



Town Council
Tuesday, March 25, 2025
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This will be an in-person meeting using Teams. Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees. When it's your turn to speak, you will have three (3) minutes for public comment. PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record. For technical difficulties, please email jenny.rakow@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams** [Need help?](#)

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Meeting ID: 283 067 054 976

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CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT *Citizen public comment offers an opportunity for citizens to express opinions or ask questions regarding town services, policies, or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three (3) minutes; time limits are established to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak. When appropriate, any questions by the public during public comment will be followed up on by the Town Manager and Town staff. Those who are speaking are requested to state their name and address for the record.*

CONSENT AGENDA- 6:05 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council*

deliberation.

1. Minutes - 3.11.2025
2. 2024 Audit Engagement Letter with Maggard & Hood PC
3. Resolution No. 17, Series, 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Public Improvements Agreement for the extension of Sylvan Lake Road.
4. Resolution 18, Series 2025, A resolution approving contract with SEHDesign | Build, Inc for Eby Creek Booster pump station replacement design and construction services.
5. Resolution 24, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting an Energy/Mineral Impact Assistance Fund (EIAF) Tier II Discretionary Grant Application to the State of Colorado Department of Local Affairs (DOLA) for the Capitol Street Improvement Project."
6. Resolution 28, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with Frontier Paving Inc. for the 2025 Street Resurfacing Project"

STAFF REPORTS- 6:10 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. 2024 Sales Tax Update
3. Natural Medicines Ordinance Update

BUSINESS ITEMS- 6:15 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Resolution No. 23, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Town of Eagle Marketing and Events Committee"
2. PUBLIC HEARING: Ordinance 01, Series 2025, "An Emergency Ordinance Amending Ordinance No. 09, Series 2024, Finally Adopted and Approved on October 8, 2024, Relating To The Leasing of Certain Town Property And The Execution And Delivery By The Town of A Site Lease, A Lease Purchase Agreement And Other Financing Documents In Connection Therewith; And Declaring An Emergency".
3. Resolution 25, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Adopting a Fund Balance and Reserve Policy for All Town Funds."
4. Future Land Use Code Amendment Regarding Density Limits

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

ADJOURN- 8:30 PM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Camille Deering
Town Clerk

PUBLIC WIFI – Eagle Guest



MEETING MINUTES
Town Council
Tuesday, March 11, 2025
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person meeting using Teams.*

CALL TO ORDER - 6:00 PM

ROLL CALL

COUNCIL MEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier,
Geoffrey Grimmer, Nick Sunday, Jamie Woodworth
Foral, Bryan Woods

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Richard Peterson-Cremer, Town Attorney
Camille Deering, Town Clerk
Jill Kane, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Community Development Director
Lynette Horan, Human Resources Manager
Molly Furtado, Special Events Manager
Kyle Brotherton, Planner
Ryan Johnson, Town Engineer
Brian Lieberman, Open Space & Trails Manager
Ryan Goebel, IT Analyst
Nikki Davis, Economic Development & Housing Specialist

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Bryan Woods motioned to adopt the consent agenda as presented. The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

PUBLIC COMMENT

Cindy Woods, Indianapolis IN- Inquired about the public pool opening this summer. Council confirmed that the pool is on schedule to open when school gets out.

Tom Gosiorowski- Showed appreciation for departing Open Spaces & Trails Manager Brian Lieberman

PRESENTATIONS

1. Vail Valley Foundation, Mike Imhoff
Presented the highlights and finances of the Eagle Showdown Downtown event. Asked Council for increased support.

Council Comments: Council members expressed their appreciation for the project and agreed to discuss the possibility of increasing funding during future discussions.

CONSENT AGENDA

MOTION: Council Member Nick Sunday motioned to approve the consent agenda. The motion was seconded and with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

1. Minutes- February 25, 2025
2. Bill Pay
3. Resolution 20, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, appointing Tom Gosiorowski to serve as the Town representative on the Eagle Ranch Wildlife Committee"
4. Resolution 22, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting a Grant Application to the Department of Local Affairs Rural Economic Development Initiative ("REDI") Program"
5. Resolution 23, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving A Professional Services Agreement with Walking Mountains for Energy Efficiency Rebates"

STAFF REPORTS

1. Town Manager Update
2. Department Update

BUSINESS ITEMS

1. PUBLIC HEARING: Land Use File: DR24-01 Reserve at Hockett Gulch Phase 1b and Phase 2 Major Development Permit
Had technical difficulties. Presented after Open Space Ranger item 2

Carrie McCool Presented this item. She gave an overview of the key provisions of the development agreement including wildlife mitigation, improved landscaping, and school fee.

Council Comments: Council approved of the major development permit and associated development agreement.

There was no public comment

- a. Resolution 21, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Major Development Permit and Associated Development Agreement for Reserve at Hockett Gulch Phase 1B and Phase 2"

MOTION: Council Member Jamie Woodworth Foral motioned to approve Resolution 21, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Major Development Permit and Associated Development Agreement for Reserve at Hockett Gulch Phase 1B and Phase 2". The motion was seconded and with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

2. Open Space Ranger and Maintenance Specialists Position Funding Agreements Update
Brian Lieberman and Tom Gosiorowski presented this item. They gave Council an update discussing the challenges of securing funding for the Open Space Ranger position and managing the expectations of the Eagle Ranch Metro District and Eagle Ranch HOA.

Council comments: Council discussed the differing expectations between the town and the funding partners and alternative plans. The hiring process will be paused until Brian Lieberman's replacement is hired.

3. Eagle Dog Park Updates Proposal
Brian Lieberman and Tom Gosiorowski presented this item. They asked council for feedback on the fencing plans for the dog park.

Council Comments: Council would like to see the project completed in 2025 and feel the fenced area presented is adequate. Other improvements can be addressed later.

MOTION: Council Member Geoffrey Grimmer motioned to approve the proposed fencing plans at the Eagle Dog Park. The motion was seconded and with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

4. Resolution 19, Series 2025, "A Resolution of The Town Council of The Town of Eagle, Colorado, To Move Jennifer Sturgeon from First Alternate to a Regular Member and Appointing One Applicant to Fill One Vacancy on the Town of Eagle Planning and Zoning Commission"

Peyton Heitman presented this item. She asked Council to appoint Joe Oakman as First Alternate and move Jennifer Sturgeon to a regular member on the Planning and Zoning Commission.

Joe Oakman introduced himself and his experiences in Eagle.

MOTION: Council Member Bryan Woods motioned to approve Resolution 19, Series 2025, A Resolution of The Town Council of The Town of Eagle, Colorado, moving Jennifer Sturgeon from First Alternate to a Regular Member and appointing Joseph Oakman to fill one vacancy on the Town of Eagle Planning and Zoning Commission. The motion was seconded and with a vote of 7 (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) in favor and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Woodworth Foral was worried about attendance for the April 22nd Council Meeting due to the school break.

Council Member Sunday congratulated Council Member Woodworth Foral on officially naming a CORE Transit bus “Bussy McBusface”.

EXECUTIVE SESSION

MOTION: Council Member Bryan Woods motioned to enter into Executive Session For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of any elected official; or personnel policies that do not require the discussion of matters personal to particular employees: to receive legal advice from the Town attorney and special counsel pursuant to CRS 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators pursuant CRS 24-6-402(4)(e) regarding the Eagle Meadows Annexation: And further move to conclude the regular meeting upon the adjournment of the Executive Session. The motion was seconded and with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

ADJOURN

MOTION: Council Member Bryan Woods motioned to adjourn. The motion was seconded and with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: March 25, 2025

Agenda Item: 2024 Audit Engagement Letter with Maggard & Hood PC

REQUEST: Review the Audit Engagement Letter between the Town and Maggard & Hood, P.C. for the year ending December 31, 2024.

INTRODUCTION: An annual independent audit is required by the Town Charter and CRS 29-1-601. The Town's 2024 annual audit will again be remote this year and is scheduled to begin April 21st. Prior to commencement of the audit, the Town Manager and Council need to review and approve an Engagement Letter. The Engagement Letter outlines the audit scope, responsibilities of both the Auditor and the Town, and the associated fees. The Town's annual audit is due to the State on July 31, 2024.

ANALYSIS: The Engagement Letter includes standard language in accordance with Generally Accepted Auditing Standards (GAAS). Most notable is that the 2024 audit will require a Single Audit again due to the Town receiving over \$750,000 in federal funds.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: The 2025 budget includes \$48,000 for auditing and accounting services. This amount covers the annual audit as well as any additional accounting, auditing, or actuarial services that may be required. Maggard & Hood's hourly rates remain unchanged from last year. However, the total anticipated fee for the 2024 audit is \$46,500 due to the need for another Federal Single Audit.

Audit Expenditures:

			MAGGARD AND HOOD - HOURLY BILLING RATES		
YEAR	AMOUNT	NOTES	POSITION	HOURLY RATE	NOTES
2025	\$46,500	2024 audit-Single Audit	Year	2024	
2024	\$46,508	2023 audit-Single Audit	Partner 1	\$ 188	Regular Rate is \$225; discounted for the Town
2023	\$33,696	2022 audit	Partner 2	187	Regular Rate is \$219; discounted for the Town
2022	\$36,924	2021 audit	Staff 1	144	
2021	\$39,331	2020 audit	Staff 2	96	
			Admin	74	

STRATEGIC PLAN ALIGNMENT: Conducting the Town's annual audit is aligned with two of our guiding principles: *Sustainable Finances and Transparency* – Ensuring accurate financial records, compliance with accounting standards, and strong internal controls supports the Town's financial health. These practices also promote transparency and public trust.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the Maggard & Hood, P.C. 2024 Audit Engagement Letter.

ATTACHMENTS: 2024 Audit Engagement Letter

March 18, 2025

The Town of Eagle
Town Manager & Members of Town Council
Eagle, CO 81631

We are pleased to confirm our understanding of the services we are to provide for the Town of Eagle for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Eagle as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and certain budgetary comparison schedules, to accompany the Town of Eagle's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Eagle's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Statement of Revenues, Expenditures & Changes in Fund Balances–Budget & Actual–General Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Eagle's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Combining and Individual Fund Financial Statements.
2. Annual Statement of Receipts and Expenditures for Roads, Bridges and Streets.

Audit Scope and Objectives - *continued*

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Limited segregation of duties.
- Risk of potential management override of controls.
- Risk of improper revenue recognition.
- New federal programs
- Prior Federal Single Audit Findings

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures--Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purposes of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Town of Eagle in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes, and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Responsibilities of Management for the Financial Statements and Single Audit - *continued*

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information, available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instance of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and separate corrective action plan (when applicable).

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards..

Responsibilities of Management for the Financial Statements and Single Audit - *continued*

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant audit findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees & Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town of Eagle; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged or confidential information, copies of our reports are to be made available for public inspection.

The Town is responsible for maintaining its own data and records; whereas, as auditor, we cannot retain and store your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. We may request records be provided to us via our electronic portal which is used solely to transmit data for information exchange purposes and is not intended to store your Town's information. The Town is responsible for downloading any deliverables and other records provided from us via the electronic portal that it wishes to retain for its own records at the completion of the engagement. Upon completion of the engagement, data and other content will be either removed from the electronic portal or become otherwise unavailable within a reasonable time frame.

Engagement Administration, Fees & Other - *continued*

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us

The audit documentation for this engagement is the property of Maggard & Hood, P.C. and constitutes confidential information. However, we may be requested to make certain workpapers available any of your respective oversight agencies pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Maggard & Hood, P.C. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to such oversight agency. The oversight agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a grant awarding agency, pass-through entity, or auditee is contesting and audit finding, we will contact the party(ies) contesting the finding for guidance prior to destroying the audit documentation after the applicable retention period.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Roger Maggard is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We anticipate beginning our audit fieldwork April 21, 2025 and issuing our reports by July 2025, provided no unanticipated circumstances are encountered.

As previously communicated to you, we are currently performing our audit engagements remotely to ensure both the health of our clientele and our staff. We will provide you with a secure file transfer link to which you can upload any requested documentation directly to us, or, if you prefer, you can assemble the requested documentation and deliver directly to our offices (which we will return to you upon completion of the audit). If in person meetings become necessary, we will coordinate those meetings with you, accordingly. Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service

We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate

We anticipate that our total fee for the Financial Statement Audit and the Federal Single Audit under the Uniform Guidance will be approximately \$46,500 combined. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. The above fees are based on anticipated cooperation from your personnel, completeness of the information provided, and the assumption that unexpected circumstances or delays will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our Single Audit. Our reports will be addressed to the Town Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters that will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results from that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Eagle and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



MAGGARD & HOOD, P.C.
Roger D. Maggard
Partner-in-Charge

RESPONSE:

This letter dated March 18, 2025, correctly sets forth the understanding of the Town of Eagle.

By: _____

Title: _____

Date: _____



To: Mayor and Town Council

From: Ryan Johnson, Town Engineer, Public Works

Date: 3/4/2025

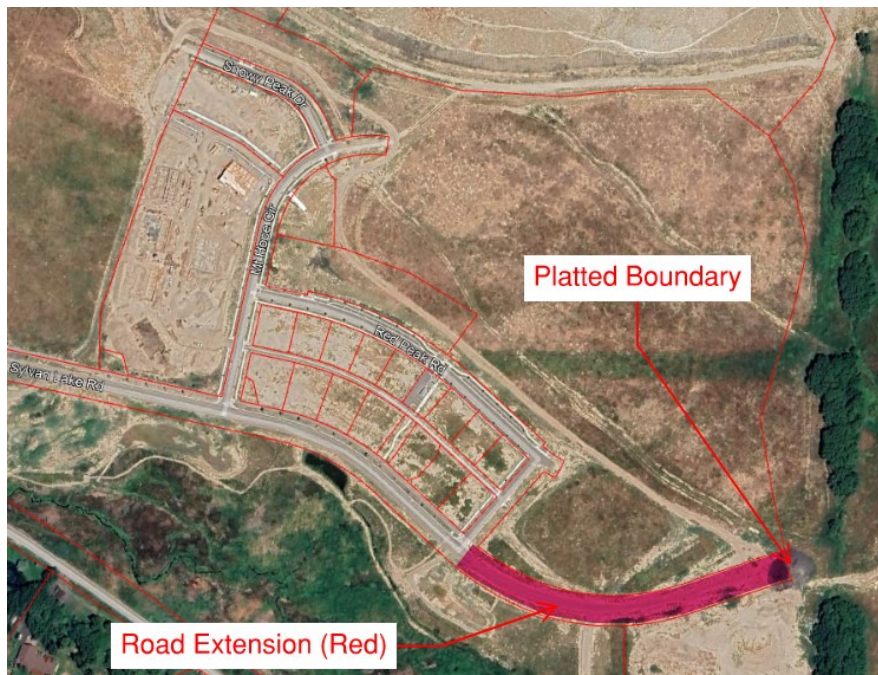
Agenda Item: Resolution No. 17, Series, 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Public Improvements Agreement for the extension of Sylvan Lake Road.

REQUEST:

For Town Council to review and consider approving a resolution authorizing a Public Improvements Agreement.

INTRODUCTION:

The Public Improvements Agreement requested at this time is for an extension of Sylvan Lake Road extending from its current end point location to the willow corridor as shown below. The work also includes extension of sewer main.



ANALYSIS:

Public works is supportive of this effort because it is a necessary step to extend Sylvan Lake Road to its current platted extents and provide access to a future childcare parcel.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This request has no budget impact. Public works will be inspecting the installation during construction and for final acceptance. The installed infrastructure will become part of the town's roadway system and will require ongoing maintenance typical with the infrastructure improvements.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request aligns with the major object to 'Match Infrastructure to Quality of Life'. This project installs the necessary roadway and sewer system to service the Haymeadow Development.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** the adoption of Resolution 17, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Public Improvements Agreement Haymeadow Parcel A, Parcel B and Parcel C

ATTACHMENTS:

- Resolution No. 17, Series 2025
- Public Improvements Agreement
 - Exhibit B
 - Exhibit C

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 17
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A PUBLIC IMPROVEMENTS AGREEMENT HAYMEADOW PARCEL A,
PARCEL B AND PARCEL C

WHEREAS, on March 25, 2014, the Town approved an Annexation and Development Agreement (the "ADA") for the Property and the ADA as amended controls the future development of the Property;

WHEREAS, Annexation and Development Agreement (ADA) requires the developer to furnish the Town with a performance guarantee to secure the construction and installation of all public improvements as required by the approved ADA; and

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the Development.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. The Town hereby authorizes the Public Improvements Agreement and Performance Guarantee for public improvements at Haymeadow Development.

INTRODUCED, READ, PASSED AND ADOPTED ON March 25, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

PUBLIC IMPROVEMENTS AGREEMENT

THIS PUBLIC IMPROVEMENTS AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2025 (the "Effective Date"), by and among the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); and Abrika Properties, LLC with an address of 8250 SW 27th Ave, Ocala FL 34476 ("Developer"), and HAYMEADOW METROPOLITAN DISTRICT NO. 6, a Colorado special district with an address of 28 2nd Street, Suite 213, Edwards CO 81632 (the "District") (each a "Party" and collectively the "Parties").

WHEREAS, Developer is developing Neighborhood A-1 within the real property more particularly described as Sylvan Lake Road Right of Way (the "Property");

WHEREAS, on March 5, 2014, Abrika Properties, LLC and the Town executed the Agreement Relating to the Annexation and Development of Property Known as The Haymeadow Parcel A, Parcel B and Parcel C Additions to the Town of Eagle, Colorado, also known as the Haymeadow Planned Unit Development, which was recorded in the real property records of Eagle County, Colorado, on May 30, 2014 at Reception No. 201408816 and has been amended several times since (as amended, the "ADA");

WHEREAS, Developer and District desire to construct an extension of Sylvan Lake Road to the Childcare Parcel, as detailed in the plan set, 03/14/2025, attached hereto as **Exhibit B** and incorporated herein by this reference;

WHEREAS, a performance guarantee is required to secure the construction and installation of the improvements; and

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer and District in relation to the installation of the improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 – PUBLIC IMPROVEMENTS

1.1 Public Improvements. Developer and District agree to construct, at their own expense, the improvements described in Exhibit B (the "Public Improvements"), subject to the terms and conditions set forth herein.

1.2 Compliance with Applicable Law. Developer and District shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation,

handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

1.3 Construction.

a. All Public Improvements shall be installed and completed at Developer or District's sole expense, and dedicated or conveyed to the Town upon the Town's acceptance thereof. The estimated cost of the Public Improvements is set forth in **Exhibit C**, attached hereto and incorporated herein by this reference (the "Estimated Costs").

b. At Developer or District's expense, the Town may make reasonable engineering observations and require testing during construction of the required Public Improvements in such reasonable intervals and upon reasonable notice, as the Town Engineer may request, in accordance with the Town's engineering standards, Water Distribution Regulations, and Wastewater Regulations, or as otherwise determined by the Town Engineer. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Public Improvements.

c. Developer or District shall provide all necessary engineering designs, surveys, field surveys, and "as-built" drawings for all Public Improvements which shall be approved by the Town Engineer. The "as-built" locations of all utility service lines shall be prepared by a registered land surveyor at Developer or District's sole expense. In addition, all expenses incurred for this Property by the Town in updating the Town's base maps shall be paid by Developer or District to the Town. Developer or District shall submit both hard copy and electronic files of the "as-built" drawings. The format of the electronic files shall be AutoCAD 2004 or latest edition thereof.

d. Prior to commencing construction, Developer or District shall obtain the Town's approval of a construction operations plan (the "Operations Plan"). The Operations Plan shall include without limitation provisions for construction, noise mitigation, dust control, erosion control, signage, construction water, and reclamation standards for all surface areas disturbed by construction.

1.4 Completion.

a. The Public Improvements shall be completed on or before November 30th, 2025.

b. The procedure for inspection and acceptance shall be as set forth in the ADA.

1.5 Easements. Developer or District shall dedicate to the Town, at no cost, free and clear of any liens and encumbrances, easements required for the Public Improvements, or extension of utilities, drainage, access, or any other use depicted in the engineering drawings approved by the Town Engineer.

SECTION 2 – WARRANTY

The warranty provided by Developer or District shall be as set forth in the ADA.

SECTION 3 – NUISANCES

Developer or District shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Code. If the Town determines that a nuisance exists, Developer or District shall be subject to the provisions of the Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated to the satisfaction of the Town, the Town may, upon 30 days' written notice, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

SECTION 4 - PERFORMANCE GUARANTEE

The provisions of Section 12 of the ADA shall control the performance guarantee for the Public Improvements.

SECTION 5 - INDEMNIFICATION

5.1 By Contractors. Any contractor employed by Developer or District who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall agree to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

5.2 By Developer. In addition to the indemnification required by Section 8.1, Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Development and elsewhere by Developer, or its agents, contractors or employees pursuant to this Agreement.

SECTION 6 - INSURANCE

6.1 Required. Developer and every contractor hired by Developer or District to perform work under this Agreement shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor.

6.2 Amounts. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town.

a. Workers compensation insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work.

b. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

6.3 Form. The policies shall be endorsed to include the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer shall be solely responsible for deductible losses under any policy required above.

6.4 Certificate. Upon request by the Town, Developer shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been provided to the Town.

SECTION 7 - REIMBURSEMENT OF COSTS

7.1 Development Review Costs. Developer shall pay to the Town the actual cost to the Town for consulting engineering, surveying, base map updating, consultant planning services, publication costs, and legal services rendered in connection with construction of the Public Improvements. Said costs shall be paid in full prior to final acceptance of the Public Improvements.

7.2 Inspection Costs. Prior to the approval and acceptance of the construction and installation of the required Public Improvements, Developer shall pay to the Town the actual cost of all inspections of such Public Improvements made or conducted at the direction of the Town Administrator, Town Engineer, or Public Works Director, including the reasonable value of a salaried employee's time.

SECTION 8 – BREACH AND REMEDIES

8.1 Breach. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

8.2 Remedies. If Developer breaches any provision of this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include without limitation a demand that the security given for the completion of the Public Improvements be paid or honored, and any other remedy available at law or in equity. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

SECTION 9 - MISCELLANEOUS

9.1 Assignment. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

9.2 Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

9.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

9.4 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

9.5 Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

9.6 No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

9.7 Notice. Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

9.8 Integration. This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof. Notwithstanding the foregoing, the terms, provisions and agreements contained in this Agreement are subject in all respects to the terms, provisions, and agreements contained in the ADA, and in the event of any conflict between the terms of this Agreement and the terms of the ADA, the terms of the ADA shall control and be binding upon and among the Parties.

9.9 Recordation. This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder, and shall be a covenant running with the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

[Signature]

Brandon Cohen as President of Abrika Properties LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 17th day of March, 2025, by Brandon Cohen as President of Abrika Properties, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 12/25/25



[Signature]

Notary Public

HAYMEADOW METROPOLITAN DISTRICT NO. 6

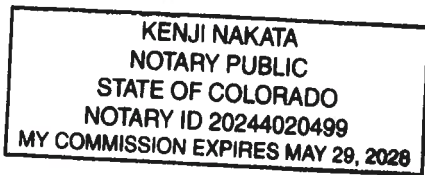
[Signature]

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 18 day of March, 2025, by Michael Hood as Vice President of Haymeadow Metropolitan District No. 6.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: MAY 29, 2028



[Signature]

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

Exhibit B

HAYMEADOW - PHASE 1

SITUATED IN THE NORTHEAST 1/4 OF SECTION 9 & NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

CIVIL CONSTRUCTION PLANS

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED TRACT X AND HAYMEADOW DRIVE RIGHT OF WAY, HAYMEADOW FILING NO. 1 REC. NO.: 201907561, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N89°57'47"E THE LINE BETWEEN CORNER 2 OF TRACT 38 A 2 1/2" USQLO BRASS CAP ON A 1" DIAMETER IRON PIPE AND CORNER 1 OF SAID TRACT 38 A 2 1/2" ALUMINUM CAP ON A 3/4" REBAR SITUATED ALONG THE NORTH LINE OF THE SUBJECT PARCEL.

BENCHMARK:

ELEVATION INFORMATION SHOWN HEREON IS BASED UPON GPS OBSERVATIONS UTILIZING OPUS, GEOID 12B TO DERIVE THE NGVD29 ELEVATION OF 6734.7' AT THE TOP OF A 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED CORNER 1 TRACT 58 MEYER LAND SYSTEMS, 2000, AS SHOWN HEREON.

TOWN OF EAGLE STANDARD DETAIL DRAWING INDEX:

STANDARD DETAILS INCORPORATED BY REFERENCE WITHIN THESE DRAWINGS SHALL CONSIST OF, BUT NOT BE LIMITED TO, THE FOLLOWING TOWN OF EAGLE STANDARD DETAILS INDICATED AND ALL SUBSEQUENT DETAILS WHICH MAY BE REFERENCED THEREIN:

TYPICAL SEWER DETAILS

- A1: PAVED SURFACE TRENCH BACKFILL
- A2: TRENCH BACKFILL
- A3: TRENCH BACKFILL
- A4: SEWER SERVICE FROM MAIN
- A5: STANDARD MANHOLE
- A11: CHANNELS
- A12: STANDARD CHANNELS SECTION

TYPICAL WATER DETAILS

- B1: WATER MAIN SEWER CROSSING/PARALLEL
- B2: FIRE HYDRANT DETAIL
- B3: AIR RELEASE VALVE
- B6: WATER SERVICE TAP
- B14: VALVE BOX
- B17: CUT IN TEE
- B18: TAPPING SLEEVE
- B20: TEE DETAIL
- B21: GENERAL THRUST BLOCKS
- B22: VERTICAL THRUST BLOCKS

TYPICAL ROAD DETAILS

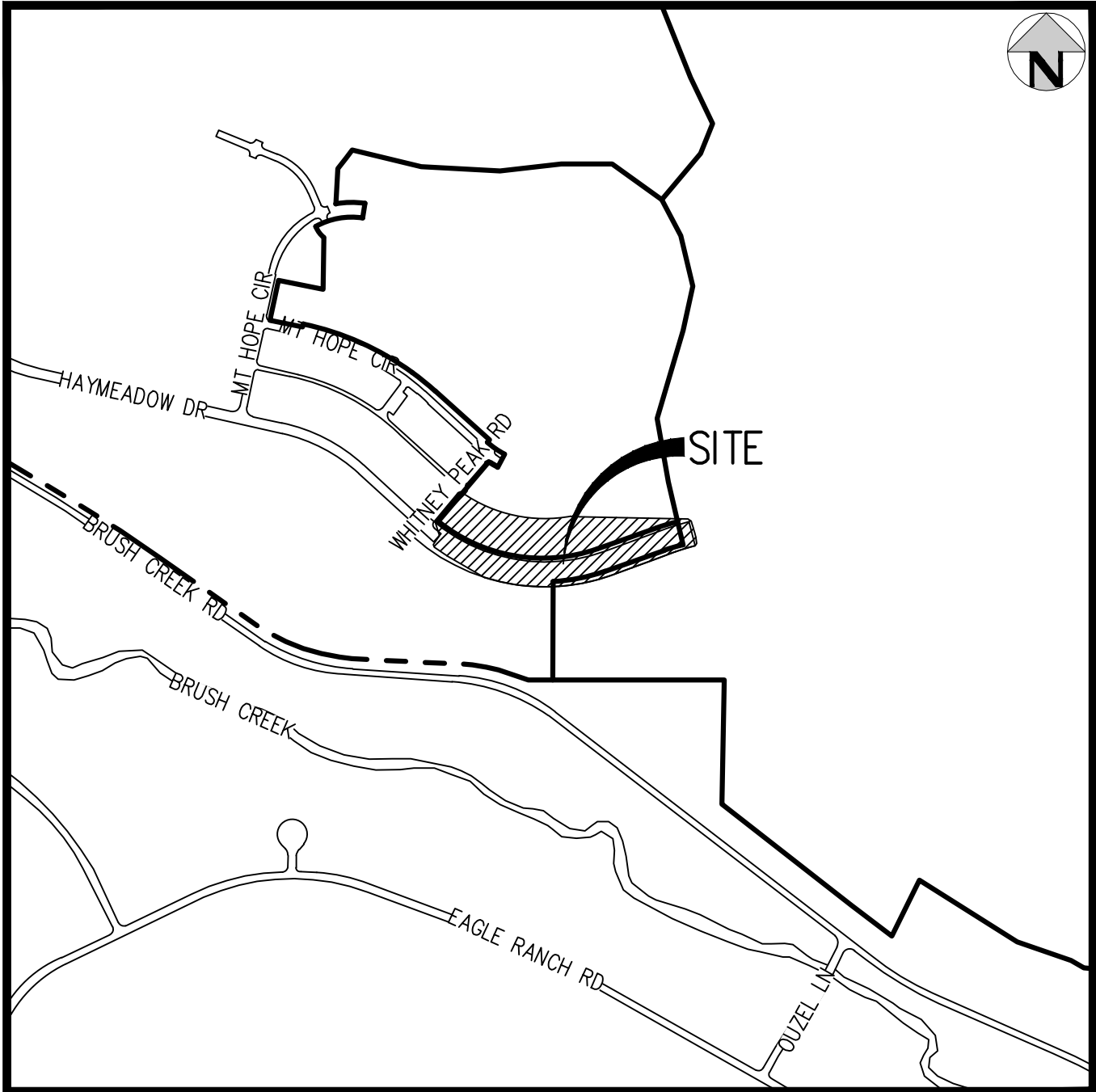
- C1: 6" VERTICAL CURB AND GUTTER
- C2: MOUNTABLE CURB AND GUTTER
- C4: ADA RAMPS
- C5: ADA CORNER RAMP
- C7: STREET INTERSECTION CURB FILLETS
- C12: CROSSLANE DETAIL
- C14: STREET CUT DETAIL

TYPICAL STORM SEWER DETAILS

- D1: CURB INLET
- D2: CURB INLET 2
- D3: CULVERT BEDDING
- D4: SILT FENCE
- D5: EROSION LOG

BUILDING TYPICAL DETAILS

- E8: ALLEY SEWER SERVICE
- E10: DRIVEWAY CULVERT
- E11: CONSTRUCTION TRACKING PAD



VICINITY MAP
SCALE: 1" = 500'

SHEET INDEX

CIVIL CONSTRUCTION

- C1 1 COVER SHEET
- C2 2 EXISTING CONDITIONS PLAN
- C3 3 OVERALL UTILITY PLAN
- EROSION CONTROL PLANS
- EC1 4 GRADING, EROSION & SEDIMENT CONTROL PLAN - INITIAL
- EC2 5 GRADING, EROSION & SEDIMENT CONTROL PLAN - FINAL
- EC3 6 GRADING, EROSION & SEDIMENT CONTROL DETAILS
- EC4 7 GRADING, EROSION & SEDIMENT CONTROL DETAILS
- EC5 8 GRADING, EROSION & SEDIMENT CONTROL DETAILS
- SANITARY SEWER PLANS
- SS1 9 SANITARY PLAN & PROFILE - LINE A
- SS2 10 SANITARY PLAN & PROFILE - LINE A
- SS3 11 SANITARY PLAN & PROFILE - LINES A & B
- SS4 12 SANITARY SERVICE PLAN
- NON-POTABLE WATER PLANS
- NP1 13 NON-POTABLE WATER PLAN & PROFILE - LINE A
- NP2 14 NON-POTABLE WATER PLAN & PROFILE - LINE A
- NP3 15 NON-POTABLE WATER PLAN & PROFILE - LINES A & B
- POTABLE WATER PLANS
- WT1 16 WATER SERVICE PLAN
- ROADWAY PLANS
- RD1 17 ROADWAY PLAN & PROFILE - HAYMEADOW DRIVE
- RD2 18 ROADWAY PLAN & PROFILE - HAYMEADOW DRIVE
- RD3 19 ROADWAY SECTIONS - HAYMEADOW DRIVE
- RD4 20 ROADWAY SECTIONS - HAYMEADOW DRIVE
- RD5 21 HAYMEADOW DRIVE GRADING PLAN
- RD6 22 HAYMEADOW DRIVE GRADING PLAN
- RD7 23 SIGNAGE & STRIPING PLAN
- RD8 24 TYPICAL ROADWAY SECTION

GENERAL DETAILS

- D1 25 GENERAL DETAILS
- LANDSCAPE PLANS BY OTHERS
- LP-001 26 LANDSCAPE NOTES
- LP-100 27 OVERALL LANDSCAPE
- LP-101 28 LANDSCAPE PLAN
- LP-102 29 LANDSCAPE PLAN
- LP-103 30 LANDSCAPE PLAN
- LP-501 31 LANDSCAPE DETAILS
- IRRIGATION PLANS BY OTHERS
- LI-001 32 IRRIGATION NOTES
- LI-100 33 IRRIGATION OVERALL PLAN
- LI-101 34 IRRIGATION PLAN
- LI-102 35 IRRIGATION PLAN
- LI-103 36 IRRIGATION PLAN
- LI-501 37 IRRIGATION DETAILS
- LI-502 38 IRRIGATION DETAILS

ABBREVIATIONS	
AC	ACRE
BOP	BOTTOM OF PIPE
CO	CLEANOUT
DIA	DIAMETER
E	EAST, EASTING
EL	ELEVATION
ELEC	ELECTRIC
EMRG	EMERGENCY
ESMT	EASEMENT
EX	EXISTING
FES	FLARED END SECTION
FH	FIRE HYDRANT
FIRM	FLOOD INSURANCE RATE MAP
FT	FEET
IN	INCH
INV	INVERT
LF	LINEAR FEET
MIN	MINIMUM
N	NORTH, NORTHING
NP	NON-POTABLE
PL	PROPERTY LINE
POC	POINT ON CURVE
PR	PROPOSED
PT	POINT OF TANGENCY
R	RADIUS
ROW	RIGHT-OF-WAY
SAN	SANITARY
STM	STORM
TB	THRUST BLOCK
TEMP	TEMPORARY
TOP	TOP OF PIPE
TYP	TYPICAL
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
VERT	VERTICAL
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
WAT	WATER
XING	CROSSING

LEGEND

	EXISTING	PROPOSED
PROPERTY BOUNDARY	---	---
RIGHT-OF-WAY	---	---
UTILITY EASEMENT	---	---
SANITARY SEWER W/ MANHOLE	SS	SS
SANITARY SERVICE W/CLEANOUT	---	---
WATER LINE AND GATE VALVE	W	W
WATER SERVICE	---	---
STORM SEWER W/ MANHOLE & INLETS	ST	ST
GAS	G	G
UNDERGROUND ELECTRIC	UE	UE
TELECOM	T	T
ASPHALT TRAIL	---	---
FIRE HYDRANT	FH	FH
STREET LIGHT	SL	SL
SIGN	---	---



LANDSCAPE ARCHITECT

NORRIS DESIGN

P: 970.368.7068
POC: MEGAN TESTIN
MTESTIN@NORRIS-DESIGN.COM

DEVELOPER/PROJECT OWNER

ABRIKA PROPERTIES

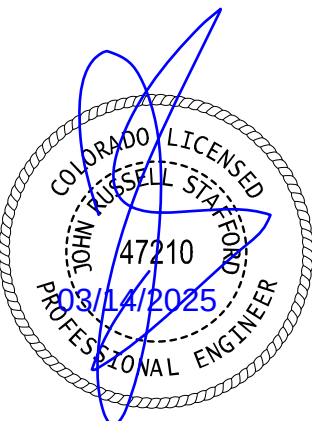
P: 970.331.4492
POC: MICHAEL HOOD
MICHAEL@ORANGECONSULTINGLLC.COM

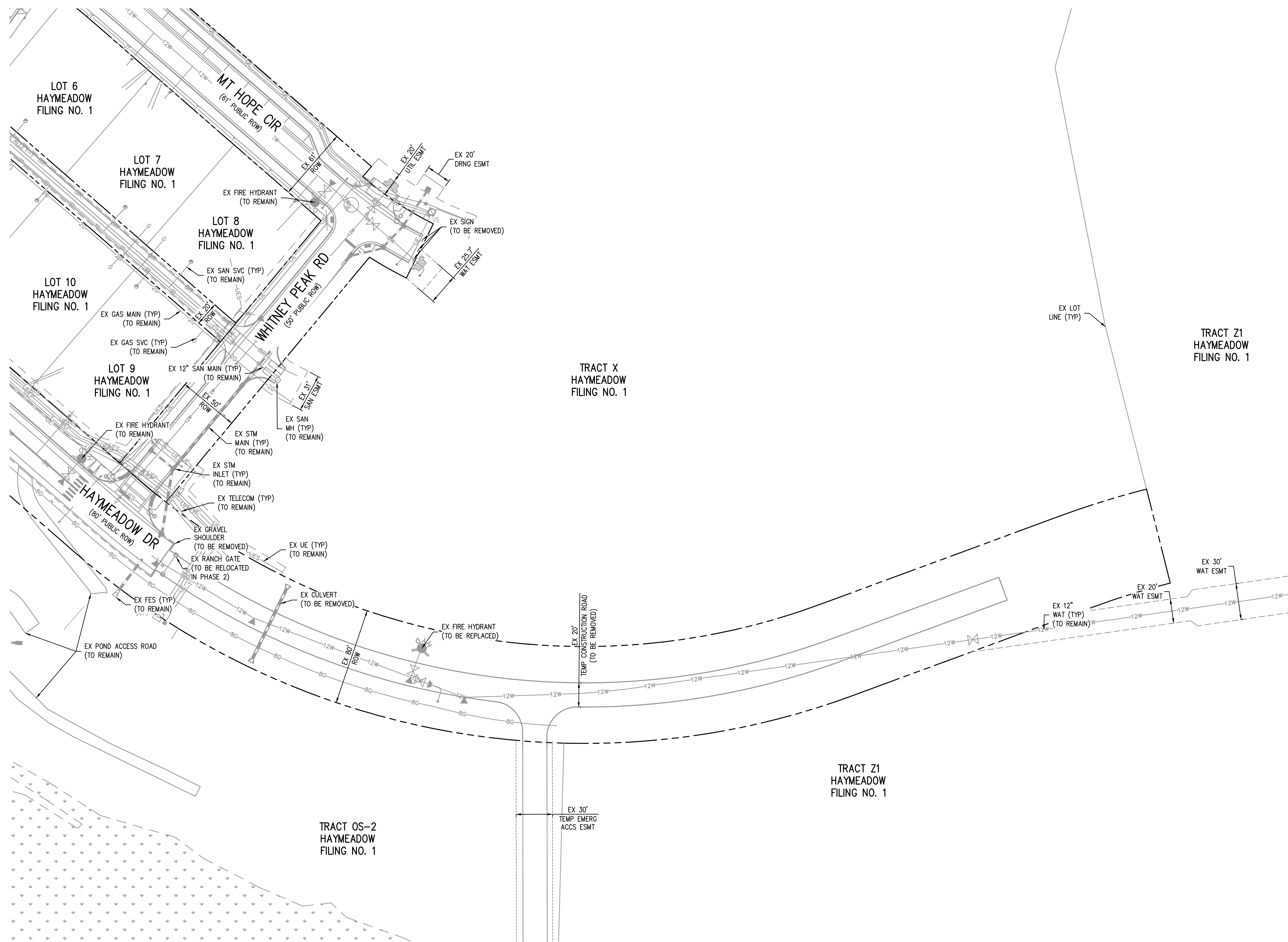
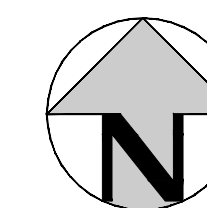
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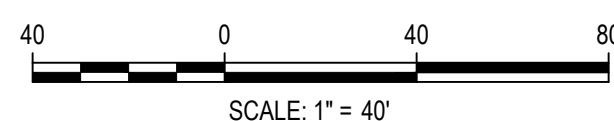
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Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
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ISSUE DATE: 10-07-2024	PROJECT #: 240804
DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS





Know what's below.
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DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

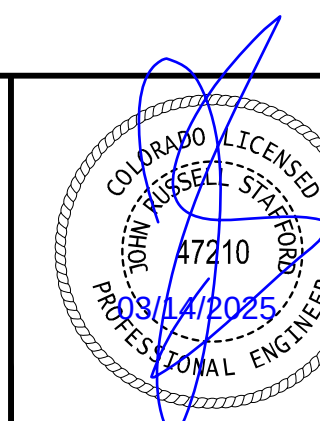
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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1 EXISTING CONDITIONS PLAN



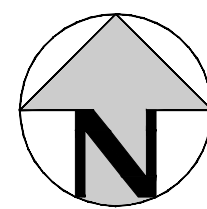
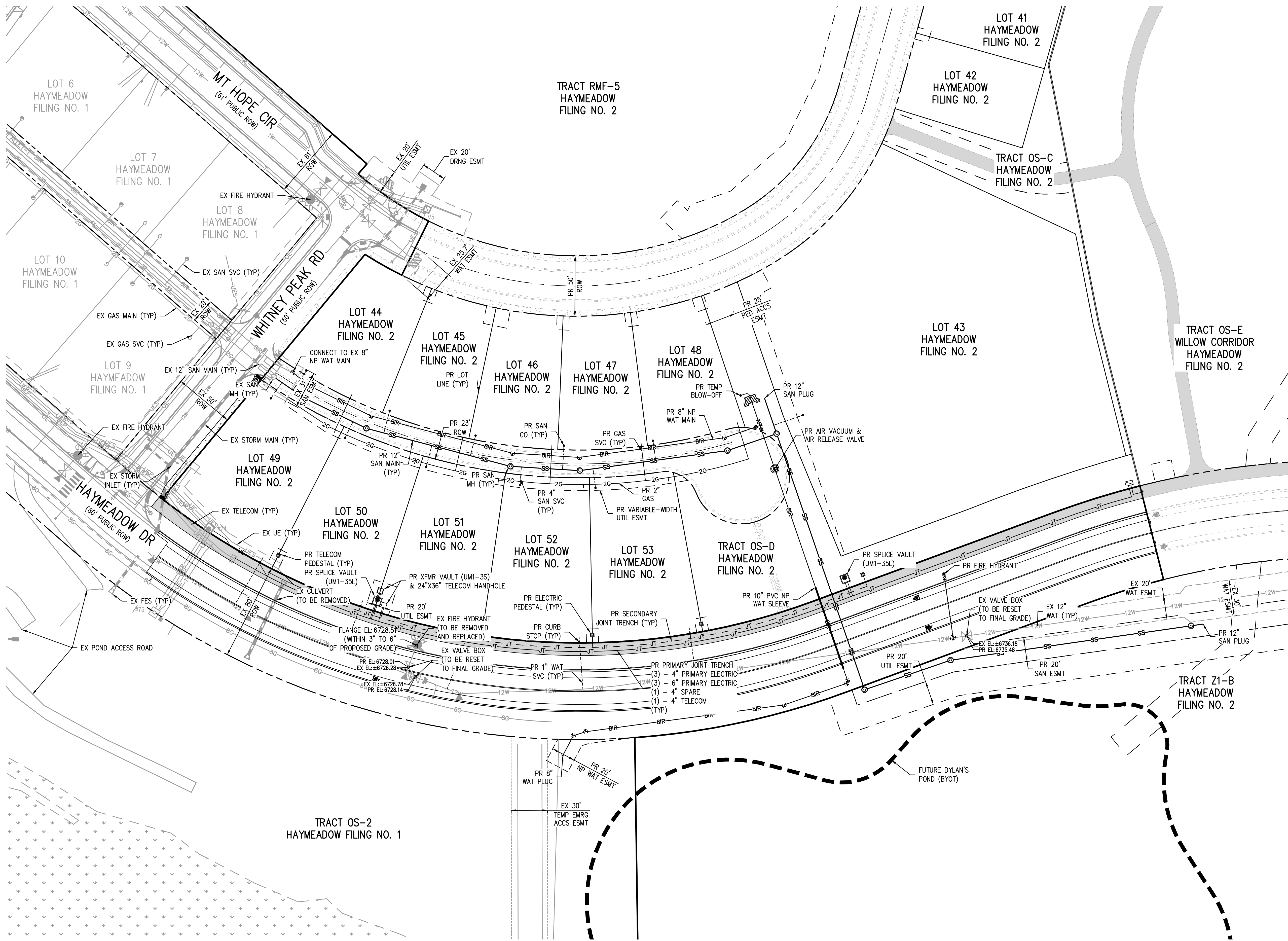
PROJECT #:	240804
SHEET NUMBER	

C2

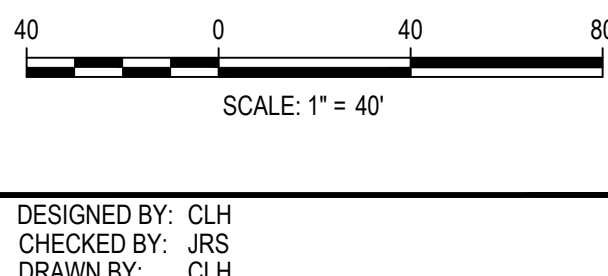
2 OF 38

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILE PATH: P:\2024\240804\ENGINEERING\UTILITIES\CD - OVERALL UTILITY PLAN\DWG LAYOUT LAYOUT1
FILE NAME: 240804-UTL-01.dwg
PLOT DATE: 03/14/2025
PLOTTER: FRI 03/14/25 9:40:54 AM BY: COLTON KOCHER



- NOTES:**
1. THE CONTRACTOR SHALL NOTIFY COLORADO 811 PRIOR TO EXCAVATION, IN ACCORDANCE WITH COLORADO STATE STATUTES.
 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE, AS SUPPLIED BY THE UTILITY OWNERS. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VERIFY EXISTENCE, SIZE AND LOCATION OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY HARRIS KOCHER SMITH OF ANY DISCREPANCIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING UNDERGROUND FACILITIES.

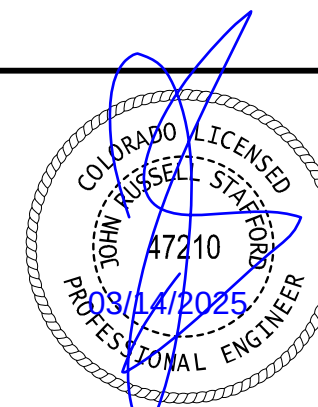


ISSUE DATE: 10-07-2024	
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01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



ABRIKA PROPERTIES

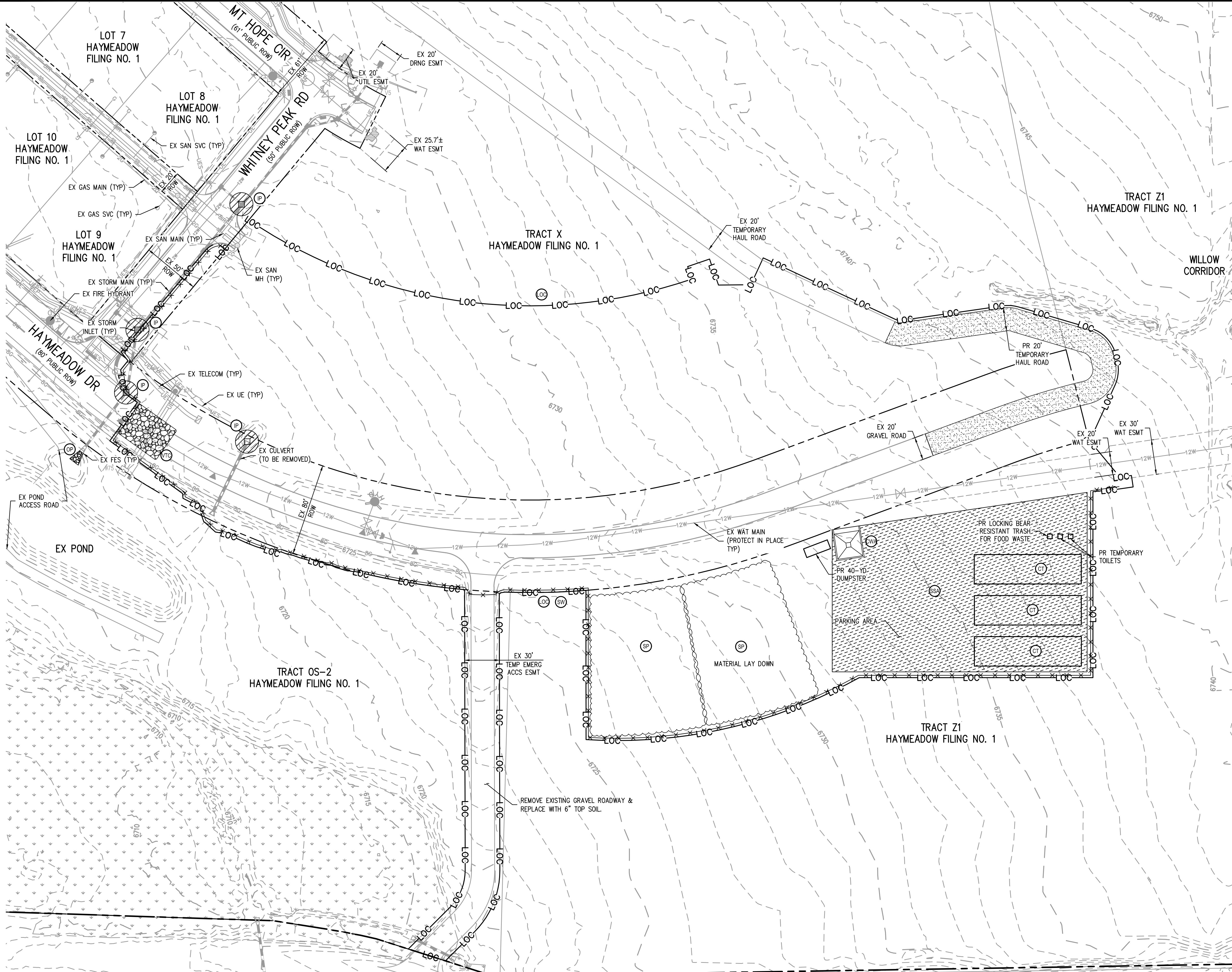
HAYMEADOW - PHASE 1
OVERALL UTILITY PLAN



PROJECT #: 240804
SHEET NUMBER
C3
3 OF 38

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILES: P:\2024\240804\ENGINEERING\EROSION\CD - TSC INITIAL PLANNING LAYOUT: LAYOUT1
6:15 PM 10/7/2024
PLOTTED: FRI 10/7/2024 3:41:11 PM BY: COLTON HOCHHEAR



LEGEND:

RIGHT OF WAY	---
EXISTING CONTOURS	5173 5170
LIMITS OF CONSTRUCTION / LIMITS OF DISTURBANCE	LOC — LOC
STRAW WADDLE	SW — x x x
STABILIZED STAGING AREA	SSA [hatched box]
VEHICLE TRACKING CONTROL	VTC [stippled box]
CONCRETE WASHOUT AREA	CWA [square with cross]
SOIL STOCKPILE	SP [cloud shape]
CONSTRUCTION TRAILER	CT [rectangle]
INLET PROTECTION	IP [circle with cross]
OUTLET PROTECTION	OP [circle with cross]

TOWN OF EAGLE EROSION CONTROL NOTES:

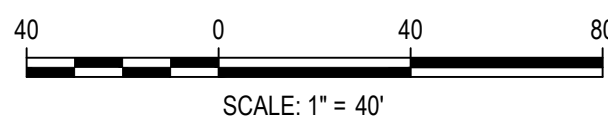
IF A SEPARATE CONSTRUCTION ACTIVITIES STORMWATER DISCHARGE PERMIT (CASDP) IS REQUIRED FOR THIS PROJECT, THE PERMITTEE MUST IMPLEMENT AND COMPLY WITH THE APPROVED CASDP (EC PERMIT) AND ASSOCIATED DOCUMENTS FOR THIS PROJECT.

IF A SEPARATE CASDP (EC PERMIT) IS NOT REQUIRED, THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL ENSURE THAT ALL POTENTIAL POLLUTANTS GENERATED DURING DEMOLITION OR CONSTRUCTION WORK ASSOCIATED WITH THIS PROJECT, BE PREVENTED FROM DISCHARGE TO STORMWATER CONVEYANCE SYSTEMS IN THE VICINITY OF THIS PROJECT SITE IN ACCORDANCE WITH THE FOLLOWING:

- THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION, TRENCHING, BORING, GRADING, OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, RECEIVING WATERS, WATERWAYS, WETLANDS, AND OR OTHER PUBLIC OR PRIVATE PROPERTIES, RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
- THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO OR, ACCUMULATE IN THE FLOW LINES STORM DRAINAGE APPURTENANCES, AND PUBLIC RIGHTS OF WAYS OF THE CITY AND COUNTY OF DENVER AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT. ALL REMOVALS SHALL BE CONDUCTED IN A TIMELY MANNER.
- THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAY.
- EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED AND KEPT IN EFFECTIVE OPERATING CONDITION FOR THE DURATION OF THIS PROJECT. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IMMEDIATELY UPON DISCOVERY OF ANY DEFICIENCY OR DEFECT.
- SILT FENCE (SF) MAY BE REPLACED BY SEDIMENT CONTROL LOGS (SCL) AT THE CONTRACTORS DISCRETION.
- INDIVIDUAL BMP'S MAY BE REQUIRED AT A PLOT-PLAN LEVEL.
- TRENCHES THAT MUST BE LEFT OPEN DURING NON-WORKING HOURS SHALL BE COVERED WITH SUITABLE MATERIALS AND/OR BARRICADED.



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CHECKED BY: JRS
DRAWN BY: CLH

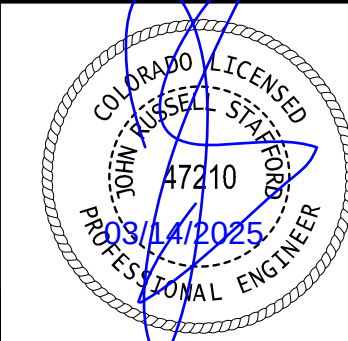
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DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
GRADING, EROSION & SEDIMENT CONTROL PLAN - INITIAL

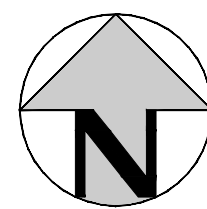
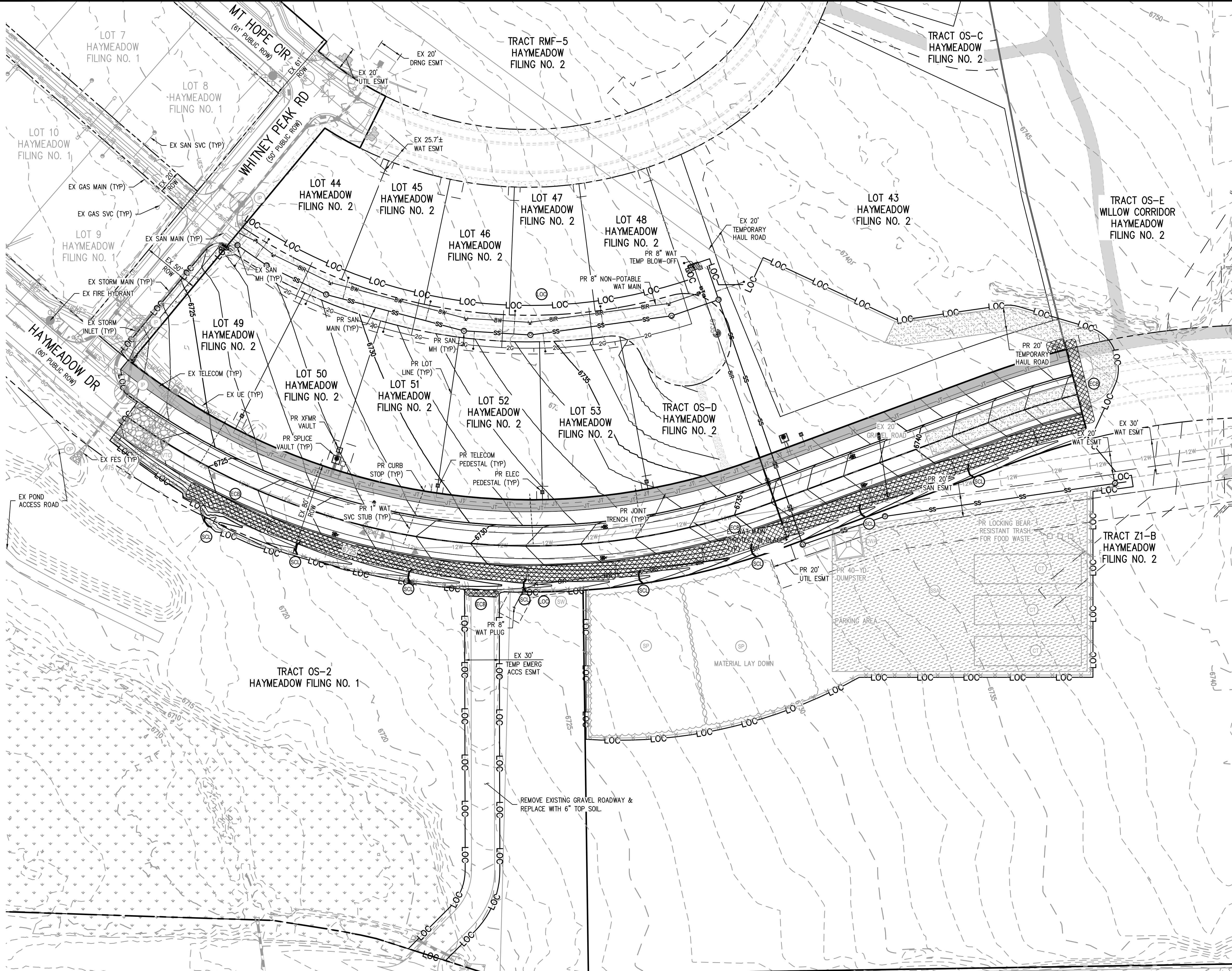


PROJECT #: 240804
SHEET NUMBER

EC1

4 OF 38

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



LEGEND:

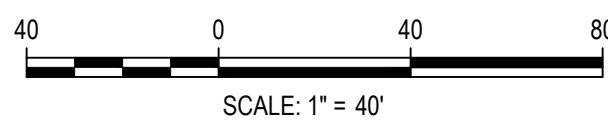
PROPERTY BOUNDARY	---
RIGHT OF WAY	---
EXISTING CONTOURS	5173 5170
PROPOSED CONTOURS	5173 5170
LIMITS OF CONSTRUCTION / LIMITS OF DISTURBANCE	LOC LOC
STRAW WADDLE	SW
STABILIZED STAGING AREA	SSA
VEHICLE TRACKING CONTROL	VTC
CONCRETE WASHOUT AREA	CWA
SOIL STOCKPILE	SP
CONSTRUCTION TRAILER	CT
INLET PROTECTION	IP
OUTLET PROTECTION	OP
EROSION CONTROL BLANKET	ECB
SEDIMENT CONTROL LOG CHECK DAM	SCL

TOWN OF EAGLE EROSION CONTROL NOTES:

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DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024

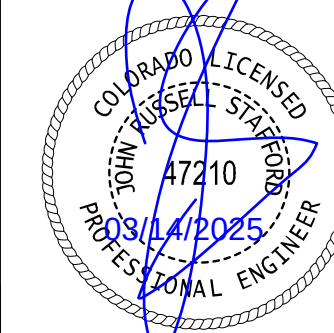
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12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
GRADING, EROSION & SEDIMENT CONTROL PLAN - FINAL



PROJECT #: 240804

SHEET NUMBER

EC2

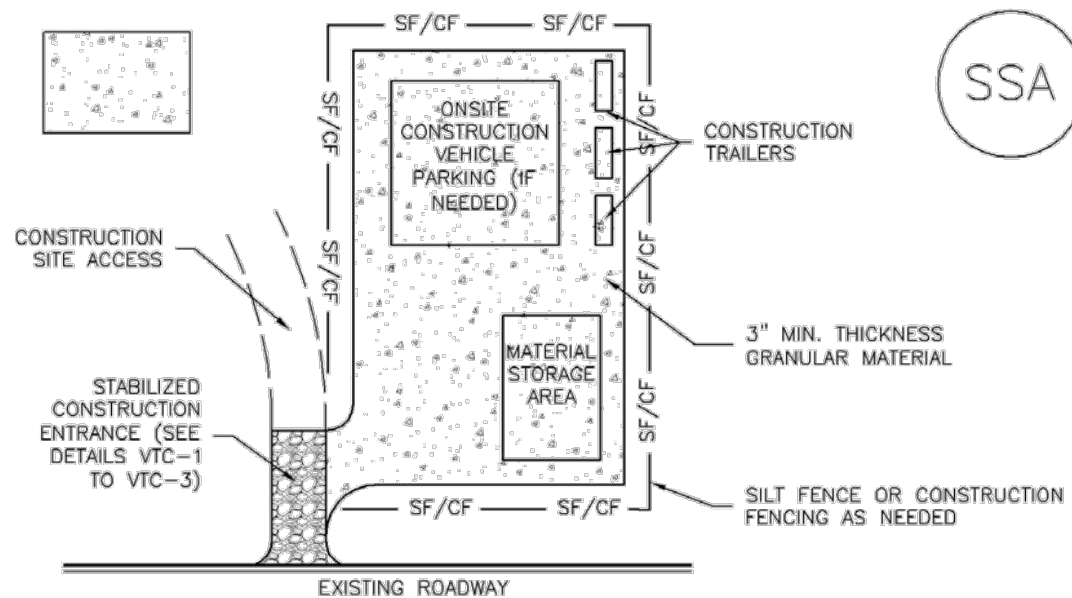
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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

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Stabilized Staging Area (SSA) SM-6



SSA-1. STABILIZED STAGING AREA

STABILIZED STAGING AREA INSTALLATION NOTES

1. SEE PLAN VIEW FOR
-LOCATION OF STAGING AREA(S).
-CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.
2. STABILIZED STAGING AREA SHOULD BE APPROPRIATE FOR THE NEEDS OF THE SITE. OVERSIZING RESULTS IN A LARGER AREA TO STABILIZE FOLLOWING CONSTRUCTION.
3. STAGING AREA SHALL BE STABILIZED PRIOR TO OTHER OPERATIONS ON THE SITE.
4. THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM 3" THICK GRANULAR MATERIAL.
5. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

6. ADDITIONAL PERIMETER BMPs MAY BE REQUIRED INCLUDING BUT NOT LIMITED TO SILT FENCE AND CONSTRUCTION FENCING.

STABILIZED STAGING AREA MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY IF RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.

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

SM-6 Stabilized Staging Area (SSA)

STABILIZED STAGING AREA MAINTENANCE NOTES

5. STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING/LOADING OPERATIONS.
6. THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE GRANULAR MATERIAL SHALL BE REMOVED OR, IF APPROVED BY THE LOCAL JURISDICTION, USED ON SITE, AND THE AREA COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.

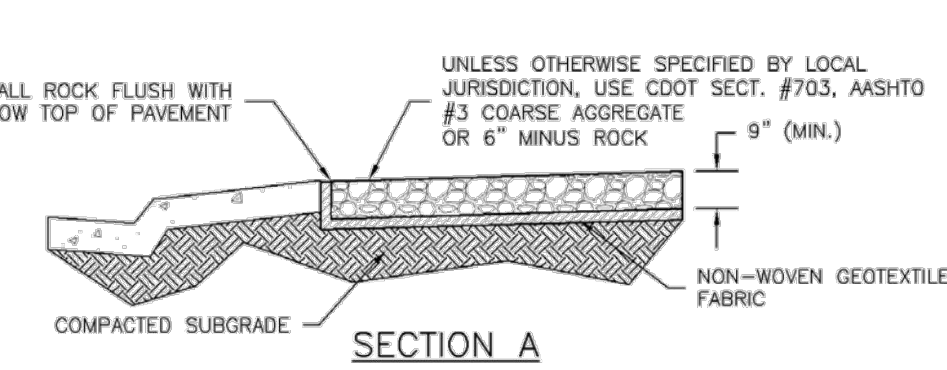
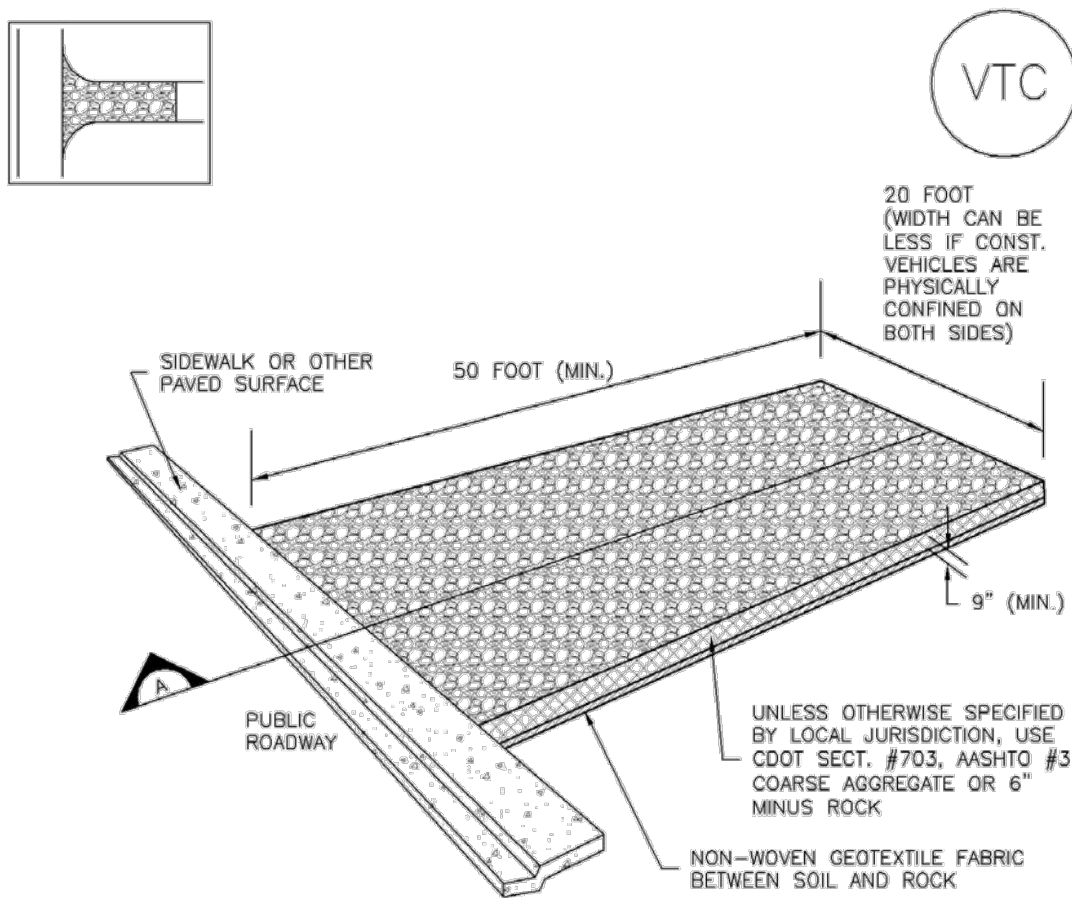
NOTE: MANY MUNICIPALITIES PROHIBIT THE USE OF RECYCLED CONCRETE AS GRANULAR MATERIAL FOR STABILIZED STAGING AREAS DUE TO DIFFICULTIES WITH RE-ESTABLISHMENT OF VEGETATION IN AREAS WHERE RECYCLED CONCRETE WAS PLACED.

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

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)

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

Vehicle Tracking Control (VTC) SM-4



VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

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

SM-4 Vehicle Tracking Control (VTC)

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

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

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES

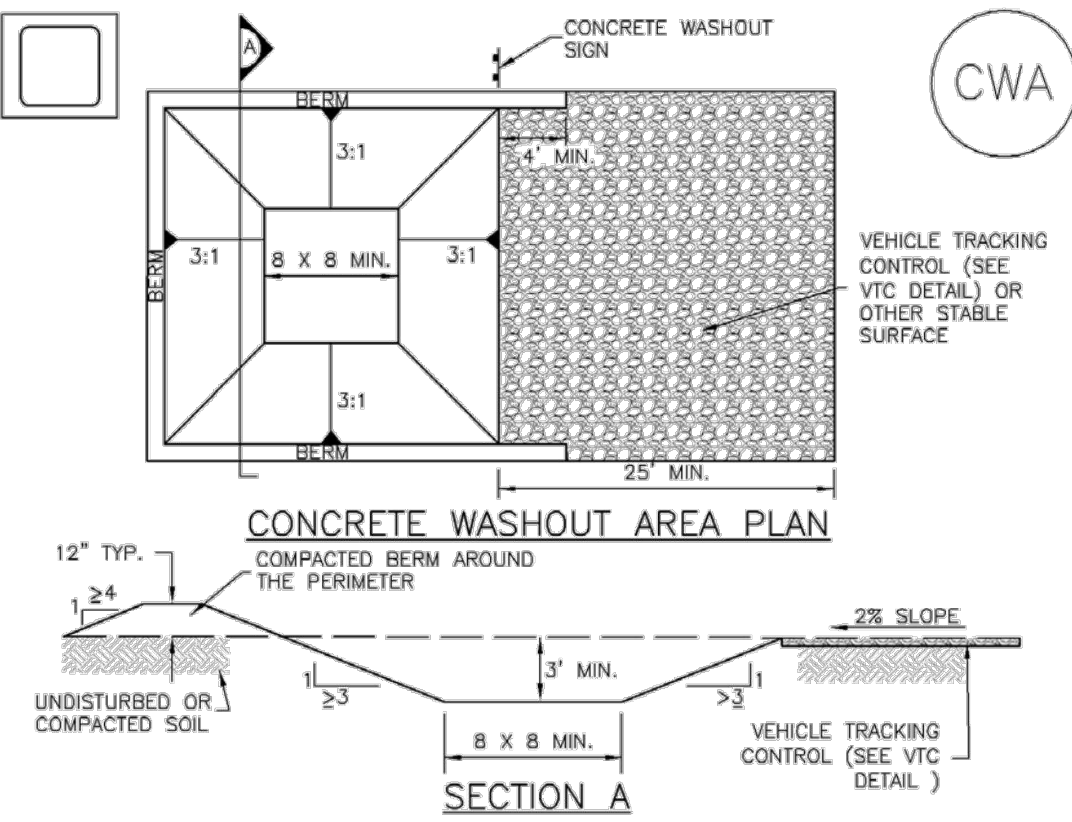
1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS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

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

(DETAILS ADAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)

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

Concrete Washout Area (CWA) MM-1



CWA-1. CONCRETE WASHOUT AREA

CWA INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
-CWA INSTALLATION LOCATION.
2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFESIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (1.5 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

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

MM-1 Concrete Washout Area (CWA)

CWA MAINTENANCE NOTES

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

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

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

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



DESIGNED BY:
CHECKED BY:
DRAWN BY:

ISSUE DATE: 10-07-2024	
DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



ABRIKA PROPERTIES

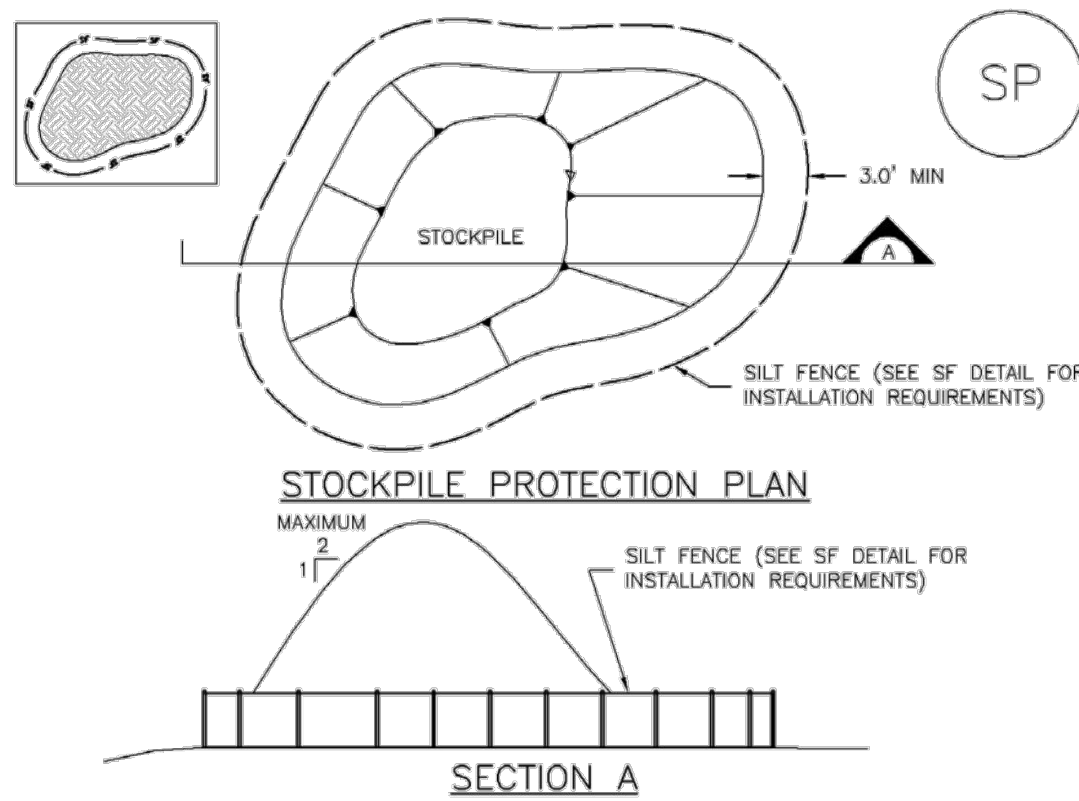
HAYMEADOW - PHASE 1
GRADING, EROSION & SEDIMENT CONTROL DETAILS

PROJECT #: 240804
SHEET NUMBER
EC3
6 OF 38

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

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Stockpile Management (SP) MM-2



SP-1. STOCKPILE PROTECTION

STOCKPILE PROTECTION INSTALLATION NOTES

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

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

MM-2 Stockpile Management (SM)

STOCKPILE PROTECTION MAINTENANCE NOTES

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

STOCKPILE PROTECTION MAINTENANCE NOTES

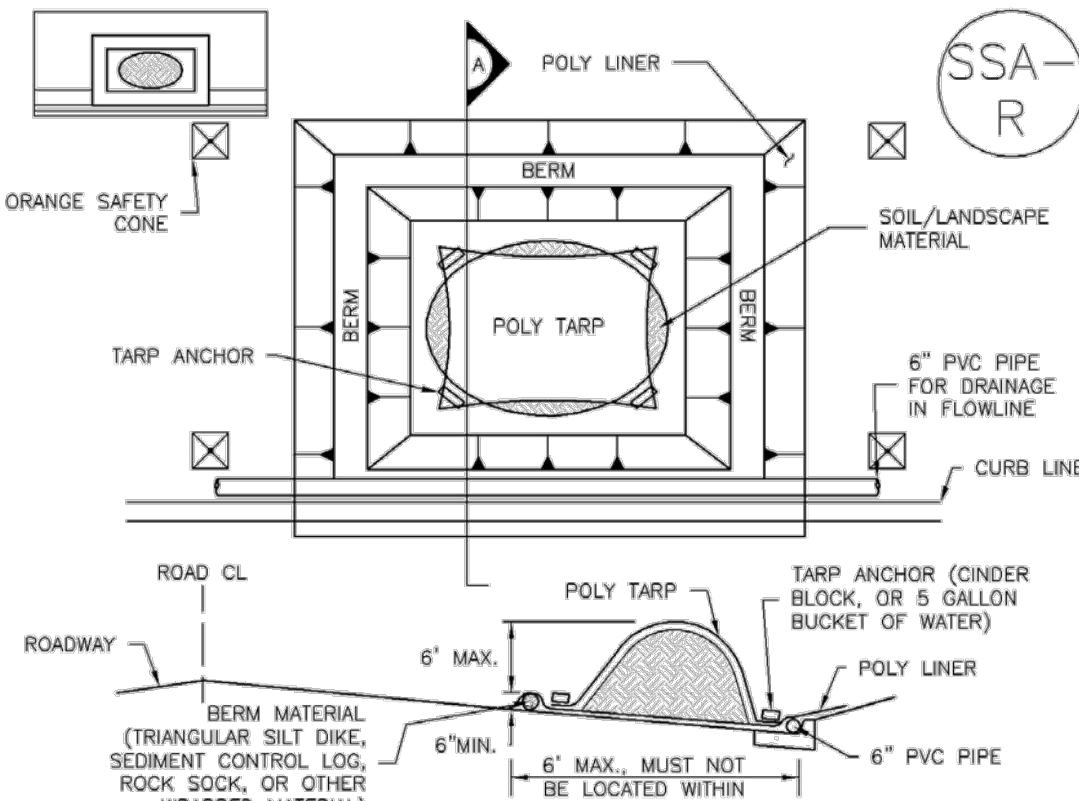
- IF PERIMETER PROTECTION MUST BE MOVED TO ACCESS SOIL STOCKPILE, REPLACE PERIMETER CONTROLS BY THE END OF THE WORKDAY.
- STOCKPILE PERIMETER CONTROLS CAN BE REMOVED ONCE ALL THE MATERIAL FROM THE STOCKPILE HAS BEEN USED.

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

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

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

Stockpile Management (SP) MM-2



SP-2. MATERIALS STAGING IN ROADWAY

MATERIALS STAGING IN ROADWAY INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATION OF MATERIAL STAGING AREA(S).
 - CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.
- FEATURE MUST BE INSTALLED PRIOR TO EXCAVATION, EARTHWORK OR DELIVERY OF MATERIALS.
- MATERIALS MUST BE STATIONED ON THE POLY LINER. ANY INCIDENTAL MATERIALS DEPOSITED ON PAVED SECTION OR ALONG CURB LINE MUST BE CLEANED UP PROMPTLY.
- POLY LINER AND TARP COVER SHOULD BE OF SIGNIFICANT THICKNESS TO PREVENT DAMAGE OR LOSS OF INTEGRITY.
- SAND BAGS MAY BE SUBSTITUTED TO ANCHOR THE COVER TARP OR PROVIDE BERMING UNDER THE BASE LINER.
- FEATURE IS NOT INTENDED FOR USE WITH WET MATERIAL THAT WILL BE DRAINING AND/OR SPREADING OUT ON THE POLY LINER OR FOR DEMOLITION MATERIALS.
- THIS FEATURE CAN BE USED FOR:
 - UTILITY REPAIRS.
 - WHEN OTHER STAGING LOCATIONS AND OPTIONS ARE LIMITED.
 - OTHER LIMITED APPLICATION AND SHORT DURATION STAGING.

November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 SP-5

MM-2 Stockpile Management (SM)

MATERIALS STAGING IN ROADWAY MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

- INSPECT PVC PIPE ALONG CURB LINE FOR CLOGGING AND DEBRIS. REMOVE OBSTRUCTIONS PROMPTLY.

- CLEAN MATERIAL FROM PAVED SURFACES BY SWEEPING OR VACUUMING.

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(DETAILS ADAPTED FROM AURORA, COLORADO)

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

EC-8 Temporary Outlet Protection (TOP)

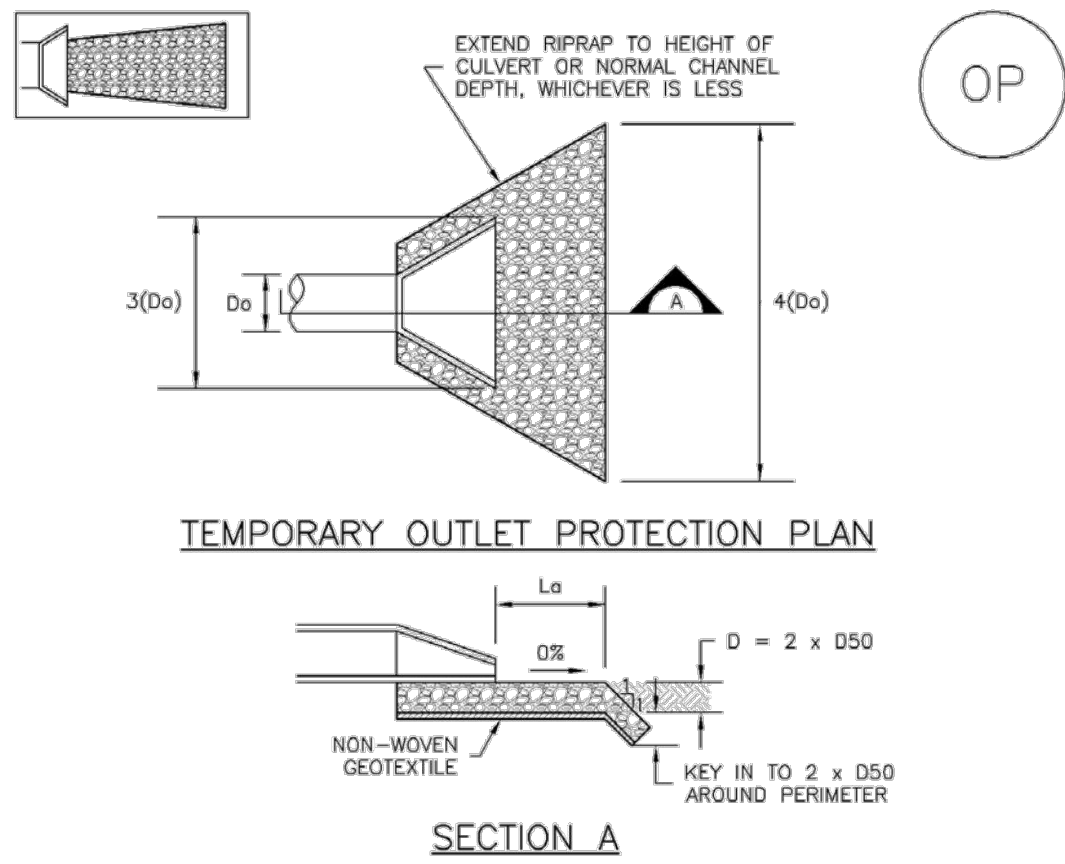


TABLE OP-1. TEMPORARY OUTLET PROTECTION SIZING TABLE

PIPE DIAMETER, Do (INCHES)	DISCHARGE, Q (CFS)	APPROX LENGTH, La (FT)	RIPRAP D50 MIN DIAMETER (INCHES)
8	2.5 5	5 10	4 6
12	5 10	10 13	4 6
18	10 20 30 40	10 16 23 26	6 9 12 16
24	30 40 50 60	16 26 26 30	9 9 12 16

OP-1. TEMPORARY OUTLET PROTECTION

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

Temporary Outlet Protection (TOP) EC-8

TEMPORARY OUTLET PROTECTION INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATION OF OUTLET PROTECTION.
 - DIMENSIONS OF OUTLET PROTECTION.
- DETAIL IS INTENDED FOR PIPES WITH SLOPE < 10%. ADDITIONAL EVALUATION OF RIPRAP SIZING AND OUTLET PROTECTION DIMENSIONS REQUIRED FOR STEEPER SLOPES.
- TEMPORARY OUTLET PROTECTION INFORMATION IS FOR OUTLETS INTENDED TO BE UTILIZED LESS THAN 2 YEARS.

