County Water District

BY: District Manager: Eric Reckenstine

DATE:

North Weld County Water District

BY: Board President: Tad Stout

DATE:

NOTE: AN UPDATED PROGRESS SCHEDULE MUST ACCOMPANY PAY REQUEST.

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

APPLICATION FOR PAYMENT

North Weld County Water District
32825 County Road 39
Lucerne, CO 80646

CONTRACTOR:

Reynolds Construction, LLC
2183 S. Denver Ave.
Fort Lupton, CO 80621

PAY REQUEST #-----
SUBMISSION DATE-----
PERIOD ENDING-----

4

21-Ju-26
20-Ju-26

Zone 1 West Waterline

This pay application must be accompanied by an updated project schedule; failure to supply an updated schedule may result in a delayed progress payment.

ITEM NO.	DESCRIPTION OF WORK	ORIG CONT QTY	C.O. QTY	UNIT	UNIT PRICE	BASE CONTRACT VALUE	CHANGE ORDER UNIT QUANTITY	CHANGE ORDER UNIT PRICE	CHANGE ORDER VALUE	REVISED CONTRACT AMOUNT	WORK COMPLETED ON PROJECT				STORED MATERIAL		\$ TOTAL COMPLETED AND STORED TO DATE	% COMPLETE	\$ BALANCE TO FINISH
											PREVIOUS PAY APP		THIS ESTIMATE		PREVIOUS	CURRENT			
											UNITS	\$ AMOUNT	UNITS	\$ AMOUNT					
Pipeline Installation																			
1	Mobilization	LS		1	238,796.00	\$ 238,796.00			\$ -	\$ 238,796.00	0.50	\$ 119,398.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 119,398.00	50%	\$ 119,398.00
2	Traffic Control	LS		1	67,785.00	\$ 67,785.00			\$ -	\$ 67,785.00		\$ -	0.25	\$ 16,946.25	\$ 0.00	\$ 0.00	\$ 16,946.25	25%	\$ 50,838.75
3	Dewer's Field Offices	EA		8	12,007.00	\$ 96,056.00			\$ -	\$ 96,056.00	1.50	\$ 18,010.50	1.00	\$ 12,007.00	\$ 0.00	\$ 0.00	\$ 30,017.50	31%	\$ 66,038.50
4	Sediment and Erosion Control	LS		1	272,265.00	\$ 272,265.00	LS	1	\$ 6,075.00	\$ 6,075.00	0.50	\$ 136,132.50	0.05	\$ 13,613.25	\$ 0.00	\$ 0.00	\$ 149,745.75	54%	\$ 128,594.25
5	Contaminated Soils Removal and Replacement	TON		2225	63.00	\$ 140,175.00			\$ -	\$ 140,175.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 140,175.00
6	Trench Stabilization	CY		4900	120.00	\$ 588,000.00	CY	287	\$ 120.00	\$ 34,440.00	466.64	\$ 55,996.80	256.94	\$ 30,832.80	\$ 0.00	\$ 0.00	\$ 86,829.60	14%	\$ 535,610.40
7	Cutoff Wall	EA		14	5,840.00	\$ 81,760.00			\$ -	\$ 81,760.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 81,760.00
8	42-inch Welded Steel Waterline	LF		11103	504.00	\$ 5,595,912.00			\$ -	\$ 5,595,912.00		\$ -		\$ -	\$ 231,140.70	\$ 1,190,627.24	\$ 1,190,627.24	0%	\$ 4,405,284.76
9	30-inch Welded Steel Waterline	LF		2588	436.00	\$ 1,128,368.00			\$ -	\$ 1,128,368.00		\$ -		\$ -	\$ 36,022.00	\$ 36,022.00	\$ 36,022.00	0%	\$ 1,092,346.00
10	20-inch PVC Waterline	LF		10450	197.00	\$ 2,058,650.00	LF	1415	\$ 197.00	\$ 278,755.00	4150.00	\$ 817,550.00	1532	\$ 301,804.00	\$ 656,015.96	\$ 294,754.40	\$ 1,414,108.40	48%	\$ 923,296.60
11	Larimer County Canal: 42-inch WSP Open Cut Installation	LF		160	2,127.00	\$ 340,320.00			\$ -	\$ 340,320.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 340,320.00
12	Larimer County Canal: 20-inch PVC Open Cut Installation	LF		150	1,180.00	\$ 177,000.00			\$ -	\$ 177,000.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 177,000.00
13	Highway 257 Tunnel: Shafts	LS		1	228,620.00	\$ 228,620.00			\$ -	\$ 228,620.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 228,620.00
14	Highway 257 Tunnel: 42-inch WSP Casing Pipe Installation	LF		110	2,824.00	\$ 310,640.00			\$ -	\$ 310,640.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 310,640.00
15	Highway 257 Tunnel: 30-inch WSP Carrier Pipe Installation	LF		110	905.00	\$ 99,550.00			\$ -	\$ 99,550.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 99,550.00
16	WCR 80: 20-inch PVC Open Cut Installation and Connection to Existing	LF		100	385.00	\$ 38,500.00			\$ -	\$ 38,500.00		\$ -	95	\$ 36,575.00	\$ 0.00	\$ 0.00	\$ 36,575.00	95%	\$ 1,925.00
17	WCR 13: Waterline A Connection to Existing	LS		1	212,875.00	\$ 212,875.00			\$ -	\$ 212,875.00		\$ -		\$ -	\$ 44,507.74	\$ 44,507.74	\$ 44,507.74	0%	\$ 168,367.26
18	WCR 13: Remove and Replace Existing 36" B/V	LS		1	44,500.00	\$ 44,500.00			\$ -	\$ 44,500.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 44,500.00
19	Waterline T1 Connection to Existing	LS		1	165,650.00	\$ 165,650.00			\$ -	\$ 165,650.00		\$ -		\$ -	\$ 74,197.07	\$ 74,197.07	\$ 74,197.07	0%	\$ 91,452.93
20	Highway 257: Waterline B Connection to Existing	LS		1	82,245.00	\$ 82,245.00			\$ -	\$ 82,245.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 82,245.00
21	WCR 78: Waterline C Connection to Existing	LS		1	87,490.00	\$ 87,490.00			\$ -	\$ 87,490.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 87,490.00
22	Combination Air Release/Air Vacuum Manifold Assembly: 42-inch Waterline	EA		3	83,400.00	\$ 250,200.00			\$ -	\$ 250,200.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 250,200.00
23	Combination Air Release/Air Vacuum Assembly: 20-inch Waterline	EA		4	43,465.00	\$ 173,860.00			\$ -	\$ 173,860.00		\$ -		\$ -	\$ 18,161.74	\$ 18,161.74	\$ 18,161.74	0%	\$ 155,698.26
24	Blowoff Assembly: 42-inch Waterline	EA		4	30,450.00	\$ 121,800.00			\$ -	\$ 121,800.00		\$ -		\$ -	\$ 0.00	\$ 11,811.04	\$ 11,811.04	0%	\$ 109,988.96
25	Blowoff Assembly: 30-inch Waterline	EA		1	30,923.00	\$ 30,923.00	EA	-1	\$ 30,923.00	\$ (30,923.00)		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
26	Blowoff Assembly: 20-inch Waterline	EA		4	19,115.00	\$ 76,460.00			\$ -	\$ 76,460.00		\$ -	2.00	\$ 38,230.00	\$ 0.00	\$ 2,693.28	\$ 40,923.28	50%	\$ 35,536.72
27	42" B/V Vault	EA		1	295,900.00	\$ 295,900.00			\$ -	\$ 295,900.00		\$ -		\$ -	\$ 0.00	\$ 64,577.76	\$ 64,577.76	0%	\$ 231,322.24
28	30" B/V Vault	EA		1	220,720.00	\$ 220,720.00			\$ -	\$ 220,720.00		\$ -		\$ -	\$ 0.00	\$ 897.76	\$ 897.76	0%	\$ 219,822.24
29	Waterline Filling, Hydrostatic Testing, and Dewatering	LS		1	265,920.00	\$ 265,920.00	LS	1	\$ 26,075.00	\$ 26,075.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 291,995.00
30	Sludge Pit Backfill and Restoration	LS		1	94,660.00	\$ 94,660.00			\$ -	\$ 94,660.00	0.25	\$ 23,665.00		\$ -	\$ 0.00	\$ 0.00	\$ 23,665.00	25%	\$ 70,995.00
31	Seeding and Surface Restoration	AC		53	1,920.00	\$ 101,760.00	AC	2	\$ 1,920.00	\$ 4,320.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 106,080.00
32	Ship Loose Items	LS		1	21,830.00	\$ 21,830.00			\$ -	\$ 21,830.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 21,830.00
TANK SITE INSTALLATION																			
33	Site Grading and Drainage	AC		4	440,010.00	\$ 1,760,040.00			\$ -	\$ 1,760,040.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 1,760,040.00
34	Pre-Stressed (AWWA D130) Tank Deferred Design	LS		1	86,730.00	\$ 86,730.00			\$ -	\$ 86,730.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 86,730.00
35	Pre-Stressed (AWWA D130) Tank Construction	LS		1	5,437,190.00	\$ 5,437,190.00			\$ -	\$ 5,437,190.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 5,437,190.00
36	Tank Piping and Valving (Tank to Main Lines)	LS		1	429,780.00	\$ 429,780.00			\$ -	\$ 429,780.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 429,780.00
37	24-inch PVC Tank Drain Line	LF		470	404.00	\$ 189,880.00			\$ -	\$ 189,880.00		\$ -		\$ -	\$ 19,888.22	\$ 19,888.22	\$ 19,888.22	0%	\$ 169,991.78
38	Site Electrical and Security	LS		1	198,160.00	\$ 198,160.00			\$ -	\$ 198,160.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 198,160.00
39	Fence and Gate	LF		1350	63.00	\$ 85,050.00			\$ -	\$ 85,050.00		\$ -		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 85,050.00
Added Items Via Change Orders																			
1	Romac Transition Fitting						LS	1.00	\$ 987.00	\$ 987.00		\$ 987.00		\$ -			\$ 0.00	0%	\$ 987.00
										\$ -									
										\$ -									
										\$ -									
										\$ -									
TOTALS						\$ 21,895,990.00			\$ 319,728.00	\$ 22,215,719.00		\$ 1,170,752.80		\$ 450,008.30	\$ 1,079,933.43	\$ 1,760,831.53	\$ 3,381,592.63	15%	\$ 18,834,126.37

