Carbondale & Rural Fire Protection District
Meeting of the Board of Directors
January 14, 2026
11:00 a.m.

Agenda

A. Call to order & roll call

B. Consent Agenda
   1. Approve Previous Minutes
   2. Current Bills & Balances
   3. Posting Places Resolution, 2026-001

C. Persons Present Not on the Agenda

D. Employee Length of Service Awards

E. Staff Reports
   1. Chief's Report
   2. Attorney's Report
      a. 888 Prospector Trail Issue Update
   3. EMS Division – 2026 Ambulance Billing Rates Proposal
   4. Other

F. Financial Report
   1. Other

G. Old Business
   1. Other

H. New Business
   1. General Contractor and Design Team Contracts
   2. Garfield County Communications Authority Member
   3. 2026 Construction Team Members
   4. Chief Goodwin Annual Evaluation
   5. Other

I. Adjourn

CARBONDALE & RURAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS | REGULAR MEETING DECEMBER 10, 2025

The Board of Directors of the Carbondale & Rural Fire Protection District met for their regular meeting on December 10, 2025 at the Carbondale Fire Headquarters/Training Building. President Gene Schilling called the meeting to order at 11:02 a.m.

ROLL CALL

Directors Present:
Gene Schilling, President
Mike Kennedy, Vice President
Michael Hassig, Secretary/Treasurer
Gretchen Stock Bell, Director
Angie Davlyn, Director*

Also Present:
Rob Goodwin, Fire Chief
Jenny Cutright, Deputy Chief - Admin
Brandon Deter, Division Chief -Training
Garrett Kennedy, Assistant Chief - EMS
Meagan Holland, Office Manager
Josh Greene, Division Chief - Maintenance

** Attended via teleconference*

CONSENT AGENDA
The items on the consent agenda were:

- Approve Current Bills and Balances
- Approve the Minutes of the November 12, 2025 regular meeting

Motion made to approve the consent agenda as noted. It carried and passed unanimously.

PERSONS PRESENT NOT ON THE AGENDA
There were no members of the public present.

2026 BUDGET ADOPTION
The 2026 budget was presented with minor revisions. The reserves are being increased and are budgeted to $28 million at the end of 2026, with $4 million unrestricted.

MOTION: made to approve Resolution 2025-009, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Carbondale & Rural Fire Protection District, Colorado, for the Calendar Year Beginning on the First Day of January, 2026, and Ending on the Last Day of December, 2026. It carried and passed unanimously.

MOTION: made to approve Resolution 2025-010, A Resolution Levying General Property Taxes for the Year 2026 to Help Defray The Costs of Government for the Carbondale & Rural Fire Protection District, Colorado, for the 2026 Budget Year. It carried and passed unanimously.

MOTION: made to approve Resolution 2025-011, A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purpose as Set Forth Below, for the Carbondale & Rural Fire Protection District, Colorado, for the 2026 Budget Year. It carried and passed unanimously.

MOTION: made to approve Resolution 2025-012, A Resolution Designating All Year-End Fund Balances as a "Reserve Increase". It carried and passed unanimously.

MOTION: made to approve Resolution 2025-013, A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted (General Fund) for the Carbondale & Rural Fire Protection District, Colorado. It carried and passed unanimously.

MOTION: made to approve Resolution 2025-014, A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted (Capital Projects Fund) for the Carbondale & Rural Fire Protection District, Colorado. It carried and passed unanimously.

MOTION: made to approve Resolution 2025-015, A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted (Capital Replacement Fund) for the Carbondale & Rural Fire Protection District, Colorado. It carried and passed unanimously.

STAFF REPORTS

Chief's Report The Redstone 800 MHz project is going well. Pitkin County will be installing equipment before the end of 2025. The State will tune the radios to make them operational.

ISO completed its evaluation of the District. The District's ISO rating remains a Class 3, with an improvement in the overall score compared to the previous evaluation.

FINANCIAL REPORT

Bond Parameters Resolution The Board considered the resolution to establish the terms and conditions for the issuance of the general obligation bonds. The resolution authorizes the District to proceed with issuing the bonds within the limits approved by voters, including setting maximum principal amount, interest rates, maturities, and related bond documents, and authorizes the levy of property taxes necessary to repay the bonds.

MOTION: made to approve Resolution 2025-016, A Resolution of the Board of Directors of Carbondale and Rural Fire Protection District Authorizing the Issuance of General Obligation Bonds for the Purposes Approved at the November 4, 2025 District Election; Authorizing The Levy of Property Taxes to Pay the Bonds; Providing the Form of the Bonds and Other Details in Connection Therewith; And Approving Other Documents Relating to the Bonds. It carried and passed unanimously.

Board Member Conflict of Interest Disclosure

All board members signed conflict of interest disclosure forms as part of routine governance and compliance requirements.

ADJOURN
Motion made to adjourn the Board of Directors meeting at 11:26 a.m. It carried and passed unanimously.

Respectfully submitted,
Jenny Cutright, Recording Secretary

Chief's Report & Updates – January 13, 2026

2025 Briefing

I know that the Year End Report can be pretty laborious so, I have put together a highlight list of some of the projects, issues, events etc, that we have accomplished, addressed or worked on for extended periods this past year. Hope this will help to simplify things a bit.

- 2025 Standard of Cover update and implementation
- 2025 ISO inspection and interviews
- Garfield County FMLD traditional grant submittal – In-station paging with 2 other fire districts
- Strategic planning focused on decision regarding November election questions.
- Survey with Magellan Strategies
- Serpentine Trail near Marble wildfire mitigation project completion
- 888 Prospector Trail property owner issue and complaint issue/process
- Marble area wildfire evacuation, fire modeling and community outreach program
- Town of Carbondale wildfire scenario and evacuation planning. Also, moving into fire modeling and large scale evacuation planning
- Town of Carbondale ICS training and scenario based trainings with Trustees and department heads
- GARCO communications center automatic aid paging issue along with Mission Critical team producing survey of both GARCO and Pitkin comm centers along with solutions. Still ongoing.
- Station 81 Operations building expansion project completion
- Palisades Fire deployment in January 2025 along with 12 wildfire deployments in Colorado and western U.S.
- Many community meetings and talks leading up to 2025 wildfire season
- Programming and designing new first due fire engine to replace Rescue 81, chassis purchased late 2025.
- Aspen Glen cell tower completion and negotiated fee agreements
- Colorado Wildfire Resiliency Code adoption and collaboration with counties and municipalities
- Station 82 800 mhz radio repeater site and backup generator project completion
- Updated CRFPD bylaws
- Many local wildfire responses
- Record year for incident responses – 2025 total calls for service 1985
- Marc Bassett death and memorial
- Summer and Fall election information project, many public meetings, lots of media and social media output
- Attended Colorado State Fire Chiefs Critical Issues Briefings, participated on state level with taxation and revenue issues affecting fire districts
- New fire code adoption processes with 3 counties and 2 municipalities. Hopeful completion in 2026
- Homestead Ranch subdivision possible request for inclusion in fire district
- Pinion Pines tenant and wildfire safety issue with Garfield County Building Department
- USFA/FEMA Gunnison County-Marble wildfire evacuation planning and exercise
- Brought on new Medical Director for CRFPD ambulance service
- MOUs/IGAs with CMC codifying partnerships with fire science and fire academy programs, also CMC usage of training building/grounds and housing CMC training engine at Station 81
- New/Old Rescue Truck completion and in-service
- Roaring Fork Leadership – Andrea Palm-Porter 3 all-staff sessions on communications, relationships and CRFPD culture
- Application for FEMA SAFER grant – result unknown
- Meetings with Regional Chiefs every other month. Now in its third year and has become quite successful
- Wilderness Workshop Congressional wilderness designation push throughout 2025 and 2026

Thank you very much,

Rob Goodwin

2025 Year End Report

The District

Carbondale & Rural Fire Protection District encompasses the towns of Carbondale, Redstone, and Marble. Additionally, CRFPD extends to the Eagle County line along the Highway 82 (MM 17) corridor, up onto Missouri Heights, to the west to Spring Valley, including the CMC campus, and then toward Glenwood Springs along Highway 82 to mile 6. The District's area is approximately 300 square miles. There are five stations: Marble, Redstone, Carbondale, Missouri Heights, and in the West end near the CMC turnoff at CR 114.

CRFPD provides Advanced Life Support (ALS) ambulance service, Fire Suppression, Wildland Fire Suppression, Technical Rescue, Swiftwater Rescue, Backcountry Rescue, Hazmat Response, Public Outreach including: Community CPR/AED training, First Aid training, Public Safety Education, Community Event Standby Coverage, Life/Fire Safety Education for Schools, Wildland Fire Home Mitigation Consultations, Plan Review, Fire Inspections and Home Safety Inspections (if requested). Additionally, CRFPD partners with Roaring Fork School District and Colorado Mountain College to produce academies and post-secondary degree and certification education in order to ensure future generations of excellent emergency responders in the region.

CRFPD is a Combination Fire District. This means that we are staffed with a combination of full-time paid members and volunteer members. Currently, we have 35 full- & part-time career employees, along with 38 dedicated volunteers. Our people are our most precious resource and accordingly, we place a significant emphasis on ensuring that all of our people are well trained and equipped with modern, high-quality equipment. The safety of our members is our number one priority.

Organizational History

Carbondale & Rural Fire Protection District was founded in 1953 as an all-volunteer fire department and remained as such until 1980 when the first paid fire chief was hired to lead the organization. The District began providing modern ambulance service with volunteer EMT-Basics in 1978.

In the early 1980s, the Colorado EMT-Intermediate certification program was institutionalized and some Carbondale volunteers began the slow, methodical change to providing Advanced Life Support Services to the community. Currently the District operates four ambulances staffed and equipped to Advanced Life Support standards including at least one paramedic on every emergency call. Over the years, the ever-increasing demand and expectations of the public for advanced level emergency medical services has driven the need for more career EMTs and Paramedics at CRFPD.

The same demands for service have driven the need for additional career firefighter positions at CRFPD. All District operations are managed by a professional, career Deputy Chief in charge of Operations. Additionally, the Administrative, Maintenance, Training and Human Resources Divisions are led by Division Chiefs, Deputy Chiefs, or Directors.

Mission Statement

To Forge a Legacy of Superb Service and Partnerships
Rooted in Love and Excellence

Compassion ● Culture ● Commitment

Vision Statement

It is the vision of Carbondale & Rural Fire Protection District to create a leading all-hazards emergency service organization. By developing exceptional personnel and maintaining partnerships, we will deliver outstanding service to our communities while ensuring fiscal sustainability and continuing our People First culture.

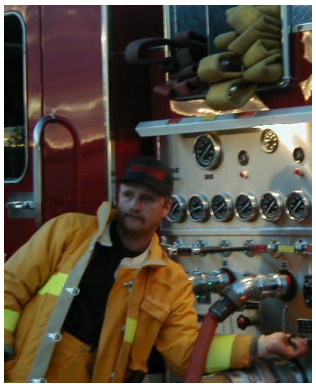
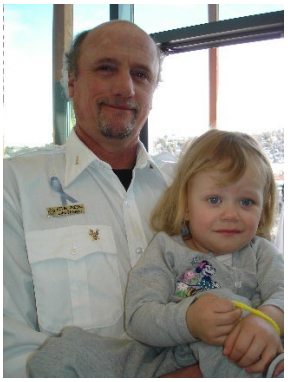


People

Retirement

In the first half of 2025, our long-time Maintenance Division Chief Kevin Greene retired from service. Kevin Greene served for 22 years as our Maintenance Chief and many more years prior as a volunteer firefighter. Kevin was part of every planning group involved in specifications and purchasing of every apparatus, vehicle, equipment and building for over 22 years. His work and dedication has kept our people safe while responding to thousands and thousands of emergency incidents.
We will never be able to than Kevin Greene enough for his huge contributions to the people of our fire district.



Promotions

Also, in the July of 2025, Josh Greene was promoted to Division Chief of our Fleet & Facilities Division. Josh has been with CRFPD for years and he is vital to our program. For many years, Josh has been the go-to person that ensures that all of our vehicles, apparatus and facilities are kept up-to-date and running well. His great work has always been a keystone to our safety and success. Now, Josh is leading this division and we could not be more happy that he will be at the helm for years to come!

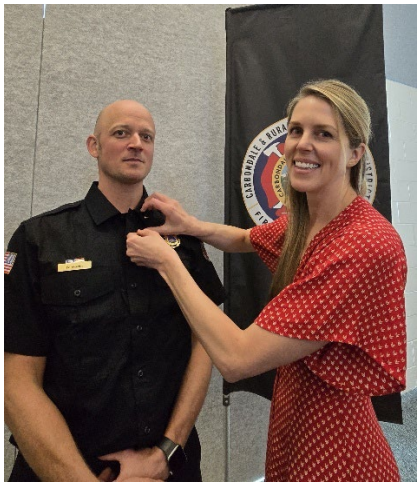






Promotions continued:

Neal Martin has been a firefighter/paramedic with CRFPD since 2023 and is one of our outstanding front-line responders. In September 2025, Neal was promoted to Lieutenant on A Shift. Neal had to spend several months recovering from a bad knee injury that he sustained in the late winter of 2025 but, Neal is ready to go and he will be an outstanding leader here at CRFPD!

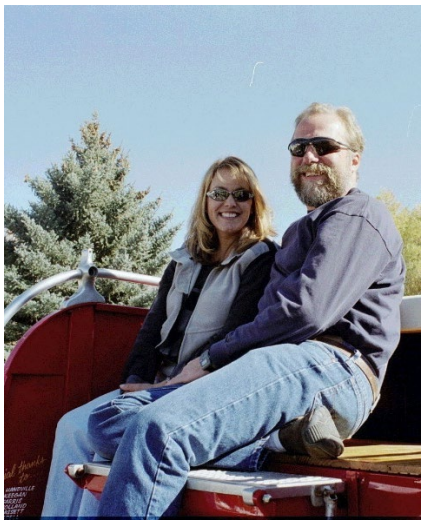


Passing of a Great Volunteer

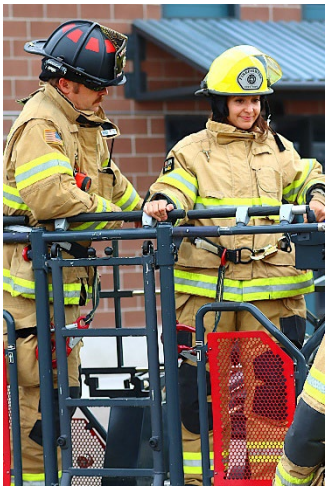
Marc Bassett was a volunteer firefighter and Fire Captain at CRFPD for more than 12 years. Additionally, Marc volunteered at Basalt Fire for over 11 years before coming to CRFPD. Marc really was a “Firefighter’s Firefighter”. He mastered every discipline including structural and wildland firefighting, vehicle extrication, rescue, both low angle and technical. Marc also assisted in emergency medicals too numerous to count, always knowing where every piece of equipment was located on an ambulance and he had it ready when the medics needed it.
Marc, participated in many of the largest fires and incidents in the Roaring Fork Valley’s history. Those include: 1994 Storm King Mountain Fire, 2002 Coal Seam Fire, 2002 Panorama 2, the 100 Road Fire and more. On many of these incidents, Marc was in a leadership position, leading crews in the firefight as a division supervisor or group leader.