TEMPORARY OUTLET PROTECTION INSPECTION AND MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
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(DETAILS ADAPTED FROM AURORA, COLORADO AND PREVIOUS VERSION OF VOLUME 3, NOT AVAILABLE IN AUTOCAD)

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



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02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ABRIKA PROPERTIES

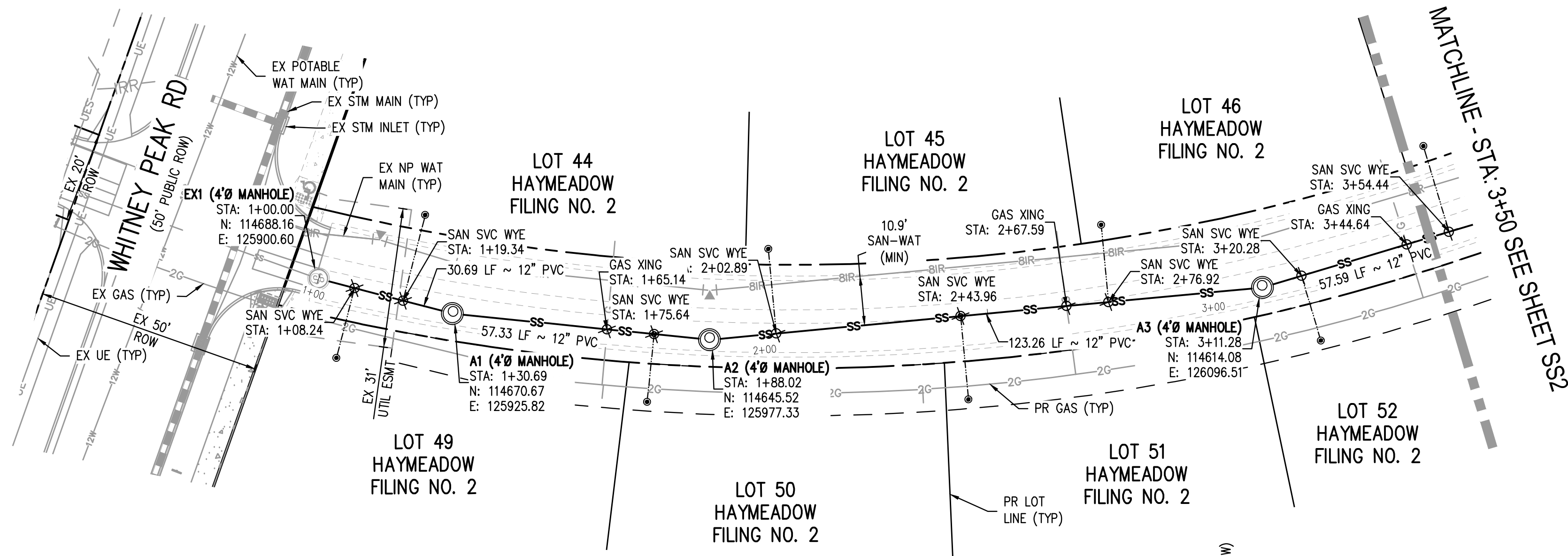
HAYMEADOW - PHASE 1
GRADING, EROSION & SEDIMENT CONTROL DETAILS

PROJECT #: 240804
SHEET NUMBER

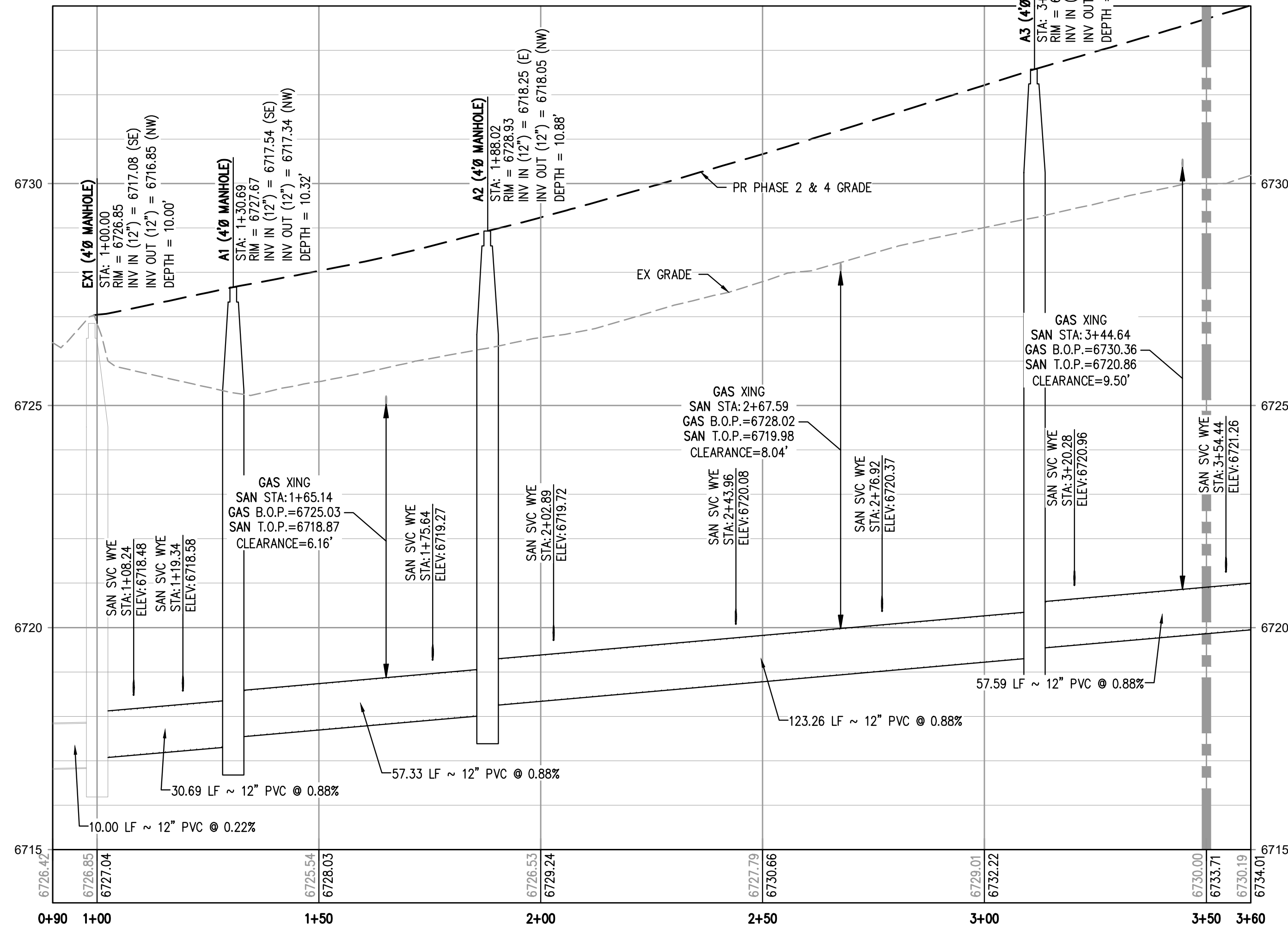
EC4

7 OF 38

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SANITARY LINE A PLAN
SCALE: 1" = 20'

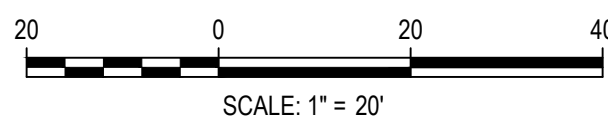


SANITARY LINE A PROFILE

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

GENERAL SANITARY NOTES:

1. THE CONTRACTOR SHALL NOTIFY COLORADO 811 PRIOR TO EXCAVATION, IN ACCORDANCE WITH COLORADO STATE STATUTES.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE, AS SUPPLIED BY THE UTILITY OWNERS. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VERIFY EXISTENCE, SIZE, AND LOCATION OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY HARRIS KOCHER SMITH OF ANY DISCREPANCIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND FACILITIES.
3. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION.
4. PIPE LENGTHS ARE MEASURED FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. ALL COORDINATES ARE AT THE CENTER OF THE STRUCTURE UNLESS OTHERWISE INDICATED.
5. ALL WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY THE UTILITY PROVIDER'S REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN THERE IS A LACK OF ADHERENCE TO STANDARD CONSTRUCTION PRACTICES.
6. MAINTAIN A MINIMUM OF TEN FEET OF HORIZONTAL SEPARATION BETWEEN ALL SANITARY SEWER AND DOMESTIC WATER MAINS AND SERVICES IN ACCORDANCE WITH STATE OF COLORADO AND JURISDICTIONAL UTILITY PROVIDER SPECIFICATIONS.
7. FOR ALL NON-CONCENTRIC MANHOLES, MANHOLE RINGS/COVERS AND STEPS LIDS SHALL BE ROTATED AS SHOWN IN PLAN VIEW.
8. CONTRACTOR SHALL ADJUST ALL EXISTING RIM ELEVATIONS TO MATCH THE PROPOSED GRADE. RIM ELEVATIONS OF PROPOSED MANHOLES WITHIN THE EXTENTS OF LAND DISTURBANCE OF HAYMEADOW PHASE 2 & 4 SHALL BE ADJUSTED TO FINAL GRADE AS SHOWN ON THE PLANS.
9. THE CONTRACTOR IS RESPONSIBLE FOR:
 - a. OBTAINING ALL APPLICABLE LICENSES, BONDS, PERMITS, STANDARDS AND SPECIFICATIONS FOR SEWER MAIN INSTALLATION.
 - b. VERIFYING THE LOCATION AND DEPTH OF EXISTING UTILITIES AND NOTIFYING THE ENGINEER OF ANY DISCREPANCIES.
 - c. RESTORING ALL DISTURBED AREAS TO ORIGINAL CONDITION, OR AS INDICATED ON THE PLANS.
10. REFER TO SHEET C1 FOR TOWN OF EAGLE STANDARD DETAIL DRAWING INDEX.
11. ALL SANITARY SERVICES SHALL CONNECT TO THE MAIN VIA WYE FITTING PER TOWN OF EAGLE STANDARD DRAWING A4 AND RUN UP AT 2% TO 5' PAST THE RIGHT-OF-WAY.



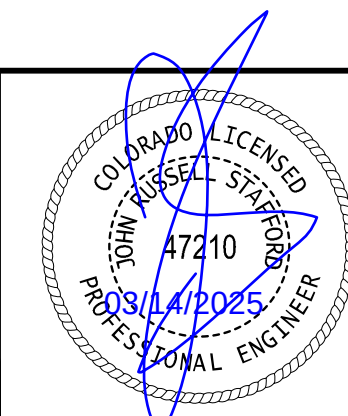
DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
SANITARY PLAN & PROFILE - LINE A

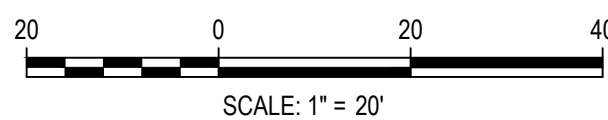


PROJECT #: 240804
SHEET NUMBER
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9 OF 38

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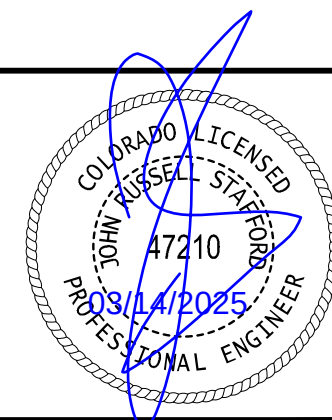
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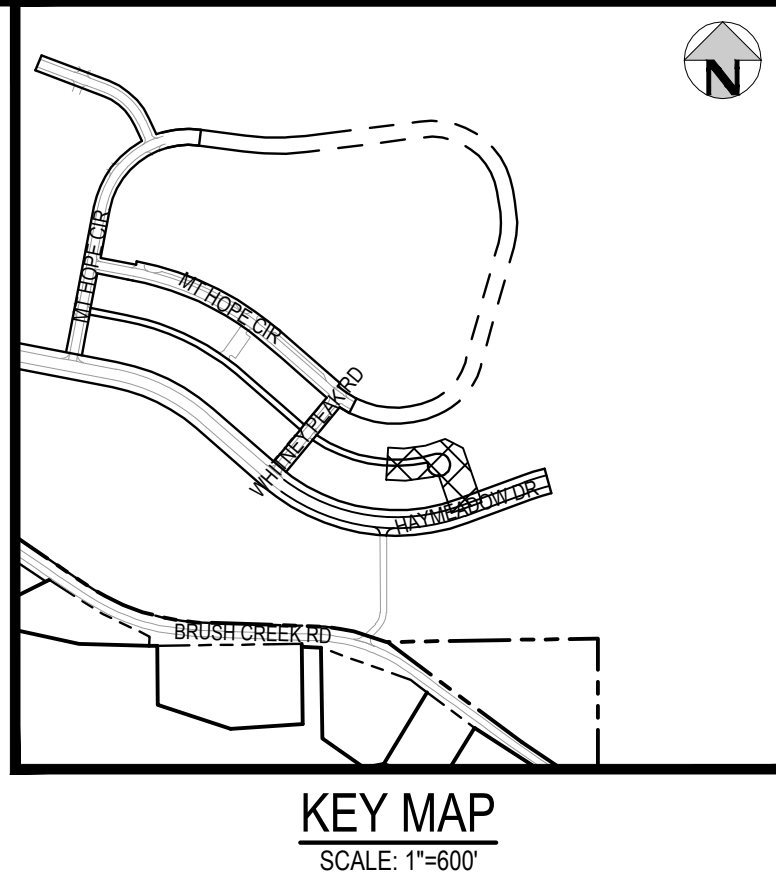
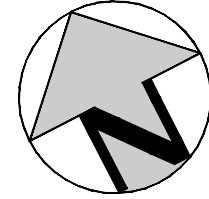
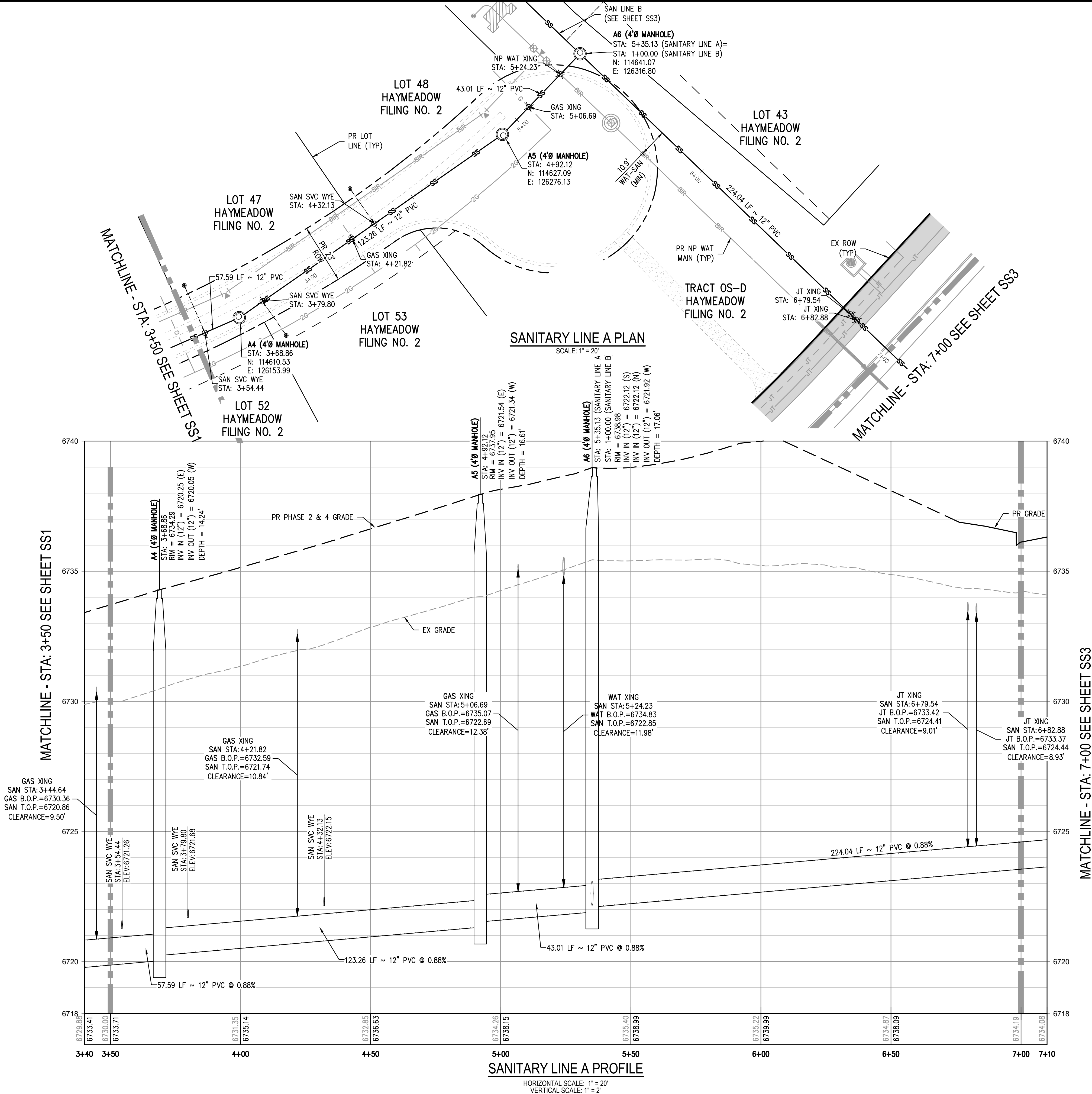


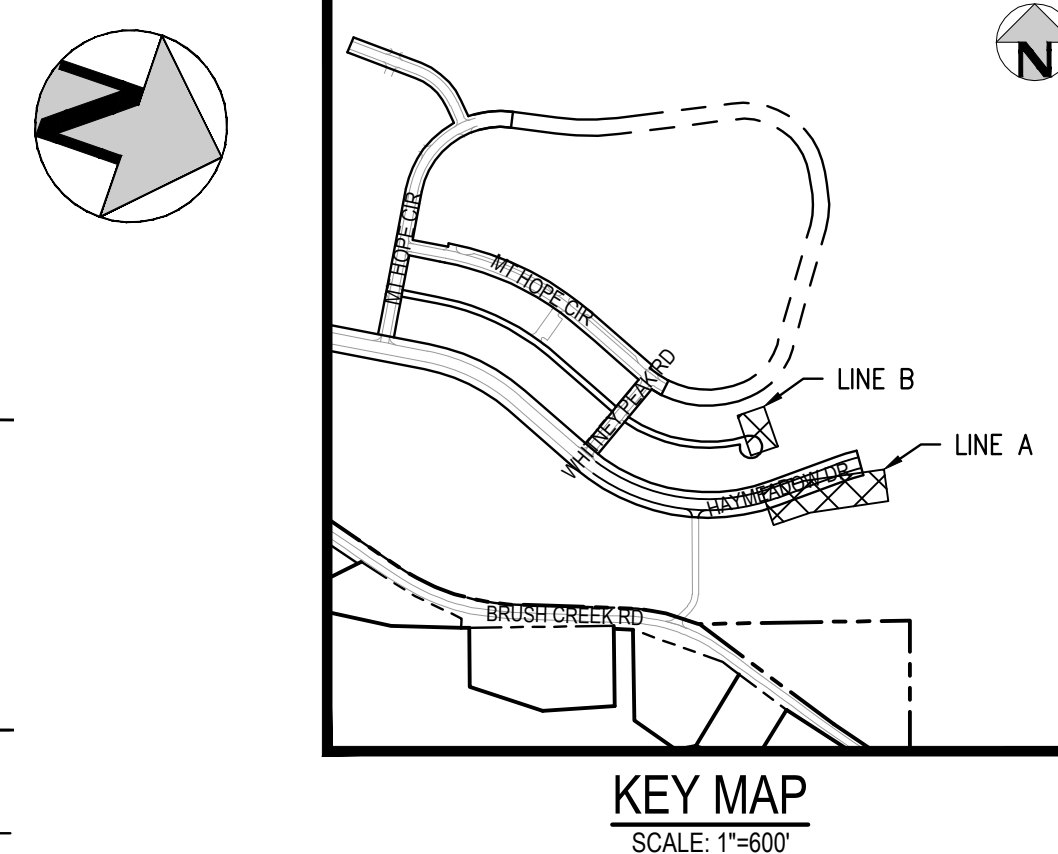
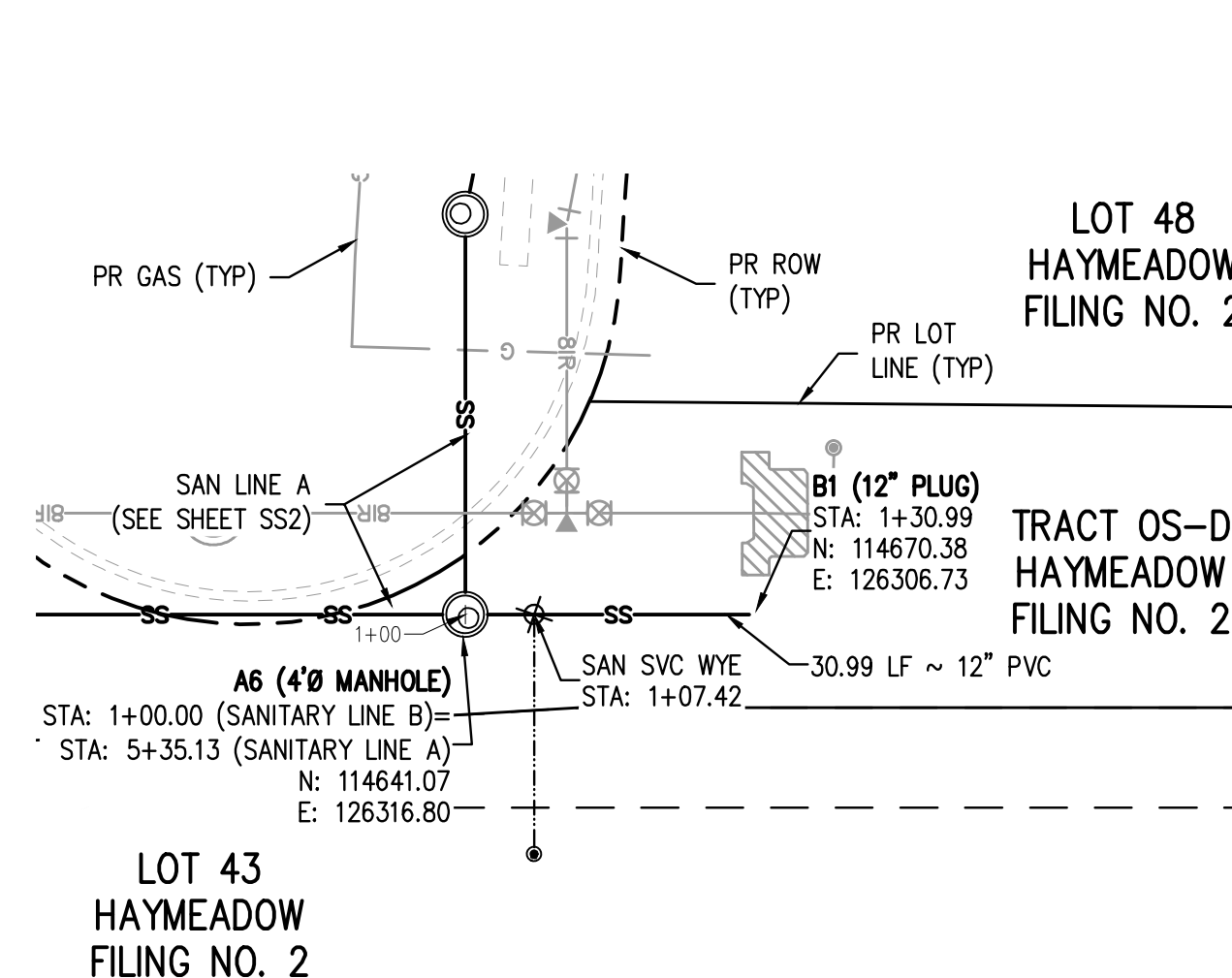
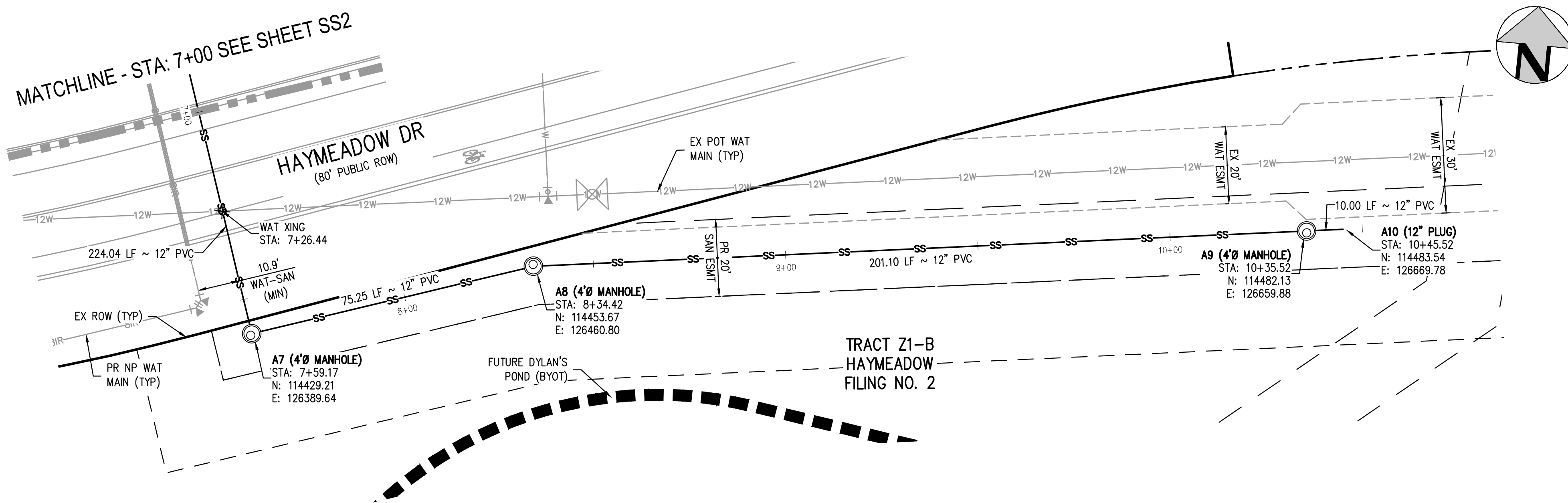
ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
SANITARY PLAN & PROFILE - LINE A

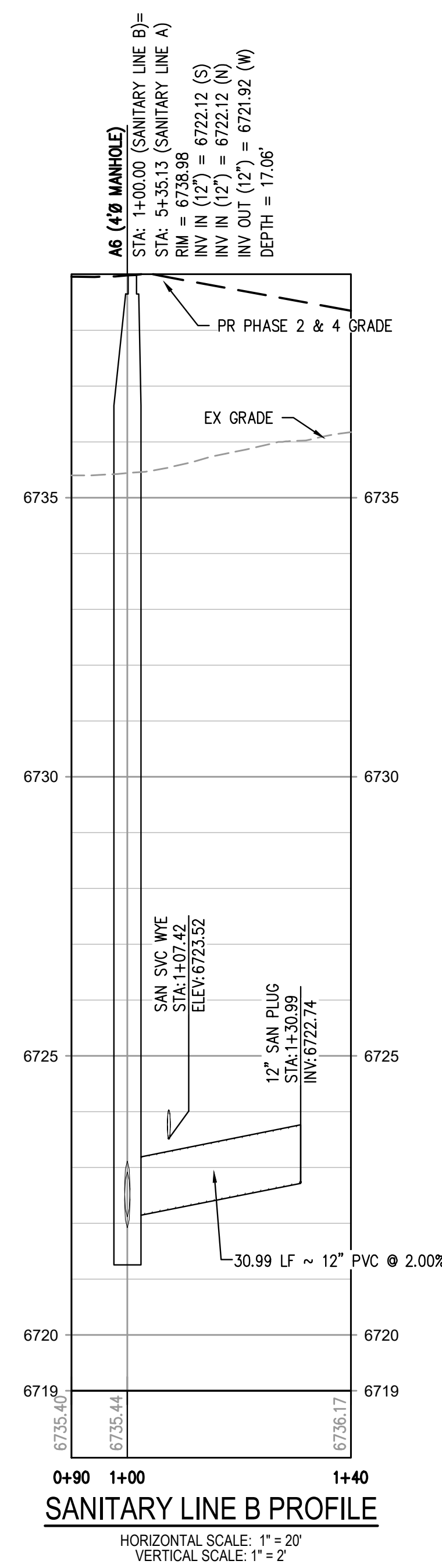
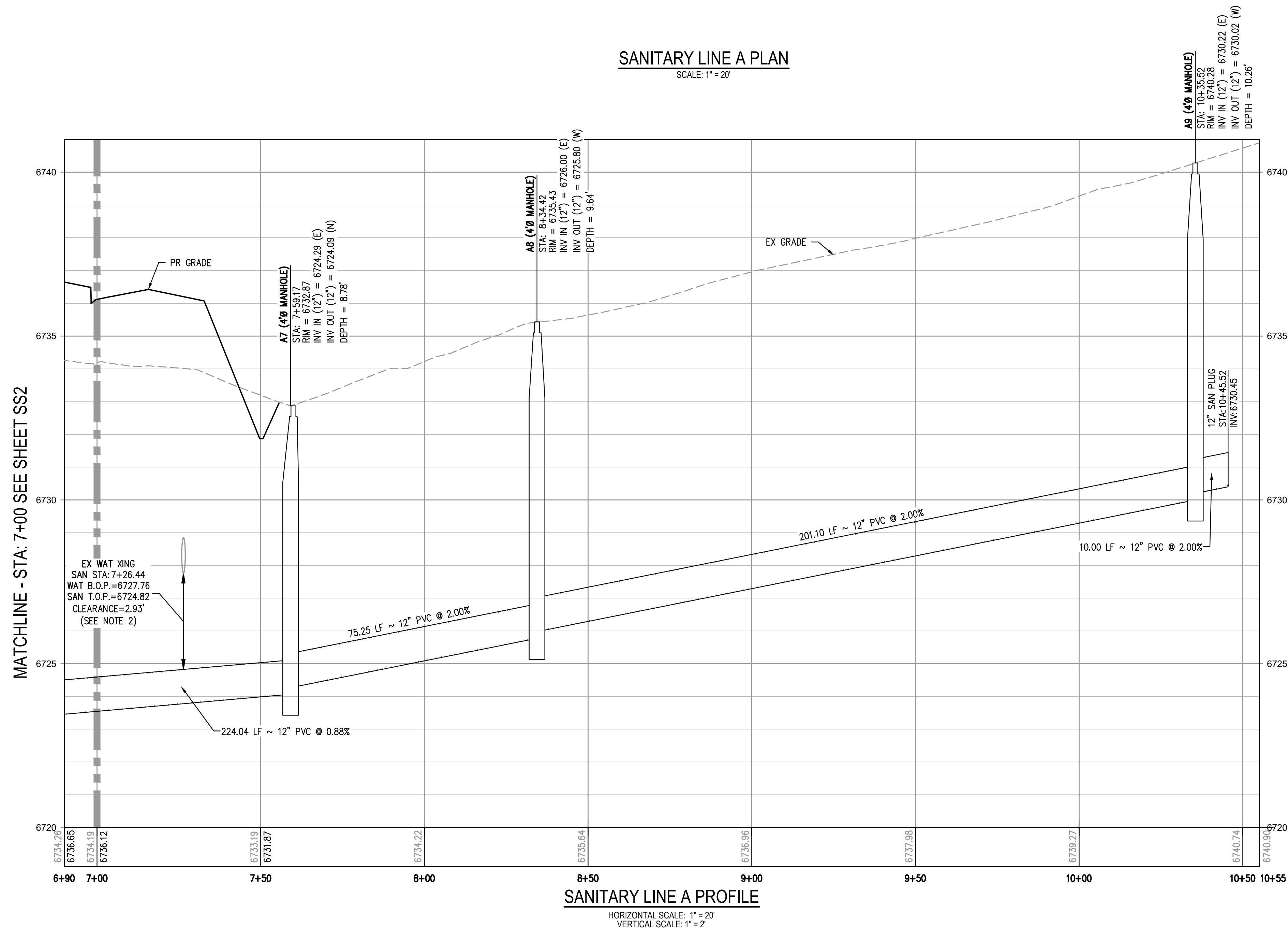


PROJECT #: 240804
SHEET NUMBER
SS2
10 OF 38





SANITARY LINE B PLAN
SCALE: 1" = 20'

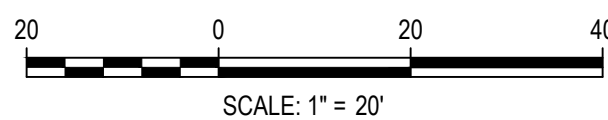


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 - c. RESTORING ALL DISTURBED AREAS TO ORIGINAL CONDITION, OR AS INDICATED ON THE PLANS.
10. REFER TO SHEET C1 FOR TOWN OF EAGLE STANDARD DETAIL DRAWING INDEX.
11. ALL SANITARY SERVICES SHALL CONNECT TO THE MAIN VIA WYE FITTING PER TOWN OF EAGLE STANDARD DRAWING A4 AND RUN UP AT 2% TO 5' PAST THE RIGHT-OF-WAY.



Know what's below.
Call before you dig.



DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024	
DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS

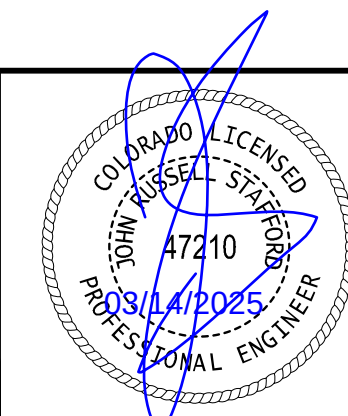


1120 Lincoln Street, Suite 1000
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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1

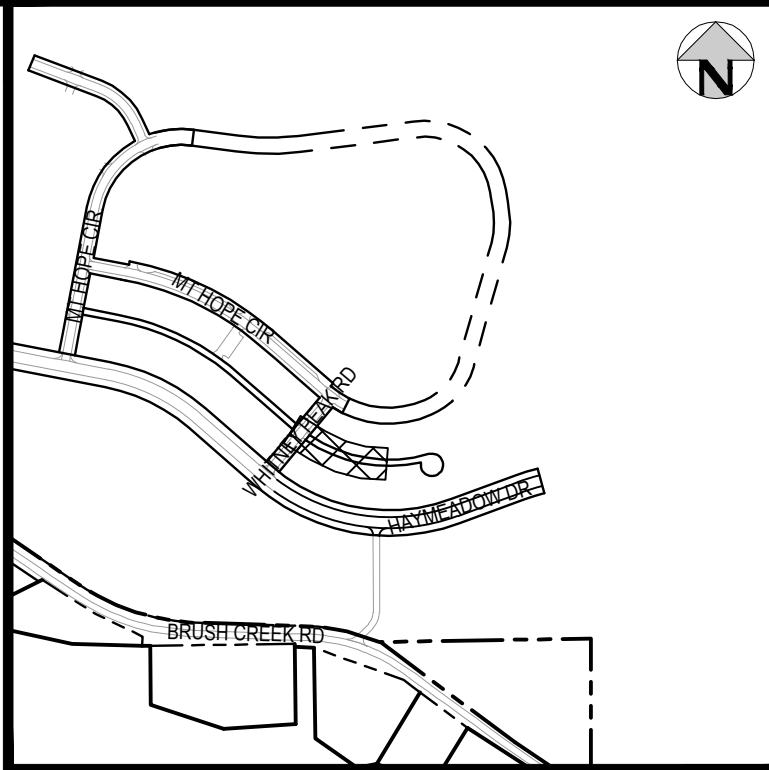
SANITARY PLAN & PROFILE - LINES A & B



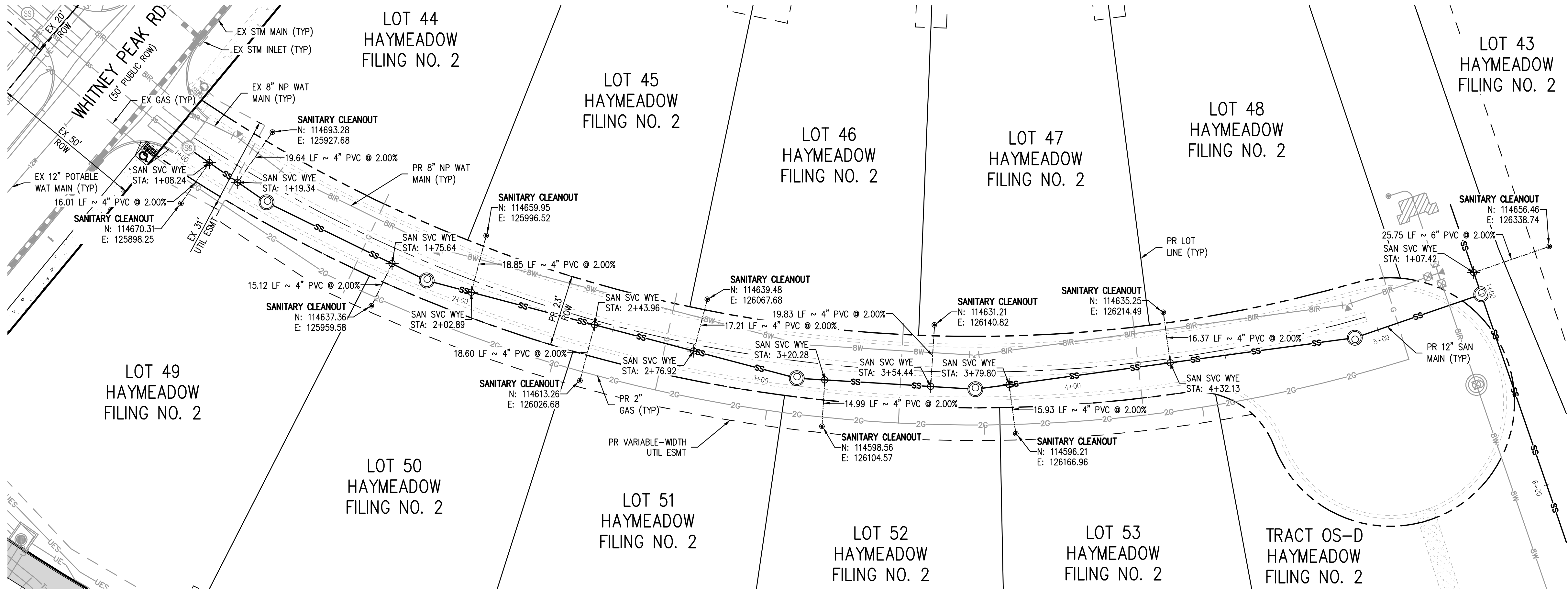
PROJECT #:	240804
SHEET NUMBER	

SS3

11 OF 38

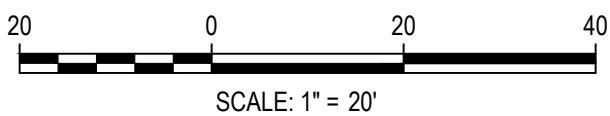


KEY MAP
SCALE: 1"=600'



SANITARY SERVICE TABLE						
LOT SERVICE	SVC STA @ MAIN	SVC INV @ MAIN	INV @ CLEANOUT	LENGTH (FT)	SLOPE (%)	SIZE (DIA. IN.)
LOT 49	1+08.24	6718.48	6718.80	16.01	2.00	4"
LOT 44	1+19.34	6718.58	6718.97	19.64	2.00	4"
LOT 50	1+75.64	6719.27	6719.58	15.12	2.00	4"
LOT 45	2+02.89	6719.72	6720.09	18.85	2.00	4"
LOT 51	2+43.96	6720.08	6720.45	18.60	2.00	4"
LOT 46	2+76.92	6720.37	6720.71	17.21	2.00	4"
LOT 52	3+20.28	6720.96	6721.25	14.99	2.00	4"
LOT 47	3+54.44	6721.26	6721.65	19.83	2.00	4"
LOT 53	3+79.80	6721.68	6722.00	15.93	2.00	4"
LOT 48	4+32.13	6722.14	6722.47	16.37	2.00	4"
LOT 43	1+07.42	6723.52	6724.03	25.75	2.00	6"

- GENERAL SANITARY NOTES:**
- THE CONTRACTOR SHALL NOTIFY COLORADO 811 PRIOR TO EXCAVATION, IN ACCORDANCE WITH COLORADO STATE STATUTES.
 - THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE. AS SUPPLIED BY THE UTILITY OWNERS. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VERIFY EXISTENCE, SIZE, AND LOCATION OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY HARRIS KOCHER SMITH OF ANY DISCREPANCIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND FACILITIES.
 - LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION.
 - PIPE LENGTHS ARE MEASURED FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. ALL COORDINATES ARE AT THE CENTER OF THE STRUCTURE UNLESS OTHERWISE INDICATED.
 - ALL WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY THE UTILITY PROVIDER'S REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN THERE IS A LACK OF ADHERENCE TO STANDARD CONSTRUCTION PRACTICES.
 - MAINTAIN A MINIMUM OF TEN FEET OF HORIZONTAL SEPARATION BETWEEN ALL SANITARY SEWER AND DOMESTIC WATER MAINS AND SERVICES IN ACCORDANCE WITH STATE OF COLORADO AND JURISDICTIONAL UTILITY PROVIDER SPECIFICATIONS.
 - FOR ALL NON-CONCENTRIC MANHOLES, MANHOLE RINGS/COVERS AND STEPS LIDS SHALL BE ROTATED AS SHOWN IN PLAN VIEW.
 - CONTRACTOR SHALL ADJUST ALL EXISTING RIM ELEVATIONS TO MATCH THE PROPOSED GRADE.
 - THE CONTRACTOR IS RESPONSIBLE FOR:
 - OBTAINING ALL APPLICABLE LICENSES, BONDS, PERMITS, STANDARDS AND SPECIFICATIONS FOR SEWER MAIN INSTALLATION.
 - VERIFYING THE LOCATION AND DEPTH OF EXISTING UTILITIES AND NOTIFYING THE ENGINEER OF ANY DISCREPANCIES.
 - RESTORING ALL DISTURBED AREAS TO ORIGINAL CONDITION, OR AS INDICATED ON THE PLANS.
 - REFER TO SHEET C1 FOR TOWN OF EAGLE STANDARD DETAIL DRAWING INDEX.
 - ALL SANITARY SERVICES SHALL CONNECT TO THE MAIN VIA WYE FITTING PER TOWN OF EAGLE STANDARD DRAWING M4 AND RUN UP AT 2% TO 5' PAST THE RIGHT-OF-WAY.



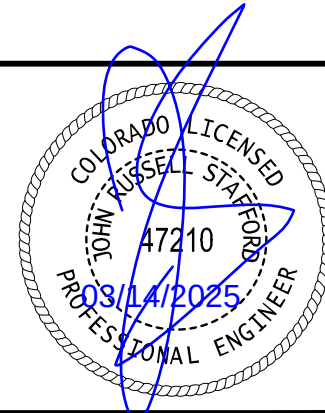
DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024	
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01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS

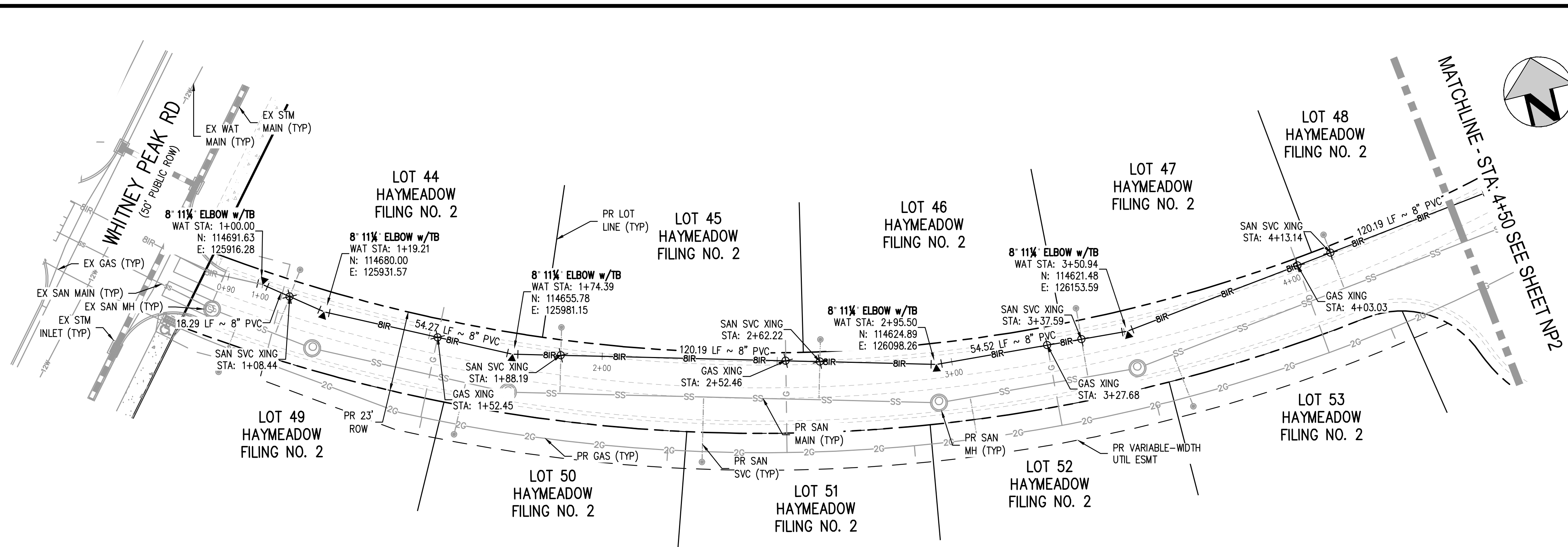


ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
SANITARY SERVICE PLAN

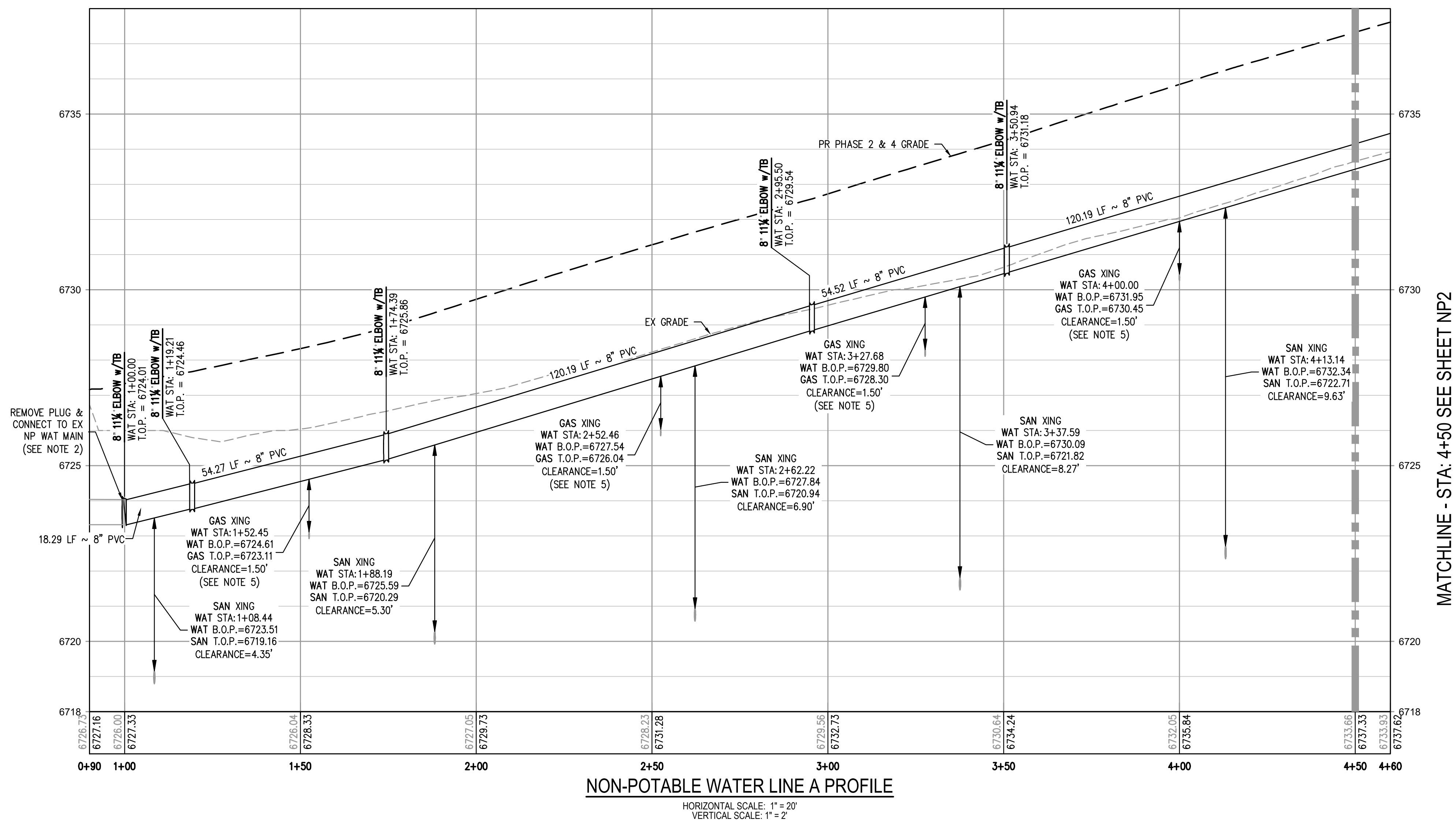


PROJECT #: 240804
SHEET NUMBER
SS4
12 OF 38



NON-POTABLE WATER LINE A PLAN

SCALE: 1" = 20'



NON-POTABLE WATER LINE A PROFILE

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

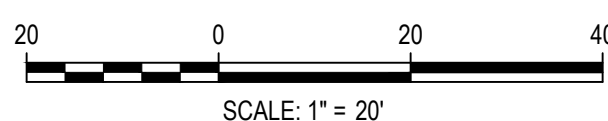
MATCHLINE - STA: 4+50 SEE SHEET NP2

GENERAL NON-POTABLE WATER NOTES:

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4. REFER TO SHEET C1 FOR TOWN OF EAGLE STANDARD DETAIL DRAWING INDEX.
5. CONTRACTOR SHALL INSTALL DRY UTILITIES (ELECTRIC, GAS AND TELECOMS) BELOW STORM SEWER AND NON-POTABLE PIPE WHERE REQUIRED TO MAINTAIN MINIMUM COVERAGE AND A MINIMUM VERTICAL CLEARANCE OF 1:5.
6. ALL IRRIGATION SYSTEM VALVES AND MANHOLES SHALL BE CLEARLY AND PROMINELY LABELED AS IRRIGATION VALVE/MANHOLE COVERS.
7. NON-POTABLE IRRIGATION SYSTEM TO BE CONSTRUCTED AND PRESSURE TESTED IN GENERAL CONFORMANCE WITH TOWN OF EAGLE POTABLE WATER STANDARDS AS DESCRIBED IN THE SPECIFICATIONS AND STANDARD DETAILS CONTAINED IN THE TOWN'S PUBLIC WORK MANUAL, JANUARY 2018 EXCEPT AS MODIFIED HEREIN.
8. DISINFECTION NOT REQUIRED.
9. PIPE BEHIND TO BE CLASS A AGGREGATE BASE COURSE COMPACTED TO 95% MODIFIED PROCTOR DENSITY. REFER TO TRENCH DETAIL A2 IN THE TOWN OF EAGLE PUBLIC WORKS MANUAL.
10. MINIMUM DEPTH OF COVER TO BE 3'.
11. TEST PRESSURE SHALL BE 120 PSI AT THE LOWEST POINT IN THE SYSTEM.
12. ALL FITTINGS, TEES AND VALVES TO HAVE MECHANICAL RESTRAINTS IN ADDITION TO THRUST BLOCKS.
13. IRRIGATION MAINS TO BE C900 PVC.
14. FITTINGS AND TEES TO BE PUSH-ON OR MJ DUCTILE IRON MEETING OR EXCEEDING:
MATERIALS: AWWA C-11
JOINTS: AWWA C-111
GASKETS: ASTM F-477
COATING: AWWA C-163
ACCEPTABLE MANUFACTURER HARCO OR EQUAL.
15. MECHANICAL RESTRAINTS BY HARCO, EBAA IRON OR EQUAL AND PER APPROVED SUBMITTALS.
16. ISOLATION DRAIN AND GATE VALVES AS MANUFACTURED BY MUELLER (MJXMJ 2361-23) OR EQUAL.
17. CAST IRON VALVE BOXES TO BE CASTING CI-500 OR CI-550 OR APPROVED EQUAL.
18. ALL TRENCHING AND BACKFILL TO BE IN CONFORMANCE WITH PROJECT GEOTECHNICAL REPORTS DATED AUGUST 14TH 2013 AND JANUARY 15TH 2025.
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20. NON-POTABLE IRRIGATION SYSTEM TO BE INSTALLED WITH LOCATABLE TRACER WIRE.



Know what's below.
Call before you dig.



DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024	
DATE	REVISION COMMENTS
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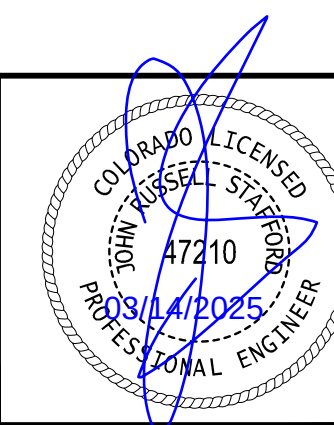


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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1

NON-POTABLE WATER PLAN & PROFILE - LINE A

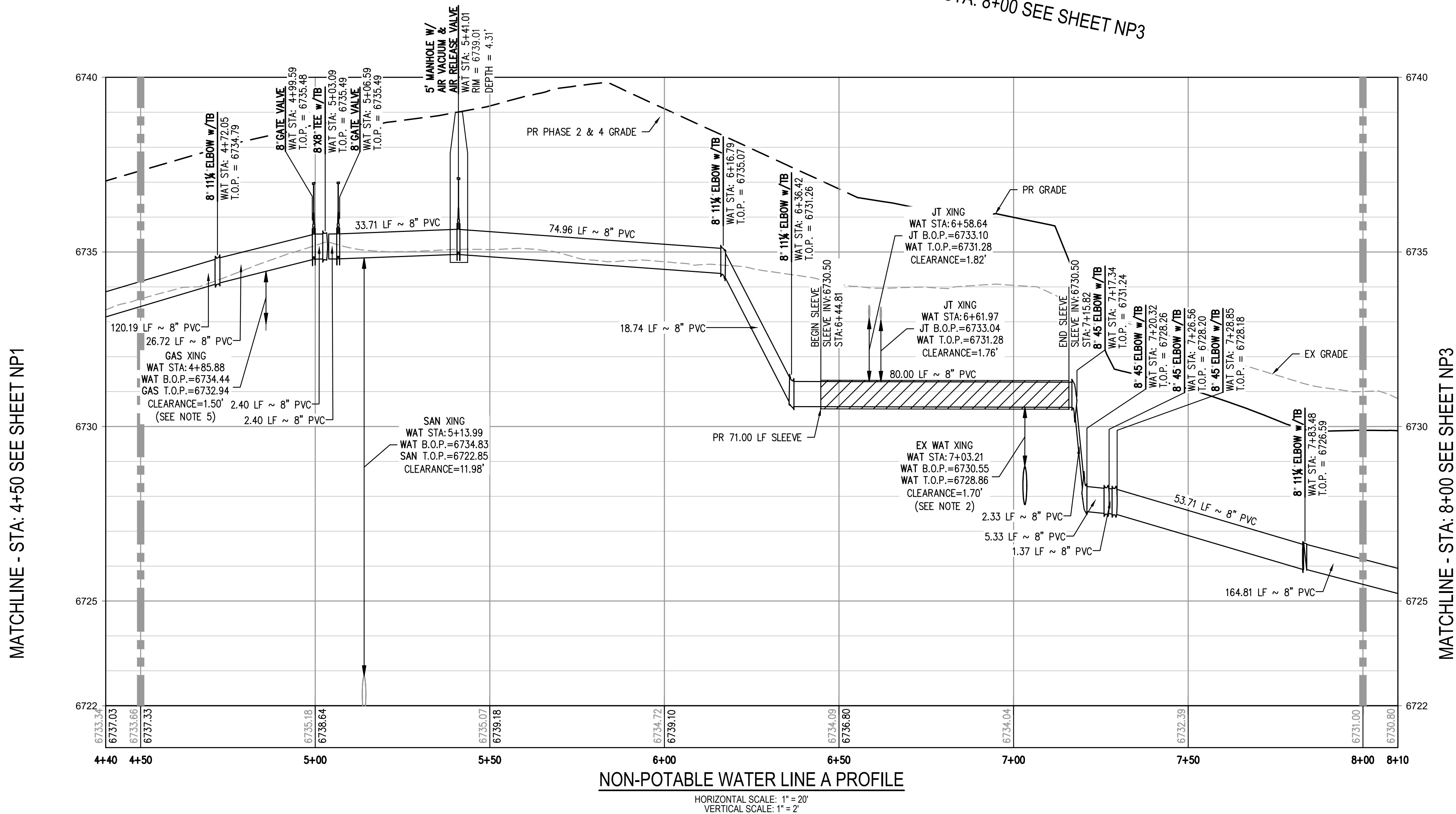
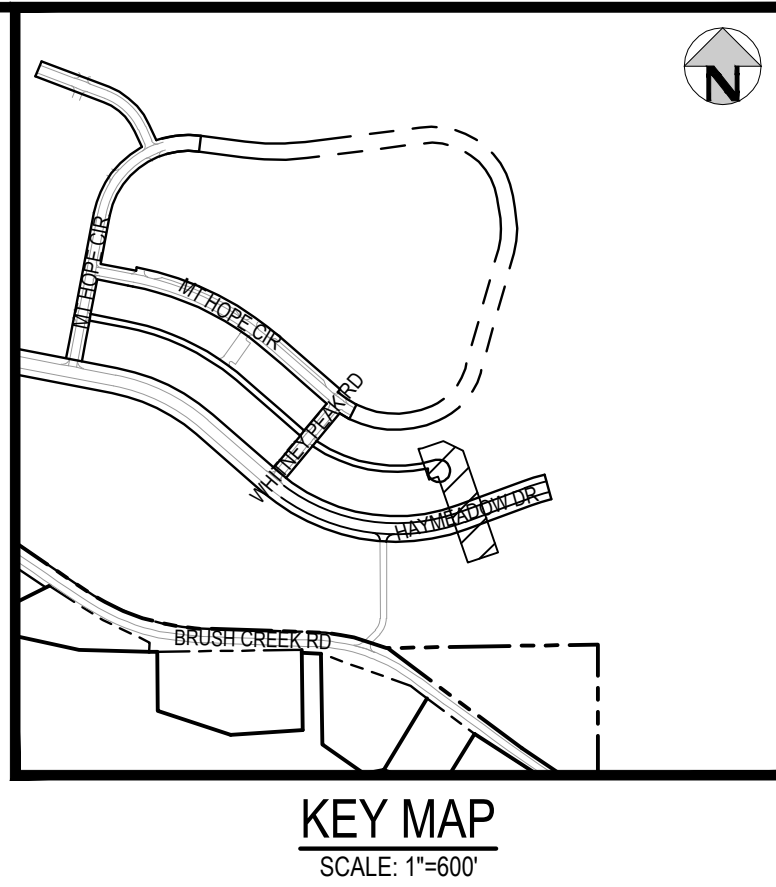
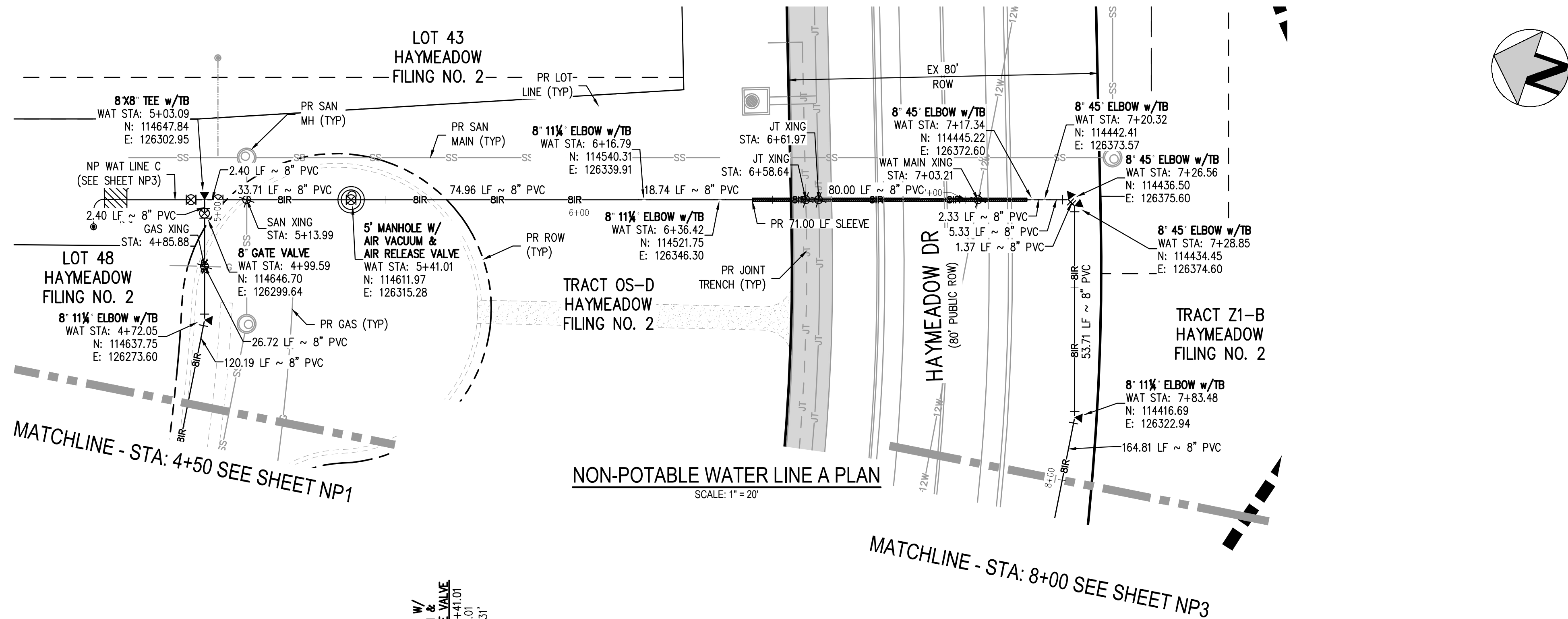


PROJECT #:	240804
SHEET NUMBER	

NP4

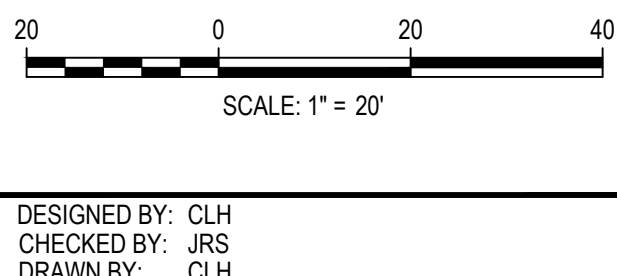
13 OF 35

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



- GENERAL NON-POTABLE WATER NOTES:**
1. THE CONTRACTOR SHALL NOTIFY COLORADO 811 PRIOR TO EXCAVATION, IN ACCORDANCE WITH COLORADO STATE STATUTES.
 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE, AS SUPPLIED BY THE UTILITY OWNERS. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VERIFY EXISTENCE, SIZE, AND LOCATION OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY HARRIS KOCHER SMITH OF ANY DISCREPANCIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND FACILITIES.
 3. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION.
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 5. CONTRACTOR SHALL INSTALL DRY UTILITIES (ELECTRIC, GAS AND TELECOMS) BELOW STORM SEWER AND NON-POTABLE PIPE WHERE REQUIRED TO MAINTAIN MINIMUM COVERAGE AND A MINIMUM VERTICAL CLEARANCE OF 1.5'.
 6. ALL IRRIGATION SYSTEM VALVES AND MANHOLES SHALL BE CLEARLY AND PERMANENTLY LABELED AS IRRIGATION VALVE/MANHOLE COVERS.
 7. NON-POTABLE IRRIGATION SYSTEM TO BE CONSTRUCTED AND PRESSURE TESTED IN GENERAL CONFORMANCE WITH TOWN OF EAGLE POTABLE WATER STANDARDS AS DESCRIBED IN THE SPECIFICATIONS AND STANDARD DETAILS CONTAINED IN THE TOWN'S PUBLIC WORKS MANUAL, JANUARY 2018 EXCEPT AS MODIFIED HEREIN.
 8. DISINFECTION NOT REQUIRED.
 9. PIPE BEDDING TO BE CLASS 6 AGGREGATE BASE COURSE COMPACTED TO 95% MODIFIED PROCTOR DENSITY. REFER TO TRENCH DETAIL A2 IN THE TOWN OF EAGLE PUBLIC WORKS MANUAL.
 10. MINIMUM DEPTH OF COVER TO BE 3'.
 11. TEST PRESSURE SHALL BE 120 PSI AT THE LOWEST POINT IN THE SYSTEM.
 12. ALL FITTINGS, TEES AND VALVES TO HAVE MECHANICAL RESTRAINTS IN ADDITION TO THRUST BLOCKS.
 13. IRRIGATION MAINS TO BE C900 PVC.
 14. FITTINGS AND TEES TO BE PUSH-ON OR MJ DUCTILE IRON MEETING OR EXCEEDING: MATERIALS: AWWA C-111 JOINTS: AWWA C-111 GASKETS: ASTM F-477 COATING: AWWA C-153 ACCEPTABLE MANUFACTURER HARCO OR EQUAL.
 15. MECHANICAL RESTRAINTS BY HARCO, EBAA IRON OR EQUAL AND PER APPROVED SUBMITTALS.
 16. ISOLATION DRAIN AND GATE VALVES AS MANUFACTURED BY MUELLER (MIXMJ 2361-23) OR EQUAL.
 17. CAST IRON VALVE BOXES TO BE CASTING CI-500 OR CI-550 OR APPROVED EQUAL.
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 20. NON-POTABLE IRRIGATION SYSTEM TO BE INSTALLED WITH LOCATABLE TRACER WIRE.

FILE PATH: P:\2024\240804\ENGINEERING\OUTLINES\WATER\CD - WATER P&P.DWG LAYOUT - LAYOUT (3).DWG
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PLOTTER: HP DesignJet T1200
PLOT SCALE: 1"=20'
PLOTTER: HP DesignJet T1200
PLOT SCALE: 1"=20'
PLOTTER: HP DesignJet T1200
PLOT SCALE: 1"=20'

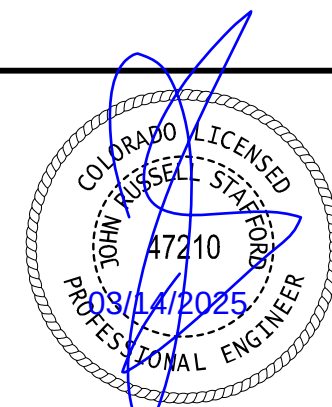


ISSUE DATE: 10-07-2024	
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12-04-2024	BID SET
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03-14-2025	100% CONSTRUCTION DRAWINGS

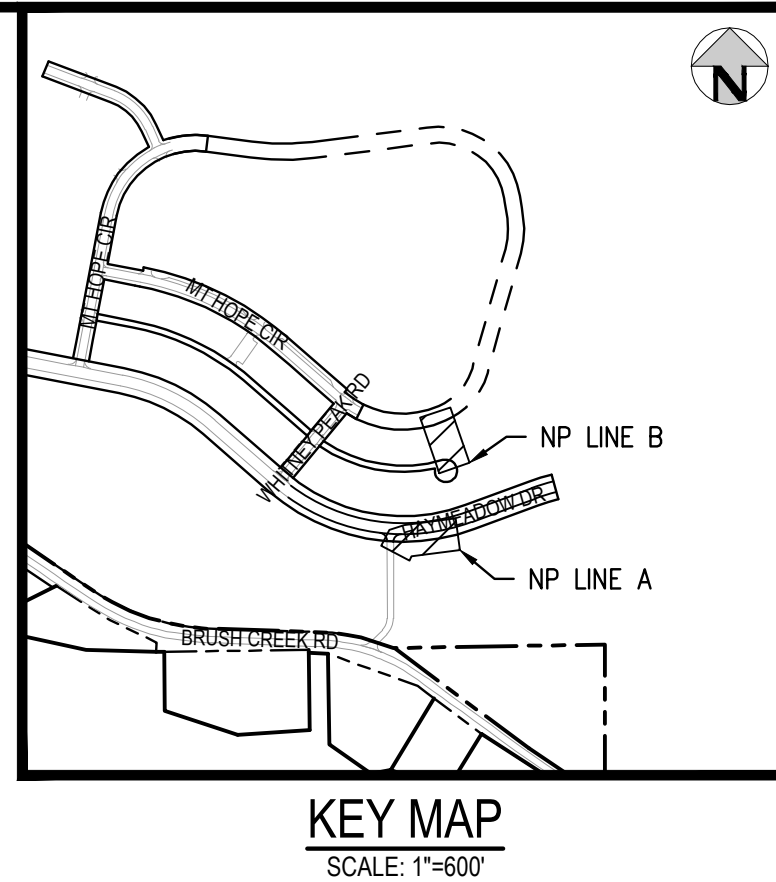


ABRIKA PROPERTIES

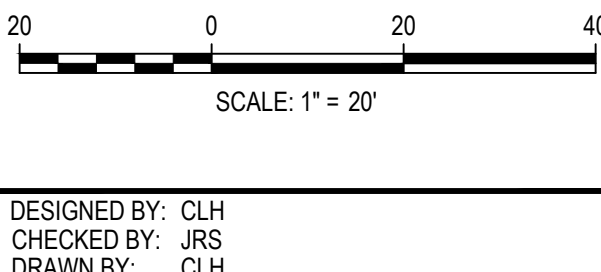
HAYMEADOW - PHASE 1
NON-POTABLE WATER PLAN & PROFILE - LINE A



PROJECT #: 240804
SHEET NUMBER
NP2
14 OF 38



- # GENERAL NON-POTABLE WATER NOTES:
1. THE CONTRACTOR SHALL NOTIFY COLORADO 811 PRIOR TO EXCAVATION, IN ACCORDANCE WITH COLORADO STATE STATUTES.
 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE, AS SUPPLIED BY THE UTILITY OWNERS. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VERIFY EXISTENCE, SIZE, AND LOCATION OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY HARRIS KOCHER SMITH OF ANY DISCREPANCIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND FACILITIES.
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 7. NON-POTABLE IRRIGATION SYSTEM TO BE CONSTRUCTED AND PRESSURE TESTED IN GENERAL CONFORMANCE WITH TOWN OF EAGLE POTABLE WATER STANDARDS AS DESCRIBED IN THE SPECIFICATIONS AND STANDARD DETAILS CONTAINED IN THE TOWN'S PUBLIC WORK MANUAL, JANUARY 2018 EXCEPT AS MODIFIED HEREIN.
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 13. IRRIGATION MAINS TO BE C900 PVC.
 14. FITTINGS AND TEES TO BE PUSH-ON OR MJ DUCTILE IRON MEETING OR EXCEEDING MATERIALS: AWWA C-11
JOINTS: AWWA C-111
GASKETS: ASTM F-477
COATING: AWWA C-153
ACCEPTABLE MANUFACTURER HARCO OR EQUAL.
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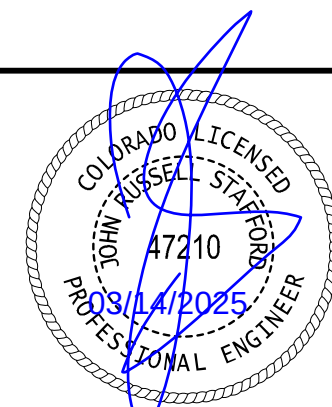
ISSUE DATE: 10-07-2024	
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03-14-2025	100% CONSTRUCTION DRAWINGS



ABRIKA PROPERTIES

HAYMEADOW - PHASE 1

NON-POTABLE WATER PLAN & PROFILE - LINES A & B



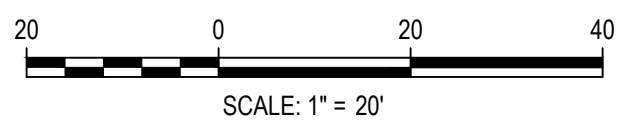
PROJECT #: 240804
SHEET NUMBER
NP3
15 OF 38

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

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5/15/24
PLOTTER: FRI 03/14/25 9:44:03A BY: COLTON HOCHHEAR



Know what's below.
Call before you dig.



DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

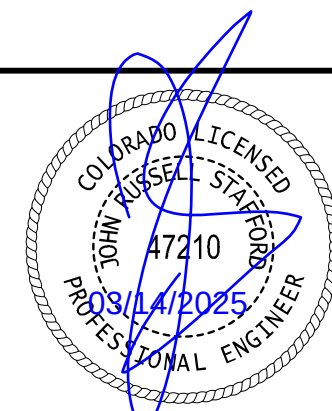
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Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ABRIKA PROPERTIES

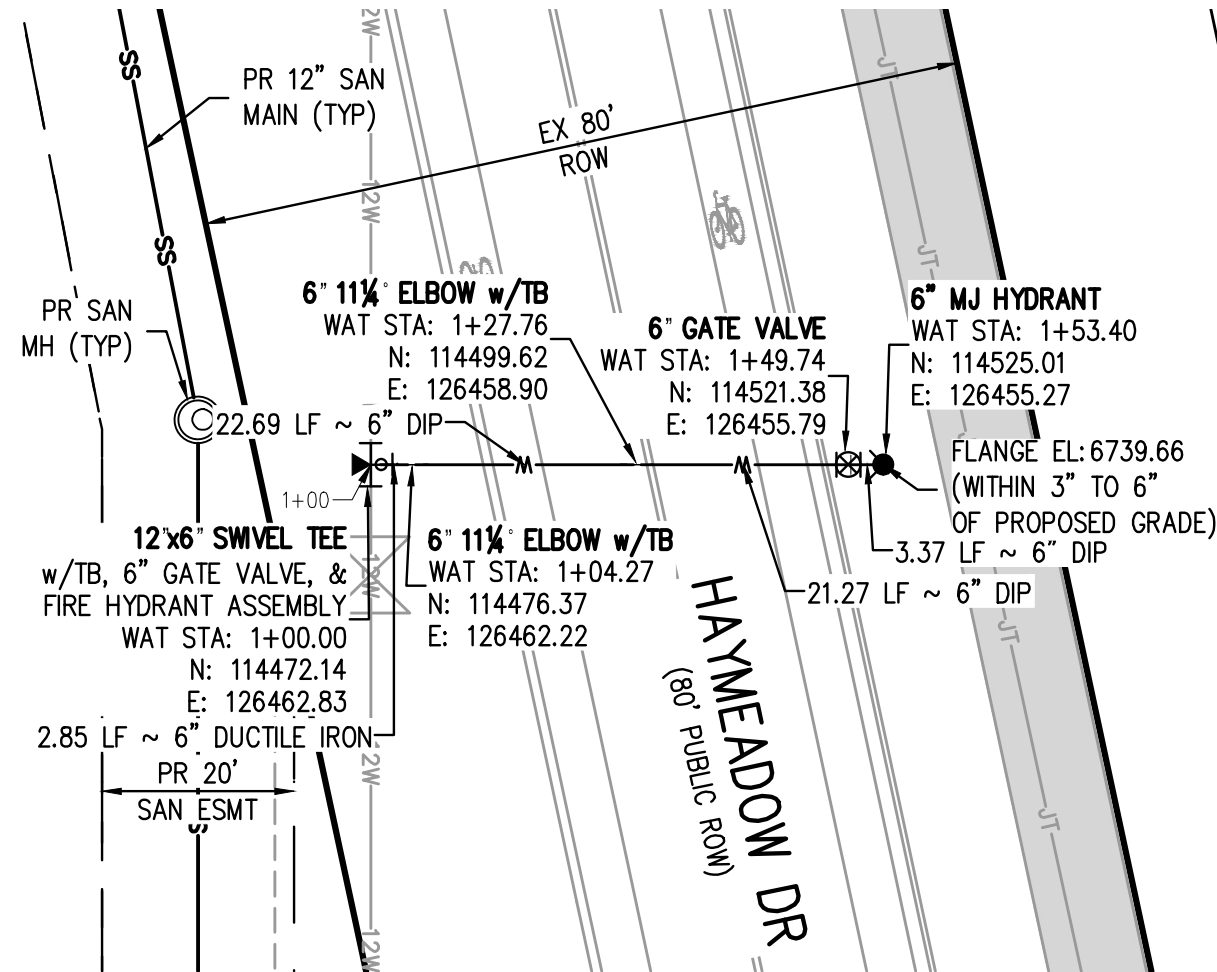
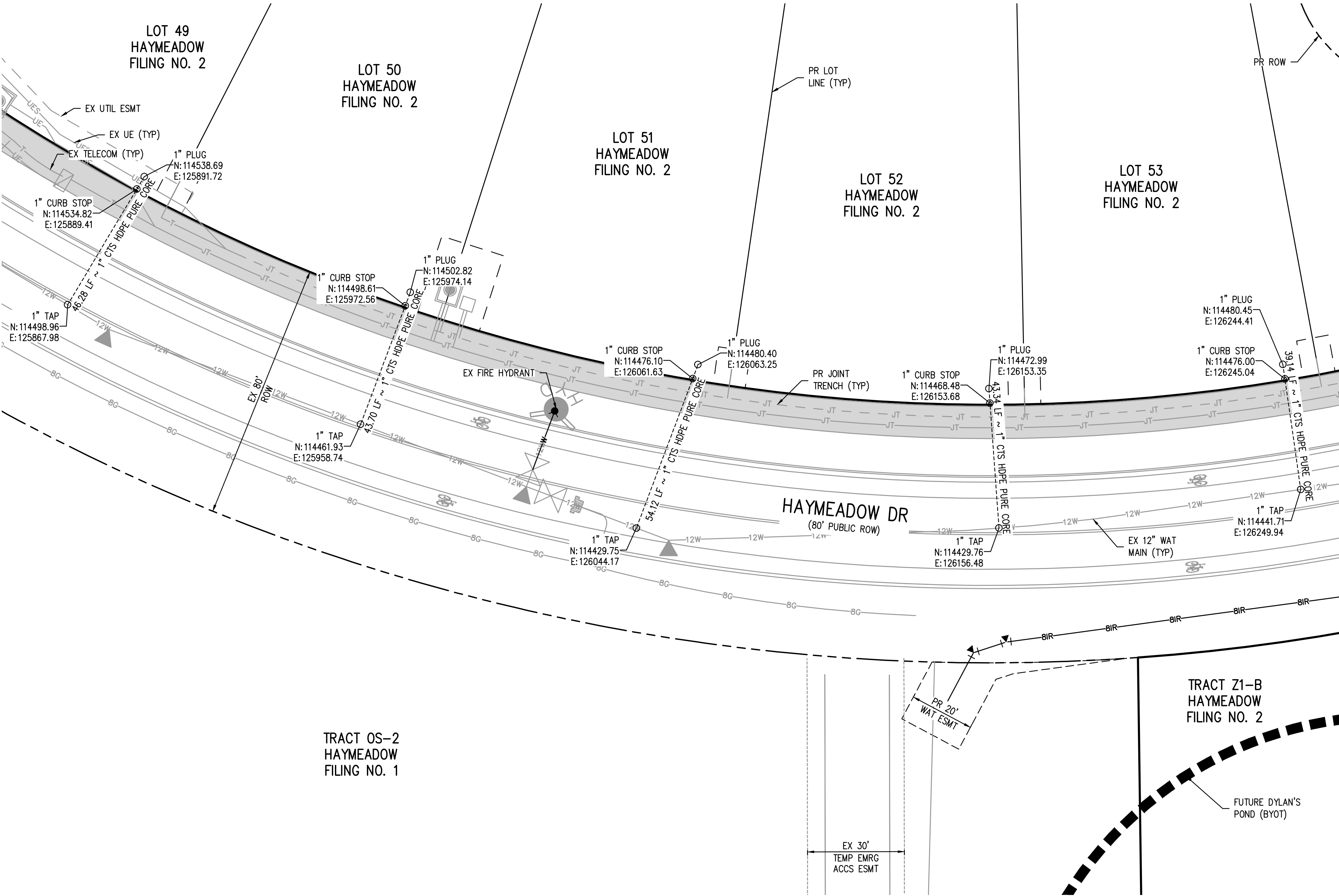
HAYMEADOW - PHASE 1
WATER SERVICE PLAN



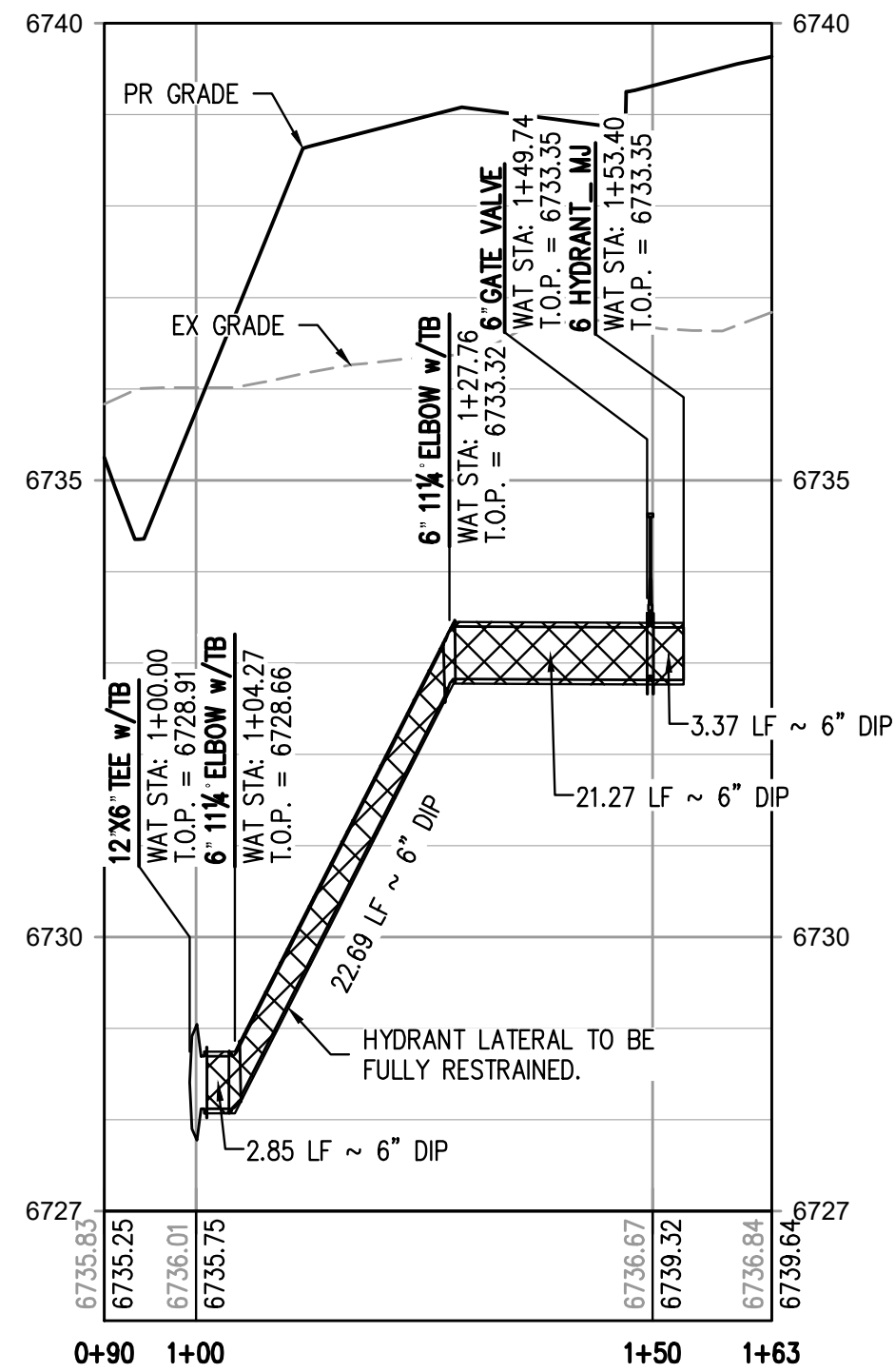
PROJECT #: 240804
SHEET NUMBER

WT1

16 OF 38



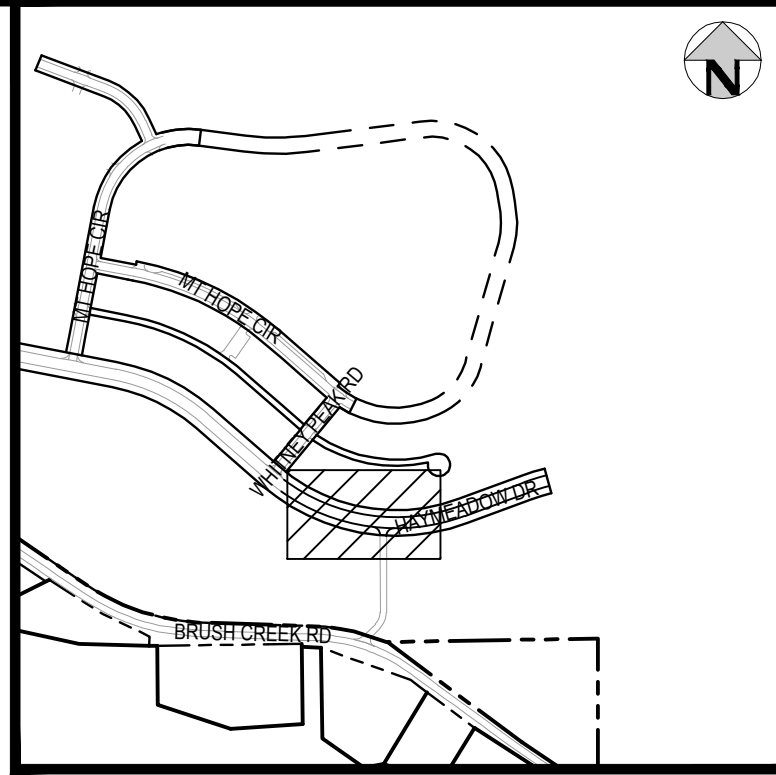
FIRE HYDRANT 1 PLAN
SCALE: 1" = 20'