STORED MATERIAL SUMMARY

SUPPLIER INVOICE NO.	SUPPLIER INVOICE DATE	Zone 1 West INVOICE INTRODUCED	BID ITEM NO.	MATERIAL DESCRIPTION	STORED THIS MONTH			NOTES:	INCORPORATED IN WORK					MATERIALS REMAINING IN STORAGE (\$)
					QUANTITY	UNIT PRICE	AMOUNT (\$)		DATE (MO/YR)	Zone 1 West INVOICE REMOVED	QUANTITY	UNIT PRICE	AMOUNT (\$)	
1668341	03/05/26	3	8	42" FLG 2508 OL BFV W/ACT	1.00	\$ 38,142.40	\$ 38,142.40	42" FLG BFV (42" WSP)				\$ 38,142.40	\$ -	\$ 38,142.40
1668341	03/05/26	3	9	30" FLG OL BFV	2.00	\$ 18,011.00	\$ 36,022.00	30" FLG BFV (30" WSP)				\$ 18,011.00	\$ -	\$ 36,022.00
1668341	03/05/26	3	10	20" MJxFLG BFV L/A	2.00	\$ 7,521.98	\$ 15,043.96	20" MJxFLG BFV				\$ 7,521.98	\$ -	\$ 15,043.96
1668341	03/05/26	3	10	20" MJ OL 150# BFV L/A	2.00	\$ 7,163.76	\$ 14,327.52	20" MJ BFV				\$ 7,163.76	\$ -	\$ 14,327.52
1668341	03/05/26	3	19	24" MJ OL BFV L/A	1.00	\$ 9,944.80	\$ 9,944.80	24" MJ BFV (T1 Conn. To Existing)				\$ 9,944.80	\$ -	\$ 9,944.80
1668341	03/05/26	3	19	30" FLG OL BFV	1.00	\$ 18,011.00	\$ 18,011.00	30" FLG BFV (T1 Conn. To Existing)				\$ 18,011.00	\$ -	\$ 18,011.00
1668341	03/05/26	3	37	24" FLG BFV SS 304 150B OL	2.00	\$ 9,944.11	\$ 19,888.22	24" FLG BFV (5MG tank site)				\$ 9,944.11	\$ -	\$ 19,888.22
1668341-1	03/30/26	3	17	36" BFV Less Accessories	2.00	\$ 22,253.87	\$ 44,507.74	36" BFVs				\$ 22,253.87	\$ -	\$ 44,507.74
1671151	04/06/26	3	10	20" PVC Pipe	2112.00	\$ 63.58	\$ 134,280.96	June: 886 LF Delivered. Installed 4150 LF. Delta = 5706 LF // Removed Invoice #1671151	Jun-26	3	2,112.00	\$ 63.58	\$ 134,280.96	\$ -
1671151-1	04/06/26	3	10	20" PVC Pipe	2816.00	\$ 63.58	\$ 179,041.28	in full in pay app #3. Removed 2,038 LF on pay app #3. July: Removed remainder of invoice	Jun-26	3 & 4	2,816.00	\$ 63.58	\$ 179,041.28	\$ -
1671151-2	04/06/26	3	10	20" PVC Pipe	2112.00	\$ 63.58	\$ 134,280.96	#1671151-1 on pay app #4 (776.7). Removed 754 LF from Invoice #1671151-2 on pay app	Jul-26	4	754.00	\$ 63.58	\$ 47,939.32	\$ 86,341.64
1671151-3	04/06/26	3	10	20" PVC Pipe	2816.00	\$ 63.58	\$ 179,041.28	#4 for a total of 1532 LF installed in July.				\$ 63.58	\$ -	\$ 179,041.28
1670282	04/10/26	3	19	36" x 24" MJ Long Sleeve Epoxy	1.00	\$ 6,088.81	\$ 6,088.81	36"x24" Fitting				\$ 6,088.81	\$ -	\$ 6,088.81
1670282	04/10/26	3	19	36" Wedge Restraint Gland	13.00	\$ 1,522.22	\$ 19,788.86	Component to install T1 Waterline				\$ 1,522.22	\$ -	\$ 19,788.86
1670282	04/10/26	3	19	24" MJ 45° Bend Epoxy	4.00	\$ 2,714.24	\$ 10,856.96	24" Fittings				\$ 2,714.24	\$ -	\$ 10,856.96
1670282	04/10/26	3	19	24" DIP Wedge Rest, Gland	6.00	\$ 473.33	\$ 2,839.98	24" Fittings				\$ 473.33	\$ -	\$ 2,839.98
1670282	04/10/26	3	19	24" Joint Restraint	6.00	\$ 1,111.11	\$ 6,666.66	24" Fittings				\$ 1,111.11	\$ -	\$ 6,666.66
222148	04/28/26	3	23	CARV Manhole bottoms & accessories	1.00	\$ 4,409.30	\$ 4,409.30	Manhole Bottoms & accessories STA 112+40				\$ 4,409.30	\$ -	\$ 4,409.30
222148	04/28/26	3	23	CARV Manhole bottoms & accessories	1.00	\$ 4,528.30	\$ 4,528.30	Manhole Bottoms & accessories STA 128+50				\$ 4,528.30	\$ -	\$ 4,528.30
222220	04/30/26	3	23	CARV Manhole bottoms & accessories	1.00	\$ 4,647.30	\$ 4,647.30	Manhole Bottoms & accessories STA 100+92				\$ 4,647.30	\$ -	\$ 4,647.30
222220	04/30/26	3	23	CARV Manhole bottoms & accessories	1.00	\$ 4,576.84	\$ 4,576.84	Manhole Bottoms & accessories STA 36+69				\$ 4,576.84	\$ -	\$ 4,576.84
9000177165	06/16/26	3	8	42" WSP (MK 76, 76A, 77, 78)	199.16	\$ 192.42	\$ 38,322.56	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,322.56
9000177165	06/16/26	3	8	42" WSP (MK 79, 80, 81, 82)	199.16	\$ 192.42	\$ 38,322.56	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,322.56
9000177165	06/16/26	3	8	Blowoff Assembly Fittings (42")	1.00	\$ 4,110.00	\$ 4,110.00	42" WSP & Fittings				\$ 4,110.00	\$ -	\$ 4,110.00
9000177165	06/16/26	3	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177258	06/18/26	3	8	42" WSP (MK 83, 84, 85)	149.47	\$ 192.42	\$ 28,760.06	42" WSP & Fittings				\$ 192.42	\$ -	\$ 28,760.06
9000177258	06/18/26	3	8	42" WSP (MK 87, 88, 89)	149.35	\$ 192.42	\$ 28,738.70	42" WSP & Fittings				\$ 192.42	\$ -	\$ 28,738.70
9000177258	06/18/26	3	8	42" CARV Assembly Fittings	1.00	\$ 15,020.00	\$ 15,020.00	42" WSP & Fittings (MK 83 CARV STA 45+45.63)				\$ 15,020.00	\$ -	\$ 15,020.00
9000177258	06/18/26	3	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177303	06/19/26	3	8	42" WSP (MK 90, 91, 92, 93)	199.07	\$ 192.42	\$ 38,305.43	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,305.43
1668226	06/24/26	4	22	Yellow Bollards	12.00	\$ 224.44	\$ 2,693.28	Bollards for 3 CARV's (42" WSP)				\$ 224.44	\$ -	\$ 2,693.28
1668226	06/24/26	4	24	Yellow Bollards	16.00	\$ 224.44	\$ 3,591.04	Bollards for 4 blowoff's (42" WSP)				\$ 224.44	\$ -	\$ 3,591.04
1668226	06/24/26	4	26	Yellow Bollards	12.00	\$ 224.44	\$ 2,693.28	Bollards for 3 blowoff's (20" PVC)				\$ 224.44	\$ -	\$ 2,693.28
1668226	06/24/26	4	27	Yellow Bollards	4.00	\$ 224.44	\$ 897.76	Bollards for 1 BFV vault (42" WSP)				\$ 224.44	\$ -	\$ 897.76
1668226	06/24/26	4	28	Yellow Bollards	4.00	\$ 224.44	\$ 897.76	Bollards for 1 BFV vault (30" WSP)				\$ 224.44	\$ -	\$ 897.76
9000177978	07/07/26	4	8	42" WSP (MK 148, 149, 150, 151)	249.01	\$ 192.42	\$ 47,914.50	42" WSP & Fittings				\$ 192.42	\$ -	\$ 47,914.50
9000177978	07/07/26	4	8	42" WSP (MK 152, 153, 154, 155)	199.20	\$ 192.42	\$ 38,330.06	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,330.06
9000177978	07/07/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177978	07/07/26	4	8	42" WSP (MK 156, 157, 159, 160)	199.25	\$ 192.42	\$ 38,338.92	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,338.92
9000177978	07/07/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177978	07/07/26	4	8	42" WSP (MK 168, 161, 162, 163)	163.40	\$ 192.42	\$ 31,442.01	42" WSP & Fittings				\$ 192.42	\$ -	\$ 31,442.01
9000178108	07/08/26	4	8	42" WSP (MK 164, 165, 166, 167)	199.25	\$ 192.42	\$ 38,339.30	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,339.30
9000178108	07/08/26	4	8	42" WSP (MK 168, 169, 170, 171)	199.25	\$ 192.42	\$ 38,339.30	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,339.30
9000178108	07/08/26	4	8	42" WSP (MK 172, 173, 174, 175)	199.16	\$ 192.42	\$ 38,321.79	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,321.79
9000178108	07/08/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000178396	07/09/26	4	8	42" WSP (MK 209, 210, 211, 212)	199.20	\$ 192.42	\$ 38,330.26	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,330.26
9000178386	07/09/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000178572	07/22/26	4	8	42" WSP (MK 198, 199, 200, 201)	199.25	\$ 192.42	\$ 38,339.30	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,339.30
9000178572	07/22/26	4	8	42" WSP (MK 202, 203, 205)	121.88	\$ 192.42	\$ 23,451.38	42" WSP & Fittings				\$ 192.42	\$ -	\$ 23,451.38
9000178572	07/22/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000178572	07/22/26	4	8	42" WSP (MK 204, 206, 207, 208)	199.25	\$ 192.42	\$ 38,339.30	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,339.30
9000178286	07/15/26	4	8	42" WSP (MK 179, 181, 182, 184)	176.32	\$ 192.42	\$ 34,311.95	42" WSP & Fittings				\$ 192.42	\$ -	\$ 34,311.95
9000178286	07/15/26	4	8	42" WSP (MK 183, 185, 186, 189)	151.55	\$ 192.42	\$ 29,161.64	42" WSP & Fittings				\$ 192.42	\$ -	\$ 29,161.64
9000178286	07/15/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000178286	07/15/26	4	8	42" WSP (MK 180, 187, 188, 190, 191)	165.18	\$ 192.42	\$ 31,784.51	42" WSP & Fittings				\$ 192.42	\$ -	\$ 31,784.51
9000178109	07/16/26	4	8	42" WSP (MK 176, 177, 178)	149.27	\$ 192.42	\$ 28,721.57	42" WSP & Fittings				\$ 192.42	\$ -	\$ 28,721.57
9000178109	07/16/26	4	8	24" Access Manway w/ Blind Flange	1.00	\$ 11,390.00	\$ 11,390.00	42" WSP & Fittings				\$ 11,390.00	\$ -	\$ 11,390.00
9000177478	06/24/26	4	8	42" WSP (MK 94, 95, 96, 97, 98, 99, 100, 101)	196.45	\$ 192.42	\$ 38,185.36	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,185.36
9000177478	06/24/26	4	24	Blowoff Assembly Fittings (42")	1.00	\$ 4,110.00	\$ 4,110.00	42" WSP & Fittings				\$ 4,110.00	\$ -	\$ 4,110.00
9000177478	06/24/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177478	06/24/26	4	8	42" WSP (MK 102, 103, 104, 105, 106)	196.87	\$ 192.42	\$ 38,266.57	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,266.57
9000177478	06/24/26	4	8	42" WSP (MK 107, 108, 109)	149.26	\$ 192.42	\$ 28,720.03	42" WSP & Fittings				\$ 192.42	\$ -	\$ 28,720.03
9000177478	06/24/26	4	8	24" Access Manway w/ Blind Flange	1.00	\$ 11,390.00	\$ 11,390.00	42" WSP & Fittings				\$ 11,390.00	\$ -	\$ 11,390.00
9000177478	06/24/26	4	8	42" WSP (MK 110, 111, 112, 113)	196.97	\$ 192.42	\$ 38,286.00	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,286.00
9000177478	06/24/26	4	8	42" WSP (MK 122, 123, 124, 125)	199.21	\$ 192.42	\$ 38,331.80	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,331.80
9000177478	06/24/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177478	06/24/26	4	8	42" WSP (MK 114, 115, 116, 117, 118, 119, 120, 121)	153.42	\$ 192.42	\$ 29,521.85	42" WSP & Fittings				\$ 192.42	\$ -	\$ 29,521.85
9000177478	06/24/26	4	27	42" BFV Assembly Fittings	1.00	\$ 63,680.00	\$ 63,680.00	42" WSP & Fittings				\$ 63,680.00	\$ -	\$ 63,680.00
9000177478	06/24/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177478	06/24/26	4	8	42" WSP (MK 126, 127, 128, 129)	199.21	\$ 192.42	\$ 38,332.18	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,332.18
9000177478	06/24/26	4	8	42" WSP (MK 130, 131, 132, 133)	199.21	\$ 192.42	\$ 38,332.37	42" WSP & Fittings				\$ 192.42	\$ -	\$ 38,332.37
9000177478	06/24/26	4	8	3" dia. Forged Steel Threaded Coupling	1.00	\$ 712.00	\$ 712.00	42" WSP & Fittings				\$ 712.00	\$ -	\$ 712.00
9000177478	06/24/2													

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: North Weld County Water District

Engineer: Trihydro Corporation

Engineer's Project No.: **0075Q-003-0010/0007**

Contractor: Garney Companies, Inc.

Contractor's Project No.: **7529**

Project: **Eaton Pipeline Phase 3**

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **July 2, 2026**

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 Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

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 must 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:

Substantial Completion List of Items to be Completed or Corrected

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 Documents.

Engineer

By (*signature*):



Name (*printed*):

C. Jade Gernant

Title:

Senior Engineer

Contractor

By (*signature*):

Name (*printed*):

Title:

Owner

By (*signature*):

Name (*printed*):

Title:



SUBSTANTIAL COMPLETION LIST OF ITEMS TO BE COMPLETED OR CORRECTED

Project: Eaton Pipeline Phase 3
Client: North Weld County Water District
Date: July 16, 2026 (Date of Inspection)

LIST OF ITEMS TO BE COMPLETED OR CORRECTED:

1. Type I A/V Station (Sta 406+09): Remove tape from ladder rungs within the vault
2. Type II Air/Vac Station (Sta 461+33):
 - Clean up the floor within the vault
 - Provide and install a standard lid for the valve box
 - Grade around the A/V vent to provide a minimum of 18-inches of clearance from the vent opening to the ground
 - Provide and install a cap on the cathodic protection test station access box
 - Provide and install a lock on the vault manway access lid
3. Southeast corner of WCR 35 and WCR 72, adjacent to the Type II Air/Vac Station: Remove large rocks from the construction entrance area
4. Address preliminary cathodic protection test station comments from RustNot at the following locations:
 - Sta 471+45
 - Sta 472+78
 - Sta 472+79 and straighten the test station post
5. Blow-off Assembly at Sta 472+82:
 - Adjust all valve boxes to grade and provide lids
6. After addressing cathodic protection comments, provide revised cathodic protection testing report from QualCorr, to be forwarded to RustNot for review. Once the report has been submitted to RustNot, a site visit will be scheduled for RustNot to perform final cathodic protection testing.



August 3, 2026

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: North Weld County Water District – Eaton Pipeline Phase 3 – Garney Companies, Inc.
Application for Payment No. 8

Dear Mr. Reckentine:

Enclosed for your review and processing is Application for Payment No. 8 for the subject project. Garney Companies, Inc. (Garney) submitted the payment application to Trihydro Corporation (Trihydro) on August 3, 2026. A completed *Affidavit Acknowledging Payment to Materialmen, Subcontractors, and Laborers* is also enclosed. Trihydro has reviewed and agrees with the payment application and the quantity of items installed. This application represents the last request for pay items installed under the current contract amount, excluding the Mobilization, Bonds, and Insurance items. There were no stored materials claimed for this payment application period. Trihydro recommends payment of \$99,026.82 to Garney.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "C. Jade Gernant".

