

TOWN OF ERIE
URBAN RENEWAL AUTHORITY ¹
Tuesday, June 9, 2015
Following Regular Meeting of the Town of Erie Board of Trustees
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

II. ROLL CALL

III. APPROVAL OF THE AGENDA

IV. CONSENT AGENDA (The consent agenda is intended to contain items that are prepared to be decided without discussion. Any Board member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under IX. General Business, a. in the order they appear on the Agenda.) (This should be done prior to the motion to approve.)

- a. Approval of the January 13, 2015 Meeting Minutes

V. RESOLUTIONS

- a. Resolution 15-04; A Resolution Memorializing that the Urban Renewal Authority Assume Repayment and State that it is Responsible for Debt Incurred By the Purchase of Fill Dirt From Funds Used for the Purchase from the Town of Erie General Fund.
- b. Resolution 15-05; A Resolution Authorizing the Town of Erie Urban Renewal Authority to Approve an Agreement with the Midwest Testing for Geotechnical Quality Control Testing and Observation for the Prince Lake Fill Project

VI. ADJOURNMENT

¹ FOR MORE INFORMATION ON THE AGENDA ITEMS LISTED OR FOR INDIVIDUALS WITH DISABILITIES NEEDING AUXILIARY AIDS OR TO REQUEST ASSISTANCE, PLEASE CONTACT THE TOWN CLERK'S OFFICE AT 645 HOLBROOK STREET, P.O. Box 750, 303 926-2731.

TOWN OF ERIE
URBAN RENEWAL AUTHORITY
SPECIAL MEETING
Tuesday, January 13, 2015
Board Chambers, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Chairman Harris called the special meeting of the Erie Housing Authority to order at 10:25p.m. Tuesday, January 13, 2015.

II. ROLL CALL

Commissioner Carroll – present
Commissioner Gruber – present
Commissioner Charles – present
Commissioner Moore – present
Commissioner Woog – present
Commissioner Schutt – present
Chairman Harris – present

III. APPROVAL OF THE AGENDA

Action: Commissioner Charles moved to approve the January 13, 2015 agenda; the motion was seconded by Commissioner Woog. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

a. Approval of the December 9, 2014 Meeting Minutes

Action: Commissioner Charles moved to approve the January 13, 2015 Consent Agenda; the motion was seconded by Commissioner Schutt. The motion carried with all present voting in favor thereof.

V. RESOLUTIONS

a. Resolution 15-01; A Resolution Approving a Consulting Services Payment for Professional Legal Services to Brownstein Hyatt Farber Schreck

VI. ADJOURNMENT

Action: Commissioner Charles moved to adjourn the January 13, 2015 special meeting of the Town of Erie Urban Renewal Authority; the motion was seconded by Commissioner Gruber. The motion carried with all present voting in favor thereof.

Action: Chairman Harris adjourned the January 13, 2015 special meeting of the Town of Erie Urban Renewal Authority at 10:36 p.m.

Respectfully Submitted,

Nancy J. Parker, Secretary

Tina Harris, Chairman for the
Town of Erie Urban Renewal Authority

**TOWN OF ERIE URBAN RENEWAL AUTHORITY
RESOLUTION NO. 15-04**

A RESOLUTION REGARDING THE REPAYMENT OF FUNDS EXPENDED BY THE TOWN OF ERIE PURSUANT TO A CONSTRUCTION CONTRACT WITH KELLY TRUCKING, INC. NOT TO EXCEED \$405,475.00; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 (the “Act”) provides for urban renewal of slums and blighted areas; and

WHEREAS, the Town of Erie Urban Renewal Authority (the “Authority”) has undertaken to eliminate blight and prevent injury to the public health, safety, morals, and welfare of the residents of the Town of Erie (the “Town”); and

WHEREAS, the Authority anticipates recommending and the Town anticipates adopting an urban renewal plan and establishing an urban renewal area that would include property which is owned by the Town located at the southeast intersection of Highway 287 and Arapahoe Road (the “Former Reservoir”); and

WHEREAS, in order to implement any plan for future clearance, rehabilitation, conservation, development, or redevelopment of the Former Reservoir pursuant to a future urban renewal plan and in conformance with the Act, the Former Reservoir will need to be filled with dirt; and