Marc was a great firefighter specifically because of his great love for the people that he served and the crews that he served with. Marc’s devotion to others was one of the driving forces that pushed him to become skilled at everything he did. Marc was not only an excellent leader but, a great friend to so many people. His love for others was evident in everything he did.

Marc passed away suddenly and unexpectedly on June 11, 2025. His passing has left an unfillable void in the lives of many of us who knew him. Marc Bassett is one of the legends and pillars of firefighting in the Roaring Fork Valley. We all stand on his shoulders and he helped make the path clear for generations to come.








Volunteers

Carbondale & Rural Fire Protection District has a rich history of volunteerism and community service.

We stand on the shoulders of the great people who came before us, building the firm foundation that supports who we are today and guides what we will become in the future. Our communities can take immense pride in the neighbors, friends, and loved ones who paved the way over the past seven decades with their dedication and vision.

We owe a great debt of gratitude to them all.

Calls For Service Increase Again in 2025

Calls for service are the highest priority for the members of CRFPD. In 2025, we experienced another record year in the number of calls for service.

Our Emergency Responders carry a tremendous load each day, ensuring rapid and appropriate level of response while maintaining a high standard of care for the people who need our help. Equally vital is their commitment to ensuring that every responder returns home alive and well. Achieving this level of excellence requires more than simply responding to the incidents, it involves extensive preparation and dedication. CRFPD firefighters and medics engage in thousands of hours of training each year to ensure that they can operate efficiently as a team, while staying current on the latest education, techniques and equipment operation. Their effort ensures that we deliver outstanding, life-saving care while safeguarding our own health and ensuring readiness for the next call.

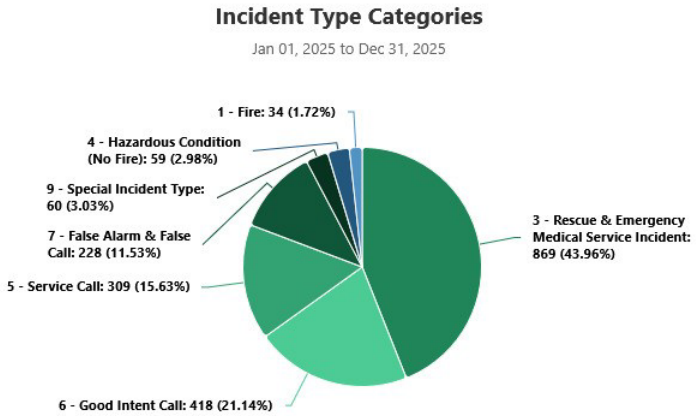
The National Fire Protection Association (NFPA) establishes standards to ensure adequate and safe response for Fire and EMS services nationwide. Due to the issues defined above, CRFPD is still unable to consistently staff engines and ambulances to meet the NFPA standards. This deviation from the standard is a serious problem across the Fire Service and inadequate staffing is frequently identified as the primary cause or significant contributing factor to emergency responder injuries and deaths each year. NFPA standards are built from lessons learned due to tragic injuries and deaths of our fellow responders. At CRFPD we remain steadfast in our commitment to advocate for policies, funding and training necessary to protect our most valuable resource—our people.

In **2025** CRFPD responded to **1985** calls for service.

We are an All-Hazards Response Organization, so when someone calls 911 for help we go.

Incident Type

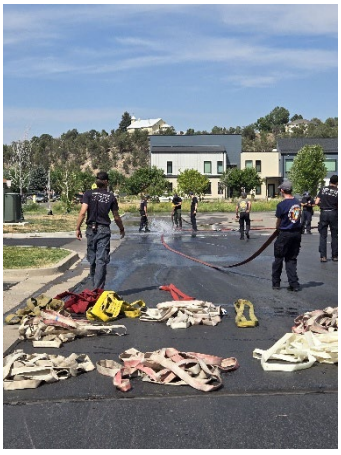
Structure Fires		18
Other Fires		16
EMS/Rescue		737
Service Call		309
Good Intent		418
False Call		228
Motor Vehicle Accident		132
Special Incident		60
Total		**1985**













Wildfire Season and Deployments

Local Fire Season

The 2025 local/regional wildland fire season was a busy year, as the western portions of Colorado experienced a significant period of drought throughout the summer. CRFPD responded to local fires, along with deployments to national calls for assistance. Fire behavior in the Western United States during 2025 was again very severe. CRFPD did its best to respond to national requests for assistance during the busy fire season.

During the busy summer season, the District increases staffing to support daily wildland fire patrols. In 2025, we staffed two wildland engines seven days a week, covering both the north and south ends of the District. The primary goal of these patrols is to "*Keep Small Fires Small*". This is accomplished by having crews patrol high risk areas during the critical burn period, ensuring the quickest possible response to fire calls. While on patrol crews extinguished numerous campfires that were left unattended, many were found at dispersed campsites in the Crystal Valley and Thompson Creek areas. Locally, CRFPD responded to approximately 40 wildfire incidents in and around the District.

In our region, CRFPD responded to numerous wildland fires across the State of Colorado. We responded to the Black Canyon of the Gunnison, Turner Gulch, Derby, Stoner Mesa fires along with several fires in the Parachute and Rulison areas and more. In our own fire district, the Coulter Creek Fire threatened to become an extremely dangerous incident. Along with local, regional and federal partners including multiple aircraft, we were able to bring that fire under control in one day. This turned out to be particulary important as the Elk and Lee fires near Meeker both took off that day and became extremely large fires that required many resources and months of firefighting efforts to control. CRFPD ended up responding to the Lee Fire as well during that period.







Deployments

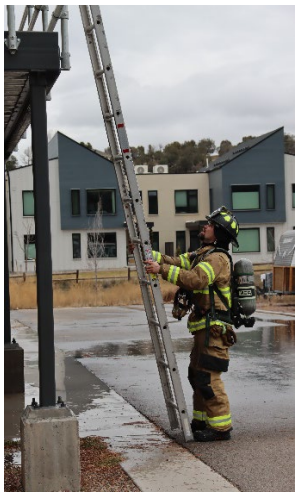
In addition to local wildfire response, CRFPD stepped up to answer national call for assistance. Our crews and engines deployed twelve times to help at large wildfires in Colorado and the Western US. These deployments require a significant commitment, with each crew spending up to 14 days on assignment, plus travel time. 2025 was a challenging year as there were many large fires happening simultaneously in the Western US, and fire managers faced difficulties securing adequate numbers of crews and apparatus. Our ability to contribute to these efforts was vital, and we are proud to have supported as many incidents as possible.

During national deployments, the federal government compensates the District for the time and use of our firefighters and apparatus. We are also reimbursed for backfilling the deployed positions, so we can ensure our local 911 response remains fully staffed and operational. Deployments provide crucial support to communities that need help, along with strengthening our crew's experience for future incidents.

2025 Training

Training is “The Golden Key”. It is vital preparation so we can perform effectively in emergency situations. High-quality, consistent training is the cornerstone of our success. Given the diverse nature of emergencies we respond to, our training spans numerous disciplines. In 2025, our members completed **10,135** hours of training in various disciplines, demonstrating a strong commitment to operational readiness, tactical incident response, and leadership development, with a focus on interpersonal relationships. This remarkable amount of training hours reflects the dedication of our volunteers and career members.



Individual Commitment

The members of Carbondale Fire District, both volunteer and career, are dedicated to achieving excellence. Their commitment to proficiency ensures the delivery of the highest standard of care to the communities we serve.

Commitment To Regional Excellence

In addition to personal professional excellence, many members of CRFPD are certified and experienced instructors. Many participate in the regional Fire Training Consortium, which includes agencies from Aspen to DeBeque.

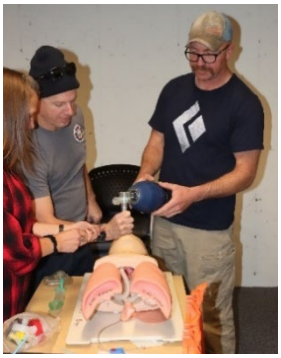




Educating Future Generations

Working in partnership with Colorado Mountain College (CMC) and Roaring Fork School District (RFSD), we have implemented programs aimed at preparing high school students for careers in emergency services. These programs allow students to begin their training in high school, earning certifications in basic firefighting and Emergency Medical Response. These courses provide college credit and allow students to seamlessly transition to college students in CMC's Fire Science and Paramedicine programs after high school graduation.
These programs equip students with the certifications needed to start a career in the fire service. It also allows local students to pursue Paramedic-level certification. These certifications open the door to rewarding and well-paying careers, while allowing them to stay in our community.

The ongoing development of these programs is a win-win for students and fire service agencies. By cultivating a skilled workforce locally, we help address the growing demand for highly trained emergency responders while offering young people opportunities to build rewarding careers.







Prevention Division

CRFPD's Prevention Division is responsible for a wide range of programs and services in our communities, including essential tasks of plan review and code enforcement, along with working with the municipal and county building departments across counties. The Prevention Division also reviews and provides input on proposed developments in the District. Additionally, wildfire prevention and mitigation is a high priority that CRFPD works on in coordination with local, state, and federal agencies. Wildfire mitigation is one of the most effective strategies we have to prevent and reduce the potential impact of a large wildfire— an event that could significantly affect our district and its residents. By working proactively, we strive to safeguard lives, property, and the environment from the devastating effects of wildfires.

Some of the areas that the Prevention Division is responsible for are:

- Plan review from 3 separate counties – Garfield, Pitkin, and Gunnison
- Code enforcement issues with 3 separate counties
- Inspections for fire alarms, fire sprinkler systems, restaurant kitchens/hood systems
- Plan review and inspections of new and existing construction with the Town of Carbondale
- Code enforcement for properties with the Town of Carbondale
- Wildland fire mitigation consultations for home and property owners throughout the Fire District

- Wildfire hazard identification and mitigation projects with multiple federal, state, and local government agencies
- Assist with development of county wildfire plans and county hazard mitigation plans for multiple counties
- Wildfire mitigation projects throughout the Fire District
- Participation in the Roaring Fork Valley Wildfire Collaborative (RFVWC)

Wildfire Mitigation Projects

Wildfire home mitigation consultations were a cornerstone of our outreach programs in 2025. We conducted over 150 wildfire mitigation consultations with individual property owners and homeowners associations, emphasizing proactive mitigation. The 2025 wildland fire year underscored the critical role of these efforts in safeguarding lives and property. We extend our gratitude to everyone in the District who did their part to improve life and property safety.

CRFPD's participation in the Wildfire Collaborative Roaring Fork Valley (WFCRFV) was fruitful in 2025. In Gunnison County, we collaborated with WFCRFV and USFS on an ongoing fuel reduction project in and around the Serpentine Trail subdivision. As part of this initiative, in 2024, we conducted a pilot project focused on roadside fuel reduction, which demonstrated the importance of fuel reduction throughout the entire subdivision. Building on this success, we were able to complete the entire fuel reduction project in 2025, helping to ensure that property owners are able to quickly and safely evacuate in the event of a wildfire.







Public Outreach and Education

Spanish Language Outreach

CPR/AED Courses

CRFPD's commitment to delivering CPR/AED training encompasses the entire community, CRFPD delivered several Spanish Language CPR Classes to our non-English speaking community members. These classes are very well attended and help spread the ability to deliver life-saving care across the District.

Spanish Language Website and Newsletter

CRFPD is the first agency in the region to establish a Spanish language website for folks in the District. The website is the same as our English site, but entirely in Spanish. CRFPD's monthly newsletter and social media posts are also produced in Spanish and English.

Special Events

Halloween and Santa Fire Engine Events

The Halloween and Santa Fire Engine community are extremely popular. Both events were big hits that had our engine lit up and playing music as it made its way around Carbondale and throughout the West End of the Fire






District. The turnout was huge this year and many folks, young and not so young enjoyed the party. People love this annual tradition! We also participated in the annual Christmas Tree lighting in downtown Carbondale.

Letters to Santa

2025 continued a new locals favorite event in December. We invited children to write Letters to Santa and drop their letter in a special mailbox at Headquarters. We received and responded to almost 200 letters from children in both English and Spanish. This is turning into a great annual event!

Mountain Fair Bike Helmets For Kids Giveaway

The annual bike helmet giveaway during Mountain Fair was once again a huge hit. We were able to properly fit and distribute almost 200 bike helmets for children in our communities. CRFPD has partnered with the Garfield County EMTAC and Aloha Mountain Cyclery for many years to make this important child safety program a success. Our goal of preventing head injuries in children is highlighted by this event.

Other Events in 2025

CRFPD is dedicated being a present and vital part of our communities. Other community events we participated in include:

- CRFPD Annual Open House
- Mountain Fair
- First Friday in Carbondale
- Festival De Salud
- Carbondale Rodeo
- Redstone Summer Concert Series
- Serving Lunch to our Seniors every month at Senior Housing
- Redstone Grand Illumination
- Marble Fest
- Senior Resource Fair with Sopris Lodge
- Potato Days – Carbondale
- Lead King Loop
- RFHS homecoming bonfire














Partnerships

CRFPD has established strong relationships with many organizations and groups, including Carbondale Senior Housing, Colorado Mountain College, Roaring Fork High School, Carbondale Rotary Club, and many others. We are committed to new connections throughout the District and neighboring counties. These partnerships are vital to our mission of delivering premier levels of care to the people we serve. We recognize that no single agency or organization can meet every challenge alone, collaboration is essential.