C. Jade Gernant
Senior Engineer

0075Q-003-0010, Task 0007

Enclosure

pdfc: Mr. Kendall DeVries, Project Manager – Garney Companies, Inc.
Mr. Alex Tapia, Assistant Project Manager – Garney Companies, Inc.

PROJECT: EATON PIPELINE PHASE 3			CONTRACTOR: Garney Companies Inc. 345 Inverness Drive South, Building B, Suite 205 Englewood, CO 80112		APPLICATION NUMBER: 8 APPLICATION DATE: 8/3/2026 PERIOD BEGINNING: 5/30/2026 PERIOD ENDING: 7/31/2026													
OWNER: NWCWD 32825 CR 39 Lucerne, CO 80646																		
ENGINEER: Trihydro Corporation 1252 Commerce Dr. Laramie, WY 82070					CONTRACT NUMBER 0075Q-003-0010 PO NUMBER GARNEY: 7529													
CHANGE ORDERS:			PAY APPLICATION:		RETAINAGE:													
<table border="1"><thead><tr><th>NUMBER</th><th>DATE</th><th>AMOUNT</th></tr></thead><tbody><tr><td>1</td><td>1/20/2026</td><td>\$41,970.27</td></tr><tr><td>2</td><td>4/13/2026</td><td>\$88,151.40</td></tr><tr><td>3</td><td>7/13/2026</td><td>\$55,238.76</td></tr></tbody></table>			NUMBER	DATE	AMOUNT	1	1/20/2026	\$41,970.27	2	4/13/2026	\$88,151.40	3	7/13/2026	\$55,238.76	Application is made for Payment as shown below in connection with the Contract. The present status of the account for this Contract is as follows. Original Contract Amount: \$ 4,336,500.00 Net Change by Change Order: \$ 185,360.43 Revised Current Contract Amount: \$ 4,521,860.43 Total Work Completed and Stored to Date: \$ 4,333,010.43 Less Previous Payment: \$ 4,228,771.67 Amount due this Pay Application (before retainage): \$ 104,238.76 Less Retainage: \$ 5,211.94		Retainage to Date: \$ 216,650.52 Retainage Previous: \$ 211,438.58 Change in Retainage: \$ 5,211.94	
NUMBER	DATE	AMOUNT																
1	1/20/2026	\$41,970.27																
2	4/13/2026	\$88,151.40																
3	7/13/2026	\$55,238.76																
Net Change by Change Order: \$ 185,360.43 Change Order %: 4%			AMOUNT DUE THIS APPLICATION: \$ 99,026.82															
CERTIFICATION: The undersigned CONTRACTOR certifies that all obligations of CONTRACTOR incurred in connection with the WORK have been satisfied as required in Section 14 of the General Conditions of the Contract. The above Amount Due this Application is requested by the CONTRACTOR. Date: 08/03/2026 By: Kendall DeVries <i>Kendall DeVries</i> Payment of the above Amount Due This Application is recommended by the ENGINEER Date: 8/3/2026 By: <i>C. John [Signature]</i> Payment of the above Amount Due This Application has been reviewed by the OWNER. Date: By:																		
Note: Payment instructions can only be modified by written authorization to the owner on Garney letterhead from the Garney CFO AND verbal confirmation by the owner via phone by calling the Garney Division Controller of Financial Reporting at 816-746-7268 or Senior Manager of Administration at 816-746-7247. Also, please email Garney at AR@garney.com when an ACH or Wire transfer has been sent to Garney so that it's receipt can be confirmed in a timely manner.																		

PROJECT: EATON PIPELINE PHASE 3										APPLICATION NUMBER: 8			
OWNER: NWCWD 32825 CR 39 Lucerne, CO 80646										APPLICATION DATE: 8/3/2026			
ENGINEER: Trihydro Corporation 1252 Commerce Dr. Laramie, WY 82070										PERIOD BEGINNING: 5/30/2026			
										PERIOD ENDING: 7/31/2026			
										PO NUMBER GARNEY: 0075Q-003-0010			
										PO NUMBER: 7529			

BID ITEMS / SCHEDULE OF VALUES															
ITEM #	Description	Contract Qty.	UOM	Unit Price	Contract Summary	Billed This Period		Billed Previous		Billed Total to Date		Stored Materials	Total Billed & Stored to Date	Cost Remaining	Billed Percent Complete
						Qty.	Amount	Qty.	Amount	Qty.	Amount				
Base Bid															
1	Mobilization, Bonds, and Insurance	1	LS	\$ 277,000.00	\$ 277,000.00		\$ -	80%	\$ 221,600.00	80%	\$ 221,600.00	\$ -	\$ 221,600.00	\$ 55,400.00	80%
2	Site Drainage and Temporary Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -	100%	\$ 50,000.00	100%	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	100%
3	Temporary Traffic Control	1	LS	\$ 13,500.00	\$ 13,500.00		\$ -	100%	\$ 13,500.00	100%	\$ 13,500.00	\$ -	\$ 13,500.00	\$ -	100%
4	Topsoil Stripping, Management, and Placement	5	AC	\$ 5,000.00	\$ 25,000.00	1.30	\$ 6,500.00	3.00	\$ 15,000.00	4.30	\$ 21,500.00	\$ -	\$ 21,500.00	\$ 3,500.00	86%
5	Connect to Existing Water Line (30" C900 DR18 PVC)	1	EA	\$ 22,000.00	\$ 22,000.00		\$ -	1	\$ 22,000.00	1	\$ 22,000.00	\$ -	\$ 22,000.00	\$ -	100%
6	PVC Waterline - C900 DR18 (30")	4,560	LF	\$ 230.00	\$ 1,048,800.00		\$ -	4,542	\$ 1,044,660.00	4,542	\$ 1,044,660.00	\$ -	\$ 1,044,660.00	\$ 4,140.00	100%
7	PVC Water Line - C900 DR18 (30") with Restrained Joints	1,620	LF	\$ 400.00	\$ 648,000.00		\$ -	1,586	\$ 634,400.00	1,586	\$ 634,400.00	\$ -	\$ 634,400.00	\$ 13,600.00	98%
8	Combination Air/Vac Valve Station - Type I	1	EA	\$ 90,000.00	\$ 90,000.00	0.05	\$ 4,500.00	0.95	\$ 85,500.00	1.00	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	100%
9	Combination Air/Vac Valve Station - Type II	1	EA	\$ 180,000.00	\$ 180,000.00	0.05	\$ 9,000.00	0.95	\$ 171,000.00	1.00	\$ 180,000.00	\$ -	\$ 180,000.00	\$ -	100%
10	Temporary Blowoff Assembly (4")	1	EA	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 10,000.00	0%
11	Blowoff Assembly (8")	1	EA	\$ 45,000.00	\$ 45,000.00		\$ -	1	\$ 45,000.00	1	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	100%
12	Water Line Fitting (30" 11.25 Bend)	1	EA	\$ 10,500.00	\$ 10,500.00		\$ -	1	\$ 10,500.00	1	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	100%
13	Water Line Fitting (30" 22.5 Bend)	1	EA	\$ 13,000.00	\$ 13,000.00		\$ -	1	\$ 13,000.00	1	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	100%
14	Water Line Fitting (30" 45 Bend)	10	EA	\$ 14,000.00	\$ 140,000.00		\$ -	6	\$ 84,000.00	6	\$ 84,000.00	\$ -	\$ 84,000.00	\$ 56,000.00	60%
15	Water Line Fitting (30" 90 Bend)	3	EA	\$ 15,000.00	\$ 45,000.00		\$ -	3	\$ 45,000.00	3	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	100%
16	Butterfly Valve (30" MJ x MJ) - Owner-Furnished	2	EA	\$ 12,500.00	\$ 25,000.00		\$ -	2	\$ 25,000.00	2	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	100%
17	Deadman Restraint	2	EA	\$ 5,500.00	\$ 11,000.00		\$ -	2	\$ 11,000.00	2	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	100%
18	Flow Fill Cutoff Wall	10	EA	\$ 1,000.00	\$ 10,000.00		\$ -	11	\$ 11,000.00	11	\$ 11,000.00	\$ -	\$ 11,000.00	\$ (1,000.00)	110%
19	Casing Pipe - Steel (48" x 0.375")	180	LF	\$ 2,700.00	\$ 486,000.00		\$ -	180	\$ 486,000.00	180	\$ 486,000.00	\$ -	\$ 486,000.00	\$ -	100%
20	Remove and Replace Irrigation Ditch (Concrete, Sta. 400+05)	1	EA	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00		\$ -	1	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	100%
21	Site Cleanup and Revegetation	1	AC	\$ 15,000.00	\$ 15,000.00	0.5	\$ 7,500.00		\$ -	0.5	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	50%
22	Dewatering	1	LS	\$ 210,000.00	\$ 210,000.00		\$ -	100%	\$ 210,000.00	100%	\$ 210,000.00	\$ -	\$ 210,000.00	\$ -	100%
Add Alternate															
AA-1	Mobilization, Bonds, and Insurance	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -	80%	\$ 40,000.00	80%	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 10,000.00	80%
AA-2	Site Drainage and Temporary Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	100%	\$ 10,000.00	100%	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	100%
AA-3	Topsoil Stripping, Management, and Placement	1	AC	\$ 5,000.00	\$ 5,000.00		\$ -	0.60	\$ 3,000.00	0.60	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 2,000.00	60%
AA-4	PVC Water Line - C900 DR18 (30")	800	LF	\$ 230.00	\$ 184,000.00		\$ -	763	\$ 175,490.00	763	\$ 175,490.00	\$ -	\$ 175,490.00	\$ 8,510.00	95%
AA-5	PVC Water Line - C900 DR18 (30") with Restrained Joints	400	LF	\$ 400.00	\$ 160,000.00		\$ -	382	\$ 152,800.00	382	\$ 152,800.00	\$ -	\$ 152,800.00	\$ 7,200.00	96%
AA-6	Blowoff Assembly (8")	1	EA	\$ 45,000.00	\$ 45,000.00		\$ -	1	\$ 45,000.00	1	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	100%
AA-7	Water Line Fitting (30" 11.25 Bend)	1	EA	\$ 10,500.00	\$ 10,500.00		\$ -		\$ -	-	\$ -	\$ -	\$ -	\$ 10,500.00	0%
AA-8	Water Line Fitting (30" 45 Bend)	5	EA	\$ 14,000.00	\$ 70,000.00		\$ -	5	\$ 70,000.00	5	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -	100%
AA-9	Water Line Fitting (30" Cap)	1	EA	\$ 7,300.00	\$ 7,300.00		\$ -	1	\$ 7,300.00	1	\$ 7,300.00	\$ -	\$ 7,300.00	\$ -	100%
AA-10	Butterfly Valve (30" MJ x MJ) - Owner-Furnished	1	EA	\$ 12,500.00	\$ 12,500.00		\$ -	1	\$ 12,500.00	1	\$ 12,500.00	\$ -	\$ 12,500.00	\$ -	100%
AA-11	Flow Fill Cutoff Wall	3	EA	\$ 1,000.00	\$ 3,000.00		\$ -	3	\$ 3,000.00	3	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	100%
AA-12	Casing Pipe - Steel (42" x 0.375")	114	LF	\$ 2,600.00	\$ 296,400.00		\$ -	114	\$ 296,400.00	114	\$ 296,400.00	\$ -	\$ 296,400.00	\$ -	100%
AA-13	Site Cleanup and Revegetation	3	AC	\$ 5,000.00	\$ 15,000.00	2.7	\$ 13,500.00		\$ -	2.7	\$ 13,500.00	\$ -	\$ 13,500.00	\$ 1,500.00	90%
AA-14	Dewatering	1	LS	\$ 85,000.00	\$ 85,000.00		\$ -	100%	\$ 85,000.00	100%	\$ 85,000.00	\$ -	\$ 85,000.00	\$ -	100%

Contract Summary:											
Sub-Totals:	\$ 4,336,500.00	1.13%	\$ 49,000.00	95%	\$ 4,098,650.00	96%	\$ 4,147,650.00	\$ -	\$ 4,147,650.00	\$ 188,850.00	96%

Change Orders															
1	CO-1 - Fiber Optic WCR35	1	LS	\$41,970.27	\$41,970.27		-	1	\$ 41,970.27	1	\$ 41,970.27	\$ -	\$ 41,970.27	\$0.00	100%
2	CO-2 - Unknown Clay Tile/Irrigation Lines	1	LS	\$88,151.40	\$88,151.40		-	1	\$ 88,151.40	1	\$ 88,151.40	\$ -	\$ 88,151.40	\$0.00	100%
3	CO-3 - Unknown Clay Tile/Irrigation/Water Lines & A/V Mods.	1	LS	\$55,238.76	\$55,238.76	1	\$ 55,238.76		-		\$ 55,238.76	\$ -	\$ 55,238.76	\$0.00	100%

Change Order Summary:																		
Sub-Totals:	\$	185,360.43	-	\$	55,238.76	-	\$	130,121.67	-	\$	185,360.43	\$	-	\$	185,360.43	\$	-	100%

Contract Summary:																	
PAY APPLICATION TOTALS	\$	4,521,860.43		\$	104,238.76		\$	4,228,771.67		\$	4,333,010.43	\$0.00	\$	4,333,010.43	\$	188,850.00	95.8%

SECTION 00 62 77

AFFIDAVIT ACKNOWLEDGING PAYMENT TO MATERIALMEN, SUBCONTRACTORS, AND LABORERS

[Completed form must accompany all requests for progress payments beginning with the second request]

Contractor: Garney Companies, Inc.