WHEREAS, the Town has an immediate opportunity to obtain dirt in an sufficient amount, high quality and at a reasonable price; and

WHEREAS, Colorado law, C.R.S. § 31-25-112, provides that the Town may aid the Authority in connection with a plan, project, program, work, operation or activity; and

WHEREAS, Colorado law, C.R.S. § 31-25-105(1)(g), provides that the Authority may accept advances for the purposes outlined in the Act;

WHEREAS, on May 26, 2015, in Resolution No. 15-67, the Board of Trustees of the Town authorized the execution of a contract with Kelly Trucking, Inc. in the amount of \$352,475.00, with a contingency not to exceed \$53,000.00, subject to agreement by the Authority to repay the Town the amount under certain conditions; and

WHEREAS, upon the establishment of a reliable and consistent revenue stream for the Authority, the Commissioners of the Authority believe it is in the best interest of the Authority to reimburse the Town for the actual funds expended, not to exceed \$405,475.00, in order to take advantage of the immediate opportunity to purchase dirt and fill the Former Reservoir.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ERIE URBAN RENEWAL AUTHORITY:

Section 1. The foregoing recitals are incorporated herein by this reference.

Section 2. Upon the adoption of an urban renewal plan which includes the Former Reservoir and the establishment of a reliable and consistent revenue stream for the Authority in that plan area, the Authority shall reimburse the Town the amount of funds actually expended by the Town pursuant to its contract with Kelly Trucking, Inc., not to exceed \$405,475.00.

Section 3. The reimbursement obligation set forth in this Resolution shall constitute indebtedness and an obligation of the Authority pursuant to C.R.S. § 31-25-107(9).

Section 4. Reimbursing the Town for actually expended funds pursuant to its contract with Kelly Trucking, Inc. is found to be in the best interest of the Authority, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 9TH DAY OF JULY, 2015, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ERIE URBAN RENEWAL AUTHORITY.

**TOWN OF ERIE
URBAN RENEWAL AUTHORITY**
a Colorado urban renewal authority

By: _____
Tina Harris, Chairperson

ATTEST:

By: _____
Nancy J. Parker, Secretary

TOWN OF ERIE
URBAN RENEWAL AUTHORITY AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: **CONSENT AGENDA**
Resolution 15-05; A Resolution Authorizing the Town of Erie Urban Renewal Authority to Award an Agreement with Midwest Testing for Geotechnical Quality Control Testing and Observation for the Prince Lake Fill Project in the Amount of \$37,578; And Setting Forth Details in Relation Thereto.

DEPARTMENT: Administration

PRESENTER: A. J. Krieger, Executive Director

FISCAL	Cost as Recommended:	\$43,000
INFORMATION:	Balance Available:	\$0 (new appropriation will be required) Land – 287 & Arapahoe – Site Development
	Budget Line Item Number:	800 . 90 . 110 . 604000 . 100165
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

STAFF RECOMMENDATION: **Approval of Resolution 15-05 awarding said contract, authorizing the Executive Director to execute said contract and authorizing Staff to expend contracted funds.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the May 26, 2015 Town of Erie Board of Trustee's Meeting, the Board of Trustees awarded a contract to Kelley Trucking to import and compact approximately 75,000 cubic yards of soil as the first step in filling the former Prince Reservoir.

Staff has obtained a bid from Midwest Testing to provide quality control testing and observation during construction to verify compliance of the placement of the soil and ensure that the related work meets the requirements of the project documents.

Project Construction Cost Summary

Proposal	\$37,578.00
<u>15% Contingency</u>	<u>\$5,422.00</u>
Total Project Cost	\$43,000.00

Project Schedule

Notice of Award	June 9, 2015
Notice to Proceed	June 15, 2015
Construction Start	June 15, 2015

Staff Review:

- Town Attorney
- Town Clerk
- Community Development Director
- Finance Director
- Police Chief
- Deputy Public Works Director

Approved by:



A.J. Krieger
Executive Director

ATTACHMENTS:

- a. Resolution 15-05
- b. Contract
- c. Vicinity Map

RESOLUTION NO. 15-05

A RESOLUTION OF THE TOWN OF ERIE URBAN RENEWAL AUTHORITY AUTHORIZING THE AWARD OF AN AGREEMENT TO MIDWEST TESTING FOR GEOTECHNICAL QUALITY CONTROL TESTING AND OBSERVATION FOR THE PRINCE LAKE FILL PROJECT IN THE AMOUNT OF \$37,578.00; AND SETTING FOR THE DETAILS IN RELATION THERETO.