FIRE HYDRANT 1 PROFILE
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

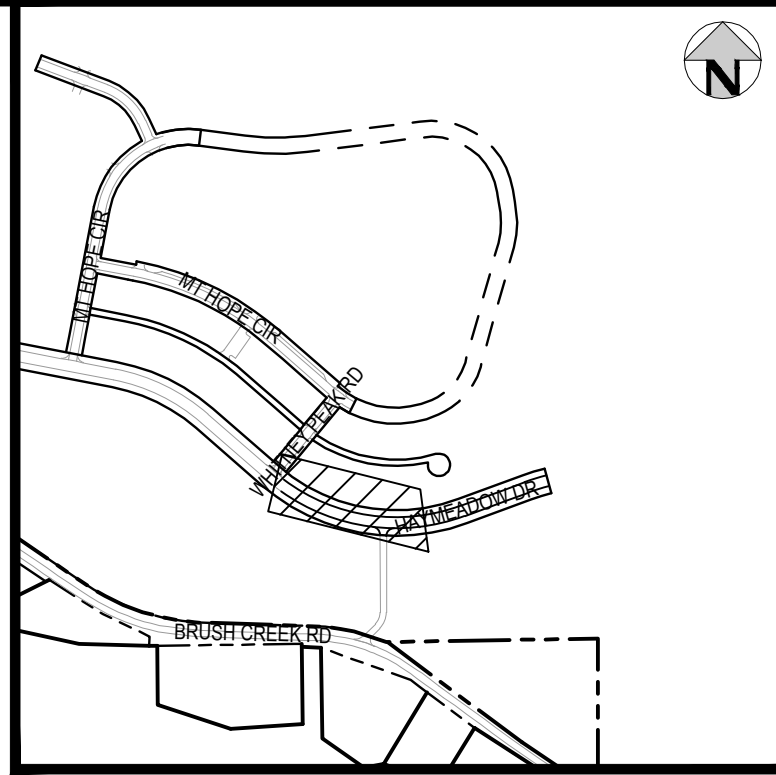
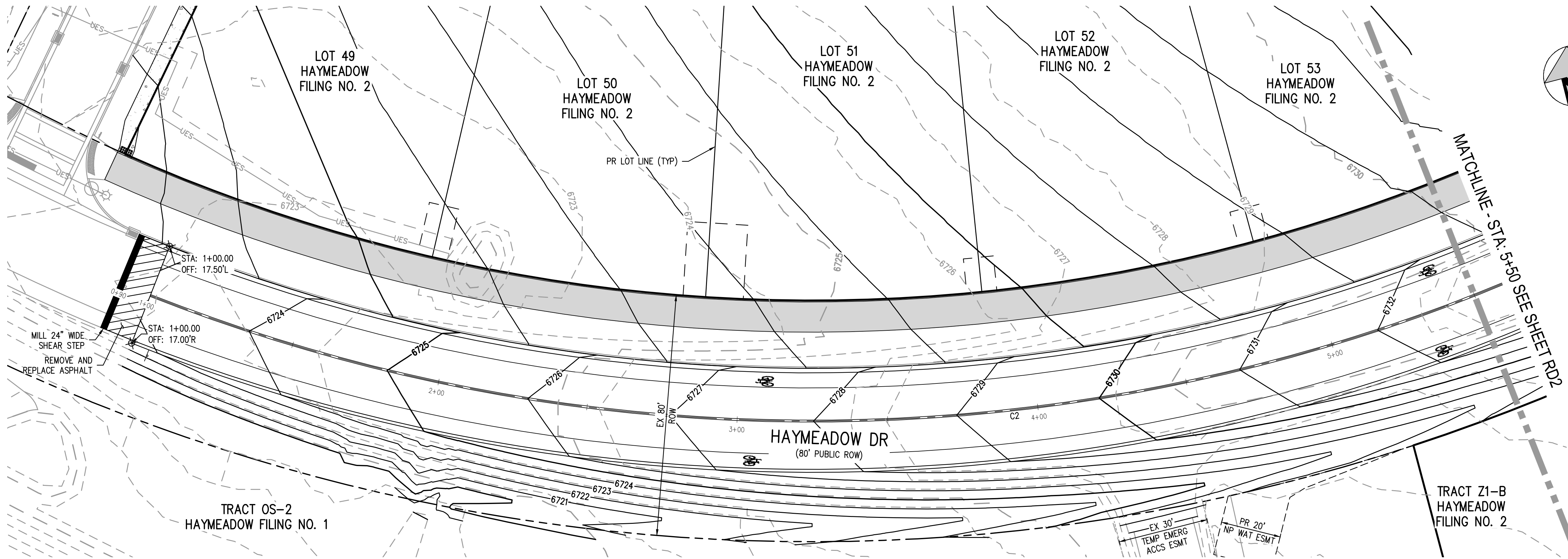
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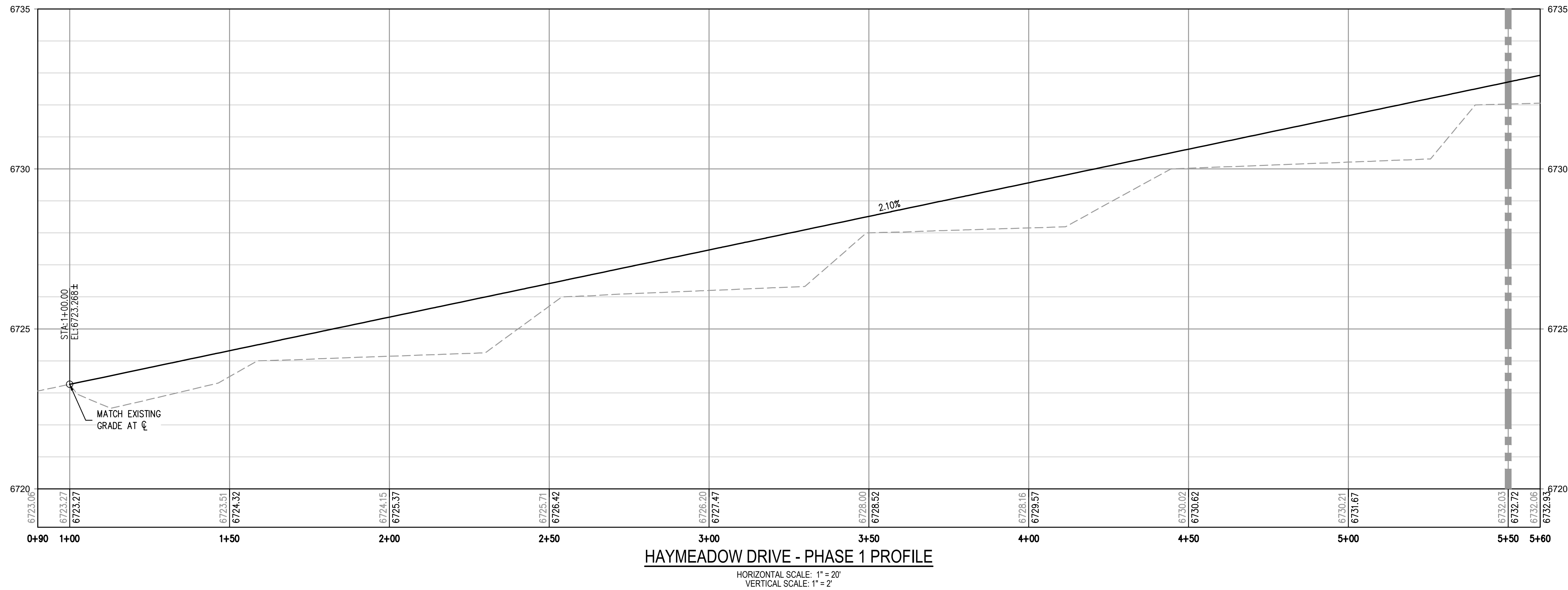


KEY MAP
SCALE: 1"=600'

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

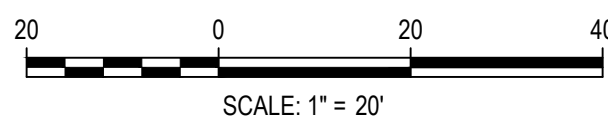


KEY MAP
SCALE: 1"=600'



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C2	584.09'	600.00'	55.78°

FILE PATH: P:\2024\240804\ENGINEERING\ROADWAY\CD - ROADWAY P&P.DWG LAYOUT LAYOUT1
PLOTTER: FRI 03/14/25 9:44:42A BY: COLTON HOCHHEAR



DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024

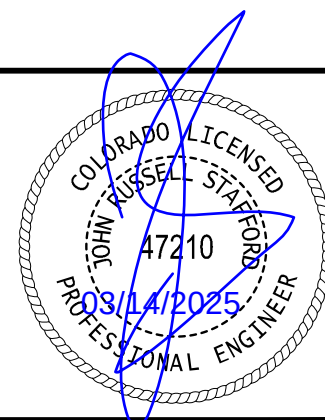
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12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
ROADWAY PLAN & PROFILE - HAYMEADOW DRIVE
STA: 1+00 - 5+50

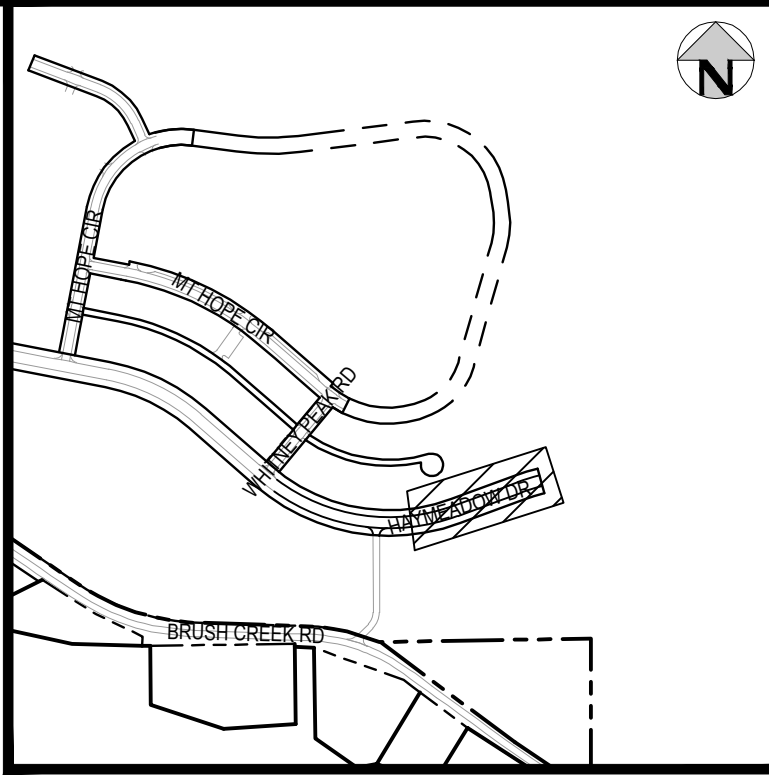
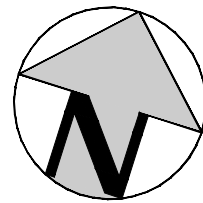
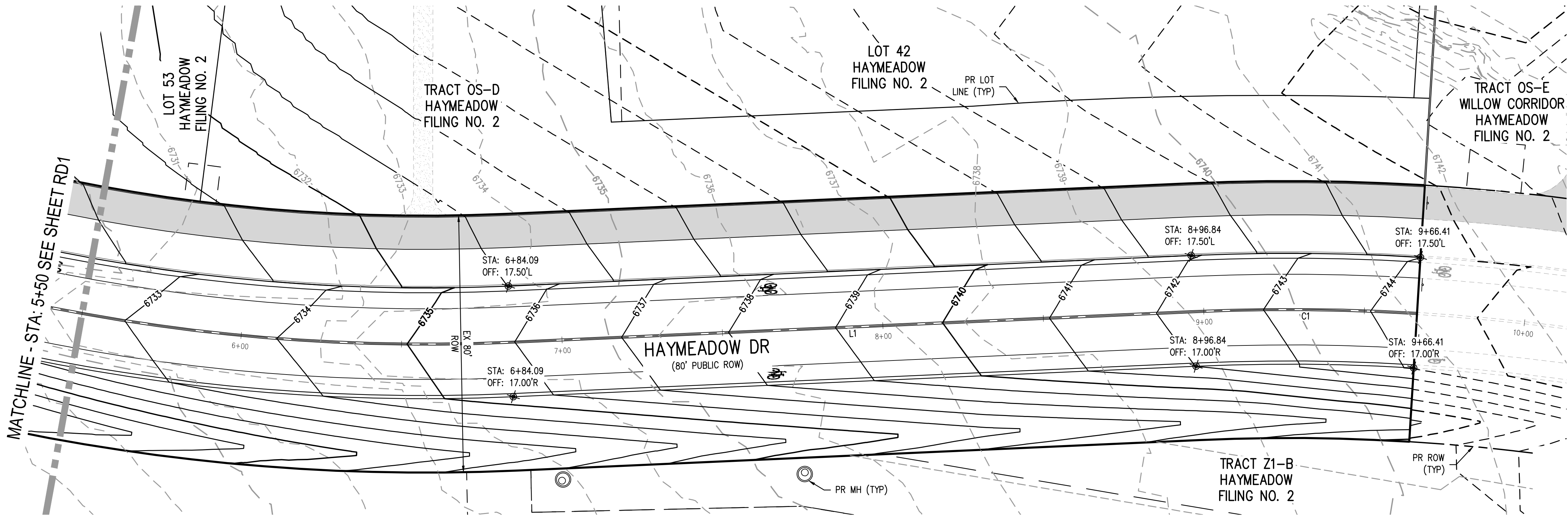


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SHEET NUMBER

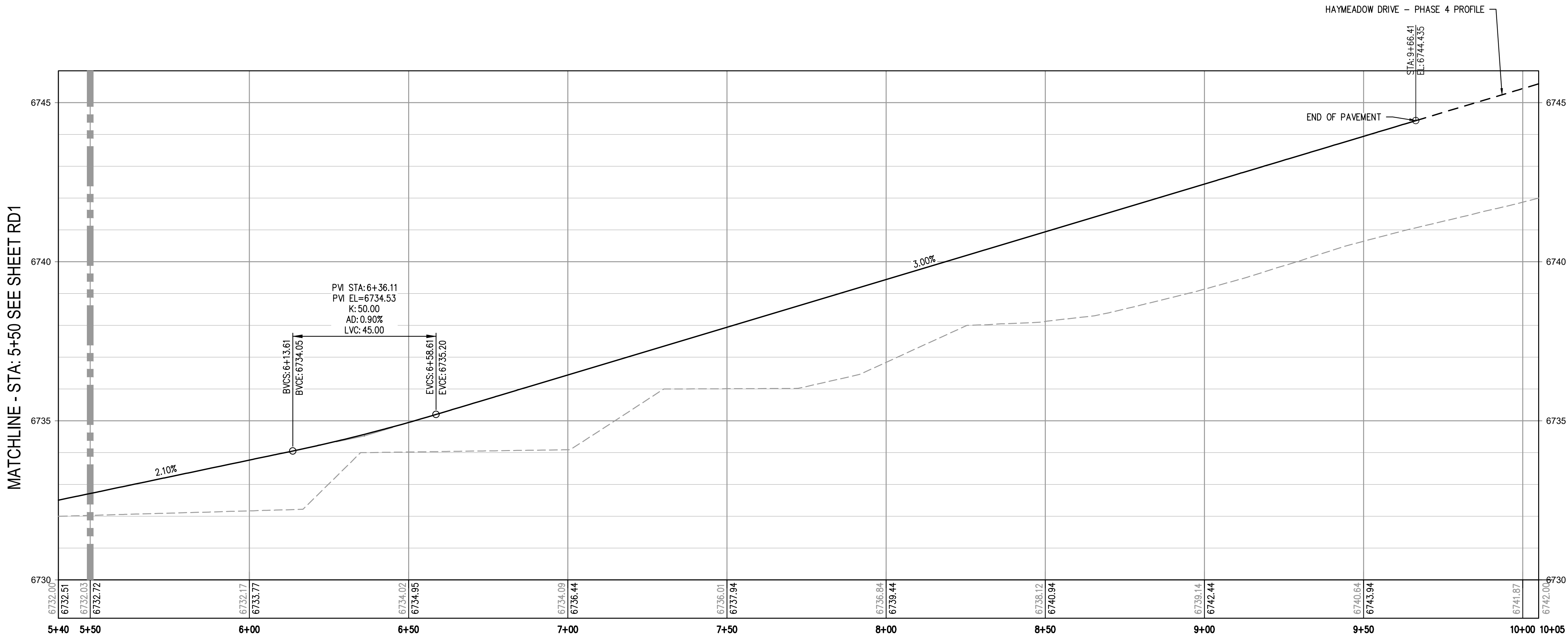
RD1

17 OF 38

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



KEY MAP
SCALE: 1"=600'



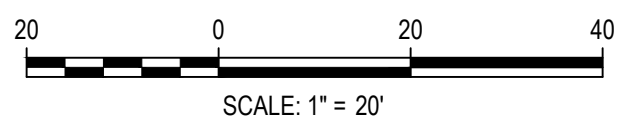
HAYMEADOW DRIVE - PHASE 1 PROFILE

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	212.75'	S69° 45' 57.95"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	69.57'	660.00'	6.04°

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DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

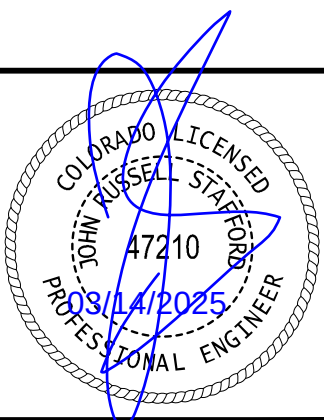
ISSUE DATE: 10-07-2024

DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
ROADWAY PLAN & PROFILE - HAYMEADOW DRIVE
STA: 5+50 - END

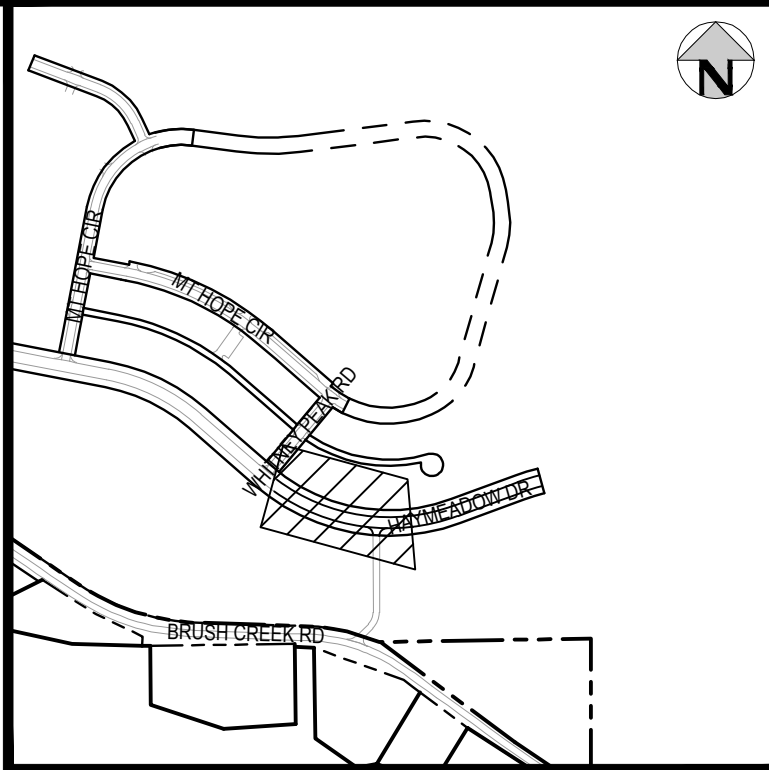
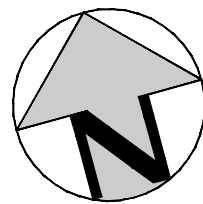
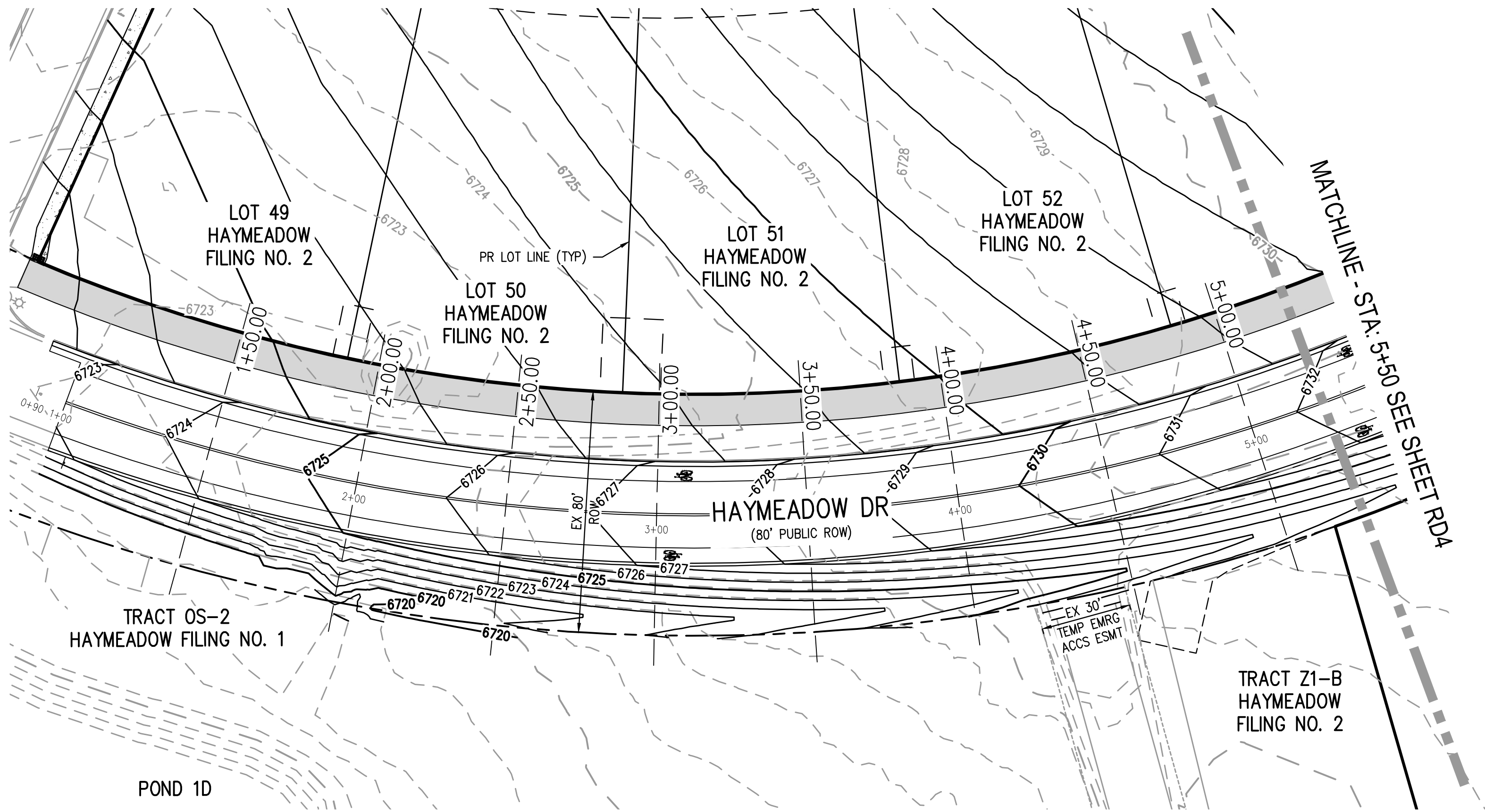


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SHEET NUMBER

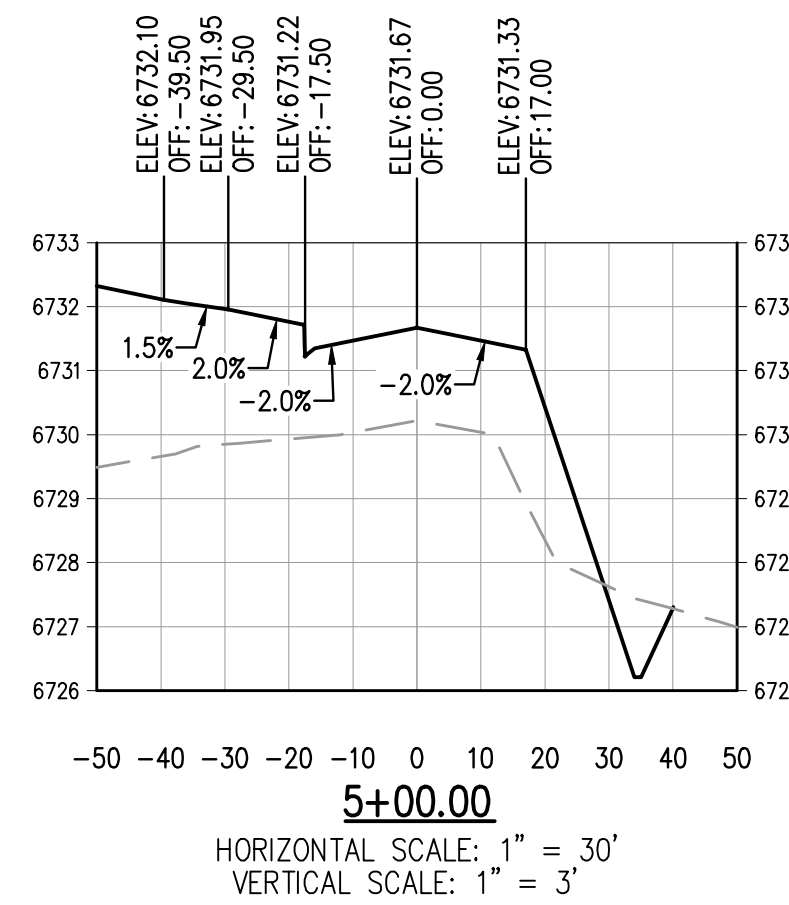
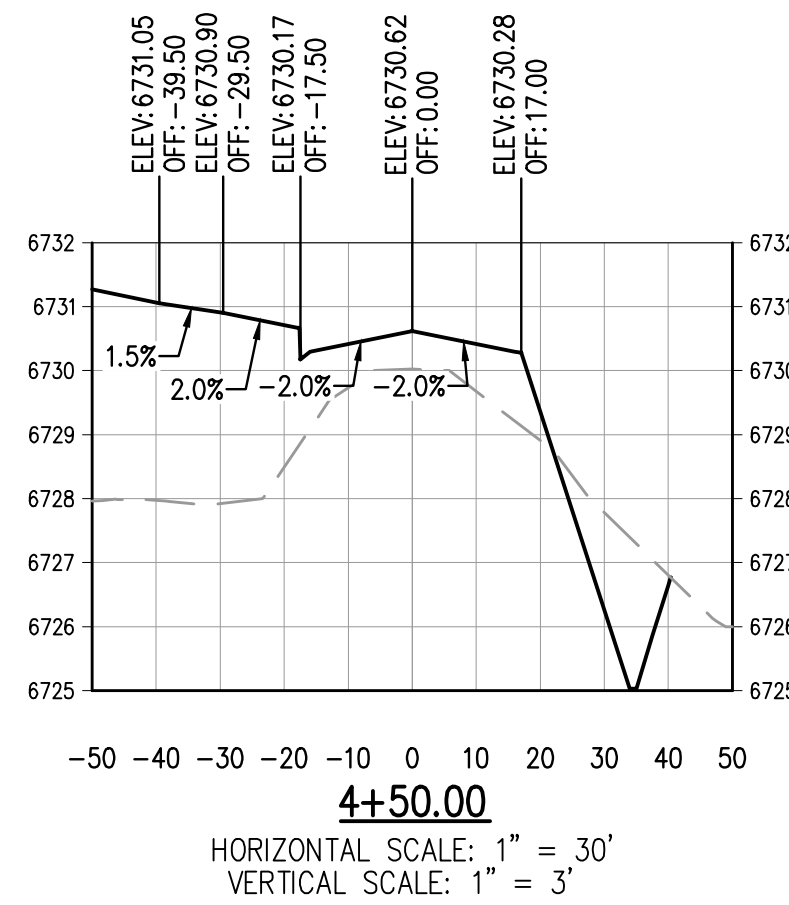
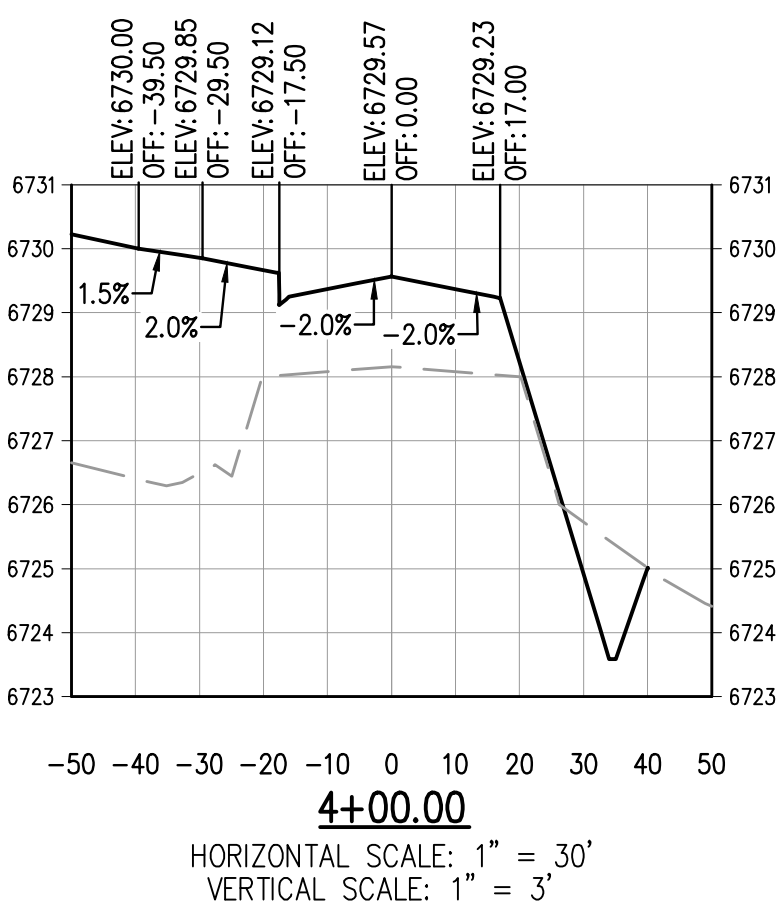
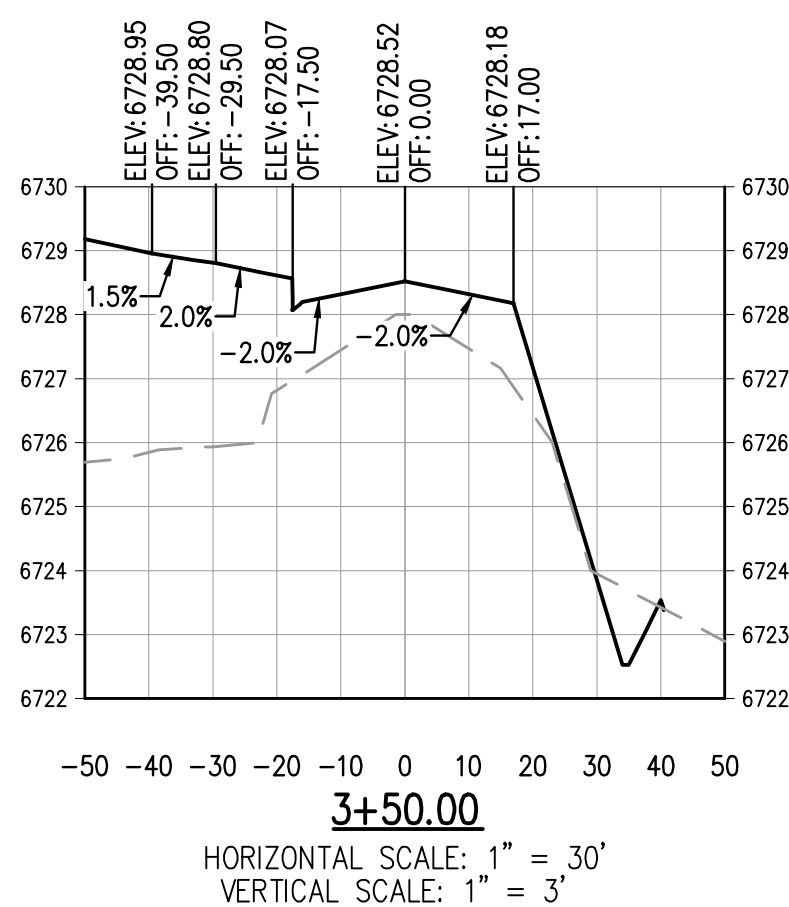
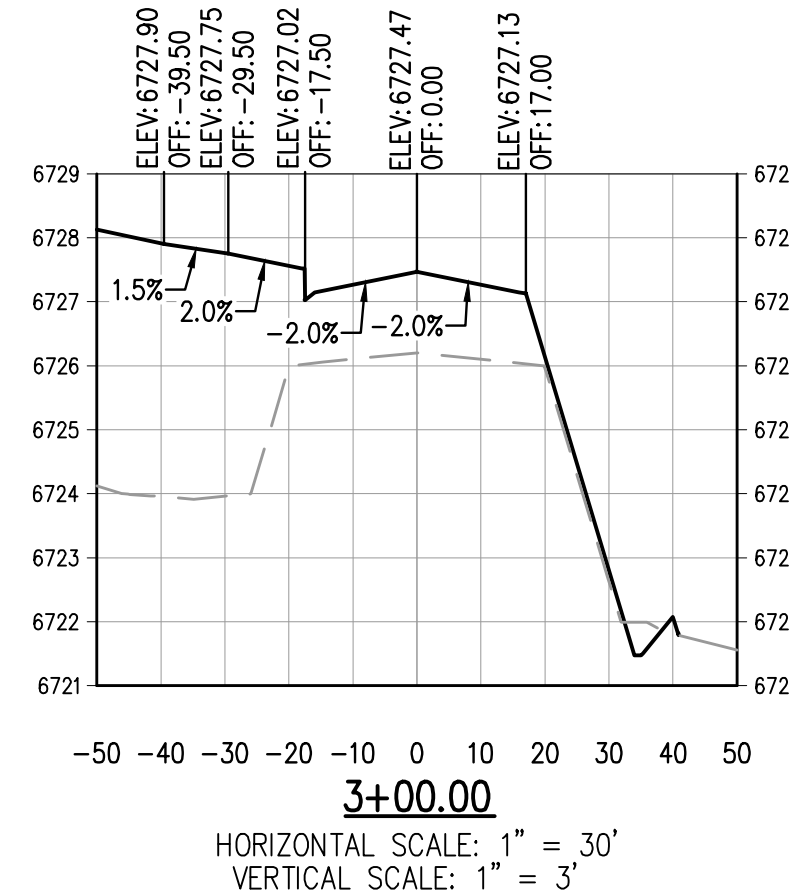
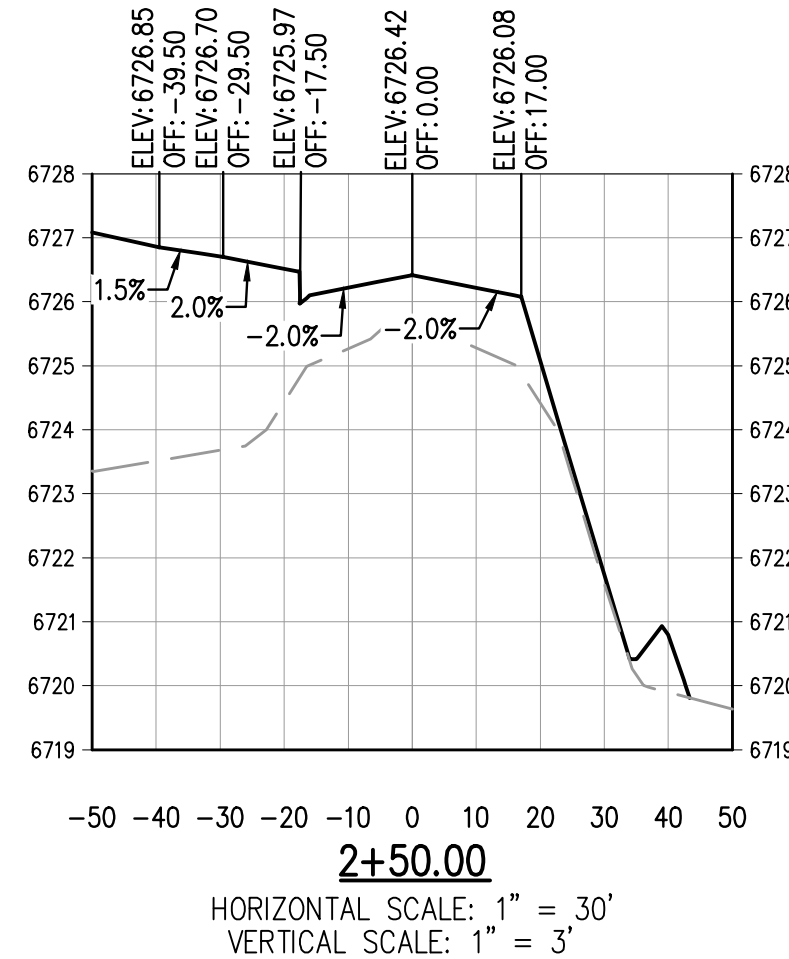
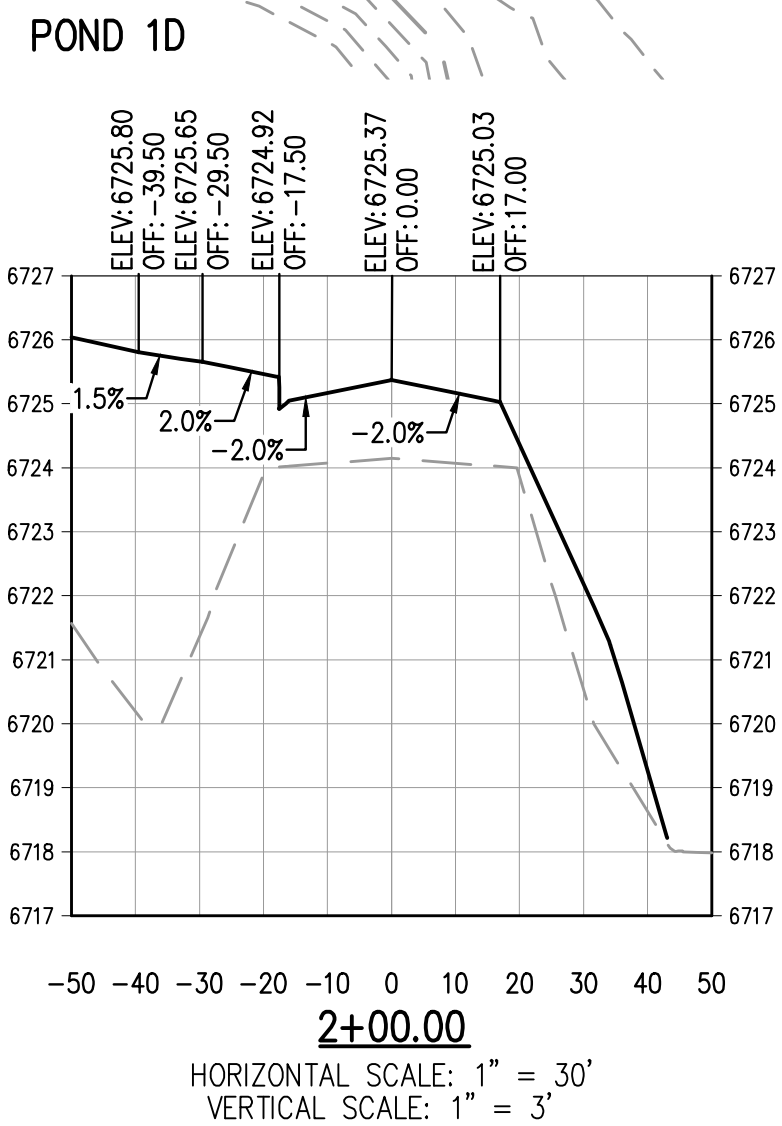
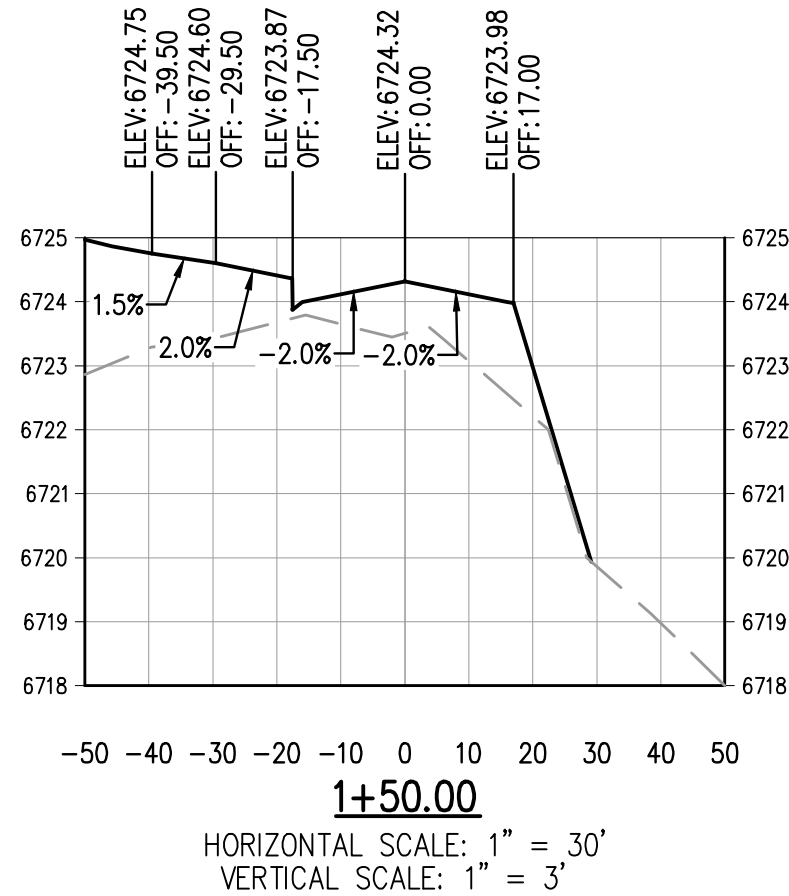
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18 OF 38

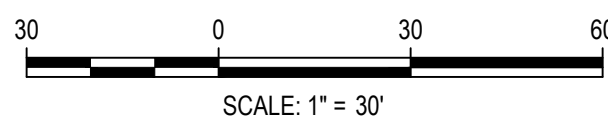
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



KEY MAP
SCALE: 1"=600'



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PLOTTER: FRI 03/14/25 9:45:01 AM BY: COLTON HOCHÉVAR



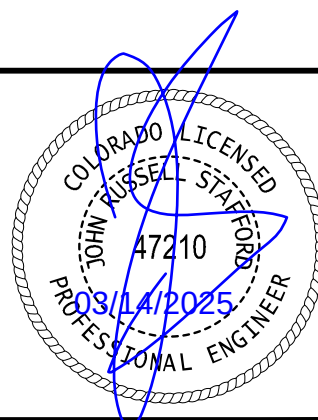
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CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024	
DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS

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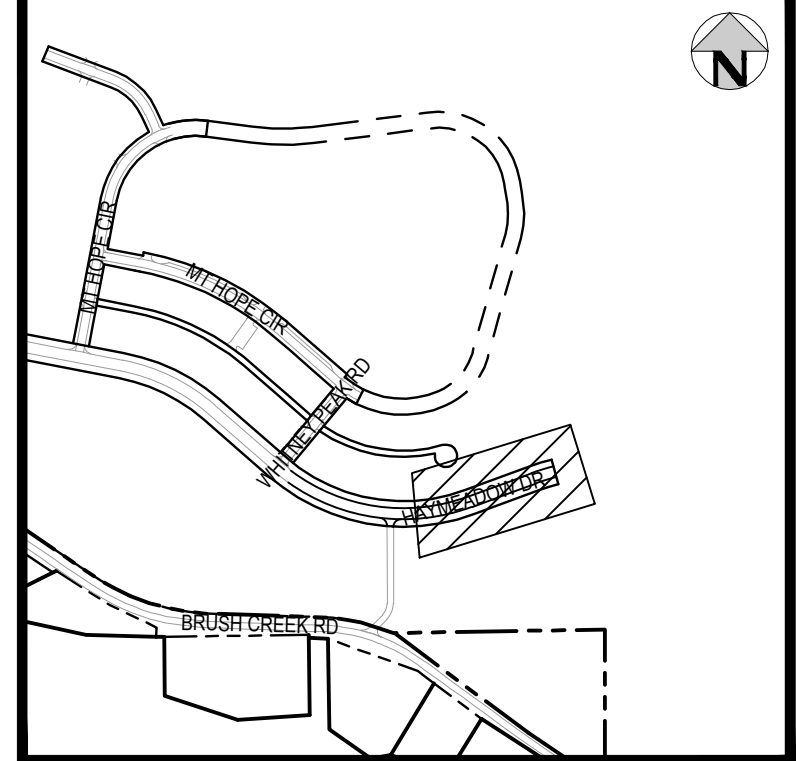
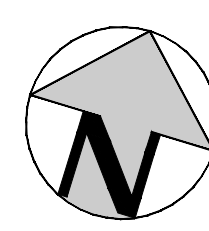
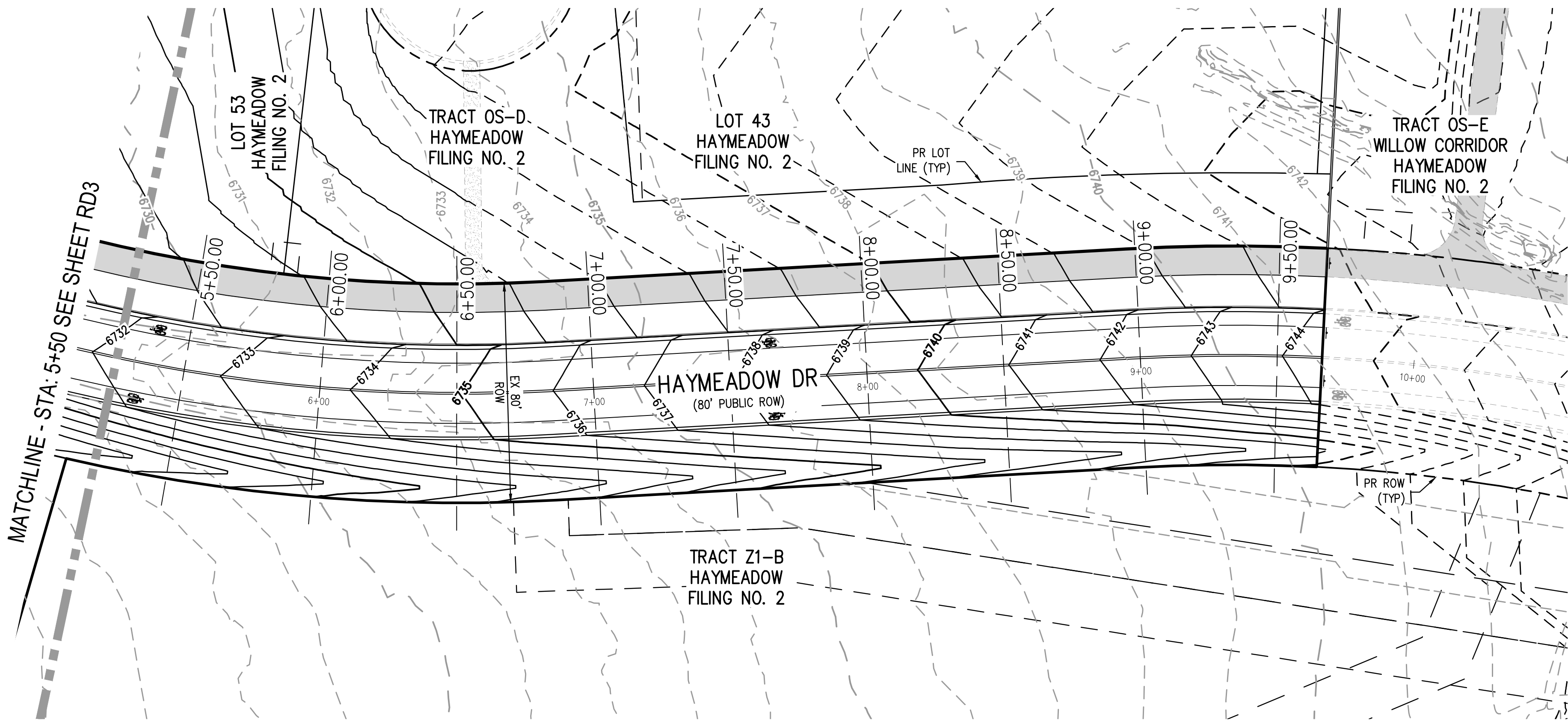
ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
ROADWAY SECTIONS - HAYMEADOW DRIVE

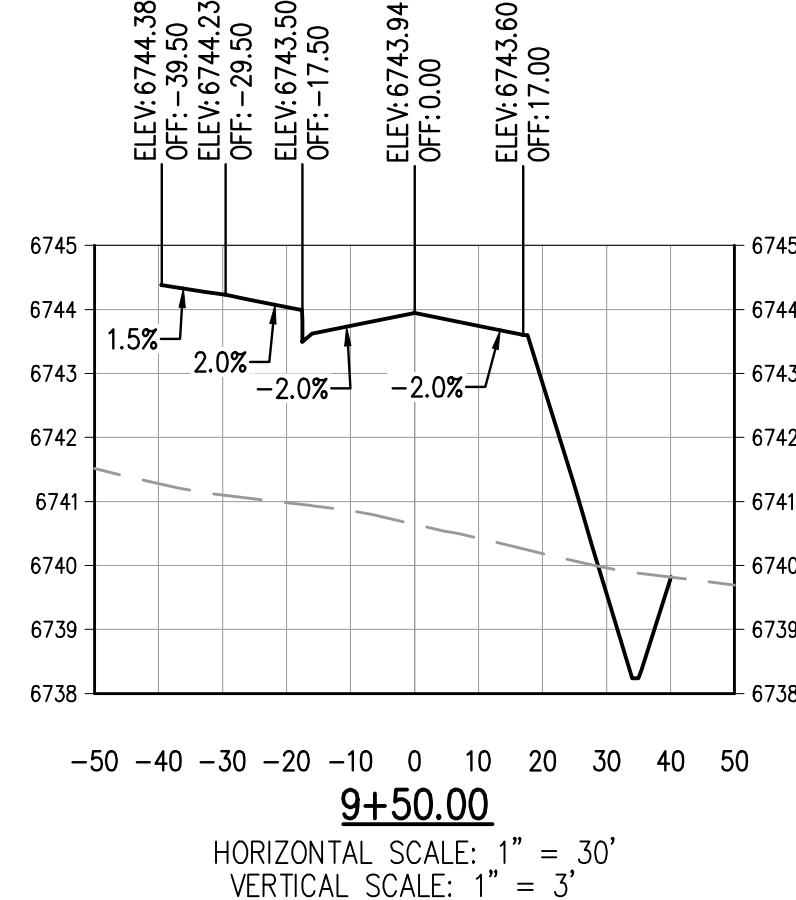
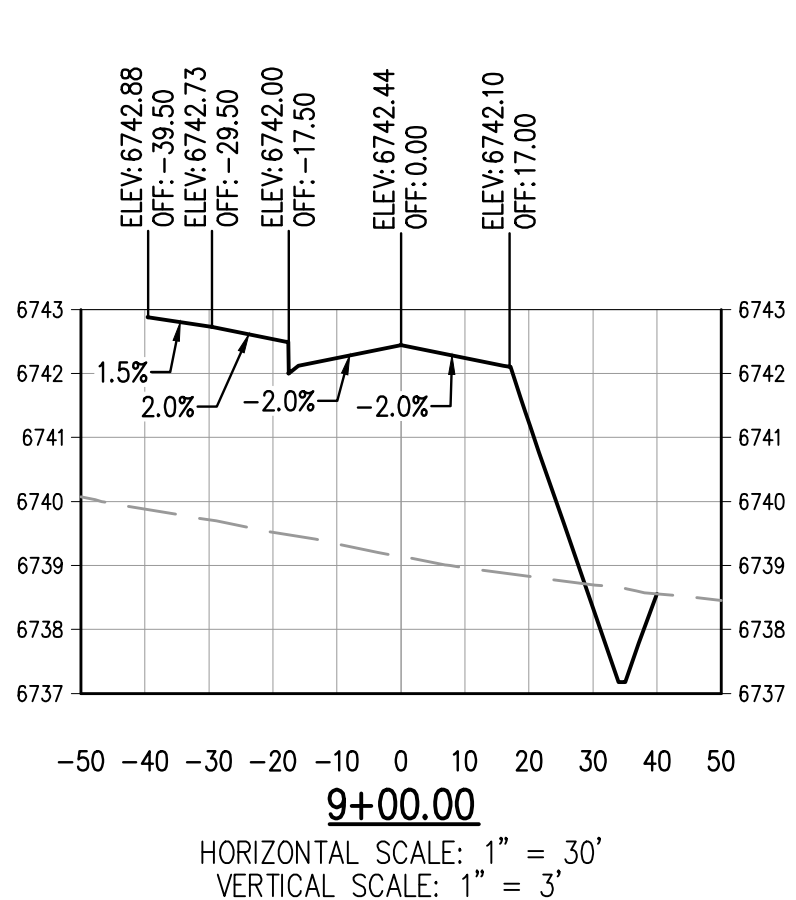
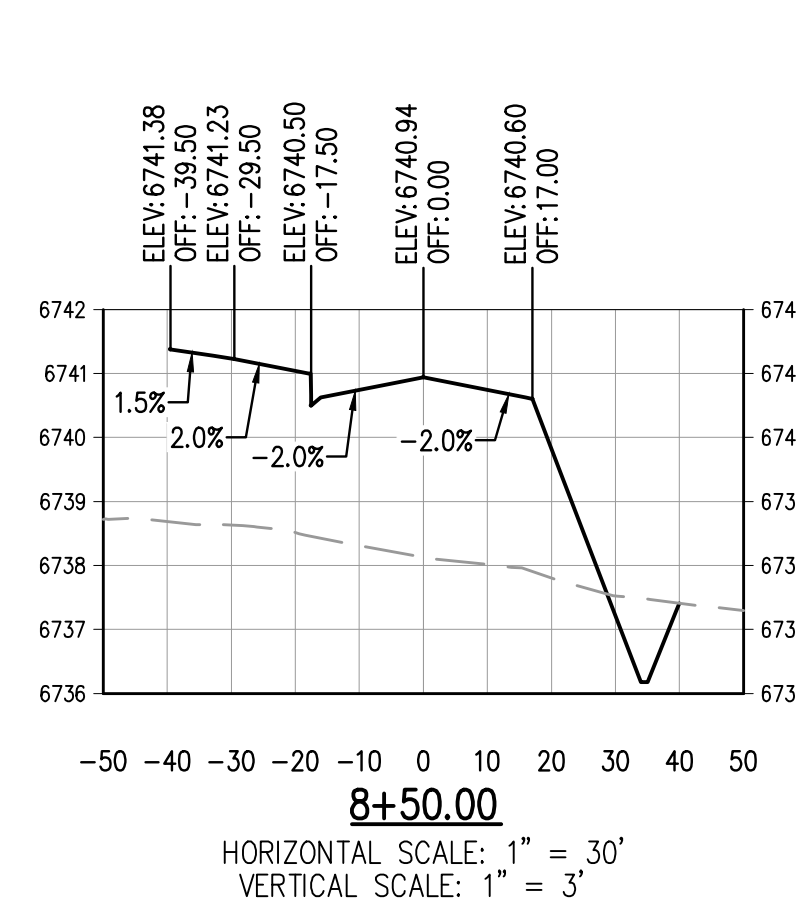
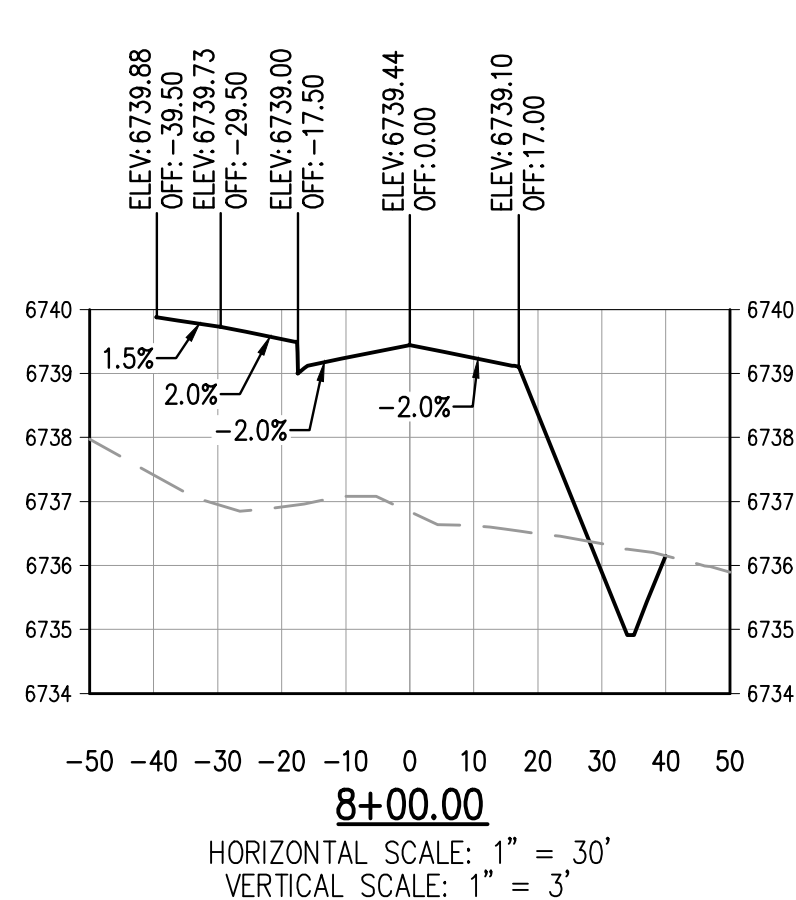
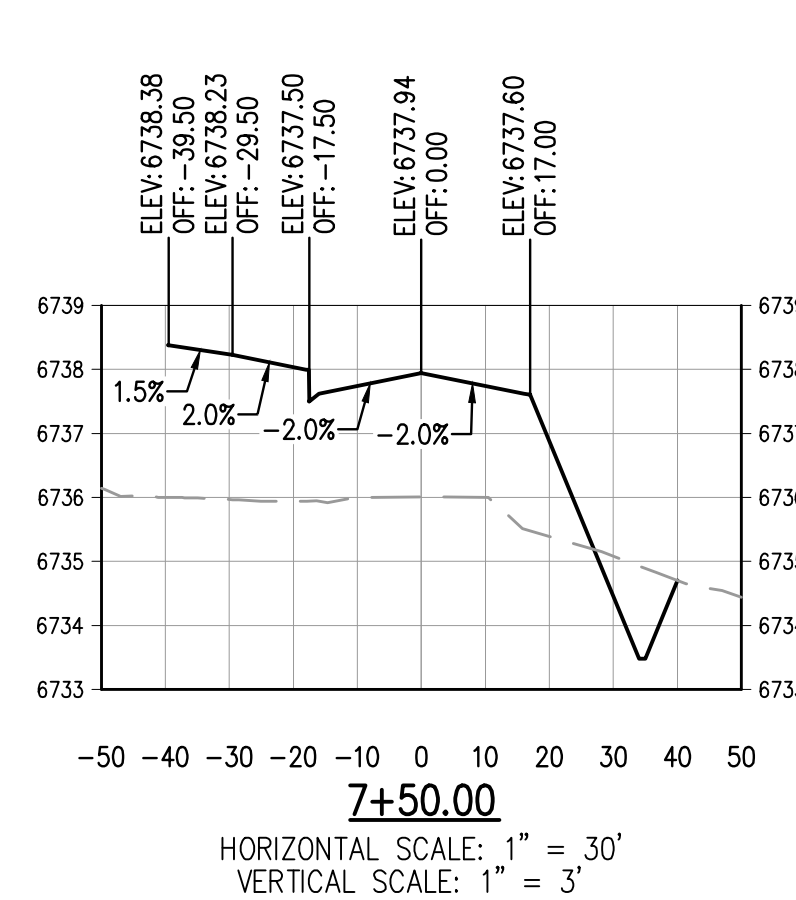
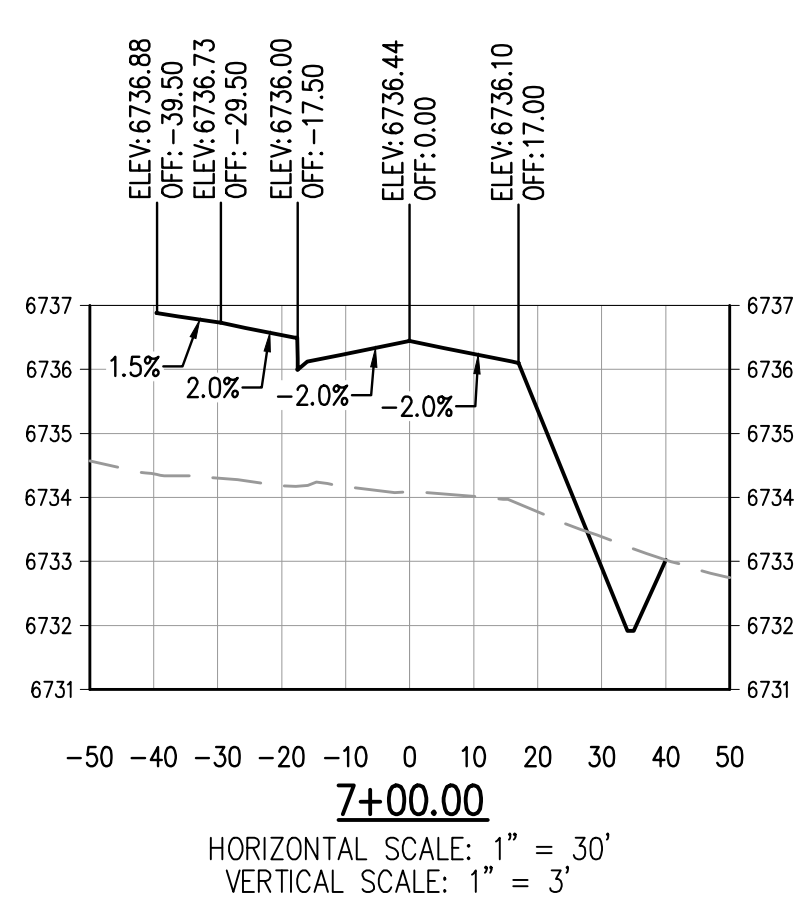
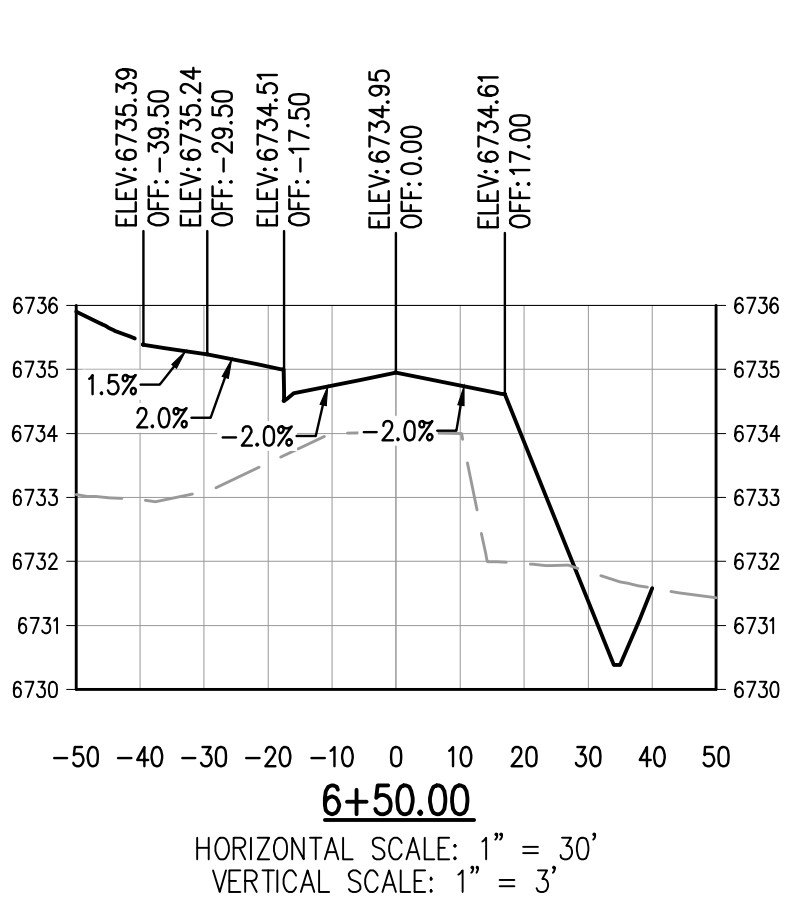
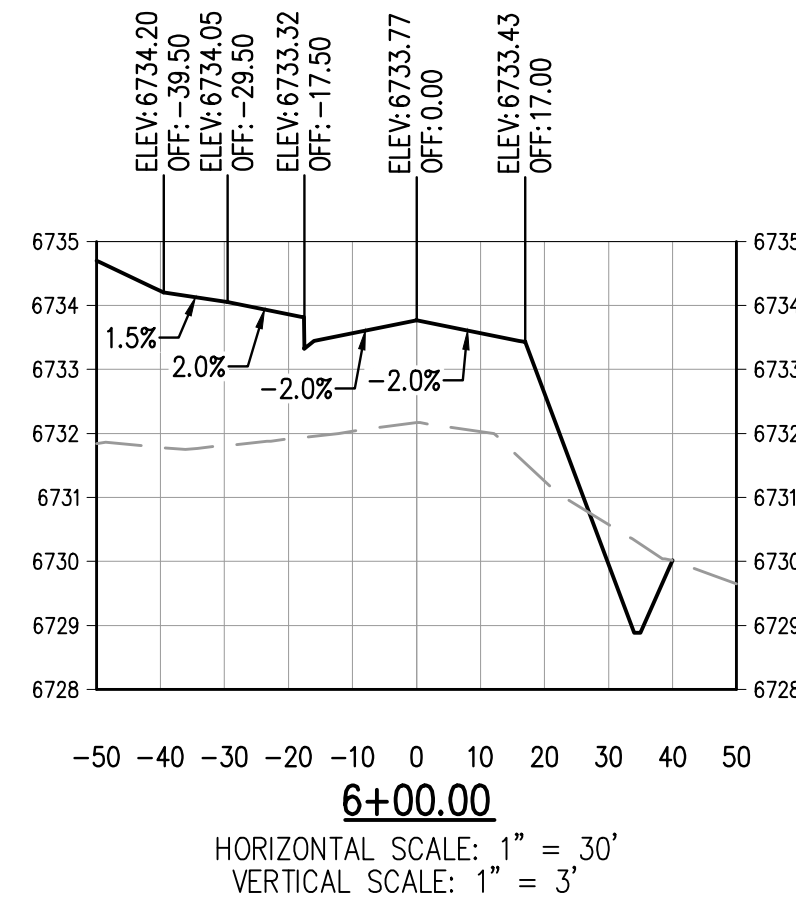
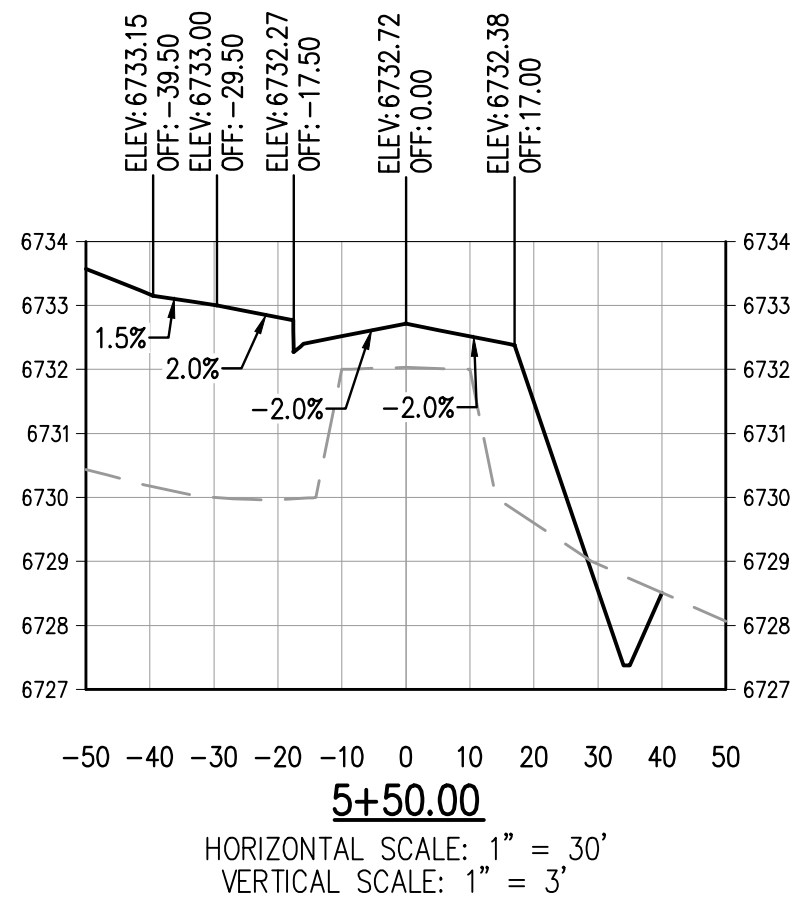


PROJECT #: 240804
SHEET NUMBER
RD3
19 OF 38

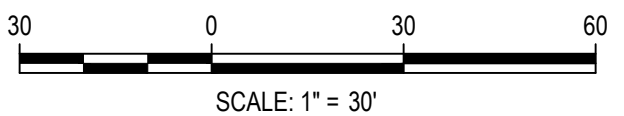
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



KEY MAP
SCALE: 1"=600'



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PLOTTER: HP DesignJet 500 PSE
PLOT DATE: 03/14/2025 9:45:09 AM BY: COLTON HOCHÉVAR



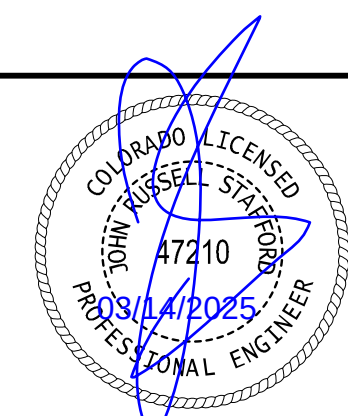
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CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024	
DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS

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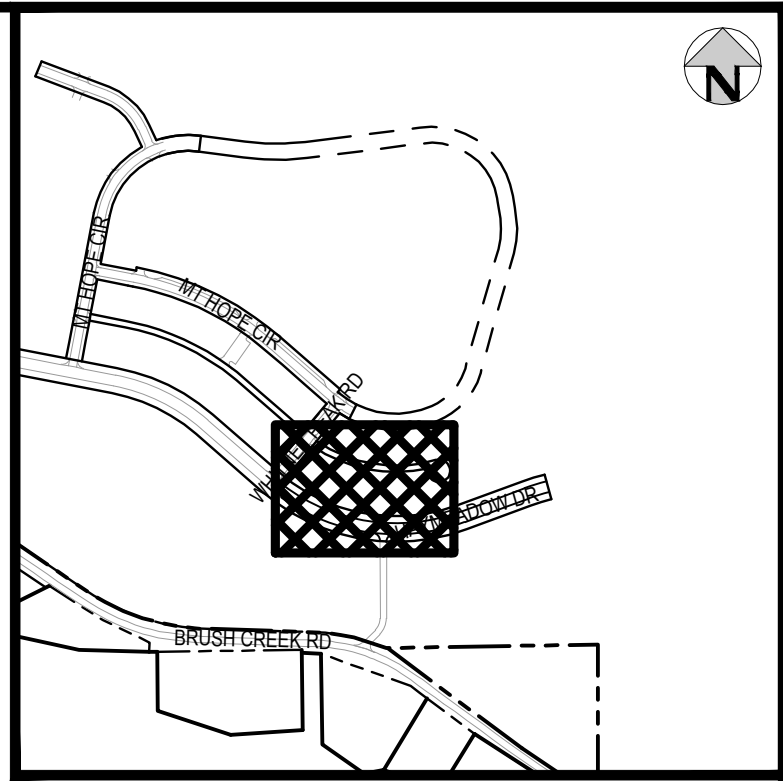
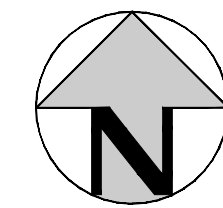
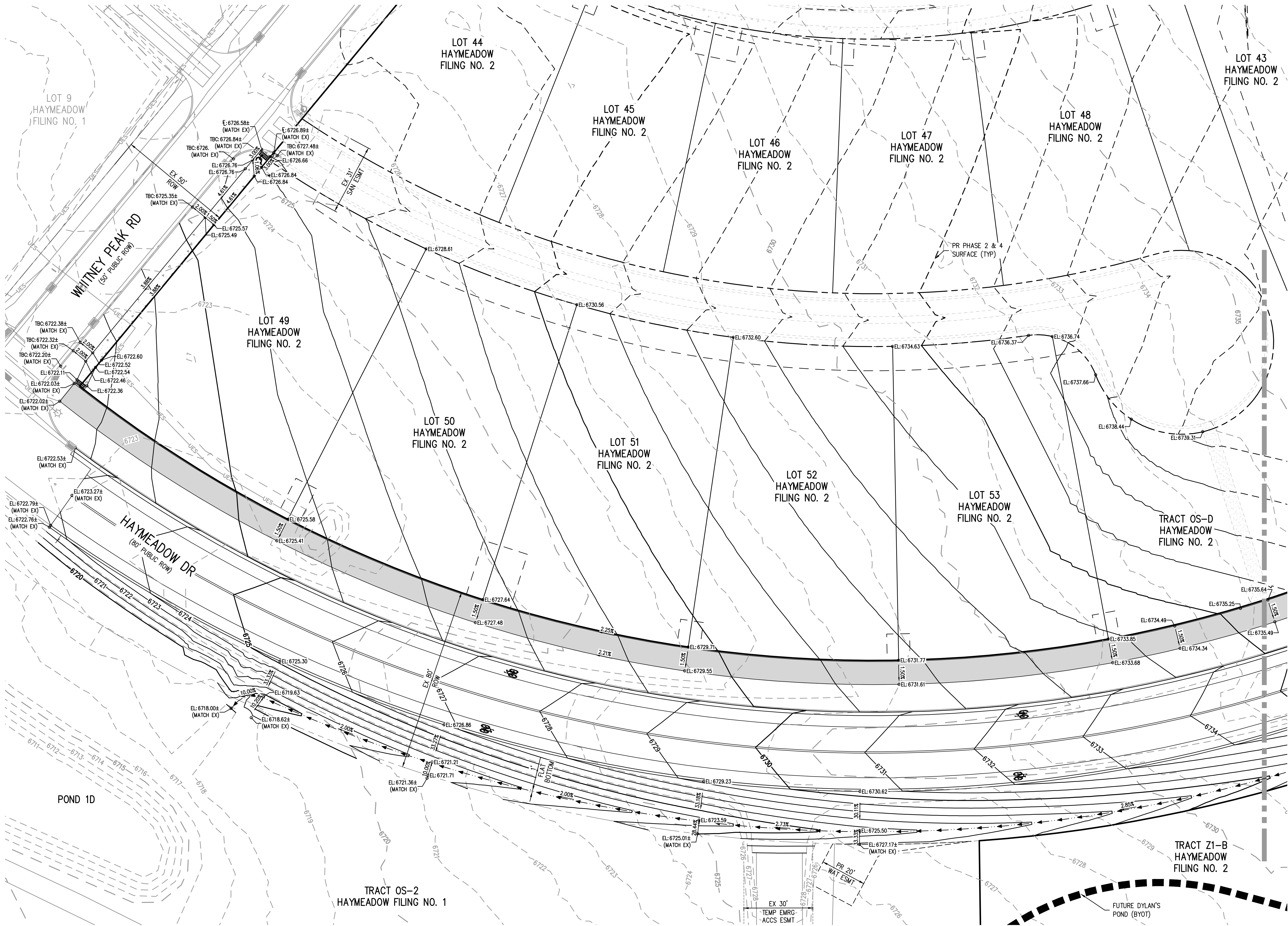
ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
ROADWAY SECTIONS - HAYMEADOW DRIVE



PROJECT #: 240804
SHEET NUMBER
RD4
20 OF 38

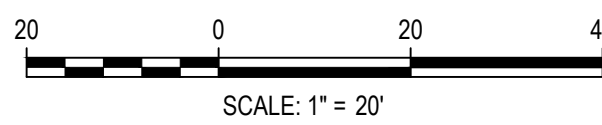
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



KEY MAP
SCALE: 1"=600'

MATCHLINE - SEE SHEET RD6

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PLOTTER: FR 031425 945:17A BY: COLTON HOCHVAR



DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024	
DATE	REVISION COMMENTS
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01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS

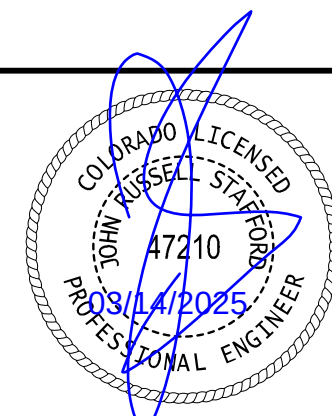


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KOCHER
SMITH**

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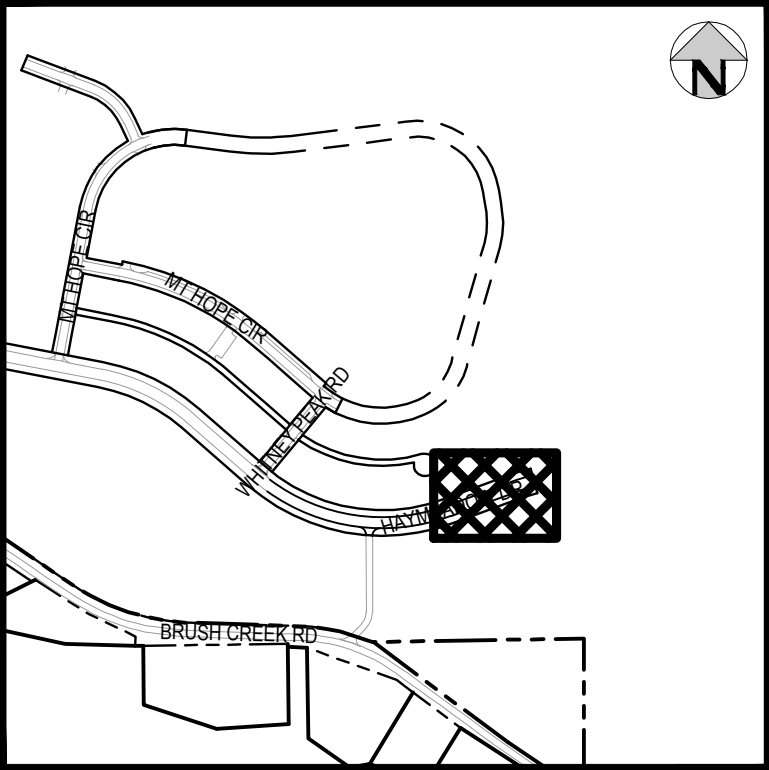
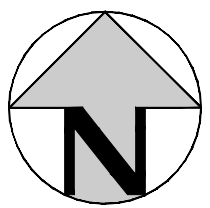
ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
HAYMEADOW DRIVE GRADING PLAN

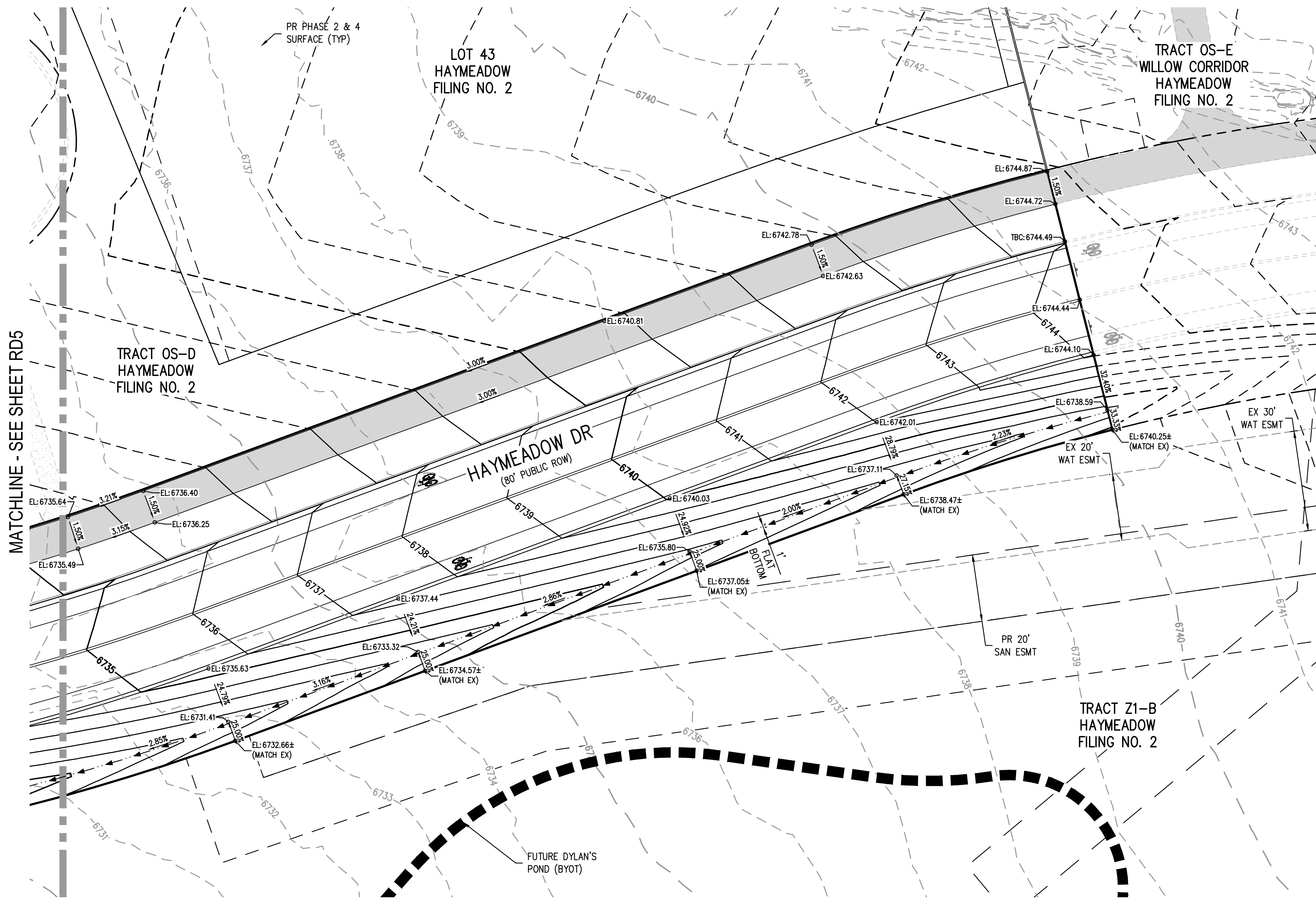


PROJECT #: 240804
SHEET NUMBER
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21 OF 38

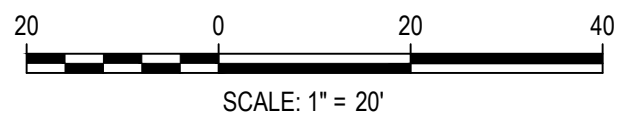
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KEY MAP
SCALE: 1"=600'



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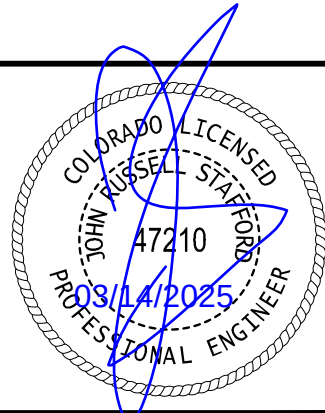
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12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS

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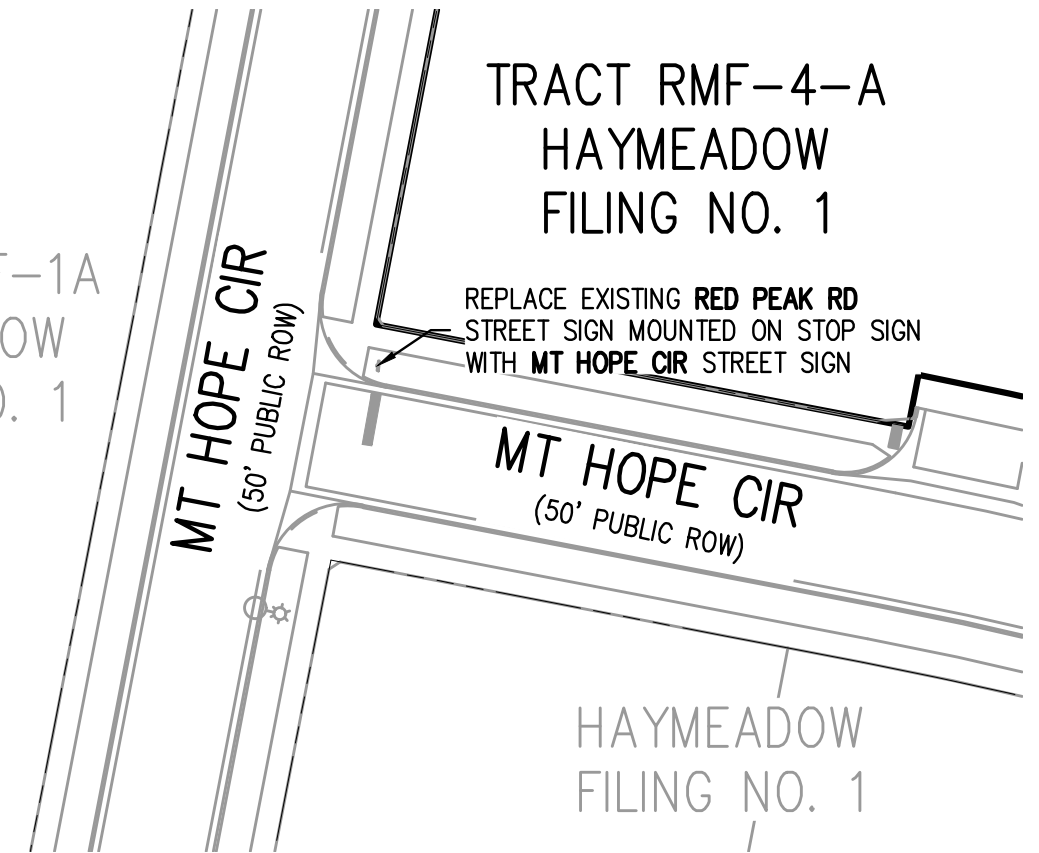
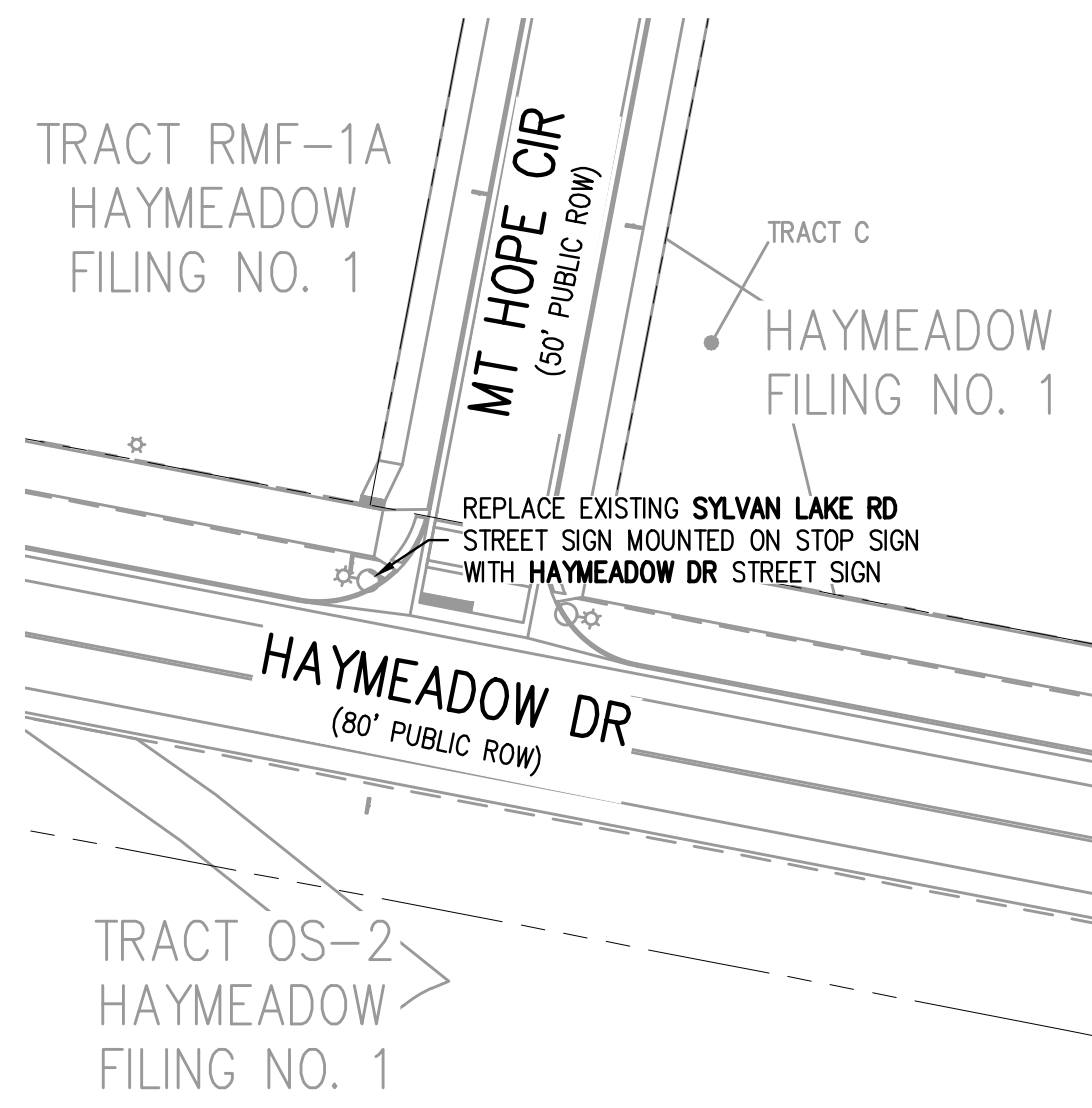
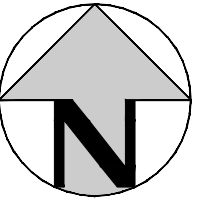
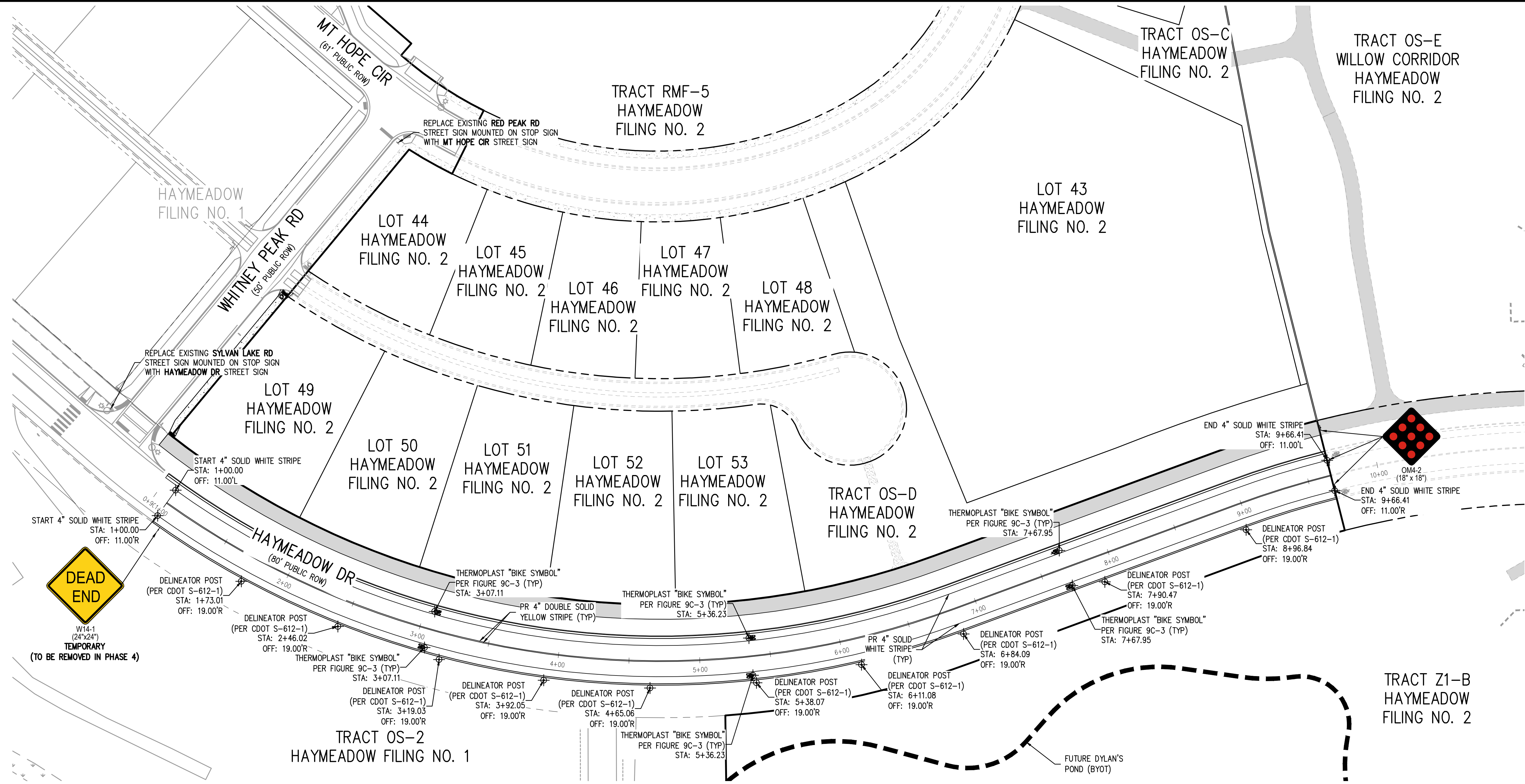
ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
HAYMEADOW DRIVE GRADING PLAN



PROJECT #: 240804
SHEET NUMBER
RD6
22 OF 38

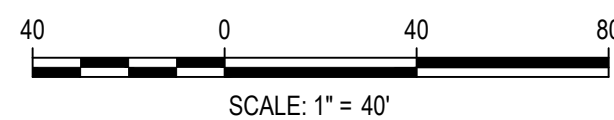
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6/25/24
PLOTTED: FR 03/14/25 9:45:41A BY: COLTON HOCHVAR



Know what's below.
Call before you dig.