Fiscal Responsibility

The Board of Directors and District staff work closely to develop and manage the budget each year, ensuring fiscal responsibility and alignment with CRFPD's mission. We are deeply grateful for the continued support of the voters in the Fire District, which enables us to meet the growing needs of our community.

Guided by the Board of Directors, the 2025 Strategic Plan outlines a path for improving staffing levels and prioritizing critical capital projects. These efforts ensure our ability to provide a high Standard of Care to our citizens and visitors, both now and in the future. It is vital we pave the way for the next generation of responders. By equipping them with the tools, resources, and training necessary for success, we are able to lay the foundation to provide even greater service to those who call for our assistance.

In November of 2025, the CRFPD Board of Directors placed two tax measures on the ballot for voters to decide questions on revenue increases for our general fund and a $30 million bond issue for needed capital projects.
Continued next page-
Fiscal continued

SALES TAX

The general fund measure consisted of a sales tax question for voters. The voters approved this measure by over 60% in favor, in fact, almost 2 to 1! The revenue from the sales will provide funding to several critical areas at CRFPD, they include:

2026 FUNDING DISTRIBUTION GENERAL FUND & CAPITAL REPLACEMENT		
ANNUAL REVENUE		
Total Sales Tax Revenue		$5,430,745.00
ANNUAL EXPENDITURES		
Staffing Positions		$2,453,910.51
General Fund Operating		$890,124.00
Increase		
Apparatus & Equipment		$1,193,070.00
Replacement Fund		
Emergency Reserves		$893,640.49
TOTAL		**$5,430,745.00**



RESPONDER STAFFING LEVELS

Currently, CRFPD responder staffing levels are at 6 Firefighter/Medics per day or shift. Sales tax revenue will allow CRFPD to get to 11-12 responders per shift. This improvement in staffing will go a long way to enable us to meet the minimum national standards for safe and effective response levels. (NFPA 1710).

GENERAL FUND

An increase in CRFPD's General Operating fund will allow us to continue to provide up to date equipment, health and wellness benefits along with continuing and improving our outstanding training and education programs. Additionally, we will be able to continue and expand our public safety and education programs for every citizen in our fire district.

APPARATUS & EQUIPMENT REPLACEMENT FUND

This fund was created in 2018 to enable us to replace apparatus and equipment on safe and prudent schedule. Our current level of annual funding for this replacement program is woefully underfunded, particularly since 2020 and the cost increases that have occurred since.

EMERGENCY RESERVES

Over the past 2-3 years as property tax revenues have decreased due to changes from the state legislature, we have had to use a portion of our reserves each year just to maintain our current levels of service to the community. This is unsustainable and funding from the proposed sales tax will enable us to rebuild our emergency reserves to fiscally prudent levels that we have maintained for times like these.





BOND ISSUE

In November 2025, voters also approved a tax measure to fund $30 million in bonds for the fire district that

will enable us to complete a number of much needed capital projects that will allow us to build and/or improve several fire stations. Just as importantly, the lion's share of the bond revenue will be used to construct Workforce Housing for our volunteers and career staff that are living out of the fire district or are housing insecure. These important projects will go a long way in helping CRFPD recruit and retain high quality firefighters, EMTs and Paramedics. Our folks will be able to have a chance to live and work in the fire district and have the ability over time, to establish themselves, purchase their own home and become a permanent part of the fabric of our extraordinary communities. These bond projects include:

WORKFORCE HOUSING – CAREER AND VOLUNTEER

Station 81 Carbondale – 12 WF Housing units – 10,519 sq. ft.
Cost: $12,500,000

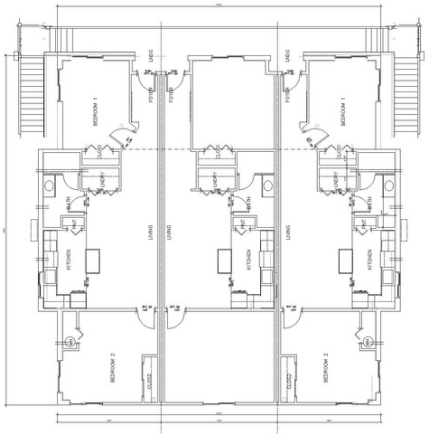
Station 82 Redstone – 2 Current WF Housing Units. Additional 4 WF Housing Units – 3,125 sq. ft.
Cost: $2,500,000

Station 83 Marble – 4 WF Housing Units – 3,125 sq. ft.
Cost: $2,750,000

Station 85 Missouri Heights – 4 WF Housing Units – 3,125 sq. ft.
Cost: $3,800,000

Total - 24 WF Housing Units – 19,894 sq. ft.

Total - Workforce/Volunteer Housing - $21,550,000







FIRE STATIONS AND BUILDINGS

Station 82 Redstone – Replace 50 year old facility New Station – 3 apparatus bays and crew quarters for 4 full-time responders – 4,000 sq. ft.
Cost: $7,000,000 – with land acquisition

Station 81 Carbondale – Operations crew quarters & Admin upgrade –
Cost: $1,450,000

Total - Fire Stations and Buildings: $8,450,000

Total Capital Improvements
Cost: $30,000,000

Looking Forward to 2026






As we implement the 2025 Strategic Plan,there are several challenges the District is facing in the future. One of the most significant is ensuring adequate staffing to meet the increasing demand for emergency response services. The successful sales tax and bond questions will enable us to meet staffing demands and ensure the continuation of our high standard of care while also taking care of the people who take care of us. The combination will greatly improve response times to sick or injured people.

The successful sales tax and bond questions will also enable CRFPD to provide additional qualified and trained personnel that each division needs to maintain the levels of service and excellence that we strive to provide. Operating as a Special District means that we independently manage our own Maintenance, Human Resources, Training, Prevention, Administration, Education, and Outreach programs and divisions. Some of the responsibilities include:

- Maintenance and repair of facilities and infrastructure for five fire stations and seven locations
- Maintenance and repair of vehicles, apparatus, and equipment including 17 fire apparatus, four ambulances, eight utility vehicles and hundreds of pieces of fire, medical, and other equipment such as: SCBAs, cardiac monitors and rescue tools
- Annual testing and certification of hundreds of pieces of equipment

  Building plan reviews, code enforcement, and fire sprinkler inspections
- Public safety education and programming including: CPR, Stop the Bleed, home fire safety, and wildfire mitigation assessments
- Emergency planning and public events including Mountain Fair, Santa and Halloween fire engines, Annual Open House, and more
- Training new members, ongoing mandatory certifications and quality improvement education; assisting with CMC fire and EMT academies; teaching RFHS CEPA courses, coordinating regional training/education with local fire agencies, and hosting state and national training courses.

This new level of funding will now allow us to move forward with planning and execution of our Strategic Plan. We are extremely grateful to the people of the fire district who continue to support us in our shared mission of providing excellent service and care in every area that we touch. Thank You!





Looking Forward to 2026 continued,

Each new year presents challenges and opportunities – some anticipated and others unexpected. At CRFPD, we look forward to 2026 with the understanding that we have as much influence over shaping our future as the events that come our way. Knowing this, we move forward with hope and optimism as we look to the year ahead.

The people of Carbondale & Rural Fire Protection District are our greatest asset. I believe that this group has excelled in 2025 despite the great challenges that we have faced. Knowing the people who are our community's caretakers and rescuers gives me great confidence in our ability to provide assistance and exceptional care to the residents and visitors in the District.

As we move into 2026, my confidence in the team at CRFPD remains steadfast. I am honored to work alongside the volunteers, paid staff, and Board of Directors. They have my deepest gratitude. Together we are prepared to serve our communities with compassion, culture, and commitment.

Rob Goodwin
Fire Chief





Operations Report

January 2026

December 2025 Responses					2025 Responses YTD			
Incident Type	**2025**	**2024**	**% of Total Month/Yr**	**+/- 2025-2024**	**2025**	**2024**	**% of 2024**	**+/- 2025-2024**
Structure Fires	1	0	0.6%	100.0%	11	17	0.6%	-35.3%
Vehicle Fires	0	0	0.0%	0.0%	4	7	0.2%	-42.9%
Other Fires (100)	2	0	1.3%	200.0%	20	19	1.0%	5.3%
Rupture/Explosion (200)	0	0	0.0%	0.0%	0	0	0.0%	0.0%
EMS/Rescue (300)	64	67	41.3%	-4.5%	869	861	43.5%	0.9%
Haz. Condition (400)	9	10	5.8%	-10.0%	59	56	2.8%	5.4%
Service Call (500)	22	16	14.2%	37.5%	309	189	9.6%	63.5%
Good Intent (600)	33	22	21.3%	50.0%	418	393	19.9%	6.4%
False Call (700)	16	18	10.3%	-11.1%	228	263	13.3%	-13.3%
Severe Weather (800)	0	0	0.0%	0.0%	0	4	0.2%	-100.0%
Special Incident (900)	8	7	5.2%	14.3%	60	79	4.0%	-24.1%
Total All Incidents	**155**	**140**	**100.00%**	**10.7%**	**1978**	**1888**	**95.0%**	**4.8%**

Important Events & Projects

- Attended a pre-build meeting for the Rescue 81 replacement in Osceola, Wisconsin with Josh Greene, Harlan Nimmo, and Ashley Buss-Greene.
- Assisted Human Resources Director Kat Bernat with the promotional process for the Wildland Division Chief position.
- Participated on the Building Committee in selecting the architecture firm and general contractor who will complete the voter-approved bond projects.

Respectfully Submitted,

Michael Wagner – Deputy Chief of Operations

Board of Directors Report – Prevention

December 2025

Completed Plan/Code Reviews:

- Rough-in inspection at 1422 High Aspen (sprinkler system).
- Fire suppression system Building I cattle Creek.
- 1035 Dorais Way for Electrical (Solar) approval.
- 1035 Dorais Way for Explosive/Fire Works storage.
- 1372 W Main, sprinkler review and needed to change from a 13D to a 13R system.
- Bill Gavette worked on history of RVR sprinkler system question for AFS (Assurance Fire Systems).

Inspections:

- Kevin Weber completed 20 wildfire home assessments using Fire Aside.
- Hydrant Flow Test for CMC Carbondale.
- Hydrant Flow Test for CMC Spring Valley.
- Final inspection of 689 Main St hood and life safety systems.
- Reviewed issue with RFH gas leak issue in Boller Room. Working to apply an Knox lock on gas shut-off cage for ease of access.

Other Projects:

- Working with City of Boulder on developing Fire Aside assessment for new State Wildfire Code.
- Meeting will the Town of Carbondale and Garfield County on Colorado State Wildfire Code adoption.
- Training on use of snowmobiles and sled for rescues at Spring Gulch Ski Area.
- Completion of two nights of Santa truck in the Carbondale area. Included two nights of truck decoration.
- Complete job description for Inspector position.
- Observed Redstones Fire work and bonfire show. Included inspection of fire work set up and takedown.
- Helping Ron Leach and Town of Marble with their Colorado Wildfire Resiliency Code adoption.
- Working with Ecel's Energy and their risk analysis for power outages in commercial spaces.

Fire Investigations:

EMS Report
December 2025

EMS Patients December 2025 –

63 EMS Patient contacts in December 2025

Projects and updates–

- Manage EMS Ordering/inventory for CRFPD
- Maintain supplies/medications in vending machine for CRFPD
- Controlled substance monitoring and inventory
- Attended CRFPD All staff meeting
- Fire/EMS Report review, NFIRS /NEMSIS submissions and Q&A
- Worked on Ambulance Billing Rate Proposal
- Worked with Lt Harvey on NERIS Reporting Launch for 2026
- Continued working with Image Trend on NERIS implementation
- Coordinated and ordered several fire related budget items
- Attended the Colorado Mtn College Paramedic Advisory committee meeting
- Regular staff/Chief meetings
- Assisted with coordinating staffing for shifts/special events
- Covered On Call Chief rotation shifts
- Incident response in district as needed
- Assisted volunteers/Staff with projects and task books as needed

Respectfully submitted,
Garrett Kennedy
Assistant Chief

December 31, 2025

			Interest Rate
General Fund			
Alpine Checking		192,950.15	0.00%
Alpine Money Market Fund		962,005.56	3.75%
	TOTAL	**$ 1,154,955.71**	
Capital Projects Fund #1			
Alpine Checking		12,131.88	0.00%
Alpine Money Market Fund		40,801.06	3.75%
Alpine Impact Fee Fund		100,990.97	3.75%
	TOTAL	**$ 153,923.91**	
Capital Replacement Fund			
CSafe CRF Account		$ 444,115.00	3.88%
Bond Fund			
Csafe		$ 173,287.30	3.88%
Pension Fund			
FPPA		**$ 2,291,865.94**	

Ambulance Billing Report **November 2025**

Cash Collected on Accounts	**$**	**13,394.04**
New Accounts Billed	**$**	**79,824.00**
Medicare Assignments/Medicaid & Other Write-Offs	**$**	**24,865.72**

Aging Report

0-30 Days	31-60 Days	61-90 Days	>90 Days	Total
$126,309.24	$52,901.77	$27,573.19	$33,086.92	$239,871.12

Checks Issued Between Board Meetings

General Fund

none

Capital Projects Fund

none

Miscellaneous Income

General Fund

Holy Cross	$186.50	Member Equity
Division of Fire Prevention	$87,019.50	Wildfire Assignment
Christmas Boutique	$954.29	Donation

Capital Projects Fund

Pitkin County	$62,245.93	reimburse St 82 radio tower expenses

Carbondale & Rural Fire Protection District
Payroll Transactions
December 2025

Date	Name	Amount
1110 · Alpine Bank-Checking GF		
12/01/2025	United States Treasury	-3,409.50
12/04/2025	QuickBooks Payroll S...	-108,454.21
12/05/2025	Colorado Department ...	-5,699.00
12/05/2025	United States Treasury	-22,449.44
12/08/2025	FPPA	-55,051.78
12/15/2025	United States Treasury	-902.70
12/18/2025	QuickBooks Payroll S...	-105,471.64
12/19/2025	United States Treasury	-21,614.70
12/19/2025	Colorado Department ...	-5,539.00
12/19/2025	FPPA	-52,066.96
12/31/2025	QuickBooks Payroll S...	-109,494.94
Total 1110 · Alpine Bank-Checking GF		-490,153.87
TOTAL		**-490,153.87**