Owner: North Weld County Water District

Project: Eaton Pipeline Phase 3

Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment. (General Conditions, Article 15.01.B.3).

I, Kendall DeVries, hereby certify to the best of my knowledge, information, and belief, and on penalty of false swearing that:

- I am authorized to complete and sign this affidavit on the Contractor's behalf as the Contractor's Representative.
- Other than the reasonable disputes listed and described in this affidavit, all materialmen, subcontractors, and laborers have been paid according to their respective contracts for the work or services they performed, or materials they provided for the above-referenced contract through May 29th, 2026 (the date of the most recent payment received by the Contractor from the Owner).
- The funds for the disputes described in this affidavit are not included in the current progress payment request submitted with this affidavit and are not included in the total amount claimed in that pay request as work completed.

Disputes: (If none, write "None." Attach additional pages, as necessary.)

<u>Name of Entity</u>	<u>Amount Not Paid</u>	<u>Reason Funds Not Paid</u>
- None	None	None
-		
Total Amount Not Paid \$ <u>None</u>		

Kendall DeVries 08/03/2026
Signature of Contractor's Representative Date

Kendall DeVries, Project Manager
Name and Title of Contractor's Representative

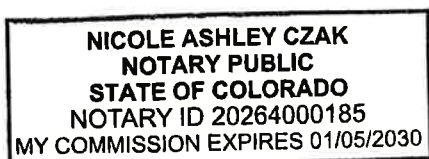
STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me by Kendall DeVries this 3 day of August, 2026
Witness my hand and official seal.

Nicole Ashlee Czak
Notarial Officer

My commission expires: 01/05/2030





NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

July 30, 2026

Mitchell Stansloski & Leslie Arnold, Developer
2418 Barry Lane
Fort Collins, CO 80524

Subject: Water Service Request, Stansloski / Arnold Property, Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Mitchell Stansloski & Leslie Arnold shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

North Weld County Water District

Date

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

The Developer further acknowledges and agrees that by executing this Letter of Intent, the Developer, its successors, and assigns shall be bound by and comply with the District's Rules and Regulations, as may be adopted, amended, or restated from time to time by the District's Board of Directors in its sole discretion, including without limitation the District's Water Dedication Policy. The Developer acknowledges that the District's Rules and Regulations, including the Water Dedication Policy, are subject to change and that the Developer shall remain bound by all such Rules and Regulations as they exist at the time of any applicable action or obligation.

Mitchell Stansloski

Date

Leslie Arnold

Date



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

LOT 6, AMD PLAT OF LOTS BROOKLIND ESTATES RLUP 97-EX1175, County of Larimer, State of Colorado.

(Street Address: 2527 Barry Lane, Fort Collins, CO)

Larimer County Parcel Number: 8835105006

EXHIBIT B
NORTH WELD COUNTY WATER DISTRICT
AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee		Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%		228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)						
75% Tap	75%	100%	100%	100%		171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use						
50% Residence Tap	50%	100%	100%	100%		114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise						
A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)							
Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.							

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$2,400
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (6 miles)	\$3,000		
TOTAL Up-Front COSTS PER TAP	\$100,800 Full Standard Tap		
See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure	35 psi		
Normal Pressure Range	80 psi to 90 psi		
Maximum Pressure	90 psi		

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$31.14 Minimum
6,000 gallons and up	\$5.19 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------



North Weld County Water District water service is available, according to the terms of this letter, to:

Lot 6, Amended Plat Brooklind Estates, also known as 2527 Barry Lane.





NORTH WELD COUNTY WATER DISTRICT

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July 31, 2026

Beth Ann Francis Trust, Developer
6755 CR 84
Fort Collins, CO 80524

Subject: Water Service Request, Beth Ann Francis Trust Property, Two (2) Single Family Residential Tap Requests

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Beth Ann Francis Trust shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
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7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



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10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
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13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
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16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

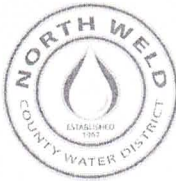
Sincerely,

Title: _____, Board of Directors

North Weld County Water District

Date

(Acknowledgement and Agreement by Developer follows.)



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Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

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Beth Ann Francis Trust

By:

Name:

Its:

Date

8-4-26

Beth Ann Francis
Beth Ann Francis
Trustee



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

PT SE4 6-7-67 LOT B LOT LINE ADJ LLA23-0037, County of Weld, State of Colorado.

(Street Address: 6615 CR 84, 6755 CR 84, Fort Collins, CO)

Weld County Parcel Number: 070506400049

EXHIBIT B
NORTH WELD COUNTY WATER DISTRICT
AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

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Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee		Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%		228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)						
75% Tap	75%	100%	100%	100%		171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use						
50% Residence Tap	50%	100%	100%	100%		114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise						
A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)							
Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.							

Table No. 2 – District Tap Fees

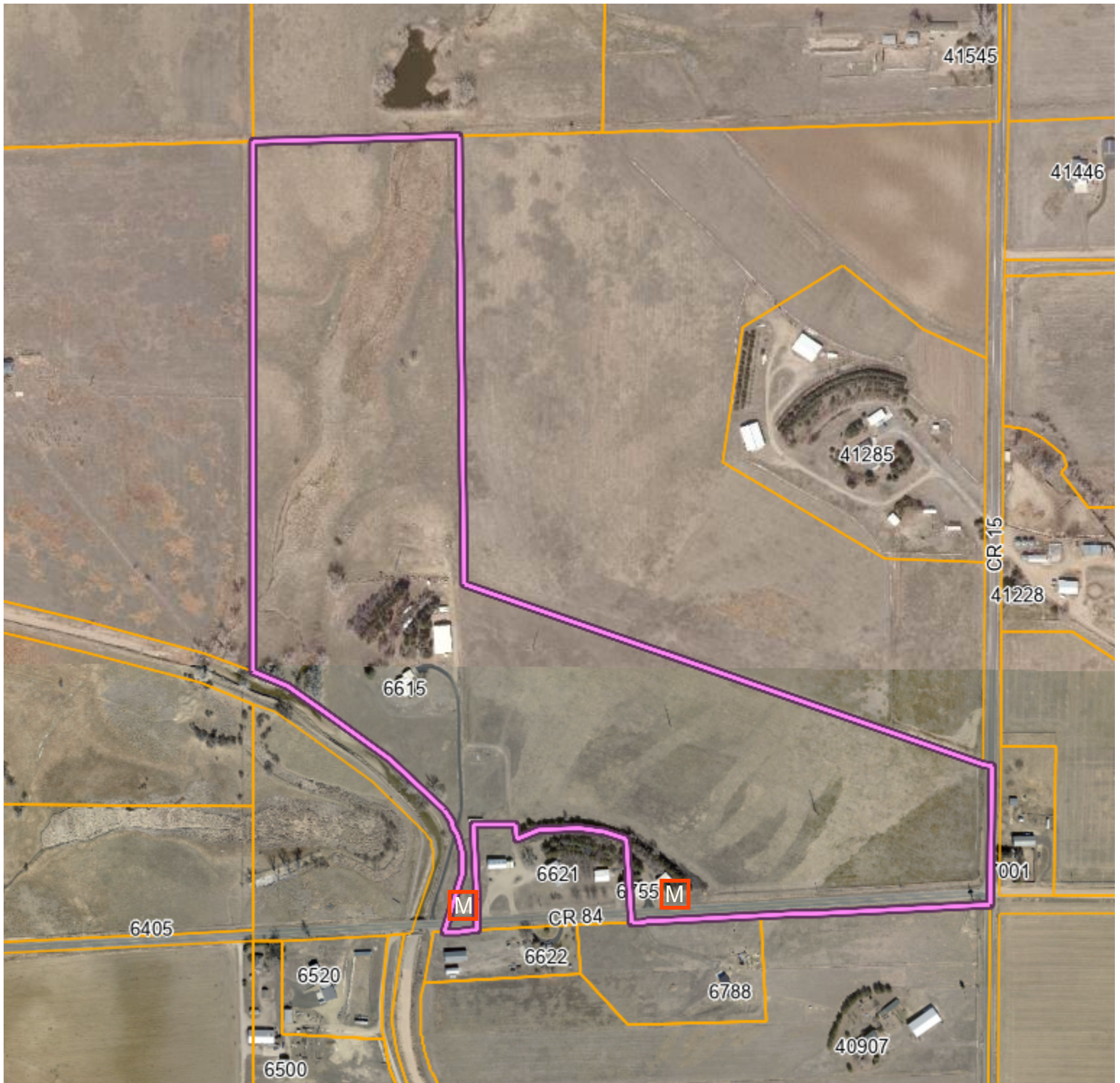
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	Subject to Dedication	Meter Set Fee Per Tap	\$25,000
		Base Portion of Plant Investment Fee	\$21,900
		Distance Portion of Plant Investment Fee (3 miles)	\$1,500
TOTAL Up-Front COSTS PER TAP		\$48,400 Full Standard Tap	
See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		90 psi to 100 psi	
Maximum Pressure		125 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$31.14 Minimum
6,000 gallons and up	\$5.19 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------



North Weld County Water District water service is available, according to the terms of this letter, to:

Lot B LLA23-0037, also known as 6615 CR 84.

Lot B LLA23-0037, also known as 6755 CR 84.

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

STAFF TRANSMITTAL

MEETING: North Weld County Water District (NWCWD) Board Meeting

DATE/TIME: Mon 8/10/2026 8:30 AM

LOCATION: 32825 County Rd 39, Lucerne, CO

SUBJECT: August 10, 2026 Meeting Materials

TRANSMITTED BY: Eric Reckentine, NWCWD District Manager
Robbie Barrozo, Ditesco

PROJECT:
Harmony Pump Station

CONTENTS:

- Recommendation of Award
- Contract Package
 - Notice of Award
 - Agreement for Construction Contract
 - Notice to Proceed
 - Contract Documents

STAFF RECOMMENDATION: Ditesco recommends approval of the contract packet including Notice of Award, Agreement for Construction Contract, and Notice to Proceed for execution by the District General Manager.



Delivery by email to:
ericr@nwcwd.org

July 14, 2026

Eric Reckentine
General Manager
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

RE: Harmony Pump Station – Recommendation of Award to Lillard and Clark Construction Company, Inc.

Dear Eric and Members of the Board,

The purpose of Harmony Pump Station project is to install and connect an owner furnished below grade pump station South of East Harmony Rd between Latham Pkwy and Weld Couty Rd 15. The project also includes the oversight of start-up operations for the pump station, site electrical work, and access road pavement installation.

The project was solicited to contractors on June 1st, with the following bid schedule:

- Mandatory Pre-Bid meeting: June 11th, 2026, at 200pm MDT
- Question Deadline: June 15, 2026, at 4:00pm MDT
- Final Addendum Issued: June 19, 2026, at 4:00pm MDT
- Bids Due: June 25, 2026, at 2:00pm MDT, extended to July 2, 2026, at 1:00pm MDT.

The Harmony Pump Station project pre-bid meeting was attended by the following contractors: Connell Resources, Velocity Const., Glacier Const., Aslan Const., Lillard and Clark, and Moltz Const. After one bid extension, bids were received from three of the six contractors, the bid opening was held on July 2, 2026 at 1:00pm MDT.

The three contractors submitted the required documentation per the Invitation to Bid, which included:

- Bid Form
- Receipt of Addenda
- Signed bidder qualifications

The total bid price submitted by Glacier Const. was \$1,374,400. The total bid price submitted by Aslan Const. was \$1,186,750. The total bid price submitted by Lillard & Clark was \$898,000.

Following the bid opening, Ditesco evaluated each bid submittal to ensure that all portions of the bid were in conformance with the requirements. Additionally, Ditesco evaluated each bid compared to the Engineer's estimate. The lowest bid had a variance of 3% and the highest bid had a variance of 35% compared to Engineer's estimate.

Your Success is Our Success

Ditesco
P.O Box 65
Timnath, CO 80547
(970) 632-5068
ditescoservices.com

We also checked our estimated quantities and cost for several items with a non-bidding contractor given the wide overall bid variance of 38%. We believe this variance is due primarily to the low overall project estimated cost. Following the evaluation, it is our opinion that all bidders provided complete and qualified bids in conformance with the bid and contract requirements, with Lillard & Clark providing the apparent low bid.

We recommend to you and to the Board that the Harmony Pump Station project be awarded to Lillard & Clark Construction Company, Inc. and that the District move forward with the execution of the Construction Contract.

Please let me know if you have any questions or require further information regarding this Recommendation of Award. I can be reached by phone at (970) 908-4748 and email robbie.barrozo@ditescoservices.com.

Sincerely,

Robbie Barrozo
Construction Manager
Ditesco

CC: Job File
Bill Renz, PE

NOTICE OF AWARD

Date of Issuance:

Owner: North Weld County Water District

Owner's Contract No.: N/A

Engineer: Ditesco Services

Engineer's Project No.: N/A

Project: Harmony Pump Station

Engineer's Project No.: N/A

Bidder: Lillard & Clark Construction Company, LLC

Contract Name: Harmony Pump Station

Bidder's Address: 3775 S Knox Ct., Denver, CO 80236

TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/2/2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the Harmony Pump Station Project.

The Contract Price of the awarded Contract is: \$898,000.00

Unexecuted counterpart of the Agreement accompanies 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.