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CHECKED BY: JRS
DRAWN BY: CLH

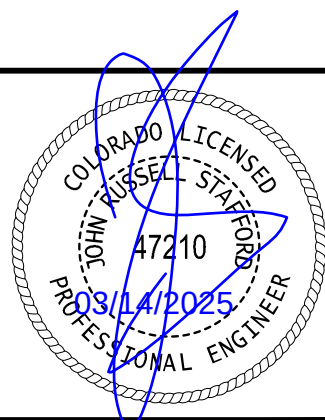
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12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



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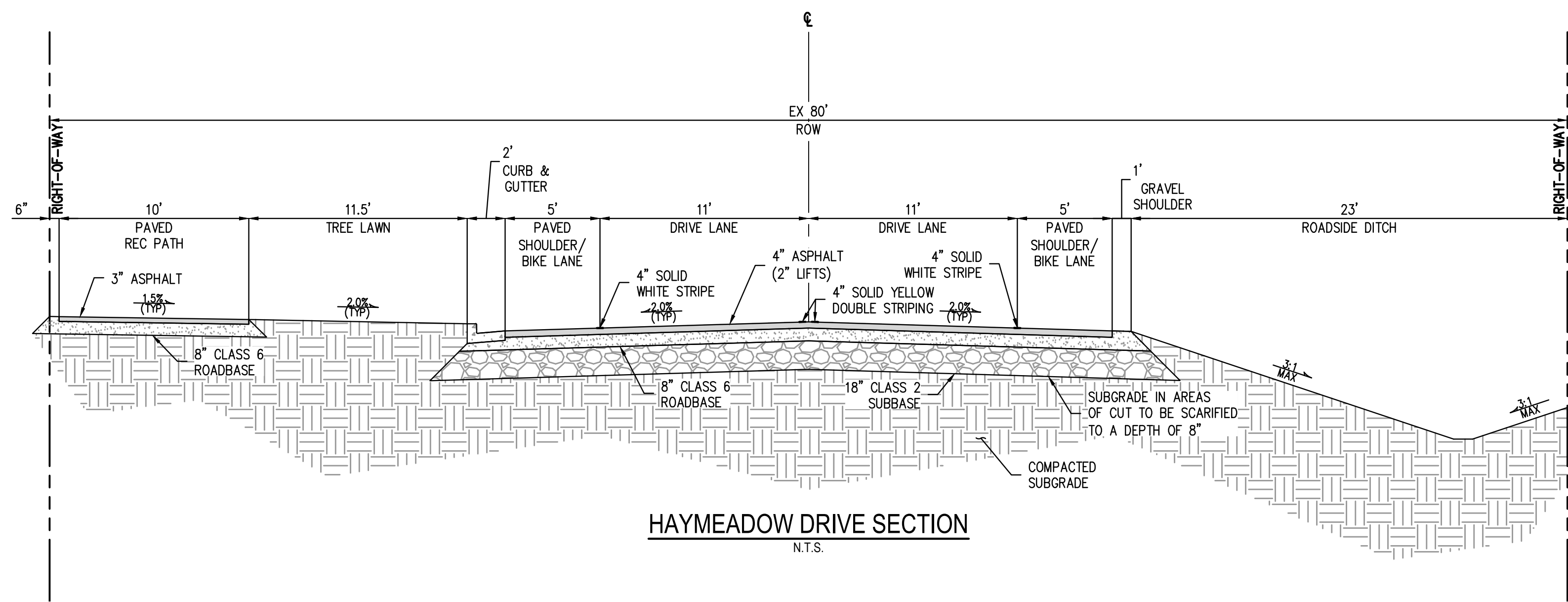
ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
SIGNAGE & STRIPING PLAN



PROJECT #: 240804
SHEET NUMBER
RD7
23 OF 38

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- NOTES:**
- CONTRACTOR/OWNER TO VERIFY FINAL PAVEMENT DESIGN WITH GEOTECHNICAL ENGINEER AND NOTIFY THE TOWN OF EAGLE AND HARRIS KOCHER SMITH OF ANY REVISIONS.
 - PAVEMENT SECTION IS SHOWN PER HP KUMAR SUPPLEMENTAL SUBSOIL STUDY FOR SITE GRADING AND PAVEMENT SECTION DESIGN PROJECT NO. 17-7-676 DATED 3-21-18 AND RECOMMENDATIONS FOR PAVEMENT AND ROADWAY SUBGRADE STABILIZATION PROJECT NO. 17-7-676 DATED 1-31-19.
 - WORK SHALL NOT COMMENCE UNTIL VERIFICATION HAS BEEN COMPLETED AND A PAVEMENT DESIGN MEMO HAS BEEN COMPLETED AND SUBMITTED TO THE TOWN OF EAGLE.

FILEPATH: P:\2024\240804\ENGINEERING\ROADWAY\CD - TYPICAL ROADWAY SECTIONS.DWG LAYOUT: LAYOUT1
1: DESIGNED BY: CLH
2: CHECKED BY: JRS
3: PLOTTED: FRI 03/14/25 9:45:51 AM BY: COLTON HOCHVAR



Know what's below.
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DESIGNED BY: CLH
CHECKED BY: JRS
DRAWN BY: CLH

ISSUE DATE: 10-07-2024

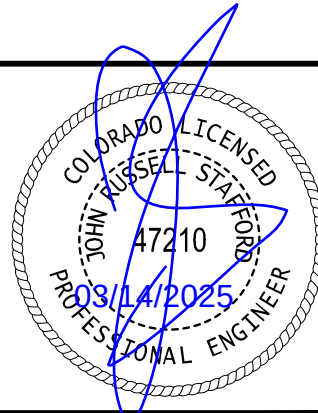
DATE	REVISION COMMENTS
12-04-2024	BID SET
01-09-2025	BID SET
02-07-2025	PER TOWN OF EAGLE COMMENTS
03-14-2025	100% CONSTRUCTION DRAWINGS



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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
TYPICAL ROADWAY SECTION



PROJECT #: 240804
SHEET NUMBER

RD8

24 OF 38

[illegible][illegible]

CONVENTIONAL ROADWAY

EXPRESSWAY ROADWAY

TYPICAL INSTALLATION FOR TANGENT SECTION AND CURVES

WIDTH REDUCTION ON LEFT SIDE

WIDTH REDUCTION ON RIGHT SIDE

TYPICAL INSTALLATION FOR LANE TRANSITION

CONVENTIONAL ROADWAY

EXPRESSWAY ROADWAY

TYPICAL INSTALLATION FOR BRIDGE APPROACHES

STAGGERED DELINEATORS, 2-LANE STATE HIGHWAY

DELINER AND SYMBOLS AND TYPICAL CONFIGURATION

DELINER SYMBOLS AND TYPICAL CONFIGURATION

BRIDGE APPROACH NOTES

Computer File Information

Revision Table

Colorado Department of Transportation

DELINER INSTALLATIONS

STANDARD PLAN NO. S-612-1

Standard Sheet No. 2 of 8

TYPICAL INSTALLATION DETAIL FOR CONTINUOUS CONCRETE BARRIER

TYPICAL INSTALLATION DETAIL FOR GUARDRAIL TYPE 3

REFLECTOR STRIP INSTALLATION

1. REFLECTOR STRIPS SHALL BE SPACED AT INTERVALS OF 20 FEET OFF-CENTER FOR TANGENT SECTIONS OF BARRIER AND 10 FEET OFF-CENTER FOR CURVED SECTIONS OF BARRIER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOMMENDING IT IS THE RESPONSIBILITY OF THE INSTALLER TO CONSULT WITH THE OWNER AND REPRESENTATIVE WHENEVER THERE IS A QUESTION REGARDING APPLICATION PROCEDURES OR SUITABLE CONDITIONS.
3. THE COLOR OF THE REFLECTIVE SURFACE SHALL MATCH THE COLOR OF THE ADJACENT ROADWAY EDGE LINE.
4. AT THE TIME OF INSTALLATION, THE CONTACTING SURFACE SHALL BE DRY AND WEATHER FREE.
5. AFTER REFLECTOR STRIP INSTALLATIONS, SURFACES SHALL STAY DRY WITHOUT RAIN IN THE FORECAST FOR AT LEAST 8 HOURS.
6. SURFACE PREPARATION, BRACKETS, GLUE, AND GLUE OR EQUIVALENT SHALL BE INCLUDED IN THE COST OF EACH REFLECTOR STRIP.

CONCRETE BARRIER NOTES

1. CONCRETE SURFACE PREPARATION, ADHESIVE, AND METHOD OF APPLICATION SHALL AS BE RECOMMENDED BY THE REFLECTOR MANUFACTURER.
2. TO ASSURE A STRAIGHT, LEVEL APPLICATION, TYPING A CHALK LINE ALONG THE BARRIER.
3. FOR MOUNTING THE REFLECTOR STRIP TO CONCRETE BARRIERS, INCLUDING THE BRACKETS, THE USE OF AN UNWELDED SUPER FAST SETTING GLUE IS RECOMMENDED. APPLIED IN AN UNIFORM MANNER AT 200" BEHAVIOR IS RECOMMENDED. THIS PRODUCT IS AVAILABLE IN A STANDARD CARTRIDGE AND SHOULD BE APPLIED TO THE BRACKETS AND BARRIERS WITH A CONSTRUCTION TYPE CALCULATING GUN AND/OR USE 1/4" x 1/8" FINLESS STEEL ANCHOR WITH 5/16" NICH NUTS AND/OR AS SPECIFIED IN 200" BULLET GUN SET.
4. UNLESS OTHERWISE NOTED IN THE PLANS OR DIRECTED BY THE ENGINEER, A 200-FOOT MAXIMUM TANGENT AND CURVE SPACING APPLIES TO BARRIER REFLECTIONS ALONG THE TOP OF THE BARRIER.

GUARDRAIL TYPE 3 NOTES

1. THE USE OF REFLECTOR STRIPS ON GUARDRAIL TYPE 3 IS SUPPLEMENTAL TO THE REFLECTOR TAB.
2. TWO DIFFERENT STYLES OF MOUNTING BRACKETS ARE AVAILABLE: THERE IS ONE TYPE FOR THE 4-INCH REFLECTOR STRIP AND ANOTHER FOR THE 6-INCH REFLECTOR STRIP. THE BRACKETS MUST BE MOUNTED TO 1/4" DIA. NUTS OR 3/8" DIA. NUTS AND/OR USE 1/4" x 1/8" FINLESS STEEL ANCHOR WITH 5/16" NICH NUTS AND/OR AS SPECIFIED IN 200" BULLET GUN SET.
3. METAL GUARDRAILS SHALL BE WIRE BRUSHED/SAND, THEN CLEANED WITH TSP/SODIUM HYDROXIDE. WHEN THE BRACKETS WILL ADHERE TO THE GUARDRAIL.
4. FOR MOUNTING THE REFLECTOR STRIP TO GUARDRAILS, INCLUDING THE BRACKETS, THE USE OF AN UNWELDED SUPER FAST SETTING GLUE IS RECOMMENDED. APPLIED IN AN UNIFORM MANNER AT 200" BEHAVIOR IS RECOMMENDED. THIS PRODUCT IS AVAILABLE IN A STANDARD CARTRIDGE AND SHOULD BE APPLIED TO THE BRACKETS AND PANELS WITH A CONSTRUCTION TYPE CALCULATING GUN AND/OR USE 1/4" x 1/8" FINLESS STEEL ANCHOR WITH 5/16" NICH NUTS AND/OR AS SPECIFIED IN 200" BULLET GUN SET.
5. INSTALLATION REQUIRES THE USE OF THREE BRACKETS MINIMUM PER REFLECTOR STRIP CORRESPONDING TO THE PRE-BOLTED REFLECTOR STRIP RAILS.

Colorado Department of Transportation
2829 N. Harvard Pl.
Denver, CO 80216
Phone: 303-757-9654
Fax: 303-757-9659

DELINEATOR
INSTALLATIONS

STANDARD PLAN NO.
S-612-1
Standard Sheet No. 5 of 8
Project Number: _____

Issued By: Traffic Safety and Engineering Branch July 20, 2009

EB

Traffic Safety & Engineering

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STANDARD PLAN NO.
S-612-1
Standard Sheet No. 3 of 8

Construction of Primary Underground Electrical Systems
April 2024
Holy Cross Energy LLC

VAULT CENTERED ON BASE

NOTES:

- 32" MANHOLE
- LIFTING HANDLES
- GROUND LEVEL WITH THE TOP OF PAD
- BACKFILL TO BE WELL COMPACTED
- SOIL UNDER BASE TO BE UNDISTURBED OR WELL COMPACTED
- IN MANHOLES 90° VENT PER VENT SECTION
- CONDUITS SHALL EXTEND 4" INSIDE OF VAULT, SQUARE TO THE VAULT WALL
- CONDUITS CANNOT ENTER VAULT IN ADJACENT KNOCKOUTS
- MULTIPLE CONDUITS SHALL BE EQUAL IN LENGTH WITH 1" OF SEPARATION BETWEEN EACH CONDUIT
- WHEN CONDUIT IS INSTALLED, IT SHOULD ENTER THE BOTTOM VENT SECTION
- A GROUND ROD SHALL BE INSTALLED ADJACENT TO THE CONDUIT WITH 2" OF SEPARATION, EXTENDING 6" INSIDE OF VAULT, BENT 45 DEGREES AWAY FROM THE CONDUIT
- ALL OPENINGS TO BE SEALED WITH NON-SHRINK GROUT

SPRICE VAULT	
1 - 32" x 12" x 12" MANHOLE	1 - 32" x 12" x 12" MANHOLE
1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x 12" LIFTING HANDLE
1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x 12" LIFTING HANDLE
1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x 12" LIFTING HANDLE

APPROVED FOR CONSTRUCTION BY: [Signature]

PAD CENTERED ON VAULT

NOTES:

- TYPICAL TRANSFORMER OUTLINE
- BACK EDGE OF TRANSFORMER FOOTING
- 1" LIFTING HOLE (TOTAL OF FOUR)
- LIFTING HANDLE
- GROUND LEVEL WITH THE BOTTOM OF PAD
- BACKFILL TO BE WELL COMPACTED
- SOIL UNDER BASE TO BE UNDISTURBED OR WELL COMPACTED
- FOUR KNOCKOUTS (15X15)
- CONDUITS SHALL EXTEND 4" INSIDE OF VAULT, SQUARE TO THE VAULT WALL
- CONDUITS SHALL BE SET 4" ABOVE VAULT BASE
- MULTIPLE CONDUITS SHALL BE EQUAL IN LENGTH WITH 1" OF SEPARATION BETWEEN EACH CONDUIT
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- ALL OPENINGS TO BE SEALED WITH NON-SHRINK GROUT
- FOR CONSUMERS INSTALLING SECONDARIES, CABLE TALK SHALL BE 6" LONG MEASURED FROM TOP OF THE PAD

SPRICE VAULT, TRANSFORMER VAULT (Square)	
1 - 32" x 12" x 12" MANHOLE	1 - 32" x 12" x 12" MANHOLE
1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x 12" LIFTING HANDLE
1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x 12" LIFTING HANDLE
1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x 12" LIFTING HANDLE

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VAULT DESIGN SPECIFICATIONS

DATE: 2024

SPRICE VAULT (6" SQUARE)

U1M1-3SL

VAULT DESIGN SPECIFICATIONS

DATE: 2024

1 PHASE TRANSFORMER VAULT

U1M1-3S

Construction of Primary Underground Electrical Systems
April 2024
Holy Cross Energy LLC

VAULT CENTERED ON BASE

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1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x 12" LIFTING HANDLE

APPROVED FOR CONSTRUCTION BY: [Signature]

PAD CENTERED ON VAULT

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- BACK EDGE OF TRANSFORMER FOOTING
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APPROVED FOR CONSTRUCTION BY: [Signature]

VAULT DESIGN SPECIFICATIONS

DATE: 2024

SPRICE VAULT (6" SQUARE)

U1M1-3SL

VAULT DESIGN SPECIFICATIONS

DATE: 2024

1 PHASE TRANSFORMER VAULT

U1M1-3S

Construction of Primary Underground Electrical Systems
April 2024
Holy Cross Energy LLC

VAULT CENTERED ON BASE

NOTES:

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1 - 32" x 12" x 12" LIFTING HANDLE	1 - 32" x 12" x

GENERAL NOTES

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

- RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
27. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
28. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
29. THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
30. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
31. DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS, DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
32. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
33. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

LANDSCAPE NOTES

1. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKE PRECEDENCE OVER WRITTEN QUANTITIES.
3. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
4. THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
5. THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
6. REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
7. LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
9. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
10. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT AS NOTED IN THE MATERIAL SCHEDULE AND/OR TECHNICAL SPECIFICATIONS.
11. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
12. THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
13. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
14. ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE

LAYOUT NOTES

1. WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
2. SHOULD SITE CONDITIONS BE DIFFERENT THAN WHAT IS INDICATED ON THE DRAWINGS CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY FOR CLARIFICATION.
3. CURVED WALKS AND CURB EDGES ARE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED.
4. THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
5. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER REGARDING WHO WILL PROVIDE SURVEY SERVICES FOR LAYOUT OF THE WORK.
6. THE CONTRACTOR SHALL REVIEW WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT ALL STAKING PRIOR TO SETTING FORMS OR COMPLETING FLATWORK AND PERFORM MINOR MODIFICATIONS AS REQUIRED TO ACHIEVE PROPER DRAINAGE OR ACCESSIBILITY AS REQUIRED FOR THE DESIGN, AT NO ADDITIONAL COST TO THE OWNER.
7. THE CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK. REFER TO IRRIGATION PLANS.
8. LAYOUT WALKS, SCORE JOINTS AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO PLANS, DETAILS, AND SPECIFICATIONS. DO NOT DEVIATE FROM PLANS UNLESS SPECIFIC APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE.
9. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LANDSCAPE ARCHITECT PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK. SEE TECHNICAL SPECIFICATIONS.
10. WHEN APPLICABLE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY FENCING AROUND ALL PLAY STRUCTURES UNTIL PROPER FALL SURFACE IS COMPLETELY INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
11. CONTRACTOR IS RESPONSIBLE FOR SUPERVISING ALL SAFETY SURFACING AND PAVEMENT DURING THE CURING PROCESS.

INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.

15. ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
16. ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS CONTAINING SPECIFIED WOOD MULCH; REFER TO MATERIAL SCHEDULE. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
17. PLANTING BEDS ARE TO BE CONTAINED BY SPECIFIED EDGER; REFER TO MATERIAL SCHEDULE. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
18. PLANTING BEDS TO BE MULCHED WITH SPECIFIED MULCH; REFER TO MATERIAL SCHEDULE.
19. AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
20. EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDDED AND RESTORED WITH SPECIFIED SEED MIX.
21. CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
22. ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY.
23. WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
24. SOFT SURFACE TRAILS NEXT TO MANICURED TURF OR SHRUB BEDS SHALL BE CONTAINED WITH SPECIFIED METAL EDGER; REFER TO MATERIAL SCHEDULE.
25. THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE CITY AND COUNTY SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
26. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.

LANDSCAPE SHEET INDEX

LANDSCAPE NOTES	LP-001	IRRIGATION NOTES	LI-001
OVERALL LANDSCAPE	LP-100	IRRIGATION OVERALL PLAN	LI-100
PLAN & SCHEDULES		IRRIGATION PLAN	LI-101
LANDSCAPE PLAN	LP-101	IRRIGATION PLAN	LI-102
LANDSCAPE PLAN	LP-102	IRRIGATION PLAN	LI-103
LANDSCAPE PLAN	LP-103	IRRIGATION DETAILS	LI-501
LANDSCAPE DETAILS	LP-501	IRRIGATION DETAILS	LI-502

ABBREVIATIONS

&	AND	INSUL	INSULATION
@	AT	IN	INCH
CL	CENTERLINE	INT	INTEGRAL
Φ	DIAMETER OR ROUND	INV	INVERT
#	POUND OR NUMBER	JST	JOIST
		JNT	JOINT
AB	ANCHOR BOLT		
AD	AREA DRAIN	KJ	KEYED JOINT
ADDM	ADDENDUM		
ADJ	ADJUSTABLE	LP	LOW POINT
AGG	AGGREGATE	LF	LINEAL FEET
ALUM	ALUMINUM	LBS	POUNDS
ALT	ALTERNATE		
APPROX	APPROXIMATE	MAX	MAXIMUM
ASPH	ASPHALT	ME	MATCH EXISTING
ARCH	ARCHITECT(URAL)	MECH	MECHANICAL
		MEMB	MEMBRANE
		MED	MEDIUM
BOC	BACK OF CURB	MET	METAL
BW	BOTTOM OF WALL	MFG	MANUFACTURER
BS	BOTTOM OF STAIR	MH	MANHOLE
BEV	BEVEL	MID	MIDDLE
BITUM	BITUMINOUS	MIN	MINIMUM
BLDG	BUILDING	MIR	MIRROR
BM	BENCHMARK	MISC	MISCELLANEOUS
BRKT	BACKET	MTD	MOUNTED
BOT	BOTTOM	MTG	MOUNTING
BSMT	BASEMENT		
BTWN	BETWEEN	N	NORTH
BRLP	BURLAP	NIC	NOT IN CONTRACT
		NO, #	NUMBER
		NOM	NOMINAL
		NTS	NOT TO SCALE
CB	CATCH BASIN	OA	OVERALL
CF	CUBIC FOOT/FEET	OC	ON CENTER
CHAM	CHAMFER	OPP	OPPOSITE
CIP	CAST IN PLACE	OH	OVERHEAD
CJ	CONTROL JOINT		
CL	CENTER LINE	PA	PLANTING AREA
CMU	CONCRETE MASONRY UNIT(S)	PC	POINT OF CURVATURE
CO	CLEAN OUT	PL	PROPERTY LINE
COL	COLUMN	PLBG	PLUMBING
COMP	COMPACTED	PLNTG	PLANTING
CONC	CONCRETE	PNL	PANEL
COND	CONDITION	POL	POLISHED
CONSTR	CONSTRUCTION	PR	PAIR
CONT	CONTINUOUS	PRCST	PRECAST
CONTR	CONTRACTOR	PSI	POUNDS PER SQUARE INCH
CTR	CENTER	PT	POINT OF TANGENCY
CY	CUBIC YARD(S)	PTD	PAINTED
		PVC	POLYVINYL CHLORIDE
		PVMT	PAVEMENT
DPHT	DEEP DEPTH	RAD	RADIUS
DBL	DOUBLE	REF	REFERENCE
DEMO	DEMOLISH, DEMOLITION	REINF	REINFORCING
DEP	DEPRESSED	REQ	REQUIRED
DEPT	DEPARTMENT	RESIL	RESILIENT
DET	DETAIL	ROW	RIGHT OF WAY
DIA	DIAMETER		
DIM	DIMENSION	S	SOUTH
DN	DOWN	SC	SCALE
DR	DOOR	SCHD	SCHEDULE
DWG	DRAWING	SCRN	SCREEN
		SECT	SECTION
E	EAST	SF	SQUARE FOOT (FEET)
EA	EACH	SHT	SHEET
EJ	EXPANSION JOINT	SG	SUBGRADE
ELEV	ELEVATION	SQ	SQUARE
ELEC	ELECTRICAL	SST	STAINLESS STEEL
ENCL	ENCLOSURE	STA	STATION
EQ	EQUAL	STD	STANDARD
EW	EACH WAY	STL	STEEL
EQUIV	EQUIVALENT	STRC	STRUCTURAL
EXIST, EX	EXISTING	SY	SQUARE YARD
		SYM	SYMMETRICAL
FD	FLOOR DRAIN	TC	TOP OF CURB
FDN	FOUNDATION	TS	TOP OF STEP/SEAT
FF	FACE FOOT	TW	TOP OF WALL
FFE	FINISH FLOOR ELEVATION	TYP	TYPICAL
FIN	FINISH(ED)		
FG	FINISH GRADE	VAR	VARIES
FL	FLOWLINE	VERT	VERTICAL
FLR	FLOOR		
FLASH	FLASHING	W	WEST
FT	FOOT, FEET	W/	WITH
FTG	FOOTING	WID	WIDTH
		WL	WATER LEVEL
GA	GAUGE	W/O	WITHOUT
GALV	GALVANIZED	WT	WEIGHT
GC	GENERAL CONTRACT(OR)	WWM	WELDED WIRE MESH
GLULAM	GLUE LAMINATED		
GND	GROUND		
GR	GRADE		
HT	HEIGHT		
HORIZ	HORIZONTAL		
HP	HIGH POINT		

ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
LANDSCAPE NOTES

PROJECT #: 240804

SHEET NUMBER

LP-001



Know what's below.
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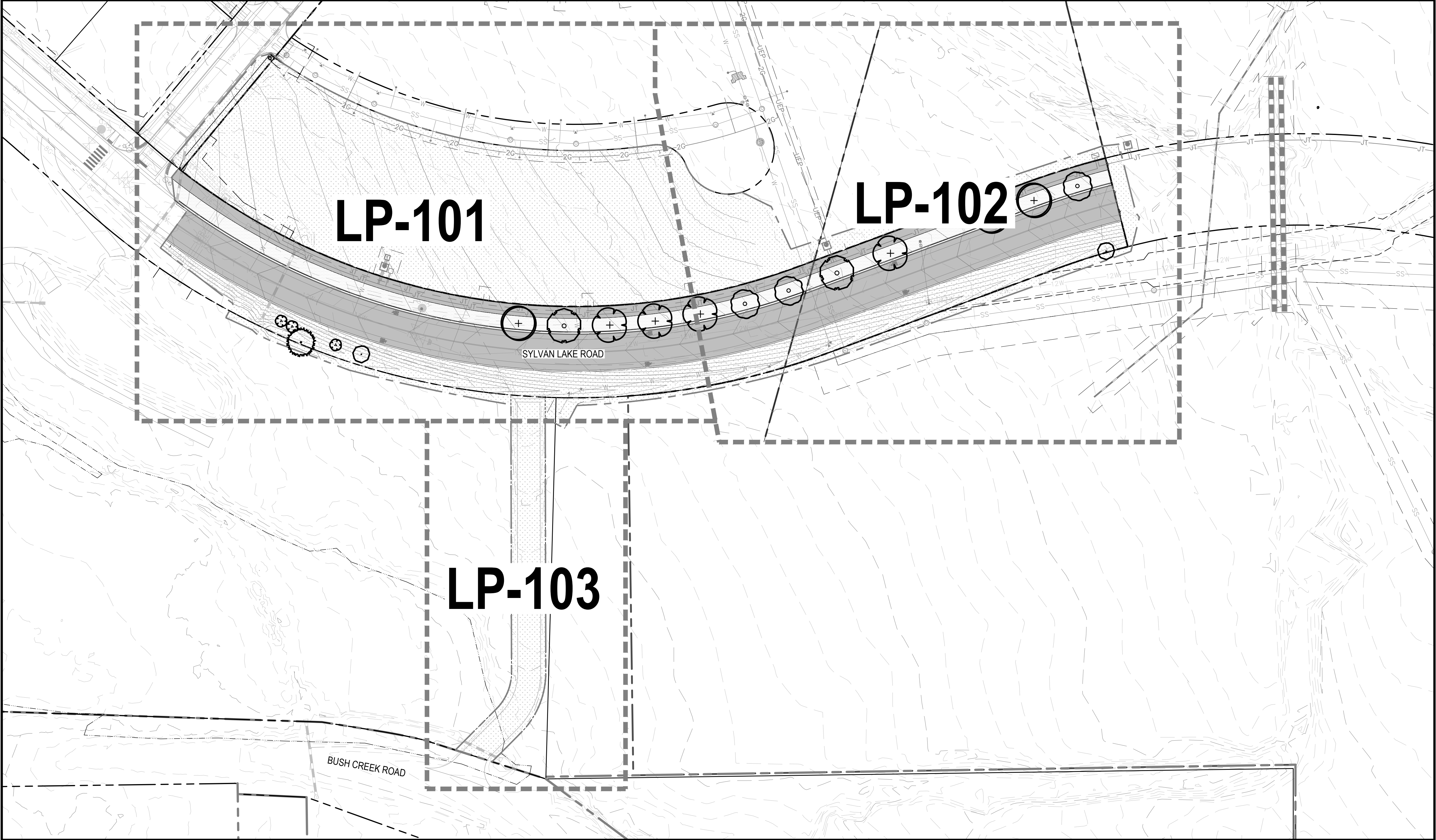
ISSUE DATE: 12-10-2024

DATE	REVISION COMMENTS
12.10.24	100% DD TOWN COMMENT
01.31.25	100% DD TOWN COMMENT
03.14.25	100% CD SET



1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

OVERALL LANDSCAPE PLAN



REFERENCES

CALLOUTS

SCHEDULE

INDICATES SCHEDULE

M - MATERIAL F - FENCE

P - PAVEMENT MS - SPECIALTY MATERIALS

S - AMENITY PD - POOL DECK

INDICATES NUMBER

INDICATES NOTES

D - DEMOLITION

N - KEYNOTE

INDICATES NUMBER

DETAIL

DETAIL IDENTIFICATION

SHEET WHERE SHOWN

SECTION/ELEVATION

SECTION IDENTIFICATION

SHEET WHERE SHOWN

REVISION SYMBOL

AREA OF REVISION

REVISION NUMBER

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	WATER USE	HEIGHT	SPREAD
DECIDUOUS CANOPY TREES								
** CE OC	2	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B & B	3" CAL.	LOW	50'-60'	40'-50'
** GL IN	3	GLEDITSIA TRIACANTHOS INERMIS 'HARVE'	NORTHERN ACCLAIM® HONEY LOCUST	B & B	3" CAL.	MOD	40'-50'	25'-30'
** GL SH	3	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'™	SHADEMASTER LOCUST	B & B	3" CAL.	LOW	40'-50'	30'-40'
** TI FL	4	TILIA X FLAVESCENS 'GLENLEVEN'	GLENLEVEN LINDEN	B & B	3" CAL.	MOD	40'-50'	25'-30'
EVERGREEN TREES								
PI PU	1	PICEA PUNGENS	COLORADO SPRUCE	B & B	6' HEIGHT	MOD	40'-50'	25'-30'
ORNAMENTAL TREES								
AC GL	3	ACER GLABRUM	ROCKY MOUNTAIN MAPLE	B & B	6' CLUMP	LOW	15'-20'	8'-10'
CR SU	2	CRATAEGUS SUCCULENTA	FLESHY HAWTHORN	B & B	2" CAL.	MOD	15'-25'	20'-25'
DECIDUOUS SHRUBS								
LO AR	2	LONICERA TATARICA 'ARNOLD'S RED'	ARNOLD'S RED HONEYSUCKLE	CONT.	#5	LOW	9'-12'	9'-10'
PH MO	4	PHYSOCARPUS MONOGYNUS	MOUNTAIN NINEBARK	CONT.	#5	LOW	3'-4'	3'-4'
SA IR	6	SALIX IRRORATA	DEWYSTEM WILLOW	CONT.	#5	MOD	9'-12'	12'-15'
SY VU	6	SYRINGA VULGARIS	COMMON PURPLE LILAC	CONT.	#5	LOW	15' <	11'-12'

- NOTE:
- DECIDUOUS CANOPY TREES IN RIGHT-OF-WAY TO BE SPACED AT A MIN OF 30' AND MAX OF 50' **
 - ALL TREES AND SHRUBS TO BE DRIP IRRIGATED

LOW GROW NATIVE SEED MIX (TEMPORARY IRRIGATION)

COMMON NAME	SCIENTIFIC NAME	PLS LBS PER ACRE	PERCENT PER ACRE
BLUE FESCUE	FESTUCA GLAUCA	4.4	20%
BLUE GRAMA	BOUTELOUA GRACILIS	3.3	15%
ROCKY MOUNTAIN FESCUE	FESTUCA SAXIMONTANA	3.3	15%
CANBY BLUEGRASS	POA SECUNDA 'CANBAR'	3.3	15%
INDIAN RICEGRASS	ORYZOPSIS HYMENOIDES	2.2	10%
SANDBERG BLUE	POA SECUNDA	2.2	10%
SIDEOATS GRAMA	BOUTELOUA CURTIPENDULA	2.2	10%
ALPINE BLUEGRASS	POA ALPINA	0.45	2.5%
BOTTLEBRUSH SQUIRRELTAIL	ELYMUS ELYMOIDES	0.45	2.5%
TOTAL		21.8	100%

SHORT DRY GRASS NATIVE SEED MIX (TEMPORARY IRRIGATION)

COMMON NAME	PLS LBS PER ACRE	PERCENT PER ACRE
HARD FESCUE, VNS	0.6	30%
CREeping RED FESCUE, VNS	0.6	30%
SHEEP FESCUE, MEKLENBERGER	0.5	25%
CANADA BLUEGRASS, RUBENS	0.2	10%
CANBY BLUEGRASS, CANBAR	0.1	5%
TOTAL	2.0	100%

- SLOPES OVER 3:1 SHALL BE HAYED AND TECKIFIED, NETTED, OR HYDROMULCHED
- SPREAD SEED AT A RATE OF 2 LBS PER 1000 SF



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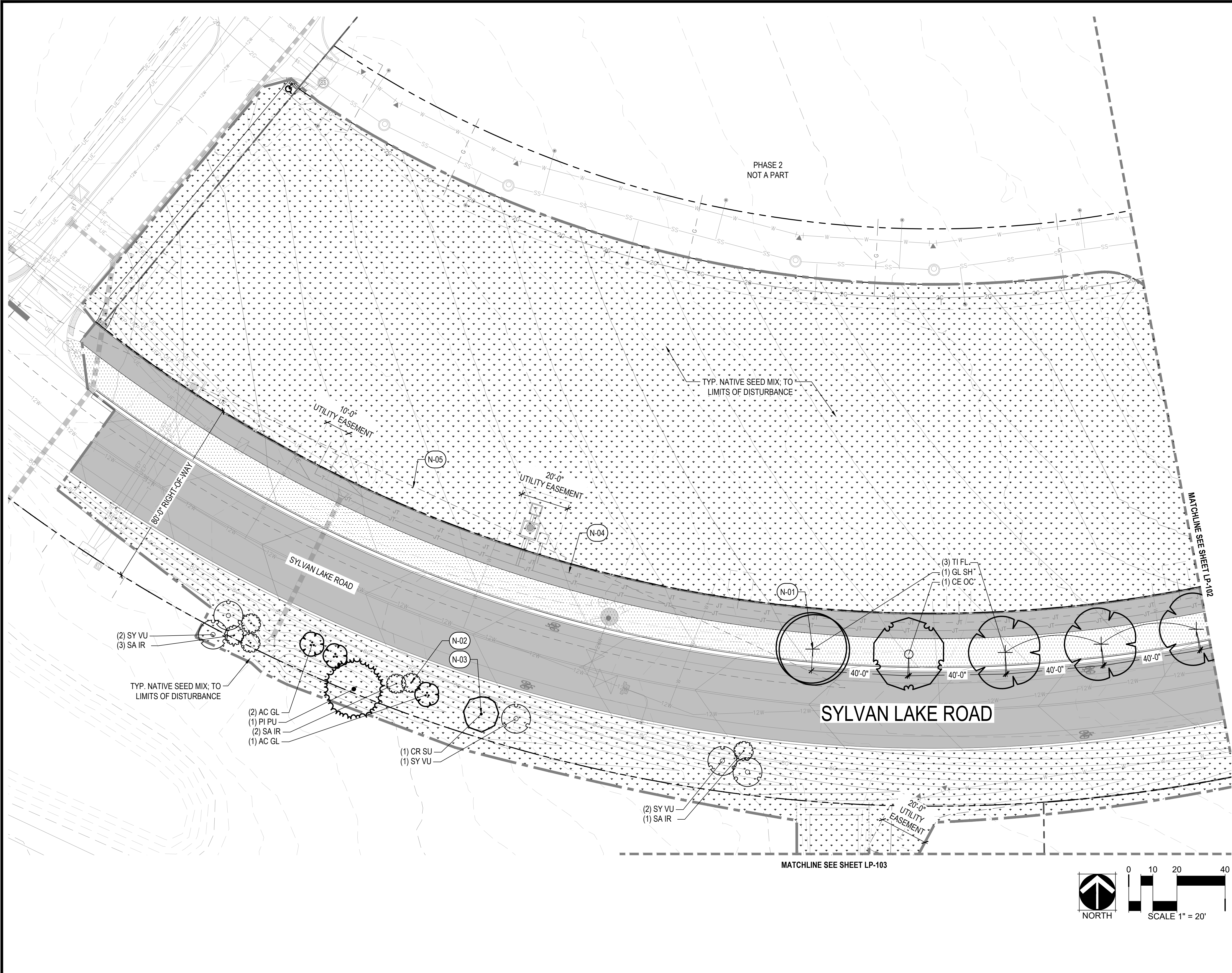
HARRIS KOCHER SMITH

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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
OVERALL LANDSCAPE
PLAN & SCHEDULES

PROJECT #: 240804
SHEET NUMBER
LP-100
27 of 38



PLANT SCHEDULE

CODE	COMMON NAME
DECIDUOUS CANOPY TREES	
**CE OC	COMMON HACKBERRY
**TI FL	GLENLEVEN LINDEN
**GL IN	NORTHERN ACCLAIM® HONEY LOCUST
**GL SH	SHADEMASTER LOCUST
EVERGREEN TREES	
PI PU	COLORADO SPRUCE
ORNAMENTAL TREES	
CR SU	FLESHY HAWTHORN
AC GL	ROCKY MOUNTAIN MAPLE
DECIDUOUS SHRUBS	
LO AR	ARNOLD'S RED HONEYSUCKLE
SY VU	COMMON PURPLE LILAC
SA IR	DEWYSTEM WILLOW
PH MO	MOUNTAIN NINEBARK

- NOTE:
- DECIDUOUS CANOPY TREES IN RIGHT-OF-WAY TO BE SPACED AT A MIN OF 30' AND MAX OF 50' **
 - ALL TREES AND SHRUBS TO BE DRIP IRRIGATED

LEGEND

---	MATCHLINE
---	LIMITS OF WORK
---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	EXISTING CONTOURS
---	PROPOSED CONTOURS
Symbol	DESCRIPTION
Symbol	PROPOSED TREES
Symbol	PROPOSED SHRUBS, PERENNIALS, AND GRASSES

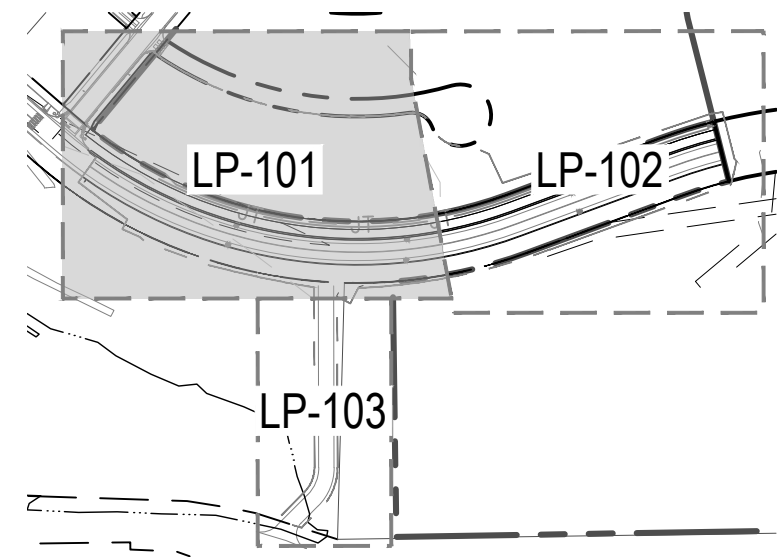
Symbol	DESCRIPTION
Symbol	PROPOSED ROADS & WALKS, RE: CIVIL

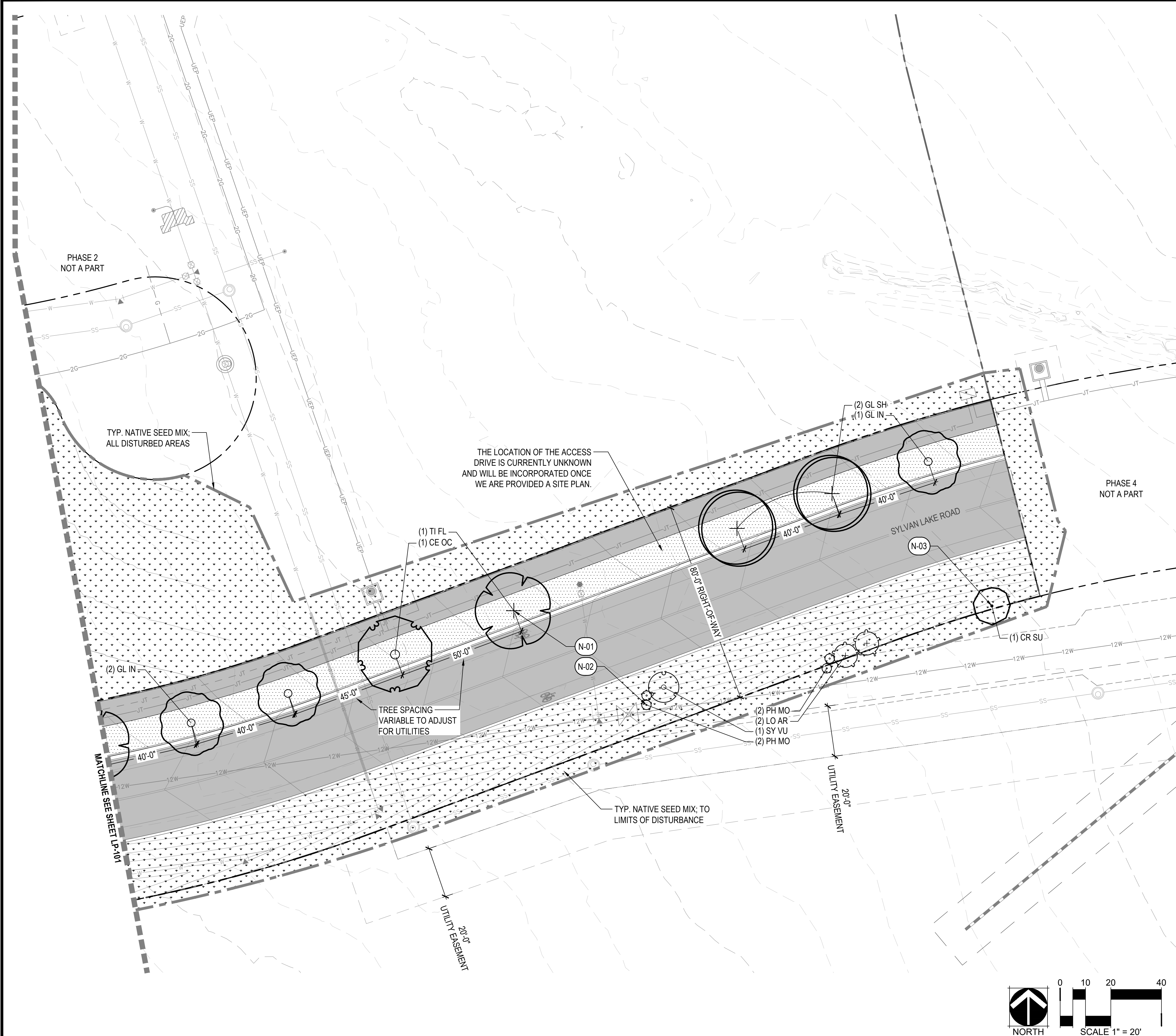
GROUND COVERS	
Symbol	LOW GROW NATIVE SEED MIX
Symbol	SHORT DRY GRASS NATIVE SEED MIX

KEY NOTES

CODE	DESCRIPTION	DETAIL
N-01	TREE PLANTING	1 / LP-501
N-02	SHRUB PLANTING	2 / LP-501
N-03	TREE PLANTING ON SLOPE	3 / LP-501
N-04	PROPOSED UTILITIES, TYP. RE: CIVIL DWGS.	
N-05	SIGHT TRIANGLES, TYP. RE: CIVIL DWGS.	

KEY MAP N.T.S.





PLANT SCHEDULE

CODE	COMMON NAME
DECIDUOUS CANOPY TREES	
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**GL IN	NORTHERN ACCLAIM® HONEY LOCUST
**GL SH	SHADEMASTER LOCUST
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PI PU	COLORADO SPRUCE
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LEGEND

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--- LIMITS OF WORK
--- PROPERTY LINE
--- RIGHT-OF-WAY LINE
--- EXISTING CONTOURS
--- PROPOSED CONTOURS

PROPOSED TREES

PROPOSED SHRUBS, PERENNIALS, AND GRASSES

SYMBOL DESCRIPTION

PROPOSED ROADS & WALKS, RE: CIVIL

GROUND COVERS

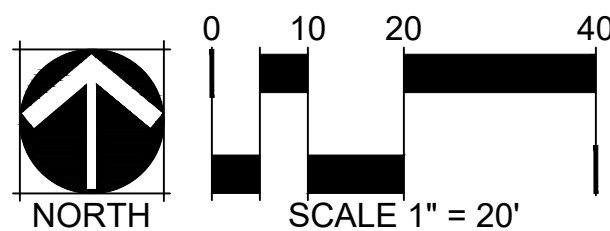
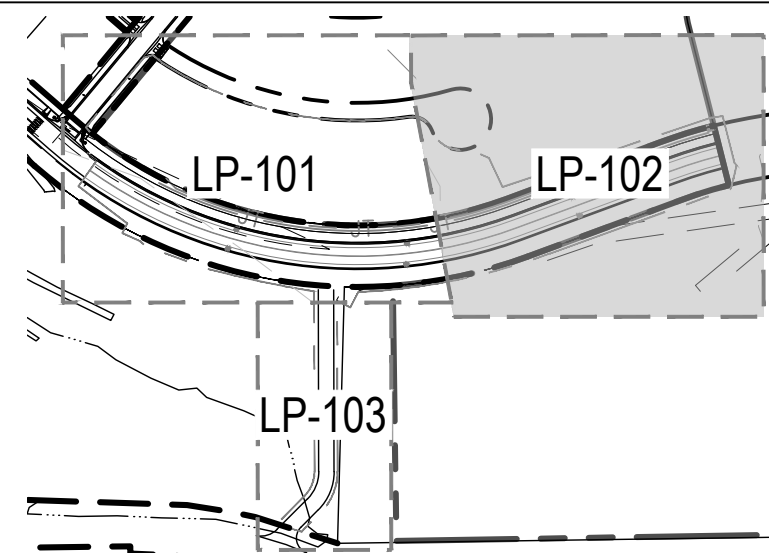
LOW GROW NATIVE SEED MIX

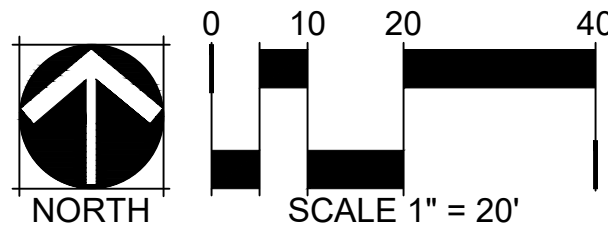
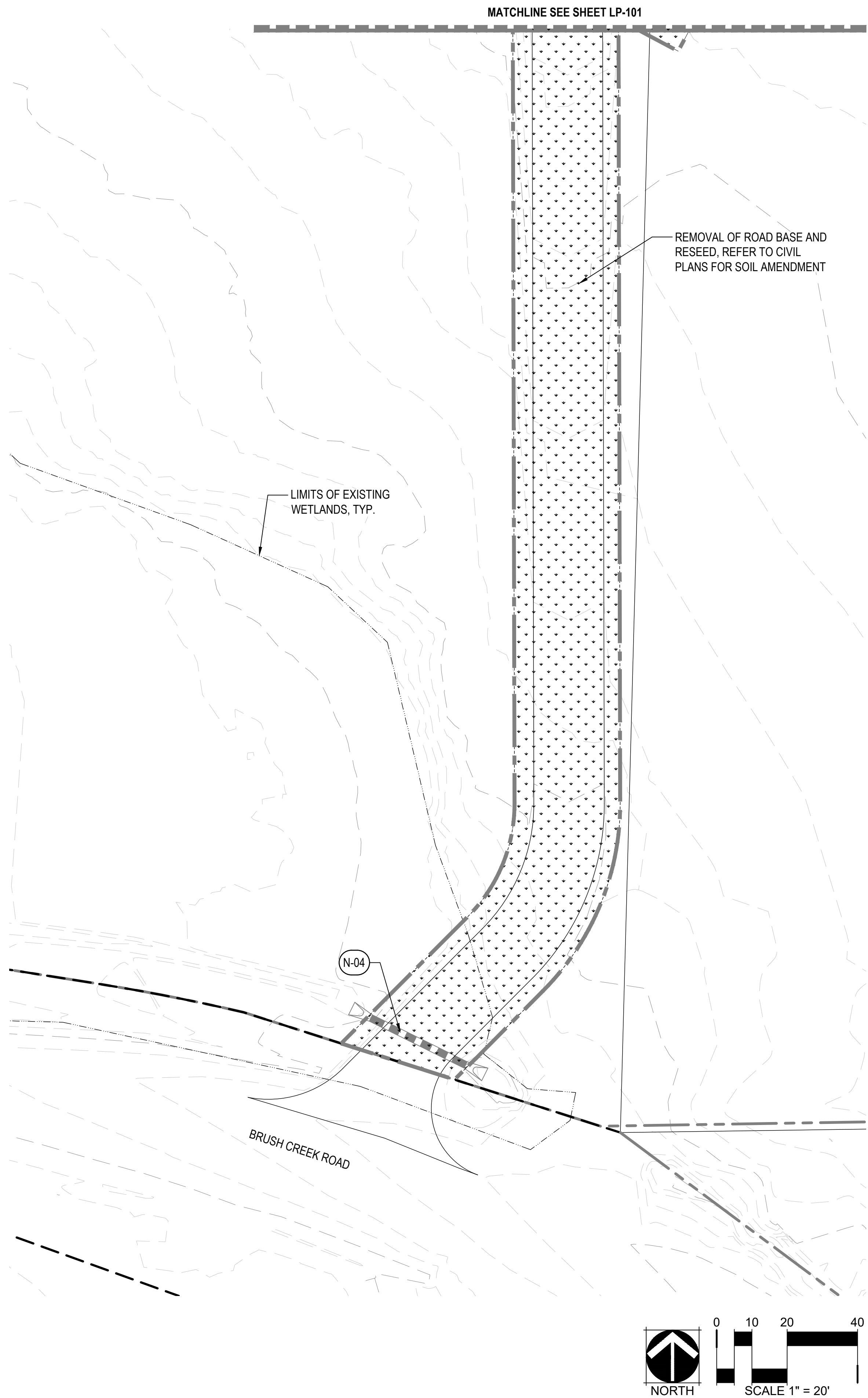
SHORT DRY GRASS NATIVE SEED MIX

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LEGEND

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PROPOSED CONTOURS

PROPOSED TREES

PROPOSED SHRUBS, PERENNIALS, AND GRASSES

SYMBOL

DESCRIPTION

PROPOSED ROADS & WALKS;
RE: CIVIL

GROUND COVERS

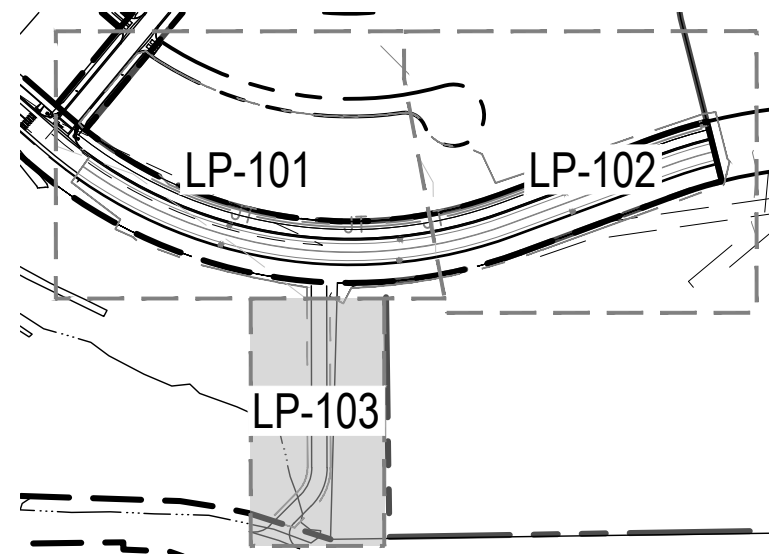
LOW GROW NATIVE SEED MIX

SHORT DRY GRASS NATIVE SEED MIX

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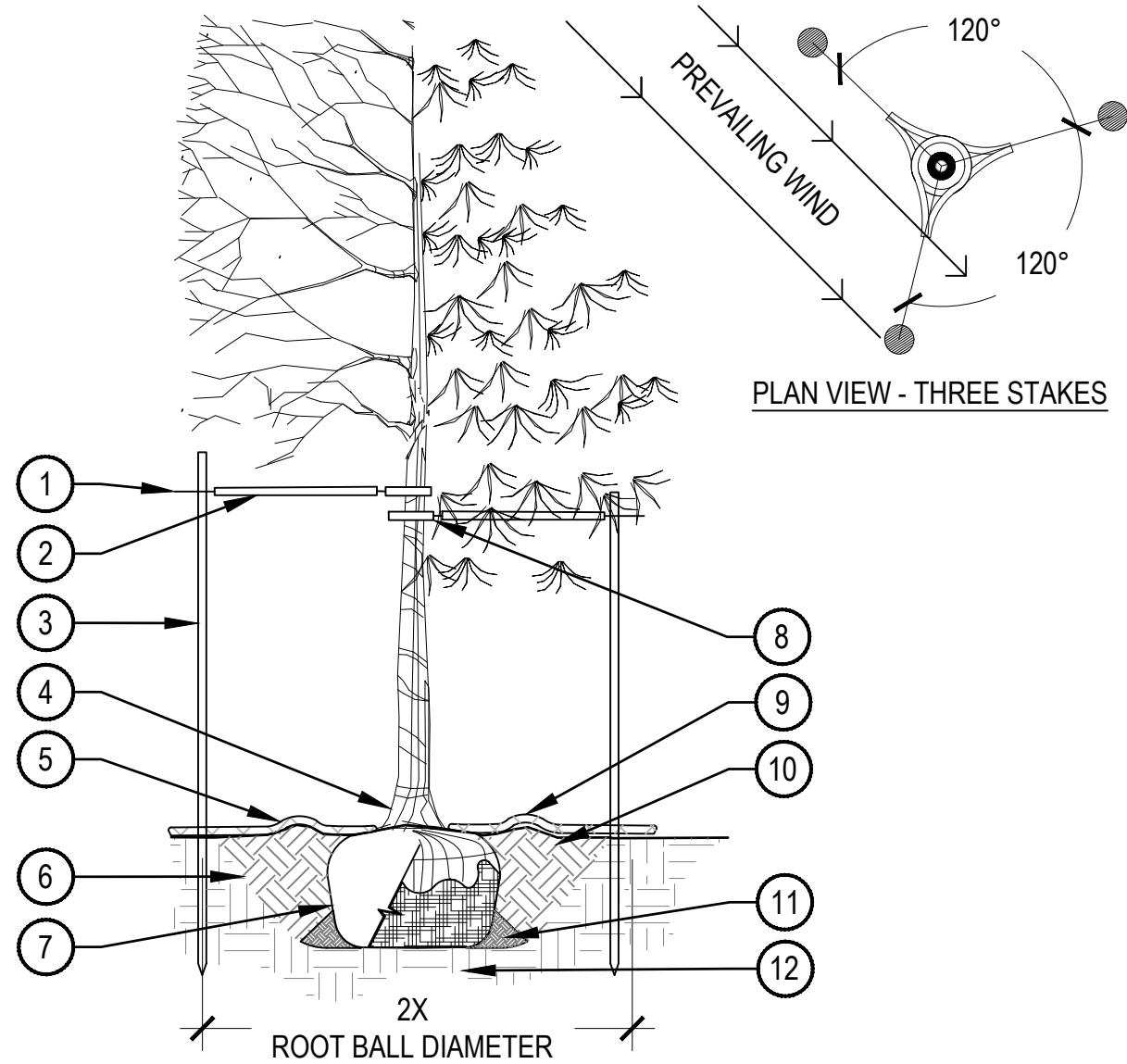


PRUNING NOTES:

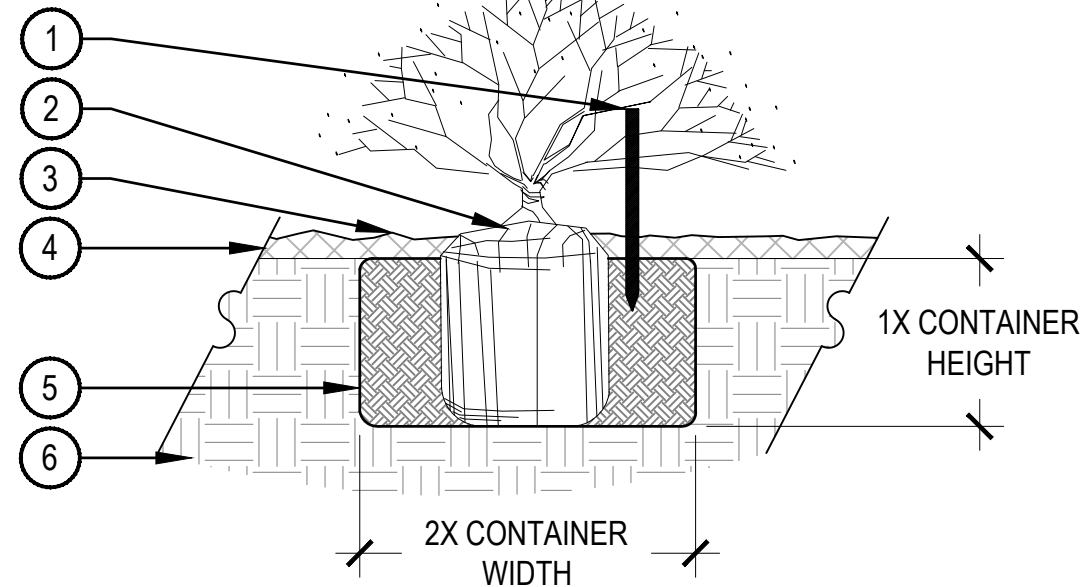
1. ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
2. DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

STAKING NOTES:

1. STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF (1) ONE YEAR CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUNK OF TREE, WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.
 - a. 2" CALIPER SIZE AND UNDER DECIDUOUS AND ASPEN TREES - MINIMUM 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE).
 - b. EVERGREEN TREES - 3 STAKES PER DIAGRAM.
 - c. 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM.
2. WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
3. ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.
4. TREATED WOOD POST PREFERRED. METAL T STAKES WITH PLASTIC SAFETY CAPS ACCEPTABLE WITH APPROVAL FROM OWNER.



- 1 GALVANIZED WIRE
- 2 PLACE MINIMUM 1/2" PVC PIPE AROUND EACH WIRE, EXPOSED WIRE SHALL BE MAXIMUM 2" EACH SIDE
- 3 INSTALL STAKING PER SPECIFICATIONS
- 4 PLANT TREE SO THAT FIRST ORDER MAJOR ROOT IS 1"-2" ABOVE FINAL GRADE
- 5 2'-0" RADIUS MULCH RING, CENTERED ON TRUNK. 3" DEPTH, DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK, FINISHED GRADE REFERENCES TOP OF MULCH
- 6 1:1 SLOPE ON SIDES OF PLANTING HOLE
- 7 REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM THE ENTIRE ROOTBALL AND TRUNK
- 8 GROMMETED NYLON STRAPS
- 9 4-6" HIGH WATER SAUCER IN NON-TURF AREAS
- 10 BACKFILL AROUND ROOTBALL WITH PLANT MIX, PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, EXCAVATED SOIL, PLUS MYCORRHIZAL INOCULANT PER SPECIFICATIONS
- 11 PLACE SOIL AROUND ROOT BALL FIRMLY, DO NOT COMPACT OR TAMP, SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS
- 12 PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT



NOTES:

1. BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED.
2. CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER.
3. ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER.
4. DIG PLANT PIT TWICE AS WIDE AND AS HIGH AS THE CONTAINER.
5. PRUNE ALL DEAD OR DAMAGED WOOD PRIOR TO PLANTING, DO NOT PRUNE MORE THAN 20% OF LIMBS.

1 TREE PLANTING DETAIL

SCALE: 3/16" = 1'-0"

NOTES:

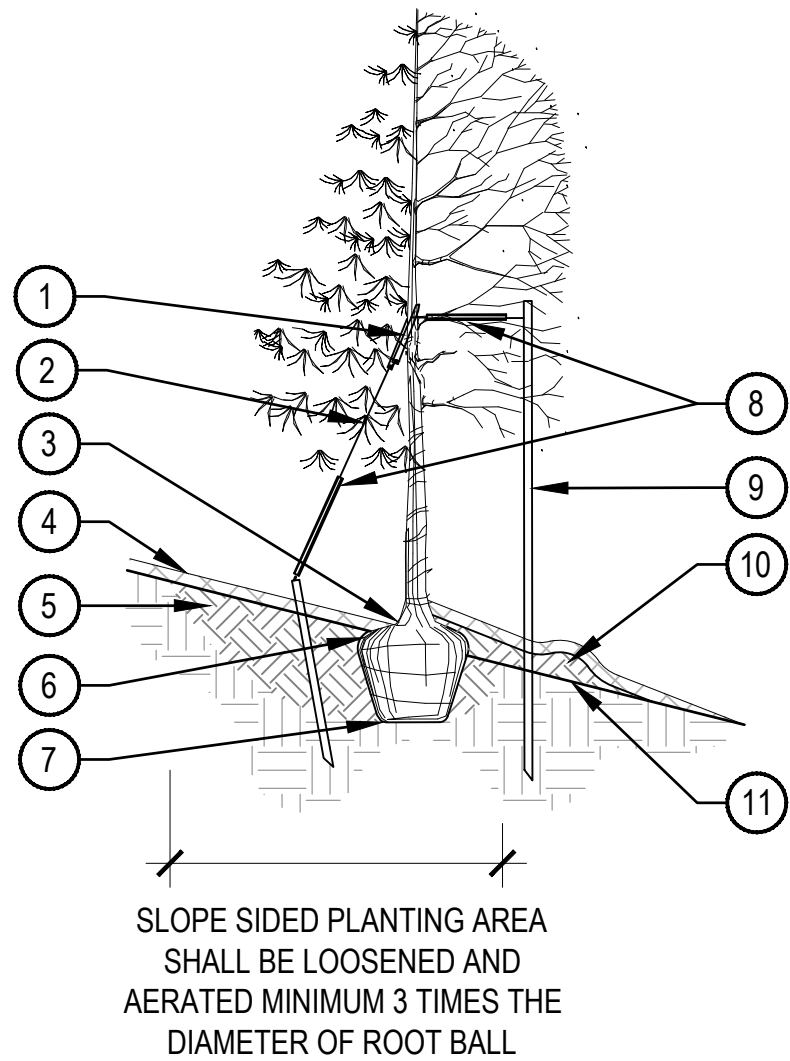
1. EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND LESS THAN THE DISTANCE FROM THE TOP MOST ROOT AND THE BOTTOM OF THE ROOT BALL. THE PLANTING AREA SHALL BE LOOSENEED AND AERATED AT LEAST THREE TO FIVE TIMES THE DIAMETER OF THE ROOT BALL. REFERENCE TREE PLANTING DETAIL FOR BACKFILL NOTES.
2. TREES SHALL BE PLANTED WITH THE TOP MOST ROOT IN THE ROOT BALL 3" TO 5" HIGHER THAN THE FINISHED LANDSCAPE GRADE. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED.
3. FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 3" TO 4" DEPTH OF SPECIFIED MULCH INSIDE WATERING RING.

PRUNING NOTES:

1. ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
2. DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

STAKING NOTES:

1. STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF (1) ONE YEAR CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUNK OF TREE, WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.
 - a. 2" CALIPER SIZE AND UNDER DECIDUOUS AND ASPEN TREES - MINIMUM 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE).
 - b. EVERGREEN TREES - 3 STAKES PER DIAGRAM.
 - c. 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM.
2. WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
3. ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.
4. USE GUY ASSEMBLIES FOR EVERGREENS AND TREES OVER 3" CALIPER. ALL WIRE TO BE MINIMUM 12 GAUGE GALVANIZED.



- 1 GROMMETED NYLON STRAP
- 2 GALVANIZED WIRE
- 3 TOP MOST ROOT IN ROOTBALL: 1"-2" ABOVE EXISTING GRADE, UPHILL SIDE
- 4 2-4" OF ORGANIC MULCH APPLIED OVER PLANTING AREA AND AWAY FROM THE TRUNK, FINISHED GRADE REFERENCES TOP OF MULCH
- 5 BACKFILL WITH PLANT MIX, PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, EXCAVATED SOIL, PLUS MYCORRHIZAL INOCULANT PER SPECIFICATIONS. WATER THOROUGHLY WHEN BACKFILLING
- 6 REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOTBALL AND TRUNK
- 7 PLACE ROOTBALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT, IF SOIL HAS BEEN IMPORTED, PROVIDE MODERATE FOOT PACKING OF SOIL DIRECTLY UNDER LOCATION OF ROOTBALL
- 8 24" X 3/4" P.V.C. MARKERS (TYPICAL) OVER WIRES
- 9 TREATED WOOD POST, OR METAL T STAKE WITH CAP, WITH GROMMETED NYLON STRAPS, USE 2 GUY WIRES
- 10 UNAMENDED TOPSOIL ADDED TO EXISTING GRADE ON DOWN HILL SIDE. REFER TO SPECIFICATIONS
- 11 EXISTING GRADE

3 TREE PLANTING ON SLOPE

SCALE: 1/4" = 1'-0"

2 SHRUB PLANTING IN NATIVE AREAS

SCALE: 1 1/2" = 1'-0"

ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
LANDSCAPE DETAILS

PROJECT #: 240804
SHEET NUMBER
LP-501

ISSUE DATE: 12-10-2024

DATE	REVISION COMMENTS
12.10.24	100% DD TOWN COMMENT
01.31.25	100% DD TOWN COMMENT
03.14.25	100% CD SET

IRRIGATION GENERAL NOTES

1.

THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE IMPROVEMENTS SHOWN ON THE PLANS.
2.

THE CONTRACTOR SHALL COORDINATE AS NECESSARY WITH THE GENERAL CONTRACTOR AND OWNER'S REPRESENTATIVE FOR SUCCESSFUL COMPLETION OF THIS WORK.
3.

ALL IRRIGATION EQUIPMENT IS TO BE AS SPECIFIED OR APPROVED EQUAL PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE. THE CONTRACTOR ASSUMES ALL LIABILITY ASSOCIATED WITH THE MODIFICATION OF THE IRRIGATION SYSTEM DESIGN WITHOUT NOTIFYING THE OWNER'S REPRESENTATIVE.
4.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT A THOROUGH SITE INSPECTION AND REVIEW OF THE PROJECT CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: LANDSCAPE PLAN, UTILITY PLAN, CIVIL UTILITY PLAN, ARCHITECTURE PLAN, GRADING AND DRAINAGE PLAN AND ALL OTHER ASSOCIATED PLANS AND SPECIFICATIONS THAT AFFECT THIS WORK PRIOR TO START OF WORK. IF THE AND CONTRACTOR OBSERVES ANY DISCREPANCIES AMONG THE CONSTRUCTION DOCUMENTS AND THE EXISTING CONDITIONS ON SITE, IT IS THEIR RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY.
5.

THE CONTRACTOR MUST VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. IF THE CONTRACTOR FAILS TO DO SO AND DAMAGES ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL PAY FOR ANY REPAIR WORK ASSOCIATED WITH SAID DAMAGES.
6.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ADEQUATE VERTICAL AND HORIZONTAL SEPARATION BETWEEN ALL IRRIGATION DISTRIBUTION LINES AND ALL UTILITIES (EXISTING OR PROPOSED), CONDUIT, STORM WATER COMPONENTS, DRAINS, ETC.
7.

THE CONTRACTOR SHALL CONFORM TO ALL LOCAL AND STATE REGULATIONS AND INSTALL THE IRRIGATION SYSTEM AND ITS COMPONENTS PER MANUFACTURER'S SPECIFICATIONS. THE CONTRACTOR SHALL OBTAIN AND PROVIDE PAYMENT FOR ALL PERMITS REQUIRED BY ANY LOCAL AND STATE AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THIS SITE.
8.

IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN LANDSCAPE AREAS AND WITHIN THE PROJECT LIMITS. EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN FOR GRAPHIC CLARITY ONLY. IF THERE IS A QUESTION REGARDING THE LOCATION OF ANY COMPONENT OF THE IRRIGATION SYSTEM, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE. IF THE CONTRACTOR NEGLECTS TO NOTIFY THE NECESSARY PARTIES, THE CONTRACTOR SHALL PAY FOR ANY REPLACEMENT OR MODIFICATION TO ENSURE PROPER LOCATION AND OPERATION OF THE IRRIGATION SYSTEM AND ITS COMPONENTS.
9.

ALL IRRIGATION DISTRIBUTION LINES AND EQUIPMENT INCLUDING BUT NOT LIMITED TO, MAINLINE, LATERALS, SPRAY HEADS, DRIP EMITTERS SHALL BE KEPT A MINIMUM DISTANCE OF 6' AWAY FROM ALL BUILDING AND WALL FOUNDATIONS, OR AS STIPULATED IN THE GEOTECHNICAL REPORT , WHICHEVER IS GREATER. EQUIPMENT MAY BE SHOWN IN THIS AREA FOR GRAPHIC CLARITY. COORDINATE ALL REQUIRED SETBACKS WITH OWNER'S REPRESENTATIVE PRIOR TO START OF WORK.
10.

EACH VALVE SHALL BE INSTALLED IN A SEPARATE VALVE BOX AS DETAILED. ALL VALVE BOXES AND LIDS SHALL BE COMMERCIAL GRADE, PLASTIC WITH SELF LOCKING COVERS. LID COLOR TO BE PURPLE. INSTALL FLUSH TO FINISH GRADE AND PER CONSTRUCTION DETAILS. DO NOT INSTALL IN PAVED AREAS OR IN BOTTOMS OF DRAINAGE SWALES/BASINS.
11.

CONTRACTOR SHALL INSTALL DETECTABLE MARKING TAPE OR #14g DIRECT BURY TRACER WIRE IN ALL PRESSURE MAINLINE TRENCHES. SEE IRRIGATION DETAILS FOR MORE INFORMATION.
12.

PLANT MATERIAL LOCATIONS TAKE PRECEDENCE OVER ROUTING OF IRRIGATION PIPING. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
13.

THE CONTRACTOR SHALL MARK THE LOCATION OF THE MAINLINE, CONTROL VALVES, GATE VALVES AND HEAD LAYOUT OF A REPRESENTATIVE SPRAY ZONE. SCHEDULE A REVIEW WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
14.

INSTALL SCH. 40 BALL WITH OPERATIONAL INDICATOR AT ENDS OF ALL DRIP LATERALS AS DETAILED. FLUSH ALL LATERALS THOROUGHLY BEFORE INSTALLING EMITTERS AND BUBBLERS.
15.

CONTRACTOR SHALL FINE TUNE AND ADJUST NOZZLE DIRECTION AND RADIUS TO REDUCE OVERSPRAY ONTO PAVING OR HARD SURFACES.
16.

CONTRACTOR SHALL INSTALL A QUICK COUPLER IN 10" VALVE BOX AT THE END OF ALL BRANCHES OF THE MAINLINE, OR AS SHOWN ON PLANS, FOR WINTERIZATION AND FLUSHING OF MAINLINE.
17.

THE CONTRACTOR SHALL PERFORM A PRESSURE TEST ON ALL MAINLINES. CONTRACTOR SHALL PRESSURIZE MAINLINES TO 120 PSI AND MAINTAIN PRESSURE AT 120 PSI FOR A MINIMUM CONTINUOUS PERIOD OF TWO (2) HOURS TO ACHIEVE FINAL ACCEPTANCE.
18.

THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE DURING A THREE(3) NIGHT PER WEEK, SIXTEEN(16) HOURS PER NIGHT WATERING WINDOW. DRIP IRRIGATION ZONES MAY BE ALLOWED TO RUN ON A SEPARATE SCHEDULE FROM THIS WATER WINDOW DEPENDING JURISDICTION. LANDSCAPE ESTABLISHMENT WILL REQUIRE INCREASED IRRIGATION WATER FOR DURATION OF THE ESTABLISHMENT PERIOD AND MAY REQUIRE TWICE THE AMOUNT OF WATER AS ESTABLISHED PLANT MATERIAL. THE CONTRACTOR SHALL COORDINATE WATERING SCHEDULES AND APPLICATION RATES WITH THE OWNER'S REPRESENTATIVE PRIOR TO FINAL ACCEPTANCE.
19.

THE DESIGN IS BASED ON THE FOLLOWING PROJECTED PEAK SEASON WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND VARIABLE WEATHER CONDITIONS.

•

FESCUE/BLEUGRASS BLEND TURF 1.75" PER WEEK PEAK SEASON

•

TREE, SHRUB, AND PERENNIAL PLANT MATERIAL 1.00" PER WEEK PEAK SEASON

•

NATIVE DROUGHT TOLERANT SEED MIX 0.75" PER WEEK PEAK SEASON

21.

THE CONTRACTOR SHALL PROVIDE A SEASONAL MAINTENANCE SCHEDULE WHICH SHALL BEGIN ON MAY 15TH AND END ON SEPTEMBER 15TH TO ENSURE THE EFFICIENCY AND LONGEVITY OF THE IRRIGATION SYSTEM. THE MAINTENANCE SCHEDULE SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING LIST OF BEST MANAGEMENT PRACTICES:

•

CHECK HEADS FOR COVERAGE AND LEAKAGE.

•

CHECK CONTROLLER PROGRAMMING AND ADJUST FOR SEASONAL CHANGES AS NECESSARY.

•

VERIFY THAT THE WATER SUPPLY AND PRESSURE ARE AS STATED IN THE DESIGN.

•

PERIODICALLY VERIFY THE THE SENSORS IN THE IRRIGATION SYSTEM ARE OPERATING CORRECTLY.

•

WINTERIZATION AND SPRING START UP PROCEDURES.
- IRRIGATION POINT OF CONNECTION NOTES
1.

POINT OF CONNECTION: THERE IS ONE (1) POINT OF CONNECTION ON THIS PROJECT.
POC #1 : 2-1/2" DEDICATED IRRIGATION WATER METER LOCATED NEAR PUMP HOUSE.

•

CONTRACTOR IS TO LOCATE AND CONNECT TO THE DEDICATED NON-POTABLE IRRIGATION WATER DISTRUBUTION MAIN (PROVIDED BY OTHERS) WITH CLASS 200 PVC AT A DEPTH OF 24". EXTEND CLASS 200 PVC MINIMUM 30" HORIZONTAL FROM POINT OF CONNECTION AND INSTALL ONE MANUAL DRAIN, ONE GATE VALVE, MASTER VALVE, FLOW SENSOR, 1" QUICK COUPLER, AND EXTEND MAINLINE TO VALVES AS SHOWN.