Carbondale & Rural Fire Protection District
Electronic Payments
December 2025

Date	Name	Amount
1110 · Alpine Bank-Checking GF		
12/01/2025	Xerox Corporation	-213.43
12/01/2025	Xerox Corporation	-328.61
12/01/2025	Black Hills Energy	-134.39
12/01/2025	Black Hills Energy	-278.05
12/01/2025	Black Hills Energy	-334.07
12/01/2025	Black Hills Energy	-344.05
12/01/2025	Moody-Valley Insurance Ag...	-9,471.94
12/01/2025	Moody-Valley Insurance Ag...	0.00
12/01/2025	Mountain Waste & Recycling	-59.82
12/01/2025	Mountain Waste & Recycling	-801.76
12/02/2025	Rexel	-57.74
12/02/2025	Amazon Business	-4,346.35
12/03/2025	Town of Carbondale	-51.85
12/03/2025	Town of Carbondale	-87.81
12/03/2025	Town of Carbondale	-106.22
12/03/2025	Town of Carbondale	-227.81
12/03/2025	Valley Waste Solutions, LLC	-150.05
12/03/2025	Mountain Waste & Recycling	-59.82
12/03/2025	Intermedia	-1,022.25
12/03/2025	Streamline	-500.00
12/03/2025	Xcel Energy	-29.25
12/04/2025	TK Elevator Corporation	-668.19
12/05/2025	Holy Cross Energy	-318.24
12/05/2025	Xcel Energy	-1,875.12
12/07/2025	Verizon Wireless	-1,004.59
12/08/2025	Staples Business Credit	-565.70
12/08/2025	Staples Business Credit	-849.33
12/08/2025	Bamboo HR	-1,140.54
12/09/2025	Holy Cross Energy	-23.05
12/09/2025	Holy Cross Energy	-46.05
12/09/2025	Holy Cross Energy	-54.26
12/09/2025	Holy Cross Energy	-78.13
12/10/2025	FPPA	-49,186.00
12/10/2025	Granite Telecommunications	-829.17
12/16/2025	Cenex Fleetcard	-3,658.34
12/19/2025	Comcast (epay)	-133.94
12/19/2025	Holy Cross Energy	-157.55
12/22/2025	Lumen/Century Link Business	-57.81
12/23/2025	Cenex Fleetcard	-2,638.01
12/26/2025	Comcast (epay)	-299.07
12/26/2025	UMB	-27,914.19
12/29/2025	Pinnacol Assurance	-12,988.00
12/29/2025	Staples Business Credit	-838.98
12/29/2025	Amazon Business	-1,556.63
12/30/2025	Xerox Corporation	-309.96
12/30/2025	Xerox Corporation	-208.88
Total 1110 · Alpine Bank-Checking GF		-126,005.00
TOTAL		**-126,005.00**

Carbondale & Rural Fire Protection District
General Fund Check Register
January 14, 2026

Num	Date	Name	Amount
1110 · Alpine Bank-Checking GF			
43627	01/14/2026	Ace Hardware	-600.39
43628	01/14/2026	Airgas USA, LLC	-635.98
43629	01/14/2026	Autel US Inc	-1,495.00
43630	01/14/2026	Bound Tree Medical, LLC	-3,247.88
43631	01/14/2026	Braun NW, Inc.	-318.31
43632	01/14/2026	Carbondale Car Care	-14.25
43633	01/14/2026	Cedar Networks	-916.01
43634	01/14/2026	Century Link	-147.13
43635	01/14/2026	Colorado Division of Fire Pre...	-380.00
43636	01/14/2026	Colorado Firecamp, Inc.	-2,055.00
43637	01/14/2026	Colorado Mountain News Me...	-1,249.96
43638	01/14/2026	Columbine Ford	-5,992.76
43639	01/14/2026	Comcast	-28.45
43640	01/14/2026	Copy Copy	-63.90
43641	01/14/2026	Elite Building Care, Inc.	-1,560.00
43642	01/14/2026	EMS Management & Consult...	-1,038.04
43643	01/14/2026	Fuego Fire Center	-730.59
43644	01/14/2026	Galls, LLC	-1,801.06
43645	01/14/2026	Garfield County Clerk & Rec...	-6,464.19
43646	01/14/2026	Glenwood Springs Ford	-2,806.99
43647	01/14/2026	Grainger	-477.63
43648	01/14/2026	Impressions of Aspen, Inc.	-84.40
43649	01/14/2026	Ivano Del Piccolo	-414.00
43650	01/14/2026	Keegan Fawley	-160.32
43651	01/14/2026	Kroger - King Soopers Custo...	-385.28
43652	01/14/2026	Life Assist, Inc.	-969.12
43653	01/14/2026	LucidDx Labs Inc	-25,000.00
43654	01/14/2026	Marble Water Company	-130.00
43655	01/14/2026	Mountain Pest Control, Inc.	-294.00
43656	01/14/2026	Napa Auto Parts	-594.40
43657	01/14/2026	Novus Glass Carbondale	-734.47
43658	01/14/2026	Pacific Sheet Metal, Inc.	-180.00
43659	01/14/2026	Paul Luttrell	-184.00
43660	01/14/2026	Pitkin County Clerk & Recorder	-1,645.32
43661	01/14/2026	Roaring Fork Rentals	-97.29
43662	01/14/2026	Roaring Fork Valley Co-Op	-4,656.18
43663	01/14/2026	ROI Fire & Ballistics Equip, I...	-497.00
43664	01/14/2026	SeaWestern FIre Fighting Eq...	-1,335.72
43665	01/14/2026	Sopris Gates and Doors, LLC	-32.89
43666	01/14/2026	Special District Association	-1,237.50
43667	01/14/2026	TargetSolutions Learning LLC	-9,505.12
43668	01/14/2026	Upkeep	-23,400.00
Total 1110 · Alpine Bank-Checking GF			-103,560.53
TOTAL			**-103,560.53**

Capital Projects Fund
Check Register
January 2026

Date	Num	Name	Amount
1110 · Alpine Bank			
01/14/20	5446	BeBrEm LLC	-46,307.26
01/14/20	5447	Bishop Plumbing & Heating Inc	-70.00
01/14/20	5448	CTL Thompson. Inc.	-300.00
01/14/20	5449	Cummins Sales and Service	-8,410.30
01/14/20	5450	Explore Electrical Services	-8,285.00
01/14/20	5451	Phil Vaughn Construction Man...	-30,346.22
01/14/20	5452	R&A Enterprises of Carbondal...	-1,220.66
Total 1110 · Alpine Bank			-94,939.44
TOTAL			**-94,939.44**

A RESOLUTION APPROVING THE REGULAR BOARD OF DIRECTORS MEETING SCHEDULE FOR CALENDAR YEAR 2026; AND DESIGNATING THE 2026 POSTING LOCATIONS FOR NOTICES OF REGULAR AND SPECIAL MEETINGS
RESOLUTION NO. 2026-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARBONDALE & RURAL FIRE PROTECTION DISTRICT APPROVING THE 2026 MEETING SCHEDULE AND POSTING LOCATION FOR NOTICE OF REGULAR AND SPECIAL MEETINGS

WHEREAS, the Carbondale & Rural Fire Protection District ***("District")*** is a political subdivision of the State of Colorado, organized pursuant to C.R.S. § 32-1-101, *et seq.* ***("Special District Act");***

WHEREAS, pursuant to C.R.S. § 32-1-903, the District is required to meet regularly at a time and in a location to be designated by the Board of Directors ***("Board").*** In addition to its regular meetings, the Board also is authorized pursuant to C.R.S. § 32-1-903 to schedule special meetings as often as the needs of the District require, upon notice to each Director of the date, time, and location of such meeting, and of the purpose for which it is called. Regular and special meetings of the Board may be held in a physical location or may be held telephonically, electronically, or by other means that do not include physical presence;

WHEREAS, pursuant to C.R.S. § 24-6-402(2)(c), the District is required to designate annually at the Board's first regular meeting of each calendar year the public place for posting notices of the District's regular and special Board meetings at least 24 hours prior to each meeting. The District may designate a public website as the place at which notices of the District's regular and special Board meetings will be posted at least 24 hours prior to such meeting;

WHEREAS, pursuant to C.R.S. § 32-1-903, the notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting;

WHEREAS, the Board believes it is in the best interests of the District and the citizens it serves that:

(a) the Board be authorized to conduct its regular and special meetings either (i) at a physical location, (ii) at a physical location with telephonic or electronic attendance availability, or (iii) entirely telephonically or electronically, as the business needs and best interests of the District demand; and

(b) the District post notices of regular and special Board meetings online on the District's website.

NOW, THEREFORE, be it resolved by the Board of Directors of the Carbondale & Rural Fire Protection District that:

1. Regular Board meetings for the calendar year 2026 shall be held on the second Wednesday of each at 11:00 a.m. at a 301 Meadowood Drive, Carbondale, CO. Special meetings of the Board shall be held as often as the needs of the District require, upon notice to each Director. The location of such regular and special meetings may include (i) physical location, (ii) a physical location with telephone or electronic attendance availability, or (iii) an entirely by telephone or electronically, as the business needs and best interests of the District demand.

2. Notices for meetings that will be held telephonically, electronically, or by other means not including physical presence shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

3. All notices of regular or special Board meetings shall be posted on the District's website at least 24 hours prior to each meeting at the following location:

   https://www.carbondalefire.org/board-of-directors

   To the extent practicable, (a) such notices shall be searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the Board.

4. In the event a meeting notice cannot be posted online due to internet service disruption, website unavailability, or other reason, the District designates the following location for physically posting a notice:

   301 Meadowood Drive, Carbondale, CO 81623

5. This Resolution supersedes and replaces all Resolutions previously adopted by the Board related to the schedule or location of regular or special Board meetings, or the posting of notices thereof, which Resolutions are hereby rescinded and rendered null and void for all purposes.

ADOPTED, this 14th day of January, A.D., 2026

_____
Eugene K. Schilling, President

Attest: _____
Michael Hassig, Secretary/Treasurer

2026 Ambulance Billing Increase Proposal

The Carbondale & Rural Fire Protection District (CRFPD) last increased EMS billing rates in 2022. Since then, we have continued to see a rise in cost of wages, medical supplies and equipment, fuel, maintenance etc. With EMS being the Lion's share of our calls, we spend a lot of money facilitating quality EMS care. The Command staff feels that it is time to increase the EMS billing rates to keep up with the times and continue to provide quality service to the taxpayers and visitors of the district.

Since 2022, we have seen an average increase of 10% for supplies, 20-25% on equipment and 30% on wages for a Firefighter/Paramedic.

We are currently working on a State of Colorado CDPHE grant for a new ambulance and the cost is expected to be a 25% increase from the ambulance we purchased a couple years ago. The 2026 estimate for a new ambulance is approximately $300,000 without equipment.

The calls for service have also increased 54% since our last increase in 2022 which causes more wear to equipment, requires higher personnel demand and increases to our supply costs.

Last year, EMS billing revenue was approximately $500,000 so an increase of 15-30% as proposed would allow for a significant amount of extra funding to the CRFPD General Fund.

Like the recent passing of the CRFPD sales tax measure, this increase would not only affect the property owners of the district, but would allow extra revenue to be collected from any citizen or visitor we transport.

Attached are 4 different increase options providing a 15%, 20%, 25% and 30% increase of our current rates. Based on the wage/cost statistics and expected rises, CRFPD Command Staff has decided to propose a 25% increase of the current rates. This provides a buffer for overall supply, wage and equipment increases.

As we all know, the future is uncertain and any needs to re-adjust the EMS billing rates based on economic stability is a reality that can be considered if the need arises.

We feel that this increase is prudent at this time to allow for sustainability of the EMS program allowing for retirement/replacement of aging equipment and the retention of skilled EMS Providers to deliver superior EMS services to the citizens and visitors of the Carbondale & Rural Fire Protection District.

If you have any questions, please let me know.

Thanks,

Garrett Kennedy

Assistant Chief-EMS

Carbondale & Rural Fire Protection District

CRFPD Current Rates:

BLS: $850.00

ALS: $1150.00

ALS 1: $1250.00

Mileage: $20.00 per Mile

CRFPD Proposed Rates: 15%

BLS: $977.00

ALS: $1323.00

ALS 1: $1437.00

Mileage: $23.00 per Mile

CRFPD Proposed Rates: 20%

BLS: $1026.00

ALS: $1389.00

ALS 1: $1509.00

Mileage: $24.00 per Mile

Suggested 2026 CRFPD Proposed Rates: 25%

BLS: $1077.00

ALS: $1458.00

ALS 1: $1584.00

Mileage: $25.00 per Mile

CRFPD Proposed Rates: 30%

BLS: $1130.00

ALS: $1531.00

ALS 1: $1663.00

Mileage: $26.00 per Mile

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the 14th day of January in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

and the Contractor:
(Name, legal status, address, and other information)

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

for the following Project:
(Name, location, and detailed description)

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

The Owner's Representative:
(Name, legal status, address, and other information)

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

The Architect:
(Name, legal status, address, and other information)

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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3 The Contractor shall achieve Substantial Completion for each project as agreed upon via the execution of AIA Document A132-2009- Exhibit A- Determination of the cost of the Work. An AIA Document A132-2009- Exhibit A- Determination of the cost of the Work may be executed for each project, dependent upon decision by the Owner.

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraph deleted)

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[ ] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[X] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum-NOT APPLICABLE

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price- NOT APPLICABLE

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)
.1- Pre-Construction Services

See Exhibit F- PNCI Construction, Inc. Pre-construction services-EMR-General Conditions-Construction Fee Worksheet dated 12/10/25

Design Services and Reimbursable Expenses:

a. Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades $5,000.00

b. District Headquarters-Lower floor renovation and upper floor flooring $5,000.00

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c.	Station #82- Redstone- 5,000 sq. ft. prox. station	$10,000.00
d.	Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing	$5,000.00
e.	Marble Workforce Housing	$10,000.00
f.	Station #85- Missouri Heights- Addition	$10,000.00
g.	Carbondale Workforce Housing	**$20,700.00**
	Grand Total:	$65,700.00

Owner and Contractor understand that a portion of the projects noted above may not be completed by the Owner. In the case of projects not initiated by the Owner, Contractor shall not be paid for the services shown above.