WHEREAS, on May 26, 2015, in Resolution No. 15-67, the Board of Trustees of the Town authorized the execution of a contract with Kelly Trucking, Inc. to import and compact fill for the former Prince Reservoir site; and

WHEREAS, it is in the best interest of the Town of Erie Urban Renewal Authority to conduct quality control testing and observation to verify compliance of placement of the soil and ensure that the related work meets required standards; and

WHEREAS, the Commissioners of the Town of Erie Urban Renewal Authority believes it is in the best interest of the TOEURA to approve and appropriate funds for this testing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ERIE URBAN RENEWAL AUTHORITY:

Section 1. That the Agreement between the Town of Erie Urban Renewal Authority and Midwest Testing is found to be a reasonable and acceptable agreement for Geotechnical Quality Control Testing And Observation For The Prince Lake Fill Project.

Section 2. That the Town of Erie Urban Renewal Authority be and is hereby authorized and directed to enter into the agreement with Midwest Testing, for Geotechnical Quality Control Testing And Observation For The Prince Lake Fill Project. in the amount of \$37,578.00 with a contingency not to exceed \$5,422.00

Section 3. That entering into the contract is found to be in the best interest of the Town of Erie Urban Renewal Authority, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 9TH DAY OF JULY, 2015, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ERIE URBAN RENEWAL AUTHORITY.

**TOWN OF ERIE
URBAN RENEWAL AUTHORITY**
a Colorado urban renewal authority

By: _____
Tina Harris, Chairperson

ATTEST:

By: _____
Nancy J. Parker, Secretary

May 15, 2015

Town of Erie Public Works
645 Holbrook Street
Erie, Colorado 80516

Attn: Mr. Gary W. Behlen

PROPOSAL FOR CONSTRUCTION OBSERVATION
PRINCE RESERVOIR RENEWAL PROJECT
ERIE, COLORADO

Gentlemen:

In accordance with your request, we are pleased to submit a proposal to provide construction observation services for the referenced project. The purpose of our work will be to provide quality control testing and observation during construction to verify compliance of the earth- and materials-related work with the requirements of the project documents.

PROJECT UNDERSTANDING

We understand that the Town of Erie Public Works Department plans to import approximately 75,000 cubic yards of material from an off-site source for the purpose of filling the Prince Reservoir, located at the southeast corner of the intersection of Arapahoe Road and US Highway 287, in Erie, Colorado.

Grading considerations for the planned work were presented in our May 7, 2015 letter. We understand that Kelly Trucking will utilize 10 trucks to import 100 loads per day for 50 days. They plan to work 10 hours per day, Monday through Friday.

The testing requirements for the project were developed from our May 7th letter along with the anticipated construction schedule to establish the work scope and budget estimate presented in this proposal.

SCOPE OF WORK

Based on the schedule, we anticipate that a field engineer or geologist will be required full-time to observe placement of the fill and verify fill compaction. The

field engineer or geologist will perform testing in the field and laboratory using appropriate equipment. The project engineer will provide consultation regarding problems which may arise during the work and perform supervision of the quality control. For estimating purposes, engineering time has been included for anticipated meetings and on-site consultation.

Summary reports and test results will be submitted to client-designated parties on a weekly basis. A summary report including a compilation of all daily activities and test results will be submitted upon completion of the work. The report will be signed and sealed by a Colorado Professional Engineer.

Prior to fill placement, all water must be completely drained from the base of the reservoir. Any organic sediment in the base of the reservoir shall be removed. Following removal of any sediment, the exposed base of the reservoir shall be proofrolled to verify that the subgrade is stable and no soft spots exist. Density tests will be performed to verify that the surface is compacted to a minimum of 95 percent of the material's modified Proctor (ASTM D 1557) maximum dry density. If areas of insufficient compaction exist, they shall be scarified, moisture-adjusted as necessary, compacted, and retested.