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

1. Deliver to Owner one [1] counterpart of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders, General Conditions, Articles 2 and 6; and Supplementary Conditions.
3. Other conditions precedent (if any): none

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 fifteen 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 2.2 of the General Conditions.

Owner: North Weld County Water District
Authorized Signature

By: Tad Stout

Title: President

Copy: Engineer

**00 52 00 AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between North Weld County Water District (NWCWD) ("Owner") and Lillard & Clark Construction Company, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Harmony Pump Station Project.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation of owner supplied lift station, excavation, foundation placement, electric service, piping, disinfection, and assistance with access and operation for startup, site grading, paving, and private property restoration.

ARTICLE 3 – ENGINEER

- 1.01 The Work has been designed by Ditesco, LLC.
- 1.02 The Owner has retained Ditesco, LLC to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Owner's representative will also act as the Resident Engineer on the Project. All contract management items assigned to the Engineer in the Contract Documents will be the responsibility of the Owner's Representative.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 20 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding 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 \$1,000.00 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 Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

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, payments shall be made on the basis of the progress of the Work. The progress of the Work shall be calculated based on the number of units completed and pricing shall be in accordance with the Bid Form.

ARTICLE 6 – COST OF THE WORK

6.01 Cost of the Work shall be determined as provided in Paragraph 13.1 of the General Conditions.

ARTICLE 7 – CHANGES IN THE CONTRACT PRICE

7.01 All adjustments to the contract price, whether increases or decreases, which result in a Change Order shall be subject to Paragraph 11.4 of the General Conditions.

ARTICLE 8 – PAYMENT PROCEDURES

8.01 *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 indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

8.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 1st day of each month during construction as provided in Paragraphs 10.02.A.1 and 10.02.A.2 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 calculated on the basis of the progress of the Work. In the case of Unit Price Work, progress payments shall

be based on the number of units completed and pricing shall be in accordance with the Bid Form.

1. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:
 - a. Prior to Substantial Completion, progress payments shall be paid using the prices stated in the Bid Form and based upon the number of units completed, provided that such units have been quantified and approved by the Engineer in accordance with Paragraph 13.3 of the General Conditions. 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:
 - 1) Ninety-five percent (95%) Cost of Work completed (with the balance being retainage).
 - 2) Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - b. Such retainage of the Contract Price shall be held by Owner until the Project is completed and finally accepted by Owner in accordance with the provisions hereof. Owner shall pay the full amount of such retainage to Contractor within sixty (60) days of final completion and acceptance, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to Contractor or a subcontractor prior to final payment shall, among other matters, require written approval from the surety furnishing bonds pursuant to Article 6 of the General Conditions.

8.03 *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.

ARTICLE 9 – INTEREST

- A. All amounts not paid when due shall bear interest at the rate of Current US Prime Rate per annum.

ARTICLE 10 – CONTRACTOR’S REPRESENTATIONS

- 10.01 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 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, if any, 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 any 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 11 – ACCOUNTING RECORDS

- 11.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.1.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Notice of Award (page 1).
 - 2. This Agreement (pages 1, to 11, inclusive); including 7 pages of **Exhibit A**
 - 3. Notice to Proceed (page 12).
 - 4. Performance bond (pages 13 to 15, inclusive).

5. Payment bond (pages 16 to 18, inclusive).
6. Certificate of Substantial Completion (page 19).
7. General Conditions (pages 20 to 89, inclusive).
8. Supplementary Conditions (pages 90 to 100, inclusive).
9. Specifications or Project Manual (not attached but incorporated by reference) bearing the following general title: Harmony Pump Station Project Manual.
10. Drawings (not attached but incorporated by reference) bearing the following general title: Harmony Pump Station Construction Drawings.
11. Addenda 1 to 3, (not attached but incorporated by reference).
12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 14, inclusive).
13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 12.01.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 12.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 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.

13.03 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.

13.04 *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.

13.05 *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 13.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value 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 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.

13.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **Appropriations.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution. Districts shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made and a termination in such a fiscal year shall not be considered default.
- C. **Colorado Labor.** If the Project is financed in whole or in part by funds of the State or any county, municipality of the State, school district, special district, or other political subdivision of the state, and for which appropriation or expenditure for the Project exceeds \$500,000 for any fiscal year pursuant to §§ 8-17-101(2)(b), 24-103-908(1)(a), and 24-92-102(8), Colorado labor shall be employed to perform at least eighty percent (80%) of the work, unless such requirement is waived by the Owner in accordance with Section 8-17-101(1), C.R.S. "Colorado labor" means any person who is a resident of the State at the time of the Project. A "resident of the State" is a person who can provide a valid Colorado driver's license, a valid

State-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days.

- D. **Counterparts, Electronic Signatures and Electronic Records.** This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

With Respect to CONTRACTOR HERE, Inc.

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____,
by _____.

My commission expires: _____

Notary Public

NOTICE TO PROCEED

Effective Date of Contract:

Owner: North Weld County Water District

Owner's Contract No.: N/A

Engineer: Ditesco, LLC

Engineer's Project No.: N/A

Contractor: Lillard & Clark Construction Company, LLC

Contractor's Project No.: N/A

Project: Harmony Pump Station

Contract Name: Harmony Pump Station

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, **2026**. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is 100, and the number of days to achieve readiness for final payment is 20.

Before starting any Work at the Site, Contractor must comply with the following:
None.

Owner: North Weld County Water District
Authorized Signature

By: Tad Stout

Title: President

Copy: Engineer

SECTION 00 61 00
PERFORMANCE BOND

CONTRACTOR:

SURETY *(name and address of principal place of business):*

OWNER

North Weld County Water District
32825 County Road 39
Lucerne, CO 80646

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Harmony Pump Station

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

Surety's Name and Corporate 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 in-dependent 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 05
PAYMENT BOND

CONTRACTOR:

SURETY (*name and address of principal place of business*):

OWNER:

North Weld County Water District
32825 County Road 39
Lucerne, CO 80646

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: \$898,000.00
Description: Harmony Pump Station

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

(seal)

(seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate 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
6. 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 65 00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: North Weld County Water District

Owner's Contract No.: N/A

Contractor: Lillard & Clark Construction Company, Inc.

Contractor's Project No.: N/A

Engineer: Ditesco, LLC

Engineer's Project No.: N/A

Project: Harmony Pump Station

Contract Name: Harmony Pump Station

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: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

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: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

SECTION 00 72 00
STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 *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. §§5101 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 13.1 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. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *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.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *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.
28. *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.
29. *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.
30. *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.
31. *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.
32. *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.
33. *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.
34. *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.
35. *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.
36. *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.

37. *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.
38. *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.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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.
44. *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 5.3, 5.4, and 5.6.
45. *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.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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.

48. *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.

1.2 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 15.3 or 15.4).
- 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

2.1 *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.

2.2 *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.

2.3 *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;
 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.

2.4 *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 2.3.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.

2.5 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.3.A. 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.

2.6 *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

3.1 *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.

3.2 *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.

3.3 *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 11.1.

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 11.1.
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).

3.4 *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.

3.5 *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 3.5 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

4.1 *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.~~

4.2 *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.

4.3 *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.

4.4 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.5 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 2.5) 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 16.4, or as Owner and Contractor may otherwise agree in writing.

4.5 *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 8.3 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

5.1 *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.

5.2 *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.

5.3 *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.~~

5.4 *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 5.3 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 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 5.4.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 5.4.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 13.3; 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 5.4.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.

5.5 *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 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 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 13.3;
 - 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 5.5.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.

5.6 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 5.6.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 5.6.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 5.6.I 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 5.6.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 5.3, 5.4, and 5.5 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

6.1 *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 15.8, 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.

6.2 *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.

6.3 *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 there from.
- 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 6.3 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.

6.4 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.3, 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.

6.5 *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 6.5, Paragraphs 6.6 and 6.7, 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 6.5 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 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 15.4, 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 6.5, 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.

6.6 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.5, 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 15.4, after Substantial Completion pursuant to Paragraph 15.3, or after final payment pursuant to Paragraph 15.6.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.6.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.

6.7 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.5 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 6.5 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

7.1 *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.

7.2 *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.

7.3 *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.

7.4 "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 7.5.

7.5 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 7.5.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 7.5.D, by timely submittal of a Change Proposal.

7.6 *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. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

O. 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.

7.7 *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.

7.8 *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

7.9 *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.

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 3.3.
- 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, 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 15.6.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

8.1 *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.

8.2 *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.

8.3 *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 for whom the Owner is responsible 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

9.1 *Communications to Contractor*

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

9.2 *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.

9.3 *Furnish Data*

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

9.4 *Pay When Due*

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

9.5 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.1.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.3.
- 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.

9.6 *Insurance*

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

9.7 *Change Orders*

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

9.8 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.2.B.

9.9 *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 5.6.

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

10.1 *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.

10.2 *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 10.8. 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.

10.3 *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 Paragraph 10.8. 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.~~

10.4 *Rejecting Defective Work*

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

10.5 *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.

10.6 *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 13.3.

10.7 *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 goodfaith.

10.8 *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 15.6.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 10.8 shall also apply to the Resident Project Representative, if any.

10.9 *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

11.1 *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 11.4 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.

11.2 *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.

11.3 *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 14.5.

11.4 *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 11.6. 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 13.3); 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 11.4.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 13.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.4.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 13.1.B.1 and 13.1.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.1.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 11.4.C.2.a and 11.4.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 13.1.A.1 and 13.1.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 13.1.B.4, 13.1.B.5, and 13.1.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 11.4.C.2.a through 11.4.C.2.e, inclusive.~~

11.5 *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 11.6. 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 4.5, concerning delays in Contractor's progress.

11.6 *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.

11.7 *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 11.2, (b) required because of Owner's acceptance of defective Work under Paragraph 14.4 or Owner's correction of defective Work under Paragraph 14.7, 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 11.6, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.7, it shall be deemed to be of full force and effect, as if fully executed.

11.8 *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

12.1 *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 belief 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 PRICEWORK

13.1 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 13.1 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 13.1.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 13.1.
- 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 6.5), 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 13.1.B.1 or specifically covered by Paragraph 13.1.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 13.1.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 11.4.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.

13.2 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.

13.3 *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.~~

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

14.1 *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.

14.2 *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 14.5.
- 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.

14.3 *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.

14.4 *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.

14.5 *Uncovering Work*

- A. Engineer has the authority to require additional 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.

14.6 *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.

14.7 *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 14.7, 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 14.7 will be charged against Contractor as set-off 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 14.7.

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

15.1 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 13.3. 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.

~~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 13.3, 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 15.1.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 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - 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 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - 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 15.1.C.1 and subject to interest as provided in the Agreement.

15.2 *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.

15.3 *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.

15.4 *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 15.3.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 15.3 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 6.5 regarding builder's risk or other property insurance.

15.5 *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.

15.6 *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 15.6.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.

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 15.7. 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.

15.7 *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 15.5, 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.

15.8 *Correction Period*

- ~~A- If within one year 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

16.1 *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.

16.2 *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 16.2.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 16.2.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 16.2.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 6.1.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.2.B and 16.2.D.

16.3 *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.

16.4 *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 16.3.
- 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

17.1 *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

18.1 *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.

18.2 *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.

18.3 *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.

18.4 *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.

18.5 *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.

18.6 *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.

18.7 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.8 *Headings*

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

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

- SC-1.1 Add to the list of definitions in Paragraph 1.1.A by inserting the following as numbered items in their proper alphabetical positions:
- A. *Final completion* – Owner's acceptance of the Work upon confirmation from Engineer, Owner's Representative and Contractor that the Work is totally complete in accordance with Contract Documents.
- SC-1.2 Add the following language at the end of Paragraph 1.2.C:
- A. ...unless otherwise defined.
- SC-2.2 Delete Paragraph 2.2.A in its entirety and insert the following new paragraph in its place:
- A. Owner shall furnish to Contractor one (1) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.
- SC-2.4 Amend the first sentence of Paragraph 2.4.A to read as follows:
- A. Unless otherwise specified in the General Requirements, before any Work...
- SC-2.5 Amend the first sentence of Paragraph 2.5.A to read as follows:
- A. Unless otherwise specified in the General Requirement, at least 10 days before...
- SC-3.3 Add the following new paragraph after Paragraph 3.3.B.1:
- 2. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - a. Agreement,
 - b. Addenda, with those of later date having preference over those of earlier date,
 - c. Supplementary Conditions,
 - d. Standard General Conditions of the Construction Contract,

- e. Drawings and Specifications. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with Engineer's interpretation.

SC-4.1 Delete Paragraph 4.1.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run 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. Interim work package milestones may be defined in various notice to proceed transmittals to the Contractor if such milestones are defined by the Owner.

SC-4.5 Replace Paragraph 4.5.C, first sentence, to read as follows:

- 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 and Contract Price.

SC-5.2.A Add the following new paragraph immediately after Paragraph 5.2.A.2:

- 3. The responsibility for protection and safekeeping of equipment and materials on or near the site is entirely that of the Contractor, and no claim shall be made against the Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor shall immediately move same. No materials or equipment may be placed upon the Owner's property until the Owner has agreed to the location contemplated by the Contractor to be used for storage.