Billing Rates: Exhibit E- PNCI Construction, Inc. Proposal dated 12/10/25

.2 General Conditions Fee (Excludes Surety)- Nine percent (9%) of the Cost of the Work.
.3 Contractor's Fee- Four percent (4%) of the Cost of the Work for CM/GC self-performed work or subcontractor performed work.
.4- Change Order Fees
a. For the Contractor, for Work performed by the Contractor's own forces: Eight percent (8%)
b. For the Contractor, for Work performed by the Contractor's Subcontractor: Eight percent (8%)
c. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces: TBD percent (TBD%). To be determined at GMP.
d. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors: TBD percent (TBD%). To be determined at GMP.

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

Refer to AIA Document A232-2019 General Conditions of the Contract for Construction- Article 7- Changes in the Work

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Refer to AIA Document A232-2019 General Conditions of the Contract for Construction- Article 7- Changes in the Work and Paragraph 4.4.2 of this document

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project. **NOT APPLICABLE**

§ 4.4.6 Unit Prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.4.7 Guaranteed Maximum Price
§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The Guaranteed Maximum Price will be Determined at a Later Date. If agreed upon by the Owner and Contractor, the AIA A132-2019-Exhibit B-Determination of the Cost of Work will be executed.

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§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

NOT APPLICABLE

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

NOT APPLICABLE

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments- NOT APPLICABLE

(Paragraphs deleted)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum- NOT APPLICABLE

(Paragraphs deleted)

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price- NOT APPLICABLE

(Paragraphs deleted)

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§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Owner's Representative or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner's Representative and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Owner's Representative.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

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.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Owner's Representative and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Owner's Representative or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Owner's Representative or Architect have made exhaustive or continuous on-site inspections; or (3) that the Owner's Representative or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance, performance bonds, payment bonds and 2 year warranty bond Fees

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

NOT APPLICABLE

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

After retainage release is publicly advertised and no claims are received.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum-NOT APPLICABLE

(Paragraphs deleted)

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§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

NA %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Owner's Representative will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650
Phone: 970-625-5350 Email: phil@pvcmi.com

(Paragraphs deleted)

§ 6.2 Dispute Resolution- Refer to AIA Document A232-2019- General Conditions of the Contract for Construction, Construction Manager as Adviser Edition- Article 15- Claims and Disputes

ARTICLE 7 TERMINATION OR SUSPENSION- Refer to AIA Document A232–2019 Article 14- Termination or Suspension of the Contract

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's Project Manager:
(Name, address, email address, and other information)

Chief Rob Goodwin
300 Meadowood
Carbondale, CO 81623
970-963-2491

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Frank DeSantis
President
PNCI Construction Inc.
553 25 1/2 Road
Grand Junction, CO 81505
frank@pnciconstruction.com
(970) 242-3548

§ 8.4 Neither the Owner's Project Manager nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)
§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

NOT APPLICABLE

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
.3 Exhibit C- AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
.4 Exhibit D- CRFPD Request for Proposals- Construction Manager/General Contractor dated 11/20/25, Addendum #1 dated 12/5/25 and Addendum #2 dated 12/8/25.
.5 Exhibit E- PNCI Construction, Inc. Proposal dated 12/10/25
.6 Exhibit F- PNCI Construction, Inc. Pre-construction services-EMR-General Conditions-Construction Fee Worksheet dated 12/10/25

.7 Drawings

Number	Title	Date

.8 Specifications

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Section	Title	Date	Pages

.9 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.10 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
(Paragraph deleted)
An AIA Document A132-2009- Exhibit B- Determination of the cost of the Work may be executed for each project, dependent upon decision by the Owner.

[ ]

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§10.1 Tax-Exemption. All purchases of supplies, construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Owner's State of Colorado tax identification number is 98-01656-000.

§10.2 Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Contractor shall be, and shall perform as, an Independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the Owner. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent or servant of the Owner. Owner is interested only in the results obtained under this contract. The manner and means of

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conducting the work are under the sole control of the Contractor. None of the benefits provided by Owner to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from Owner to the employees, agents or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants and consultants during the performance of this contract. Contractor shall indemnify Owner against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Contractor and/or Contractor's employees engaged in performance of the services agreed to herein.

§10.3 Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

Owner:
Chief Rob Goodwin
300 Meadowood
Carbondale, CO 81623

Contractor:
Frank DeSantis
President
PNCI Construction Inc.
553 25 1/2 Road
Grand Junction, CO 81505

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Eugene Schilling President	Frank DeSantisPresident
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 14th day of January in the year 2026

...

Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

...

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

...

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

...

The ~~Construction Manager:~~Owner's Representative:

...

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

...

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

PAGE 2

[**X**] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

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3 The Contractor shall achieve Substantial Completion for each project as agreed upon via the execution of AIA Document A132-2009- Exhibit A- Determination of the cost of the Work. An AIA Document A132-2009- Exhibit A- Determination of the cost of the Work may be executed for each project, dependent upon decision by the Owner.

~~**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:~~

~~**Portion of Work** **Substantial Completion Date**~~

~~**§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete**~~
~~**§ 3.4.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:~~
~~*(Check one of the following boxes and complete the necessary information.)*~~

~~[ ] Not later than ( ) calendar days from the date of commencement of the Work.~~

~~[ ] By the following date:~~

~~**§ 3.4.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:~~

~~**Portion of Work** **Date to be substantially complete**~~

...

[**X**] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

...

§ 4.2 ~~Stipulated Sum~~Stipulated Sum-NOT APPLICABLE
~~**§ 4.2.1** The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.~~

~~**§ 4.2.2 Alternates**~~
~~**§ 4.2.2.1** Alternates, if any, included in the Contract Sum:~~

~~**Item** **Price**~~

~~**§ 4.2.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.~~
~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

~~**Item** **Price** **Conditions for Acceptance**~~

~~**§ 4.2.3** Allowances, if any, included in the Contract Sum:~~
~~*(Identify each allowance.)*~~

~~**Item** **Price**~~

~~**§ 4.2.4** Unit prices, if any:~~
~~*(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)*~~

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~~Item~~ ~~Units and Limitations~~ ~~Price per Unit ($0.00)~~

§ 4.3

~~**Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**~~**Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price- NOT APPLICABLE**

~~**§ 4.3.1** The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~**§ 4.3.2** The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*~~

~~**§ 4.3.3** The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~**§ 4.3.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~**§ 4.3.5** Rental rates for Contractor-owned equipment shall not exceed ~~ percent (~~ %) of the standard rental rate paid at the place of the Project.~~

~~**§ 4.3.6** Unit prices, if any:~~
~~*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*~~

~~**Item** **Units and Limitations** **Price per Unit ($0.00)**~~

~~**§ 4.3.7** The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.~~

...

.1- Pre-Construction Services

See Exhibit F- PNCI Construction, Inc. Pre-construction services-EMR-General Conditions-Construction Fee Worksheet dated 12/10/25

Design Services and Reimbursable Expenses:

a. Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades $5,000.00

b. District Headquarters-Lower floor renovation and upper floor flooring $5,000.00

c. Station #82- Redstone- 5,000 sq. ft. prox. station $10,000.00

d. Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing $5,000.00

e. Marble Workforce Housing $10,000.00

f. Station #85- Missouri Heights- Addition $10,000.00

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g. Carbondale Workforce Housing **$20,700.00**

Grand Total: $65,700.00

Owner and Contractor understand that a portion of the projects noted above may not be completed by the Owner. In the case of projects not initiated by the Owner, Contractor shall not be paid for the services shown above.

Billing Rates: Exhibit E- PNCI Construction, Inc. Proposal dated 12/10/25

.2 General Conditions Fee (Excludes Surety)- Nine percent (9%) of the Cost of the Work.
.3 Contractor's Fee- Four percent (4%) of the Cost of the Work for CM/GC self-performed work or subcontractor performed work.
.4- Change Order Fees
a. For the Contractor, for Work performed by the Contractor's own forces: Eight percent (8%)
b. For the Contractor, for Work performed by the Contractor's Subcontractor: Eight percent (8%)
c. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces: TBD percent (TBD%). To be determined at GMP.
d. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors: TBD percent (TBD%). To be determined at GMP.

PAGE 4

Refer to AIA Document A232-2019 General Conditions of the Contract for Construction- Article 7- Changes in the Work

...

Refer to AIA Document A232-2019 General Conditions of the Contract for Construction- Article 7- Changes in the Work and Paragraph 4.4.2 of this document

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project. **NOT APPLICABLE**

...

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The Guaranteed Maximum Price will be Determined at a Later Date. If agreed upon by the Owner and Contractor, the AIA A132-2019-Exhibit B-Determination of the Cost of Work will be executed.

PAGE 5

NOT APPLICABLE

...

NOT APPLICABLE

...

§ 5.1 ~~Progress Payments~~Progress Payments- NOT APPLICABLE

~~§ 5.1.1~~ ~~Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.~~

~~§ 5.1.2~~ ~~The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

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~~**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the ~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~ day of the ~~ month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~ (~~) days after the Construction Manager receives the Application for Payment.~~

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

§ 5.1.4

~~Progress Payments Where the Contract Sum is Based on a Stipulated Sum~~Progress Payments Where the Contract Sum is Based on a Stipulated Sum~~- NOT APPLICABLE~~

~~**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~**§ 5.1.4.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~

~~**§ 5.1.4.3** In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~**§ 5.1.4.3.1** The amount of each progress payment shall first include:~~

- ~~**.1** That portion of the Contract Sum properly allocable to completed Work;~~
- ~~**.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and~~
- ~~**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.~~

~~**§ 5.1.4.3.2** The amount of each progress payment shall then be reduced by:~~

- ~~**.1** The aggregate of any amounts previously paid by the Owner;~~
- ~~**.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;~~
- ~~**.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- ~~**.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and~~
- ~~**.5** Retainage withheld pursuant to Section 5.1.7.~~

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum ~~Price~~Price~~- NOT APPLICABLE~~

~~**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.~~

~~**§ 5.1.5.2** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

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~~**§ 5.1.5.3** In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~**§ 5.1.5.3.1** The amount of each progress payment shall first include:~~

- ~~**.1** The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;~~
- ~~**.2** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~**.3** The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~**§ 5.1.5.3.2** The amount of each progress payment shall then be reduced by:~~

- ~~**.1** The aggregate of any amounts previously paid by the Owner;~~
- ~~**.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;~~
- ~~**.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- ~~**.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;~~
- ~~**.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~**.6** Retainage withheld pursuant to Section 5.1.7.~~

~~**§ 5.1.5.4** The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~**§ 5.1.5.5** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~**§ 5.1.5.6** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

~~**§ 5.1.5.7** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232–2019.~~

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, ~~Construction Manager~~ Owner's Representative or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

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§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the ~~Construction Manager~~ Owner's Representative and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and ~~Construction Manager.~~Owner's Representative.
PAGE 7

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the ~~Construction Manager~~ Owner's Representative and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the ~~Construction Manager~~ Owner's Representative or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the ~~Construction Manager~~ Owner's Representative or Architect have made exhaustive or continuous on-site inspections; or (3) that the ~~Construction Manager~~ Owner's Representative or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

...

Five percent (5%)

...

Insurance, performance bonds, payment bonds and 2 year warranty bond Fees

...

NOT APPLICABLE

...

After retainage release is publicly advertised and no claims are received.

...

§ 5.2.1
~~Final Payment Where the Contract Sum is Based on a Stipulated Sum~~Final Payment Where the Contract Sum is Based on a Stipulated Sum-NOT APPLICABLE
~~§ 5.2.1.1~~ ~~Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when~~

~~.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~

~~.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2~~ ~~The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

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§ 5.2.2 ~~Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a~~ Final Payment Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price
PAGE 8

NA %

...

The ~~Architect~~ Owner's Representative will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

...

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650
Phone: 970-625-5350 Email: phil@pvcmi.com

~~§ 6.2 Binding Dispute Resolution~~
~~For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box.)*~~

~~[–] Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

~~[–] Litigation in a court of competent jurisdiction.~~

~~[–] Other: *(Specify)*~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

~~ARTICLE 7 TERMINATION OR SUSPENSION~~
~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~
~~§ 7.1.1~~ ~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1~~ ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

~~§ 7.1.2~~ ~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~
~~§ 7.2.1 Termination~~
~~§ 7.2.1.1~~ ~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

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~~**§ 7.2.1.2 Termination by the Owner for Cause**~~

~~**§ 7.2.1.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~**.1** Take the Cost of the Work incurred by the Contractor to the date of termination;~~

~~**.2** Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~

~~**.3** Subtract the aggregate of previous payments made by the Owner; and~~

~~**.4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.~~

~~**§ 7.2.1.2.2** When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.~~

~~**§ 7.2.1.2.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.~~

~~**§ 7.2.1.3 Termination by the Owner for Convenience**~~

~~If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:~~

~~*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

~~**§ 7.3 Suspension**~~

~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.~~

§ 6.2 Dispute Resolution- Refer to AIA Document A232-2019- General Conditions of the Contract for Construction, Construction Manager as Adviser Edition- Article 15- Claims and Disputes

ARTICLE 7 TERMINATION OR SUSPENSION- Refer to AIA Document A232–2019 Article 14- Termination or Suspension of the Contract

...

§ 8.2 The Owner's ~~representative:~~Project Manager:

...

Chief Rob Goodwin
300 Meadowood

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Carbondale, CO 81623
970-963-2491
PAGE 9

Frank DeSantis
President
PNCI Construction Inc.
553 25 1/2 Road
Grand Junction, CO 81505
frank@pnciconstruction.com
(970) 242-3548

§ 8.4 Neither the Owner's Project Manager nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

...

~~**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~
~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

...

NOT APPLICABLE

...

.3 Exhibit C- AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 ~~Building Information Modeling Exhibit, if completed:~~Exhibit D- CRFPD Request for Proposals-Construction Manager/General Contractor dated 11/20/25, Addendum #1 dated 12/5/25 and Addendum #2 dated 12/8/25.

.5 Exhibit E- PNCI Construction, Inc. Proposal dated 12/10/25

.6 Exhibit F- PNCI Construction, Inc. Pre-construction services-EMR-General Conditions-Construction Fee Worksheet dated 12/10/25

~~**.5**~~ **.7** Drawings

...

~~**.6**~~ **.8** Specifications

PAGE 10

~~**.7**~~ **.9** Addenda, if any:

...

~~**.8**~~ **.10** Other Exhibits:

...