•

THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES, OBTAIN AND PROVIDE PAYMENT FOR ALL PERMITS ASSOCIATED WITH THIS WORK. FINAL LOCATION OF BACKFLOW PREVENTION UNIT SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

2.

CONTROLLER LOCATION: THERE IS ONE (1) CONTROLLER ON THIS PROJECT.
CONTROLLER A : PEDESTAL MOUNTED CONTROLLER LOCATED NEAR POC #1.

•

CONTROLLER SHALL BE PROGRAMMED TO RUN MULTIPLE VALVES AT ONE TIME WITH A MAXIMUM TOTAL OF 70 GPM .

•

CONTROLLER TO BE MOUNTED PER DETAILS AND MANUFACTURER'S SPECIFICATIONS.

•

CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND ELECTRICAL PLANS FOR POWER SERVICE. ALL ELECTRICAL EQUIPMENT AND POWER CONNECTION INSTALLATION SHALL CONFORM TO ALL LOCAL CODES. INSTALL A LINE VOLTAGE SURGE DEVICE (INTERMATIC AG2401C3/ OR SQUARE D SDSA1175) FOR 120V IN A JUNCTION BOX PRIOR TO CONTROLLER.

•

RAIN/FREEZE SENSOR: MOUNT THE RAIN SENSOR ON POLE IN PROXIMITY TO THE CONTROLLER. THE SENSOR SHALL BE RECEIVED IN A LOCATION IN FULL SUN AND OPEN TO RAINFALL. SENSOR SHALL BE NO MORE THAN 200' FROM WIRELESS RECEIVER. MOUNT WIRELESS RECEIVER ON OR ADJACENT TO THE IRRIGATION CONTROLLER.

3.

SYSTEM PRESSURE: THE SYSTEM HAS BEEN DESIGNED PER THE FOLLOWING SPECIFICATIONS: REQUIRED MINIMUM STATIC PRESSURE OF TBD PSI AND MAXIMUM SAFE VELOCITY OF 5 FPS IN ANY PVC PIPE AND 7.5 FPS IN ANY COPPER PIPE.

•

PER CIVIL ENGINEER THE STATIC PRESSURE FROM THE PUMP IS APPROXIMATELY TBD PSI.

•

THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE PRESSURE IN THE FIELD AT THE POINT OF CONNECTION BEFORE CONSTRUCTION BEGINS AND FOR NOTIFYING THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN THE DESIGN PRESSURE OF THE SYSTEM AND THE MEASURED PRESSURE IN THE FIELD. IF THE CONTRACTOR FAILS TO NOTIFY OWNER'S REPRESENTATIVE OF SUCH DISCREPANCIES, THEN THE CONTRACTOR ASSUMES ALL LIABILITY AND COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS TO ACCOMMODATE THE ACTUAL PRESSURE.

4.

FLOW SENSOR: SENSOR REQUIRES A MINIMUM FLOW FOR PROPER READINGS. MULTIPLE ZONES MAY BE REQUIRED TO RUN SIMULTANEOUSLY TO ACHIEVE THE MINIMUM FLOWS REQUIRED. CONTRACTOR TO SET "K" VALUES PER MANUFACTURER.

•

FLOW SENSOR REQUIRES A MINIMUM FLOW OF 1.0 GPM.

5.

COMMUNICATION: IT IS RECOMMENDED THAT THE IRRIGATION CONTROLLER BE CONNECTED TO A WATER MANAGEMENT CONTROL SOFTWARE FOR OPTIMUM FUNCTION OF THE IRRIGATION SYSTEM. COORDINATE WITH OWNER'S REPRESENTATIVE AND CONTACT THE LOCAL CONTROLLER MANUFACTURER REPRESENTATIVE OR AUTHORIZED VENDOR PRIOR TO ORDERING CONTROLLER FOR COMMUNICATION AND CONNECTIVITY OPTIONS.
- TWO WIRE NOTES
1.

GROUNDING FOR THE IRRIGATION CONTROLLER AND DECODERS ARE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND PER THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS GUIDELINE 100-2002 FOR EARTH GROUNDING ELECTRONIC EQUIPMENT IN IRRIGATION SYSTEMS FOUND AT WWW.ASIC.ORG. FOR ADDITIONAL TECHNICAL SUPPORT REGARDING THE IRRIGATION CONTROLLER OR GROUNDING PLEASE CONTACT THE MANUFACTURER.

2.

DO NOT LOOP TWO WIRE PATH. STAR PATTERN FROM CONTROLLER FOR EACH BRANCH OF MAINLINE.

3.

CONTRACTOR IS RESPONSIBLE FOR GROUNDING THE TWO-WIRE PATH AT THE FOLLOWING LOCATIONS, BUT ARE NOT LIMITED TO:

•

CONTROLLER TO BE GROUNDED INDEPENDENTLY FROM BUILDING.

•

GROUND 1ST DECODER ON WIRE PATH FROM CONTROLLER.

•

GROUND EVERY 15TH DECODER OR EVERY 500 FEET BETWEEN DECODERS, WHICH EVER LENGTH IS SMALLER.

•

GROUND EVERY END OF WIRE PATH.

4.

THE TWO-WIRE CONTROLLER REQUIRES EACH CONTROL VALVE AND SENSOR TO HAVE A DECODER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE PROPER DECODERS, SURGE SUPPRESSION AND GROUNDING. THE RAIN SENSOR AND FLOW SENSOR REQUIRE A SENSOR DECODER.

5.

QTY OF STATIONS (VALVES) PER MANIFOLD REQUIRED DECODER

•

SINGLE STATION RAIN BIRD IVM-SOL

•

FLOW SENSOR RAIN BIRD IVM-SEN

6.

CONTROLLER TWO-WIRE PATH SHALL BE MANUFACTURER'S APPROVED WIRE OR APPROVED EQUAL.

7.

CONTRACTOR SHALL USE UL APPROVED WIRE STRIPPER AND WATERPROOF CONNECTIONS (DBRY-6 OR APPROVED EQUAL) AT ALL SPLICES AND CONNECTIONS POINTS.

8.

PROVIDE 30" MINIMUM TWO WIRE PATH IN EACH VALVE BOX FOR MAINTENANCE.

9.

CONTRACTOR SHALL INCLUDE TWO-WIRE RUN PATHS ON AS-BUILT DRAWINGS.
- SLEEVING COORDINATION NOTES
1.

INSTALLATION OF IRRIGATION SLEEVING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR FOR LOCATION AND SIZING OF SLEEVES PRIOR TO THE START OF CONSTRUCTION.

2.

SLEEVES SHALL BE INSTALLED PRIOR TO THE START OF PAVING OPERATIONS.

3.

THE CONTRACTOR SHALL SLEEVE ALL IRRIGATION DISTRIBUTION LINES, VALVE CONTROL WIRES AND COMMUNICATION WIRES UNDER ALL PAVED SURFACES, WALL FOOTERS, DRAINAGE CHANNELS, INLETS, CATCH BASINS, ETC.

4.

ALL SLEEVES SHALL EXTEND A MINIMUM OF 12" BEYOND EDGE OF ALL OBSTRUCTIONS. NO TEES, ELLS OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER ANY OBSTRUCTIONS.

5.

EACH PIPE SHALL BE IN A SEPARATE SLEEVE. WIRES SHALL BE IN A SEPARATE PIPE UNDER ALL PAVED SURFACES.

6.

SLEEVING SHALL BE INSTALLED PER THE SIZES AND QUANTITIES SHOWN ON THE PLANS BASED ON THE CHART BELOW.

PIPING

REQUIRED SLEEVE SIZE

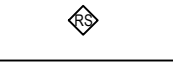
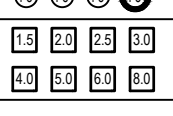
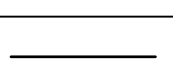
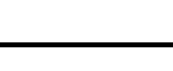
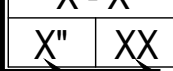
MAINLINE PIPING

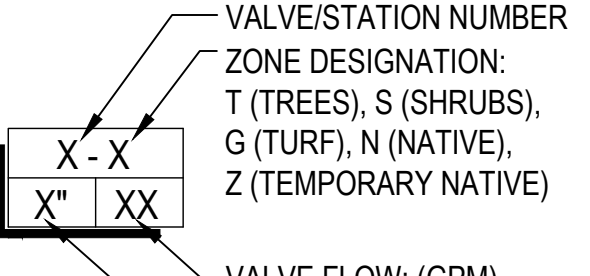
6" CLASS 200 PVC

LATERAL PIPING

2X NOMINAL DIAMETER OF LATERAL

CONTROL WIRES

2" CLASS 200 PVC
- IRRIGATION SCHEDULE
- | SYMBOL | DESCRIPTION | MODEL NO. DESCRIPTION | DETAIL # AND SHEET | |
|---|------------------------------------|--|--------------------|--------|
|  | IRRIGATION METER | 2-1/2" POINT OF CONNECTION
REFER TO CIVIL, UTILITY, AND WATER PLANS | NA | NA |
|  | IRRIGATION CONTROLLER | RAIN BIRD ESPLXIVMP W/ IQ-NCC-4G COMMUNICATION MODULE, LXMM ENCLOSURE, & LXMMPED PEDESTAL
120VAC POWER REQUIRED - SEE PLANS FOR LOCATION(S) | 1 | LI-501 |
|  | RAIN SENSOR | RAIN BIRD WR2-RFC
REFER TO CONTROLLER NOTES | 2 | LI300 |
|  | AIR & VACUUM RELIEF VALVE | CRISPIN AL SERIES
INSTALLED VERTICAL IN AEP 1015-1G2G VALVE BOX W/ PURPLE LID | NA | NA |
|  | MANUAL DRAIN VALVE | MATCO-NORCA 3/4" 201X
INSTALLED IN AEP 910L-1G2G VALVE BOX W/ PURPLE LID | 3 | LI-501 |
|  | MASTER VALVE | RAIN BIRD 200-EFB-CP SERIES
WITH SCH 40 BALL VALVE PREINSTALLED IVM SOLENOID, INSTALLED IN AEP 1015-1G2G VALVE BOX W/ PURPLE LID | 4 | LI-501 |
|  | FLOW SENSOR | RAIN BIRD UFS-200
WITH IVM-SEN, INSTALLED IN AEP 1015-1G2G VALVE BOX W/ PURPLE LID | 5 | LI-501 |
|  | ISOLATION GATE VALVE | MATCO-NORCA 10RS
MATCH LINE SIZE, INSTALLED IN AEP 910L-1G2G VALVE BOX W/ PURPLE LID | 7 | LI-501 |
|  | QUICK COUPLER | RAIN BIRD 44-NP
INSTALLED IN AEP 910L-1G2G VALVE BOX W/ PURPLE LID | 6 | LI-501 |
|  | TURF VALVE ASSEMBLY | RAIN BIRD PEB SERIES
WITH SCH 40 BALL VALVE PREINSTALLED IVM SOLENOID, INSTALLED IN AEP 1015-1G2G VALVE BOX W/ PURPLE LID, SIZED PER PLAN | 2 | LI-502 |
|  | GROUNDING / LINE SURGE SUPPRESSION | COPPER-CLAD GROUNDING ROD OR GROUNDING PLATE
WITH WATERPROOF WIRE CONNECTORS AND IVM-SD SURGE ARRESTING DECODER, INSTALLED IN AEP 910L-1G2G VALVE BOX W/ PURPLE LID | 1 | LI-502 |
|  | TURF SPRAY (FIXED) | HUNTER PROS-06-PRS30-CV-R WITH PRO-SPRAY FIXED SERIES NOZZLE
NOZZLE PER PLAN | 4 | LI-502 |
|  | NATIVE ROTOR | HUNTER I-20-12-R WITH STANDARD (BLUE) NOZZLE
NOZZLE PER PLAN | 5 | LI-502 |
|  | TREES IN NATIVE | HUNTER PROS-06-PRS30-CV-R WITH PCN-50 BUBBLER
TWO (2) BUBBLER ASSEMBLIES PER TREE | 6 | LI-502 |
|  | SHRUBS IN NATIVE | HUNTER PROS-06-PRS30-CV-R WITH PCN-25 BUBBLER
ONE (1) BUBBLER ASSEMBLIES PER TREE | 6 | LI-502 |
|  | MAINLINE CAP | FUTURE CONNECTION
SCH 40 PVC CAP AND 5-FT OF CONTROL WIRE INSTALLED IN AEP 910L-1G2G VALVE BOX | NA | NA |
|  | SLEEVING | CLASS 200 PVC
REFER TO SLEEVING NOTES | 8 | LI-501 |
|  | PVC MAINLINE | CLASS 200 PVC BE - PURPLE
SIZE: 2-1/2" UNLESS OTHERWISE NOTED | 9 | LI-501 |
|  | PVC TURF LATERAL | CLASS 200 PVC BE - PURPLE
SIZE: 1" MINIMUM UNLESS OTHERWISE NOTED | 9 | LI-501 |
- VALVE CALLOUT


- NOTES: THESE IRRIGATION PLANS ARE DESIGN-BUILD. THEY ARE INTENDED TO CONVEY DESIGN INTENT. FINAL IRRIGATION DESIGN SHALL BE DESIGN-BUILD. CONTRACTOR SHALL CONFORM TO INDUSTRY STANDARDS.
- EXISTING TREE NOTES
1.

ALL TRENCHING OR OTHER WORK UNDER LIMB SPREAD OF ANY AND ALL PLANT MATERIAL SHALL BE DONE BY HAND, BORING OR BY OTHER METHODS SO AS TO PREVENT DAMAGE TO LIMBS OR BRANCHES.

2.

WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES AND TREE ROOTS.

3.

EXCAVATION AND TRENCHING, IN AREAS WHERE 2" AND LARGER ROOTS OCCUR, SHALL BE DONE BY HAND.

4.

ROOTS 2" OR LARGER IN DIAMETER SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING.

5.

ROOTS SMALLER THAN 2" IN DIAMETER SHALL BE HAND TRIMMED AT THE WALL OF TRENCH, MAKING CLEAN CUTS THROUGH ROOTS.

6.

TRENCHES ADJACENT TO TREES SHALL BE CLOSED WITHIN 24 HOURS, AND WHEN THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO TREE SHALL BE KEPT SHADES WITH MOISTENED BURLAP OR CANVAS UNTIL BACKFILL.
- 

Know what's below.
Call before you dig.



409 MAIN STREET
SUITE 207
P.O. BOX 2320
FRISCO, CO 80443
P 970.358.7068

DESIGNED BY: BC, CG, NCM
CHECKED BY: CG, MT
DRAWN BY: BC, CG, NCM

ISSUE DATE: 12-10-2024

DATE	REVISION COMMENTS
12.10.24	100% DD TOWN COMMENT
01.31.25	100% DD TOWN COMMENT
03.14.25	100% CD SET



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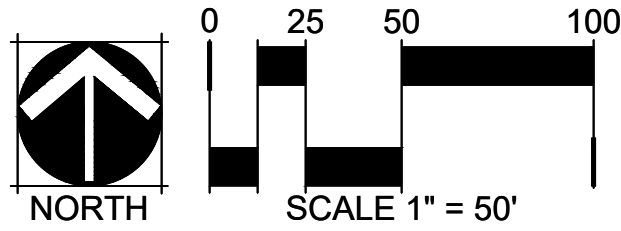
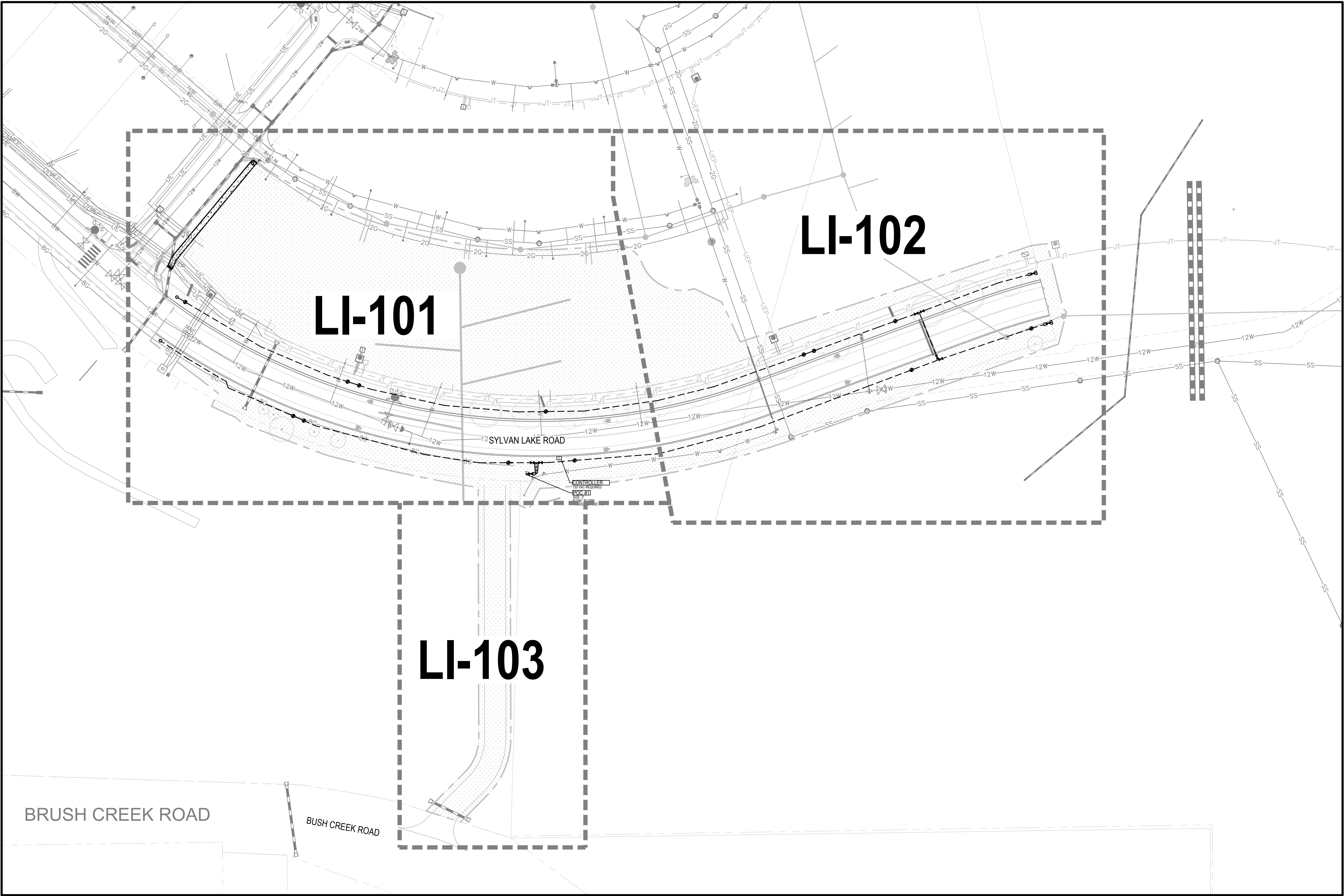
ABRIKA PROPERTIES

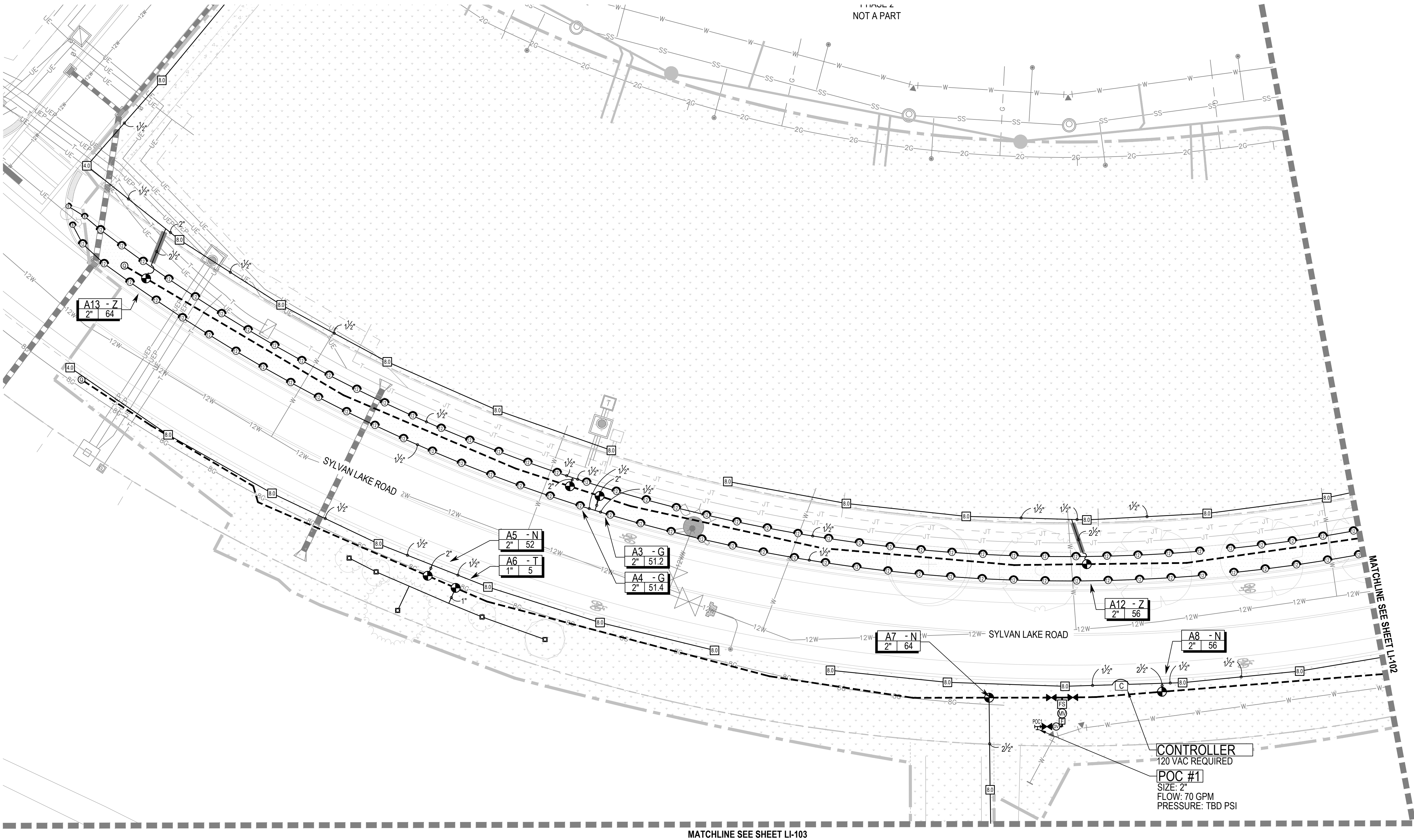
HAYMEADOW - PHASE 1
IRRIGATION NOTES

PROJECT #: 240804
SHEET NUMBER

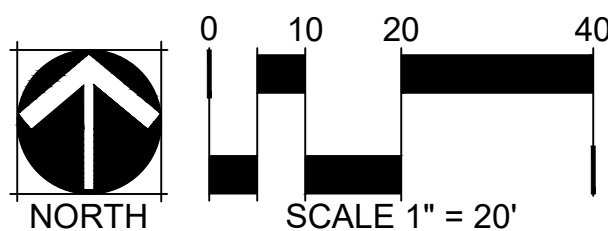
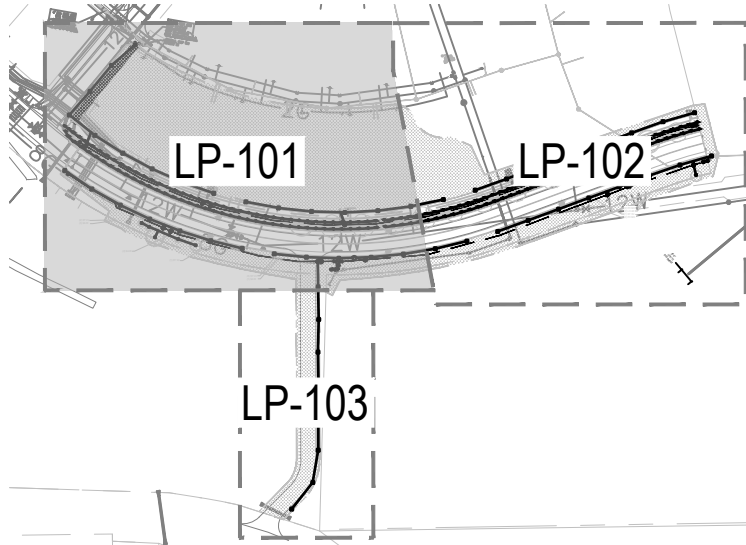
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32 of 38
- Page 57 of 232

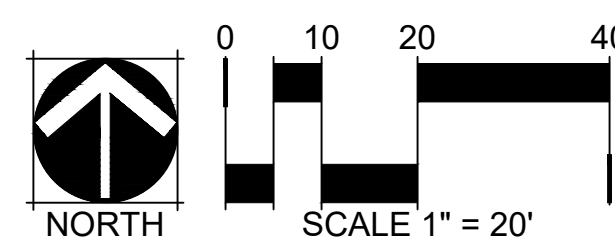
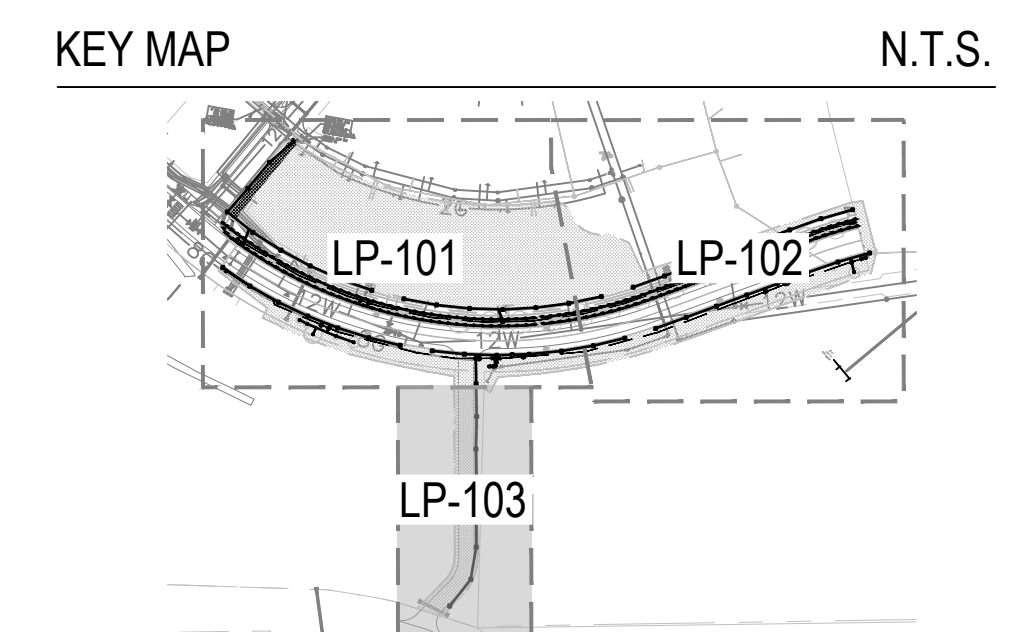




KEY MAP N.T.S.



 Know what's below. Call before you dig.	 409 MAIN STREET SUITE 207 P.O. BOX 2320 FRISCO, CO 80443 P 970.358.7068 DESIGNED BY: BC, CG, NCM CHECKED BY: CG, MT DRAWN BY: BC, CG, NCM	ISSUE DATE: 12-10-2024	 HARRIS KOCHER SMITH 1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com	ABRIKA PROPERTIES	HAYMEADOW - PHASE 1 IRRIGATION PLAN	PROJECT #: 240804			
		<table><tr><th>DATE</th><th>REVISION COMMENTS</th></tr><tr><td>12.10.24</td><td>100% DD TOWN COMMENT</td></tr><tr><td>01.31.25</td><td>100% DD TOWN COMMENT</td></tr><tr><td>03.14.25</td><td>100% CD SET</td></tr></table>				DATE	REVISION COMMENTS	12.10.24	100% DD TOWN COMMENT
DATE	REVISION COMMENTS								
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01.31.25	100% DD TOWN COMMENT								
03.14.25	100% CD SET								
						LI-101			
						34 of 38			



**NORRIS
DESIGN**
PEOPLE + PLACEMAKING
NORRIS-DESIGN.COM

DESIGNED BY: BC, CG, NCM
CHECKED BY: CG, MT
DRAWN BY: BC, CG, NCM

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P 970.368.7068

ISSUE DATE: 12-10-2024	
DATE	REVISION COMMENTS
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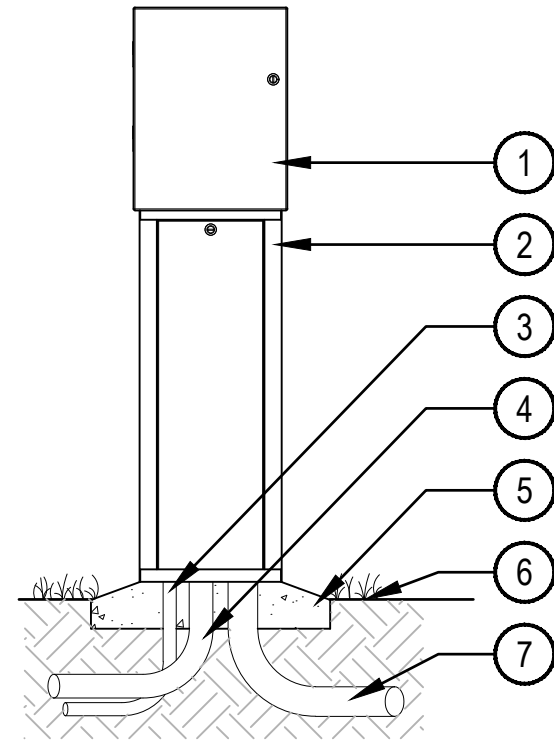
HAYMEADOW - PHASE 1

IRRIGATION PLAN

PROJECT #: 240804
SHEET NUMBER

LI-103

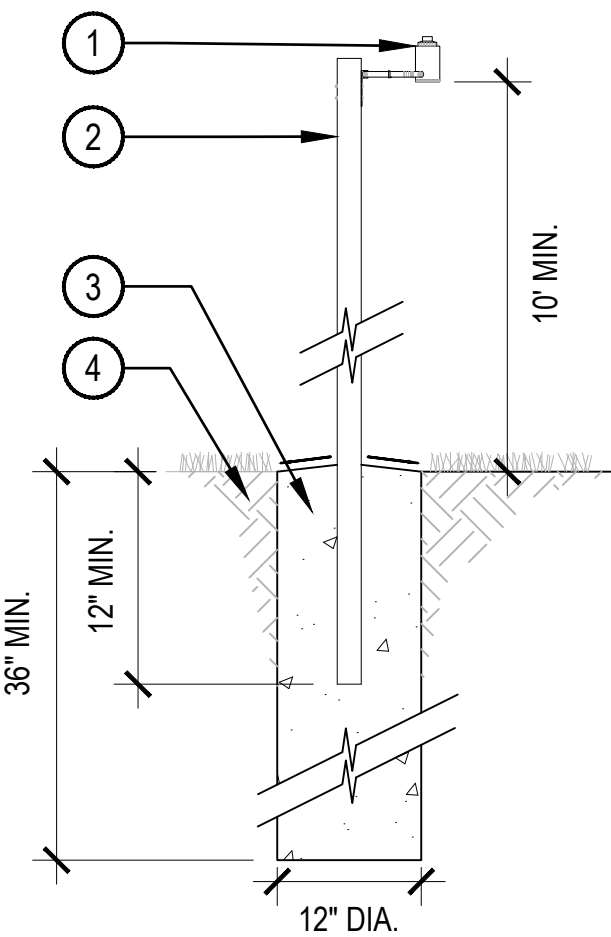
36 of 38



- NOTE:
1. ALL ELECTRICAL AND CONTROLLER WIRE TO BE INSTALLED PER LOCAL CODE AND MANUFACTURER'S SPECIFICATIONS.
 2. PROVIDE LOCK AND KEY FOR ENCLOSURE.
 3. GROUND CONTROLLER PER LOCAL CODE, MANUFACTURER AND ASIC SPECIFICATIONS.
 4. PROVIDE WATERPROOF SEALANT FOR ALL CONDUIT AND WIRE ACCESS POINTS.

1 CONTROLLER PEDESTAL

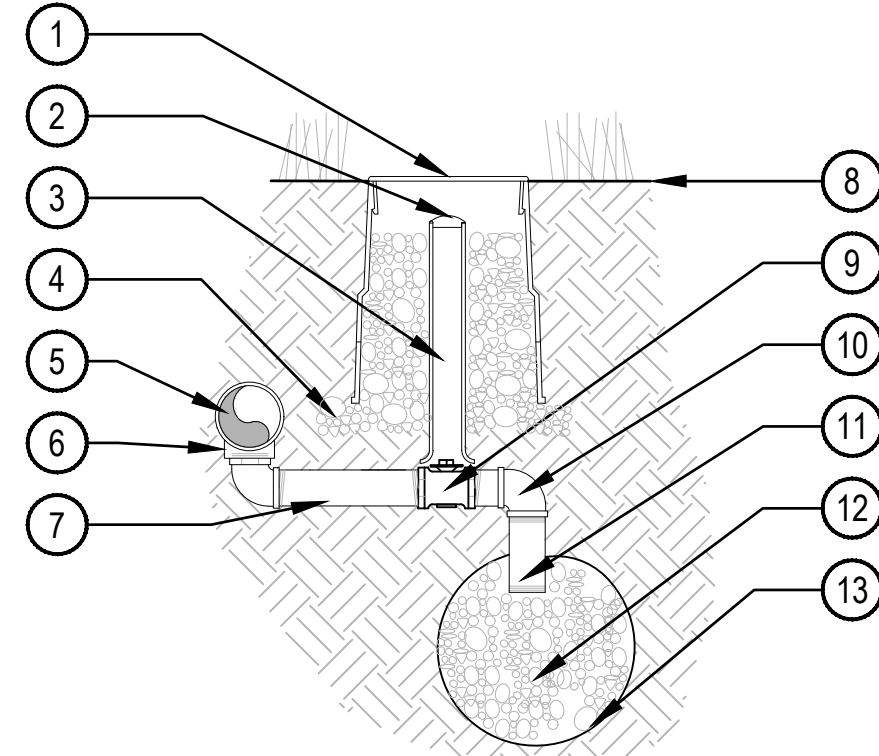
SCALE: NTS



- NOTE:
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
 2. SLOPE TOP OF FOOTER AWAY FROM POLE.
 3. FINAL LOCATION AND MOUNTING SYSTEM TO BE APPROVED BY OWNER.
 4. SENSOR SHOULD NOT BE MOUNTED UNDER TREES, IN AREAS AFFECTED BY SPRINKLER SYSTEM OR UNDER EAVE OF HOUSE.

2 RAIN SENSOR POLE MOUNT

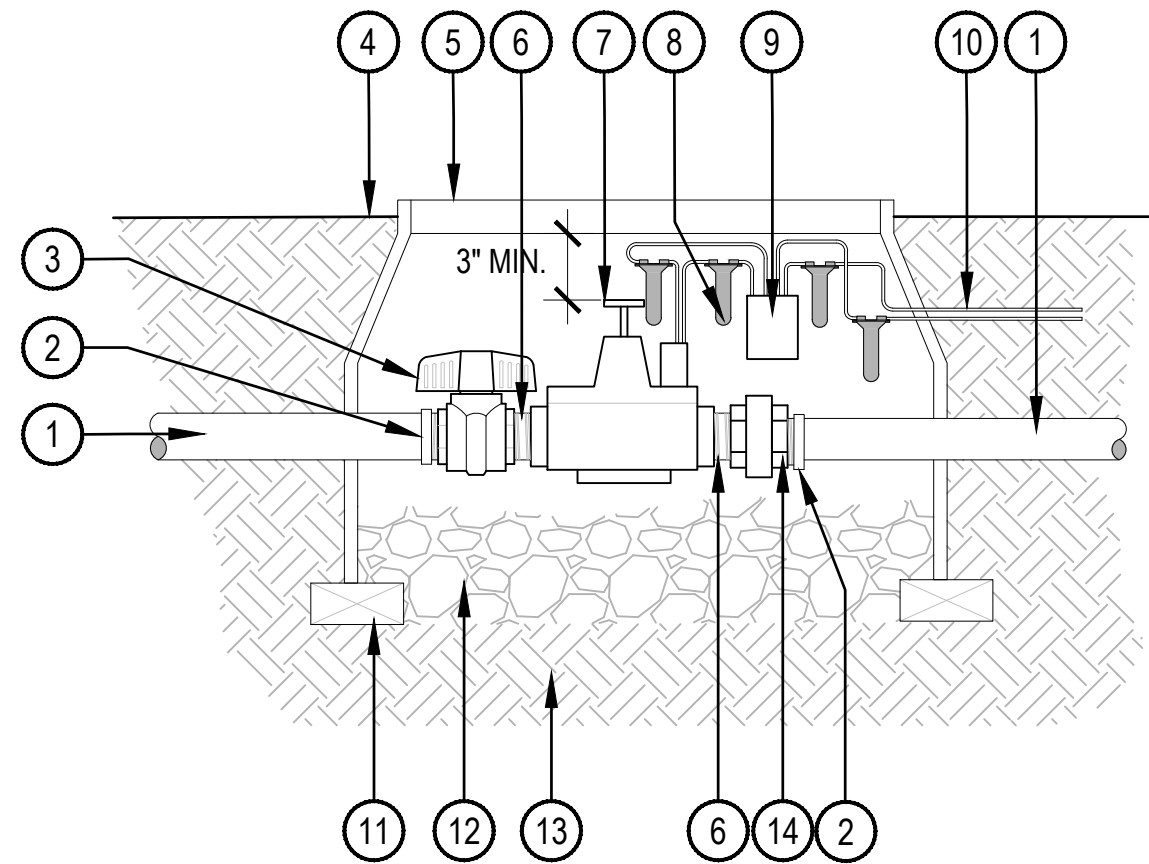
NTS



- NOTE:
1. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.
 2. LOCATE DRAIN VALVE AT POINT OF CONNECTION AND AT ALL LOW POINT(S) ALONG THE IRRIGATION MAINLINE AS NEEDED.

3 MANUAL DRAIN VALVE

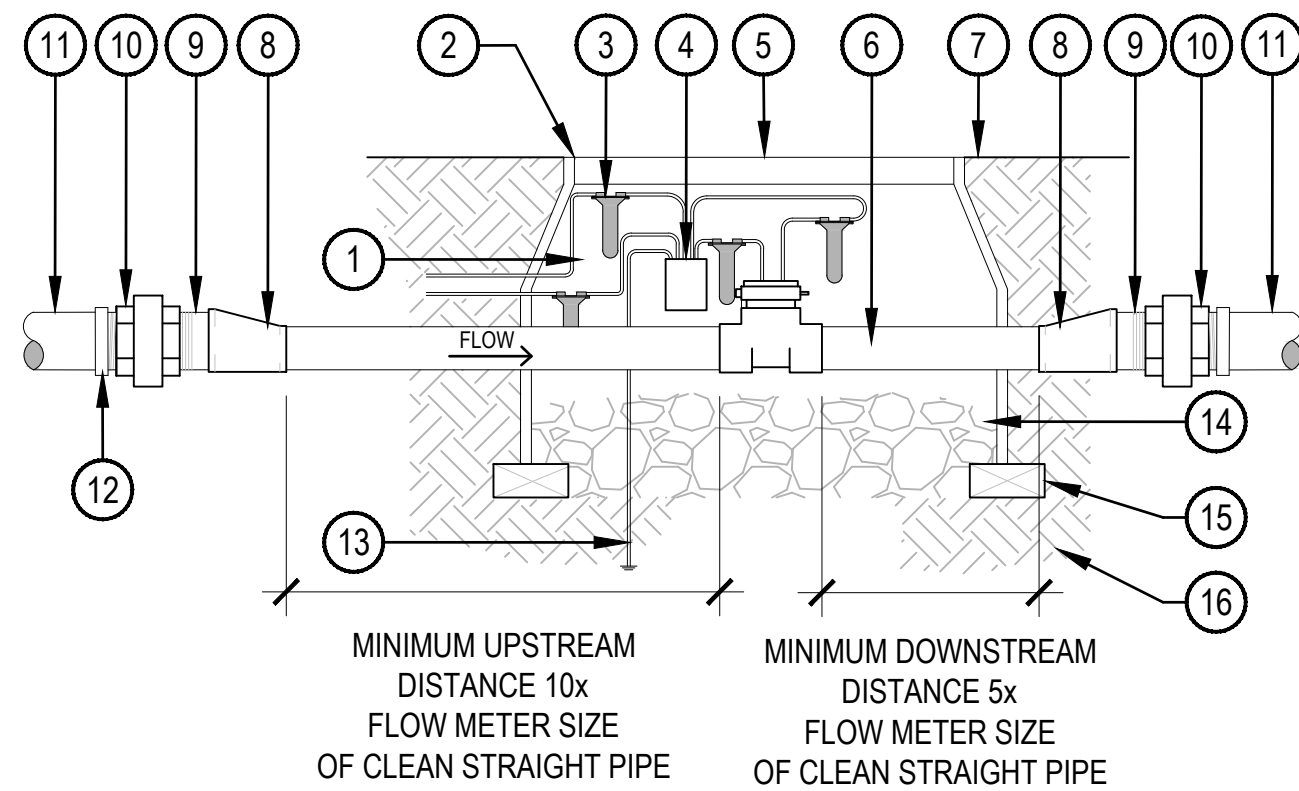
SCALE: NTS



- NOTE:
1. INSTALL MASTER VALVE AND DECODER PER MANUFACTURER'S SPECIFICATIONS FOR WIRING AND GROUNDING.

4 MASTER VALVE WITH DECODER

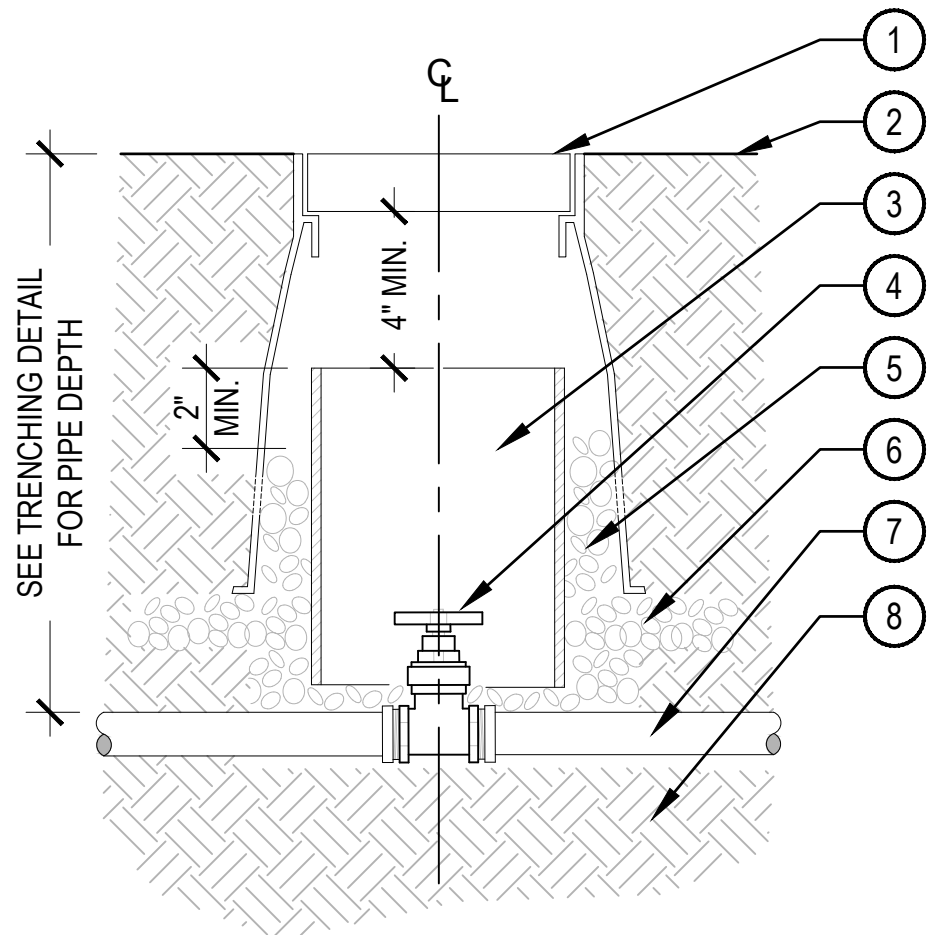
SCALE: NTS



- NOTE:
1. INSTALL FLOW SENSOR AND SENSOR DECODER PER MANUFACTURER'S SPECIFICATIONS FOR WIRING AND GROUNDING.

5 FLOW SENSOR WITH DECODER

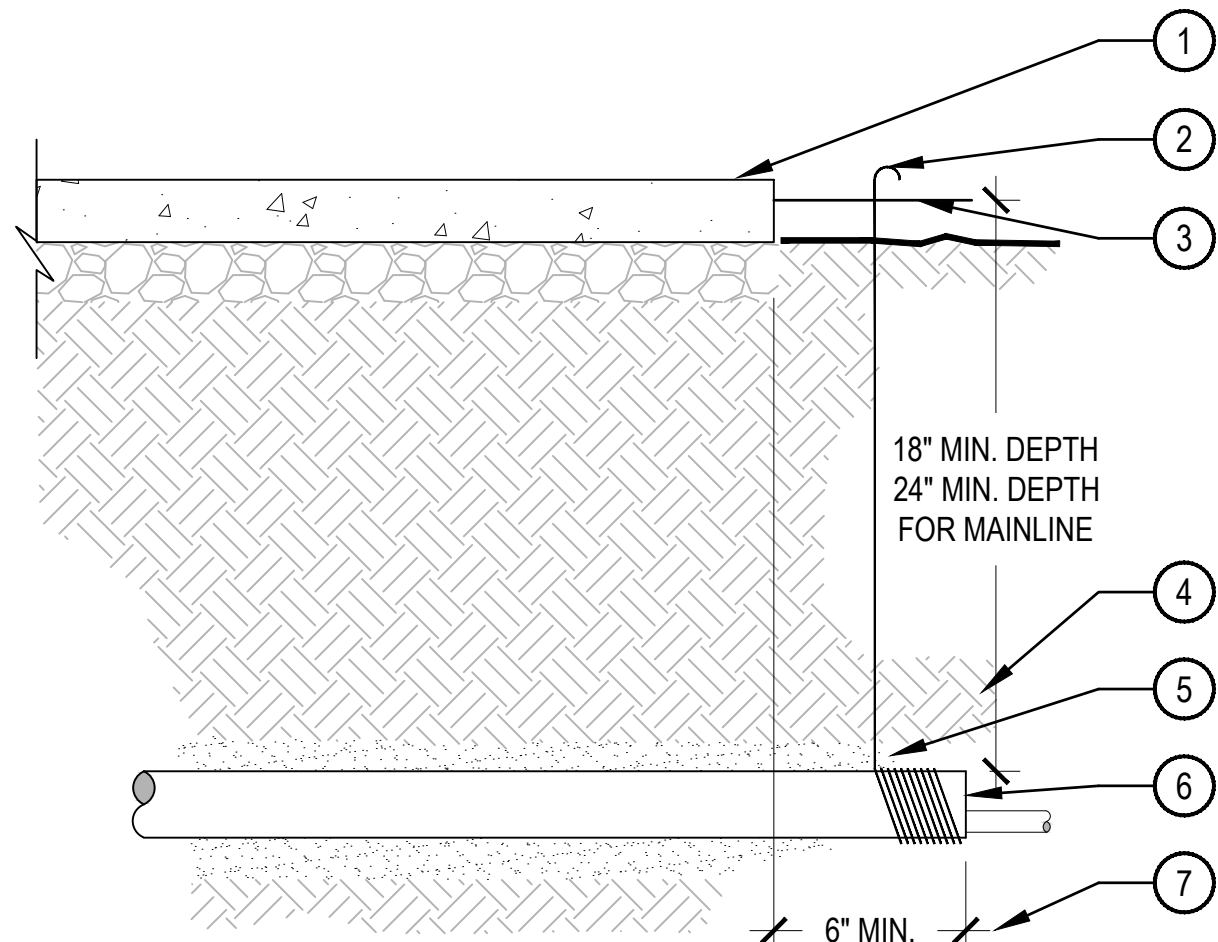
SCALE: NTS



- NOTE:
1. COMPACT SOIL AROUND GATE VALVE ASSEMBLY TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.
 2. DO NOT REST VALVE BOX OR ACCESS SLEEVES ON MAINLINE OR LATERAL LINE.
 3. PROVIDE GATE VALVE KEY - LENGTH AS REQUIRED.

7 GATE VALVE 2" AND SMALLER

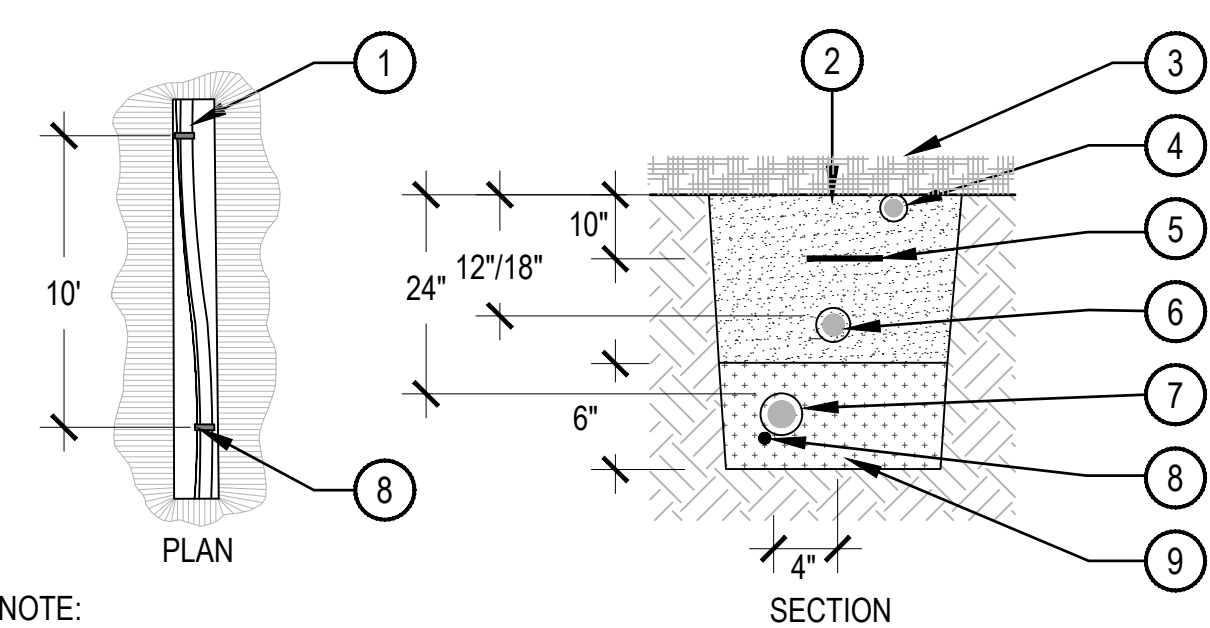
SCALE: NTS



- NOTE:
1. ALL SLEEVES SHALL BE INSPECTED PRIOR TO BACKFILLING.
 2. CAP SLEEVES UNTIL USE.
 3. MULTIPLE SLEEVES REQUIRE 4" HORIZONTAL SEPARATION WITHIN SAME SLEEVE TRENCH.
 4. IRRIGATION PIPE AND WIRE SHALL NOT SHARE THE SAME SLEEVE.
 5. MARK / STAMP - 'X' AND/OR INSTALL PLACARD AT BACK OF CURB.

8 PIPE SLEEVE

SCALE: NTS



- NOTE:
1. ALL MAINLINES TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. ALL PVC PIPING TO BE SNAKED IN TRENCHES AS SHOWN IN PLAN VIEW ABOVE.
 3. PROVIDE HORIZONTAL OFFSET FOR PIPING IN SHARED TRENCHES.
 4. ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED AS PER LOCAL CODES.
 5. ALL ELECTRICAL WIRE CONNECTIONS TO VALVES AND SPICES TO BE INSTALLED WITHIN A VALVE BOX AND MADE WITH DBY WATERPROOF CONNECTORS, OR APPROVED EQUAL.
 6. BUNDLE AND TAPE CONTROLLER WIRING PER NOTES AND INSTALL WITHIN MAINLINE TRENCH WHEREVER POSSIBLE.
 7. CONTROLLER WIRE TO BE BURIED AT 18" MIN DEPTH IF NOT LOCATED WITH MAINLINE.
 8. MAINLINE BEDDING MATERIAL SHALL BE 1/4" MINUS SAND, AND SHALL BE 3" BELOW PIPE OR WIRE AND 3" ABOVE MAINLINE.
 9. BEDDING IS NOT REQUIRED IN POLYETHYLENE TUBING TRENCHES OR SHARED TRENCHES.
 10. EXCAVATED COVER MATERIAL SHALL BE FREE FROM DEBRIS AND ROCKS 1/2" OR GREATER.

9 PIPE TRENCH

SCALE: NTS



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CHECKED BY: CG, MT
DRAWN BY: BC, CG, NCM

ISSUE DATE: 12-10-2024

DATE	REVISION COMMENTS
12.10.24	100% DD TOWN COMMENT
01.31.25	100% DD TOWN COMMENT
03.14.25	100% CD SET



HARRIS
KOCHER
SMITH

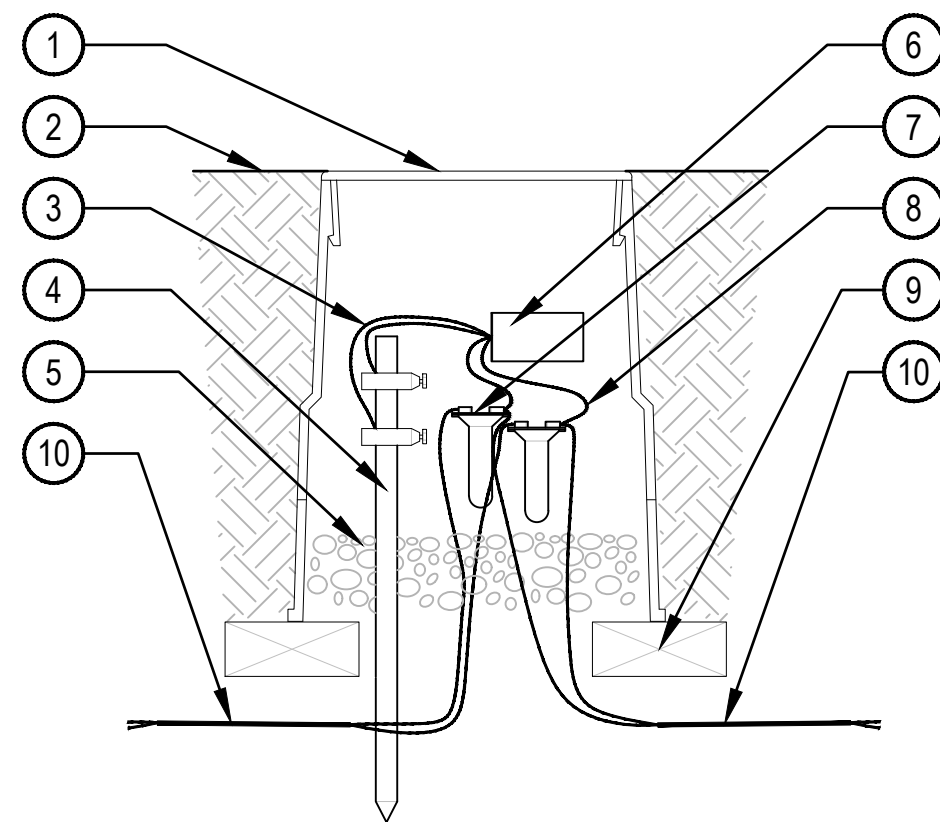
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ABRIKA PROPERTIES

HAYMEADOW - PHASE 1
IRRIGATION DETAILS

PROJECT #: 240804
SHEET NUMBER

LI-501

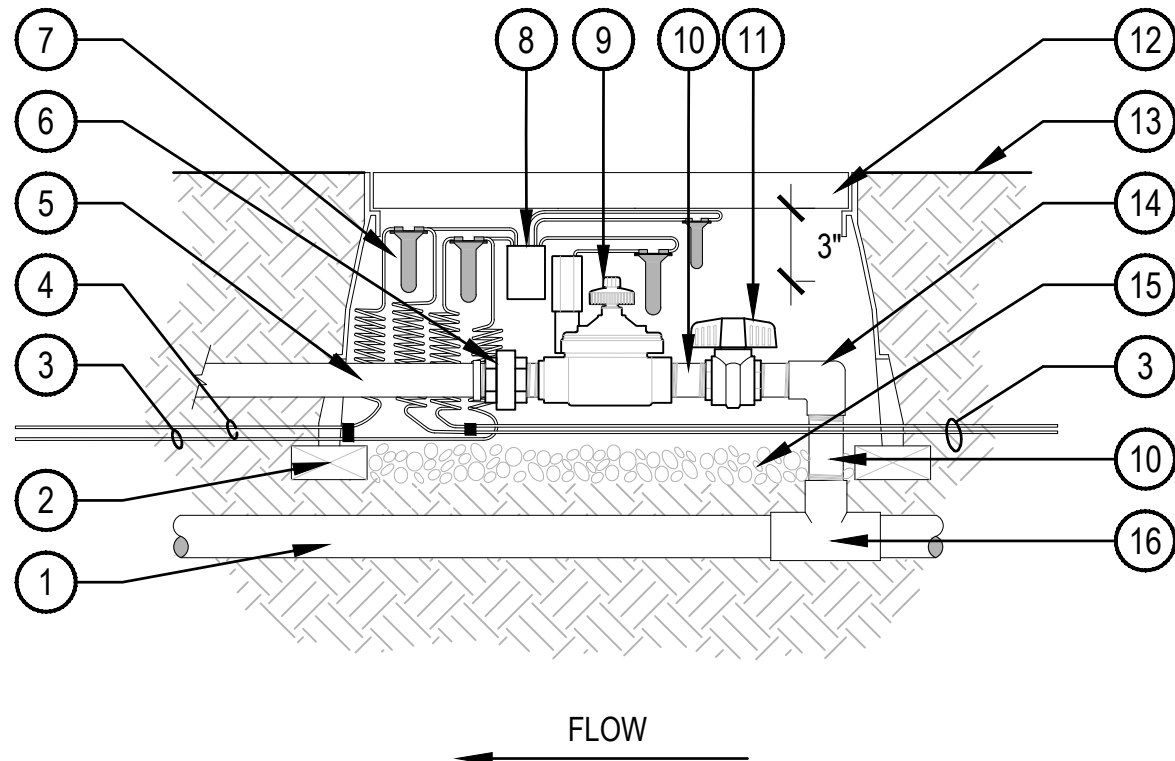


- 1 VALVE BOX WITH COVER PER LEGEND
- 2 FINISH GRADE
- 3 WIRE FROM LINE SURGE PROTECTOR TO GROUNDING ROD BRASS CLAMPS (1 OF 2)
- 4 GROUNDING ROD: 10 OHMS OR LESS
- 5 3 INCH MINIMUM DEPTH OF 3/4 INCH WASHED GRAVEL
- 6 LINE SURGE ARRESTOR
- 7 WATERPROOF CONNECTORS
- 8 WIRE FROM DECODER TO WIRE CONNECTOR
- 9 BRICK (2 MINIMUM)
- 10 TWO-WIRE CABLE/COMMUNICATION WIRE TO NEXT DEVICE (FIELD DECODER, SENSOR DECODER, LINE SURGE PROTECTOR OR CONTROLLER)

- NOTES:
1. INSTALL A LINE SURGE PROTECTOR EVERY 8th DECODER OR EVERY 500 FT. WHICHEVER IS SHORTER AND AT THE END OF EACH WIRE RUN.
 2. INSTALL THE GROUNDING WIRE AND EACH GROUNDING HARDWARE AT RIGHT ANGLES FROM THE TWO-WIRE PATHS, WHEN POSSIBLE.
 3. EACH GROUND SYSTEM SHALL MAINTAIN A MAXIMUM GROUND RESISTANCE OF 10 OHMS OR LESS. REFER TO TWO-WIRE COMPONENTS MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR INSTALLATION.
 4. INSTALL GROUNDING PER ASIC'S GUIDELINES.

1 LINE SURGE PROTECTION

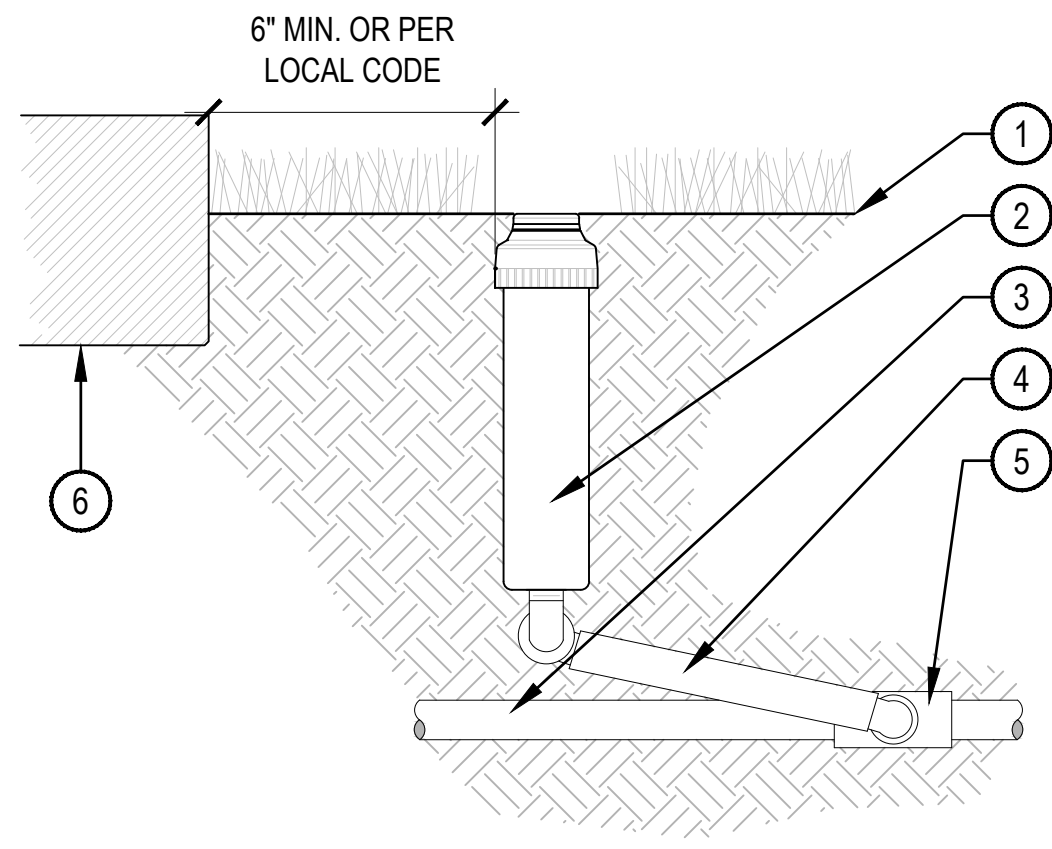
SCALE: NTS



- NOTE:
1. BUNDLE & TAPE WIRE EVERY 10 FT. SEAL WIRE ENDS WITH WATERPROOF SPLICING MATERIAL.
 2. 30" MINIMUM LENGTH OF CONTROL WIRE, COILED AND PLACED IN BOX AT WATERPROOF CONNECTION TO SOLENOID.
 3. INSTALL DECODER PER MANUFACTURE'S SPECIFICATIONS FOR WIRING AND GROUNDING.

2 CONTROL VALVE WITH DECODER

SCALE: NTS

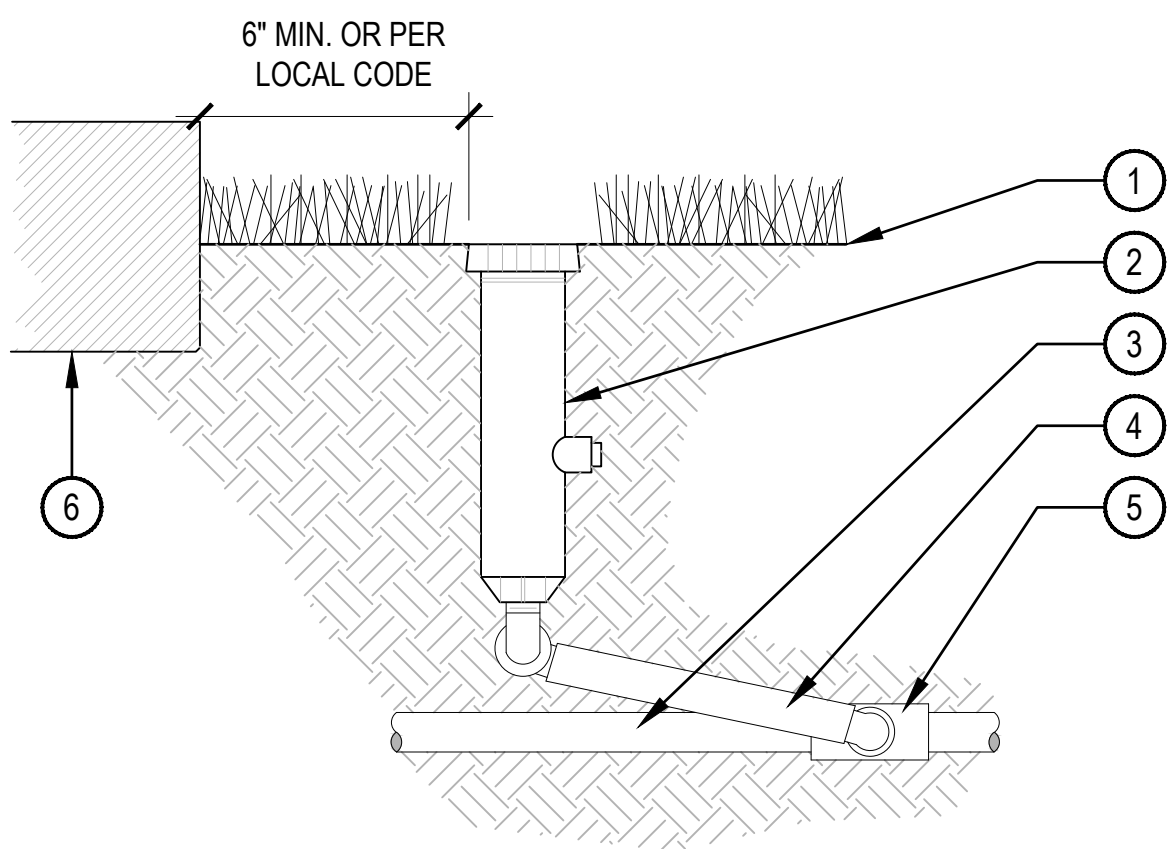


- 1 FINISH GRADE
- 2 ROTOR - SIZE PER PLAN
- 3 PVC LATERAL PIPE
- 4 SWING JOINT ASSEMBLY
- 5 PVC SCH. 40 TEE OR ELL (S x T)
- 6 WALLS, WALKS, COURTS, CURB, ETC.

- NOTE:
1. SET TOP OF HEAD FLUSH WITH FINISH GRADE.
 2. ADJUSTABLE ARC NOZZLES SHALL BE USED ON CURVED OR NON-STANDARD ANGLED EDGES.
 3. ROTORS SHALL BE INSTALLED 6" MINIMUM FROM ANY WALLS, WALKS, COURTS, ETC. PER LOCAL CODES
 4. ADJUST ALL ROTOR HEADS SO THAT NO OVERSPRAY OCCURS ON ANY WALLS, WALKS, COURTS, ETC.
 5. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.

3 POP-UP ROTOR

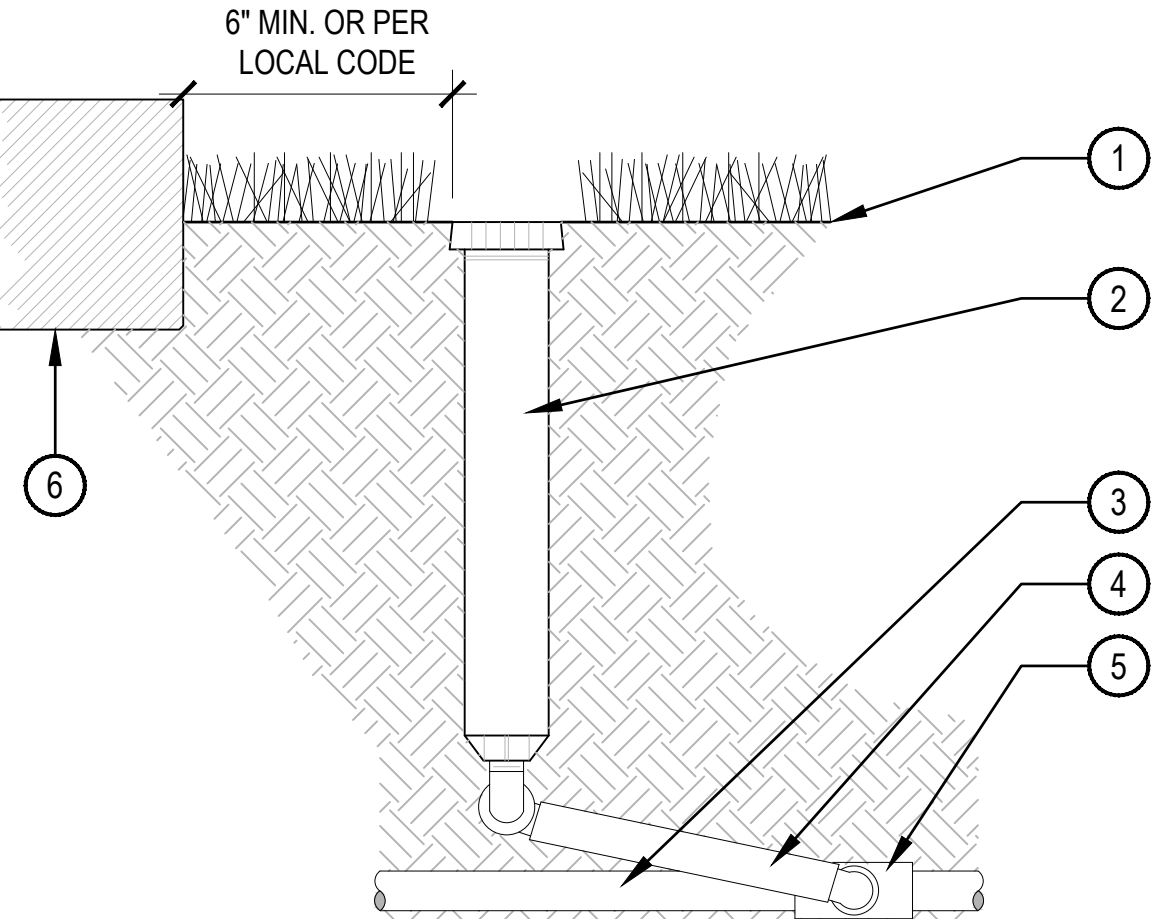
SCALE: NTS



- NOTE:
1. AFTER FLUSHING HEADS, REGRADE AND COMPACT AS NEEDED TO RETURN TO FINISH GRADE.
 2. SPRINKLERS SHALL BE MIN. 6" FROM ANY WALLS, WALKS, COURTS, AND 12" FROM TURF EDGE.
 3. ADJUST ALL SPRINKLERS HEADS SO THAT NO OVERSPRAY OCCURS ON ANY WALLS, WALKS, COURTS, ETC.
 4. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.
 5. COMPACT SOIL AROUND HEAD TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.

4 POP-UP SPRAY

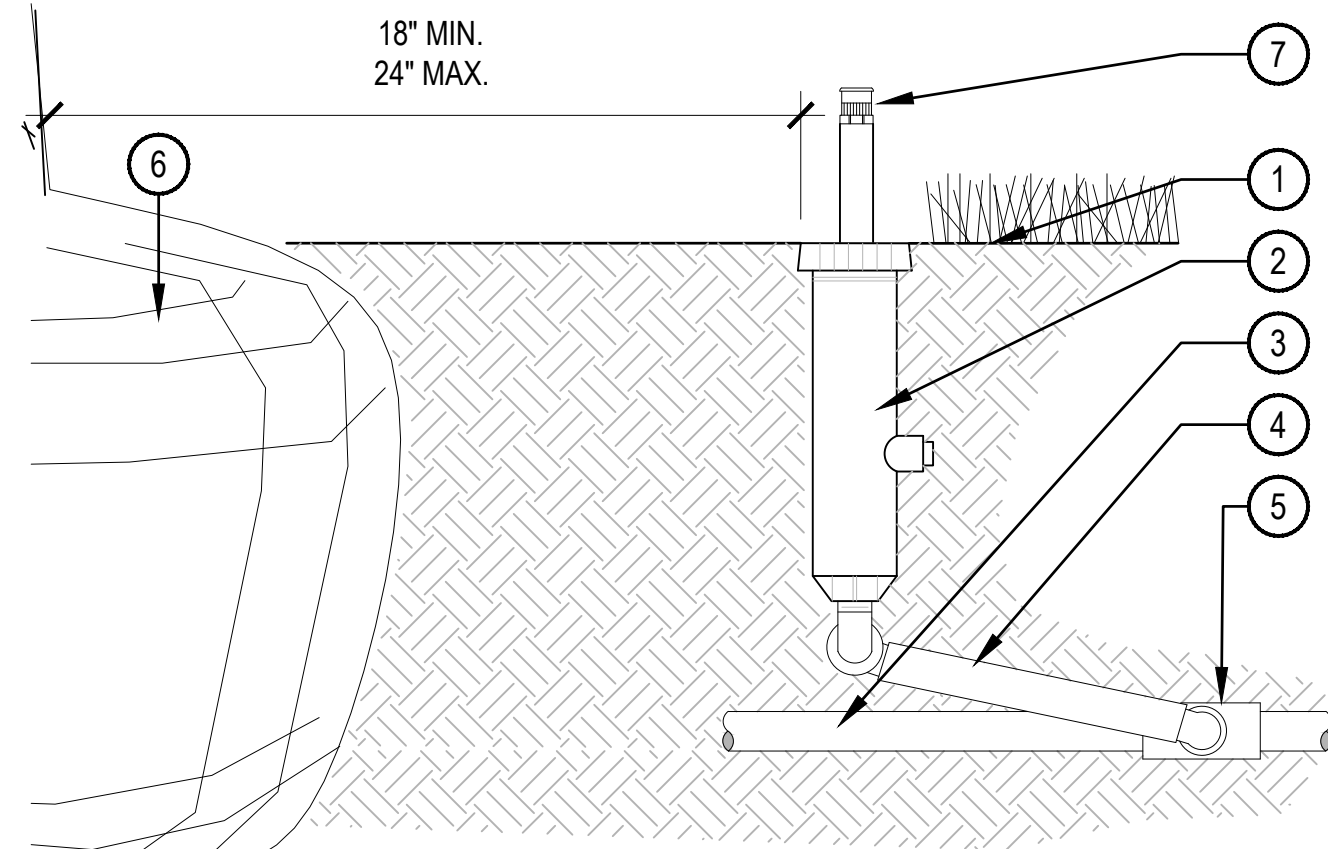
SCALE: NTS



- NOTE:
1. AFTER FLUSHING HEADS, REGRADE AND COMPACT AS NEEDED TO RETURN TO FINISH GRADE.
 2. SPRINKLERS HEAD SHALL BE LEVEL WITH SURROUNDING FINISHED GRADE.
 3. ADJUST ALL SPRINKLERS HEADS SO THAT NO OVERSPRAY OCCURS ON ANY WALLS, WALKS, COURTS, ETC.
 4. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.
 5. COMPACT SOIL AROUND HEAD TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.

5 12 INCH POP-UP SPRAY

SCALE: NTS



- 1 FINISH GRADE
- 2 POP-UP SPRAY HEAD PER SCHEDULE
- 3 PVC LATERAL PIPE
- 4 SWING JOINT ASSEMBLY
- 5 PVC SCH. 40 TEE OR ELL, (S x T)
- 6 TREE ROOT BALL
- 7 FULL CIRCLE BUBBLER (MODEL PER LEGEND)

- NOTE:
1. AFTER FLUSHING HEADS, REGRADE AND COMPACT AS NEEDED TO RETURN TO FINISH GRADE.
 2. SPRINKLERS SHALL BE MIN. 6" FROM ANY WALLS, WALKS, COURTS, AND 24" FROM ROOT BALL.
 3. ADJUST ALL SPRINKLERS BODIES SO THAT NO FLOODING OCCURS ON ANY WALLS, WALKS, COURTS, ETC.
 4. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.
 5. COMPACT SOIL AROUND HEAD TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUB-GRADE.

6 POP-UP BUBBLER

SCALE: NTS

Exhibit C

Date

3/17/2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
	PHASE 1 - SYLVAN LAKE ROAD EXTENSION				
	MISCELLANEOUS				
1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
2	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
4	Clearing and Grubbing	1	LS	\$ 12,800.00	\$ 12,800.00
5	Revegetation	1	LS	\$ 46,200.00	\$ 46,200.00
	TOTAL MISCELLANEOUS				\$ 136,500.00
	ROADWAY IMPROVEMENTS				
8	Removal of FES	2	EA	\$ 500.00	\$ 1,000.00
9	Removal of Pipe	65	LF	\$ 50.00	\$ 3,250.00
10	Removal of Ground Sign	2	EA	\$ 475.00	\$ 950.00
11	Topsoil Remove and Stockpile (8")		CY		\$ -
12	Excavation	77	CY	\$ 4.00	\$ 308.00
13	Embankment	8946	CY	\$ 20.00	\$ 178,920.00
14	Remove 4" of Existing Roadbase - Haul to Stockpile	1333	SY	\$ 3.00	\$ 4,000.00
15	Subgrade Preparation Roads	3387	SY	\$ 3.50	\$ 11,855.67
16	Base Course (18" CDOT Class 2) - Roads	2106	TON	\$ 36.20	\$ 76,221.11
17	Base Course (8" CDOT Class 6) - Roads	1506	TON	\$ 47.40	\$ 71,363.39
18	4" Hot Mix Asphalt - Roads	761	TON	\$ 154.00	\$ 117,253.73
19	Subgrade Preparation Paths	962	SY	\$ 5.00	\$ 4,811.11
20	Aggregate Base Course (8" CDOT Class 6) - Path	428	TON	\$ 68.00	\$ 29,081.95
21	3" Hot Mix Asphalt - Path	162	TON	\$ 159.50	\$ 25,898.81
22	Curb & Gutter	866	LF	\$ 47.75	\$ 41,351.50
23	Signs	5	EA	\$ 600.00	\$ 3,000.00
24	Relocate Existing Signs		EA		\$ -
25	Road Striping (4" Solid White)	1732	LF	\$ 0.50	\$ 866.00
26	Road Striping (4" Solid Yellow)	1732	LF	\$ 1.00	\$ 1,732.00
29	Striping (Bike Symbol)	2	EA	\$ 305.00	\$ 610.00
30	Remove and Relocate 20' Ranch Gate	1	EA	\$ 495.00	\$ 495.00
31	Delineator Posts	10	EA	\$ 52.00	\$ 520.00
	TOTAL ROADWAY IMPROVEMENTS				\$ 573,488.27
	SANITARY SEWER IMPROVEMENTS				
34	Connect to Existing	1	LS	\$ 3,150.00	\$ 3,150.00
35	4' Ø Manholes	9	EA	\$ 7,980.00	\$ 71,820.00
36	12" PVC	937	LF	\$ 112.25	\$ 105,178.25
37	4" PVC SDR35 Service	11	EA	\$ 1,650.00	\$ 18,150.00
	TOTAL SANITARY SEWER IMPROVEMENTS				\$ 198,298.25
	NON-POTABLE WATER IMPROVEMENTS				
41	Connect to Existing	2	LS	\$ 2,500.00	\$ 5,000.00
42	8" PVC	803	LF	\$ 103.20	\$ 82,869.60
43	10" SCH 80 PVC Sleeve	242	LF	\$ 90.00	\$ 21,780.00
44	8" Bend w/ Thrust Block	6	EA	\$ 1,216.00	\$ 7,296.00
45	8" Tee w/ Thrust Block	1	EA	\$ 1,565.00	\$ 1,565.00
46	8" Plug w/ Thrust Block	2	EA	\$ 1,075.00	\$ 2,150.00
	TOTAL NON-POTABLE WATER IMPROVEMENTS				\$ 120,660.60
	POTABLE WATER IMPROVEMENTS				
47	8" DIP	61	LF	\$ 135.70	\$ 8,277.70
48	8" Bend w/ Thrust Block	1	EA	\$ 1,216.00	\$ 1,216.00
49	8"x12" Tee w/ Thrust Block	1	EA	\$ 1,565.00	\$ 1,565.00
50	8" Gate Valve	1	EA	\$ 3,025.00	\$ 3,025.00
51	8" Plug w/ Thrust Block	1	EA	\$ 1,075.00	\$ 1,075.00
53	2" Purecore with Curbstop	11	EA	\$ 4,250.00	\$ 46,750.00
	TOTAL POTABLE WATER IMPROVEMENTS				\$ 61,908.70
	BMPs				
71	Concrete Washout Area	1	EA	\$ 1,500.00	\$ 1,500.00
72	Erosion Control Blanket	1593	SY	\$ 3.85	\$ 6,133.05

73	Inlet Protection	4	EA	\$ 120.00	\$ 480.00
74	Outlet Protection	1	EA	\$ 145.00	\$ 145.00
75	Continuous Wattle	1703	LF	\$ 6.50	\$ 11,069.50
76	Stabilized Staging Area	1	EA	\$ 9,800.00	\$ 9,800.00
77	Vehicle Tracking Control	1	EA	\$ 3,000.00	\$ 3,000.00
	TOTAL BMPs				\$ 32,127.55
	TOTAL LANDSCAPING AND IRRIGATION				\$ 52,000.00
	TOTAL PHASE 1 - SYLAN LAKE ROAD EXTENSION				\$ 1,174,983.37
	TOTAL PHASE 1 - 10% Gaurentee				\$ 117,498.34
	TOTAL PHASE 1 - SYLAN LAKE ROAD EXTENSION - 110%				\$ 1,292,481.71



To: Mayor and Town Council

From: Stephan Wilson, Utility Manager

Date: March 19, 2025

Agenda Item: RESOLUTION NO. 18 (Series 2025) A RESOLUTION APPROVING CONTRACT WITH SEHDESIGN|BUILD, INC. FOR EBY CREEK BOOSTER PUMP STATION REPLACEMENT DESIGN AND CONSTRUCTION SERVICES

REQUEST:

Staff requests the Council to authorize the mayor to execute the Construction Contract with SEHDesign|Build, Inc. For the replacement of the Lower Eby Creek Booster Pump Station (BPS).

BACKGROUND:

The Town of Eagle has been working proactively to improve and modernize its water infrastructure to support current and future demands. The Lower Eby Creek BPS plays a critical role in the Town's distribution system of supplying water to the Eby Creek Mesa subdivision. This booster station is critical for maintaining adequate tank levels and pressure in the system, transferring water from the In-Town Pressure Zone to the Upper Eby Pressure Zone, and ensuring reliable service to water customers. Through extensive system analysis and hydraulic modeling, the Town worked with SEH to develop a cost-effective, innovative solution that improves water movement, enhances pressure management, and integrates seamlessly with the existing infrastructure. Given the complexity and importance of this project, moving forward with design-build—rather than traditional design-bid-build (DBB) was chosen as the best choice for efficiency, cost control, and long-term performance.

Existing Challenges with the Lower Eby Booster Station:

The current BPS transverses water from the Lower Eby Creek Tank to the Upper Eby Creek Tank through the use of two pitless pumps. The station was built around 1980 and has reached the end of its useful life.

- Aging facility: The station consists of an older wood-frame structure with submersible pitless pumps, which do not meet modern standards for reliability, efficiency, or ease of maintenance. During the last three years multiple leaks have developed requiring pumps to be removed from service.
- Limited Pumping Capacity: The current booster pumps are undersized, making it difficult to transfer adequate flows and provide sufficient fire protection to the Eby Creek Mesa Subdivision pressure zone.
- Lack of Operational Control & Monitoring: The station has minimal automation and lacks the necessary controls to optimize water movement and energy efficiency.

- Hydraulic Grade Challenges: The Lower Eby Tank overflow is approximately 22 feet lower than other storage tanks in the same pressure zone. This elevation difference limits effective storage utilization and requires manual valve adjustments to control flow.