SC-5.2.D Add the following new paragraphs immediately after Paragraph 5.2.D:

- E. *Use of Owner Property:* The Contractor may be permitted to use available land belonging to the Owner on or near the site of the work for construction purposes and for the storage of material and equipment. The location and extent of the areas so used shall be as designated by the Owner.
- F. The Contractor shall not use or operate any water valves, hydrants, switches, or any other Owner facilities or utilities of any kind without the written consent of the Owner. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

SC-5.3 Delete Paragraphs 5.3.A and 5.3.B in their entirety and insert the following:

- A. The Following reports of explorations or tests of subsurface conditions at or adjacent to the Site are available to bidders:

NA

- B. The following record drawings are available to the bidders:

1. The Owner has provided the Contractor with full access to all known record drawings of the water distribution system that have been requested.
- SC-5.4 Amend Paragraph 5.4.A, last paragraph, first line, to read as follows:
- A. ...then Contractor shall, no later than three (3) calendar days after becoming aware thereof...
- SC-5.5 Amend Paragraph 5.5.B, third line, to read as follows:
- A. ...Contractor shall, no later than three (3) calendar days after becoming aware thereof...
- SC-5.6 Delete Paragraphs 5.6.A and 5.6.B in their entirety and insert the following:
- A. No reports or drawings related to Hazardous Environment Conditions at the Site are known to Owner.
 - B. Not Used.
- SC-6.3 Add the following new paragraph immediately after Paragraph 6.3.J:
- K. The limits of liability for the insurance required by Paragraph 6.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 1. Workers' Compensation, and related coverages under Paragraphs 6.3.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>
 2. Contractor's Commercial General Liability under Paragraphs 6.3.B and 6.3.C of the General Conditions:

General Aggregate	\$ <u>5,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

3. Automobile Liability under Paragraph 6.3.D. of the General Conditions:

Bodily Injury:

Each person \$ 1,000,000

Each accident \$ 1,000,000

Property Damage:

Each accident \$ 1,000,000

Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 5,000,000

General Aggregate \$ 5,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ N/A

General Aggregate \$ N/A



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include the Owner's representative as additional insureds.

SC-6.5 Provide Property Insurance as required in Section 6.5 of the General Conditions. Property insurance furnished under this Contract shall have deductibles no greater than \$1,000 for all sub-limits except for earthquake, which shall have a maximum deductible of \$5,000. When coverage for flood, landslide, or mudslide are included, the maximum deductible applicable to such coverage shall be \$50,000.

SC-7.9 Add a new paragraph immediately after Paragraph 7.9.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of municipalities and counties thereof on all materials to be incorporated into the Work.

1. Contractor shall apply to the Department of Revenue, Sales Tax for a tax exemption certificate for the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
3. Owner will not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

SC-7.20 Add "Pre-Existing Conditions; Errors and Omissions"

- A. The Contractor acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its Unit Price Proposal for the Work. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for Construction Phase Services arising from Project conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

SC-10.3 Delete Paragraph 10.3 A in its entirety and replace with the following:

- A. The duties and obligations of the Resident Project Representative under the General Conditions shall be fulfilled by the Owner's Representative, not a representative of the Engineer. All contract administration authority provided to Engineer in the General Conditions is changed to the Owner's representative.

SC-11.4 Add the following paragraph 11.4.B.4:

4. Contractor shall submit on a daily basis, or at an interval determined by Owner's Representative, the actual costs for all labor, materials, equipment and incidentals utilized in the performance of the change for Owner's Representative review. The format of the submittal shall be as determined by Owner's Representative.

Add the following new paragraph immediately after Paragraph 11.4.C:

- D. This paragraph 11.4 is subject to the change order requirements set forth in SC-11.7.

Revise paragraphs 11.4.E and F:

- 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; and
- F. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed based on a net change only in accordance with Paragraphs 11.4.C.2.a through 11.4.2.e, inclusive.

SC-11.7 Add the following new paragraphs immediately after Paragraph 11.7.A.4:

5. A fully executed Change Order represents full and final settlement for all costs (including all impact costs) and time relating to the work included in the change order. The following language shall be typed on the face of each Change Order:

THIS CHANGE ORDER CONSTITUTES FULL AND FINAL SETTLEMENT FOR ALL COSTS AND TIME ASSOCIATED WITH THE WORK DESCRIBED HEREIN. COSTS ARE DEFINED TO INCLUDE ALL DIRECT AND INDIRECT LABOR COSTS RELATED TO, AND/OR OCCASIONED BY THE WORK DESCRIBED HEREIN; ALL MATERIAL AND EQUIPMENT COSTS RELATED HERETO; ANY AND ALL IMPACT COSTS RELATED TO AND/OR OCCASIONED BY THE PERFORMANCE OF THIS WORK; AS WELL AS ALL APPLICABLE TAXES, INSURANCE, BONDS, AND PROFIT. ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

6. The Contract Documents are subject to Section 24-91-103.C.R.S., and in accordance therewith:
 - a. Owner shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable Work to be performed that will cause the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:
 1. Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional Work have been made and are available prior to performance of the additional Work; or
 2. The additional Work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from Owner explaining the expected sources of funding for the additional Work. In the event Owner does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor's request, Contractor may stop Work until such time as Owner provides satisfactory assurances. Contractor's acceptance of a Change Order in accordance with any assurances provided under this Paragraph shall not limit or restrict Contractor from making a Claim under the Contract Documents for an adjustment in the Contract Price or Contract Times or otherwise for expenses or damages directly attributable to Contractor's stoppage of the Work as permitted hereunder.
 - b. For any Change Order or other directive (other than a clarifications) that requires additional compensable Work to be performed, Owner shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed Work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable Work to be performed.

SC-12.1.B Amend the first sentence of Paragraph 12.1.B to read as follows:

- B. The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than seven (7) calendar days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within seven (7) calendar days of the decision under appeal.

Add the following new paragraph immediately after Paragraph 12.1.B:

- C. Owner shall give notice to the Surety of any Claim that Owner might assert against Contractor on the performance bond or the payment bond, unless waived in writing by the Surety. Owner's act of giving such notice or failure to give such notice shall not affect Owner's right to seek or pursue any remedy provided for in such bonds or under any other provisions of the Contract Documents. This provision does not modify Contractor's obligations to provide notification to the Surety under the General Conditions.

SC-12.1.G Add the following paragraphs immediately after Paragraph 12.1.G:

- H. *Referral of Claims to Design Professional:* No claim or defense of Owner shall be barred for failure to refer an item of dispute to Engineer. Owner and Contractor agree that any requirement in the Contract Documents to refer a claim to Engineer or any other party as a condition precedent to exercising any lawful remedies shall not be a bar to bringing an action in a court of competent jurisdiction if Owner or Contractor has a reasonable belief that complying with such referral requirement might jeopardize its ability to exercise such remedies due to the running of the applicable statute of limitations or the application of an equitable defense such as waiver, estoppel or laches. Promptly following the filing of an action under such circumstances, Owner and Contractor shall then proceed to comply with such claim referral process to the extent not stayed by a court of competent jurisdiction.
- I. *Two-Year Statute of Limitations:* Any claim or action at law or in equity upon or arising out of the Contract Documents or the Work performed thereunder (except for a state action based in tort, which shall be subject to the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.) which is asserted by Contractor against Owner shall be commenced within two (2) years from the date when such claim or action accrued pursuant to Section 13-80-102(1)(h), C.R.S., or such claim or action shall thereafter be barred.

SC-13.1.B Add the following after the fourth sentence in 13.1.B.1:

- B. Under no circumstances shall personnel other than superintendents, foremen, or craft laborers spend more than 40 hours per week on the Work.

Delete Paragraph 13.1.B.4 in its entirety.

SC-13.1.C Add the following new paragraph immediately following Paragraph 13.1.C.5:

- 6. The cost of special consultants (including engineers, architects, testing laboratories, surveyors, attorneys and accountants) shall not be included in any cost of the Work or otherwise be the obligation of Owner, unless specified in the bidding documents or approved in advance by Owner in its sole discretion.

SC-13.1.E Add the following to Paragraph 13.1.E.

Based on the selection criteria included in the request for proposals or bid documents, Contractor shall recommend to the Owner the bid/proposal that provides the best value for the Project. Upon Owner's concurrence in the recommendation, Contractor may negotiate the terms of the subcontract with the apparent best value bidder/proposer.

SC-13.3 Delete Paragraph 13.3.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC-14.6.A Add the following language to the beginning of Paragraph 14.6.A:

- A. If Owner observes a substantial violation of Paragraph 7.12, or ...

SC-15.1.A Amend the first sentence of Paragraph 15.1.A to read as follows:

- A. The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments, unless modified in the schedule provisions contained in the General Requirements, and will be incorporated ...

SC-15.6.A Modify the first sentence of Paragraph 15.6.A.1

- A. After Contractor has, in the opinion of Engineer and Owner's Representative, satisfactorily...

SC-15.6.D Add the following language after the last sentence of Paragraph 15.6.D:

- D. Owner shall, no later than fourteen (14) days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the work was contracted for or performed pursuant to Section 38-26-107, C.R.S. The requirements set forth in Section 38-26-107, C.R.S. are incorporated into this Paragraph 15.6 and shall control in the event of any conflict with the Contract Documents.

SC 15.8 Delete Paragraph 15.8.A in its entirety and insert the following in its place:

- A. If within 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.

SC-17.1 Add the new paragraph immediately after Paragraph 17.1.B:

- C. Any mediation or arbitration provision in the contract Documents shall be optional and subject to the mutual consent of Owner and Contractor, each in their sole discretion. Compliance with any mediation or arbitration procedure shall not be a pre-requisite to bringing an action in a court of competent jurisdiction.

SC-18.9 *Independent Contractor*

- A. The Owner hereby retains the Contractor for the Project to perform the services on the terms and conditions specified in the Contract Documents, and the Contractor agrees so to serve. The parties agree that the Contractor shall be an independent contractor and shall not be an employee of the Owner. The Contractor, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Contractor is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.

SC-18.10 *Cooperation with the Owner*

- A. The performance of construction work that affects the operation of the Owners utility systems shall be scheduled to be performed only at times acceptable to the Owner.

In the event that it is necessary to either interrupt or to impose abnormal operating conditions on any Owner utility system, such procedure must be acceptable to the Owner and a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the Owners convenience taking into consideration the facilities and requirements at all times during construction.

The Contractor shall be responsible for paying all regular and premium time labor costs arising from the necessity to perform work that affects the Owners system facilities at times other than regular working hours.

SC-18.11 *Governmental Immunity Act*

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

Exhibit A
Contractors Bid

LILLARD & CLARK

Addendum #1

SECTION 00 41 00

BID FORM

PROJECT: Harmony Pump Station

Place: Lucerne, CO 80646

Date: 7/2/26

1. In compliance with your Invitation to Bid dated MAY 29, 2026, and subject to all conditions thereof, the undersigned LILLARD & CLARK CONST COMPANY, INC. 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.
5. Payment for Work performed will be in accordance with the Bid Schedule or Bid Schedules subject to changes as provided in the Contract Documents.
6. The undersigned Bidder hereby acknowledges receipt of Addenda No. 1 through 3.

LILLARD & CLARK CONST
CONTRACTOR

By: PAUL WAGNER

Title: PRESIDENT

Date: 7/2/26

ADDRESS: 3775 S KNOX CT.

DENVER, CO 80236

303-761-3170 (OFFICE)

303-913-6440 (MOBILE)

00 41 00-1

L&C

Addendum #1

BID SCHEDULE

Harmony Pump Station One Lump Sum Bid Schedule

Item	Description	Unit	Quantity	Unit Cost	Extension
1	Mobilization/Demobilization (Equip., Move & Demobe, Bond, Insurance)	LS	1	\$ 80,000 ⁻	\$ 80,000 ⁻
2	Earthwork, Foundation and Pump Station Installation	LS	1	\$ 269,000 ⁻	\$ 269,000 ⁻
3	Yard Piping and Connections	LS	1	\$ 210,000 ⁻	\$ 210,000 ⁻
4	Startup Assistance	LS	1	\$ 4,000 ⁻	\$ 4,000 ⁻
5	Site Work and Restoration	LS	1	\$ 115,000 ⁻	\$ 115,000 ⁻
6	Site Electrical	LS	1	\$ 195,000 ⁻	\$ 195,000 ⁻
7	Allowance -- Misc, Access Improvements	LS	1	\$25,000.00	\$25,000.00
TOTAL BID (in US Dollars \$)				\$ 898,000 ⁰⁰	
TOTAL BID (written out in words)				EIGHT HUNDRED NINETY EIGHT THOUSAND \$ ⁰⁰ /100	

00 41 00-2

L&C

Addendum #1

PRICES

The foregoing prices shall include all 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

Title

License Number (If Applicable)

Date

(Seal - if Bid is by corporation)

Attest:



Address

Telephone

3775 S KNOX CT.

DENVER, CO 80236

303-761-3170

00 41 00-3

L4c

SECTION 00 42 00

STATEMENT OF BIDDERS QUALIFICATIONS

1. Contractor or Specialty Subcontractor must have satisfactorily completed at least 3 similar projects totaling a minimum length of 500 linear feet of buried pipe, 16-inch diameter or larger 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 3 years of supervisory experience in buried wet utility 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: Lillard & Clark Construction Company, Inc.