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[~~–]~~ ~~AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:~~

~~(Insert the date of the E235-2019 incorporated into this Agreement.)~~An AIA Document A132-2009- Exhibit B- Determination of the cost of the Work may be executed for each project, dependent upon decision by the Owner.

[ ]

...

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§10.1 Tax-Exemption. All purchases of supplies, construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Owner's State of Colorado tax identification number is 98-01656-000.

§10.2 Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Contractor shall be, and shall perform as, an Independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the Owner. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent or servant of the Owner. Owner is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by Owner to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from Owner to the employees, agents or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants and consultants during the performance of this contract. Contractor shall indemnify Owner against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Contractor and/or Contractor's employees engaged in performance of the services agreed to herein.

§10.3 Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

Owner:
Chief Rob Goodwin
300 Meadowood
Carbondale, CO 81623

Contractor:
Frank DeSantis
President
PNCI Construction Inc.
553 25 1/2 Road
Grand Junction, CO 81505

Eugene Schilling President | Frank DeSantisPresident

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Philip B. Vaughan- President- Phil Vaughan Construction Management, Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:10:18 ET on 01/04/2026 under Order No. 2114456543 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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conducting the work are under the sole control of the Contractor. None of the benefits provided by Owner to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from Owner to the employees, agents or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants and consultants during the performance of this contract. Contractor shall indemnify Owner against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Contractor and/or Contractor's employees engaged in performance of the services agreed to herein.

§10.3 Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

Owner:
Chief Rob Goodwin
300 Meadowood
Carbondale, CO 81623

Contractor:
Frank DeSantis
President
PNCI Construction Inc.
553 25 1/2 Road
Grand Junction, CO 81505

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)* Frank DeSantis 1/6/26
Eugene Schilling President	Frank DeSantisPresident
(Printed name and title)	*(Printed name and title)*

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AIA® Document A132® – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 14th day of January in the year 2026
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

THE OWNER:
(Name, legal status, and address)

Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

THE CONTRACTOR:
(Name, legal status, and address)

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

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[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

Coverage	Limits
To be determined for each renovation project and will be incorporated into the Contractor's Guaranteed Maximum Price Proposal.	

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Carbondale & Rural Fire Protection District, Carbondale & Rural Fire Protection District officers and employees, Owner's Representative, Owner's Representative's Consultants, Engineer and Engineer's Consultants as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Carbondale & Rural Fire Protection District, Carbondale &

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Rural Fire Protection District officers and employees, the Engineer and the Engineer's consultants, and the Owner's Representative and the Owner's Representative's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Engineer and the Engineer's consultants, and the Owner's Representative and the Owner's Representative's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

.1 The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the terms of this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

.2 The Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed in this document. Such coverage shall be procured and maintained with forms and insurance acceptable to the Owner. All coverage shall be continuously maintained with to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the terms of this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

.3 Every policy required in this document shall be primary insurance, and any insurance carried by the Carbondale & Rural Fire Protection District, its officers or employees, or carried by or provided through any insurance pool of the Carbondale & Rural Fire Protection District, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required in this document shall contain an exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

.4 The certificate of insurance provided to the Carbondale & Rural Fire Protection District shall be completed by the Contractor's insurance agent as evidence that policies provide the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Carbondale & Rural Fire Protection District prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverage afforded under these policies shall not canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Carbondale & Rural Fire Protection District.

.5 In addition, these Certificates of Insurance shall contain the following clauses:

Underwriters and issuers shall have no right of recovery of subrogation against the Carbondale & Rural Fire Protection District it being the intention of the parties that the insurance policies so effected shall protect all parties and be primary coverage for any and all losses covered by the insurance described in this document. To the extent that the Carbondale & Rural Fire Protection District insurer(s) may become liable for secondary or excess coverage, the Carbondale & Rural Fire Protection District underwriters and insurers shall have no right of recovery or subrogation against the Contractor.

The insurance companies issuing the policy or policies shall have no recourse against the Carbondale & Rural Fire Protection District for payment of any premiums or for assessments under any form of policy.

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Any and all deductibles in the insurance described in this document shall be assume by and be for the amount of, and at the sole risk of the Contractor.

Location of operations shall be: "All operations and locations at which work in connection with the referenced project is done."

.6 Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which Carbondale & Rural Fire Protection District may immediately terminate this contract, or at its discretion Carbondale & Rural Fire Protection District may procure or renew any such policy or any extending reporting period thereto and may pay any and all premiums in connection therewith. All moneys so paid by Carbondale & Rural Fire Protection District shall be repaid by Contractor to Carbondale & Rural Fire Protection District upon demand, or Carbondale & Rural Fire Protection District may offset the cost of the premiums against money due to Contractor from Carbondale & Rural Fire Protection District.

.7 Carbondale & Rural Fire Protection District reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than

(Paragraphs deleted)

Two million dollars ($ 2,000,000) each occurrence, Three million dollars ($ 3,000,000) general aggregate, and Three million dollars ($ 3,000,000) 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 and Contractor's indemnity obligations under Section 3.18 of the General Conditions.

(Paragraphs deleted)

§ A.3.2.3 Comprehensive Automobile Liability insurance with combined single limits for bodily injury and property damage of not less than One Million dollars ($1,000,000) each occurrence and not less than One Million dollars ($1,000,000) aggregate with respect to each Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Section shall be met by each employee off the Contractor providing services to the Carbondale & Rural Fire Protection District under this contract.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of One Million dollars ($1,000,000) for each accident, One Million dollars ($1,000,000) disease-policy limit and One Million dollars ($1,000,000) disease- each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.

(Paragraphs deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond, Payment Bond and 2 year warranty bonds
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum
Payment Bond	100% of contract amount

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Performance Bond	100% of contract amount
2 year Warranty Bond	100% of contract amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for
AIA® Document A132® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 14th day of January in the year 2026

...

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

...

Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

...

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

PAGE 2

~~**§ A.2.3 Required Property Insurance**~~
~~**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.~~

~~**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:~~
~~*(Indicate below the cause of loss and any applicable sub-limit.)*~~

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~~**Causes of Loss** **Sub-Limit**~~

~~**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:~~
~~*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*~~

~~**Coverage** **Sub-Limit**~~

~~**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.~~

~~**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~

~~**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.~~

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Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

...

To be determined for each renovation project and will be incorporated into the Contractor's Guaranteed Maximum Price Proposal.

...

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the ~~Owner~~ Carbondale & Rural Fire Protection District, Carbondale & Rural Fire Protection District officers and employees, Owner's Representative, Owner's Representative's Consultants, Engineer and

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Engineer's Consultants as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

...

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the ~~Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's~~ Carbondale & Rural Fire Protection District, Carbondale & Rural Fire Protection District officers and employees, the Engineer and the Engineer's consultants, and the Owner's Representative and the Owner's Representative's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the ~~Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's~~ Engineer and the Engineer's consultants, and the Owner's Representative and the Owner's Representative's consultants, CG 20 32 07 04.
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.1 The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the terms of this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

.2 The Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed in this document. Such coverage shall be procured and maintained with forms and insurance acceptable to the Owner. All coverage shall be continuously maintained with to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the terms of this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

.3 Every policy required in this document shall be primary insurance, and any insurance carried by the Carbondale & Rural Fire Protection District, its officers or employees, or carried by or provided through any insurance pool of the Carbondale & Rural Fire Protection District, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required in this document shall contain an exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

.4 The certificate of insurance provided to the Carbondale & Rural Fire Protection District shall be completed by the Contractor's insurance agent as evidence that policies provide the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Carbondale & Rural Fire Protection District prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverage afforded under these policies shall not canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Carbondale & Rural Fire Protection District.

.5 In addition, these Certificates of Insurance shall contain the following clauses:

Underwriters and issuers shall have no right of recovery of subrogation against the Carbondale & Rural Fire Protection District it being the intention of the parties that the insurance policies so effected shall protect all parties and be primary coverage for any and all losses covered by the insurance described in this document. To the extent that the Carbondale & Rural Fire Protection District insurer(s) may become liable for secondary or excess coverage, the Carbondale & Rural Fire Protection District underwriters and insurers shall have no right of recovery or subrogation against the Contractor.

The insurance companies issuing the policy or policies shall have no recourse against the Carbondale & Rural Fire Protection District for payment of any premiums or for assessments under any form of policy.

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Any and all deductibles in the insurance described in this document shall be assume by and be for the amount of, and at the sole risk of the Contractor.

Location of operations shall be: "All operations and locations at which work in connection with the referenced project is done."

.6 Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which Carbondale & Rural Fire Protection District may immediately terminate this contract, or at its discretion Carbondale & Rural Fire Protection District may procure or renew any such policy or any extending reporting period thereto and may pay any and all premiums in connection therewith. All moneys so paid by Carbondale & Rural Fire Protection District shall be repaid by Contractor to Carbondale & Rural Fire Protection District upon demand, or Carbondale & Rural Fire Protection District may offset the cost of the premiums against money due to Contractor from Carbondale & Rural Fire Protection District.

.7 Carbondale & Rural Fire Protection District reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including~~

- ~~**.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;~~
- ~~**.2** personal injury and advertising injury;~~
- ~~**.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;~~
- ~~**.4** bodily injury or property damage arising out of completed operations; and~~
- ~~**.5** the Contractor's indemnity obligations under Section 3.18~~ Two million dollars ($ 2,000,000) each occurrence, Three million dollars ($ 3,000,000) general aggregate, and Three million dollars ($ 3,000,000) 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 and Contractor's indemnity obligations under Section 3.18 of the General Conditions.

~~**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:~~

- ~~**.1** Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.~~
- ~~**.2** Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.~~
- ~~**.3** Claims for bodily injury other than to employees of the insured.~~
- ~~**.4** Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.~~
- ~~**.5** Claims or loss excluded under a prior work endorsement or other similar exclusionary language.~~
- ~~**.6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.~~
- ~~**.7** Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.~~
- ~~**.8** Claims related to roofing, if the Work involves roofing.~~
- ~~**.9** Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.~~
- ~~**.10** Claims related to earth subsidence or movement, where the Work involves such hazards.~~
- ~~**.11** Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.~~

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§ A.3.2.3 ~~Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.~~Comprehensive Automobile Liability insurance with combined single limits for bodily injury and property damage of not less than One Million dollars ($1,000,000) each occurrence and not less than One Million dollars ($1,000,000) aggregate with respect to each Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Section shall be met by each employee off the Contractor providing services to the Carbondale & Rural Fire Protection District under this contract.

...

§ A.3.2.5 Workers' Compensation ~~at statutory limits.~~insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of One Million dollars ($1,000,000) for each accident, One Million dollars ($1,000,000) disease-policy limit and One Million dollars ($1,000,000) disease- each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.

~~**§ A.3.2.6** Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~

~~**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

~~**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

[**X**] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

...

§ A.3.4 ~~**Performance Bond and Payment Bond**~~**Performance Bond, Payment Bond and 2 year warranty bonds**

...

Type	**Penal Sum**~~**($0.00)**~~
Payment Bond	100% of contract amount

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Performance Bond	100% of contract amount
2 year Warranty Bond	100% of contract amount

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:
(Name, and location or address)

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

THE OWNER'S REPRESENTATIVE:
(Name, legal status, and address)

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

THE OWNER:
(Name, legal status, and address)
Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

THE ARCHITECT:
(Name, legal status, and address)

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

THE CONTRACTOR also referred to as Construction Manager/General Contractor:
(Name, legal status, address, and other information)

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Owner's Representative or the Owner's Representative's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Owner's Representative or the Owner's Representative's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Owner's Representative and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Owner's Representative and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Owner's Representative.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Owner's Representative.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Owner's Representative and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's Project Manager.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Owner's Representative, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an Architect lawfully licensed to practice Architecting, or an entity lawfully practicing Architecting, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a Owner's Representative adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Owner's Representative in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Owner's Representative or Architect terminates, the Owner shall employ a successor Owner's Representative or Architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Owner's Representative or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Owner's Representative. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Owner's Representative and prior approval of the Architect, and the Owner's Representative or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Owner's Representative's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" and "Construction Manager/General Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner's Representative or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner's Representative and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Owner's Representative in such form as the Owner's Representative and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner's Representative and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Owner's Representative in such form as the Owner's Representative and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Owner's Representative, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Owner's Representative shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Owner's Representative objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Owner's Representative, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Owner's Representative, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner's Representative or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

All purchases of construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Owner's State of Colorado tax identification number is 98-01656-000.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Owner's Representative, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Owner's Representative, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Owner's Representative will promptly investigate such conditions and, if the Architect, in consultation with the Owner's Representative, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Owner's Representative, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Owner's Representative, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Owner's Representative, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. No subcontractor shall perform work on the site without the presence of the Superintendent or Assistant Superintendent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Owner's Representative, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner's Representative may notify the Contractor, stating whether the Owner, the Owner's Representative, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Owner's Representative, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. The Contractor shall designate a second

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person in charge in writing in the event the Superintendent is temporarily absent due to illness, vacation, or any other cause(s).

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Owner's Representative's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Owner's Representative in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's Representative's and Architect's approval. The Architect and Owner's Representative's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner's Representative and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Owner's Representative, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Owner's Representative. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Owner's Representative to conform to the Project schedule.

§ 3.10.4 This Contractor's Construction Schedule will include, but is not limited to, work activities required by each section of the specifications as listed in the Contract Documents to complete the Work . The duration and sequence for each work activity and dependency of the work activity on other work activities will be generated by the Contractor. The Construction Schedule is to be used, among other functions, to provide a comprehensive planning tool for completion of both the Work and the Project. The Contractor will provide regular schedule updates issued in .pdf and native Microsoft Project file formats. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Owner's Representative, and Architect, and incorporated into the approved Project schedule.

§ 3.10.5 The Contractor shall cooperate with the Owner's Representative as Adviser in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the operations of the Owner's own forces.

§ 3.10.6 The Contractor shall produce a short interval schedule (5 week look-ahead) on major weekly work activities. At each weekly job meeting this schedule will be reviewed by the Contractor with all affected Subcontractors and the Owner's Representative.

§ 3.10.7 Delivery and Storage. The Contractor shall exercise due diligence in ensuring that all equipment, material, and supplies are delivered in advance of the date they are required on the project.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner's Representative, Architect, and Owner, and delivered to the Owner's Representative for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Owner's Representative is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Owner's Representative and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Owner's Representative or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Owner's Representative, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Owner's Representative and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Owner's Representative in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Owner's Representative, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Owner's Representative and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Owner's Representative and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or Architecting unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Owner's Representative shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's Representative shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Owner's Representative and Architect at the time and in the form specified by the Architect.