Alternatives Analysis and Solution Developed:

In 2022 a water tank evaluation was performed for all the Town's welded steel tanks. It was recommended that the 1.0 MG Lower Eby Creek tank be fully recoated in the next three to five years. In 2023 following the water storage tank condition assessment and alternative analysis was performed to identify viable ways for the Town to be able to maintain the Lower Eby Creek tank and replace the Lower Eby Creek BPS. The selected alternative for the Lower Eby Creek BPS was to rehab the existing tank at its current location extending its useful life while correcting operability issues and elevation discrepancies through site piping and BPS controls. Through extensive hydraulic modeling and system planning, SEH and the Town identified the most effective improvements to address the identified issues:

- New Booster Station Facility: The replacement station will be a prefabricated booster pump station with modern controls, energy-efficient pumps, and an enclosed, climate-controlled building for long-term reliability.
- Increased Pumping Capacity: The new facility will feature two 500 gpm high-service pumps for the Upper Eby zone and one 1,050 gpm low-lift pump to provide better turnover and pressure balancing back to the main Town zones.
- Optimized Hydraulic Performance: By integrating pressure control strategies and upgrading pump capabilities, the system will be able to utilize more of the Lower Eby Creek Tank's storage capacity, reducing water age issues and improving overall system efficiency.
- SCADA & Automation Enhancements: Upgrading instrumentation and controls (I&C) at both the Lower Eby Booster Station and Upper Tank will provide real-time monitoring and remote operation capabilities, reducing the need for manual intervention and improving system responsiveness.
- Resiliency & Redundancy: The new booster station will be built to modern reliability standards, ensuring consistent operation and emergency preparedness, especially in the event of fire flow demand or maintenance needs.

ANALYSIS:

The Public Works design team prepared an estimate for the project in 2023 and 2024 for a variety of alternatives. The current proposed scope of work is estimated at \$2,208,158 and is considered to be the most cost-effective and time effective use of funds in terms of dollars per gallon of usable storage. Rescoping the project is unlikely to yield a significant cost reduction on the project.

SEHDesign|Build is currently under contract to recoat and rehabilitate the Lower Eby Creek tank beginning May 2025. For this project staff have worked with SEH on condition assessments, alternatives analysis, and the 2024 UBWTP 2-million-gallon tank rehab. Staff did not believe that significant schedule advantages or savings would have been gained by pursuing a traditional design-bid-build approach due to the limited nature of the site work and the tight constraints placed on the replacement booster pump station.

Advantages sought to be gained through the Design-Build approach for The Lower Eby Booster Station:

- Faster Project Delivery & Avoiding Long Equipment Lead Times
- Reduced Risk & Fewer Change Orders

- Phasing and Temporary Service Solutions to Minimizing Service Disruptions
- Single Party to Oversee Integration with the Town's Existing Infrastructure

COMMUNITY INPUT: None

BUDGET / STAFF IMPACT:

Budget: In FY 2025, the Town budgeted \$ 1,789,046 for this project coming from budget line item 52-59-740-522305. The current total estimated project cost is \$2,208,158. Savings from other 2025 CIP projects are anticipated to be enough to cover the cost difference of \$419,112.

Staff Impacts: To reduce the administrative burden of overseeing multiple contractors, the proposed contract encompasses the replacement of the Lower Eby Creek BPS with the same contractor that will also be rehabilitating the Town's welded steel water storage tank at the same location. The reduction in total storage during the project will increase the burden on operations staff to maintain water production at both water treatment plants while also reducing the required response time. The alternative analysis and preliminary design focused heavily on operability to reduce this burden.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the Town's commitment to protecting the well-being of the community which is consistent with the Strategic Plan Major Objective of Match Infrastructure to Quality of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve or deny adoption of Resolution No. 18 (Series 2025) A Resolution Approving a Contract with SEHDesign|Build, Inc. For the Lower Eby Creek BPS Replacement.

ATTACHMENTS:

- RESOLUTION-18, Series 2025
- EJCDC D-520: Agreement Between Owner and Design-Builder on The Basis of a Stipulated Price
- EJCDC D-700: Standard General Conditions of the Contract Between Owner and Design-Builder
- Lower Eby Booster Pump Station Phase 2 Proposal from SEHDesign|Build, Inc.
- RESOLUTION-18-2025: Figure - System Diagram

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 18
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING CONTRACT WITH SEH DESIGN|BUILD, INC., A WHOLLY OWNED SUBSIDIARY OF SHORT, ELLIOTT, HENDRICKSON, INC., FOR THE FINAL DESIGN AND CONSTRUCTION OF THE LOWER EBY CREEK BOOSTER PUMP STATION REPLACEMENT PROJECT.

WHEREAS, the Town of Eagle desires to contract with SEH DESIGN|BUILD, Inc. for the potable water booster pump station replacement of the Lower Eby Creek Booster Pump Station, pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, The Town's purpose is to invest in critical infrastructure, assets, and program improvements that increase our residents' quality of life and add to our vibrant economy without creating an undue burden on the residents of the Town; and

WHEREAS, SEH DESIGN|BUILD, Inc. agrees to perform such services on the terms and conditions set forth in Exhibit "A"; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety, and welfare to enter into a Contract with SEH DESIGN|BUILD, Inc. for the final design and construction of the Lower Eby Creek Booster Pump Station.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Engineering Scope of Services and Fee Proposal for work with SEH DESIGN|BUILD, Inc. Mott MacDonald is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON April 25, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

**AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
ON THE BASIS OF A STIPULATED PRICE**

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between Town of Eagle, CO (“Owner”), and SEHDesign|Build, Inc. (“Design-Builder”).

PROJECT INFORMATION

Project: Lower Eby Booster Pump Station Phase 2 - 522305

Design-Build Contract: Lower Eby Creek Booster Pump Station Replacement, 522305 (“Contract”)

Engineer: Design-Builder has retained Short Elliott Hendrickson Inc. (“Engineer”) for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner’s Authorized Representative: Stephan Wilson, Utility Manager, Town of Eagle, 1050 Chambers Ave, PO Box 609, Eagle Co 81631, stephan.wilson@townofeagle.org, 970-471-4486
2. Design-Builder’s Authorized Representative: Steve Peterson, President SEHDB, 809 N. 8th Street, Suite, 205, Sheboygan, WI, 53081, speterson@sehinc.com, 920-287-0679

Owner and Design-Builder further agree as follows:

ARTICLE 1 – THE WORK

1.01 General Description of Work

- A. Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: The Booster Station project includes replacing the Lower Eby Booster Station with the prefabricated booster station. The new booster station should include two high service pumps to serve the Upper Eby zone and one low lift pump to pump back into the In-Town zone. Additional work includes site piping improvements between the Lower Eby GST and new booster station and SCADA improvements.

ARTICLE 2 – CONTRACT TIMES

2.01 Schedule

- A. Design-Builder will endeavor to meet the Substantial Completion, and completion and readiness for final payment, as stated in the Contract.

2.02 Contract Times: Dates

- A. Design-Builder will substantially complete the Work on or before November 14, 2025, dependent upon authorization to proceed and delivery of long lead item – pre-fabricated booster pump station. Schedule to be finalized with Owner after date of delivery determined.

- B. Design-Builder will have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, 30 days after Substantial Completion Date.

2.03 *Liquidated Damages; Early Completion Bonus*

- A. Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 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 2.02 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 lawsuit 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 Design-Builder agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Design-Builder shall pay Owner \$1,500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Design-Builder 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, Design-Builder shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.

ARTICLE 3 – CONTRACT PRICE

3.01 *Stipulated Sums*

- A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - 1. For all Work, at the prices stated in Design-Builder's Proposal dated March 6, 2025, attached hereto as an exhibit, and incorporated herein by this reference.

3.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of 3.25 which covers labor costs, overhead, and profit.
- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 *Submittal and Processing of Payments*

- A. Design-Builder shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Owner will process Applications for Payment as provided in the General Conditions.

4.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 4.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 5% percent of Work completed (with the balance being retainage).; and
 - b. 5% percent of cost of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.01.B of the General Conditions (with the balance being retainage).
- B. Within 30 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100%percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less 200% percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 5 – INTEREST

5.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 15 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 6 – DESIGN-BUILDER’S REPRESENTATIONS

6.01 *Representations*

A. Design-Builder makes the following representations for Owner’s reliance:

1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Design-Builder 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.
3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Design-Builder has carefully studied all: (a) 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 Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and 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 (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder’s safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.
7. Design-Builder 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.
8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Design-Builder’s entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10 inclusive).
 - 2. General Conditions (pages [1] to 65, inclusive).
 - 3. Design-Builder's Proposal dated March 6, 2025 including:
 - a. Overall fee
 - b. Proposed Install Cost Estimate
 - c. 60% Basis of Design
 - d. 60% Design Drawings.
 - 4. Proposal Amendment. N/A
 - 5. 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. Record Drawings and Record Specifications
 - 6. Other Exhibits to this Agreement (enumerated as follows):
 - 1. NA**
- B. The documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 *Terms*

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

8.02 *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 the other 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.

8.03 *Successors and Assigns*

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

8.04 *Severability*

- A. Any provision or part of the Contract 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 Design-Builder, who agree that the Contract 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.

8.05 *Design-Builder's Certifications*

- A. Design-Builder 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 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.06 *Other Provisions – Not Applicable*

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on March 25, 2025 (which is the Effective Date of the Contract).

OWNER:

DESIGN-BUILDER:

_____ 

By: Scott Turnipseed

By: Steven L. Peterson

Title: Mayor

Title: President

Attest: _____

Title: _____

Address for giving notices:

Address for giving notices:

200 Broadway

809 North 8th Street

PO Box 0609

Suite 205

Eagle Co 81631-0609

Sheboygan, WI 53081

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with one of the three Agreements between Owner and Design-Builder (EJCDC® D-512, D-520, and D-525, 2016 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. The comments and instructions contained in the Guide to Use of EJCDC Design-Build Documents (EJCDC® D-001, 2016 Edition) are also carefully interrelated with the wording of these General Conditions.

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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

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STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

TABLE OF CONTENTS

	Page
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	1
1.01 Defined Terms.....	1
1.02 Terminology	6
ARTICLE 2 – PRELIMINARY MATTERS	7
2.01 Delivery of Bonds and Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Conceptual Documents.....	7
2.04 Before Starting the Work	7
2.05 Authorized Representatives.....	7
2.06 Initial Conference	8
2.07 Review of Schedules	8
2.08 Electronic Transmittals	8
ARTICLE 3 – DOCUMENTS: INTENT, AMENDING, REUSE	8
3.01 Contract Documents	8
3.02 Reference Standards.....	9
3.03 Resolving Discrepancies.....	9
3.04 Ownership and Reuse of Documents.....	9
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK	10
4.01 Commencement of Contract Times.....	10
4.02 Starting the Work.....	10
4.03 Progress Schedule	10
4.04 Delays in Design-Builder’s Progress	11
ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS	12
5.01 Availability of Lands	12
5.02 Use of Site and Other Areas.....	12
5.03 Reference Points	13
5.04 Differing Site Conditions	13
5.05 Underground Facilities.....	13

5.06	Hazardous Environmental Conditions at Site	15
ARTICLE 6 – BONDS AND INSURANCE.....		16
6.01	Performance, Payment, and Other Bonds.....	16
6.02	Insurance—General Provisions.....	17
6.03	Design-Builder’s Insurance.....	19
6.04	Owner’s Liability Insurance.....	22
6.05	Property Insurance.....	22
6.06	Waiver of Rights.....	24
6.07	Receipt and Application of Property Insurance Proceeds	25
ARTICLE 7 – DESIGN-BUILDER’S RESPONSIBILITIES.....		25
7.01	Design Professional Services.....	25
7.02	Construction.....	25
7.03	Supervision and Superintendence of Construction	25
7.04	Labor; Working Hours	26
7.05	Services, Materials, and Equipment	26
7.06	“Or Equals” and Substitutions.....	26
7.07	Concerning Project Design Professionals, Construction Subcontractors, Suppliers, and Others	27
7.08	Patent Fees and Royalties.....	28
7.09	Permits and Utility Charges.....	29
7.10	Taxes	29
7.11	Laws and Regulations.....	29
7.12	Record Documents.....	30
7.13	Safety and Protection	30
7.14	Safety Representative	31
7.15	Hazard Communication Programs	31
7.16	Emergencies.....	31
7.17	Post-Construction Phase	31
7.18	Design-Builder’s General Warranty and Guarantee	31
7.19	Indemnification.....	32
ARTICLE 8 – SUBMITTALS.....		33
8.01	Design-Builder’s Preparation of Submittals.....	33
8.02	Owner’s Review of Submittals	34

ARTICLE 9 – OTHER CONSTRUCTION	35
9.01 Other Work	35
9.02 Coordination	35
9.03 Legal Relationships.....	36
ARTICLE 10 – OWNER’S RESPONSIBILITIES	37
10.01 General.....	37
10.02 Insurance.....	38
10.03 Limitations on Owner’s Responsibilities	38
10.04 Undisclosed Hazardous Environmental Condition.....	39
10.05 Owner’s Site Representative.....	39
10.06 Owner’s Consultants and Managers.....	39
10.07 Safety Programs	39
10.08 Permits and Approvals.....	39
ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK.....	39
11.01 Amending and Supplementing Contract Documents	39
11.02 Authorized Changes in the Work	40
11.03 Unauthorized Changes in the Work.....	40
11.04 Changes Involving the Design	40
11.05 Change of Contract Price	40
11.06 Change of Contract Times.....	41
11.07 Execution of Change Orders	41
11.08 Notice to Sureties.....	42
ARTICLE 12 – COST OF THE WORK ADJUSTMENTS; UNIT PRICE WORK.....	42
12.01 Cost of the Work	42
12.02 Unit Price Work.....	44
ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION	45
13.01 Access to Construction.....	45
13.02 Tests, Inspections, and Approvals.....	45
13.03 Uncovering Construction	46
13.04 Defective Construction	47
13.05 Owner May Correct Defective Construction.....	47
13.06 Costs.....	47

13.07	Owner's Acceptance of Defective Construction	48
13.08	Owner May Stop Construction	48
ARTICLE 14 – PAYMENTS TO DESIGN-BUILDER; COMPLETION.....		48
14.01	Progress Payments.....	48
14.02	Design-Builder's Warranty of Title.....	50
14.03	Substantial Completion.....	50
14.04	Partial Use or Occupancy	51
14.05	Final Inspection	51
14.06	Final Payment.....	52
14.07	Waiver of Claims	53
14.08	Correction Period	53
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION		53
15.01	Owner May Suspend Work	53
15.02	Owner May Terminate for Cause.....	54
15.03	Owner May Terminate for Convenience	54
15.04	Design-Builder May Stop Work or Terminate.....	55
ARTICLE 16 – DISPUTES.....		55
16.01	Methods and Procedures.....	55
ARTICLE 17 – MISCELLANEOUS		56
17.01	Giving Notice.....	56
17.02	Computation of Times	56
17.03	Cumulative Remedies	56
17.04	Limitation of Damages	57
17.05	No Waiver	57
17.06	Survival of Obligations	57
17.07	Controlling Law	57
17.08	Headings.....	57

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. 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 by Owner prior to the opening of Proposals which clarify, correct, or change the Request for Qualifications, Request for Proposals, or the proposed Contract Documents, including the Conceptual Documents.
 2. *Agreement*: The written instrument, executed by Owner and Design-Builder, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific items that are Contract Documents.
 3. *Application for Payment*: The form which is to be used by Design-Builder 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. *Authorized Representative*: The individual designated by a party to represent it with respect to this Contract, as indicated in the Agreement.
 5. *Change Order*: A document which is signed by Design-Builder 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.
 6. *Claim*: A demand or assertion by Owner or Design-Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim.
 7. *Conceptual Documents*: The documents prepared by or for the Owner to describe the Work to be performed, issued to Proposers during the design-builder selection process, and expressly identified in the Agreement.
 8. *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 Laws or Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction*: The part of the Work that consists generally of making physical improvements at the Site, and is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work (including any correction of defective Construction), and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents and Construction Drawings and Construction Specifications, as duly modified.
10. *Construction Drawings*: Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or specific portions of the Construction, and consisting of drawings, diagrams, illustrations, schedules, and other data that graphically show the scope, extent, and character of the Construction (or specific portions of the Construction) to be performed by or for Design-Builder. Construction Drawings are not Contract Documents.
11. *Construction Specifications*: Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or a specific portion of the Construction, and consisting of written requirements for materials, equipment, systems, standards, workmanship, and administrative procedures as applied to the Construction (or a specific portion of the Construction). Construction Specifications are not Contract Documents.
12. *Construction Subcontract*: A written agreement between Design-Builder and a Construction Subcontractor for provision of all or a portion of the Construction, and any delegated Design Professional Services.
13. *Construction Subcontractor*: An individual or entity (other than a Supplier) having a direct contract with Design-Builder or with any other Construction Subcontractor for the performance of a part of the Construction, and any delegated Design Professional Services.
14. *Contract*: The entire and integrated written agreement between Owner and Design-Builder concerning the Work.
15. *Contract Documents*: Those items so designated in the Agreement, and which together comprise the Contract.
16. *Contract Price*: The money that Owner has agreed to pay Design-Builder for completion of the Work in accordance with the Contract Documents.
17. *Contract Times*: The numbers of days or the dates stated in the Agreement to (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
18. *Design-Builder*: The individual or entity with which Owner has contracted for performance of the Work, as designated in the Agreement.
19. *Design Professional Services*: That part of the Work comprised of the furnishing of engineering, surveying, architecture, and other design services, and including but not limited to providing research, analysis, and conclusions regarding engineering and related matters; exercising professional judgment with respect to technical issues; the preparation of plans, reports, calculations, models, schematics, drawings, specifications, Design Submittals, the Construction Drawings, Construction Specifications, and other instruments of service; other services included in the Contract Documents and required to be performed by or under the responsible charge of licensed design professionals; and

the review of shop drawings, observation of construction, response to requests for information or interpretation, analysis of the technical aspects of Change Orders, and other engineering and related professional services provided by or for licensed design professionals during Construction.

20. *Design Agreement*: A written agreement between Design-Builder and a design firm or entity for provision of Design Professional Services.
21. *Design Submittal*: A Submittal that pursuant to Laws and Regulations or this Contract must be prepared by or under the supervision of a licensed engineer or other licensed design professional, including drawings, specifications, Construction Drawings, Construction Specifications, and revisions to such documents (but not including Record Documents).
22. *Effective Date of the Contract*: The date indicated in the Agreement on which the Contract becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *Engineer*: The Project Design Professional identified as Engineer in the Agreement, and engaged by Design-Builder to provide engineering and related professional services under a Design Agreement.
24. *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.
25. *Laws and Regulations; Laws or Regulations*: Any and all applicable laws, statutes, rules, regulations, ordinances, binding resolutions, codes, decrees, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*: Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*: A principal event in the performance of the Work that the Contract requires Design-Builder to achieve by an intermediate completion date or by a time prior to Substantial Completion of Construction.
28. *Notice of Award*: The written notice by Owner to a Proposer stating that Owner will enter into the design-build contract with the Proposer.
29. *Notice to Proceed*: A written notice by Owner to Design-Builder fixing the date on which the Contract Times will commence to run and on which Design-Builder shall start to perform the Work.
30. *Owner*: The individual or entity with which Design-Builder has contracted regarding the Work, and which has agreed to pay Design-Builder for the performance of the Work, pursuant to the terms of the Contract.
31. *Owner's Consultant*: An individual or entity with which the Owner has contracted to furnish services (typically including planning, preparation of Conceptual Documents, and

advisory services) to Owner with respect to the Project, and which is identified as such in the Agreement.

32. *Owner's Site Representative*: A representative of Owner at the Site, as indicated in Paragraph 10.05.
33. *Project*: The total undertaking to be accomplished for Owner by engineers, consultants, Design-Builder, subcontractors, and others, including planning, study, design, construction, testing, start-up, and commissioning, and of which the Work to be performed under the Contract Documents is a part.
34. *Project Design Professionals*: The Engineer and any other independent entities or individuals, or employees of Design-Builder, engaged by Design-Builder or a Construction Subcontractor to provide Design Professional Services with respect to a portion of the Work.
35. *Proposal*: The documents submitted by Design-Builder in response to the Request for Proposals, setting forth technical concepts, proposed prices, and other conditions for the Work to be performed, and stating any proposed revisions, modifications, clarifications, exceptions, or supplements to the proposed Contract Documents.
36. *Proposal Amendment*: A Contract Document that is prepared after submittal of Design-Builder's Proposal; identifies mutually agreed revisions, modifications, exceptions, supplements, and clarifications to the Proposal or proposed Contract Documents; and is executed by Owner and Design-Builder.
37. *Proposer*: An entity that submits a Statement of Qualifications or Proposal to Owner.
38. *Record Documents*: The record copy of all Construction Drawings, Construction Specifications, Addenda, Change Orders, Work Change Directives, and approved Submittals maintained by Design-Builder at the Site, including any annotations to such documents made by Design-Builder during Construction.
39. *Record Drawings and Record Specifications*: Documents depicting the completed Project, or a specific portion of the completed Project, based on or comprised of the Record Documents delivered to Owner by Design-Builder at the completion of the Construction.
40. *Request for Proposals*: The document prepared by or for Owner specifying and describing Owner's objectives, the procedures to be followed in preparing and submitting a Proposal, and the process for evaluating Proposals and awarding a contract.
41. *Request for Qualifications*: The document prepared by or for Owner requesting that Proposers submit a Statement of Qualifications with respect to their candidacy for selection as Design-Builder.
42. *Schedule of Values*: A schedule, prepared and maintained by Design-Builder, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Design-Builder's Applications for Payment.
43. *Site*: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of Design-Builder.
44. *Statement of Qualifications*: The document submitted by a Proposer in response to the Request for Qualifications, including any completed forms, attachments, and exhibits.

45. *Submittal*: A written or graphic document, prepared by or for Design-Builder, which the Contract Documents require the Design-Builder to submit to the Owner. Submittals may include reports, preliminary drawings and specifications, cost estimates, proposed Construction Drawings and Construction Specifications, progress schedules, cash flow projections, Schedules of Values, shop drawings, product data, samples, delegated designs, certifications, proposed modifications to the Construction Drawings and Construction Specifications, results of tests and evaluations, results of source quality control testing and inspections, results of field or Site quality control testing and evaluations, sustainable design information, information on special procedures, operations and maintenance data, sustainable design closeout information, record documents, records of spare parts and extra stock materials, and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or not, are not Contract Documents. Claims, notices, Change Orders, Applications for Payment, and requests for information/interpretation are not Submittals.
46. *Substantial Completion*: The time at which the Construction (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or the 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 Construction refer to Substantial Completion thereof.
47. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.
48. *Supplier*: A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Design-Builder or with any Construction Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or a Construction Subcontractor, and any lessor of rental equipment used by Design-Builder or a Construction Subcontractor during Construction at the Site.
49. *Technical Data*: Data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding (a) subsurface conditions at the Site, (b) physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), or (c) environmental conditions at the Site, that are set forth in any geotechnical or environmental report prepared for the Project and relied upon by Design-Builder in agreeing to a price (either stipulated, or a Guaranteed Maximum Price) that includes Construction.
50. *Underground Facilities*: All underground lines, pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems, including but not limited to those that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, fire or police signal systems, or traffic or other control systems; and any encasements containing such facilities or systems.
51. *Underground Facilities Data*: Information and data shown or indicated in the Contract Documents or otherwise provided to Design-Builder by Owner with respect to existing Underground Facilities at or adjacent to the Site.
52. *Unit Price Work*: Work to be paid for on the basis of unit prices.

53. *Work*: The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished by Design-Builder under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
54. *Work Change Directive*: A written directive to Design-Builder, issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B are not defined terms that require initial capital letters, but when used in the Contract Documents have the indicated meanings.
- B. *Intent of Certain Terms or Adjectives*:
1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
 2. The word “defective,” when modifying the word “Construction” refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner’s final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
 3. 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.
 4. 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 or equipment complete and ready for intended use.
 5. 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.
 6. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, “provide” is implied.
 7. 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 that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Design-Builder delivers the executed Agreements to Owner, Design-Builder shall also deliver to Owner such Bonds as Design-Builder may be required to furnish in accordance with Paragraph 6.01.A.
- B. *Evidence of Insurance:* Before any Work is started, Design-Builder and Owner shall each deliver to the other those certificates of insurance that Design-Builder and Owner respectively are required to purchase and maintain in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Design-Builder 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. Owner shall make such original printed record version of the Contract available to Design-Builder for review.

2.03 *Conceptual Documents – Not Applicable*

2.04 *Before Starting the Work*

- A. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design-Builder shall submit the following to Owner for Owner's 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 Documents;
 - 2. A preliminary schedule of Submittals (including Design Submittals) which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;
 - 3. A preliminary Schedule of Values for all of the Work which will include 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; and
 - 4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 *Authorized Representatives*

- A. The Authorized Representative for each party has been designated in the Agreement. A party may change its Authorized Representative at any time by giving notice to the other party of the name, mailing and delivery addresses, e-mail address, and telephone numbers of the new Authorized Representative.

2.06 *Initial Conference*

- A. Within 20 days after the Contract Times start to run, Design-Builder will arrange a conference attended by Owner and Design-Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records, and other matters.

2.07 *Review of Schedules*

- A. Not less than 10 days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design-Builder will arrange a conference attended by Design-Builder, Owner, and others as appropriate to review and discuss the schedules submitted in accordance with Paragraph 2.04.A. Design-Builder shall have an additional 10 days after the conference to make corrections and adjustments and to complete and resubmit the schedules for Owner's acceptance. No progress payment shall be made to Design-Builder until Design-Builder submits schedules that comply with the following requirements:
 - 1. Design-Builder's progress schedule shall provide an orderly progression of the Work to completion within any specified Milestones and the Contract Times.
 - 2. Design-Builder's schedule of Submittals shall provide a workable arrangement for submitting, reviewing, and processing Submittals in accordance with Article 8.
 - 3. Design-Builder's Schedule of Values shall provide a reasonable allocation of the Contract Price to component parts of the Work.

2.08 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner and Design-Builder may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to 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 and Design-Builder shall jointly develop such protocols.
- C. Unless expressly stated otherwise elsewhere in this Contract, Design-Builder shall not be obligated to furnish documents (including but not limited to Construction Drawings, Construction Specifications, or Record Drawings and Record Specifications) to Owner in any executable, native-file format.
- D. 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, AMENDING, REUSE

3.01 *Contract Documents*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

- B. It is the intent of the Contract Documents to require the design and construction of a functionally complete project (or part thereof).
- C. Design-Builder shall prepare or furnish Construction Drawings and Construction Specifications that are in accord with the Contract Documents and that describe a functionally complete Project (or part thereof) to be constructed in accordance with such Construction Drawings and Construction Specifications, as duly modified.
- D. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- E. Design-Builder will furnish or perform all labor, documentation, services (including professional services), materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called, for at no additional cost to Owner.

3.02 *Reference Standards*

- A. *Standards, Specifications, Codes, Laws or Regulations:*
 - 1. Reference to standards, specifications, manuals 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, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design-Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Resolving Discrepancies*

- A. If there is a discrepancy between (1) the Contract Documents, inclusive of but not limited to the Proposal and (2) the Construction Drawings and Construction Specifications, the Contract Documents will control unless Design-Builder gave notice of the discrepancy in a Submittal, and Owner approved the Submittal, pursuant to the provisions of Article 8.

3.04 *Ownership and Reuse of Documents*

- A. All documents prepared for or furnished to Owner by Design-Builder pursuant to this Contract (including but not limited to Design Submittals) are instruments of service. With respect to such documents:
 - 1. Design-Builder shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in the documents.
 - 2. During the course of the Project, Design-Builder will provide copies of Design Submittals to Owner for purposes of review and comment. Owner may retain copies of such documents for its records.

3. Owner may use its copy of the Record Drawings and Record Specifications for Owner's purposes in operating and maintaining the constructed facilities.
4. Upon Owner's termination of this Contract for cause pursuant to Paragraph 15.02, Owner shall receive a limited, non-exclusive license to use any completed Design Submittals in continuing the Project, subject to the limitations in this Paragraph 3.04.
5. The documents prepared or furnished by Design-Builder under this Contract, regardless of ownership, transfer, license, completion status, or termination of the Contract, are for Design-Builder's use, and are not intended or represented to be suitable for use on the Project by Owner or any party other than Design-Builder, or for reuse by Owner or others on extensions of the Project or on any other project, except as otherwise stated in this Contract. Any use or reuse by Owner or others on Owner's behalf will be at Owner's sole risk, and without liability or legal exposure to Design-Builder, the Project Design Professionals, or their subconsultants, and Owner shall indemnify and hold harmless Design-Builder, the Project Design Professionals, and their subconsultants from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use or reuse.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times*

- A. The Contract Times will commence to run on the Effective Date of the Contract.

4.02 *Starting the Work*

- A. Design-Builder shall start to perform the Work as of the Effective Date of the Contract. No Construction shall be done at the Site prior to the Effective Date of the Contract.

4.03 *Progress Schedule*

- A. Owner may rely on the progress schedule established in accordance with Paragraph 2.04, as duly adjusted, in planning and conducting ongoing operations and other work at the Site.
- B. Design-Builder shall adhere to the progress schedule established in accordance with Paragraph 2.04 as it may be adjusted from time to time, as provided below:
 1. Design-Builder shall submit to Owner proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Owner shall accept such adjustments provided that Owner, in planning and conducting ongoing operations and other work at the Site, has not reasonably relied on the schedule element that is proposed to be adjusted. If Owner has so relied, then Owner and Design-Builder shall promptly meet and seek a resolution that addresses the objectives of both parties, or adjust the Contract Price.
 2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Times (including Milestones) in accordance with the requirements of Paragraph 11.06. Such adjustments may only be made by a Change Order.
- C. *Continuing the Work:* Design-Builder shall continue 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, except as Design-Builder and Owner may otherwise agree in writing.

4.04 *Delays in Design-Builder's Progress*

- A. If Owner or anyone for whom Owner is responsible delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.
- B. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference within the control of Design-Builder. Delay, disruption, and interference attributable to and within the control of a Project Design Professional, Construction Subcontractor, or Supplier shall be deemed to be delays within the control of Design-Builder.
- C. If Design-Builder's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Design-Builder, and those for which they are responsible, then Design-Builder shall be entitled to an equitable adjustment in Contract Times. Design-Builder's entitlement to such an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design-Builder'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 9); and
 - 4. Acts of war or terrorism.
 - 5. Pandemics
 - 6. Delay of goods caused by tariffs or other governmental actions.
- 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 9.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Design-Builder 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 Design-Builder.
- G. If Design-Builder seeks an adjustment in Contract Price or Contract Times under this paragraph, Design-Builder shall submit a request for a Change Order to Owner within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Design-Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Design-Builder will have to comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Design-Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed 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 or Regulations.
- C. Design-Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law.
 - 3. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner's consultants, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design-Builder's performance of the Construction.
- B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

5.03 *Reference Points*

- A. Design-Builder shall be responsible for laying out the Work and shall protect and preserve reference points and property monuments established by Owner, and shall make no changes or relocations of such reference points or monuments without the prior written approval of Owner. Design-Builder shall report to Owner 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.

5.04 *Differing Site Conditions*

- A. Design-Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site (whether discovered during investigation of the Site or during Construction) which differ materially from those indicated in the Contract Documents, or in any Technical Data, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.
- B. Owner will investigate the Site conditions promptly after receiving the notice. Design-Builder shall supplement the notice by promptly submitting to Owner any additional information regarding schedule and cost impacts, and a specific request for a Change Order. Owner shall then make a determination regarding the site condition and the impact, if any, on Contract Price and Contract Times. If the conditions do materially so differ and cause an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11.
- C. No request by Design-Builder for an equitable adjustment under this Paragraph 5.04 shall be allowed unless Design-Builder has given the written notice required.
- D. The provisions of this Paragraph 5.04 are not intended to apply to a Hazardous Environmental Condition or Underground Facility uncovered or revealed at the Site.

5.05 *Underground Facilities*

- A. *Procedure for Identifying Underground Facilities:* Promptly after the Effective Date of the Contract, Design-Builder shall review the Underground Facilities Data furnished by Owner and use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site. Design-Builder shall establish and use the Underground Facilities Procedure to aid in the provision of Design Professional Services and the performance of Construction, and to reduce and manage risks associated with Underground Facilities. Such Underground Facilities Procedure shall take into account the Site and the nature of the Project.

1. The Underground Facilities Procedure shall include a plan to keep Underground Facilities information current as Design-Builder proceeds with the provision of Design Professional Services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 2. To manage the potential impact of design changes on Underground Facilities, Design-Builder shall modify or reapply the Underground Facilities Procedure as the design progresses and changes.
- B. *Design-Builder's Responsibilities:* Unless otherwise expressly provided in the Contract, Design-Builder shall have full responsibility for the following; and, subject to the provisions of Paragraphs 5.05.C, D, and E, the cost of all of the following will be included in the Contract Price:
1. Establishing and executing the Underground Facilities Procedure referred to in Paragraph 5.05.A, including updating, modification, and reapplication duties;
 2. Coordinating the Work with the owners (including Owner) of such Underground Facilities, during the provision of Design Professional Services and Construction;
 3. Verifying the actual location of specific Underground Facilities through exposure, as needed for the Design Professional Services;
 4. Complying with applicable state and local utility damage prevention Laws and Regulations during Construction; and
 5. The safety and protection of all existing Underground Facilities at the Site, and repairing any damage to such Underground Facilities resulting from the Construction, subject to the provisions of Paragraph 5.05.D.
- C. *Results of Design-Builder's Execution of Underground Facilities Procedure:* If, during the execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, the Design-Builder identifies an Underground Facility that was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, causing an increase or decrease in the Design-Builder's cost of, or the time required for, providing Design Professional Services or performing the Construction, then Design-Builder shall submit to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the identification of the Underground Facility in question.
- D. *Underground Facility Found During Construction:* If Design-Builder believes that an Underground Facility that is uncovered, exposed, or revealed at the Site during Construction was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and also that such Underground Facility was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, then Design-Builder shall promptly give written notice to Owner, and supplement the notice by submitting to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the uncovering or revealing of the Underground Facility in question.
1. *Owner's Review:* Owner will investigate the Underground Facility found during Construction promptly after receiving the notice. If Owner concurs with Design-Builder

that the Underground Facility that is uncovered, exposed, or revealed at the Site was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and further was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, causing an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the actual location, then an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11. If Owner does not concur with Design-Builder, then Owner shall so indicate in writing, with a specific explanation of the reason for non-concurrence.

2. No request by Design-Builder for an equitable adjustment under Paragraph 5.05.D shall be allowed unless Design-Builder has given the written notice required.
- E. *Inadequate Establishment or Execution of Underground Facilities Procedure:* If Design-Builder does not establish an Underground Facilities Procedure that is (1) adequate for the Site and the nature of the Project and (2) consistent with the guidelines set forth in ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," or Design-Builder does not adequately execute a duly established Underground Facilities Procedure, then Design-Builder shall bear all costs associated with the presence of an Underground Facility that was not identified or located with reasonable accuracy, including but not limited to delay, redesign, relocation, and increased Construction costs, if such Underground Facility would have been identified and located with reasonable accuracy by an adequate and properly executed Underground Facilities Procedure that was consistent with ASCE 38.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reliance by Design-Builder on Technical Data Authorized:* Design-Builder may rely on the accuracy of the Technical Data with respect to environmental conditions at the Site.
- B. Design-Builder 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.
- C. Design-Builder shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Design-Builder, Project Design Professionals, Construction Subcontractors, Suppliers, or anyone else for whom Design-Builder 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.
- D. If Design-Builder encounters, uncovers, or reveals a Hazardous Environmental Condition (whether during Site investigation or during Construction) whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Design-Builder or anyone for whom Design-Builder is responsible creates a Hazardous Environmental Condition, then Design-Builder 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 7.16); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take corrective

action, if any, and take such actions as are necessary to permit Owner to timely obtain required permits and provide Design-Builder the written notice required by Paragraph 5.06.E. If Design-Builder or anyone for whom Design-Builder 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.

- E. Design-Builder 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 Design-Builder 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.
- F. If after receipt of such written notice Design-Builder 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 the portion of the Work that is in the area affected by such condition shall 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 9.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Design-Builder, Project Design Professionals, Construction Subcontractors, 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 Contract Documents or the Technical Data, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner 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 the Design-Builder's failure to control, contain, or remove a Constituent of Concern brought to the Site by Design-Builder or by anyone for whom Design-Builder is responsible, or to a Hazardous Environmental Condition created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.H shall obligate Design-Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Construction Subcontractor shall furnish a dual obligation for the Owner and Design Builder 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 Design-Builder'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 14.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, 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. Construction Subcontractor 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 Construction Subcontractor 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 Design-Builder 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 Construction Subcontractor has failed to obtain a required bond, Owner may exclude the Design-Builder from the Site and exercise Owner’s termination rights under Article 15.
- F. Upon request to either Owner or Design-Builder from any Construction Subcontractor, Project Design Professional, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, the recipient of the request shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Design-Builder 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 Design-Builder 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. All insurance required by the Contract to be purchased and maintained by Design-Builder shall be primary and without contribution by insurance maintained by Owner.
- D. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly permitted in the Supplementary Conditions.

- E. Design-Builder shall require (a) its Construction Subcontractors and Engineer (and any other Project Design Professional that is an independent individual or entity) to purchase and maintain commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability (as applicable), and umbrella or excess liability insurance, and (b) its Construction Subcontractors to purchase and maintain contractor's pollution liability insurance. All such required insurance shall meet the same requirements for the applicable category of insurance established in this Contract for Design-Builder, unless otherwise indicated in the Supplementary Conditions.
- F. Design-Builder shall deliver to Owner, with copies to each additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Design-Builder has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Design-Builder shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if permitted) and deductibles, and evidence of insurance required to be purchased and maintained by Design-Builder's Construction Subcontractors, Engineer, and any other Project Design Professional that is an independent individual or entity. Design-Builder may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- G. Owner shall deliver to Design-Builder, with copies to each 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 Design-Builder 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.
- H. Failure of Owner or Design-Builder to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Design-Builder 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.
- I. 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.
- J. If Design-Builder has failed to obtain and maintain required insurance, Owner may exclude the Design-Builder from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- K. 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.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design-Builder or Design-Builder's interests.

- M. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Design-Builder's Insurance*

- A. *Workers' Compensation and Employer's Liability:* Design-Builder shall purchase and maintain workers' compensation and employer's liability insurance as required by law.
- B. *Commercial General Liability—Claims Covered:* Design-Builder shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Design-Builder, with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate, against:
1. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees.
 2. Claims for damages insured by reasonably available personal injury liability coverage.
 3. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Design-Builder'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. Design-Builder 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 Design-Builder's contractual indemnity obligations in Paragraph 7.19.
 3. Broad form property damage coverage.
 4. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 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). If Design-Builder demonstrates to Owner that the specified ISO endorsements are not commercially available, then Design-Builder may satisfy this requirement by providing equivalent endorsements.
 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. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:
1. Any modification of the standard definition of “insured contract.”
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs.
 4. Any exclusion of coverage relating to earth movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability.
 6. Any limitation or exclusion based on the nature of Design-Builder’s work.
 7. Any professional liability exclusion broader in effect than ISO form CG 22 79 07 98.
- E. *Automobile liability:* Design-Builder shall purchase and maintain automobile liability insurance with combined single limit of \$1,000,000 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.
- F. *Umbrella or excess liability:* Design-Builder shall purchase and maintain umbrella or excess liability insurance with limit of \$5,000,000 each occurrence 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 be procured on a “follow the form” basis as to each and every one of the underlying policies. Design-Builder may meet the combined limits of insurance (underlying policy plus applicable umbrella or excess) specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy that follows the form of the underlying policy, as specified herein.
- G. *Contractor’s pollution liability insurance:* Design-Builder 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 Design-Builder’s operations and completed operations with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall be maintained for no less than three years after final completion.
- H. *Additional insureds:* The Design-Builder’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and any individuals or entities identified as required additional insureds 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. Design-Builder shall obtain all necessary endorsements to support these requirements.
- I. *Professional liability insurance:*
1. Design-Builder shall be responsible for purchasing and maintaining professional liability insurance with limits of \$1,000,000 per claim and annual aggregate of \$2,000,000. 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 Design-Builder is legally liable.

2. If in the performance of this Contract any Design Professional Services, or other professional engineering or similar services, are to be performed by an independent design professional, under direct contract to Design-Builder or at any lower contractual tier, then Design-Builder shall be responsible for assuring that such independent design professional purchases and maintains 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 independent design professional is legally liable.
 3. If a Construction Subcontractor at any tier will provide or furnish design, engineering, or other similar professional services under this Contract, as the result of a delegation of professional design responsibilities or otherwise, then Design-Builder shall assure that such Construction Subcontractor purchases and maintains 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.
 4. Any professional liability insurance required under this Contract shall be maintained throughout the duration of the Contract and for a minimum of three years after Substantial Completion. For each claims-made professional liability policy furnished and maintained to satisfy the requirements of this Paragraph 6.03.I, the retroactive date on the policy shall pre-date the commencement of furnishing services on the Project.
- J. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. Include at least the specific coverages provided in this Article.
 2. Be written for not less than the limits of coverage 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 Design-Builder. Within 3 days of receipt of any such written notice, Design-Builder shall provide a copy of the notice to Owner and each other insured under the policy.
 4. Remain in effect at least until final payment and Design-Builder's departure from the Site (and longer if expressly required elsewhere in this Contract), and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. Provide applicable protection from claims that may arise out of or result from the performance of the Work, whether such performance is by Design-Builder, a Project Design Professional, any Construction Subcontractor or Supplier, or anyone directly or indirectly retained by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

6.04 *Owner's Liability Insurance*

- A. In addition to the liability insurance required to be provided by Design-Builder, the Owner, at Owner's option and expense, may purchase and maintain Owner's own liability insurance to protect Owner against claims which may arise with respect to the Project.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Design-Builder, and Design-Builder cannot rely upon Owner's liability policies for any of Design-Builder's obligations to the Owner or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Owner shall purchase and maintain builder's risk insurance upon the Construction 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 Design-Builder as named insureds, and all Construction Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. Be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Construction, 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 Design-Builder.
 - 3. Cover, as insured property, at least the following: (a) the Construction (including but not limited to all buildings, structures, foundations, excavations, underground property, pilings, underground pipes, flues, drains, wiring, cables, and the like) and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into the Construction, 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 Construction but which are intended to provide working access to the Site, or to the Construction, or which are intended to provide temporary support for the Construction, including scaffolding, form work, fences, shoring, lighting, cribbing, 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 Construction by Owner, such that those portions of the Construction that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. Provide for the waiver of claims and waiver of the insurer's subrogation rights, as set forth in Paragraph 6.06.
 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 Construction by Owner, until the Construction is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days' prior written notice has been given to the purchasing policyholder. Within 3 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 Construction prior to Substantial Completion of all the Work as provided in Paragraph 14.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Design-Builder) 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 Construction that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Construction not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Design-Builder elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Design-Builder'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 Design-Builder, a Construction Subcontractor, or an employee of Design-Builder or a Construction 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.

- G. *Loss of Use and Delay in Start-up:* Unless otherwise expressly stated elsewhere in this Contract, the Owner is responsible, at its option, for purchase and maintenance of insurance to protect Owner against the loss of use or delays in start-up caused by property damage.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against any Project Design Professional or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Design-Builder 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 Construction; and, in addition, waive all such rights against the Project Design Professionals, their consultants, all Construction 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 Design-Builder as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Design-Builder, the Project Design Professionals, and the Construction Subcontractors, 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 Construction 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 14.04, after Substantial Completion pursuant to Paragraph 14.03, or after final payment pursuant to Paragraph 14.06.
- C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that the insured is allowed to waive the insurer's rights of subrogation against Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, in a written contract executed prior to the loss, damage, or consequential loss.

- D. Design-Builder shall be responsible for assuring that each Construction Subcontract contains provisions whereby the Construction Subcontractor waives all rights against Owner, Design-Builder, all individuals or entities identified in the Supplementary Conditions as insureds, the Project Design Professionals, 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 Project.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall maintain such funds in a segregated account, and 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 Construction shall be repaired or replaced, the money so received applied on account thereof, and the Construction and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – DESIGN-BUILDER'S RESPONSIBILITIES

7.01 *Design Professional Services*

- A. Design-Builder shall provide the Design Professional Services needed to successfully perform and complete the Work required under this Contract.
- B. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7.02 *Construction*

- A. Design-Builder shall perform and furnish the Construction pursuant to the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified.
- B. Design-Builder shall keep Owner advised as to the progress of the Construction.

7.03 *Supervision and Superintendence of Construction*

- A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-

Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction.

- B. At all times during the progress of Construction, the Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

7.04 *Labor; Working Hours*

- A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder 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 indicated in the Contract Documents, and in the absence of any Laws or Regulations to the contrary, Design-Builder may perform the Construction on legal holidays, during any or all hours of the day, and on any or all days of the week, at Design-Builder's sole discretion.

7.05 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished 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.
- B. All materials and equipment incorporated into the Work shall be as specified by Owner or in the Construction Drawings or Construction Specifications, and unless specified otherwise shall be new and of good quality. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder 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 provided in the Contract Documents.

7.06 *"Or Equals" and Substitutions*

- A. If 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, then during the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may request that Owner authorize the use of other items of material or equipment, or items from other proposed suppliers, by including the proposed items in the proposed Construction Drawings or Construction Specifications, with required notice to Owner that the Submittal contains a variation from the Contract Documents. Owner in its sole discretion may approve the use of the item if Owner determines that the item is functionally equal to that named and sufficiently similar so that no change in related Work will be required, taking into consideration whether the item:
 - 1. Is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2. 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. Has a proven record of performance and availability of responsive service; and
 4. Is not objectionable.
- B. *Effect of Owner's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The 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.
- C. *Substitutes:* During the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may propose a substitute to an item of material or equipment that is required to be furnished by the Contract Documents. Any such proposal shall be made in a transmittal to Owner that is separate from and independent of any Design Submittals. The proposal shall describe the advantages, disadvantages, and changes in Contract Price or Contract Time associated with the proposed substitute. Approval of the proposed substitute shall be at Owner's sole discretion. If approved, the substitute item shall be incorporated in the Construction Drawings and Construction Specifications.
- D. *Design Professional Review:* Before Design-Builder transmits its proposal to Owner, the Project Design Professional that designed the portion of the Work affected by the proposed "or equal" or substitute shall review and approve the proposal.
- E. *Construction Drawings and Construction Specifications:* "Or equal" or substitute proposals with respect to items of material or equipment that are required in the Construction Drawings and Construction Specifications shall be considered proposed modifications of the Construction Drawings and Construction Specifications, and shall be governed by the provisions of Paragraph 8.02.H.

7.07 *Concerning Project Design Professionals, Construction Subcontractors, Suppliers, and Others*

- A. Design-Builder may retain Project Design Professionals, Construction Subcontractors, and Suppliers for the performance of parts of the Work. Such Project Design Professionals, Construction Subcontractors, and Suppliers must be acceptable to Owner.
- B. Design-Builder shall retain specific Project Design Professionals, Construction Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required to do so by the Contract Documents (including but not limited to the Proposal Amendment) as of the Effective Date.
- C. Prior to entry into any binding Design Agreement, Construction Subcontract, or purchase order, Design-Builder shall submit to Owner the identity of the proposed Project Design Professional, Construction Subcontractor, or Supplier (unless Owner has already deemed such proposed contractual party acceptable, during the bidding process or otherwise). Such proposed contractual party shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- D. Owner may require the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work solely on the basis of substantive, reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Project Design Professional, Construction Subcontractor, Supplier, or other entity.

- E. If Owner requires the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work, then Design-Builder shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.
- F. No acceptance by Owner of Engineer or of any Project Design Professional, Construction Subcontractor, Supplier, or other 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.
- G. Design-Builder shall be fully responsible to Owner for all acts and omissions of the Project Design Professionals, Construction Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work, just as Design-Builder is responsible for Design-Builder's own acts and omissions.
- H. Design-Builder shall be solely responsible for scheduling and coordinating the services and work of the Project Design Professionals, Construction Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- I. Design-Builder shall restrict all Project Design Professionals, Construction Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating directly with Owner, except in case of an emergency or a matter involving public health, safety, or welfare, or as otherwise expressly allowed herein.
- J. Owner may furnish to any Project Design Professional, Construction Subcontractor, or Supplier, to the extent practicable, information about amounts paid to Design-Builder on account of Work performed for Design-Builder by the requesting party.
- K. Nothing in the Contract Documents:
 - 1. Shall create for the benefit of any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity any contractual relationship between Owner and such third-party individual or entity; nor
 - 2. Shall create any obligation on the part of Owner to pay or to see to the payment of any money due any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity except as may otherwise be required by Laws and Regulations.

7.08 *Patent Fees and Royalties*

- A. Design-Builder 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 Conceptual Documents or other Contract Documents for use in the performance of the Construction, and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then Owner has disclosed the existence of such rights to Design-Builder in the Conceptual Documents or other Contract Documents.
- B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants 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 resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device, except those required by the Contract Documents.

- C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design-Builder and its officers, directors, members, partners, employees or agents, Project Design Professionals, Construction Subcontractors, and Suppliers 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 resulting from 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 required by the Contract Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

7.09 *Permits and Utility Charges*

- A. The Contract Documents allocate responsibility for obtaining and paying for specified permits, licenses, certificates of occupancy, and approvals of governmental authorities having jurisdiction over the Work. Each party shall assist the other, when necessary, in obtaining such permits, licenses, certificates, and approvals.
- B. Design-Builder shall pay all charges of utility owners for temporary service to the Work. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work, and for capital costs related thereto.

7.10 *Taxes*

- A. Design-Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work. Owner will provide Certificate of Exemption for State Sales/Use Tax to Design-Builder for the Work.

7.11 *Laws and Regulations*

- A. Design-Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.
- B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear 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.
- C. Changes in Laws or Regulations that occur after the date on which the Design-Builder committed to the Contract Price (whether by negotiation or making an offer or proposal) and affect the cost or time of performance shall be the subject of an equitable change in Contract Price or Contract Times.

7.12 *Record Documents*

- A. Design-Builder shall maintain the Record Documents in good order, in a safe place at the Site. Design-Builder shall annotate the Record Documents to show all changes and clarifications made (whether in the field or otherwise) during performance of Construction. The Record Documents, as annotated, will be available to Owner for reference. Upon completion of the Construction, Design-Builder shall deliver the Record Documents, as annotated, to Owner.
- B. After receipt and review of the Record Documents from Design-Builder upon completion of Construction, the Owner may comment on any possible inaccuracies. After Owner and Design-Builder collaboratively address any such comments, the Record Documents shall be deemed to be Record Drawings and Record Specifications.
- C. The Record Drawings and Record Specifications are Contract Documents, and are binding upon Design-Builder with respect to its obligations to comply with the Contract Documents, including but not limited to correction period responsibilities and warranty obligations.

7.13 *Safety and Protection*

- A. Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Construction 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. Design-Builder 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, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of Construction.
- B. Design-Builder shall comply with 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. Design-Builder 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. Design-Builder 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. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.13.A.2 or 7.13.A.3 caused, directly or indirectly, in whole or in part, by Design-Builder, any Construction 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 Design-Builder.

- F. Design-Builder's duties and responsibilities for safety and for protection of the Construction shall continue until such time as all the Work is completed, Owner has issued a notice to Design-Builder in accordance with Paragraph 14.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion), and Design-Builder has left the Site.
- G. Design-Builder's duties and responsibilities for safety and protection shall resume whenever Design-Builder or any Construction Subcontractor, Supplier, or other representative returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Safety Representative*

- A. Design-Builder 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.

7.15 *Hazard Communication Programs*

- A. Design-Builder shall be responsible for coordinating any exchange of 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.

7.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury or loss. Design-Builder shall give Owner prompt written notice if Design-Builder 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 a change in the Contract Documents is required because of the action taken by Design-Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.17 *Post-Construction Phase*

- A. Design-Builder shall:
 - 1. Provide assistance in connection with the start-up and testing of any equipment or system.
 - 2. Assist Owner in training staff to operate and maintain the Work.

7.18 *Design-Builder's General Warranty and Guarantee*

- A. Design-Builder warrants and guarantees to Owner that Design-Builder will perform and complete the Construction as required by the Contract Documents, and that all Construction will be in accordance with the Contract Documents, the Construction Drawings, and the Construction Specifications (as duly modified in accordance with the Contract), and will not be defective for a period of two years falling after Substantial Completion Date.

- B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification or improper maintenance or operation by persons other than Design-Builder, Construction Subcontractors, or Suppliers or any other individual for whom Design-Builder is responsible; or
 - 2. Normal wear and tear under normal usage.
- C. None of the following will constitute an acceptance by Owner of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents, unless expressly stated otherwise in writing:
 - 1. Observations by Owner;
 - 2. The making of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Submittal;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective Construction by Owner.

7.19 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner, and its officers, directors, and employees from losses, damages, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage 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 Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
- B. In any and all claims or actions against Owner, Owner's Consultant, 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 Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, any individual or entity directly or indirectly employed or retained 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 7.19.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 Design-Builder, a Project Design Professional, or any Construction Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Design-Builder under Paragraph 7.19.A shall not extend to the liability of Owner's Consultant, other consultants or design professionals of Owner, or their officers, directors, members, partners, employees, agents, consultants, or

subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 8 – SUBMITTALS

8.01 *Design-Builder's Preparation of Submittals*

- A. Design Submittals shall be prepared by Project Design Professionals, on behalf of Design-Builder.
- B. The appropriate Project Design Professional shall review and approve each Submittal (including but not limited to all Design Submittals), other than those Submittals not involving technical or engineering matters, before Design-Builder's transmittal of such Submittal to Owner. Such review and approval shall account for the following, as appropriate:
 - 1. That any items covered by such Submittal will, after installation or incorporation in the Construction, comply with the information and requirements in the Contract Documents and the Construction Drawings and Construction Specifications, as duly modified, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified.
 - 2. That if the Submittal includes any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, or any proposed variation from the requirements of such documents, such proposed modification or variation is acceptable based on the standards of the engineering profession (or other applicable design profession), and if implemented will be supported by signing or sealing by a licensed design professional, as necessary.
- C. Before Design-Builder's transmittal of a Submittal to Owner, the Design-Builder shall, as applicable:
 - 1. Review and coordinate the Submittal with other Submittals and with the requirements of the Work, the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified;
 - 2. Determine and verify all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal, and confirm that the Submittal is complete with respect to all related data included in the Submittal;
 - 3. Determine and verify the suitability of proposed materials and equipment with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation; and
 - 4. Determine and verify all information relative to Design-Builder's responsibilities for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- D. Design-Builder shall give Owner specific written notice of any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, and any variations that a Submittal may have from the requirements of the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified. This notice shall be

set forth in a written communication separate from the Submittal; and, in addition, in the case of a Submittal in drawing form, by a specific notation made on the drawing itself.

- E. Each Submittal shall bear a stamp or specific written certification by Design-Builder that it has satisfied its obligations under the Contract Documents with respect to preparation of the Submittal, and that Design-Builder approves the Submittal.
- F. All Submittals must be acceptable based on compliance with form and content requirements of the Contract Documents. Design-Builder shall submit Design Submittals for Owner's review and approval. Other Submittals shall not require express approval, except as indicated in the Supplementary Conditions or elsewhere in the Contract Documents.

8.02 *Owner's Review of Submittals*

- A. Owner will review all Submittals, and may comment on any Submittal. Any response to a Submittal by Owner shall be in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.07, and the provisions of the Contract Documents.
- B. For those Submittals requiring Owner's review and approval, Owner's response will be in writing and will indicate either that Owner approves the Submittal or rejects the Submittal. Owner may also include comments regarding the approved or rejected Submittal. For those Submittals that do not require approval, the Submittal shall be deemed acceptable to Owner unless Owner responds with a timely objection or adverse comment.
- C. Unless a specific provision of the Contract Documents expressly provides otherwise, Owner's review of a Submittal will be to determine if the Submittal complies with and is consistent with the Contract Documents. If Owner concludes that a Submittal requiring approval complies with and is consistent with the Contract Documents, the Owner shall approve such Submittal.
- D. Owner's approval, rejection, or acceptance of a Submittal will not extend to the means, methods, techniques, sequences, or procedures of Construction, or to safety precautions or programs incident thereto.
- E. Owner's review, comments, approval, rejection, or acceptance of Submittals shall not relieve Design-Builder from responsibility for (1) performance of the Work in accordance with the Contract Documents, (2) the scheduling and progress of the Work, (3) the means, methods, sequences, techniques, and procedures of Construction, and safety precautions and programs incident thereto, or (4) any variation from the requirements of the Contract Documents, unless Design-Builder has in a separate written communication at the time of submission called Owner's attention to each such variation, and Owner has given written approval of each such variation; nor shall Owner's review, comments, approval, rejection, or acceptance of a Submittal impose any such responsibility on Owner.
- F. Construction tasks and expenditures by Design-Builder prior to Owner's review and approval or acceptance of any Submittal will be at the sole risk of Design-Builder.
- G. In reviewing, approving, rejecting, accepting, or commenting on any Design Submittal, Owner does not assume responsibility for the design, for any deficiencies in the Design Submittal or in the Design Professional Services by which they were prepared, or for constructability, cost, or schedule problems that may arise in connection with the Design Submittal.
- H. The parties acknowledge that Design-Builder's design responsibilities continue after commencement of Construction. During the course of Construction, the Design-Builder may

propose modifications to the Construction Drawings and Construction Specifications. Owner shall approve such proposed modifications if (1) they comply with and are consistent with the Contract Documents, (2) Design-Builder has demonstrated that the modification is minor in character, or will not be detrimental to the quality and function of the Work, (3) the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters, and (4) Owner has not relied on the previously-approved Construction Drawings and Construction Specifications, such that the proposed modification would be detrimental to the Owner's interests. At its option, Owner may also approve more substantial or divergent proposed modifications, provided that the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters.

ARTICLE 9 – OTHER CONSTRUCTION

9.01 *Other Work*

- A. In addition to and apart from the Work to be performed and furnished by Design-Builder under the Contract Documents, the Owner may perform other construction work at or adjacent to the Site during the course of the Project. 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 Design-Builder written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work at or adjacent to the Site, Owner shall provide such information to Design-Builder.
- C. Design-Builder shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and to Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Design-Builder shall do all cutting, fitting, and patching of the Construction that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected.
- D. If the proper execution or results of any part of the Construction depends upon work performed by others under this Article 9, Design-Builder shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Construction. Design-Builder's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Construction, except for latent defects and deficiencies in such other work.

9.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to

arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Design-Builder 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. If the Supplementary Conditions do not identify the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors, Owner shall have sole authority and responsibility for such coordination.

9.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Construction or to the property of Design-Builder or the Construction Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Construction, through actions or inaction, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. 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 Design-Builder in the Contract Documents, and any provisions in Laws or Regulations concerning utility action or inaction, or related remedies. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Design-Builder assigning to Owner all Design-Builder'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. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.
- B. Design-Builder 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 Design-Builder 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 Design-Builder, and assign to such other contractor or utility owner the Owner's contractual rights against Design-Builder 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, Design-Builder 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 Design-Builder'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 Design-Builder.
- D. If Design-Builder 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

Design-Builder's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Design-Builder'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 Design-Builder or Owner, then Design-Builder 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 its officers, directors, members, partners, employees, agents, consultants and subcontractors 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 10 – OWNER'S RESPONSIBILITIES

10.01 General

- A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:
 - 1. If requested in writing by Design-Builder, furnish reasonable evidence satisfactory to Design-Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design-Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days' notice to the Owner;
 - 2. Make payments to Design-Builder promptly when they are due, as provided in Paragraph 14.01 and 14.06;
 - 3. Furnish the Site as set forth in Paragraph 5.01; arrange for safe access to and make all provisions for Design-Builder to enter upon public and private property as may reasonably be required for Design-Builder to perform Work under the Contract.
 - 4. Furnish to Design-Builder, as required for performance of the Work, the following, all of which Design-Builder may use and rely upon in performing services under this Agreement:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, and other special engineering surveys or data;
 - c. Property descriptions;
 - d. Zoning, deed, and other land use restrictions;
 - e. Utility and topographic mapping and surveys;
 - f. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; any information or data known to Owner concerning underground facilities at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data;
 - g. Any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site;

- h. Engineering surveys to establish reference points which in Owner's judgment are necessary to enable Design-Builder to proceed with the Work;
 - i. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project; and
 - j. Permits, licenses, and approvals of government authorities that the Contract Documents expressly require Owner to obtain.
- 5. Provide information known to Owner relating to the presence of materials and substances at the Site that could create a Hazardous Environmental Condition.
- B. If an obligation ascribed to Owner in Paragraph 10.01.A is expressly assigned to Design-Builder, in the description of the Work or elsewhere in the Contract Documents, then such express assignment to Design-Builder shall supersede the provision in Paragraph 10.01.A.
- C. Recognizing and acknowledging that Design-Builder's services and expertise do not include the following services, Owner shall furnish or obtain, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, or Design-Builder reasonably requests.
 - c. Such auditing services as Owner requires to review cost submittals or ascertain how or for what purpose Design-Builder has used the money paid.
- D. Examine all studies, reports, alternate solutions, sketches, drawings, specifications, proposals, Submittals (including Design Submittals), and other documents presented by Design-Builder (including obtaining advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate with respect to such examination), and if a decision is required with respect to any such document, render such decision in writing pursuant to any specific schedule, or if no specific schedule pertains, within a reasonable time after receipt of the document.

10.02 *Insurance*

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

10.03 *Limitations on Owner's Responsibilities*

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

10.04 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility with respect to undisclosed Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in Paragraph 5.06.

10.05 *Owner's Site Representative*

- A. Owner may furnish an Owner's Site Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Owner's Site Representative and assistants will be as provided in the Supplementary Conditions.

10.06 *Owner's Consultants and Managers*

- A. Owner's Consultant, if any, is identified in the Agreement.
- B. Owner shall advise Design-Builder of the identity and scope of services of any other independent consultants or managers retained by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, constructability review, program management, project management, or contract administration.
- C. Neither Owner's Consultant, Owner's Site Representative, nor any other consultant or manager retained by Owner, has any duties, responsibilities, or authorities with respect to Design-Builder, unless expressly provided in this Contract. Owner's Consultant and such other consultants and managers shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work; and will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

10.07 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to Paragraph 7.13.D.
- B. Owner shall inform Design-Builder of any specific requirements of safety or security programs that are applicable to Design-Builder while at the Site.

10.08 *Permits and Approvals*

- A. Owner shall obtain reviews, approvals, certificates, and permits from governmental authorities having jurisdiction over the Project as indicated in the Contract Documents.

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order or a Work Change Directive.
 - 1. *Change Orders:* 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.

2. *Work Change Directives*: The Work modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order. When a Work Change Directive is issued, the parties will promptly meet to attempt to negotiate the Work Change Directive's effect, if any, on the Contract Times and Contract Price. The effect, if any, on Contract Times and Contract Price, together with the Work Change Directive's addition, deletion, or revision to the Work, will be set forth in a subsequently issued Change Order.
- B. Either Owner or Design-Builder may propose or request a Change Order. With respect to certain events, this Contract may indicate specific times in which such requests or proposals must be submitted to the other party. With respect to all other events, the request or proposal shall be submitted to the other party within 30 days of the event giving rise to the request or proposal.

11.02 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, and notwithstanding any other provision of the Contract, Owner may, at any time or from time to time, order or authorize additions, deletions, or revisions in the Work within the general scope of the Contract. Such changes may be accomplished by a Change Order, if Owner and Design-Builder 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, Design-Builder 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 Design-Builder to undertake work that Design-Builder reasonably concludes cannot be performed in a manner consistent with Design-Builder's safety or professional obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Design-Builder 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 duly amended, except in the case of an emergency as provided in Paragraph 7.16, or in the case of uncovering Construction as provided in Paragraph 13.03.A.3.

11.04 *Changes Involving the Design*

- A. To the extent a change, whether proposed by Design-Builder or Owner, ordered by Owner, or set forth in a proposed Change Order or in a Work Change Directive, involves the design (as set forth in the Construction Drawings, Construction Specifications, or otherwise) or other engineering or technical matters, such changes must be reviewed and approved by the applicable Project Design Professional. The review and approval may occur at the time the change occurs, or as part of Design-Builder's provision of Professional Design Services in response to the change.

11.05 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim regarding an adjustment in the Contract Price shall be presented by written notice to the other party in accordance with Paragraph 16.01.

- B. If the Contract Price is based on Cost of the Work, then the provisions in the Agreement regarding Cost of the Work and changes in the Design-Builder's fee, Contract Price, Guaranteed Maximum Price, and Guaranteed Maximum Fee, apply.
- C. The value of any Work covered by a Change Order or of any 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.02); or
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.05.D); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents, and agreement to a lump sum is not reached under Paragraph 11.05.C.2, then on the basis of the Cost of the Work for price adjustments (determined as provided in the Cost of the Work provisions in the Agreement, if applicable, or in Paragraph 12.01), plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.05.D).
- D. *Design-Builder's Fee:* The Design-Builder's fee for overhead and profit on Change Orders shall be determined as follows:
 - a. A mutually acceptable fixed fee of 15 percent

11.06 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim regarding an adjustment of the Contract Times shall be presented by written notice to the other party pursuant to Paragraph 16.01.
- B. Design-Builder's entitlement to an adjustment of the Contract Times under this Contract is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.

11.07 *Execution of Change Orders*

- A. Owner and Design-Builder 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 Design-Builder has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's correction of defective Work under Paragraph 13.05 or Owner's acceptance of defective Work under Paragraph 13.07, or (c) agreed to by the parties (all subject to the need for review and approval by the applicable Project Design Professional pursuant to Paragraph 11.04); and
 - 4. Changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Article 16.

- B. If Owner or Design-Builder refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notice to Sureties*

- A. If notice 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) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – COST OF THE WORK ADJUSTMENTS; UNIT PRICE WORK

12.01 *Cost of the Work*

- A. *Costs of the Work Adjustment:* When the price of Work covered by a Change Order or an adjustment in Contract Price is to be determined on the basis of Cost of the Work, the Cost of the Work adjustment means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the specific portion of the Work. The costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the adjustment. If the Agreement contains Cost of the Work provisions, such provisions shall govern in determining the Cost of the Work for Change Order or adjustment purposes. If the Agreement does not contain Cost of the Work provisions, then the provisions in Paragraph 12.01 shall apply.
- B. *Costs Included:* The Cost of the Work adjustment does not include any of the costs itemized in Paragraph 12.01.C, and shall include only the following items with respect to the subject Work:
 - 1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the subject Work, under schedules of job classifications agreed upon by Owner and Design-Builder in advance of such performance.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the subject 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, vacation, and holiday pay applicable thereto. The expenses of performing the subject Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Design-Builder. For purposes of this Paragraph 12.01.B.1.b, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, as designated in the Agreement, for services in the performance of the subject Work.

2. Cost of all materials and equipment furnished and incorporated in the subject Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder 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 Design-Builder shall make provisions so that they may be obtained.
3. Cost of permits obtained by Design-Builder.
4. Payments made by Design-Builder to Construction Subcontractors for subject Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.
5. Payments made by Design-Builder for Design Professional Services provided or furnished with respect to the subject Work under a Design Agreement.
6. Costs of special consultants (not including Project Design Professionals), including but not limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the subject Work.
7. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Design-Builder'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 that remain the property of Design-Builder.
 - c. Rentals of all construction or engineering equipment and machinery, and their parts, whether rented from Design-Builder or from others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal of such equipment, machinery, and parts. All such costs shall be in accordance with the terms of such rental agreements. The rental of any such equipment, machinery, or parts shall cease when its use is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the subject Work, and for which Design-Builder is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Design-Builder, any Construction 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, damages, and related expenses caused by damage to the subject Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design-Builder, any Construction 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 Design-Builder's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site, as applicable to the subject Work.
- h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. Cost of premiums for all Bonds and insurance Design-Builder 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 Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1, all of which are to be considered administrative costs covered by the Design-Builder's fee.
- 2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
- 3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the subject Work and charges against Design-Builder for delinquent payments.
- 4. Costs due to the negligence of Design-Builder, any Construction Subcontractor, Engineer or other Project Design Professionals, 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 12.01.B.

D. *Design-Builder's Fee:* When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.05.D.

E. *Documentation:* Whenever the cost of any Work is to be determined pursuant to Paragraph 12.01.B and 12.01.C, Design-Builder will establish and maintain cost records in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

12.02 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 of Unit Price Work an amount

equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design-Builder will be made by Owner.

- B. If Design-Builder's compensation is based on Cost of the Work, this Contract will not include compensation under unit prices unless expressly stated otherwise.
- C. Each unit price will be deemed to include an amount considered by Design-Builder to be adequate to cover Design-Builder's overhead and profit for each separately identified item.
- D. Design-Builder or Owner may seek an adjustment in the Contract Price if:
 - 1. The quantity of any item of Unit Price Work performed by Design-Builder differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. Such an adjustment would not duplicate, and is coordinated with, any other related adjustments of Contract Price; and
 - 3. Design-Builder has incurred additional expense, or less expense, as a result of the variation in quantity.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

13.01 Access to Construction

- A. Owner, Owner's Consultant, Owner's Site Representative, and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply therewith as applicable.

13.02 Tests, Inspections, and Approvals

- A. Design-Builder 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. By Laws and Regulations, unless the Contract Documents or Laws and Regulations expressly allocate responsibility for a specific inspection or test to Owner;
 - 3. To attain Owner's acceptance of materials or equipment to be incorporated in the Construction;
 - 4. By manufacturers of equipment furnished under the Contract Documents;
 - 5. To meet the requirements of the Construction Drawings and Construction Specifications;
 - 6. For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Construction; and

7. For acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Construction.
- B. Owner shall be responsible for arranging, obtaining, and paying for all inspections and tests expressly required by the Contract Documents or Laws and Regulations to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Construction shall be governed by the provisions of Paragraph 13.03.
- C. All inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Design-Builder.
- D. If the Contract Documents require the Construction (or part thereof) to be approved by Owner or another designated individual or entity, then Design-Builder shall assume full responsibility for arranging and obtaining such approvals.
- E. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, and approvals.
- F. Design-Builder shall give Owner timely notice of readiness of the Construction (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- G. Each party shall provide the other with copies of any certificates of inspection or approval obtained with respect to tests and inspections.
- H. Both parties may rely on the results of inspections and tests, performed pursuant to this paragraph and the governing provisions of the Contract Documents, Laws and Regulations, and the Construction Drawings and Construction Specifications.
- I. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation. Such uncovering shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.03 *Uncovering Construction*

- A. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, then Design-Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection, or testing, as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment.
 1. If the Construction had been covered contrary to the written request of Owner or a requirement of the Contract Documents, then uncovering it for Owner's observation and re-covering it shall be at Design-Builder's expense, regardless of whether it is defective.
 2. If it is found that the covered Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement, re-covering, or reconstruction (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs

of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.

3. If the covered Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, re-covering, and reconstruction, subject to the provisions of Paragraph 13.03.A.1.

13.04 *Defective Construction*

- A. It is Design-Builder's obligation to assure that the Construction is not defective.
- B. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. Owner may reject, accept, or correct defective Construction.
- C. Promptly after receipt of written notice of defective Construction, unless Owner expressly indicates that it will accept the defective Construction, Design-Builder shall correct all such defective Construction, whether or not fabricated, installed, or completed; or, if Owner has rejected the defective Construction, remove it from the Project and replace it with Construction that is not defective.
- D. When correcting defective Construction, Design-Builder shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Construction.

13.05 *Owner May Correct Defective Construction*

- A. If Design-Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction, or if Design-Builder fails to perform the Construction in accordance with the Contract Documents, or if Design-Builder fails to comply with any other provision of the Contract Documents, Owner may, after 7 days' written notice to Design-Builder, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.05 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design-Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design-Builder's services related thereto, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere. Design-Builder shall allow Owner, Owner's Consultant, Owner's Site Representative, and Owner's other representatives, agents, employees, and contractors, access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

13.06 *Costs*

- A. Design-Builder shall bear all costs arising out of or relating to the correction, removal, or replacement of defective Construction, including but not limited to repair of adjacent Work or property; delay costs and impacts; fees and charges of engineers, architects, attorneys, and other professionals; and all court, arbitration, or other dispute resolution costs.
- B. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising its rights and remedies arising from defective Construction

under this Article will be charged against Design-Builder, by set-off against payment or otherwise.

- C. Design-Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to defective Construction.

13.07 *Owner's Acceptance of Defective Construction*

- A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. If such acceptance is proposed prior to final payment, it shall be subject to confirmation by the applicable Project Design Professional that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. Design-Builder shall pay 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) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted.

13.08 *Owner May Stop Construction*

- A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

ARTICLE 14 – PAYMENTS TO DESIGN-BUILDER; COMPLETION

14.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Paragraph 2.04 will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. *Application for Progress Payment:* On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design-Builder shall submit to Owner for review an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as 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 and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- C. *Payment of Obligations:*

1. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.
 2. If Design-Builder contends that it has withheld payment of underlying obligations for good cause, then Design-Builder shall inform Owner of the identity of the entity from which Design-Builder has withheld payment, the amount of the withholding, and the reason for the withholding.
- D. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- E. *Review of Applications:*
1. Owner will, within 10 days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design-Builder indicating in writing its reasons for refusing to accept the Application.
- F. Not more than 10 days after accepting such Application the amount will become due and when due will be paid by Owner to Design-Builder.
1. If Owner should fail to pay Design-Builder at the time the payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that he will stop the Work within 7 days after receipt of the notice by Owner, and after such 7-day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.
 2. Payments due but unpaid shall bear interest at the rate specified in the Agreement.
 3. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- G. *Reduction in or Refusal to Make Payment:*
1. Owner may impose a set-off against the whole or any part of any such payment, or nullify any previous payment because of subsequently discovered evidence or the results of subsequent inspections or tests, to the extent that is reasonably necessary to protect Owner from loss because:
 - a. Claims have been made against Owner on account of Design-Builder's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Design-Builder's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from breach of warranty, workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Design-Builder 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. Design-Builder 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 Design-Builder 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 Construction is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Construction in accordance with Paragraph 13.05, or has accepted defective Construction pursuant to Paragraph 13.07;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event that would constitute a default by Design-Builder and therefore justify a termination for cause has occurred;
 - j. Liquidated damages, special damages, or performance damages have accrued under the Contract Documents as a result of Design-Builder's failure to achieve Milestones, Substantial Completion, final completion of the Work, or performance requirements, as applicable;
 - k. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens; or
 - l. There are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, Owner will give Design-Builder immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Design-Builder any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Design-Builder the amount so withheld, or any adjustment thereto agreed to by Owner and Design-Builder, if Design-Builder remedies the reasons for such action. The reduction imposed shall be binding on Design-Builder unless it duly presents a written notice of Claim contesting the reduction.

14.02 *Design-Builder's Warranty of Title*

- A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether already incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.03 *Substantial Completion*

- A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor.
- B. If Owner considers the Work substantially complete:

1. Owner and Design-Builder 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 Design-Builder 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.
 2. Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. Owner shall attach to the certificate a punch list of items to be completed or corrected before final payment.
- C. After Substantial Completion the Design-Builder shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Design-Builder may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

14.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (1) has specifically been identified in the Contract Documents, or (2) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:
1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction that Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 14.03 for that part of the Construction.
 2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 14.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 6.05 regarding property insurance.

14.05 *Final Inspection*

- A. Upon written notice from Design-Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete

or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.06 *Final Payment*

A. *Application for Payment:*

1. After Design-Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, and Record Documents, Design-Builder may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (unless 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 Design-Builder 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 such releases or waivers of Liens specified in Paragraph 14.06.A.2, and as approved by Owner, Design-Builder may furnish receipts or releases in full and an affidavit of Design-Builder 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 in any way might result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Project Design Professional, Construction Subcontractor, or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 10 days after receipt of the final Application for Payment, give written notice to Design-Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment.

D. *Payment Becomes Due:* The amount will become due and will be paid by Owner to Design-Builder 30 days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability.

14.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Design-Builder. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.05, from Design-Builder's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from unresolved disputes or Claims presented by Owner, or from Design-Builder's continuing obligations under the Contract.
- B. The acceptance of final payment by Design-Builder will constitute a waiver by Design-Builder of all claims and rights against Owner other than those pending matters that have been duly submitted to dispute resolution under the provisions of Article 16.

14.08 *Correction Period*

- A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (1) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (2) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.
- B. 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 Conceptual Documents.
- C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, or removed or replaced, under this Paragraph 14.08, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design-Builder, which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder 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.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events justifies termination for cause:
 - 1. Design-Builder'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 as duly adjusted).
 - 2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.
 - 3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occurs, Owner may, after giving Design-Builder (and the surety, if any) 7 days' written notice, terminate the services of Design-Builder, take possession of any completed Design Submittals prepared by or for Design-Builder (subject to the limited license and indemnification provisions of Paragraph 3.04), exclude Design-Builder from the Site, take possession of the Work, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (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) such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be 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.
- C. Notwithstanding Paragraph 15.02.B, Design-Builder's services will not be terminated if Design-Builder begins, within 7 days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- D. Where Design-Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Design-Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design-Builder shall be paid (without duplication of any items) for:
 - 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;

3. Amounts paid in settlement of terminated contracts with Project Design Professionals, Construction Subcontractors, Suppliers and others (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 incurred in connection with such terminated contracts); and
 4. Reasonable expenses directly attributable to termination.
- B. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Design-Builder May Stop Work or Terminate*

- A. If, through no act or fault of Design-Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, Owner fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Design-Builder any sum finally determined to be due, then Design-Builder may, upon 7 days' written notice to Owner, and provided Owner does 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 15.03.A. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design-Builder any sum finally determined to be due, Design-Builder may upon 7 days' written notice to Owner stop the Work until payment is made of all such amounts due Design-Builder, including interest thereon. The provisions of this paragraph are not intended to preclude Design-Builder from obtaining an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design-Builder's stopping Work as permitted by this paragraph.

ARTICLE 16 – DISPUTES

16.01 *Methods and Procedures*

- A. *Notice of Claim:* If Owner and Design-Builder are not in agreement regarding a proposed or requested Change Order, other proposed adjustment of Contract Price or Contract Times, a Work Change Directive issued by Owner, or any other relief proposed or requested under the Contract, then either party may provide written notice of a Claim to the other party. Such notice of Claim shall be given within 90 days of: the proposal or request for a Change Order; such other proposed adjustment of Contract Price or Contract Times; the issuance of the Work Change Directive; or the proposal or request for other relief under the Contract. The notice of Claim shall be given within the 90 days regardless of whether the other party has responded to such proposal, request, or issuance, and regardless of whether discussions or negotiations are in progress; provided, however, that the parties may extend the time to give such notice of Claim by mutual written agreement. The notice of Claim shall include a statement of position, specification of the remedy sought, and supporting documentation.
- B. *Response:* Within 30 days of the date of notice of Claim, the receiving party shall respond with a written statement of position and any supporting documentation.
- C. *Direct Negotiations:* Owner and Design-Builder agree to directly negotiate all Claims between them in good faith for a period of 60 days from the date of notice of Claim.
- D. *Mediation:* If direct negotiations are unsuccessful in resolving a Claim, then Owner and Design-Builder shall submit the unsettled Claim to mediation by a mutually agreeable

mediator or mediation service. Owner and Design-Builder agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days.

1. The fees and expenses, including filing fees, of the mediator and any mediation service shall be shared equally by Owner and Design-Builder.
 2. The mediation shall be held in the locality where the Project is located, unless another location is mutually agreed upon by the parties.
 3. A settlement (if any) resulting from such mediation will be specifically enforceable under the prevailing law, by any court having jurisdiction.
 4. Participation in the mediation process in good faith is a condition precedent to commencing final or binding dispute resolution.
- E. If mediation is unsuccessful in resolving a Claim, then within 120 days of the completion of the mediation (1) the parties may mutually agree to a binding dispute resolution process of their choice, or (2) the claimant may give notice to the other that the claimant will seek to have the dispute resolved by a binding dispute resolution method established in this Contract, or if no such method has been established, by a court of competent jurisdiction. Failure by claimant to give such notice in a timely manner shall result in a waiver of the Claim.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice to the other party to this Contract, it will be deemed to have been validly given if delivered to the Authorized Representative of the other party:
1. In person, by a commercial courier service or otherwise; or
 2. By registered or certified mail, postage prepaid; or
 3. By e-mail, with the words “Formal Notice” or similar in the e-mail’s subject line.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *Cumulative Remedies*

- A. Unless expressly stated otherwise in this Contract, 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, or waiver of, any rights and remedies available to any or all of them which are otherwise imposed or available by:
1. Laws or Regulations; or
 2. Any special warranty or guarantee; or
 3. Other provisions of the Contract.

- B. The provisions of Paragraph 17.03.A will be as effective as if repeated specifically in the Contract in connection with each particular duty, obligation, right and remedy to which they apply.

17.04 *Limitation of Damages*

- A. With respect to this Contract and any and all Claims and other matters at issue, Owner shall not be liable to Design-Builder for any claims, costs, losses, or 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) sustained by Design-Builder on or in connection with any other project or anticipated project.

17.05 *No Waiver*

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

17.06 *Survival of Obligations*

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

17.07 *Controlling Law*

- A. The Contract Documents will be construed in accordance with the law of the place of the Project.

17.08 *Headings*

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

March 6, 2025

RE: Town of Eagle
Eagle Water System Improvements –
Lower Eby Booster Pump Station Phase 2
Proposal Version 2

Stephan Wilson, ENV-SP
Utility Manager
Town of Eagle
200 Broadway, P.O. Box 609
Eagle, CO 81631

Dear Stephan:

Short Elliott Hendrickson Inc. (SEH) and SEH Design|Build, Inc. (SEHDB) appreciates the opportunity to provide you with this revised Letter Proposal for the completion of the Lower Eby Booster Pump Station Installation (Project) which includes the changes requested by the Town to our letter proposal dated February 24, 2025.

PROJECT UNDERSTANDING AND BACKGROUND

SEHDB/SEH completed a Phase 1 – Preliminary Design Services Agreement for the 60% design of the Project. A series of drawings and other documents have been developed and revised with input from the Town. This proposal is based on these drawings and documents the summarize the 60% Basis of Design and corresponding basis of design memo attached to this proposal.

FINAL DESIGN AND PROJECT CONSTRUCTION

SEHDB will be teaming with Rice Lake West (RLW) to provide the construction of the planned improvements for the project. Work items will include:

1. Preparation of construction drawings and specifications certified for submitting for review and building permits.
 - a. Permits identified to be secured:
 - i. Eagle County Building Permit
 - ii. Eagle County ROW Permit
2. Provide construction administration and coordination of the project.
3. Provide Performance and Payment Bonds
4. Manage the Project's Control Estimate (cost estimate)
5. Conduct and record initial preconstruction meeting
6. Conduct and record all Owner/Contractor Meetings and Owner/Designer Meetings
7. Develop and manage Quality Control and Quality Assurance Plans
8. Develop and manage Project Safety Plans, OSHA logs, and emergency plans
9. Develop and manage Site Security Plan
10. Review and manage shop drawing and product submittal logs
11. Maintain Request for Information Logs and Change Order Logs
12. Maintain Master Schedule including tasks for Owner, CM, and Contractors
13. Construction of the Project.

Building a Better World for All of Us®

SEH Design|Build, Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110
sehdb.com | 651.490.2000 | 888.908.8166 fax

14. Providing compaction and concrete testing.
15. Coordinate applications for payment, collection of lien waivers, and contractor disbursements
16. Conduct and disburse all punch lists, and manage punch list logs
17. Manage project closeout, collect final lien releases and waivers
18. Conduct contract closeouts, collect as-built drawings, and assemble applicable warranty & maintenance documents.

Cost of Services

Attached is a breakdown to the proposed project. The overall fee is \$2,208,158 and is valid for 30 days after the date of this proposal. Due to the volatility of the market, we have included 8% for escalation of construction costs. Please note that due to recent government actions regarding tariffs, we reserve the right to adjust the overall fee in the future due to unforeseen changes.

Payment Terms: *Net 30 Days.*

Assumptions

1. Permit fees for building, mechanical and electrical permits are included in SEHDB fee above.
2. Estimate excludes winter conditions/protection.
3. Builders Risk Insurance is excluded.
4. Handling or disposing of hazardous materials is excluded.

Schedule

1. Final Design – it is anticipated that it will take 6 weeks to complete the final design and submit for local building plan permit approval.
2. Equipment lead time – the booster pump station has an approximately 30-week (or 7.5 month) lead time.
3. Final construction schedule will be developed upon authorization and once the materials are ordered. Currently, we estimate the construction will take approximately 6 weeks to install the foundation and site work associated with the booster pump station. One (1) week to install and commission the new booster pump station and two (2) weeks to demolition and restore site.
4. Based on the above items the following is a tentative schedule:
 - a. Authorization of Contract – March 17
 - b. Order Booster Pump Station – March 21
 - c. Booster Pump Station Delivered to Site – October 20
 - d. Final Design – March 24 to May 2
 - e. Secure Permits – May 5 to May 26
 - f. Foundation/Site Work – June 2 to July 18
 - g. Booster PS Set-up Commission – Oct 21-27
 - h. Demolition and Final Stire Restoration – Oct. 28-Nov. 14

The Town of Eagle has requested to use the EJCDC design-build contracts. SEHDB will draft and forward initial versions of the agreement and general conditions to the Town for review.