The import fill shall be placed in loose lifts not exceeding 8 inches and mechanically compacted. Field density tests shall be performed as needed by the geologist to verify compliance with the density requirements presented in our May 7th letter.

FEE ESTIMATE

The cost of our field and laboratory testing; engineering services; preparation, reviews, and distribution of reports; and preparation of the final report for the anticipated work scope described herein is estimated as follows:

Field Engineer or Geologist	
Regular, 400 hrs. @ \$57.50/hr.	\$23,000
Overtime, 100 hrs. @ \$77.63/hr.	7,763
Project Engineer I, 25 hrs. @ \$120.00/hr.	3,000
Principal, 8 hrs. @ \$150.00/hr.	1,200
Modified Proctor, 3 @ \$175.00 ea.	525
Nuclear density gauge, 50 days @ \$23.50/day	1,175
Mileage, 1,500 @ \$0.61	<u>915</u>
 Total estimate for testing	 \$37,578

Mr. Gary W. Behlen
May 15, 2015

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We will provide the services described herein along with additionally requested work at the unit rates per the attached fee schedule. The overtime rate is charged for time in excess of 8 hours per day, Saturdays, Sundays, or holidays. Since the construction schedule is not within our control, we will invoice at the unit rates presented for only the services performed.

The cost estimate presented herein was developed based on the estimated work schedule for the construction activities which will require testing and observation.

Please provide authorization for this work by signing in the space provided and returning one copy of this proposal to our office. If you issue a purchase order or contract, we request that you make this proposal a part thereof.

If you have any questions, please contact this office.

Very truly yours,
MIDWEST TESTING


Daniel J. Barczykowski, P.E.
Principal

DJB/

We accept the terms and conditions presented herein and authorize the work to proceed. The attached *General Conditions* are hereby made part of this proposal.

Accepted by _____ Title _____

Organization _____ Date _____



8606 Page Avenue
 St. Louis, Missouri 63114
 www.mwtesting.com

314 739-2727 Office
 314 739-5429 Fax
 314 739-8589 Accounting Fax

GEOTECHNICAL
 ENVIRONMENTAL
 MATERIALS

**FEE SCHEDULE
 2015**

PERSONNEL

Principal, hr.....	\$150.00
Senior Project Engineer, hr.....	135.00
Project Engineer, hr.....	120.00
Staff Engineer, hr.....	100.00
Engineer II, hr.....	85.00
Engineer I, hr.....	74.00
Environmental Manager, hr.....	127.00
Environmental Engineer, hr.....	106.00
Soil Scientist, hr.....	106.00
Environmental Associate II, hr.....	90.00
Environmental Associate I, hr.....	74.00
Supervisor* (Soils or Concrete), hr.....	66.00
Lab Coordinator*, hr.....	66.00
Engineering Assistant*, hr.....	61.50
Field Engineer*, hr.....	57.50
Geologist*, hr.....	57.50
Senior Technician*, hr.....	48.50
Technician II*, hr.....	46.25
Technician I*, hr.....	44.75

SOILS

Atterberg limits (liquid and plastic), ea.....	63.50
California Bearing Ratio (CBR), pt.	
First point.....	555.00
Additional points.....	148.00
Consolidation (includes time curves), ea.....	555.00
Density, ea.....	33.00
Direct shear, pt.....	328.00
Gradation, ea.	
Hydrometer analysis.....	69.00
Minus #200 sieve.....	37.00
Sieve analysis.....	66.00
Loss-on-ignition (organic content), ea.....	48.00
Miniature vane shear, ea.....	63.50
Moisture content, ea.....	4.50
Permeability, ea.	
Constant head.....	260.00
Falling head.....	230.00
Triaxial cell.....	305.00
pH, ea.....	21.50
Proctor moisture-density, ea.	
Standard.....	154.00
Modified.....	175.00
Check point.....	58.00

SOILS (cont.)