§ 3.12.11 Before ordering any material or doing any Work, the Contractor shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Architect for consideration before proceeding with the Work. The Contractor shall use its utmost efforts to identify discrepancies in dimensions in a timely manner and notify the Owner, Architect and Owner's Representative of these prior to commencing any work affected by the ambiguous dimensions.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Owner's Representative before using any portion of the site.

§ 3.13.3 Protection of construction materials and equipment stored at the Project Site from weather, theft, vandalism, damage or all other adversity is solely the responsibility of the Contractor and its subcontractors, to the extent that such losses are not covered by builder's risk insurance.

§ 3.13.4 During the performance of the Work required by this Agreement, the Contractor or Subcontractor, will use such entrances to the construction site that may be designated by the Owner. These entrances may be reviewed and changed from time to time by the Owner.

§ 3.13.5 The Owner and Contractor shall agree upon responsibility for snow removal for each project.

§ 3.13.6 The Contractor shall be responsible for the mitigation and/or abatement of all noise, dust, erosion, fumes, traffic, recycling of construction materials, or other by-product of construction activity that have an adverse effect on the adjacent residents

§ 3.13.7 Erosion Control: Contractor shall prepare and implement a Stormwater Management Plan in accordance with EPA's National Pollutant Discharge Elimination System (NPDES) General Permit for stormwater discharges from Large and Small Construction Activities. Any mud tracked onto public roadways shall be removed daily.

§ 3.13.8 The Contractor is advised that the project site area is subject to high winds. The Contractor shall maintain all materials secured or tied down daily to prevent possible damage caused by flying materials and debris.

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§ 3.13.9 The Contractor shall maintain access around the construction site and to existing businesses, residences, public facilities, accessways and buildings as defined in the drawings and Project Schedule.

§ 3.13.10 The Contractor shall provide all necessary sanitary facilities for its own forces during construction.

§ 3.13.11 Inappropriate Behavior: The Contractor shall control its employees and subcontractors on the job site at all times. Alcohol and illegal drugs shall be strictly prohibited on the Project at all times. Any intoxicated person(s) shall be immediately removed from the Project. Workers shall dress in an appropriate manner on the Project at all times. Profanity and loud or offensive behavior shall be strictly prohibited, as well as any other activities deemed inappropriate to the Owner. The Owner shall be entitled to demand the permanent removal from the Project of any person(s) who are repeat offenders.

§ 3.13.12 The Contractor shall layout and mark any plantings, shrubs and trees which will require removal a minimum of five (5) business days prior to their removal. The Contractor shall notify the Owner, Architect and Owner's Representative in writing immediately upon completion of this marking. The Owner will then give permission for removal in writing to the Contractor. Plantings, shrubs, and trees shall not be removed or damaged without such permission.

§ 3.13.13 The Contractor shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto.

§ 3.13.14 The Contractor shall notify all public utility companies a minimum of three (3) business days prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the Architect to proceed has been given to the Contractor. If the utility service must be interrupted, the Contractor shall notify the head of the local utility services, the Owner, the Architect, the Owner's Representative, and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give notice to such utility users.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Owner's Representative, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Owner's Representative with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Owner's Representative, and Architect with access to the Work in preparation and progress wherever located.

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§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Owner's Representative, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Owner's Representative. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Owner's Representative.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's Representative, Architect, Owner's Representative's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and expert witness fees, 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 to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. In the event Contractor is liable for all or any portion of any claim, damages, losses or expenses, Contractor shall reimburse Owner for its reasonable attorney's fees, expert witness fees, and costs that are attributable to Contractor's pro rata share of liability.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND OWNER'S REPRESENTATIVE

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Owner's Representative is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Owner's Representative and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Owner's Representative, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner's Representative and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Owner's Representative and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Owner's Representative known deviations from the Contract Documents and defects and deficiencies observed in the Work.

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§ 4.2.3 The Owner's Representative shall provide one representative during the Construction Phase. The representative shall be in attendance at the Project site when deemed necessary by the Owner. The staffing requirement shall not be construed as continuous on-site staffing during the Construction Phase. The Owner's Representative will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Owner's Representative will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Owner's Representative, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Owner's Representative nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.5.1 The Owner's Representative will not be responsible or liable for the acts or omissions of the Architect, Contractor, or any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.

§ 4.2.5.2 The Owner's Representative shall schedule and conduct job meetings to be attended by the Contractor and representatives of the Owner and Architect to discuss such matters as procedures, progress, problems and scheduling. Owner's Representative shall prepare and distribute minutes of such meetings.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Owner's Representative's consultants through the Owner's Representative about matters arising out of or relating to the Contract Documents. The Owner and Owner's Representative shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Owner's Representative otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Owner's Representative. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Owner's Representative and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Owner's Representative have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Owner's Representative considers it necessary or advisable, the Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Owner's Representative will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Owner's Representative's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner's Representative to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Contractor shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Owner's Representative. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

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§ 4.2.10 The Architect will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Owner's Representative will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Architect represents to the Owner and Owner's Representative that the Architect has reviewed and recommended them for approval. The Architect's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Owner's Representative.

§ 4.2.12 Review of the Contractor's submittals by the Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's Representative and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Owner's Representative and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Contractor shall prepare Proposed Change Orders (PCO's) which will be reviewed and recommended by the Owner's Representative and the Architect prior to submission to the Owner for acceptance.

§ 4.2.14 The Owner's Representative and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Owner's Representative, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Owner's Representative will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Owner's Representative will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Owner's Representative will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Owner's Representative of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner's Representative, Owner, or Contractor through the Owner's

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Representative. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Owner's Representative will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Owner's Representative's recommendation. The Architect will review and respond in writing, through the Owner's Representative, to requests for information about the Contract Documents. The Owner's Representative's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner's Representative, for review by the Owner, Owner's Representative and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner's Representative may notify the Contractor whether the Owner, the Owner's Representative or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Owner's Representative or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Owner's Representative or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Owner's Representative or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Owner's Representative or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume

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toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Owner's Representative and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Owner's Representative and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Owner's Representative and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Owner's Representative and Architect of apparent discrepancies or defects in

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the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Owner's Representative and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner's Representative, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 Any increase or decrease to the Contract Time or Schedule resulting from changes to the Contract Documents shall be included in each Change Order. Responses to requests from the Owner, or Claims from the Contractor for an increase in the Guaranteed Maximum Price shall include, if applicable, any request for change of the Contract Time or Schedule and the cost associated therewith. In the absence of an adequately documented request for change of the Contract Time or Schedule included in the request for a Change Order, no subsequent adjustment of the Contract Time or Schedule will be considered relative to such Change Order.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

The total allowable overhead and profit on changes in the Work included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, Ten percent (10%) of the cost for Profit.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, Ten percent (10%) of the cost for Profit.

.3 Overhead shall be included in preparation of the costs for both labor and materials.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subsection 7.3.4.

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§ 7.1.4 Each Change Order request, Construction Change Directive price, or claim submitted by the Contractor shall be accompanied by a complete itemization and quantification of costs including unit rates, labor costs, materials, quantities, subcontracts and markups. Subcontract pricing shall also be itemized and quantified.

§ 7.1.5 A Change Order shall be based upon agreement among the Owner, Owner's Representative, Contractor, and Architect; a Construction Change Directive requires agreement by the Owner Owner's Representative and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.6 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Owner's Representative and signed by the Owner, Owner's Representative, Architect, and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Notwithstanding anything in the Contract Documents to the contrary, Amendments, Construction Change Directives, or Change Orders shall not be binding on the Owner without an authorized signature.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner's Representative and signed by the Owner, Owner's Representative and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner's Representative shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner's Representative and Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner's Representative of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner's Representative and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner's Representative and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner's Representative and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Owner's Representative and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner's Representative shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner's Representative and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner's Representative that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall begin the Work within seven (7) days of the date of commencement in the Notice to Proceed. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time.

§ 8.2.4 In the event that the Contractor fails, or appears likely to fail, to complete a Contractual Milestone or completion date as evidenced by the latest update of the Contractor's Construction Schedule, through no fault of the Owner, Architect or Owner's Representative, or any of their employees, the Owner shall have the right to impose any or all of the following options:

§ 8.2.4.1 Require the Contractor to prepare a Recovery Plan to get back on schedule within ten (10) days.

§ 8.2.4.2 If the Recovery Plan proposed by the Contractor does not reflect completion of the Project by the applicable Contractual Milestone or completion dates in the current Contractor's Schedule, as adjusted, the Owner may unilaterally establish a Recovery Plan and the Contractor shall comply therewith, and/or the Owner's Representative may require the Contractor to take any of the actions set forth below and its subsections without additional cost to the Owner, Owner's Representative, or Architect to makeup the lag in scheduled progress.

§ 8.2.4.3 Require the Contractor to increase its work force, work overtime, and/or extra shifts, and do whatever else is required by the Owner until Contractor gets back on schedule as established by the Contractor's Construction Schedule (including any updates thereto), such measures being at no extra cost to Owner .

§ 8.2.4.4 Withhold progress payment in accordance with Section 9.5.1.

§ 8.2.4.5 Contact or visit any factory, plant or distribution center whose production or delivery schedule may be causing a delay to the scheduled completion of the Work, and expedite same, at Contractor's expense.

§ 8.2.4.6 Failure of the Contractor to substantially comply with the requirements of Section 8.2 shall be grounds for a determination by the Owner that the Contractor is in breach of this Contract by failing to prosecute the Work to ensure its completion within both the Contract Time and the updated Contractor's Construction Schedule.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Owner's Representative, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Owner's Representative, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner's Representative, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner's Representative and the Architect. This schedule, unless objected to by the Owner's Representative or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Owner's Representative shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Owner's Representative and supported by such data to substantiate its accuracy as the Owner's Representative and the Architect may require, and unless objected to by the Owner's Representative or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Schedule of Values shall include a separate line item for monthly updating of the As-Built Record Drawings in electronic format.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Owner's Representative or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner's Representative and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such stored materials and equipment , which must be properly labeled with the Project, must be available for inspection by the Architect and Owner's Representative, and must be accompanied by documentary evidence as to quantity and value of materials, including insurance on the materials as evidenced by a Certificate of Insurance noting the Owner and Contractor as an Additional Insured. The Application for Payment shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work. Evidence of payment for all work included in previous payments to the Contractor shall be provided in writing from each subcontractor and material supplier.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Owner's Representative will, within seven days after the Owner's Representative's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Owner's Representative determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment

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from the Owner's Representative, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Owner's Representative; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Owner's Representative will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Owner's Representative will, within seven days after the Owner's Representative receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Owner's Representative determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Owner's Representative determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Owner's Representative, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Owner's Representative; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Owner's Representative will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Owner's Representative's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Owner's Representative's evaluation of the Work and the data in the Application or Applications for Payment. The Owner's Representative's certification will constitute a representation that, to the best of the Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Owner's Representative, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner's Representative or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Owner's Representative or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.7 Retainage of five percent (5%) will be withheld as detailed in the AIA Document A132-2019 Section 5.1.7 Retainage.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner's Representative or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Owner's Representative or Architect is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Owner's Representative and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner's Representative or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor or other Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. In the event the Architect nullifies a previously issued Certificate for Payment, and the Owner has, prior to such nullification, paid thereon, the Contractor shall promptly reimburse to the Owner amounts the latter had paid pursuant to the nullified Certificate for Payment. Alternately, the Owner may withhold payment in any subsequent Application for Payment, until the reasons for nullification of the previously issued project Certificate for Payment have been remedied.

§ 9.5.4 If the Architect or Owner's Representative withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Owner's Representative, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 The Contractor shall not stop work or terminate the Contract if the Architect should refuse to issue certification under Section 9.5 or its subsections or any other portion of the General Conditions as supplemented herein.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Owner's Representative and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner's Representative will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Owner's Representative and Architect on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Owner's Representative nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Owner's Representative and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Owner's Representative's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Owner's Representative and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Owner's Representative and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Owner's Representative, and the Contractor and Owner's Representative shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Owner's Representative, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Owner's Representative, to determine Substantial Completion.

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§ 9.8.4 When the Architect, assisted by the Owner's Representative, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Owner's Representative will prepare, and the Owner's Representative and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for 200% of the value of the Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The Contractor shall provide a digital video record of all Owner staff training and commissioning of equipment. These videos will become a permanent part of all Operations and Maintenance manuals as applicable.

§ 9.8.7 The Contractor shall furnish the Owner "As-built Record Drawings" on a USB drive in .pdf format. The Architect shall furnish one set of the original bidding documents to the Contractor for this work as "backgrounds" in electronic media as described above. Record Specifications shall be similarly modified, using Microsoft Word 2016 or later. The Contractor shall furnish the Owner "As-built Record Drawings" on USB drive at Final Completion.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Owner's Representative shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Owner's Representative.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Owner's Representative, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Owner's Representative a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Owner's Representative a final Contractor's Application for Payment. Upon receipt, the Owner's Representative shall perform an inspection to confirm the completion of Work of the Contractor. The Owner's Representative shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's Representative's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a

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further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Owner's Representative (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner's Representative and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Owner's Representative and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Owner's Representative for review and coordination with the safety programs of other Contractors. The Owner's Representative's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Owner's Representative.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Owner's Representative or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Owner's Representative and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Owner's Representative and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Owner's Representative and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Owner's Representative and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the

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persons or entities proposed by the Owner. If the Contractor, Owner's Representative or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Owner's Representative and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Owner's Representative, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds- Refer to AIA Document A132-2019- Exhibit A- Insurance and Bonds

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Owner's Representative and Owner's Representative's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Owner's Representative, Owner's Representative's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Owner's Representative for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Owner's Representative, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Owner's Representative, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's Representative's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner's Representative or Architect has not specifically requested to examine prior to its being covered, the Owner's Representative or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Owner's Representative or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's Representative's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Owner's Representative or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.1.1 Should the warranty issue involve a leak, water ingress, flooding, hazardous material, potential for increased damage to adjacent buildings, or adversely affect adjacent building occupants, the Contractor must begin to correct the issue **immediately** to prevent further damage and within 48 hours have rectified the problem, or have a clear work plan for the long term rectification of the issue to comply with the Contract Documents. The Contractor shall provide detailed documentation demonstrating repair or replacement of all warranty items.