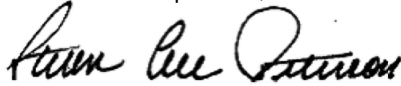
SEHDB proposes that if an agreement is not signed by March 17, but the parties are negotiating towards a final version, that we execute a letter agreement stating that the Town authorizes SEHDB to place orders for the long lead items of the booster pump station and valves. This will allow the project to meet the timeline provided above if the contract is not executed by March 17.

If you wish for us to proceed with the Work as described, you may indicate your acceptance by signing below and we will begin to develop the agreement.

Thank you for this opportunity to provide you with our proposal for this important Project for the Town of Eagle. We look forward to answering any questions that you may have.

Sincerely,

SEH DESIGN|BUILD, INC.



Steven L. Peterson
President

slp

Attachment: Construction Cost Estimate

C: Chad Katzenberger – SEH
Mile Jensen - SEH

+++++

You are authorized to proceed with the development of the agreement/work order for the Project.

Accepted by:

Town of Eagle/Stephan Wilson

Date

+++++

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Lower Eby Booster Pump Station

Town of Eagle, CO

Eagle, CO

Date: 3/6/2025



INSTALL ESTIMATE

	Description	Total
	Division 1 - General Requirements	\$ -
	RLW Mobilization, Field Burden, OH & Profit	\$ 84,351
	General Liability Insurance, Bonds	\$ 10,540
	Traffic Control Allowance	\$ 13,640
	Compaction and Concrete Testing Allowance	\$ 9,920
	Division 2 - Demolition	\$ 9,920
	Existing Pump Station Demolition	\$ 31,000
	Division 2 - Sitework	\$ -
	Site Pipe Installation & Earthwork	\$ 124,186
	E&S, SWPPP Allowance	\$ 1,240
	Site Pipe, Valves, Fittings Materials	\$ 130,200
	HydroVac Truck	\$ 12,400
	Setting Booster Pump Station	\$ 20,150
	Division 3 - Concrete	\$ -
	Complete Concrete	\$ 111,600
	Roadway Repair	\$ 18,600
	Division 16 - Electrical	\$ -
	Electrical	\$ 110,856
	EFI Booster Pump Station (Bldg)	\$ 954,716
	I&C SCADA Lower	\$ 63,854
	I&C SCADA Upper Tank	\$ 31,123
	Subtotal	\$ 1,707,173

Escalation to Construction Start (8%) \$ 136,574

Construction Contingency (5%) \$ 92,187

Construction Subtotal \$ 1,935,934

Final Design Services - SEH \$ 50,000

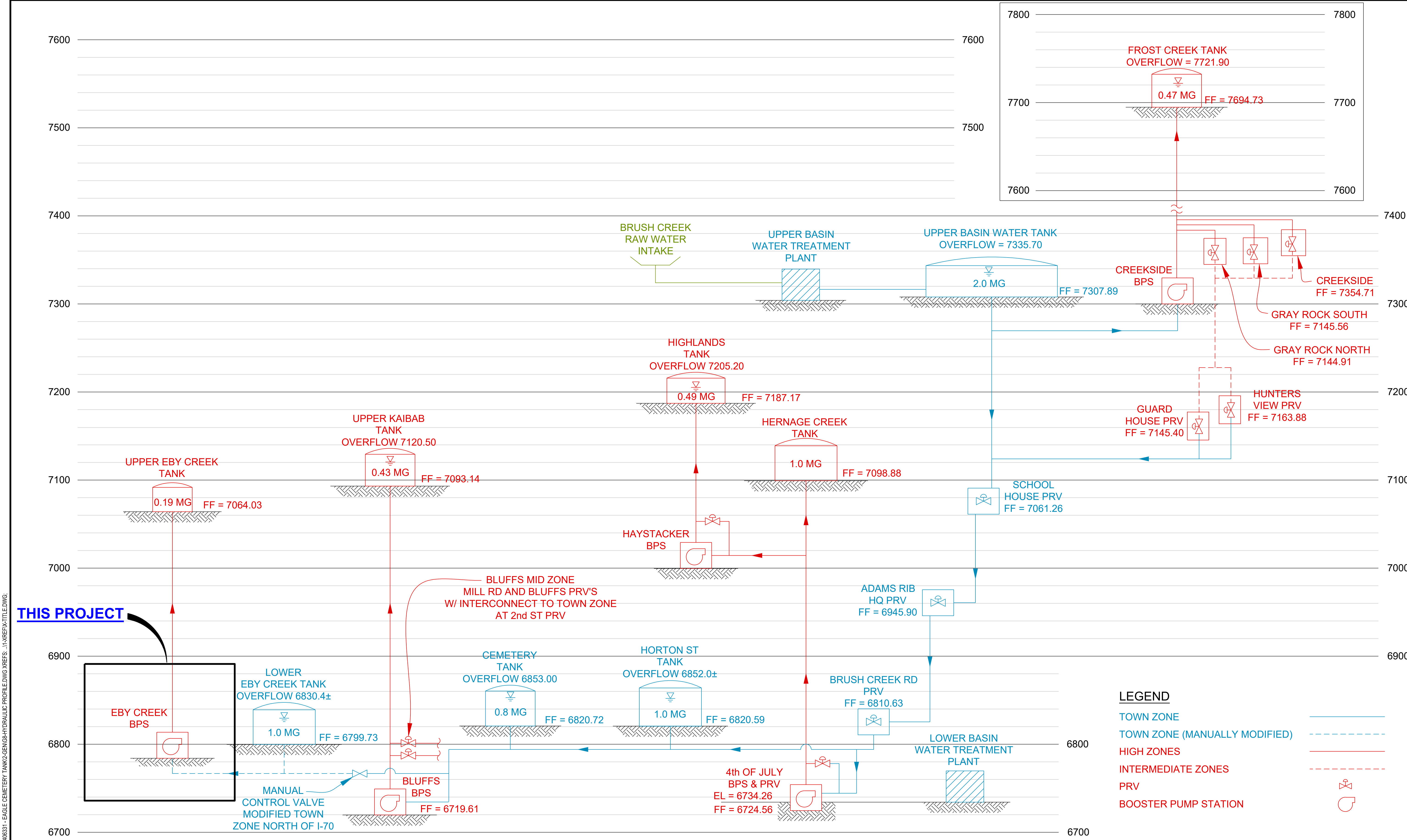
SEHDB Fee, Permits, Bonds, Construction Services & Admin \$ 222,224

TOTAL SEHDB CONTRACT \$ 2,208,158

Exclusions: Builders Risk Insurance

Clarifications:

1. Booster PS Lead time is 30 weeks or 7.5 months



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VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.

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IF NOT ONE INCH ON THIS DRAWING, ADJUST SCALES ACCORDINGLY.

NO.	DATE	REVISION	BY	CHK.

DESIGNED BY: RAF

DRAWN BY: CWC

CHECKED BY:

DATE: SEPTEMBER 2023

M

MOTT MACDONALD

TOWN OF EAGLE, COLORADO

SYSTEM ELEVATION DIAGRAM

PROJECT NO.

SHEET NO.

DWG. OF



To: Mayor Turnipseed and Town Council

From: Martha Miller, Project Manager

Date: March 19, 2025

Agenda Item: Resolution 24, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting an Energy/Mineral Impact Assistance Fund (EIAF) Tier II Discretionary Grant Application to the State of Colorado Department of Local Affairs (DOLA) for the Capitol Street Improvement Project."

REQUEST:

Staff requests the Town Council's approval of a resolution to support an application and financial match for a DOLA EIAF Discretionary Grant Program application for the Capitol Street Improvement project.

BACKGROUND:

DOLA released a call for applications for the EIAF Cycle 25-07 for fiscal year 2025. This grant program intends to promote sustainable community development and increase the livability and resilience of communities through strategic investments in asset-building activities. The water main and storm sewer improvements included in the Capitol Street Improvement project fit the eligibility criteria of the EIAF program.

ANALYSIS:

The Town's EIAF 25-07 grant application requests \$1,000,000 from the program with a minimum of a \$1,000,000 match from the Town of Eagle. Currently, the Town has a \$3,500,000 planned allocation in their 2026 budget for this project.

The funds for the match will come from the following sources and years:

	2026
Capital Fund	\$2,000,000
Water Fund	\$1,500,000
Total Match	\$3,500,000

COMMUNITY INPUT:

A Public Engagement has included a Public Open House on October 29, 2024, a presentation to the Downtown Development Authority on November 12, 2024, and a presentation at the Town Council work session on February 4, 2025. The community and Council strongly support the project.

BUDGET/STAFF IMPACT:

The Town's 2025 RAISE grant application requests \$1 million in state funding, with a required local match of \$1 million. The Town has 2026 planned allocations of \$3,500,000 from the Capital Improvement Fund -Streets (\$2,000,000) and Capital Improvement Fund- Water (\$1,500,000).

From a Town staffing perspective, no additional resources will be needed to manage the grant compliance and reporting.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the Town's 2025/26 Goal & Strategic Plan and Capital Improvements Plan by advancing the design and construction of the Capitol Street Improvement Project. It is consistent with the Strategic Plan's Major Objective of Matching Infrastructure to Quality of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **Approve** or **Deny** Resolution 24, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting an Energy/Mineral Impact Assistance Fund (EIAF) Tier II Discretionary Grant Application to the State of Colorado Department of Local Affairs (DOLA) for the Capitol Street Improvement Project."

ATTACHMENTS:

- Resolution 24, Series 2025

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 24
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, SUPPORTING AN ENERGY/MINERAL IMPACT ASSISTANCE FUND (EIAF) TIER II DISCRETIONARY GRANT APPLICATION TO THE STATE OF COLORADO, DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE CAPITOL STREET IMPROVEMENT PROJECT

WHEREAS, DOLA recently released a call for applications for the EIAF Cycle 25-07 for fiscal year 2025. The intent of this grant program is to promote sustainable community development, increase livability and resilience of communities through strategic investments in asset-building activities; and

WHEREAS, The improvements in the Capitol Street Improvement Project fit the eligibility criteria of the EIAF Grant program since the water main and storm sewer improvements are focused on increased livability and resilience; and

WHEREAS, this project aligns with the 2026 Strategic Plan's goal to continue design and engineering for the Capitol Street Improvement project and

WHEREAS, In 2026, the Town has planned allocations of \$3,500,000 for improvements on Capitol Street; and

WHEREAS, the application is due to DOLA By April 1, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Town Council hereby supports an application to Department of Local Affairs (DOLA) Energy/Mineral Impact Assistance Fund Grant program for a Tier II application for the Capitol Street Improvement Project for \$1,000,000 with a \$3,500,000 local match.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 25, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk



To: Mayor Turnipseed and Town Council
From: Jim Horsley, Engineer II
Date: March 18, 2025
Agenda Item: Resolution 28, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with Frontier Paving Inc. for the 2025 Street Resurfacing Project"

REQUEST:

Staff requests Council authorize the Mayor to execute the Construction Contract with Frontier Paving Inc. for the construction of the 2025 Town of Eagle Street Resurfacing Project.

BACKGROUND:

Staff advertised for bidders for the 2025 Street Resurfacing project via BidNet on January 9, 2025. The Town opened bids on February 12, 2025 and five bids were received:

- 360 Paving LLC: \$636,457.85
- United Companies: \$737,111.10
- Frontier Paving Inc: \$605,546.45
- GM Asphalt Repair LLC: \$680,004.25
- Gould Construction Inc: \$673,427.05

Staff recommends award of the Construction Contract to Frontier Paving Inc, the lowest qualified bidder, in the amount of \$605,546.45. Frontier Paving Inc. has successfully completed similar projects in the Eagle River Valley.

Resurfacing this year includes asphalt mill and overlay of Sylvan Lake Road from Colorado Mountain Medical to Eagle Ranch Road and asphalt replacement along the Nogal Road Recreation Path from Eby Creek Road to Red Canyon Apartments. The work is scheduled to begin in early July and a four to six-week project duration is anticipated. Staff will conduct public outreach as the start date approaches.

ANALYSIS:

Public Works prepared a cost estimate for the project. The Frontier Paving Inc. bid was 25% lower than the estimate.

COMMUNITY INPUT:

Not required.

BUDGET/STAFF IMPACT:

For fiscal year 2025, the Town has budgeted \$500,000 to the Streets Fund Line Item #1054361 for Street Resurfacing and \$220,000 from the Sales Tax and Capital Improvements Fund Line Item #6150730 for Paved Path Improvements. Expenses incurred under this agreement will be paid from those funds.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the Town's 2025 Goals/Strategic Plan of completing a street resurfacing project and paved recreation path improvements which is consistent with the Strategic Plan Major Objective of Match Infrastructure to Quality of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve: Resolution 28, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with Frontier Paving Inc. for the 2025 Street Resurfacing Project."

ATTACHMENTS:

- Resolution 28, Series 2025
- Construction Contract

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 28
(Series 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT WITH
FRONTIER PAVING INC FOR THE 2025 STREET RESURFACING PROJECT.

WHEREAS, the Town of Eagle desires to contract with Frontier Paving Inc. for the construction of the Town of Eagle 2025 Street Resurfacing Project pursuant to the standard construction contract included with the invitation to bid on the terms and conditions set forth therein; and

WHEREAS, Frontier Paving Inc. agrees to perform such services on the terms and conditions set forth in the standard construction contract included with the invitation to bid; and

WHEREAS, this contract is authorized pursuant to Section 29-1-201 and 30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF EAGLE, COLORADO:

The Town Council approves authorizing the Mayor to execute the Construction Contract with Frontier Paving Inc.

RESOLVED, APPROVED, AND ADOPTED THIS 25th DAY OF MARCH 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this **25th** day of **March, 2025** (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and **Frontier Paving Inc.**, an independent contractor with a principal place of business at **PO Box 1167, Silt CO 81652** ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before **September 8, 2025**.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed **\$ 605,546.45** (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

V. RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with

D-1

generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

D-2

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which

appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XI. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of **\$500 per day**.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

A. *Governing Law and Venue.* This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. *Integration.* This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

D. *Notice.* Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.

E. *Severability.* If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. *Modification.* This Contract may only be modified upon written agreement of the Parties.

G. *Assignment.* Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

H. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

I. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

J. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

FRONTIER PAVING INC.

By:

Charles Ellsworth
Charles Ellsworth President

STATE OF COLORADO)

COUNTY OF Garfield) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19th day of March, 2025, by Charles Ellsworth as President of Frontier Paving Inc.

My commission expires: 06/29/2028

(S E A L)

Kristie Moreno
Notary Public



EXHIBIT A
SCOPE OF WORK

Street Resurfacing and Miscellaneous Repairs on:

- Sylvan Lake Road (CMM to Eagle Ranch Road): 2" Asphalt Mill and Overlay
- Nogal Road Recreation Path: Asphalt Removal and 4" Asphalt Paving

BID FORM

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within 60 days of the due date. The undersigned also agrees to make delivery, or render service, within 10 days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Bidder acknowledges receipt of the following Addenda:

#1, Dated 02/03/2025
#2, Dated 02/07/2025

Name of Bidder: Frontier Paving Inc.
Address: PO Box 1167
Silt, CO 81652
Telephone Number: 970-625-2224

BID SUMMARY

Total Base Price:

\$ 605,546.45

Six Hundred Five Thousand Five Hundred Forty-Six Dollars and Forty-Five Cents
(in words)

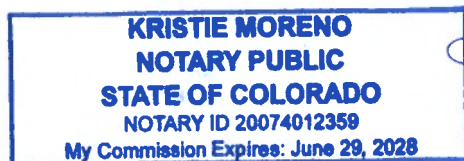
Attested by: Debby Ellsworth
Debby Ellsworth, Secretary/ Treasurer
STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

BIDDER:
Charles Ellsworth
Charles Ellsworth, President

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11th
day of February, 2025, by Charles Ellsworth, as
President of Frontier Paving Inc.

My commission expires: 06/29/2028

(S E A L)



[Signature]
Notary Public

A-1

BID SCHEDULE

To: Town of Eagle
1050 Chambers Avenue
P.O. Box 609
Eagle, CO 81631

Work: 2025 Street Resurfacing Project

Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the contractual work. All other work to complete the project but not specifically itemized shall also be included as incidental to the work cost. Contractor also agrees to pay all taxes and patent documents, within the time of completion of the contractual work and pay all taxes and patent costs, and perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

Bid Tabulation 2025 Street Resurfacing

Bid Item No.	Contract Item	Unit	Estimated Quantity	Unit Price	Extended Price
	Sylvan Lake Road (CMM to Eagle Ranch Road)				
10	Mobilization	LS	1	\$ 23,800.00	\$ 23,800.00
20	Portable Message Sign Panel	EACH	2	\$ 3,225.00	\$ 6,450.00
30	Traffic Control	LS	1	\$ 16,000.00	\$ 16,000.00
40	2" Depth Milling	SY	16,616	\$ 3.00	\$ 49,848.00
50	4" Asphalt Patch	SF	800	\$ 11.50	\$ 9,200.00
60	Transverse Crack Repair 18" x 4" Depth	LF	232	\$ 42.00	\$ 9,744.00
70	2" Asphalt Overlay (HMA, Grading SX, 75, PG 58-28) - Includes 10% Overage	TONS	2,028	\$ 150.00	\$ 304,200.00
80	8' x 8' Full Depth Sanitary Sewer Manhole Repair	EACH	1	\$ 2,260.00	\$ 2,260.00
90	10' x 10' Full Depth Communications Manhole Repair	EACH	1	\$ 3,110.00	\$ 3,110.00
100	10' x 10' Full Depth Electric Manhole Repair	EACH	2	\$ 3,100.00	\$ 6,200.00
110	Remove & Replace 24" C&G - CDOT Type 2 Section IIB	LF	20	\$ 210.00	\$ 4,200.00
120	Adjust Electric Manholes to Final Grade	EACH	7	\$ 460.00	\$ 3,220.00
130	Adjust Communications Manholes to Final Grade	EACH	3	\$ 955.00	\$ 2,865.00
140	Adjust Sanitary Sewer Manholes to Final Grade	EACH	6	\$ 145.00	\$ 870.00
150	Adjust Water Valves to Final Grade	EACH	20	\$ 55.00	\$ 1,100.00
160	Class 6 ABC Shouldering (18" Wide x 2" Depth)	LF	2,265	\$ 4.00	\$ 9,060.00
170	Channelizing Line White 8" (Water Based)	LF	225	\$ 1.10	\$ 247.50
180	Edge Line White 4" (Water Based)	LF	3,037	\$ 0.55	\$ 1,670.35
190	Center Line Double Yellow 4" - (2) Lines / LF (Water Based)	LF	1,116	\$ 1.10	\$ 1,227.60
SUB-TOTAL Sylvan Lake Road					\$ 455,272.45
	Nogal Road Recreation Path				
200	Mobilization	LS	1	\$ 4,350.00	\$ 4,350.00
210	Portable Message Sign Panel	EACH	1	\$ 1,960.00	\$ 1,960.00
220	Traffic Control	LS	1	\$ 3,435.00	\$ 3,435.00
230	Asphalt Removal (Sawcut, Remove, and Dispose)	SY	2,388	\$ 6.50	\$ 15,522.00
240	Subgrade Excavation (Remove 6" Depth and Dispose)	CY	25	\$ 126.00	\$ 3,150.00
250	Class 6 ABC (6" Depth - Complete in Place)	TON	50	\$ 121.00	\$ 6,050.00
260	4" Asphalt (HMA, Grading SX, 75, PG 58-28) - Includes 10% Overage	TON	583	\$ 169.00	\$ 98,527.00
270	Tree Removal (6" Caliper inc. Roots)	EACH	6	\$ 502.00	\$ 3,012.00
280	Arborist (Air Spade and Trim Cottonwood Roots)	HR	24	\$ 157.00	\$ 3,768.00
290	Install 18" NDS SM-1820 Root Barrier	LF	250	\$ 42.00	\$ 10,500.00
SUB-TOTAL Nogal Road Recreation Path					\$ 150,274.00
TOTAL PROJECT					\$ 605,546.45

Frontier Paving Inc.

BIDDER:



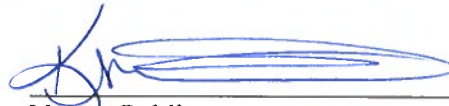
Charles Ellsworth, President

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11th day of February, 2025, by Charles Ellsworth, as President of Frontier Paving Inc.

My commission expires: 06/29/2028

(S E A L)



Notary Public



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: March 25, 2025
Re: Town Manager Report

Economic Development:

The Town continues to actively engage with the Community regarding the future of the Old Town Hall property. We are sharing the publicly available commercial appraisal and exploring potential opportunities aligning with our business expansion and housing development goals. Under Article XII, Section 12.01 of the Town of Eagle Home Rule Charter, the Town Council can acquire, sell, exchange, or dispose of real property through an ordinance. At the same time, lease agreements are approved via resolution.

To further support sustainable economic growth, the Town is collaborating with Economic & Planning Systems (EPS) on a series of initiatives to balance commercial expansion with residential development. This includes advancing the Commercial Linkage Fee initiative, which aims to establish a reliable funding mechanism for housing solutions tied to new commercial projects. Additionally, EPS conducts financial analyses related to potential annexations, providing insights into infrastructure funding and revenue-sharing strategies that will help sustain Eagle's economic vitality for years.

On Wednesday, March 19, Town staff met with the East Eagle development partners to review key elements of the annexation process for Parcels A and F. Our discussions focused on the executive session topics and the current status of annexation negotiations. In addition to the annexation agreement, we explored the framework for a parallel agreement to address items that may fall outside the annexation terms but are essential to the project's success for both parties.

Both parties committed to further research on several key components before reconvening to refine our approach. These ongoing efforts are critical to ensuring that the annexation and subsequent development align with the Town's strategic priorities and the Community's long-term needs. Through thoughtful collaboration and careful planning, we aim to create a well-structured, sustainable path forward for East Eagle.

Community Engagement & Meetings: This report highlights our recent community outreach efforts and critical regional and project-specific meetings. Our top priority is to engage with stakeholders, stay abreast of developments, and contribute to our Community's growth.

The Vail Valley Foundation Presentation & Funding Commitment On March 11, the Vail Valley Foundation (VVF) presented to the Town Council, requesting the full reinstatement of \$50,000 in funding from the Town of Eagle to support the 2025 ShowDown Town summer concert series. ShowDown Town has long been a valued community event, bringing residents and visitors together while driving economic activity for local businesses.

A recent funding adjustment provides additional flexibility in meeting this request. With Second Street Tavern opting not to host its Second Street Block Music Fest this summer, \$5,000 previously allocated to that event is now available. This reallocation increases the Town's previously approved VVF funding from \$40,000 to \$45,000 for the 2025 concert season.

Recognizing the cultural and economic benefits of ShowDown Town, we recommend establishing a baseline funding commitment of \$50,000 from the Marketing & Events Advisory Committee (MEAC) starting in 2026 to ensure consistent and sustained Council support. With the acceptance of this report, I will notify VVF President Mike Imhof that the Town has approved a \$45,000 budget for 2025, with a planned commitment of \$50,000 for future years.

The Eagle County Regional Housing Action Plan committee continues to review and refine the final draft information to make it ready to share with all communities in the next month or so. The Eagle County Regional Housing Needs Analysis comprehensively evaluates the county's ongoing housing challenges and future needs. With home prices in non-resort areas exceeding \$1 million and rental availability tightening, local workers' affordability gap widens. While the median household income has grown, many of the county's largest employment sectors—including food service, retail, and construction—offer wages below \$50,000 per year, making it nearly impossible for employees in these industries to afford housing. Additionally, almost 40% of the county's housing units are vacant due to second-home ownership and short-term rentals, which drive up prices and limit availability for full-time residents. The study also highlights the increasing displacement risk for lower-income households, renters, and those living in older or mobile homes, as well as a growing reliance on long-distance commuting due to the lack of affordable housing near job centers.

The report identifies a need for **6,375 additional housing units** over the next decade, with three-quarters designated for rental housing. Of this total, 2,638 units are needed immediately to fill the existing housing gap, while 3,736 units will be required to meet future growth. While 703 units are currently under construction and another 632 are entitled to development, a significant shortfall remains. The housing crisis is further compounded by an aging population, contributing to labor shortages and an increased demand for senior housing. Additionally, the study notes that younger families are increasingly moving down valley, where housing costs are relatively lower. However, this shift is insufficient to balance the county's overall housing needs.

The report underscores the urgency of implementing strategic housing solutions, including expanding deed-restriction programs, incentivizing affordable housing development, and enhancing local policies to ensure long-term workforce stability. Eagle County already has a strong foundation of housing resources, such as rental assistance programs and public-private partnerships, but additional investment and innovative policy action will be critical to closing the housing gap. Collaboration among local governments, businesses, and housing organizations will be key to preserving community character, improving affordability, and ensuring that Eagle County remains a viable place to live and work for residents across all income levels. The link: [\(DRAFT.Eagle.County.Housing.Needs.Analysis.Report\)](#)

On Wednesday, March 12, Town staff, Peyton, and I continued discussions with Daniel Ritsch and his planner, Larry McKinzie, regarding the potential redevelopment of 120 2nd Street and 214 Wall Street. Their vision includes a boutique hotel and mixed-use development at 120 2nd Street while exploring housing opportunities at 214 Wall Street. These discussions are essential in shaping future development that aligns with the Town's economic and Community goals.

On Tuesday, March 18, the Eagle River Park Coalition requested additional time to work on their concepts before returning to report to the Town Council on their preferred options.

Administration and Organization Update:

We are pleased to announce Racheal Tand as our next Finance Director. Rachel plans to start her new role for the Town of Eagle on Monday, May 5. I am sharing with you an email I sent to Rachel once she accepted our job opportunity:

Dear Rachel,

On behalf of the Town of Eagle team, We are honored to welcome you as our new Finance Director. Your expertise, leadership, and commitment to public service will be invaluable as we continue to enhance and strengthen our Community. We are thrilled to have you join us and look forward to the positive impact you will bring.

*At the Town of Eagle, we are guided by a clear **vision**—to be a vibrant mountain community that is diverse, inclusive, and unique. Our **mission** is to maintain and enhance the quality of life for everyone in our Community, and we do so by upholding our **core values**: Integrity, Respect, Commitment, Responsibility, Collaboration, and Leadership. These principles shape our decisions, guide our actions, and define how we serve our residents and businesses.*

*Culture and leadership are at the heart of everything we do. We believe fostering teamwork through **inclusivity, empowerment, and understanding** is essential to building a strong organization. Our culture is not just about policies or procedures—it is about how we show up for one another, support each other's success, and create a workplace where innovation, accountability, and collaboration thrive.*

As Finance Director, your leadership will play a vital role in ensuring the financial health of our Town, supporting sound fiscal decision-making, and helping us invest in a future that benefits everyone. Your work will directly impact our residents' well-being, our services' efficiency, and the sustainability of our Community's quality of life and growth.

We recognize that outstanding leadership is not just about overseeing numbers and policies—it's about inspiring people, fostering trust, and creating a shared sense of purpose. At Eagle, we strive to be an organization that values hope, humility, gratitude, and excellence. Leading with these values creates an environment where employees and residents feel empowered, engaged, and valued.

Rachel, we are excited for you to be part of our team and our journey. Your talents and leadership will help shape our Community and strengthen our team. Thank you for choosing to serve in this role—we look forward to working alongside you and achieving great things together.

P.S. I have attached a copy of Town of Eagle – Role of Government and our Vision, Missin, Values, and Culture statements. The link: [\(Role.of.Government.Vision.Mission.Values.Culture\)](#)

Welcome to the Town of Eagle Team!

*Sincerely,
Larry*

On Thursday, March 13, Town staff met with KLJ consultants to advance our efforts in securing grant funding for critical infrastructure projects. Our focus remains on identifying financial resources to support large-scale road, water, and wastewater improvements, ensuring that our public infrastructure investments continue to enhance the Town's quality of life and long-term sustainability.

Town staff continues collaborating with Sherly Beckman and the Stolfus design team as they engage the Eagle Grand Avenue Corridor Design Stakeholder Working Group (SWG). This meeting prepared critically for the upcoming Grand Avenue Public and Property Owners Open House on March 26, ensuring stakeholders are informed and aligned on project goals and progress. The Grand Avenue Multimodal Project remains a top priority, especially as we await the final selections for Round 2 of the BUILD Grant Program, anticipated by June 28, 2025. We remain dedicated to securing this essential infrastructure investment and will actively track developments throughout the grant review process.

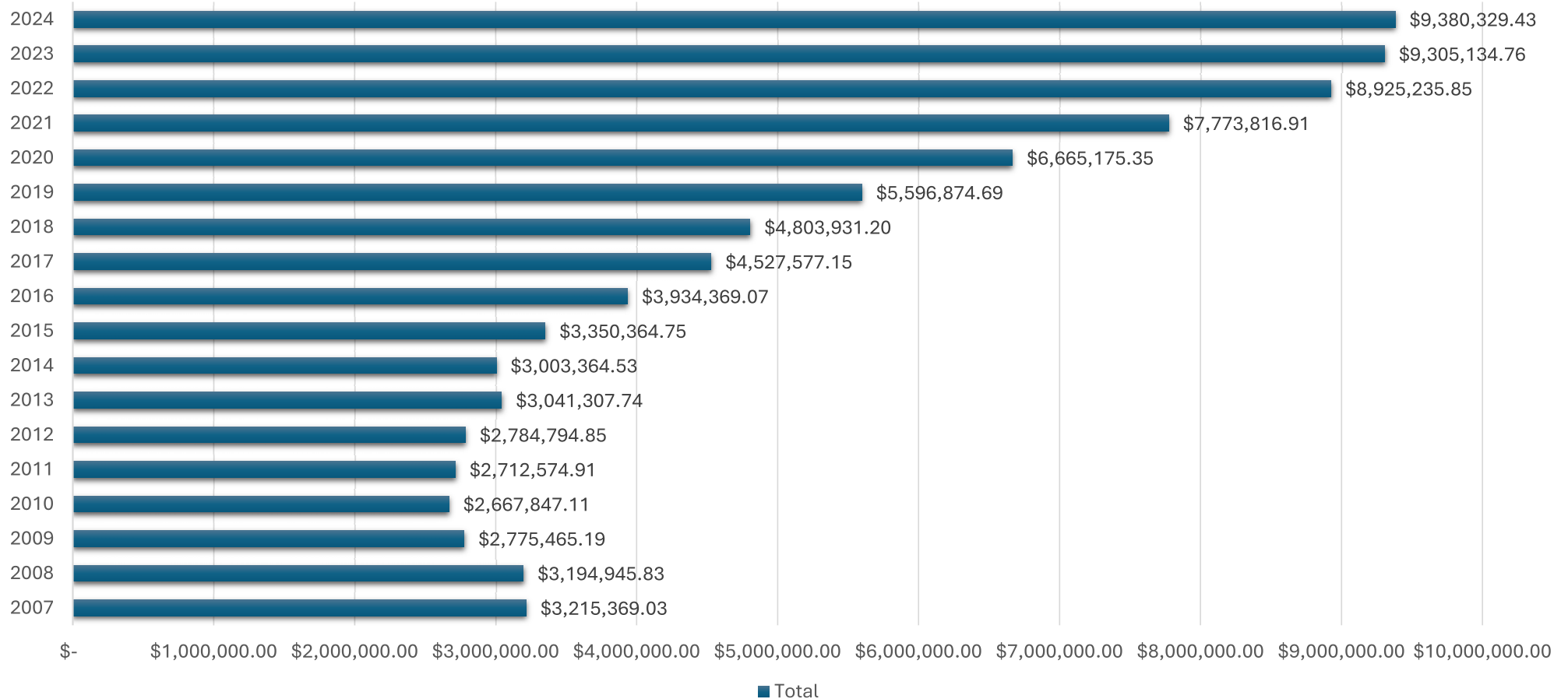
Please note that I will be out of the office starting Friday, April 4, through Friday, 11, and return to the office Monday, April 14. I will have my laptop and cell phone if you need something.

WORK SESSIONS: *To help the Town Council keep track of upcoming work sessions, below is a table of topics to discuss over the next several months. Preparing in advance is helpful since it takes planning to execute a work session. Staff will keep this table in this report and make changes as needed. The topics are subject to change:*

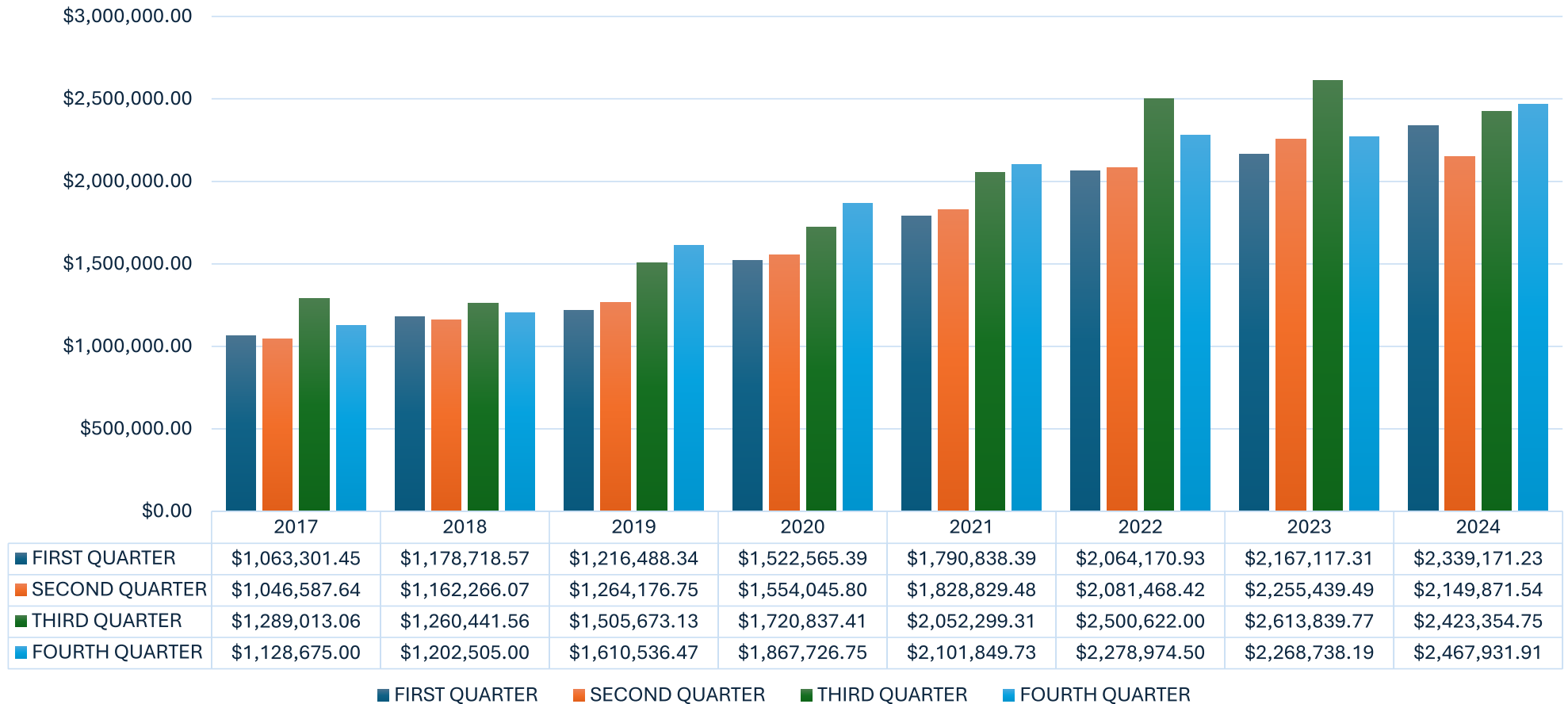
Date	Topic
April 1, 2025 Work Session	Grand Avenue update discussion 1-hour
May 6, 2025 Work Session	Joint Long-Range Planning Discussion Council and P & Z - 2-hours
June 3, 2025	Regional Net Zero Roadmap 1-hour
July 1, 2025	
August 5, 2025	
Request for Additional Work Sessions	Topic

ANNUAL TOTAL SALES TAX 2007-2024 REVENUE PERIOD TOTALS

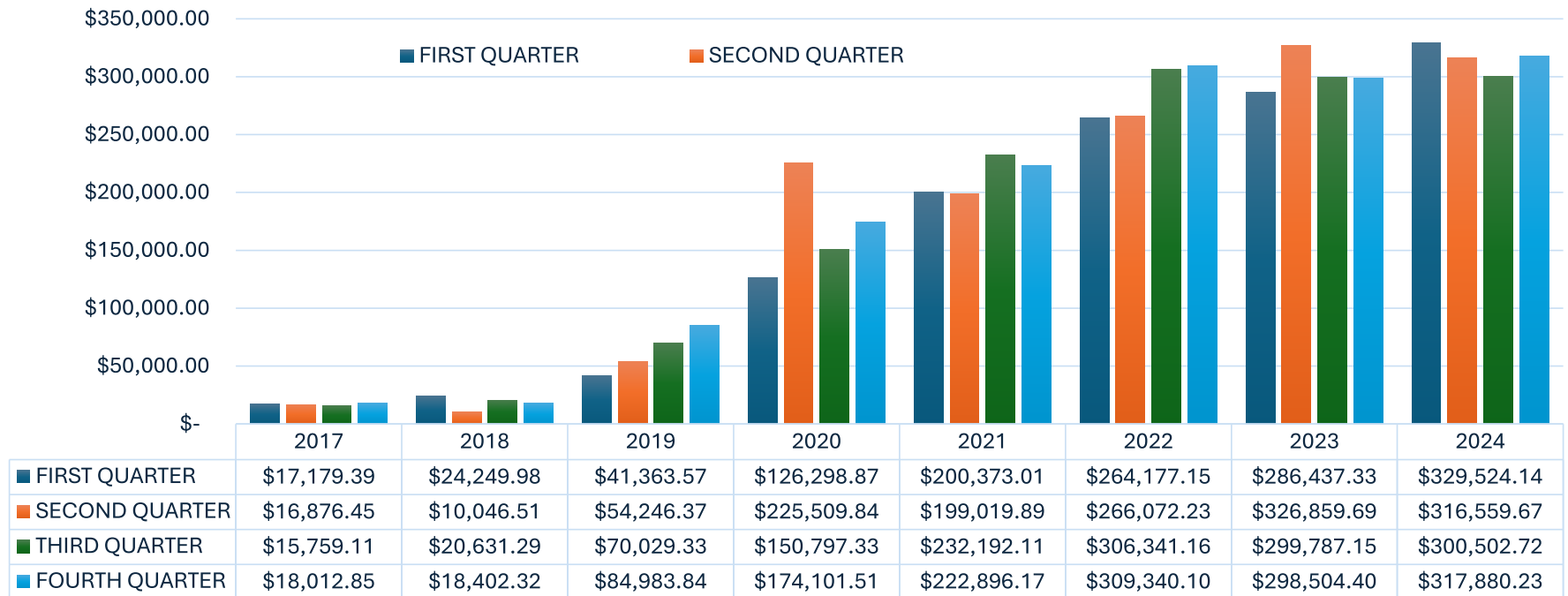
**2016 - PRESENT INCLUDE .5% SALES TAX
INCREASE*



TOTAL SALES TAX BY QUARTER 2017-2024 REVENUE PERIOD TOTALS

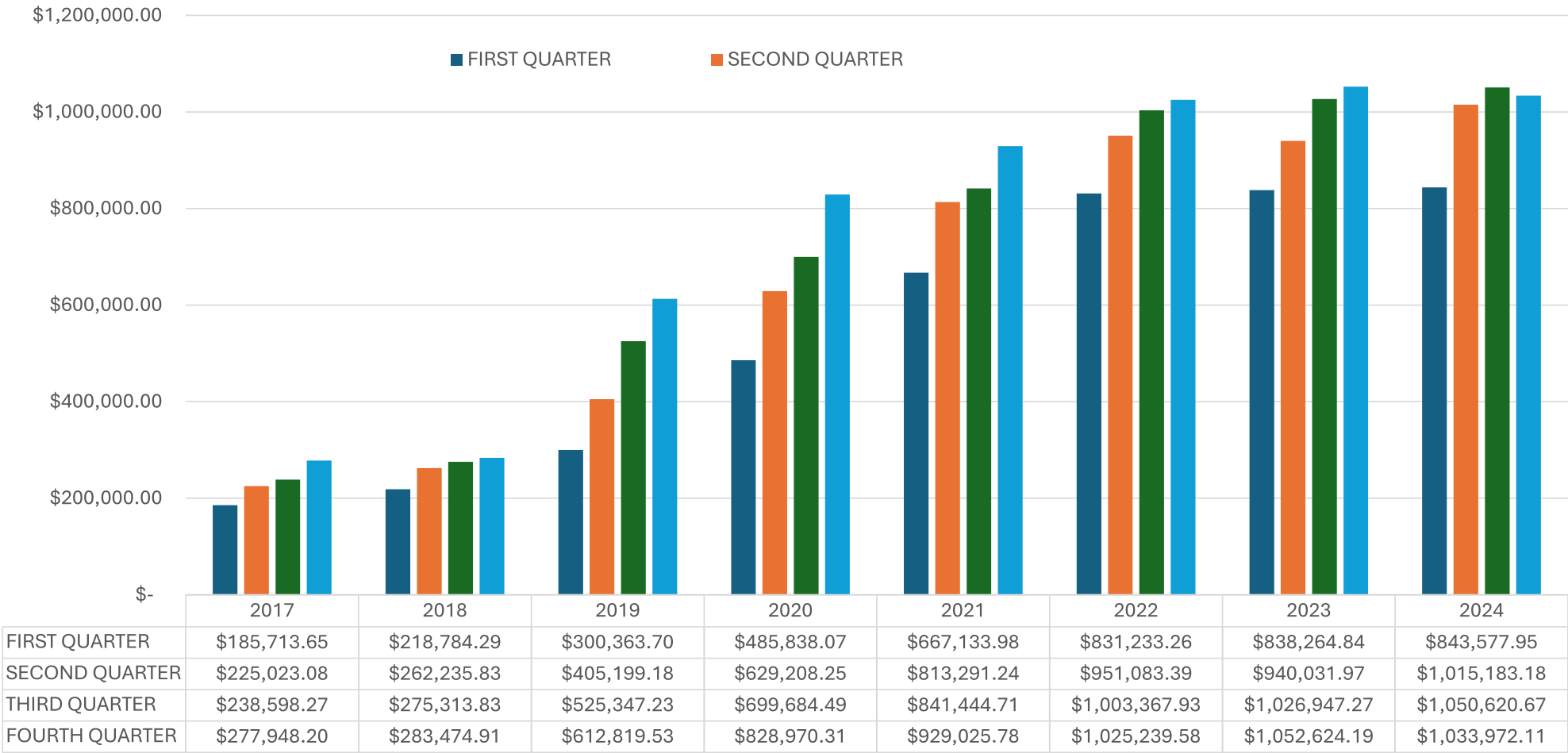


ONLINE SALES TAX BY QUARTER 2017-2024 REVENUE PERIOD TOTALS

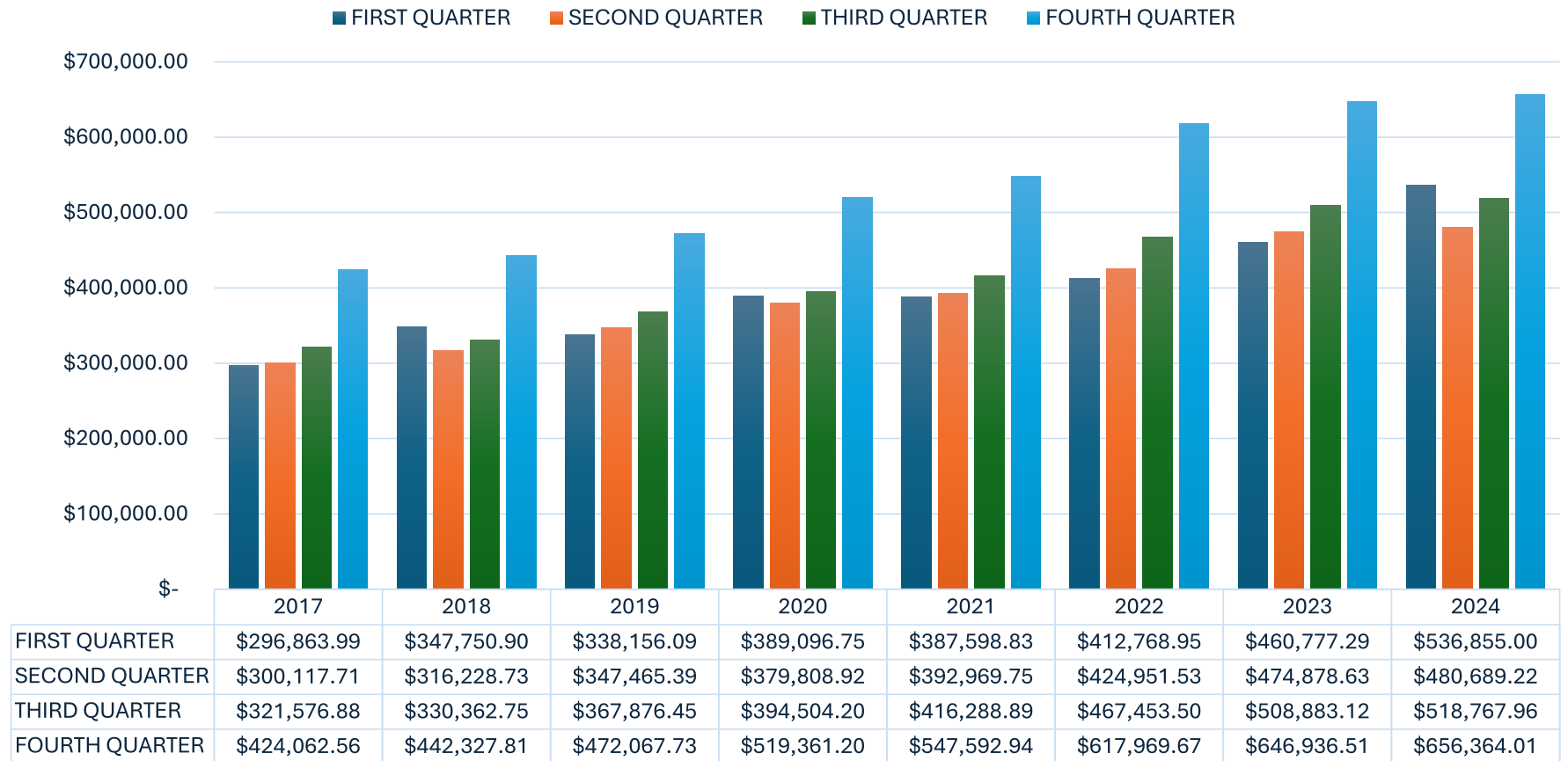


Online sales are included in the retail and out of area sectors.

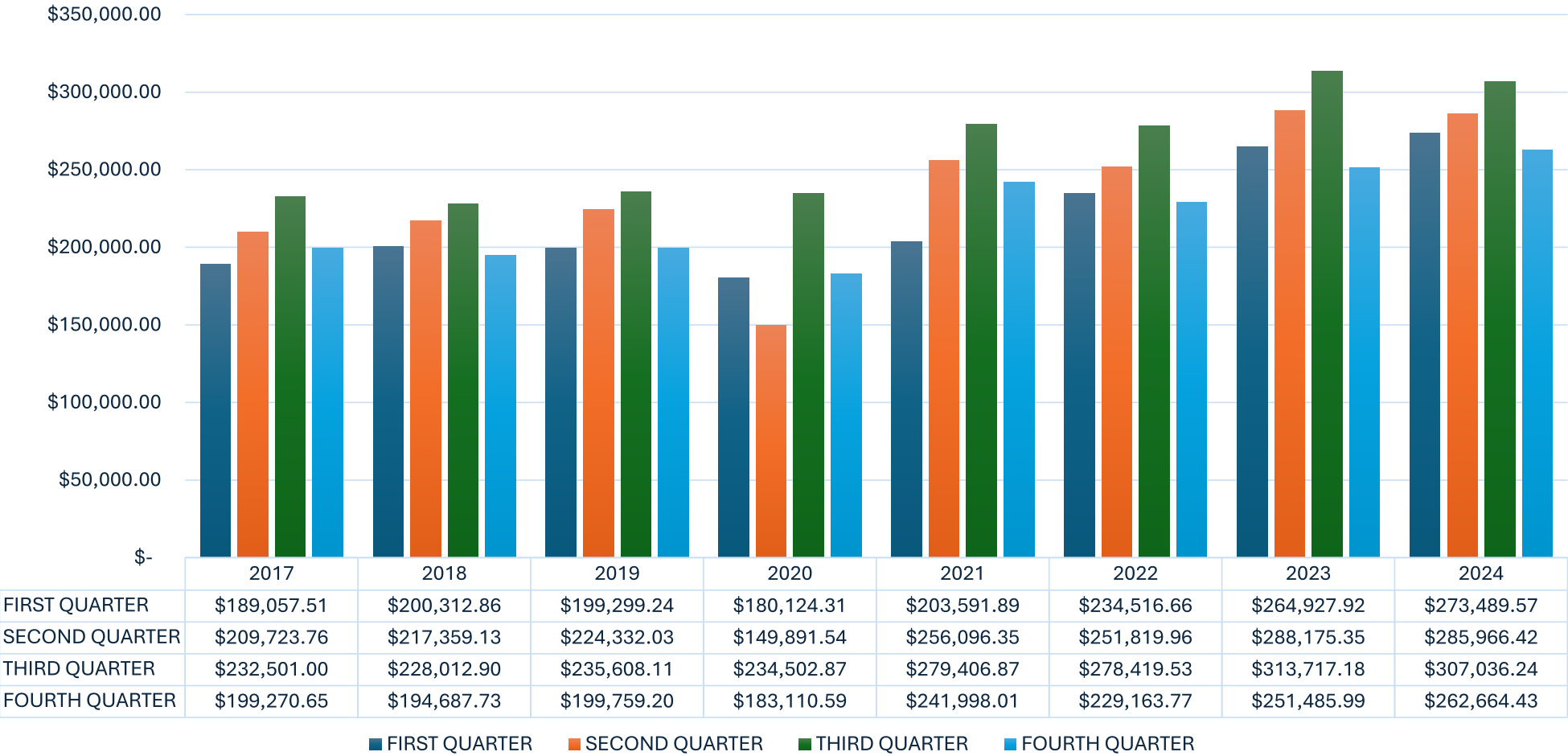
RETAIL QUARTERLY COLLECTIONS
2017-2024



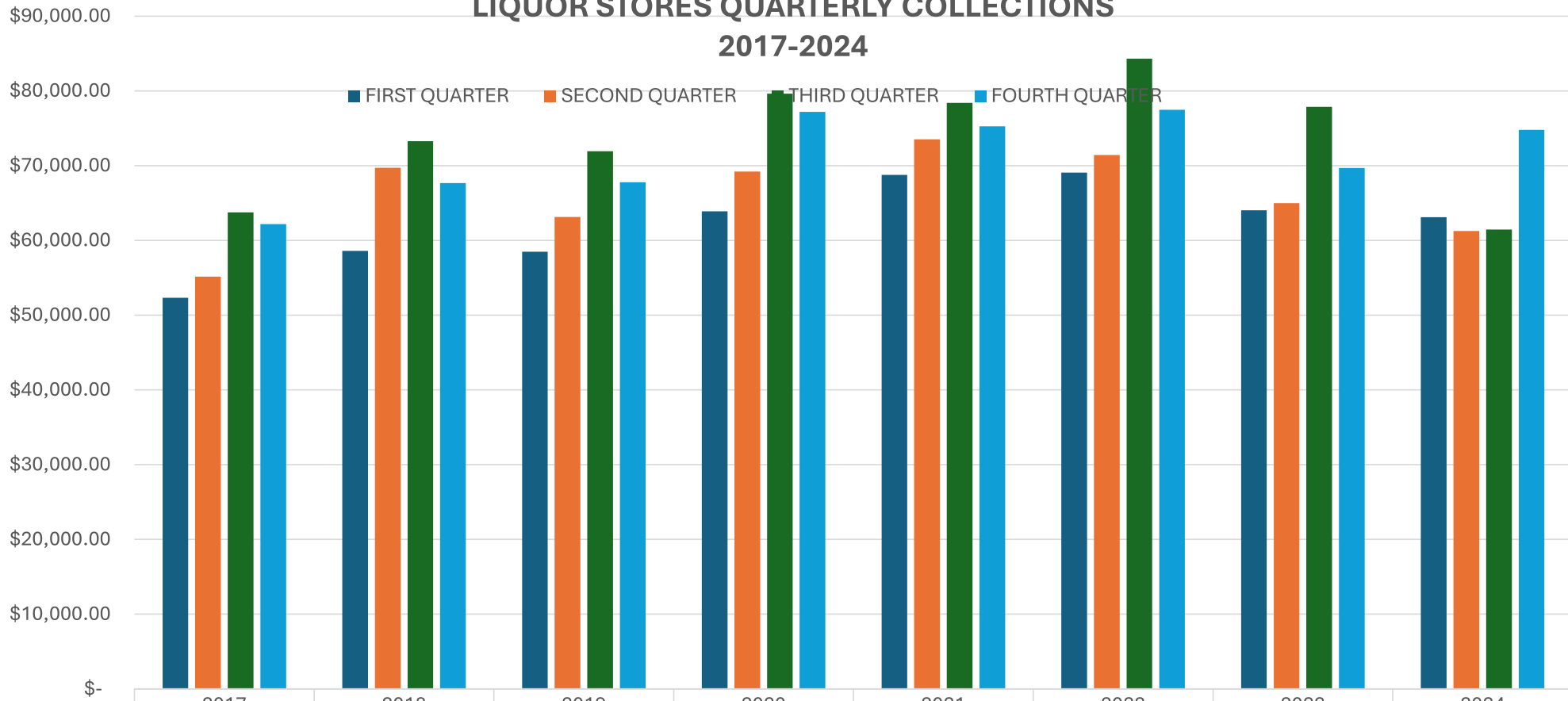
FOOD QUARTERLY COLLECTIONS 2017-2024



RESTAURANTS & BARS QUARTERLY COLLECTIONS
2017-2024

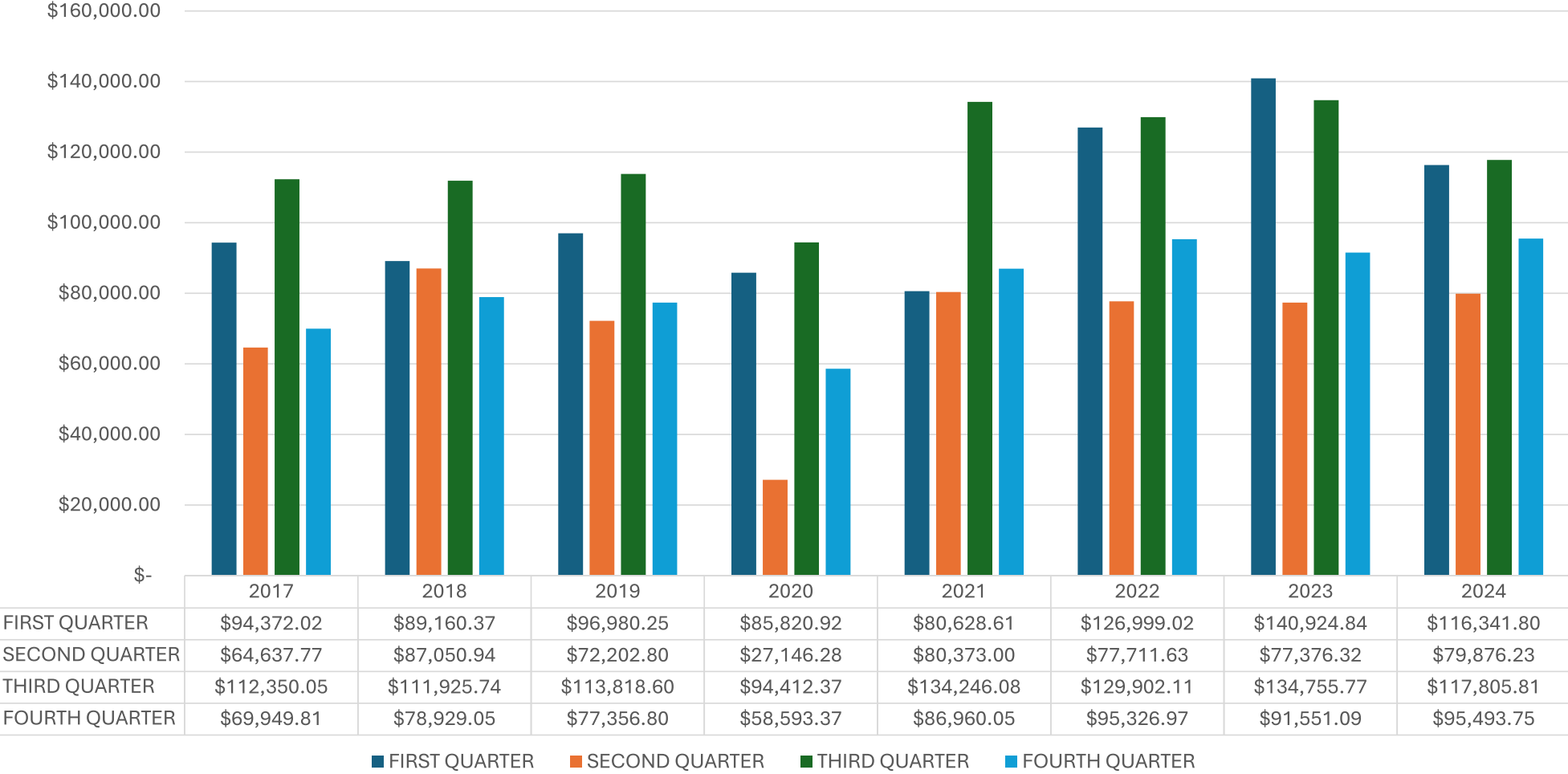


LIQUOR STORES QUARTERLY COLLECTIONS 2017-2024

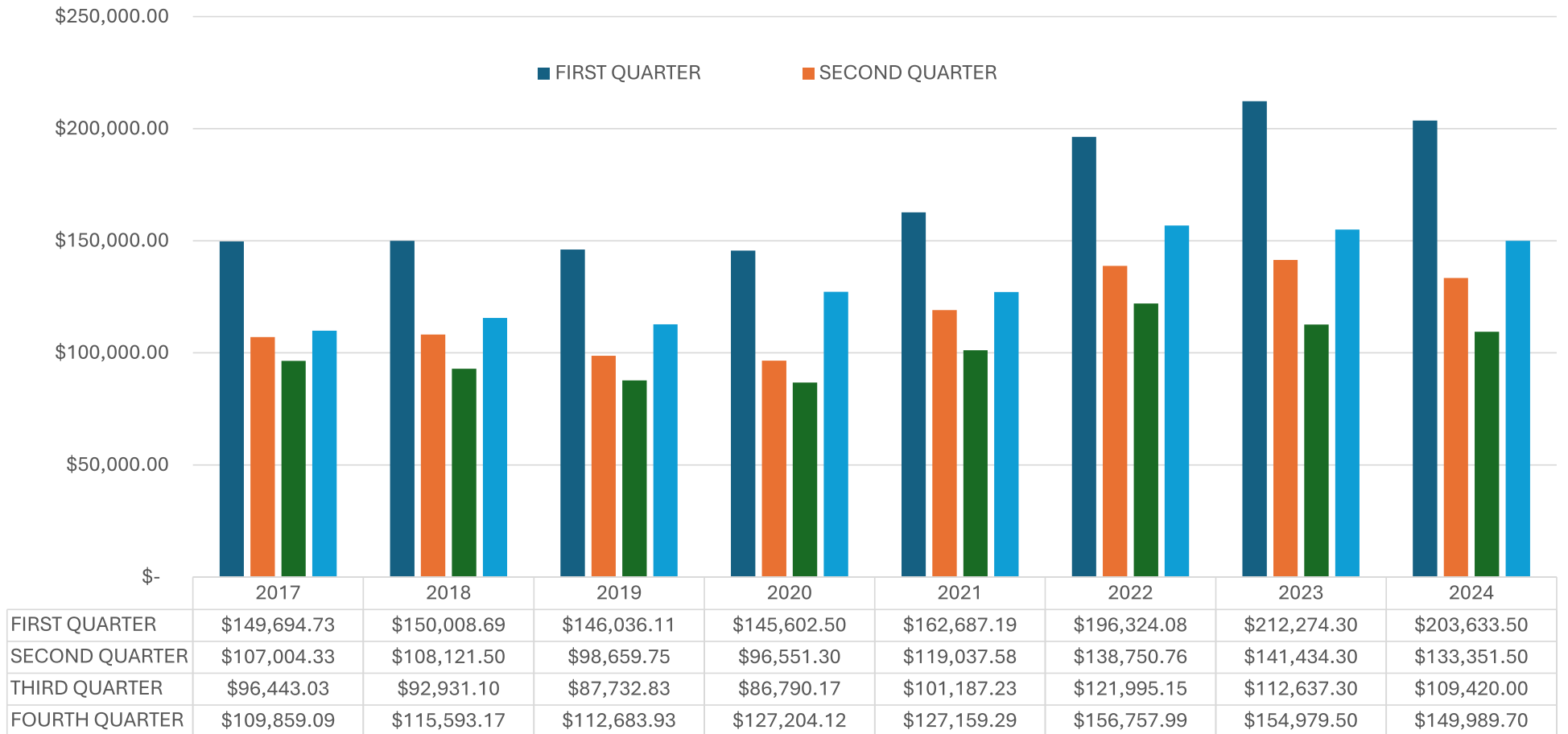


	2017	2018	2019	2020	2021	2022	2023	2024
FIRST QUARTER	\$52,326.39	\$58,597.16	\$58,490.79	\$63,888.87	\$68,771.66	\$69,083.80	\$64,022.58	\$63,116.92
SECOND QUARTER	\$55,143.00	\$69,704.46	\$63,122.55	\$69,205.68	\$73,536.01	\$71,421.09	\$64,986.73	\$61,247.59
THIRD QUARTER	\$63,749.00	\$73,287.39	\$71,922.36	\$79,623.67	\$78,390.43	\$84,296.53	\$77,867.44	\$61,449.27
FOURTH QUARTER	\$62,176.00	\$67,678.12	\$67,782.82	\$77,204.45	\$75,258.40	\$77,463.11	\$69,677.27	\$74,794.31

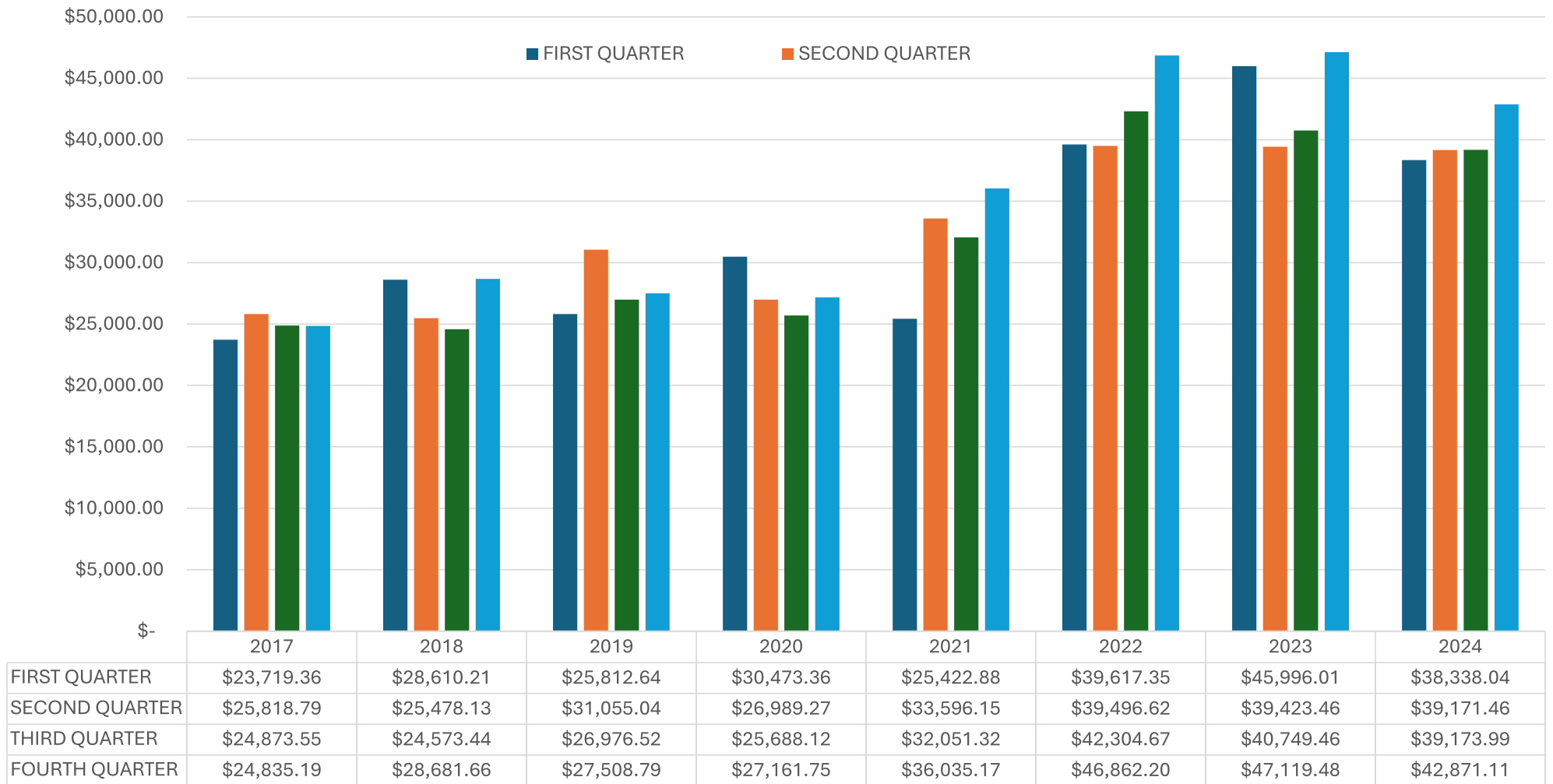
LODGING QUARTERLY COLLECTIONS **2017-2024**



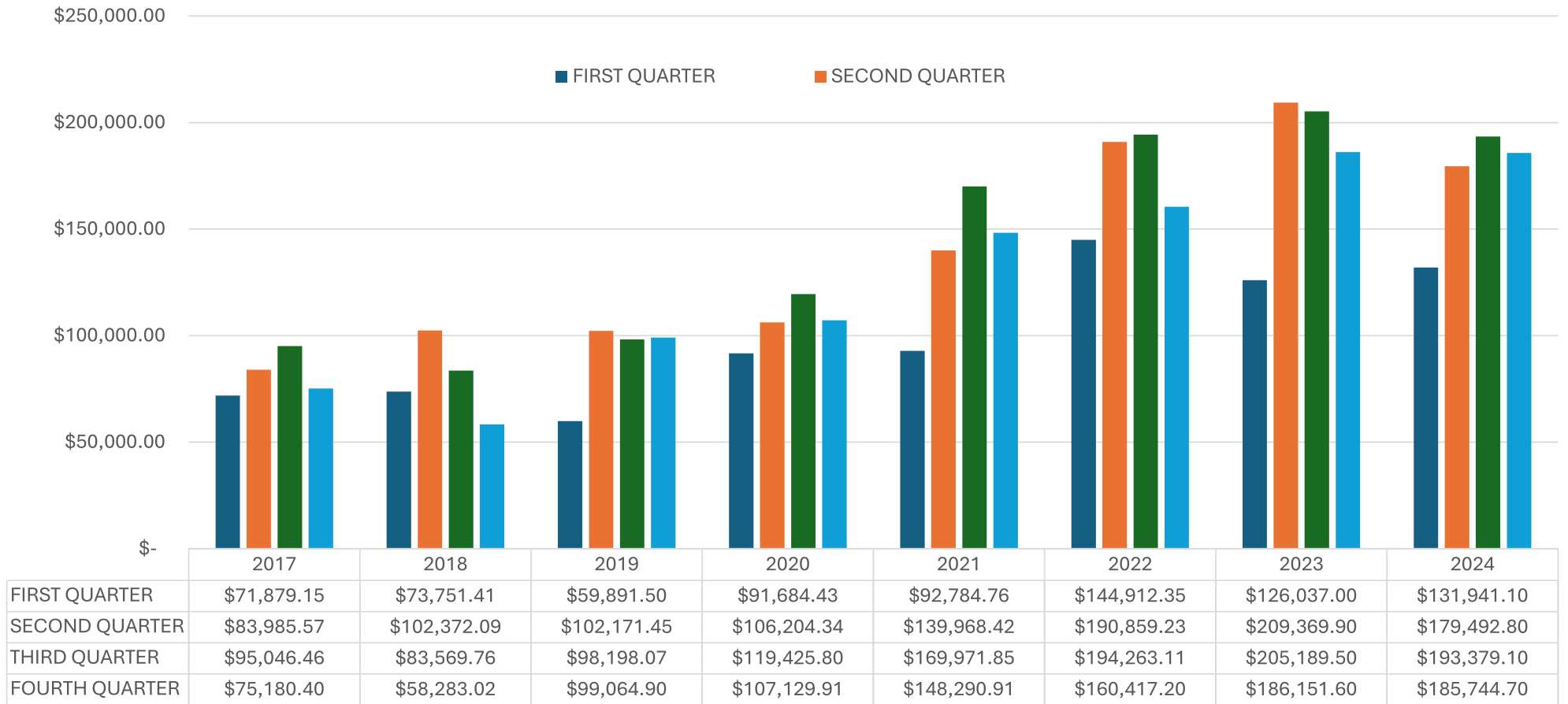
UTILITIES QUARTERLY COLLECTIONS 2017-2024



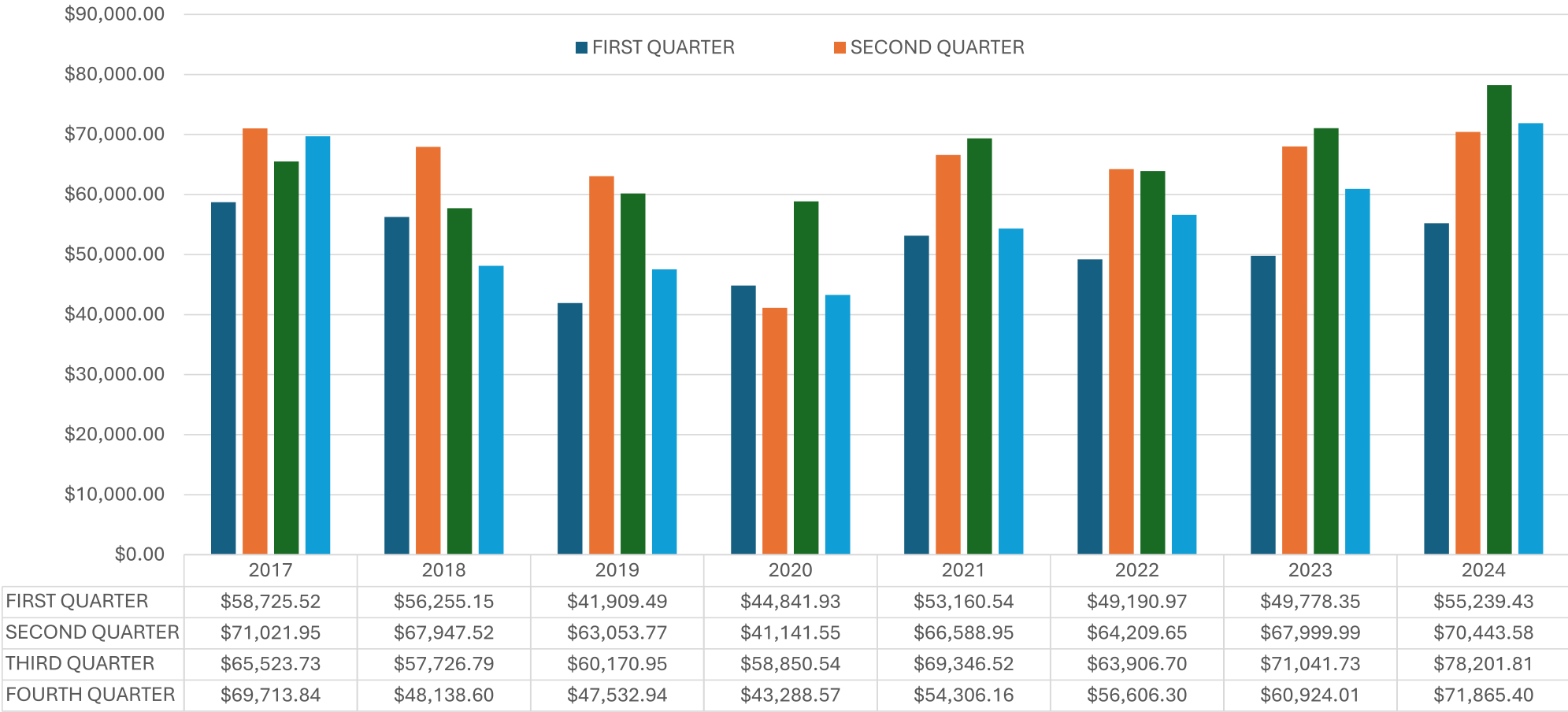
AUTOMOTIVE QUARTERLY COLLECTIONS 2017-2024



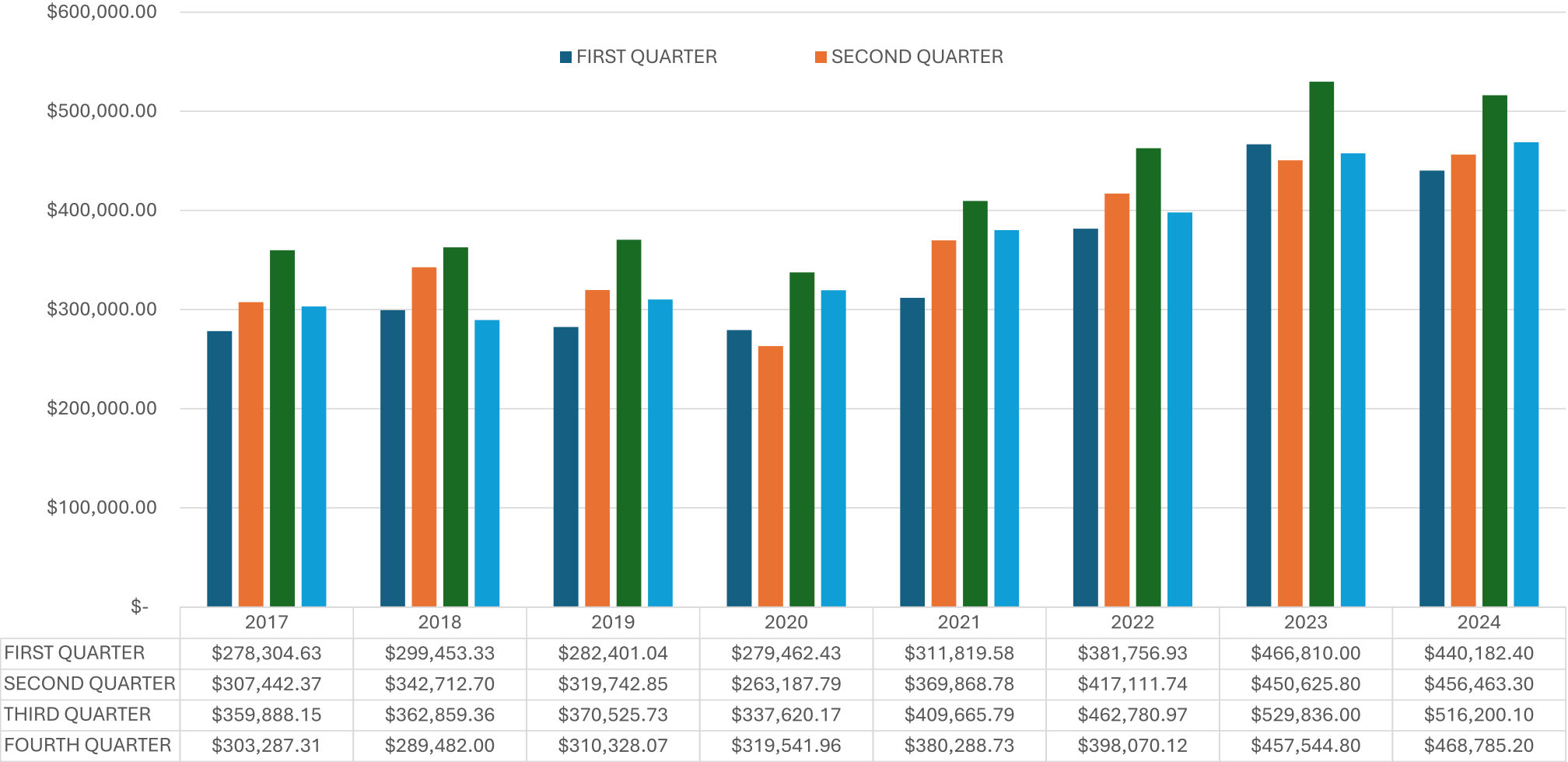
BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS 2017-2024



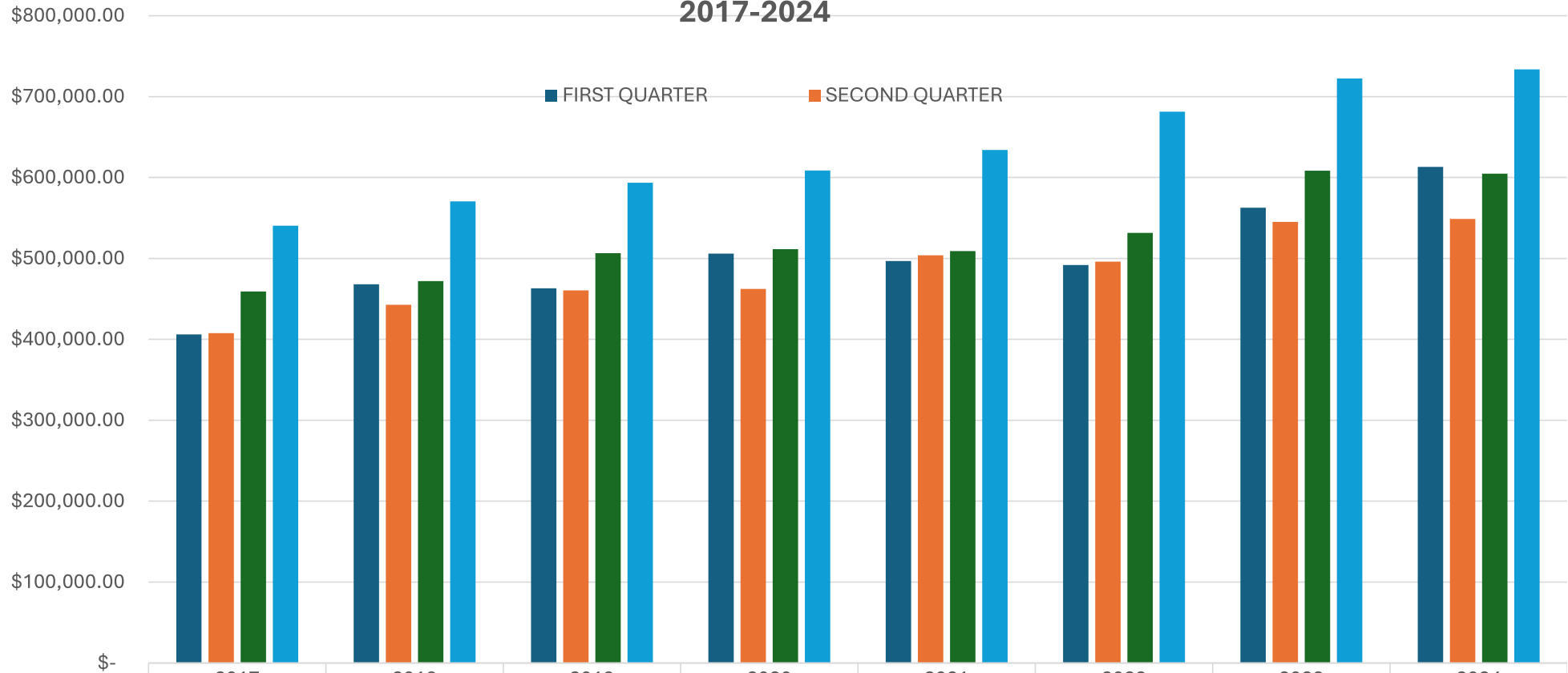
DOWNTOWN DISTRICT QUARTERLY
2017-2024



CHAMBERS AVENUE QUARTERLY 2017-2024

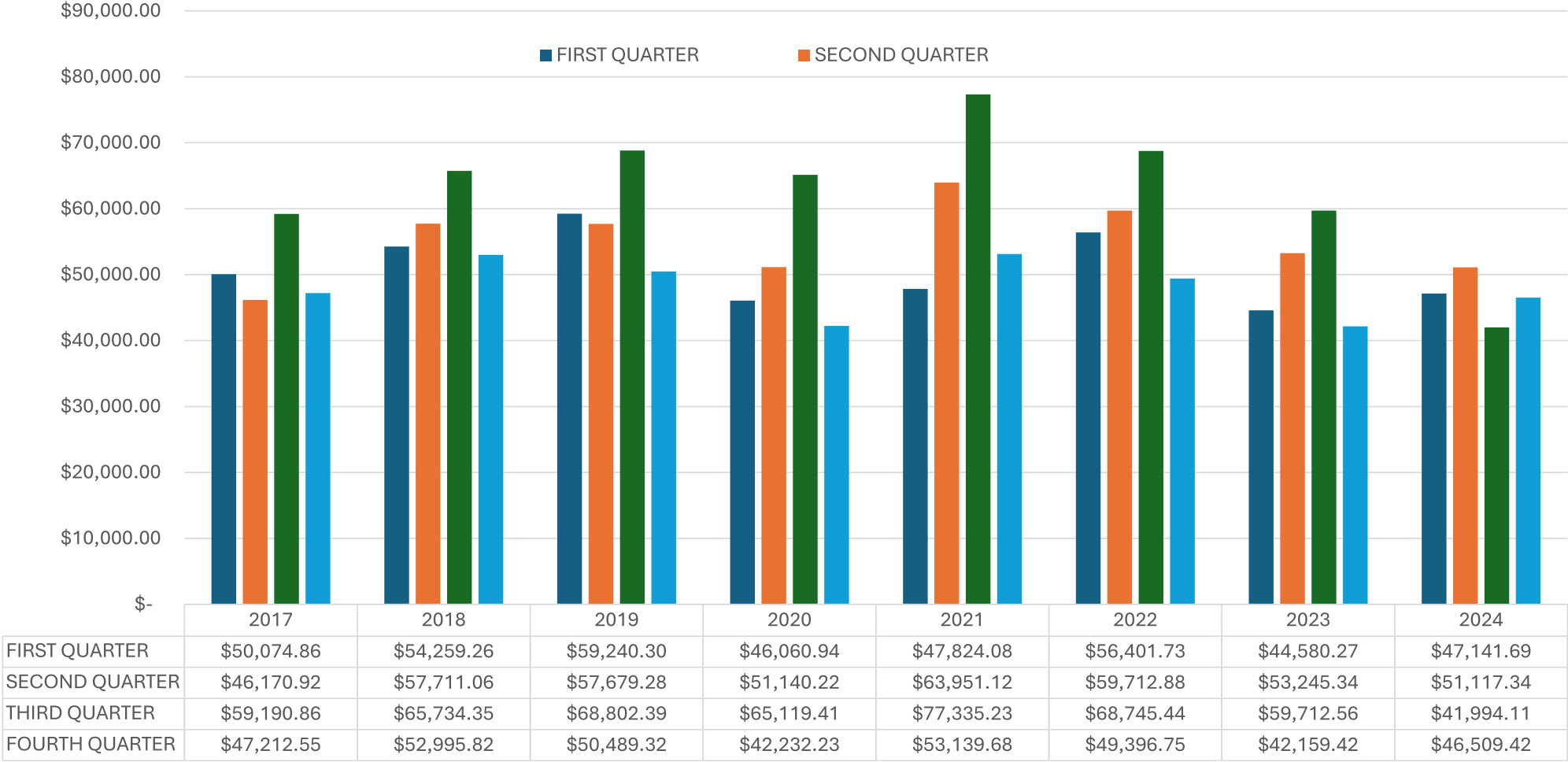


MARKET STREET QUARTERLY 2017-2024

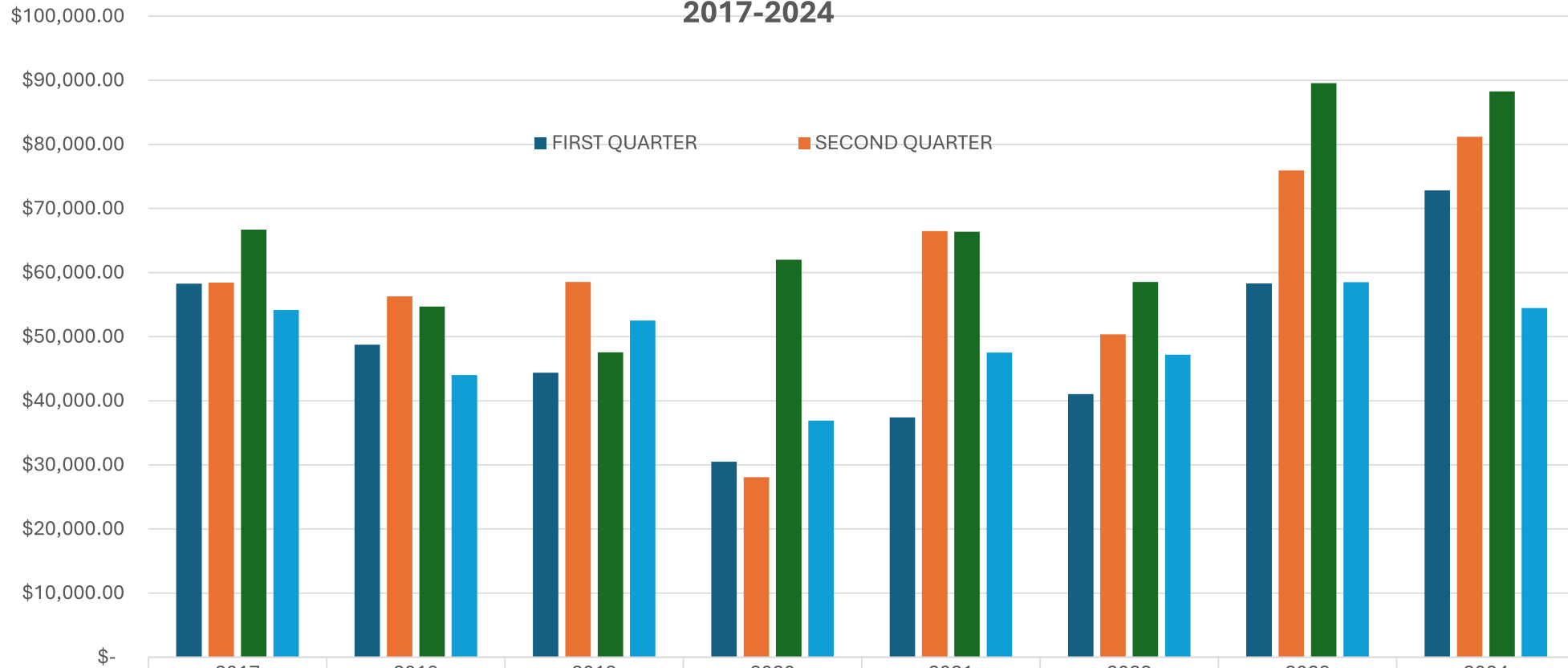


	2017	2018	2019	2020	2021	2022	2023	2024
FIRST QUARTER	\$406,079.19	\$468,081.49	\$463,201.73	\$506,045.51	\$496,752.97	\$491,811.13	\$562,713.30	\$613,017.60
SECOND QUARTER	\$407,657.37	\$442,608.71	\$460,439.00	\$462,266.07	\$503,914.79	\$495,917.72	\$545,072.40	\$548,854.50
THIRD QUARTER	\$459,153.09	\$472,037.14	\$506,567.88	\$511,421.69	\$509,101.52	\$531,569.44	\$608,460.20	\$604,857.70
FOURTH QUARTER	\$540,556.92	\$570,534.99	\$593,439.65	\$608,590.90	\$634,036.78	\$681,434.68	\$722,501.80	\$733,529.30

GRAND AVENUE QUARTERLY 2017-2024

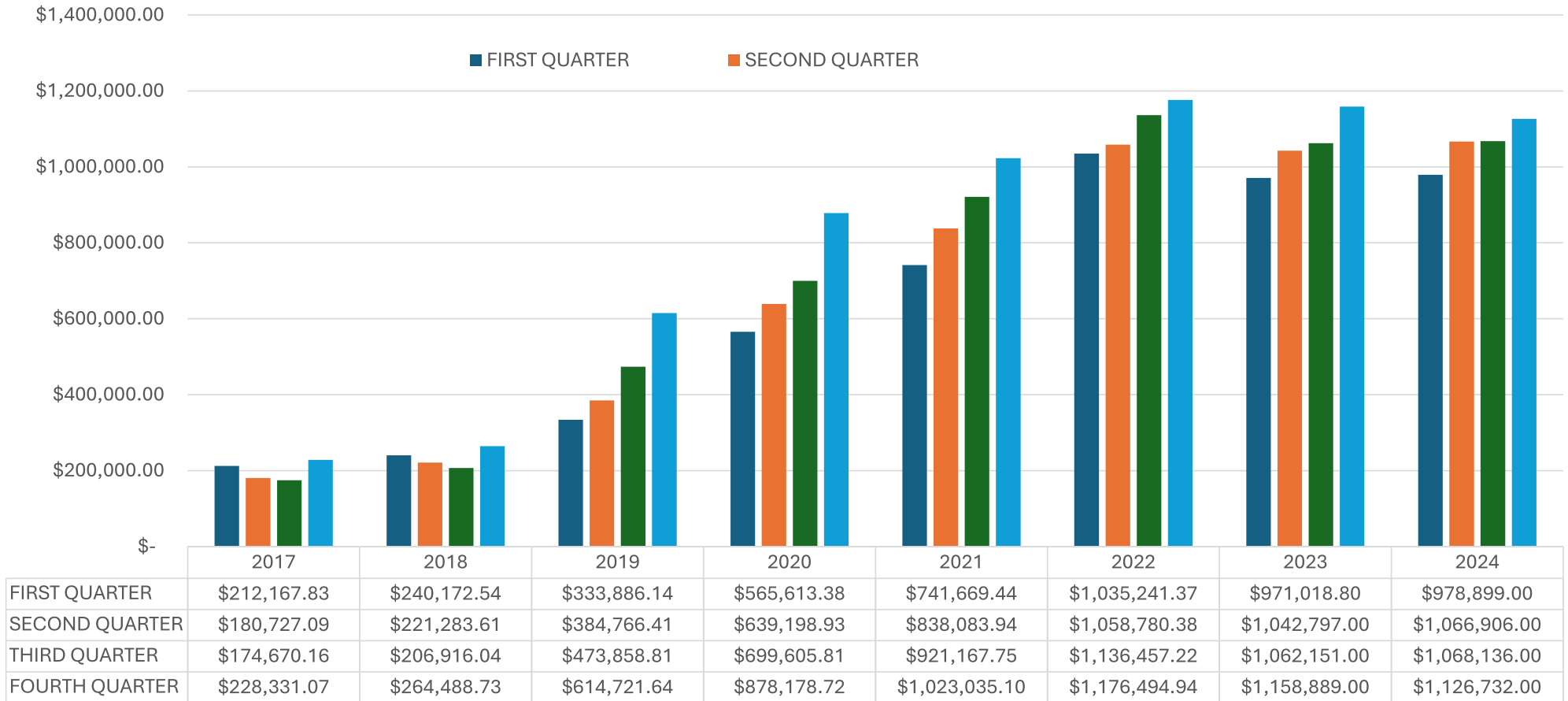


EAGLE RANCH QUARTERLY 2017-2024



	2017	2018	2019	2020	2021	2022	2023	2024
FIRST QUARTER	\$58,274.77	\$48,754.12	\$44,391.62	\$30,505.02	\$37,393.19	\$41,053.34	\$58,324.02	\$72,813.65
SECOND QUARTER	\$58,434.31	\$56,287.21	\$58,526.88	\$28,071.02	\$66,460.92	\$50,361.84	\$75,935.67	\$81,193.49
THIRD QUARTER	\$66,712.25	\$54,703.23	\$47,554.41	\$62,014.07	\$66,370.57	\$58,542.76	\$89,545.19	\$88,263.47
FOURTH QUARTER	\$54,180.21	\$44,015.33	\$52,532.08	\$36,903.32	\$47,514.10	\$47,197.70	\$58,506.15	\$54,472.45

OTHER AREAS QUARTERLY 2017-2024 *includes online sales





To: Mayor Turnipseed and Town Council

From: Melissa Daruna, Assistant Town Manager; Peyton Heitzman, Community Development Director; Richard Peterson-Cremer, Town Attorney

Date: March 25, 2025

Agenda Item: Update on Regulating Natural Medicine Facilities

REQUEST: Staff requests Council review the information contained in this memo in anticipation of future action. The memo provides background information on a recommendation for regulating natural medicine facilities via the Town's land use code.