Resistivity, ea.....	42.00
Rock core classification, ft.	3.00
Sample splitting or oversized particles, ea.	48.00
Shelby tube extrusion, ea.	10.00
Specific gravity, ea.	160.00
Swell pressure	
Swell pressure only	330.00
Including strain	365.00
Triaxial compression, pt.	
TX-UU	
w/o back-pressure saturation	165.00
w/ back-pressure saturation	245.00
TX-CU (including back-pressure saturation and pore pressure measurements)	370.00
Unconfined compression, ea.	80.00
Visual-manual classification, ea.	4.50

AGGREGATES

Absorption, ea.	
Fine aggregate	160.00
Coarse aggregate	110.00
Coarse aggregate gradation, ea.	
Sieve analysis	140.00
Minus #200 sieve	70.00
Deleterious content, ea.....	70.00
Dry-rodded unit weight, ea.	42.50
Fine-aggregate particle shape, ea.....	110.00
Flat and elongated particles, ea.	70.00
Fractured face count, ea.....	70.00
L.A. abrasion, ea.....	275.00
Organic impurities, ea.....	90.00
Sand equivalent, ea.	105.00
Sodium sulfate soundness, ea.	305.00
Specific gravity, ea.	
Fine aggregate	160.00
Coarse aggregate	110.00

CONCRETE

Alkali silica reaction (ASR)	Priced per requested scope
Compressive strength, ea.	
Concrete cylinders	12.75
Concrete masonry units	53.00
Cores.....	40.00
Grout	23.50
Mortar.....	12.75
Shotcrete cubes	32.00
Concrete shrinkage/expansion (three beams)	400.00
Flexural beams, ea.	40.00
Floor slab calcium chloride moisture kits, ea.....	20.00
Mix design.....	Priced per requested scope

ASPHALT

Asphalt content and gradation, ea.....	185.00
Bulk density of core sample, ea.....	40.00
Marshall mix design	Priced per requested scope
Marshall stability and flow (3 samples), ea.....	305.00

Maximum specific gravity (Rice), ea.....145.00

EQUIPMENT

Coring bit wear charge, in.	
Asphalt	5.10
Concrete.....	6.10
Coring machine, day.....	70.00
Dynamic cone penetrometer, day.....	65.00
FACE Dipstick (floor flatness and levelness), day.....	135.00
Generator, day.....	26.50
GPS unit, day	
Basic.....	4.25
High-precision	95.00
Mobile lab, day	
Concrete and soils	12.75
Superpave asphalt	40.00
Nuclear moisture-density gauge, day	
w/o GPS	23.50
w/GPS (basic)	27.50
Paint thickness gauge, day.....	21.50
PID (photoionization detector), day	53.00
Profoscope rebar locator, day	80.00
Protimeter relative humidity and moisture detector, day	80.00
Vehicle, mi.	0.61

TERMS & CONDITIONS

- 1) Overtime is >8 hours per day, or Saturday, Sunday, or holiday work. The following multipliers apply for personnel categories with an asterisk (*): 1.35 for overtime and 1.085 for MoDOT (Missouri Department of Transportation) outsource inspection work.
- 2) Hourly rates apply to meetings, travel, and sample pickup for all personnel categories.
- 3) There is a minimum charge of 2 hours of technician time per job site visit, except for pickup of concrete cylinder and masonry samples.
- 4) Unit rates for laboratory tests include normal sample preparation (i.e., drying, trimming, or remolding), but do not include obtaining samples, special or modified test procedures, admixture incorporation, preparation of difficult samples (e.g., breaking down heavy clays), or interpretation of the test results. Time associated with obtaining samples and transporting them to the laboratory, performing special or modified test procedures, incorporating admixtures (e.g., lime products, cement, and CKD), preparing difficult samples, evaluating data, and presenting engineering opinions and recommendations will be billed at the personnel rates.
- 5) Daily rates for equipment apply to the full day or any part thereof.
- 6) Expenses and reimbursables are charged at Cost + 15%. Drilling, dozer (clearing or moving assistance), special and environmental testing, surveying, subconsultant, and other subcontract services are charged as an expense.

GENERAL CONDITIONS

PARTIES AND SCOPE OF WORK: Midwest Testing (hereinafter referred to as "Midwest") is the company performing the Work described in the attached proposal. "Work" means the specific exploration, testing, engineering, or other service to be performed by Midwest as set forth in Midwest's proposal, including all labor, materials, equipment, and services to be provided by Midwest. "Client" refers to the person or business entity ordering the work to be done by Midwest. If the Client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said Work.