B. Permanent main office address: 3775 S Knox Ct, Denver, CO 80236 | 303-761-3170

C. When organized: 1972

D. If a corporation, where incorporated: State of Colorado

E. General character of Work performed by your company: Heavy Civil contractor specializing in earthwork, concrete, underground piping, water and wastewater construction, water storage tanks, mechanical/process piping

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

Have you ever failed to complete any Work awarded to you? No

G. If so, where and why? N/A

H. Have you ever defaulted on a contract? No

I. If so, where and why? N/A

J. Are you debarred by any government agency? No

K. If yes list agency name. N/A

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. _____

Please see attached past project information

M. Are any lawsuits pending against you or your firm at this time? No

00 42 00-1

L&C

Addendum #1

If yes, DETAIL N/A

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 L&C OFFICE this 2ND day of JULY, 2026

Company: Lillard & Clark Construction Company, Inc.

By: [Signature]

Printed: Paul Wagner

Title: PRESIDENT

State of Colorado

County of Arapahoe

Paul Wagner being duly sworn deposes and says that he
is of President of Lillard & Clark Construction Company Inc
(Name) (Organization)

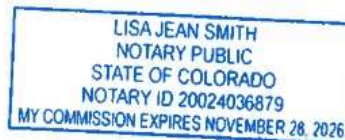
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 2nd day of July, 2026

Lisa Jean Smith (Seal)

Notary Public

My commission expires: November 28, 2026



00 42 00-2

COMPANY EXPERIENCE

Firm History and Capabilities

Neil Lillard incorporated the Company in 1972 as Lillard & Hanes Construction. In 1977 Don Clark joined the company and the name was changed to Lillard & Clark Construction Company, Inc. We have the ability to complete our own deep excavations, shoring, pile-driving, dewatering, concrete forming/pouring, concrete and dam rehabilitation, and gate rehabilitation. Lillard & Clark's employees enjoy working as a team and understand that Lillard & Clark strives for quality, timeliness, and owner satisfaction.

L&C has experience and capabilities for civil and heavy construction. The majority of our projects completed over the last 30 years have been heavy construction mostly related to water conveyance, water treatment, dam modifications, and water storage in Colorado, Wyoming, and other Western U.S. States.

COMPANY EXPERIENCE – PROJECT #1

Recent Project #1: Barr Lake Bifurcation Structure (2024-2025)

Dollar Value: \$ \$1,500,000

Description of Project: The demolition of existing bifurcation structure on an irrigation canal for FRICO near Barr Lake. Project included concrete and gate demolition, dewatering, canal bypass, new concrete, installation of radial gates, installation of rip rap, and metal work.

Reference to contact for more information: Lisa Shea, P.E. of ERC Consultants.

lisa@erccolorado.net

303-250-2464



COMPANY EXPERIENCE-PROJECT #2

Recent Project #1: Sage Creek 50K Concrete Water Storage Tank (2025)

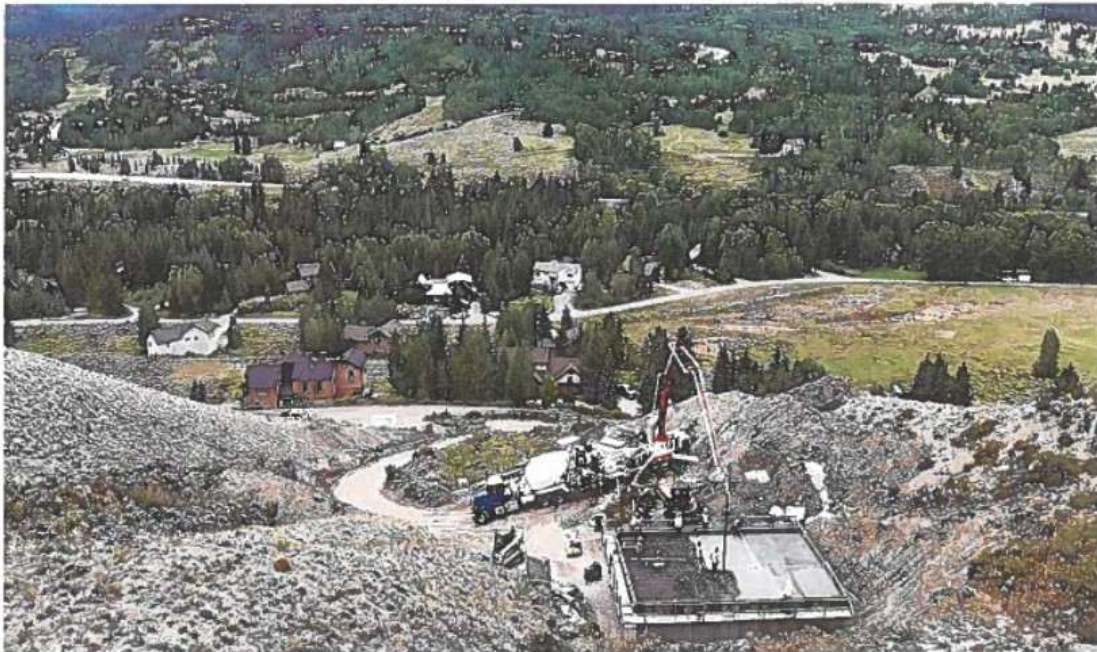
Dollar Value: \$800,000

Description of Project: The demolition of existing water storage tank near Silverthorne Colorado. Excavation and construction of new cast in place 50,000 water storage tank that included piping, hatch, and other appurtenances.

Reference to contact for more information: Theresa Weidmann, PE of Western Water Solutions

theresa@westwtrsoln.com

970-964-7206



COMPANY EXPERIENCE – PROJECT #3

Recent Project #1: Barr Lake Pump Station and Pipeline (2023-2024)

Dollar Value: \$3,000,000

Description of Project: The construction of a new pump station and pipeline near Barr Lake (Brighton, CO). Included deep excavation, extensive dewatering, installation of 2500' of HDPE pipe, and construction of outlet structure on the spillway/dam (required coordination with the State Dam Engineer).

Reference to contact for more information: James Koehler , P.E. City of Thornton (Formerly of ERC Consultants)

303-669-6978



Paul Wagner

3775 S Knox Court • Denver, CO 80236 • (303) 761-3170 • pwagner@lillardclark.com

PROJECT MANAGER/ PRESIDENT

Joined Lillard & Clark In 2001

Employee Summary

Mr. Wagner's started with L&C has a field intern in 2000 and began work full time in 2001 upon his graduation from South Dakota State University with a Civil Engineering Degree. Paul started as a project engineer/project manager and is responsible for the office operations of Lillard & Clark. His responsibilities include procurement of future work for L&C, estimating, and administration of the project managers in L&C's office.

Project Highlights

Lillard & Clark Construction Company, Inc.

Project Manager:

- ❑ Green Mountain Powerplant Penstock Rehabilitation - \$14,000,000 for Reclamation (2022-2024)
- ❑ Guernsey Dam North Spillway Gate Rehabilitation - \$4,400,000 for Reclamation (2016-2017)
- ❑ Big Thompson Diversion Structure Repairs - \$1,400,000 for Bureau of Reclamation (2016)
- ❑ Main Outlet Drain -Install Bypass and Replace Siphon Headwalls - \$2,500,000 for Reclamation (2016)
- ❑ Fulton Ditch Roller Gate Rehabilitation - \$1,500,000 for Fulton Ditch Irrigation Company (2015)
- ❑ Georgetown Outlet Works - \$700,000 for the Town of Georgetown, CO (2014)
- ❑ Traer Creek Water Storage Tank - \$3,250,000 for Traer Creek RP, LLC
- ❑ Sam Hobbs Headworks Screen Replacement - \$929,000 for the City of Casper Wyoming (2014)
- ❑ Parker Dam Trashrack Replacement - \$425,000 for the Bureau of Reclamation (2014)
- ❑ Farmers Highline Canal Dam and Headworks Improvements \$1,100,000 for Farmers Highline Canal Company, Golden, CO (2013)
- ❑ Brock Reservoir Joint Repair Project - \$700,000 for Bureau of Reclamation, Yuma AZ (2013)
- ❑ Leadville Pond Liner Replacement, \$850,000 for the Bureau of Reclamation, Leadville, CO (2012)
- ❑ Pole Hill Canal Replacement - \$5,600,000 for the Bureau of Reclamation, Loveland, CO (2011)

Education & Certifications

B/S- CIVIL AND ENVIRONMENTAL ENGINEERING
South Dakota State University, 2001



Lillard & Clark since 1977

John DiCristofaro

3775 S Knox Court • Denver, CO 80236 • (303) 761-3170

SUPERINTENDENT/Vice President

Joined Lillard & Clark In 2003

Employee Summary

Mr. DiCristofaro joined Lillard & Clark Construction Company Inc. in 2003 as a carpenter foreman, and is now a Superintendent and Officer of the Company.

Mr. DiCristofaro's has more than 25 years of experience in constructing projects related to water conveyance, storage, or treatment. His capabilities encompass every aspect of construction from layout to start-up including excavation, dewatering, cofferdam installation, rebar (form and place), concrete – slabs, walls, decks (form, place, finish), misc. metals (stairs, handrail, grating), process equipment installation, process piping, and large gate installation and rehabilitation. He also excels managing all subcontractors, suppliers and works well with owners, engineers, and inspectors

Project Highlights

Lillard & Clark Construction Company, Inc.

Superintendent:

- ❑ Green Mountain Powerplant Penstock Rehabilitation - \$14,000,000 for Reclamation (2022-2024)
- ❑ Tiber Dam Outlet Works Recoating - \$1,700,000 for Reclamation (2022)
- ❑ Bonny Dam Outlet Works Recoating - \$2,400,000 for Reclamation (2021-2022)
- ❑ Consolidated Mutual Water Company Solids Dewatering Facility - \$5,600,000 (2019-2020)
- ❑ Kirwin Dam Spillway Gate Guide Replacement - \$847,000 for Reclamation (2018)
- ❑ Silverthorne Post Tension Tank and Booster Station – \$2,000,000 for Town of Silverthorne, CO (2017)
- ❑ Guernsey Dam North Spillway Gate Rehabilitation - \$4,400,000 for Reclamation (2016-2017)
- ❑ Main Outlet Drain –Install Bypass and Replace Siphon Headwalls - \$2,500,000 for Reclamation (2016)
- ❑ Fort Lupton Design Build Lift Station - \$1,000,000 for the City of Fort Lupton, CO (2015)
- ❑ Fulton Ditch Roller Gate Rehabilitation - \$1,500,000 for Fulton Ditch Irrigation Company (2015)
- ❑ Traer Creek Water Storage Tank - \$3,250,000 for Traer Creek RP, LLC (2014)
- ❑ Sam Hobbs Headworks Screen Replacement - \$929,000 for the City of Casper Wyoming (2014)
- ❑ Parker Dam Trashrack Replacement - \$425,000 for the Bureau of Reclamation (2014)

Assistant Superintendent:

- ❑ Westminster Big Dry Creek WWTF Expansion - \$39,000,000 for the City of Westminster, CO (2005-2008)

Education & Certifications

ARCHITECTURE

New York Institute of Technology (1985-1989)



Lillard & Clark since 1977

Brian Schaefer

3775 S Knox Court • Denver, CO 80236 • (303) 761-3170

SUPERINTENDENT/Vice President

Joined Lillard & Clark In 2001

Employee Summary

Mr. Schaefer began employment with Lillard & Clark Construction Company immediately following his graduation from SDSU in 2000. Brian has advanced in his career by starting out as a field engineer, then an assistant superintendent, and the Superintendent and Officer of Lillard & Clark.

Brian has more than 20 years of experience in constructing tanks, water and wastewater treatment plants, and other civil improvement projects. His capabilities encompass every aspect of construction from layout to start-up including excavation, dewatering, cofferdam installation, rebar (form and place), concrete – slabs, walls, decks (form, place, finish), misc. metals (stairs, handrail, grating), process equipment installation, process piping, and large gate installation and rehabilitation. He also excels managing all subcontractors, suppliers and works well with owners, engineers, and inspectors.

Project Highlights

Lillard & Clark Construction Company, Inc.

Superintendent:

- ❑ Beebe Pump Station, Pipeline and Outlet Works - \$4,500,000 for FRICO (2022-2024)
- ❑ Pueblo Dam Buttress Joint Repairs - \$8,500,000 for Bureau of Reclamation (2019-2020)
- ❑ Big Thompson Diversion Structure Repairs - \$1,400,000 for Bureau of Reclamation (2016)
- ❑ Guernsey Haynes Lift Station - \$400,000 for the Town of Guernsey, WY (2016)
- ❑ Georgetown Outlet Works - \$700,000 for the Town of Georgetown, CO (2014-2015)
- ❑ Brock Reservoir Joint Repair Project - \$700,000 for Bureau of Reclamation, Yuma AZ (2013)
- ❑ Farmers Highline Canal Dam and Headworks Improvements \$1,500,000 for Farmers Highline Canal Company, Golden, CO (2013-2014)
- ❑ Pole Hill Canal Replacement - \$5,600,000 for the Bureau of Reclamation, Loveland, CO (2011)
- ❑ Castle Pines North Pump Station & Tank Interconnect - \$4,200,000 for Castle Pines North Metro District. (2011)
- ❑ Cordillera Water Storage Tank - \$2,963,000 for Eagle River Water and Sanitation District, Edwards, CO (2011)
- ❑ Denver Water Vault Modifications - \$1,100,000 for Denver Water, Denver, CO. (2010)
- ❑ Aurora Prairie Waters Project - \$14,000,000, L&C subcontractor to Western Summit, Aurora, CO (2009-2010)
- ❑ Westminster Big Dry Creek WWTF Expansion - \$39,000,000 for the City of Westminster, CO (2005-2008)

B/S- CONSTRUCTION MANAGEMENT
(SOUTH DAKOTA STATE UNIVERSITY)



Lillard & Clark since 1977

Kit Badger, PE

3775 S Knox Court • Denver, CO 80236 • (303) 761-3170 • kbadger@lillardclark.com

PROJECT MANAGER

Joined Lillard & Clark In 2018
Experience: 25 years

Employee Summary

Mr. Badger started with L&C as a project manager in 2018 after working as a consulting engineer for 22 years. Kit has expertise in structure condition assessment, design and construction of reinforced and post-tensioned concrete structures, welded steel tanks and design and construction of water storage structures. As a project manager Kit is responsible for assisting in the procurement of future work, estimating, and managing on-going projects in L&C's office.