BACKGROUND: In 2022, Colorado voters approved Proposition 122, which legalized the supervised use of natural psychedelic substances, such as psilocybin, at licensed facilities. This led to the enactment of the Colorado Natural Medicine Code (C.R.S. §§ 44-50-101 through 904), which establishes the regulatory framework for licensing and operations of natural medicine businesses. While local governments cannot ban these facilities, they may regulate their time, place, and manner of operation.

The state finalized its regulatory rules in August 2024 and began accepting applications for licensed natural medicine centers on December 31, 2024. Senate Bill 23-290 provided further clarity and structure to the Natural Medicine Health Act, ensuring that facilities operate under strict licensing and oversight. The law allows individuals over 21 to access supervised natural medicine services, aiming to support mental health treatments.

Other municipalities, such as Glenwood Springs, have adopted zoning and regulatory standards in response to the state law. Some municipalities categorized healing centers as office-type uses and cultivation, manufacturing, and testing facilities as industrial uses. Their approach emphasizes compliance with state regulations while allowing for local oversight on operations, zoning, and business licensing. Similarly, the Town of Eagle staff and attorney seeks to establish similar, clear guidelines to ensure compliance with state laws while addressing community concerns regarding location and operational standards.

The Town Attorney and Planning Department staff are finalizing a draft ordinance for the Planning and Zoning Commission to consider at their April 15 meeting. Pending the Commission's recommendation, the ordinance would then be scheduled for Town Council consideration at the April 22 meeting.

ANALYSIS: The draft ordinance introduces zoning regulations and operational standards for natural medicine businesses within the Town of Eagle. The ordinance:

- Defines various natural medicine business types, including cultivation facilities, healing centers, product manufacturers, and testing facilities.
- Establishes zoning districts where such businesses are permitted or restricted.
- Adds natural medicine uses to the Town's commercial use and parking standards.
- Aligns local regulations with the Colorado Natural Medicine Code while addressing community safety and zoning considerations.

COMMUNITY INPUT: Public hearings will be conducted as part of the ordinance process to gather resident feedback and address concerns regarding the implementation of natural medicine facilities in the Town.

BUDGET/STAFF IMPACT: The ordinance is expected to have minimal direct budgetary impact. However, staff resources will be required for enforcement and community engagement efforts related to the new regulations.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This ordinance aligns with the Town's Strategic Goal to "Improve Community Responsive Services." It ensures responsible implementation of state-mandated policies while maintaining local oversight.

RECOMMENDED ACTION OR PROPOSED MOTION: There is no action needed at this time.

ATTACHMENTS: None.



To: Mayor and Town Council

From: Molly Furtado, Special Events Manager

Date: March 25, 2025

Agenda Item: Resolution No. 23, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Town of Eagle Marketing and Events Committee"

REQUEST: Staff requests the Town Council to formally appoint new Marketing & Events Advisory Committee (MEAC) members via resolution.

BACKGROUND: There are four (4) two-year term members needed for the nine-member Marketing & Events Advisory Committee. MEAC received four applications from enthusiastic, well-qualified, and diverse community members.

ANALYSIS: MEAC to appoint Patrick Sherwood, Debbie Murphy, Elizabeth Latenser and Caitlin Pauls for two-year terms that expire in April 2027.

COMMUNITY INPUT: The community request for MEAC applications was posted on February 3, 2025. The letter of interest deadline was February 28. The selection meeting was March 5, 2025.

BUDGET / STAFF IMPACT:

Budget: None

Staff Impact: None

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The events department has a significant involvement in the Town's major objectives in the Strategic Plan, including focus on recreation, events, and open space.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve Resolution 23, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Town of Eagle Marketing and Events Committee".

ATTACHMENTS:

1. Resolution 23 - 2025 MEAC APPOINTMENTS

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 23
(SERIES 2025)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING MEMBERS TO THE TOWN OF EAGLE MARKETING AND EVENTS COMMITTEE

WHEREAS, pursuant to Article IV Section 2. of the Bylaws, which provides for the membership terms and appointment process by the Town Council; and

WHEREAS, there are four (4) two-year term members needed for the nine-member Marketing & Events Advisory Committee;

WHEREAS, Patrick Sherwood, Debbie Murphy, Elizabeth Latenser, and Caitlin Pauls have applied and expressed interest to be appointed for the terms available.

WHEREAS, MEAC members met to review and recommend four members to the Town Council for appointment on March 25, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO:

Section 1. That Patrick Sherwood, Debbie Murphy, Elizabeth Latenser and Caitlin Pauls are hereby appointed to MEAC for two-year terms that expire in April 2027.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on March 25, 2025.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: March 25, 2025

Agenda Item: PUBLIC HEARING: Ordinance 01, Series 2025, "An Emergency Ordinance Amending Ordinance No. 09, Series 2024, Adopted and Approved on October 8, 2024, Relating To The Leasing of Certain Town Property And The Execution And Delivery By The Town of A Site Lease, A Lease Purchase Agreement And Other Financing Documents In Connection Therewith; And Declaring An Emergency".

REQUEST: Attached for Council's consideration is an emergency ordinance amending Ordinance No. 09, Series 2024, authorizing the issuance and sale of Certificates of Participation (COPs) for the financing of the public swimming pool rebuild project.

INTRODUCTION: The Council approved the original Ordinance No 09, Series 2024 last October, which established the parameters for the COPs issuance, including the amount, interest rate, and term. This amended Ordinance modifies specific financial parameters to account for market volatility, ensuring the Town has sufficient flexibility for a successful issuance.

ANALYSIS: There have been no changes to the total project cost of the pool rebuild in the amount of \$14 million, with the Town contributing \$2.25 million, Mountain Recreation contributing \$2.25 million, \$500,000 in grant funds from GOCO, and COPs proceeds in an amount of \$9 million. The original ordinance approves the execution and delivery by the Town of a Site Lease Agreement, a Lease Purchase Agreement, and related documents necessary to complete the project. The attached ordinance amends the following key parameters of the original ordinance:

Changes to Terms of the Lease: The Ordinance specifies the following terms for the Site Lease and the Lease:

- (a) the Site Lease Termination Date shall be no later than December 31, ~~2054~~ **2055**;
- (b) the Lease Term shall end no later than December 31, ~~2044~~ **2045**;
- (c) the aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed \$9,000,000;
- (d) the maximum annual repayment amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed ~~\$730,000~~ **\$770,000**;
- (e) the maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed ~~\$14,500,000~~ **\$15,000,000**;
- (f) the purchase price of the Certificates shall not be less than ~~98%~~ 97% of the aggregate principal amount of the Certificates; and
- (g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed ~~5.00%~~ **5.50%**.

These changes are being made due to ongoing market volatility. While the Town may still be able to issue within the original parameters, these adjustments provide necessary flexibility to secure financing.

Next Steps:

- **Referendum Period:** The original authorizing ordinance had a 45-day referendum period which ended on November 22nd, 2024. As this is an emergency ordinance, it takes effect immediately upon adoption, and there will be no additional referendum period.
- **Moody's COP Rating:** With the assistance of our underwriter, RBC Capital Markets, staff made a presentation to Moody's to obtain a re-rating of the Sales Tax Capital Improvement Fund and the Town as a whole on Thursday, March 13th. This rating is essential for determining the marketability of the COPs and ensuring favorable terms upon issuance. We should receive our re-rating on March 24th.
- **Finalizing Financing Documents, Pricing COPs, and Closing:** The financing team will ensure all necessary documents are finalized for a smooth issuance. We will be pricing our COPs on March 27th, and closing is expected on April 10th.

COMMUNITY INPUT: There has been no public input on this matter.

BUDGET / STAFF IMPACT: Although rates have been very volatile in the last few weeks, based on current market conditions, the all-in interest rate is still expected to be below 5%. The parameter change primarily allows for different coupon structures (e.g., 5.25% or 5.50%) to accommodate market preferences, rather than indicating a higher anticipated borrowing cost.

There is a budgetary impact associated with the pool rebuild project and the issuance of the COPs and the potential change in the parameters. The project requires financing in the amount of **\$9 million**, amortized over 20 years, with the total repayment not to exceed **\$15 million**. This cost will be split equally between the Town and Mountain Recreation. The Sales Tax Capital Improvement Fund (STCIF) is impacted by the initial use of **\$2.25 million**, which will be funded by:

- **ARPA funds and interest earned**, totaling **\$1,968,035**
- **\$103,000** from the Eagle County School District settlement (assigned to the Mountain Rec project and transferred to STCIF in 2023)

As a result, only an additional **\$181,965**, will be funded from the STCIF fund balance. In the long term, the STCIF will contribute a maximum of **\$385,000 annually** for the next 20 years to cover the debt service on the COPs. Council will be updated on the debt service schedule once the COPs are issued. Additionally, staff will coordinate annually with **Mountain Rec** to ensure they contribute their portion of the debt service, paid **biannually**.

STRATEGIC PLAN ALIGNMENT: While funding a pool rebuild project is not a specific objective in the Town's strategic plan, it aligns with the Town's mission to maintain and enhance the quality of life for everyone in our community. In response to the challenges that arose, we are adhering to the Town's values and guiding principles in the issuance of the COPs, ensuring responsible planning and sustainable finances within the STCIF.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Ordinance 01, Series 2025, "An Emergency Ordinance Amending Ordinance No. 09, Series 2024, Adopted and Approved on October 8, 2024, Relating To The Leasing of Certain Town Property And The Execution And Delivery By The Town of A Site Lease, A Lease Purchase Agreement And Other Financing Documents In Connection Therewith; And Declaring An Emergency."

ATTACHMENTS:

- Ordinance No. 01-2025
- Ordinance No. 09-2024

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 01
(Series of 2025)

AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 09, SERIES 2024, ADOPTED AND APPROVED ON OCTOBER 8, 2024, RELATING TO THE LEASING OF CERTAIN TOWN PROPERTY AND THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER FINANCING DOCUMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, The Town of Eagle, Colorado (the “Town”) is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the Town (the “Charter”);

WHEREAS, the members of the Town Council of the Town (the “Council”) have been duly elected, chosen and qualified;

WHEREAS, on October 8, 2024, the Council adopted Ordinance No. 09, Series of 2024 (the “Original Ordinance”) approving the execution and delivery of a Site Lease (the “Site Lease”), a Lease Purchase Agreement (the “Lease”), and other documents relating thereto in order to finance the cost of the Project (as defined in the Original Ordinance);

WHEREAS, in order to finance the Project, a Trustee, as defined in the Original Ordinance, would execute and deliver certain Certificates of Participation (the “Certificates”), the proceeds of which would be utilized by the Trustee to prepay its obligation to lease certain leased property of the Town under the Site Lease;

WHEREAS, the Original Ordinance provided for certain parameters pursuant to which the Certificated could be sold; and

WHEREAS, due to the passage of time and changed circumstances, the Town has determined and hereby determines that parameters set forth in the Original Ordinance be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO:

Section 1. Definitions. Unless otherwise defined herein, all terms used herein shall have the same meaning as in the Original Ordinance.

Section 2. Amendments. Subsections (a) to (g) to Section 4, Supplemental Act; Parameters - is hereby amended as follows:

Section 4. Supplemental Act Election; Parameters. The Town Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to each of the Mayor of the Town (the “Mayor”), the Town

Manager of the Town (the “Town Manager”) and the Finance Director of the Town (the “Finance Director”) the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act, in relation to the Site Lease and the Lease, and to execute a sale certificate (the “Sale Certificate”) setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease, and the rental amount to be payable by the Town pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the Site Lease Term shall end no later than December 31, 2055;
- (b) the Lease Term shall end no later than December 31, 2045;
- (c) the aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed \$9,000,000;
- (d) the maximum annual repayment amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed \$770,000;
- (e) the maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed \$15,000,000;
- (f) the purchase price of the Certificates shall not be less than 97% of the aggregate principal amount of the Certificates; and
- (g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 5.50%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Town Council hereby delegates to each of the Mayor, the Town Manager and the Finance Director the independent authority to acknowledge the Certificate Purchase Agreement for the purchase of the Certificates, in substantially the form presented to the Town Council and on file with the Town, and to execute any agreement or agreements in connection therewith; provided that the Certificate Purchase Agreement may be completed, corrected, or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance. In addition, the Mayor, the Town Manager and the Finance Director are hereby each independently authorized to determine if obtaining an insurance policy for all or a portion of the Certificates is in the best interests of the Town, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the Mayor, the Town Manager, and the Finance Director are also hereby independently authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the Town, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

The delegation set forth in this Section 4 shall be effective for one year following the date hereof.

Section 3. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers of the Town and otherwise taken by the Town directed toward the Bonds or the amendment of the Original Ordinance, is hereby ratified, approved and confirmed. Except as amended hereby, the provisions of the Original Ordinance are hereby ratified, approved and confirmed.

Section 4. Repealer. All bylaws, orders, resolutions and ordinances of the Town, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any other such bylaw, order, resolution or ordinance of the Town, or part thereof, heretofore repealed.

Section 5. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. Declaration of Emergency. In order to effect the Project in a timely manner, including the ability to fix interest rates and allow flexibility to enter the bond market at the most beneficial opportunity for the Town, it is hereby declared that an emergency exists and that this Ordinance is immediately necessary for the preservation of the public peace, health, safety, and financial well-being of the Town. This Ordinance is hereby declared, pursuant to the Charter, exempt from referendum.

Section 7. Effective Date, Recording and Authentication. In accordance with the Charter, this ordinance shall be in full force and effect immediately upon enactment following final passage. A true copy of this Ordinance shall be numbered and recorded in the official records of the Town, authenticated by the signatures of the Mayor and the Town Clerk, and published in accordance with the Charter and the Town's municipal code.

INTRODUCED, READ, PASSED, ADOPTED AS AN EMERGENCY ORDINANCE AND ORDERED
PUBLISHED ON THIS 25TH DAY OF MARCH 2025.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

(SEAL)

ATTEST:

Camille Deering, Town Clerk

STATE OF COLORADO)
)
COUNTY OF EAGLE) SS.
)
TOWN OF EAGLE)

I, Camille Deering, the duly appointed, qualified and acting Town Clerk of the Town of Eagle, Colorado (the “Town”) do hereby certify that:

1. At a regular meeting of the Town Council of the Town (the “Town Council”) held on March 25, 2025, the Ordinance was introduced in writing by a member of the Town Council and read in full, or, if copies were made available to the Town Council and the public, was read by title only.

2. The notice of the Public Hearing, in the form attached hereto as **Exhibit A**, was published at least twenty-four hours prior to the Public Hearing.

3. At the Public Hearing, the Ordinance was read in full, or, if copies of the Ordinance were made available to the Council and the public, the Ordinance was read by title only.

4. Following the Public Hearing and reading of the Ordinance, at least five (5) affirmative votes of the present members of the Town Council voted to approve and adopt the Ordinance as an emergency, as follows:

Name	“Yes”	“No”	Absent	Abstain
Scott Turnipseed, Mayor				
Mikel Kerst, Mayor Pro-Tem				
Ellen Bodenhemier				
Geoffrey Grimmer				
Nick Sunday				
Bryan K. Woods				
Jamie Woodworth Foral				

5. Following the approval and adoption of the Ordinance and in accordance with Section 6.03 of the Town Charter, the Ordinance was published on the Town's website. The affidavit of publication is attached hereto as **Exhibit B**.

6. The foregoing pages are a true, correct, and complete copy of the Ordinance approved and adopted by the Town Council at a regular meeting of the Town Council held on March 25, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Town this 25th day of March, 2025.

(SEAL)

Town Clerk

EXHIBIT A

(Notice of Public Hearing)

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on March 25, 2025, at 6:00 p.m., the Eagle Town Council will consider the adoption of Ordinance 01, Series 2025, An Emergency Ordinance Amending Ordinance No. 09, Series 2024, Finally Adopted and Approved on October 8, 2024, Relating To The Leasing of Certain Town Property And The Execution And Delivery By The Town of A Site Lease, A Lease Purchase Agreement And Other Financing Documents In Connection Therewith; And Declaring An Emergency.

A copy of the proposed ordinance is on file in the office of the Town Clerk and open for public inspection.

Written comments may be submitted to the Town Clerk before the Public Hearings at clerk@townofeagle.org or testimony may be given at the Public Hearing.

By Camille Deering

Town Clerk

**PUBLISHED IN THE VAIL DAILY ON THURSDAY,
MARCH 20, 2025.**

Affidavit of Publication

I, Camille Deering, Town Clerk for the Town of Eagle, Colorado, do solemnly swear and affirm that I published in full a true and correct copy of ORDINANCE 01, SERIES 2025 "AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 09, SERIES 2024, ADOPTED AND APPROVED ON OCTOBER 8, 2024, RELATING TO THE LEASING OF CERTAIN TOWN PROPERTY AND THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER FINANCING DOCUMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY." on the Town of Eagle, Colorado's website, www.townofeagle.org, on the ____ day of March, 2025.

(SEAL)

1

PROOF OF PUBLICATION

STATE OF COLORADO)
)
COUNTY OF EAGLE)

I, Jenny Rakow, Town Clerk for the Town of Eagle, do solemnly swear and affirm that I published in full a true and correct copy of **Ordinance 09, 2024 AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO CONCERNING THE FINANCING OF A PUBLIC SWIMMING POOL IN THE TOWN AND APPROVING THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE AGREEMENT AND A LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS.** on the Town of Eagle's web site, www.townofeagle.org, on the 9th day of October 2024.

Witness my hand and seal this 9th day of October 2024.



Jenny Rakow Town
Clerk



Ordinance Effective Date:

October 19, 2024

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 09
(Series of 2024)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
CONCERNING THE FINANCING OF A PUBLIC SWIMMING POOL IN THE TOWN AND
APPROVING THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE
AGREEMENT AND A LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the Town of Eagle, Colorado (the "Town") is a duly organized and existing home rule municipality of the State of Colorado (the "State"), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the Town (the "Charter");

WHEREAS, the Town is authorized pursuant to Article XX, Section 6 of the Colorado Constitution and Section 1.04(7) of the Charter to purchase, lease, receive, hold and enjoy, or sell and dispose of real and personal property;

WHEREAS, pursuant to Section 8.14(1) of the Charter, in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes, the Town may enter into rental or leasehold agreements;

WHEREAS, pursuant to Section 8.14(2) of the Charter, the Town Council of the Town (the "Town Council") may provide for payment of installments thereof out of the general ad valorem tax levy, by the imposition of rates, tolls or service charges for the use of such property or any part thereof, out of any other available municipal revenues or by any combination of the foregoing methods;

WHEREAS, because there is a need for a public swimming pool in the Town, the Town Council has determined and hereby determines that it is in the best interest of the Town and its inhabitants and is a public purpose for the Town to finance the acquisition, construction, installation and equipping of a public swimming pool, including any legally permitted costs and expenditure in connection therewith (the "Project");

WHEREAS, the Town Council has determined and hereby determines that it is in the best interest of the Town and its inhabitants for the Town to finance a portion of the Project by entering into a lease financing as hereinafter provided;

WHEREAS, the Town Council hereby determines that the leased property under the Site Lease and the Lease (hereinafter defined) will consist of one or more of the following: (i) Town Hall located at 200 Broadway Street and (ii) the Public Works Building located at 1050 Chambers Avenue (as more particularly described in Exhibit A to the Site Lease and the Lease, collectively, the "Leased Property");

WHEREAS, the Town Council has determined and hereby determines that it is in the best interests of the Town and its inhabitants to provide for the financing of the Project by entering

into a Site Lease Agreement between the Town, as lessor, and UMB Bank, n.a. (the "Trustee"), acting solely in its capacity of trustee, as lessee (the "Site Lease"), pursuant to which the Town will lease the Leased Property to the Trustee, and a Lease Purchase Agreement between the Trustee, as lessor, and the Town, as lessee (the "Lease"), pursuant to which the Trustee will lease the Leased Property back to the Town;

WHEREAS, pursuant to the Lease, and subject to the right of the Town to terminate the Lease and other limitations as therein provided, the Town will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the Town to use the Leased Property;

WHEREAS, the Town's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the Town; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory, or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the Town in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect;

WHEREAS, contemporaneously with the execution and delivery of the Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there will be executed and delivered certain certificates of participation (the "Certificates") dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) under the Lease, shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect;

WHEREAS, the net proceeds of the Certificates will be used to finance the Project;

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S., as amended (the "Supplemental Act"), provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act;

WHEREAS, there has been presented to the Town Council and are on file with the Town Clerk of the Town (the "Town Clerk") the following: (i) the proposed form of the Site Lease; (ii) the proposed form of the Lease; (iii) the proposed form of the Continuing Disclosure Certificate to be provided by the Town in connection with the execution and delivery of the Certificates (the "Disclosure Certificate"); (iv) the proposed form of the Certificate Purchase Agreement (the "Certificate Purchase Agreement") between the Trustee and the initial purchaser of the Certificates and acknowledged by the Town; and (v) the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Certificates;

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Town Council or the officers, agents or employees of the Town relating to the Site Lease, the Lease, the Project, and the sale, execution and delivery of the Certificates is hereby ratified, approved and confirmed.

Section 3. Finding of Best Interests. The Town Council hereby finds and determines, pursuant to the Constitution, the laws of the State, and the Charter, that undertaking the Project and financing the costs thereof pursuant to the terms set forth in the Site Lease, the Lease, and the Indenture are necessary, convenient, and in furtherance of the Town's purposes and are in the best interests of the inhabitants of the Town, and the Town Council hereby authorizes and approves the same.

Section 4. Supplemental Act; Parameters. The Town Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to each of the Mayor of the Town (the "Mayor"), the Town Manager of the Town (the "Town Manager") and the Finance Director of the Town (the "Finance Director") the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act, in relation to the Site Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease, and the rental amount to be payable by the Town pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the Site Lease Termination Date shall be no later than December 31, 2054;
- (b) the Lease Term shall end no later than December 31, 2044;
- (c) the aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed \$9,000,000;
- (d) the maximum annual repayment amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed \$730,000;
- (e) the maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed \$14,500,000;
- (f) the purchase price of the Certificates shall not be less than 98% of the aggregate principal amount of the Certificates; and

- (g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 5.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Town Council hereby delegates to each of the Mayor, the Town Manager and the Finance Director the independent authority to acknowledge the Certificate Purchase Agreement for the purchase of the Certificates, in substantially the form presented to the Town Council and on file with the Town, and to execute any agreement or agreements in connection therewith; provided that the Certificate Purchase Agreement may be completed, corrected, or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance. In addition, the Mayor, the Town Manager and the Finance Director are hereby each independently authorized to determine if obtaining an insurance policy for all or a portion of the Certificates is in the best interests of the Town, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the Mayor, the Town Manager, and the Finance Director are also hereby independently authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the Town, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

The delegation set forth in this Section 4 shall be effective for one year following the date hereof.

Section 5. Determination of Leased Property. The Town Council hereby determines that the real property that will serve as the Leased Property under the Site Lease and the Lease shall consist of one or more of the following: (i) Town Hall located at 200 Broadway Street (the "Town Hall") and (ii) the Public Works Building located at 1050 Chambers Avenue (the "Public Works Building"). The Town Council hereby delegates to the Town Manager the authority to determine whether any or all of the Town Hall and the Public Works Building will be included as the Leased Property under the Site Lease and the Lease in order to finance the Project. Such determination shall be set forth in a certificate signed by the Town Manager.

Section 6. Approval of Documents. The Site Lease, the Lease and the Disclosure Certificate, in substantially the forms on file with the Town Clerk, are in all respects approved, authorized and confirmed, and the Mayor is hereby authorized and directed for and on behalf of the Town to execute and deliver the Site Lease, the Lease and the Disclosure Certificate, in substantially the forms and with substantially the same contents as are on file with the Town Clerk, provided that such documents may be completed, corrected or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance and to comply with the terms of the Sale Certificate. The execution of the Site Lease, the Lease, and the Disclosure Certificate by the Mayor shall be conclusive evidence of the approval by the Town Council of such documents in accordance with the terms hereof and thereof.

Section 7. Official Statement. The Mayor, the Town Manager and the Finance Director are hereby independently authorized to prepare or cause to be prepared the Preliminary Official Statement in connection with the offering and sale of the Certificates, and to deem the Preliminary Official Statement (in substantially the form of the Preliminary Official Statement on file with the Town Clerk) as final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Mayor, the Town Manager and the Finance Director are hereby independently authorized to prepare or to cause to be prepared, and to approve a final Official Statement, in substantially the form of the Preliminary Official Statement on file with the Town Clerk, and such preparation and approval is in all respects approved and authorized. The Mayor, the Town Manager and the Finance Director are hereby independently authorized and directed to execute and deliver the final Official Statement, for and on behalf of the Town, in substantially the form and with substantially the same content as the Preliminary Official Statement, provided that such document may be completed, corrected, or revised as deemed necessary or appropriate by the Town Manager, the Finance Director, or the Town Attorney of the Town. The distribution of the Preliminary Official Statement and the final Official Statement (in substantially the form of the Preliminary Official Statement) to prospective purchasers of the Certificates is hereby ratified, approved, and authorized.

Section 8. Authorization to Execute Collateral Documents. The Town Clerk is hereby authorized and directed to attest all signatures and acts of any official of the Town in connection with the matters authorized by this Ordinance and to place the seal of the Town on any document authorized and approved by this Ordinance. The Mayor, the Town Clerk, the Town Manager, the Finance Director and other appropriate employees and officials of the Town are hereby authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any document or instrument by the aforementioned officials or employees of the Town or members of the Town Council shall be conclusive evidence of the approval by the Town Council of such document or instrument in accordance with the terms hereof and thereof.

The Mayor, the Town Clerk, the Town Manager, the Finance Director and all other employees and officials of the Town that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents

shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9. No General Obligation Debt. No provision of this Ordinance, the Site Lease, the Lease, the Indenture, the Disclosure Certificate, the Certificate Purchase Agreement, the Certificates, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory, or Charter provision, nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the then current fiscal year. The Town shall have no obligation to make any payment with respect to the Certificates except in connection with the payment of the Base Rentals and certain other payments under the Lease, which payments may be terminated by the Town in accordance with the provisions of the Lease. Neither the Lease nor the Certificates shall constitute a mandatory charge or requirement of the Town in any ensuing fiscal year beyond the then current fiscal year, and shall not constitute or give rise to a general obligation or other indebtedness of the Town within the meaning of any constitutional, statutory, or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Site Lease, the Lease nor the Certificates shall directly or indirectly obligate the Town to make any payments beyond those budgeted and appropriated for the Town's then current fiscal year.

Section 10. Reasonableness of Rentals. The Town Council hereby determines and declares that the Base Rentals payable by the Town under the Lease, in the maximum amount authorized pursuant to Section 4 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Town Council hereby determines and declares that the period during which the Town has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property.

Section 11. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Town Council, or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the Town Council or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the Certificates specifically waives any such recourse.

Section 12. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 14. Charter Controls. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies between the provisions of this Ordinance and such statutes. Any such inconsistency is intended by the Town Council and shall be deemed made pursuant to the Charter.

Section 15. Ordinance Irrepealable. After the Certificates are executed and delivered, this Ordinance shall be and remain irrepealable until the Certificates have been fully paid, satisfied and discharged, as provided in the Indenture.

Section 16. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

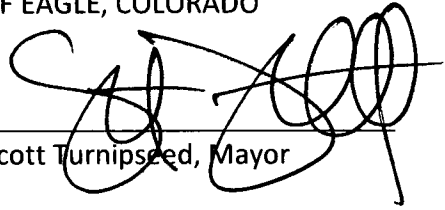
Section 17. Effective Date. This Ordinance shall take effect ten days after passage and publication pursuant to Section 6.03 of the Charter.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON THIS 8TH DAY OF OCTOBER 2024.

(SEAL)
ATTEST: 

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO

By: 
Scott Turnipsseed, Mayor

STATE OF COLORADO)
)
COUNTY OF EAGLE) SS.
)
TOWN OF EAGLE)

I, Jenny Rakow, the duly appointed, qualified and acting Town Clerk of the Town of Eagle, Colorado (the “Town”) do hereby certify that:

1. At a regular meeting of the Town Council of the Town (the “Town Council”) held on October 08, 2024, the Ordinance was introduced in writing by a member of the Town Council and read in full, or, if copies were made available to the Town Council and the public, was read by title only.

2. The notice of the Public Hearing, in the form attached hereto as **Exhibit A**, was published at least twenty-four hours prior to the Public Hearing.

3. At the Public Hearing, the Ordinance was read in full, or, if copies of the Ordinance were made available to the Council and the public, the Ordinance was read by title only.

4. Following the Public Hearing and reading of the Ordinance, a majority of the present members of the Town Council voted to approve and adopt the Ordinance, as follows:

Name	“Yes”	“No”	Absent	Abstain
Scott Turnipseed, Mayor	X			
Mikel Kerst, Mayor Pro-Tem	X			
Ellen Bodenhemier	X			
Geoffrey Grimmer	X			
Nick Sunday	X			
Bryan K. Woods	X			
Jamie Woodworth Foral	X			

5. Following the approval and adoption of the Ordinance and in accordance with Section 6.03 of the Town Charter, the Ordinance was published on the Town's website. The affidavit of publication is attached hereto as **Exhibit B**.

6. The foregoing pages are a true, correct, and complete copy of the Ordinance approved and adopted by the Town Council at a regular meeting of the Town Council held on October 08, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Town this 8th day of October, 2024.





Town Clerk

EXHIBIT A

Notice of Public Hearing

A-1



NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on October 8, 2024, at 6:00 p.m., the Eagle Town Council will consider the adoption of **Ordinance 09, 2024 AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO CONCERNING THE FINANCING OF A PUBLIC SWIMMING POOL IN THE TOWN AND APPROVING THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE AGREEMENT AND A LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS.**

A copy of the proposed ordinance is on file in the office of the Town Clerk and open for public inspection.

Written comments may be submitted to the Town Clerk before the Public Hearings at clerk@townofeagle.org or testimony may be given at the Public Hearing.

By Jenny Rakow, CMC
Town Clerk

Published September 26, 2024



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: March 25, 2025

Agenda Item: Resolution 25, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Adopting a Fund Balance and Reserve Policy for All Town Funds."

REQUEST: Attached for Council's consideration is a resolution to adopt a Fund Balance and Reserve Policy for all Town funds.

INTRODUCTION: A reserves policy ensures that an organization makes strategic financial decisions before pressures arise, promoting sound fiscal management. It establishes guidelines on the purpose of reserves, target funding levels, conditions for use, and the process for replenishment. By proactively adopting this policy, organizations create clear boundaries for financial decision-making during challenges.

Historically, the Town of Eagle has maintained an unassigned General Fund balance of at least 25% of operating expenditures, an increase from 20% following the pandemic to strengthen financial resilience. To enhance transparency, improve fiscal planning, and ensure long-term financial stability, staff is now proposing the formal adoption of a comprehensive Fund Balance & Reserve Policy that provides clear guidelines for all Town funds.

ANALYSIS: Staff used the **Government Finance Officers Association (GFOA)** guidelines and other municipal fund balance/reserve policies to help inform drafting the policy in front of you.

Purpose: The GFOA highlights the importance of a reserve policy by emphasizing that reserves:

- Provide protection from financial risks, such as revenue shortfalls during economic downturns.
- Help ensure the Town can respond quickly and effectively to extreme events, such as natural disasters or unexpected financial emergencies.
- Support the continuity of essential public services even during periods of financial stress.
- Define how much should be retained in reserves and specify appropriate uses of those funds.
- Promote transparency and foster public trust.
- Support Debt Service and Creditworthiness.
 - *Note: In 2016, when issuing the Sales Tax Capital Improvement Bonds, the Town had a **20% unassigned fund balance policy** and received an **A3 credit rating**. Since increasing our policy to **25%**, our rating has improved to **Aa3**. Reserves play a key role in credit ratings. Moody's assigns 20% of its rating to fund balance and 10% to liquidity. However, 70% of the rating is based on other financial and economic factors, reinforcing the need for a well-rounded financial strategy*

Please review the draft policy to review the purpose of the Town's Fund balance and reserve policy and provide feedback to staff if you would like any changes to be made.

Appropriate levels: The Town should tailor fund balance levels individually to establish appropriate reserve levels for each fund, recognizing different funds' unique financial needs and circumstances within the Town's operations. The GFOA's recommendation is for all organization to maintain operating balances of at least two

months of operating revenues or expenditures in the general fund. This minimum recommendation serves as a safeguard against unforeseen financial challenges, with higher balances warranted depending on the government organization's unique circumstances.

Key Considerations for Fund Balance Levels:

- **Revenue and Expenditure Volatility:** Funds with unpredictable revenues or volatile expenditures should maintain higher balances.
- **Exposure to One-Time Costs:** Funds should have reserves for potential risks, such as natural disasters or capital project needs.
- **Interfund Resource Demands:** Consideration of potential support between funds impacts balance levels.
- **Bond Ratings and Borrowing Costs:** Adequate reserves across all funds can improve bond ratings and lower borrowing costs.
- **Commitments and Assignments:** Ensure unassigned balances are sufficient for operating needs and emergencies.

Fund Structure and Fund Definitions – Before diving into the draft recommended fund balance and reserve levels, please take a moment to review the attached “**Fund Structure and Fund Descriptions**” document. This outlines how each fund is categorized and provides a definition and description of the intended use of monies for each individual fund.

Fund balance reporting in governmental funds - The Town classifies fund balances in governmental funds in accordance with [GASB Statement No. 54](#), which establishes a hierarchy based on the level of constraint placed on the use of resources. The fund balance categories are as follows from most restrictive to least restrictive:

- **Nonspendable Fund Balance** - includes amounts that cannot be spent because they are either not in a spendable form, such as inventory or prepaid expenses, or are legally or contractually required to remain intact, such as the principal of an endowment fund.
- **Restricted Fund Balance** - consists of amounts constrained for specific purposes by external parties, including grantors, bondholders, or higher levels of government. These restrictions may also be imposed by constitutional provisions or enabling legislation, ensuring the funds can only be used for their designated purposes. (e.g., TABOR reserves, debt service reserves, holy cross community enhancement funds).
- **Committed Fund Balance** - represents amounts the Town has formally set aside for a specific purpose through its highest level of decision-making authority, such as a resolution or ordinance by the Town Council. Once funds are committed, they cannot be used for any other purpose unless the same formal action is taken to modify or remove the constraint. (e.g., Exterior Energy Offset Program Fund, Parking Fee in Lieu Fund)
- **Assigned Fund Balance** - includes amounts that the Town intends to use for a specific purpose, as determined by either the governing body or an official or body delegated with such authority. Unlike committed funds, assigned funds do not require formal action at the highest level and can be reallocated if necessary. (e.g., Grand Avenue funds in the Capital Improvements Fund transferred from the General Fund through the budget process)
- **Unassigned Fund Balance** - consists of funds that are not restricted, committed, or assigned and are available for any purpose. Only the General Fund may report a positive unassigned fund balance.

This classification system ensures transparent fund balance reporting, enhances financial stability, and supports responsible fiscal management.

Spending Hierarchy - The Town's policy is to use the most restricted funds first when they qualify for an incurred expense. Thus, if available, restricted funds will be used first, followed by committed funds, assigned funds, and finally unassigned funds.

This practice is widely recognized and followed by government organizations across the country. It ensures fiscal discipline and accountability by prioritizing the use of funds according to their restrictions and intended purposes. By using restricted funds first, the Town ensures that resources earmarked for specific needs, such as grants or dedicated tax revenues, are applied appropriately to their designated projects. The use of committed, assigned, and unassigned funds in the specified order provides a clear and structured approach to managing the Town's finances, helping maintain the integrity of each fund's purpose while allowing for greater flexibility with unassigned funds.

This has been the Town's established practice for many years and remains an essential part of maintaining sound financial stewardship and transparency.

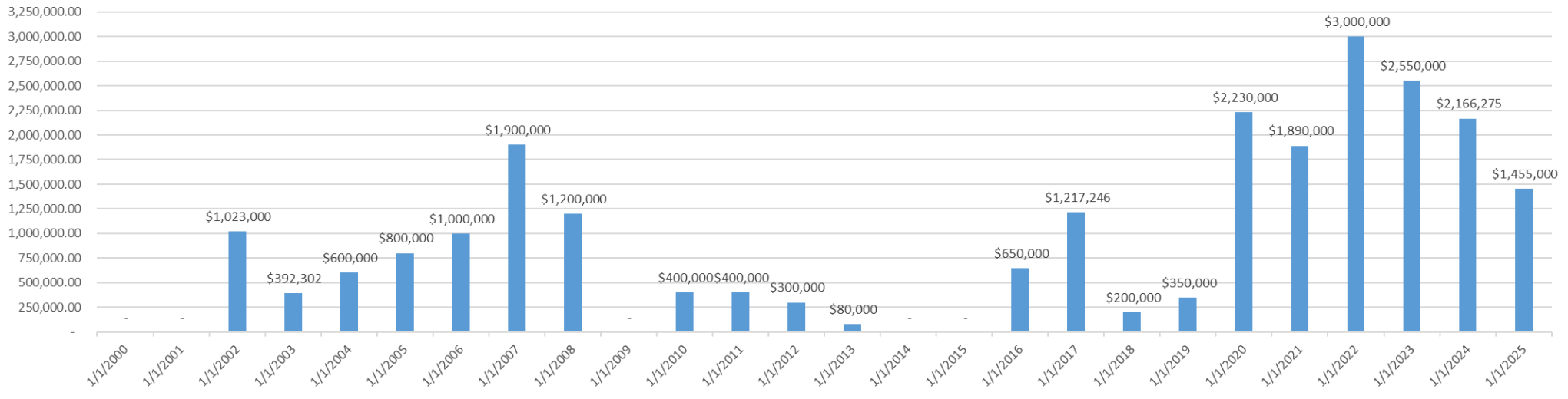
Target Budget Levels:

Governmental Fund Types:

General Fund:	The Town will maintain a minimum unassigned fund balance of at least 25% of operating expenditures (excluding transfers to other funds) in the General Fund. The General Fund serves as a significant source of ongoing revenue for the Town's Governmental Capital Improvements, enabling the Town to plan for current and future capital projects without raising taxes or fees for residents. During the budget process, when unassigned funds in the General Fund exceed the 25% threshold of operating expenditures (excluding transfers to other funds), the excess will be transferred to the Capital Improvements Fund to support these projects, with a minimum transfer of \$500,000. In addition to the unassigned fund balance, the Town will maintain a restricted fund balance equal to 3% of fiscal year spending, as required by the Taxpayer's Bill of Rights (TABOR), to be used only for declared emergencies in accordance with state law.
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- **Is Council comfortable with maintaining a minimum unassigned fund balance of at least 25% of annual operating expenditures (excluding transfers to other funds)?**
 - *GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.*
 - *The Town currently requires three months of expenditures or 25%*
- **New Recommendation** – To ensure that our expenditures do not outpace our revenues and get to a point where the general fund may no longer be a reliable ongoing revenue source for the Capital Fund. Staff recommends making a required minimum annual transfer to the capital fund of **\$500,000**.
 - Thoughts on this requirement and the amount?
 - Average over the last 10 years: **\$1,570,852**
 - Average since 2000: **\$915,531**

Historical Transfers From General Fund to Capital Improvements Fund



	GENERAL FUND - 10 Year Budgeted vs. Actual									
	BUDGETED Revenues vs. Expenditures not including transfers									
Budgeted:	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Revenues	5,931,434	6,509,051	6,610,342	7,041,555	8,959,995	9,913,898	11,604,425	14,229,877	13,651,264	12,717,042
Expenditures (Excluding Transfers)	5,169,687	6,200,431	6,733,199	6,874,436	7,112,666	7,663,994	9,476,381	12,185,346	12,869,827	12,673,280
Net Source (Use) Before Transfers	\$ 761,747	\$ 308,620	\$ (122,857)	\$ 167,119	\$ 1,847,329	\$ 2,249,904	\$ 2,128,044	\$ 2,044,531	\$ 781,437	\$ 43,762
	ACTUAL Revenues vs. Expenditures Not including transfers									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Revenues	6,048,566	6,536,284	6,898,632	7,538,237	9,216,458	10,349,619	12,151,100	14,091,195	13,188,852	
Expenditures (Excluding Transfers)	4,844,746	5,676,014	6,068,868	6,113,838	6,538,315	6,211,320	8,465,771	11,105,768	11,758,533	
Net Source (Use) Before Transfers	\$ 1,203,820	\$ 860,270	\$ 829,764	\$ 1,424,399	\$ 2,678,143	\$ 4,138,299	\$ 3,685,329	\$ 2,985,427	\$ 1,430,319	\$ -
Transfer to Capital Improvement Fund	\$ 650,000	\$ 1,217,246	\$ 200,000	\$ 350,000	\$ 2,230,000	\$ 1,890,000	\$ 3,000,000	\$ 2,550,000	\$ 2,166,275	\$ 1,455,000
Transfer to Open Space Fund	-	-	8,000	-	-	300,000	150,000	150,000	150,000	140,000
Transfer to Refuse Fund	10,577	-	-	-	-	-	-	-	-	-
Transfer to DDA	-	-	-	-	-	-	65,000	20,000	-	-
Transfer to STCIF	-	-	-	-	-	-	-	103,000	-	-
Transfer to Bag Fee Fund	-	-	-	-	-	-	-	-	20,331	-
Total Transfers to Other Funds	\$ 660,577	\$ 1,217,246	\$ 208,000	\$ 350,000	\$ 2,230,000	\$ 2,190,000	\$ 3,215,000	\$ 2,823,000	\$ 2,336,606	\$ 1,595,000

- The goal for the next couple of years is to make a \$1.5M transfer from the General Fund to the Capital Fund for Grand Avenue, not including a transfer for other capital projects. We were unable to meet this target in the 2025 budget. Instead, the budgeted 2025 transfer is \$955,000.

Capital Improvement Funds	
Capital Improvement Fund	The Capital Improvements Fund contains several designated fund balances, each with specific purposes: • Community Enhancement (Restricted) – Funds received under the Holy Cross Energy (HCE) franchise agreement, representing 1% of revenue collected within the Town of Eagle. These funds are restricted to programs approved by HCE. (No minimum reserve required) • Transportation Expenditures (Restricted) - Unused balances originating from the Colorado Department of Transportation, designated for the future maintenance of the Highway 6 Devolution, which will be used for Grand Avenue improvements. (No minimum reserve required) • Grand Avenue (Assigned) – Funds transferred from the General Fund and assigned to the Grand Avenue improvements project through the budget process. (No minimum reserve required) • Affordable Housing (Assigned) – Funds received via the Red Mountain Ranch Housing Project as a fee in place of LERP (Local Employee Residency Program) requirements. These funds were assigned, through the budget process, to be used for the purposes of planning for, subsidizing, acquisition of properties for, or developing housing in partnership with other organizations and developers whose interest is to provide affordable housing in Eagle. (No minimum reserve required) • Other Capital Projects (Assigned) – This represents all other remaining fund balances within the Capital Improvements Fund that are assigned to other capital projects. The Town will maintain a minimum fund balance of 50% of the Town's anticipated annual capital project expenditures (excluding those funded through more restricted fund balances). This reserve will cover cash flows to address unexpected costs, funding gaps, or delays in revenue collections.

- **New Recommendation** – Minimum reserve of 50% of anticipated annual expenditures for general capital projects
 - The 50% reserve is designed to cover six months of anticipated cash flows, assuming expenditures are evenly distributed throughout the year, although this is unlikely.
 - This recommendation exceeds the operating general fund policy percentage because capital fund revenues are one-time and collected unpredictably, unlike operating funds.
 - There is no additional operating reserve available to cover unforeseen costs, funding gaps, or delays.
 - Historical Fund Balance Trends and Projections for the Capital Improvements Fund – Percentage of Expenditures in the “Other Capital Projects Reserve”:
 - 2020 – 347%
 - 2021 – 229%
 - 2022 – 421%
 - 2023 - 204%
 - 2024 - 137%
 - 2025 - 77%
 - 2026 - 75%
 - 2027 - 182%
 - 2028 – 188% (excluding the Grand Avenue project, which will require financing beyond this year)
 - 2029 – 172% (excluding the Grand Avenue project, which will require financing beyond this year)

Sales Tax Capital Improvement Fund	Used to account for the voter-approved 0.5% sales tax restricted to: 1. The Acquisition, design, and construction of the Eagle River Park project, 2. Other Town parks, 3. Path improvements, and 4. Multi-recreational facilities. The Town shall maintain a fund balance in the Sales Tax Capital Improvement Fund (STCIF) to ensure financial stability, meet debt obligations, and manage revenue fluctuations. A minimum balance equal to one year of total debt service payments shall be maintained, including the full amount of any shared obligations, to account for potential non-appropriation by external funding partners. This reserve does not include any reserve required by outstanding debt. The Town shall accumulate reserves for anticipated future capital needs in accordance with the Town's five-year Capital Improvements Plan. However, capital reserves may be spent down to a zero balance annually if deemed appropriate by the Town Council. Utilization of Funds: Due to the Town's policy to utilize the most restricted funds available first, staff will prioritize use of the STCIF before the Capital Improvements Fund for project expenditures that qualify.
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- **Debt Service Reserve:** The Town maintains reserves equal to one year of total debt service payments, a practice that staff has been following since we were able to save enough in this fund to do so.
 - This reserve helps improve our credit rating and assists in future re-ratings.
- **Utilization of Funds:** Due to the Town's policy to utilize the most restricted funds available first, staff will prioritize the use of the STCIF before the Capital Improvements Fund for project expenditures that qualify.
 - Staff has received questions in the past about why we prioritize the STCIF over the Capital Fund. It is due to this policy, which provide more flexibility in the capital improvement fund, where funds are less restricted. This flexibility is important because the Capital Improvements Fund supports equipment and infrastructure projects that are essential to the Town's core operations.
- **Capital Reserves – May be spent down to zero.**
 - The STCIF differs from the Capital Improvements Fund in that the STCIF has a debt service reserve to assist with cash flows and fluctuations. Additionally, the STCIF is supported by consistent, stable, and predictable monthly sales tax revenue, providing more stability for planning and funding capital projects. In contrast, the Capital Fund relies on more inconsistent, one-time revenues, making it less predictable.

Special Revenue Funds	
Open Space Fund	The Open Space Fund is a Restricted Fund based on voter approval and is dedicated to preserving agricultural lands and for the acquisition, maintenance, and management of lands and easements in and around the Town for various purposes. These purposes include:

	1. Open space buffer zones, 2. Trails within open space areas, 3. Wildlife habitats and wetland preservation, 4. Construction and maintenance of soft path recreation trails connecting to the existing Eagle area trails system and 5. Construction of facilities such as restrooms, parking areas, and other physical improvements that enhance the quality of the user's experience when utilizing Town open space and adjacent lands. To ensure the continued ability to fund these projects and cover operational costs, the Town shall maintain reserves in this fund as follows: The Town shall maintain a reserve of at least 25% of annual operating expenditures to cover ongoing costs related to the fund's operations. The Town shall also accumulate reserves for anticipated future capital needs in accordance with the Town's five-year Capital Improvements Plan. However, capital reserves may be spent down to a zero balance annually if deemed appropriate by the Town Council.
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- **25% of Operating Expenditures:** This reserve is maintained due to lodging tax collection being a consistent revenue source, similar to other operating reserves within the Town's separate funds.
- **Capital Reserve – May Be Spent Down to Zero Annually:** This reserve is different from the Capital Improvement Fund reserve because we have our operating reserves to assist with potential cash flow issues.

Conservation Trust Fund	(Restricted Fund) - No minimum reserve required. This fund can be spent to zero.
Bag Fee Fund	(Restricted Fund) - No minimum reserve required. This fund can be spent to zero.
Exterior Energy Offset Program Fund	(Committed Fund) - No minimum reserve required. This fund can be spent to zero.
Parking Fee In Lieu Fund	(Committed Fund) - At this time, the Parking Fee In Lieu Fund contains no funds, as no payments have been received. Given the current absence of revenue, no formal reserve policy has been established. A reserve policy will be established in the future should revenue be received and priorities be identified for the fund's use.

- **No additional comment on these special revenue funds.**

Downtown Development Authority Fund (DDA)	(Restricted) The Downtown Development Authority (DDA) will maintain reserves for operational expenses, debt service, and capital Improvements. The fund balance reserve should be sufficient to cover at least 25% of annual operating expenditures. Should the DDA issue debt, a reserve equal to one year of total debt service payments (excluding amounts restricted for debt) will be maintained in addition to the 25% of annual operating expenditures. Additionally, the DDA shall accumulate reserves for anticipated future capital needs based on projects authorized by the DDA Board. Capital reserves may be spent down to a zero balance annually if deemed appropriate by the DDA Board.
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- **Operating Reserve:** 25% of annual operating expenditures, similar to all other fund operating reserves.

- **Debt Service Reserve:** If the DDA issues debt, an additional reserve equal to one year of total debt service payments (excluding amounts restricted for debt) will be maintained, similar to the STCIF.
- **Capital Reserve – May Be Spent Down to Zero Annually:** This reserve differs from the Capital Improvement Fund reserve because this fund has additional reserves that may assist with potential cash flow issues. Additionally, the DDA receives a significant majority of its revenue within the first five months of the year.
- **Policy Review and Next Steps:** Staff has reviewed this policy, but it has not yet been presented to the DDA. However, staff felt it important to align with the Town’s policies and be clearly stated as a part of the comprehensive policy. Staff will bring this to the DDA at their April 18th meeting for review. Should the DDA request any changes, we will bring the updated policy back to Council at that time.

Proprietary Fund Types – Enterprise Funds

Water Fund	The Town has several items that make up our Enterprise Funds minimum fund balance requirements: • Operating: The Town shall maintain a minimum reserve of 25% of annual operating expenditures to cover ongoing operational costs. • Debt: A minimum reserve equal to one year of total debt service payments (excluding amounts restricted for debt) shall be maintained. • Capital: The Town shall accumulate reserves for anticipated future capital needs and strategic purchases in alignment with the Town's long-term Capital Improvements Plan. Capital reserves may be spent down to zero annually, as deemed appropriate by the Town Council, for infrastructure replacement.
Waste Water Fund	
Stormwater Fund	
Broadband Fund	

- **Policy Recommendation:** The recommendation aligns with the structure of other funds, which include operating, debt, and capital reserves.
 - Revenues are received consistently on a monthly basis

Refuse Fund	Although the Refuse Fund is now primarily a passthrough fund, with the exception of expenses related to the use and maintenance of the yard waste and oil drop sites, the Town still needs to maintain a fund balance for cash flow purposes and unforeseen expenditures. Therefore, the Town will maintain a minimum fund balance for operations of at least 25% of operating expenditures.
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- **Operating Reserve:** 25% of annual operating expenditures to support cash flow and address unforeseen expenditures.

Replenishing Fund Balance Reserves: If a fund balance falls below its established minimum reserve target, the Town will take deliberate steps to restore reserves to the required level within a reasonable timeframe, generally within three years. The Town Manager and Finance Director will present a plan to the Town Council outlining the strategy for replenishing the reserve, which may include expenditure reductions, revenue adjustments, or other financial measures.

Appropriate Use of Reserves Below Policy Levels: The Town may allow reserves to fall below policy levels only to address the risks that these reserves are intended to mitigate, including:

- **One-time uses** such as:
 - Cash flow management,
 - Closing short-term revenue-expenditure gaps,
 - Responding to unexpected expenditures or revenue shortfalls,
 - Making strategic investments in staffing, technology, equipment, liability reductions, economic development, or productivity improvements that strengthen future revenues or reduce costs, and
 - Exceptional opportunities – For example:
 - If the Town were awarded a grant for a high-priority project, such as the Grand Avenue improvements, and the grant required a match that could only be met by temporarily using reserves below the targeted level, this could be considered an appropriate use of reserves.
 - If the Town had the chance to purchase a highly strategic property offered at a significantly lower price than market value, but the purchase would require a temporary reduction in reserves to meet the financial commitment.
- **Public emergencies** as declared by the Town Council.

Next Steps: Council can either approve the resolution and policy as is or provide feedback to staff to make revisions and staff can bring back a revised policy for review and approval at a later date.

COMMUNITY INPUT: There has been no public input on this matter to date.

BUDGET / STAFF IMPACT: Formalizing this policy will not require additional funding but will provide a framework to ensure sustainable financial management and long-term fiscal health.

STRATEGIC PLAN ALIGNMENT: This policy aligns with the Town’s guiding principle of sustainable finance, ensuring the Town maintains financial strength and resilience. The Town’s finances must withstand economic downturns, cover the full cost of operations, maintain adequate reserves, and support capital investment. This policy lays the foundation for building appropriate reserves to strengthen organizational resilience and supports transparent governance.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution 25, Series 2025 “A Resolution of the Town Council of the Town of Eagle, Colorado Adopting a Fund Balance and Reserve Policy for All Town Funds.”

ATTACHMENTS:

- Resolution No. 25-2025
- Fund Structure and Fund Descriptions

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 25
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ADOPTING A FUND BALANCE AND RESERVE POLICY FOR ALL TOWN FUNDS

WHEREAS, the Town Council of the Town of Eagle, Colorado (the "Town") recognizes the importance of maintaining a fund balance and reserve policy to ensure the financial stability and sustainability of the Town's operations and services;

WHEREAS, sound financial management practices require the establishment of guidelines for fund balances and reserves to provide financial flexibility, ensure operational continuity, and prepare for unforeseen expenditures or revenue shortfalls;

WHEREAS, it is important to maintain good standing with rating agencies as an adequate level of reserves is a sign of creditworthiness because it enhances a governments ability to repay debt on time and in full;

WHEREAS, the Government Finance Officers Association (GFOA) recommends that local governments establish and adopt policies regarding fund balance and reserve levels to promote fiscal responsibility and transparency; and

WHEREAS, the Town Council desires to adopt a formal Fund Balance and Reserve Policy to guide the Town's financial planning, budgeting, and fiscal management practices.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TOWN OF EAGLE, COLORADO, THAT:

Section 1. Adoption of Fund Balance and Reserve Policy. The Town Council hereby adopts the "Fund Balance and Reserve Policy" attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Purpose. This policy establishes a formally adopted fund balance and reserve policy for all Town funds, ensuring financial stability, operational continuity, and fiscal responsibility. It sets appropriate reserve levels for each fund to maintain cash flow, cover debt service, and manage revenue volatility. Additionally, it supports the Town's creditworthiness by demonstrating fiscal responsibility to bondholders and rating agencies, safeguards essential services, strengthens capital planning, and promotes transparency and accountability for sustainable financial management.

Section 3. Review and Amendments. The Fund Balance and Reserve Policy shall be reviewed annually and may be amended by resolution of the Town Council as necessary to reflect changes in financial conditions, best practices, and operational needs.

INTRODUCED, READ, PASSED AND ADOPTED ON March 25, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

Town of Eagle
Fund Balance and Reserves Policy
Effective Date: 03/25/2025

Purpose: The purpose of this policy is to establish a formally adopted fund balance and reserve policy for all funds of the Town. This policy sets appropriate reserve levels for each fund, recognizing different fund's unique financial needs and circumstances within the Town's operations. The policy aims to:

1. **Ensure Financial Stability & Risk Management** – Maintain sufficient reserves to cover cash flow requirements, including debt service, operating costs, and unexpected shortfalls, while protecting against revenue volatility and funding uncertainties.
2. **Support Debt Service & Creditworthiness** – Demonstrate fiscal responsibility to bondholders and rating agencies, ensuring the Town can meet debt obligations and secure favorable credit ratings and borrowing terms.
3. **Protect Operational Continuity** – Safeguard essential services and ongoing expenditures, preventing disruptions due to economic downturns or unforeseen financial challenges.
4. **Strengthen Long-Term Capital Planning** – Establish a framework for sustainably funding future capital projects, reducing reliance on debt, and ensuring responsible financial growth.
5. **Promote Transparency & Accountability** – Define clear guidelines for fund usage, supporting responsible financial decision-making and fostering public trust.

Definitions:

- **Fund Balance:** The difference between a fund's assets and liabilities, categorized into nonspendable, restricted, committed, assigned, and unassigned balances described below.
- **Governmental Accounting Standards Board (GASB):** The independent organization that establishes accounting and financial reporting standards for U.S. state and local governments, including fund balance classifications under GASB Statement No. 54.
- **Taxpayer's Bill of Rights (TABOR):** A constitutional provision in the State of Colorado that limits the amount of revenue state and local governments can retain and spend, requiring voter approval for certain tax increases and mandating specific reserve requirements.
- **Operating Expenditures:** Costs associated with the Town's day-to-day functions, excluding capital projects and transfers to other funds.
- **Capital Improvements Plan (CIP):** A multi-year planning document identifying future infrastructure and capital project funding needs.

Policies:

Fund balance reporting in governmental funds - The Town classifies fund balances in governmental funds in accordance with [GASB Statement No. 54](#), which establishes a hierarchy based on the level of constraint placed on the use of resources. The fund balance categories are as follows from most restrictive to least restrictive:

- **Nonspendable Fund Balance** - includes amounts that cannot be spent because they are either not in a spendable form, such as inventory or prepaid expenses, or are legally or contractually required to remain intact, such as the principal of an endowment fund.
- **Restricted Fund Balance** - consists of amounts constrained for specific purposes by external parties, including grantors, bondholders, or higher levels of government. These restrictions may also be imposed

by constitutional provisions or enabling legislation, ensuring the funds can only be used for their designated purposes. (e.g., TABOR reserves, debt service reserves, holy cross community enhancement funds).

- **Committed Fund Balance** - represents amounts the Town has formally set aside for a specific purpose through its highest level of decision-making authority, such as a resolution or ordinance by the Town Council. Once funds are committed, they cannot be used for any other purpose unless the same formal action is taken to modify or remove the constraint. (e.g., Exterior Energy Offset Program Fund, Parking Fee in Lieu Fund)
- **Assigned Fund Balance** - includes amounts that the Town intends to use for a specific purpose, as determined by either the governing body or an official or body delegated with such authority. Unlike committed funds, assigned funds do not require formal action at the highest level and can be reallocated if necessary. (e.g., Grand Avenue funds in the Capital Improvements Fund transferred from the General Fund through the budget process)
- **Unassigned Fund Balance** - consists of funds that are not restricted, committed, or assigned and are available for any purpose. Only the General Fund may report a positive unassigned fund balance.

This classification system ensures transparent fund balance reporting, enhances financial stability, and supports responsible fiscal management.

Spending Hierarchy - The Town's policy is to use the most restricted funds first when they qualify for an incurred expense. Thus, if available, restricted funds will be used first, followed by committed funds, assigned funds, and finally unassigned funds.

Target Budget Levels:

Governmental Fund Types

General Fund:	The Town will maintain a minimum unassigned fund balance of at least 25% of operating expenditures (excluding transfers to other funds) in the General Fund. The General Fund serves as a significant source of ongoing revenue for the Town's Governmental Capital Improvements, enabling the Town to plan for current and future capital projects without raising taxes or fees for residents. During the budget process, when unassigned funds in the General Fund exceed the 25% threshold of operating expenditures (excluding transfers to other funds), the excess will be transferred to the Capital Improvements Fund to support these projects, with a minimum transfer of \$500,000. In addition to the unassigned fund balance, the Town will maintain a restricted fund balance equal to 3% of fiscal year spending, as required by the Taxpayer's Bill of Rights (TABOR), to be used only for declared emergencies in accordance with state law.
Capital Improvement Funds	
Capital Improvement Fund	The Capital Improvements Fund contains several designated fund balances, each with specific purposes: • Community Enhancement (Restricted) – Funds received under the Holy Cross Energy (HCE) franchise agreement, representing 1% of revenue collected within the Town of Eagle. These funds are restricted to programs approved by HCE. (No minimum reserve required) • Transportation Expenditures (Restricted) - Unused balances originating from the Colorado Department of Transportation, designated for the

	future maintenance of the Highway 6 Devolution, which will be used for Grand Avenue improvements. (No minimum reserve required) • Grand Avenue (Assigned) – Funds transferred from the General Fund and assigned to the Grand Avenue improvements project through the budget process. (No minimum reserve required) • Affordable Housing (Assigned) – Funds received via the Red Mountain Ranch Housing Project as a fee in place of LERP (Local Employee Residency Program) requirements. These funds were assigned, through the budget process, to be used for the purposes of planning for, subsidizing, acquisition of properties for, or developing housing in partnership with other organizations and developers whose interest is to provide affordable housing in Eagle. (No minimum reserve required) • Other Capital Projects (Assigned) – This represents all other remaining fund balances within the Capital Improvements Fund that are assigned to other capital projects. The Town will maintain a minimum fund balance of 50% of the Town's anticipated annual capital project expenditures (excluding those funded through more restricted fund balances). This reserve will cover cash flows to address unexpected costs, funding gaps, or delays in revenue collections.
Sales Tax Capital Improvement Fund	Used to account for the voter-approved 0.5% sales tax restricted to: 1. The Acquisition, design, and construction of the Eagle River Park project, 2. Other Town parks, 3. Path improvements, and 4. Multi-recreational facilities. The Town shall maintain a fund balance in the Sales Tax Capital Improvement Fund (STCIF) to ensure financial stability, meet debt obligations, and manage revenue fluctuations. A minimum balance equal to one year of total debt service payments shall be maintained, including the full amount of any shared obligations, to account for potential non-appropriation by external funding partners. This reserve does not include any reserve required by outstanding debt. The Town shall accumulate reserves for anticipated future capital needs in accordance with the Town's five-year Capital Improvements Plan. However, capital reserves may be spent down to a zero balance annually if deemed appropriate by the Town Council. Utilization of Funds: Due to the Town's policy to utilize the most restricted funds available first, staff will prioritize use of the STCIF before the Capital Improvements Fund for project expenditures that qualify.
Special Revenue Funds	
Open Space Fund	The Open Space Fund is a Restricted Fund based on voter approval and is dedicated to preserving agricultural lands and for the acquisition, maintenance, and management of lands and easements in and around the Town for various purposes. These purposes include: 1. Open space buffer zones, 2. Trails within open space areas, 3. Wildlife habitats and wetland preservation,

	4. Construction and maintenance of soft path recreation trails connecting to the existing Eagle area trails system and 5. Construction of facilities such as restrooms, parking areas, and other physical improvements that enhance the quality of the user's experience when utilizing Town open space and adjacent lands. To ensure the continued ability to fund these projects and cover operational costs, the Town shall maintain reserves in this fund as follows: The Town shall maintain a reserve of at least 25% of annual operating expenditures to cover ongoing costs related to the fund's operations. The Town shall also accumulate reserves for anticipated future capital needs in accordance with the Town's five-year Capital Improvements Plan. However, capital reserves may be spent down to a zero balance annually if deemed appropriate by the Town Council.
Conservation Trust Fund	(Restricted Fund) - No minimum reserve required. This fund can be spent to zero.
Bag Fee Fund	(Restricted Fund) - No minimum reserve required. This fund can be spent to zero.
Exterior Energy Offset Program Fund	(Committed Fund) - No minimum reserve required. This fund can be spent to zero.
Parking Fee In Lieu Fund	(Committed Fund) - At this time, the Parking Fee In Lieu Fund contains no funds, as no payments have been received. Given the current absence of revenue, no formal reserve policy has been established. A reserve policy will be established in the future should revenue be received and priorities be identified for the fund's use.
Downtown Development Authority Fund (DDA)	(Restricted) - The Downtown Development Authority (DDA) will maintain reserves for operational expenses, debt service, and capital improvements. The fund balance reserve should be sufficient to cover at least 25% of annual operating expenditures. Should the DDA issue debt, a reserve equal to one year of total debt service payments (excluding amounts restricted for debt) will be maintained in addition to the 25% of annual operating expenditures. Additionally, the DDA shall accumulate reserves for anticipated future capital needs based on projects authorized by the DDA Board. Capital reserves may be spent down to a zero balance annually if deemed appropriate by the DDA Board.

Proprietary Fund Types – Enterprise Funds

Water Fund Waste Water Fund Stormwater Fund Broadband Fund	The Town has several items that make up our Enterprise Funds minimum fund balance requirements: • Operating: The Town shall maintain a minimum reserve of 25% of annual operating expenditures to cover ongoing operational costs. • Debt: A minimum reserve equal to one year of total debt service payments (excluding amounts restricted for debt) shall be maintained. • Capital: The Town shall accumulate reserves for anticipated future capital needs and strategic purchases in alignment with the Town's long-term Capital Improvements Plan. Capital reserves may be spent down to zero annually, as deemed appropriate by the Town Council, for infrastructure replacement.
Refuse Fund	Although the Refuse Fund is now primarily a passthrough fund, with the exception of expenses related to the use and maintenance of the yard waste and oil drop

	sites, the Town still needs to maintain a fund balance for cash flow purposes and unforeseen expenditures. Therefore, the Town will maintain a minimum fund balance for operations of at least 25% of operating expenditures.
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Replenishing Fund Balance Reserves: If a fund balance falls below its established minimum reserve target, the Town will take deliberate steps to restore reserves to the required level within a reasonable timeframe, generally within three years. The Town Manager and Finance Director will present a plan to the Town Council outlining the strategy for replenishing the reserve, which may include expenditure reductions, revenue adjustments, or other financial measures.

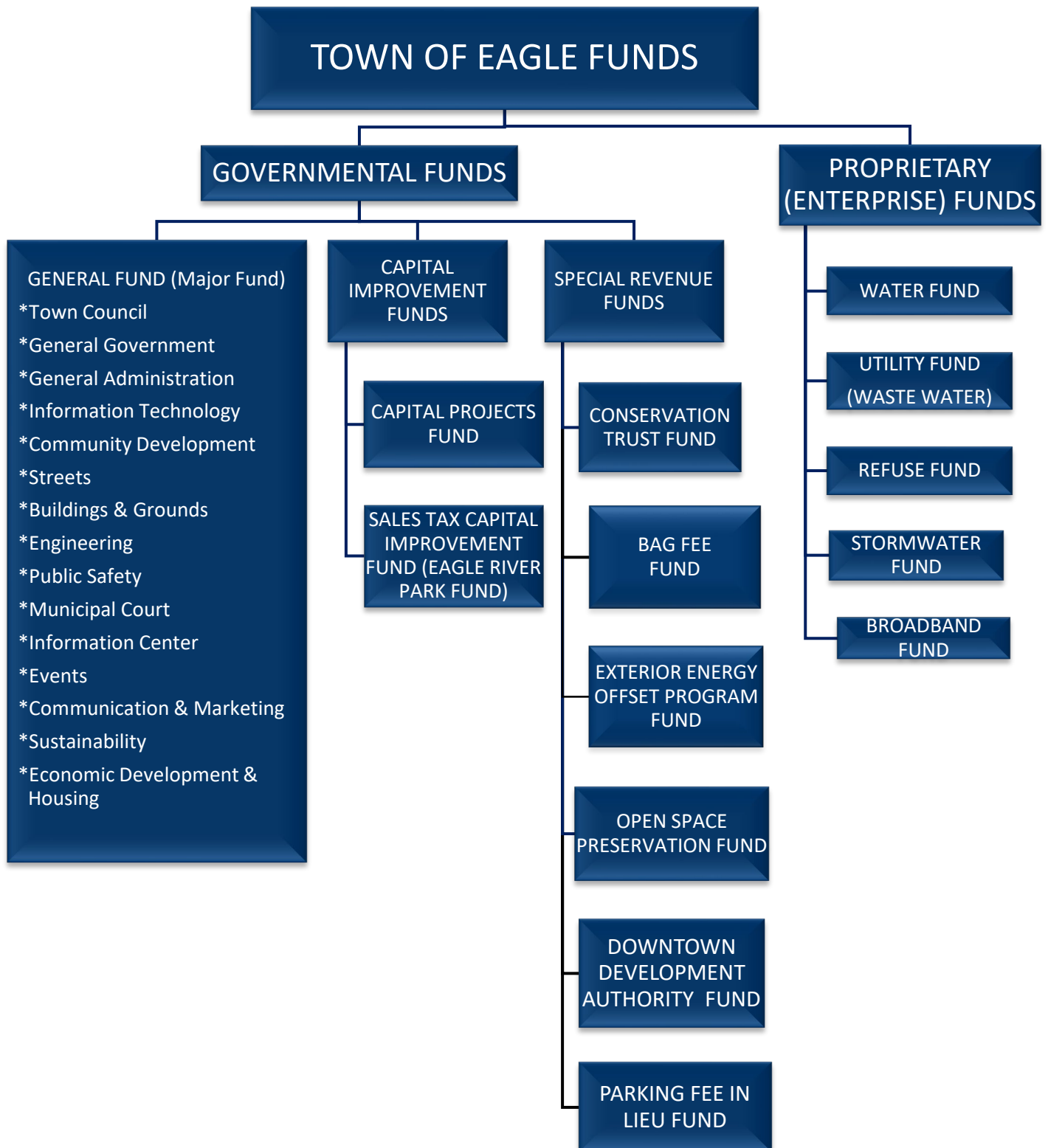
Appropriate Use of Reserves Below Policy Levels: The Town may allow reserves to fall below policy levels only to address the risks that these reserves are intended to mitigate, including:

- **One-time uses** such as:
 - Cash flow management,
 - Closing short-term revenue-expenditure gaps,
 - Responding to unexpected expenditures or revenue shortfalls,
 - Making strategic investments in staffing, technology, equipment, liability reductions, economic development, or productivity improvements that strengthen future revenues or reduce costs, and
 - Exceptional opportunities – For example:
 - If the Town were awarded a grant for a high-priority project, such as the Grand Avenue improvements, and the grant required a match that could only be met by temporarily using reserves below the targeted level, this could be considered an appropriate use of reserves.
 - the Town had the chance to purchase a highly strategic property offered at a significantly lower price than market value, but the purchase would require a temporary reduction in reserves to meet the financial commitment.
- **Public emergencies** as declared by the Town Council.

Annual Review: This policy shall be reviewed annually as part of the annual budget process, with updates made as needed based on changes in operations, financial projections, or other relevant considerations. Additionally, this policy shall be revisited following any significant change in the Town's financial condition, such as the issuance of new debt, large capital projects, or unforeseen financial crises.

FUND STRUCTURE OVERVIEW

FUND TYPES: The Town currently uses the following fund categories: (1) Governmental funds and (2) Proprietary funds. See fund descriptions on the following page.



FUND STRUCTURE OVERVIEW (continued)

Governmental Funds – The Town’s activities are reported in governmental funds, which focus on how monies flow into and out of those funds and the balances left at fiscal year-end for spending in future periods. These funds are reported using the modified accrual accounting method, which measures cash and all other financial assets that can readily be converted to cash. The Town maintains the following governmental funds:

General Fund – used to account for resources traditionally associated with government, which are not required legally or by sound financial management to be accounted for in another fund.

Capital Improvement Funds – Used to account for the acquisition of fixed assets or the construction of major governmental capital projects not financed by the General Fund, special revenue funds, or enterprise funds.

Capital Projects Fund – Used to account for the acquisition of land, construction of major capital improvements, and the purchase of expensive equipment.

Sales Tax Capital Improvement Fund – Used to account for the voter-approved 0.5% sales tax dedicated to the acquisition, design, and construction of the Eagle River Park project, other town park and path improvements, and multi-recreational facilities.

Special Revenue Funds – Used to account for proceeds from resources that are restricted or committed for specific purposes other than debt service or capital projects. The Town’s special revenue funds include the following:

Conservation Trust Fund – Accounts for lottery proceeds received directly from the State of Colorado. These funds are restricted for the acquisition, development, and maintenance of new conservation sites, as well as for capital improvements or maintenance of recreational facilities on public sites. A public site is defined by the state as publicly owned land or a site where a public entity or local government holds an interest in land or water.

Bag Fee Fund – Accounts for revenues collected from the state-mandated \$0.10 bag fee, of which \$0.06 per bag is remitted to the Town. The remaining \$0.04 is retained by the vendor to cover program administration costs. Revenue collected supports program administration, education and outreach related to the program, and waste diversion initiatives such as recycling and composting.

Exterior Energy Offset Program (EEOP) Fund – Accounts for fees collected from residential, commercial, and governmental projects that choose to pay in lieu of installing on-site renewable energy to offset high-energy exterior systems, as determined by the EEOP calculator. These fees support renewable energy projects, energy efficiency incentives, educational outreach, and sustainability programs within the Town, allocated through the annual budget process.

Open Space Preservation Fund – Accounts for 50% of the revenue collected from the Town’s lodging occupancy tax, dedicated to the acquisition of open space lands, conservation easements, trail expansion and maintenance, development rights, and other open space recreational amenities.

Downtown Development Authority Fund – Accounts for tax increment financing (TIF) revenue collected within the Downtown District, which is used to fund improvements aimed at increasing economic vitality for businesses and residents.

Parking Fee in Lieu Fund – Accounts for operating and capital revenue that may be collected from developers within the Parking Fee In-Lieu Program Boundary. These voluntary fees allow developers or property owners to pay a fee instead of providing some or all of the required on-site parking spaces as mandated by the Town’s parking regulations. If collected, funds would be used for parking studies and evaluations, the construction, operation, and maintenance of parking facilities, and administrative services related to parking within the Program Boundary.

Proprietary (enterprise) Funds – Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The proprietary (enterprise) funds include the following:

Water Fund – Accounts for activities related to providing water services to the citizens of the Town, as well as to residents in the Eby Creek, Upper Kaibab, and Frost Creek areas. This fund covers the treatment, distribution, and ongoing maintenance of water infrastructure to ensure reliable access to clean water for both Town residents and those in these surrounding areas.

Utility (Wastewater) Fund – Accounts for activities related to the operation and maintenance of sewage treatment facilities, as well as the sewage transmission lines that transport wastewater from the Town and the Eby Creek area to the treatment facilities for proper processing and disposal.

Refuse Fund – Accounts for activities related to residential trash collection and disposal, recycling, and composting services for properties with up to 8 units. These services are provided through a contracted vendor. The fund also supports a residential yard waste drop site and an oil waste drop site.

Stormwater Fund – Accounts for activities related to the implementation and funding of a stormwater management program, including infrastructure maintenance, drainage improvements, and compliance with regulatory requirements.

Broadband Fund – Accounts for activities related to the implementation, funding, and operation of last-mile broadband services for Town residents and businesses.



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Community Development Director, Community Development

Date: March 25, 2025

Agenda Item: Future Land Use Code Amendment – Density Limits

REQUEST:

Staff seek the Town Council's direction on an update to the Land Use and Development Code, specifically whether to explore standards to clarify density limits in certain zone districts.

INTRODUCTION:

A proposed state bill, HB25-1092 ([LINK](#)), would preempt local governments from limiting growth through density caps and similar land use policies. In response, staff has reviewed zone districts where density limits are unclear or absent. These zone districts include mixed use zone districts such as CMU1 and Broadway, as well as the Town Commercial and Industrial zone districts that allow for residential uses, including Commercial General East.

Without clear standards, imposing density limitations after July 1, 2025, as currently drafted, may be challenged. Additionally, the bill requires that any reduction in density be offset elsewhere in town. Establishing clear density allowances now will help preserve the Town's ability to implement the Comprehensive Plan's vision and set base density limits town-wide. Nothing in the bill prevents the Town from increasing density in the future.

Meeting the July 1, 2025, deadline requires several steps, including:

- A joint work session with the Planning Commission and Town Council to identify appropriate land use policies.
- Possible public outreach efforts.
- A public hearing process for formal adoption.

Staff will provide Town Council with updates on the bill's status. If the Council directs staff to pursue a text amendment and the bill ultimately fails, staff will revisit the topic with the Town Council at that time.

The goals of this amendment is to support the community with standards that better implement the Town's vision for growth, but also to support development with clear expectations to streamline and improve the efficiency of the existing land use processes.

ANALYSIS:

If Town Council chooses to pursue a code amendment, staff will present several options for consideration, including:

- Recommended density limits for zone districts, based on the Comprehensive Plan.
- Alternative density control measures including: including density caps, maximum lot size, minimum lot area per unit, floor area ratio (FAR), etc.

Staff will need time to research potential standards and could present solutions to the Town Council in late May or early June.

COMMUNITY INPUT:

If a Land Use Code amendment is pursued, it will follow the Town's process, including a public hearing where community members can provide feedback on the proposed changes.

The Comprehensive Plan ([LINK](#)), developed through extensive public outreach, outlines the appropriate amount of density for different areas throughout Town. Staff will primarily rely on this plan when making recommendations. If directed, staff could conduct additional outreach efforts to solicit stakeholder input.

BUDGET / STAFF IMPACT:

Staff anticipate minimal impacts to the budget, aside from noticing and outreach expenses.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The effort to keep the Town's long-range planning documents up-to-date and relevant supports the major objective of 'Improve Community Responsive Services.'

RECOMMENDED ACTION OR PROPOSED MOTION:

Does the Town Council support staff dedicating time and resources to pursue a code amendment clarifying density limits in certain zone districts? If so, what level of public outreach is appropriate?

ATTACHMENTS:

- None.