RIGHT-OF-ENTRY: Client will provide for access and right-of-entry to the site as is necessary for Midwest to perform the Work. Midwest shall take reasonable measures and precautions in an attempt to minimize cosmetic damage to the property and any improvements located thereon as the result of its Work or the use of its equipment, including but not limited to damage or destruction of landscaping and trees; however, Midwest shall not be responsible for the restoration or repair of any such damages.

UNDERGROUND UTILITIES: Midwest will take reasonable precautions to avoid damage to below-grade structures and utilities, including, where applicable, contacts with Client personnel with knowledge of possible obstructions, review of utility plans made available to Midwest, and utilization of underground utility locating services provided by the applicable public utility companies. Unless agreed in writing to the contrary, the Client agrees to indemnify and save Midwest harmless from all claims, suits, losses, costs, and expenses, including reasonable attorney's fees, made or incurred for personal injury, death, or property damage arising from or as a result of damage to subsurface objects, structures, lines, or conduits as a consequence of the Work.

RESPONSIBILITY: Except with respect to its Work, Midwest shall have no control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs at the Work site.

SAMPLE DISPOSAL: Midwest will retain all soil and rock samples for a minimum period of ninety (90) days after submittal of the report. Storage beyond ninety (90) days, or transfer of the samples, can be made at the Client's expense upon written request.

PAYMENT: Client shall be invoiced once each month for work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of the invoice date. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay Midwest's cost of collection of all amounts due and unpaid after sixty (60) days, including interest, court costs, and reasonable attorney's fees. The parties agree that any suits brought to enforce any portion of this Agreement shall be filed and heard in the Circuit Court of St. Louis County, Missouri.

REIMBURSABLE EXPENSES: Out-of-pocket expenses including, but not limited to, transportation, reasonable lodging and meals for out-of-town assignments, and courier fees shall be billed in addition to fixed and not-to-exceed fees in accordance with Midwest's *Fee Schedule*.

TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, Midwest shall be compensated by the Client for all services performed up to and including the termination date, including reimbursable expenses.

OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, computer data, drawings, and other documents prepared by Midwest, as instruments of service, shall remain the sole property of Midwest. The Client retains the right to copy and distribute reports and drawings, and obtain additional copies from Midwest.

WARRANTY: Midwest's services will be performed, its findings obtained, and its reports prepared in accordance with generally accepted engineering principles and practices. In performing its professional services, Midwest will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either express or implied.

DISCLAIMER: Statements made in Midwest reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Client acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Midwest and that the interpretations and recommendations made by Midwest are solely based on the information available to Midwest. Midwest will not be responsible for interpretations made by others using the information developed by Midwest.

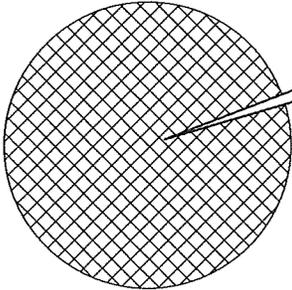
INSURANCE: Midwest represents that it and its subcontractors provide workers' compensation insurance for their employees to the extent required by statute. In addition, Midwest has purchased public liability, professional liability, and property damage insurance policies in amounts it deems to be adequate and appropriate. Certificates setting forth these coverages and their limits shall be provided by Midwest's insurance carrier(s) upon request by the Client. Subject to the terms, conditions and limits of such insurance, Midwest shall indemnify and hold Client harmless from and against claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Midwest or its officers, agents or employees. Client shall provide the same protection to Midwest to the extent of its negligence. In the event that the Client shall bring any suit, cause of action, claim, or counterclaim against Midwest, the Client shall pay Midwest the costs and expenses incurred by Midwest to investigate, answer and defend the same, including reasonable attorney's and witness fees and court costs, in the event that Midwest shall prevail in such suit.

GENERAL: In the event that any provision of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents. Neither the Client nor Midwest may delegate, assign, sublet, or transfer his duties or interest in this Agreement without the written consent of the other party. This Agreement constitutes the entire understanding of the parties and may be modified only in writing by the agreement of both parties.

Fill Project Vicinity Map

Highway 287

Arapahoe Rd



Fill Area