Qualifications

- Currently serves as a voting member on AWWA D115 – Tendon Prestressed Concrete Tanks
- In 2013 served as the Workgroup Lead for the rewrite of Chapter 7 Finished Water Storage for CDPHE's Design Criteria for Potable Water Systems
- In 2017 served on the workgroup for the updating of Chapter 7 Finished Water Storage for CDPHE's Design Criteria for Potable Water Systems

Project Highlights

Lillard & Clark Construction Company, Inc.

Project Manager:

- ❑ Green Mountain Powerplant Penstock Rehabilitation - \$14,000,000 for Reclamation (2022-2024)
- ❑ Tiber Dam Outlet Works Recoating and Metalwork Replacement - \$1,730,000 for US Bureau of Reclamation (2021-2022)
- ❑ Bonny Dam Outlet Works Recoating - \$2,438,839 for US Bureau of Reclamation (2021)
- ❑ Water Treatment Facilities 2020 R&R Project - \$1,714,688 for City of Westminster (2020-2021)
- ❑ Boxelder Lift Stations Emergency Pump Vaults - \$721,087 for Boxelder Sanitation District (2020)
- ❑ Glen Elder Dam Outlet Works Improvements - \$579,000 for US Bureau of Reclamation (2019-2020)

Education & Certifications
B/S- CIVIL ENGINEERING
Virginia Military Institute, 1995

M/S- CIVIL ENGINEERING
University of Wyoming, 1997

P.E. #35836 Colorado (2001)



Lillard & Clark since 1977

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LILLARD & CLARK CONSTRUCTION COMPANY, INC.

is a
Corporation

formed or registered on 02/02/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871328938 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/25/2026 that have been posted, and by documents delivered to this office electronically through 07/01/2026 @ 14:27:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/01/2026 @ 14:27:45 in accordance with applicable law. This certificate is assigned Confirmation Number 18740706 .



Jena Griswold

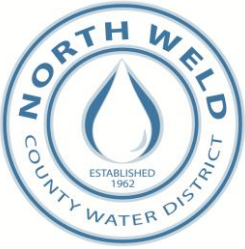
Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Privileged & Confidential Packet

6. Action: ELCO Service from NWCWD Connection Letter, Reimbursements and Next Steps (enclosures, privileged and confidential)
7. Discussion: NWCWD 2026 SWOT Analysis Update (enclosures, privileged and confidential)
 - a. Negotiation Points for Purchase of City of Fort Collins Treatment Capacity
9. Action: Eaton Phase III Pipeline Property Matters (enclosures, privileged and confidential)
 - a. Johnson Settlement Agreement and TCE
10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Eaton Phase III Pipeline Property Acquisition Matters, ELCO Service from NWCWD Connection, NWCWD SWOT Analysis Update, City of Ft. Collins Treatment Capacity Agreement.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

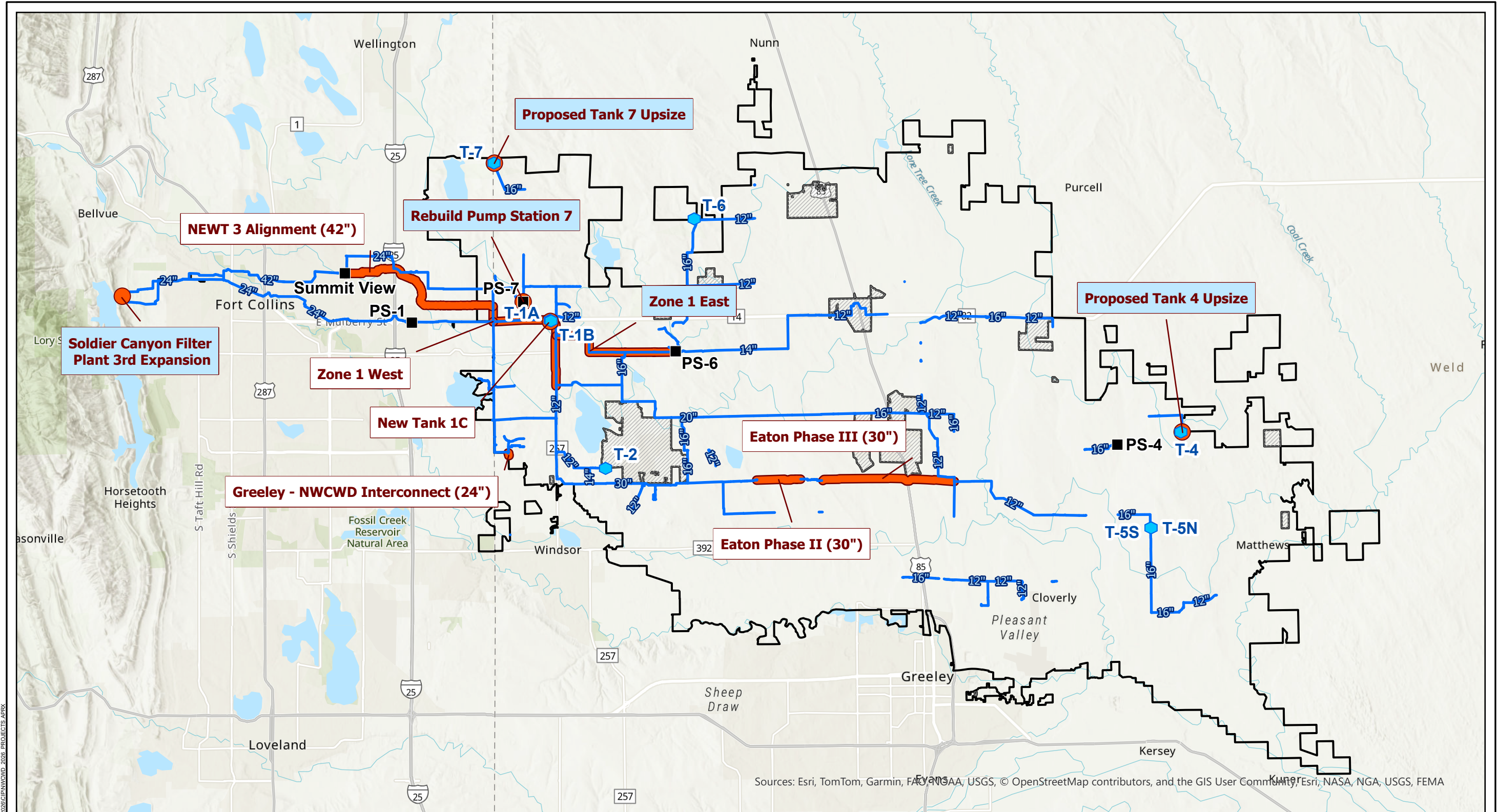
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Dear Congressman Evans

We are pleased to update you on the recent accomplishments within the North Weld County Water District (NWCWD) that are helping to ensure a reliable water supply and infrastructure for our community. These projects are aimed at increasing system capacity, securing additional water supplies, and improving efficiency for future growth.

Here are just some of the key improvements we've made recently and over the past couple of years:

- **Increased Treatment Capacity:** The SCWTP treatment capacity has expanded from 45 MGD to 68 MGD, which boosts the District's overall treatment capacity by 10 MGD, from 16.3 MGD to 26.5 MGD.
- **NEWT III Pipeline Project:** The NEWT III pipeline project has increased system transmission capacity from 18 MGD to 28 MGD or 10 MGD increased gravity flow.
- **Line 1 Replacement:** Line 1 - 48-inch replacement project allows safe pressurization of the line 1 transmission line, increasing system capacity approximately 2 – 3 MGD.
- **New Water Lines:** We've constructed 4 miles of 30-inch water lines, enhancing capacity to eastern pressure zones.
- **Emergency Interconnect Upgrades:** We have increased emergency interconnect capacity from approximately 8 MGD to 28 MGD that can be obtained from two treatment plants and transmission systems, and we've constructed emergency bypass capabilities for Horsetooth Reservoir supplies.
- **Water Supply and Storage Enhancements:** the District has acquired approximately 1500-acre feet of new water supply, initiated caps on unconstrained usages, and adjudicated and perfected native water rights that have reduced impacts on supply related to drought or curtailment. The District also acquired approximately 1200-acre feet of additional raw water storage to firm native water supply.
- **In 2026,** the District has begun construction of two major water transmission lines that include a 42-inch steel line to our primary tank site with the construction of a new 6 million gallon at that site and an additional 1.5 miles of our Eaton 30-inch pipeline.



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

EXPLANATION

- | | | | |
|--|--|--|--|
| | STORAGE TANK | | CAPITAL IMPROVEMENT PROJECT (CIP) EXTENT |
| | PUMP STATION | | 12" OR LARGER WATER LINE |
| | CAPITAL IMPROVEMENT PROJECT (CIP) LOCATION | | DISTRICT BOUNDARY |
| | | | EXCLUDED FROM DISTRICT |

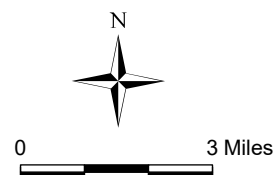


FIGURE 2

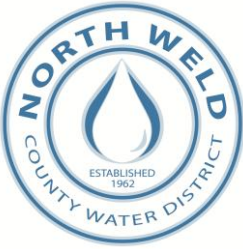
CAPITAL IMPROVEMENT PROJECTS

**NORTH WELD COUNTY WATER DISTRICT
LUCERNE, COLORADO**



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NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Important Update: Saddler Irrigation Water Supply and Upcoming Board Decision

Colorado is in a statewide drought emergency. Snowpack was well below average this year, and irrigation water supplies are at historical low levels across northern Colorado. This shortage is affecting water providers region-wide and is not unique to the District. North Weld County Water District (the "District") has noticed customers that the non-potable water supply that is used for the Saddler irrigation system will be depleted mid-August. To support residents, the District will transition the Saddler irrigation system to potable (treated) water once the non-potable raw water supply is exhausted.

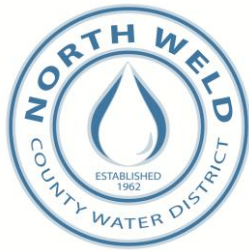
The Board of Directors (the "Board") considered rate adjustments at its July 13, 2026, regular meeting and established the price for Saddler's non-potable irrigation service through the 2026 irrigation season to the potable water rate. Potable water is more costly to treat and deliver and therefore, the District will increase your irrigation rate from \$1.50 per 1,000 gallons to \$5.19 per 1,000 gallons during the period potable water is used. This rate reflects the increased costs of potable water treatment and delivery and is not higher than cost recovery. The potable irrigation service will be in effect through September 14, 2026. If conditions improve next year, the District will resume the use of available non-potable water supply at the lower raw water rate. The District is committed to returning to lower non-potable rates as soon as supply conditions allow.

We encourage all homeowners to conserve water whenever possible. Reducing outdoor watering during cooler parts of the day and eliminating unnecessary irrigation will help stretch available supplies and reduce costs. Every reduction in outdoor watering directly reduces the volume of higher-cost potable water used, which lowers your bill during this period.

The amended rate and fee schedule are available on the District's website:

<https://www.nwcwd.org/>.

Please contact the District with questions.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Important Update: WildWing Irrigation Water Supply and Upcoming Board Decision

Colorado is in a statewide drought emergency. Snowpack was well below average this year, and irrigation water supplies are at historical low levels across northern Colorado. This shortage is affecting water providers region-wide and is not unique to the District. North Weld County Water District (the "District") has noticed customers that the non-potable water supply that is used for the WildWing irrigation system was projected to be depleted mid-July and is notifying customers now that the supply is currently depleted. To support residents, the District will transition the WildWing irrigation system to potable (treated) water once the non-potable supply is exhausted.

The District Board of Directors (the "Board") considered rate adjustments at its July 13, 2026, regular meeting and established the price for WildWing's non-potable irrigation service through the 2026 irrigation season to the potable water rate. Potable water is more costly to treat and deliver and therefore, the District will increase your irrigation rate from \$1.50 per 1,000 gallons to \$5.19 per 1,000 gallons during the period potable water is used. This rate reflects the increased costs of potable water treatment and delivery and is not higher than cost recovery. The potable irrigation service will be in effect through September 14, 2026. If conditions improve next year, the District will resume the use of available non-potable water supply at the lower raw water rate. The District is committed to returning to lower non-potable rates as soon as supply conditions allow.

We encourage all homeowners to conserve water whenever possible. Reducing outdoor watering during cooler parts of the day and eliminating unnecessary irrigation will help stretch available supplies and reduce costs. Every reduction in outdoor watering directly reduces the volume of higher-cost potable water used, which lowers your bill during this period.

The amended rate and fee schedule are available on the District's website:

<https://www.nwcwd.org/>.

Please contact the District with questions