§ 12.2.2.2 The two-year (2 year) period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year (2 year) period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Colorado, and venue shall be in Carbondale, Colorado.

§ 13.1.1 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to the respective persons at the addresses listed below.

Owner:
Carbondale & Rural Fire Protection District
300 Meadowood Drive

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Carbondale, CO 81623

Contractor:
PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

Architect:
BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

Owner's Representative:
Phil Vaughan Construction Management, Inc.
Attn. Philip Vaughan- President
1038 County Road 323
Rifle, CO 81650

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Owner's Representative, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall schedule such tests, inspections, and approvals with an independent testing laboratory or entity contracted by the Owner. Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner's Representative and Architect timely notice of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Owner's Representative, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner's Representative and Architect will, upon written authorization from the Owner, instruct the Contractor to make

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arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner's Representative and Architect of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Representative's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Representative for transmittal to the Architect.

§ 13.4.5 If the Owner's Representative or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Owner's Representative or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Interest on amounts ultimately determined to be due to a Contractor or the Owner shall be payable at the statutory rated applicable to judgments from the date the claim arose through the date of decision or judgement, whichever is later.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Owner's Representative has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Owner's Representative and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Owner's Representative and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Owner's Representative, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's Representative's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Owner's Representative, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence call claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable Colorado law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Owner's Representative and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Owner's Representative, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Venue and jurisdiction for any suit brought to enforce the terms of this Agreement shall be in Garfield County District Court, State of Colorado.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 LITIGATION

§ 15.4.1 Litigation. This Contract, and all matters interpreting it and arising under it shall be enforced in, and all parties, do now submit to, the exclusive jurisdiction and venue of the District Court, County of Garfield, State of Colorado, in the event of any litigation concerning this Contract, and regardless of where this Contract may be executed. Each party consents to and agrees to file a general appearance in the event that it receives service of process.

(Paragraphs deleted)

§ 15.4.2 Jury Trial Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or the Contract Documents. The complex commercial and professional aspects of the Contract make a jury determination neither desirable nor appropriate. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.3 Removal Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to remove any action to United States District Court for the District of Colorado, regardless of the presence of diversity of citizenship among or between the parties. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.4 Attorneys Fees: In the event that either party brings legal action to enforce any provision of this Contract, the prevailing party shall be awarded all of its reasonable costs and expenses, including attorney's fees, incurred by such party in connection with such action.

Article 16 Owner's Specific Additional Concerns

§ 16.1 Notwithstanding the above, the Owner has a unique set of stakeholders with which the Owner must cooperate and coordinate. The Contractor shall cooperate with the Owner and the Owner's stakeholders throughout the Project when requested by the Owner. The Owner may request tours from time to time of the project and the site. The

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Contractor shall indicate in writing when such activity will be permitted and when the site is off limits. These requirements shall be coordinated through the Owner's Representative.

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Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

...

THE ~~CONSTRUCTION MANAGER:~~OWNER'S REPRESENTATIVE:

...

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

...

(Name, legal status, and address)
Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

...

(Name, legal status, and address)

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

THE CONTRACTOR also referred to as Construction Manager/General Contractor:
(Name, legal status, address, and other information)

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

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4 ARCHITECT AND ~~CONSTRUCTION MANAGER~~OWNER'S REPRESENTATIVE

...

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15 CLAIMS AND DISPUTES

16 OWNER'S SPECIFIC ADDITIONAL CONCERNS

17 WORKER WITHOUT AUTHORIZATION

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§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the ~~Construction Manager or the Construction Manager's~~ Owner's Representative or the Owner's Representative's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the ~~Construction Manager or the Construction Manager's~~ Owner's Representative or the Owner's Representative's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the ~~Construction Manager~~ Owner's Representative and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The ~~Construction Manager~~ Owner's Representative and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

...

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and ~~Construction Manager.~~ Owner's Representative.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and ~~Construction Manager.~~Owner's Representative.

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The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the ~~Construction Manager~~ Owner's Representative and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's ~~authorized representative.~~ Project Manager.

...

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent

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changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the ~~Construction Manager,~~ Owner's Representative, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an ~~architect~~ Architect lawfully licensed to practice ~~architecture,~~ Architecting, or an entity lawfully practicing ~~architecture,~~ Architecting, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a ~~construction manager~~ Owner's Representative adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the ~~Construction Manager~~ Owner's Representative in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the ~~Construction Manager~~ Owner's Representative or Architect terminates, the Owner shall employ a successor ~~construction manager or architect~~ Owner's Representative or Architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the ~~Construction Manager~~ Owner's Representative or Architect, respectively.
PAGE 6

§ 2.3.8 The Owner shall forward all communications to the Contractor through the ~~Construction Manager.~~ Owner's Representative. Other communication shall be made as set forth in Section 4.2.6.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the ~~Construction Manager~~ Owner's Representative and prior approval of the Architect, and the ~~Construction Manager~~ Owner's Representative or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" and "Construction Manager/General Contractor" means the Contractor or the Contractor's authorized representative.
PAGE 7

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the ~~Construction Manager~~ Owner's Representative or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Construction Manager~~ Owner's Representative and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the ~~Construction Manager~~ Owner's Representative in such form as the ~~Construction Manager~~ Owner's Representative and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the ~~Construction Manager~~ Owner's Representative and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to ~~Construction Manager~~ Owner's Representative in such form as the ~~Construction Manager~~ Owner's Representative and Architect may require.

...

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the ~~Construction Manager,~~ Owner's Representative, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The ~~Construction Manager~~ Owner's Representative shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the ~~Construction Manager~~ Owner's Representative objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, and in accordance with a Change Order or Construction Change Directive.

...

§ 3.5.1 The Contractor warrants to the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the ~~Construction Manager~~ Owner's Representative or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~All purchases of construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Owner's State of Colorado tax identification number is 98-01656-000.

...

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§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the ~~Construction Manager,~~ Owner's Representative, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, ~~Construction Manager,~~ Owner's Representative, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and ~~Construction Manager~~ Owner's Representative will promptly investigate such conditions and, if the Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, ~~Construction Manager,~~ Owner's Representative, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. No subcontractor shall perform work on the site without the presence of the Superintendent or Assistant Superintendent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the ~~Construction Manager,~~ Owner's Representative, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the ~~Construction Manager~~ Owner's Representative may notify the Contractor, stating whether the Owner, the ~~Construction Manager,~~ Owner's Representative, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the ~~Construction Manager~~ Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, ~~Construction Manager,~~ Owner's Representative, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. The Contractor shall designate a second person in charge in writing in the event the Superintendent is temporarily absent due to illness, vacation, or any other cause(s).

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§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the ~~Construction Manager's~~ Owner's Representative's use in developing the Project schedule, a

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Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the ~~Construction Manager~~ Owner's Representative in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the ~~Construction Manager's~~ Owner's Representative's and Architect's approval. The Architect and ~~Construction Manager's~~ Owner's Representative's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the ~~Construction Manager~~ Owner's Representative and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the ~~Construction Manager,~~ Owner's Representative, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the ~~Construction Manager.~~ Owner's Representative. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the ~~Construction Manager~~ Owner's Representative to conform to the Project schedule.

§ 3.10.4 This Contractor's Construction Schedule will include, but is not limited to, work activities required by each section of the specifications as listed in the Contract Documents to complete the Work . The duration and sequence for each work activity and dependency of the work activity on other work activities will be generated by the Contractor. The Construction Schedule is to be used, among other functions, to provide a comprehensive planning tool for completion of both the Work and the Project. The Contractor will provide regular schedule updates issued in .pdf and native Microsoft Project file formats. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect, and incorporated into the approved Project schedule.

§ 3.10.5 The Contractor shall cooperate with the Owner's Representative as Adviser in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the operations of the Owner's own forces.

§ 3.10.6 The Contractor shall produce a short interval schedule (5 week look-ahead) on major weekly work activities. At each weekly job meeting this schedule will be reviewed by the Contractor with all affected Subcontractors and the Owner's Representative.

§ 3.10.7 Delivery and Storage. The Contractor shall exercise due diligence in ensuring that all equipment, material, and supplies are delivered in advance of the date they are required on the project.

...

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the ~~Construction Manager,~~ Owner's Representative, Architect, and Owner, and delivered to the ~~Construction Manager~~ Owner's Representative for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in

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the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and ~~Construction Manager~~ Owner's Representative is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the ~~Construction Manager~~ Owner's Representative and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the ~~Construction Manager~~ Owner's Representative or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the ~~Construction Manager,~~ Owner's Representative, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the ~~Construction Manager~~ Owner's Representative and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the ~~Construction Manager~~ Owner's Representative in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

...

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the ~~Construction Manager~~ Owner's Representative and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the ~~Construction Manager~~ Owner's Representative and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or ~~engineering~~ Architecting unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the ~~Construction Manager~~ Owner's Representative shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ~~Construction Manager~~ Owner's

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Representative shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the ~~Construction Manager~~ Owner's Representative and Architect at the time and in the form specified by the Architect.

§ 3.12.11 Before ordering any material or doing any Work, the Contractor shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Architect for consideration before proceeding with the Work. The Contractor shall use its utmost efforts to identify discrepancies in dimensions in a timely manner and notify the Owner, Architect and Owner's Representative of these prior to commencing any work affected by the ambiguous dimensions.

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§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the ~~Construction Manager~~ Owner's Representative before using any portion of the site.

§ 3.13.3 Protection of construction materials and equipment stored at the Project Site from weather, theft, vandalism, damage or all other adversity is solely the responsibility of the Contractor and its subcontractors, to the extent that such losses are not covered by builder's risk insurance.

§ 3.13.4 During the performance of the Work required by this Agreement, the Contractor or Subcontractor, will use such entrances to the construction site that may be designated by the Owner. These entrances may be reviewed and changed from time to time by the Owner.

§ 3.13.5 The Owner and Contractor shall agree upon responsibility for snow removal for each project.

§ 3.13.6 The Contractor shall be responsible for the mitigation and/or abatement of all noise, dust, erosion, fumes, traffic, recycling of construction materials, or other by-product of construction activity that have an adverse effect on the adjacent residents

§ 3.13.7 Erosion Control: Contractor shall prepare and implement a Stormwater Management Plan in accordance with EPA's National Pollutant Discharge Elimination System (NPDES) General Permit for stormwater discharges from Large and Small Construction Activities. Any mud tracked onto public roadways shall be removed daily.

§ 3.13.8 The Contractor is advised that the project site area is subject to high winds. The Contractor shall maintain all materials secured or tied down daily to prevent possible damage caused by flying materials and debris.

§ 3.13.9 The Contractor shall maintain access around the construction site and to existing businesses, residences, public facilities, accessways and buildings as defined in the drawings and Project Schedule.

§ 3.13.10 The Contractor shall provide all necessary sanitary facilities for its own forces during construction.

§ 3.13.11 Inappropriate Behavior: The Contractor shall control its employees and subcontractors on the job site at all times. Alcohol and illegal drugs shall be strictly prohibited on the Project at all times. Any intoxicated person(s) shall be immediately removed from the Project. Workers shall dress in an appropriate manner on the Project at all times. Profanity and loud or offensive behavior shall be strictly prohibited, as well as any other activities deemed inappropriate to the Owner. The Owner shall be entitled to demand the permanent removal from the Project of any person(s) who are repeat offenders.

§ 3.13.12 The Contractor shall layout and mark any plantings, shrubs and trees which will require removal a minimum of five (5) business days prior to their removal. The Contractor shall notify the Owner, Architect and Owner's Representative in writing immediately upon completion of this marking. The Owner will then give permission for removal in writing to the Contractor. Plantings, shrubs, and trees shall not be removed or damaged without such permission.

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§ 3.13.13 The Contractor shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto.

§ 3.13.14 The Contractor shall notify all public utility companies a minimum of three (3) business days prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the Architect to proceed has been given to the Contractor. If the utility service must be interrupted, the Contractor shall notify the head of the local utility services, the Owner, the Architect, the Owner's Representative, and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give notice to such utility users.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the ~~Construction Manager,~~ Owner's Representative, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

...

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or ~~Construction Manager~~ Owner's Representative with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

...

The Contractor shall provide the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect with access to the Work in preparation and progress wherever located.

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or ~~Construction Manager.~~ Owner's Representative. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the ~~Construction Manager.~~Owner's Representative.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Construction Manager, Architect, Construction Manager's~~ Owner's Representative, Architect, Owner's Representative's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and expert witness fees, 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 to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. In the event Contractor is liable for all or any portion of any claim, damages, losses or expenses, Contractor shall reimburse Owner for its reasonable attorney's fees, expert witness fees, and costs that are attributable to Contractor's pro rata share of liability.

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...

~~**ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**~~
ARTICLE 4 ARCHITECT AND OWNER'S REPRESENTATIVE

...

§ 4.1.2 The ~~Construction Manager~~ Owner's Representative is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the ~~Construction Manager~~ Owner's Representative and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, ~~Construction Manager,~~ Owner's Representative, Architect, and Contractor. Consent shall not be unreasonably withheld.

...

§ 4.2.1 The ~~Construction Manager~~ Owner's Representative and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The ~~Construction Manager~~ Owner's Representative and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the ~~Construction Manager~~ Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and ~~Construction Manager~~ Owner's Representative known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The ~~Construction Manager shall provide one or more representatives who~~ Owner's Representative shall provide one representative during the Construction Phase. The representative shall be in attendance at the Project site ~~whenever the Work is being performed. The Construction Manager~~ when deemed necessary by the Owner. The staffing requirement shall not be construed as continuous on-site staffing during the Construction Phase. The Owner's Representative will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The ~~Construction Manager~~ Owner's Representative will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The ~~Construction Manager,~~ Owner's Representative, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the ~~Construction Manager~~ Owner's Representative nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.5.1 The Owner's Representative will not be responsible or liable for the acts or omissions of the Architect, Contractor, or any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.

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§ 4.2.5.2 The Owner's Representative shall schedule and conduct job meetings to be attended by the Contractor and representatives of the Owner and Architect to discuss such matters as procedures, progress, problems and scheduling. Owner's Representative shall prepare and distribute minutes of such meetings.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the ~~Construction Manager's~~ Owner's Representative's consultants through the ~~Construction Manager~~ Owner's Representative about matters arising out of or relating to the Contract Documents. The Owner and ~~Construction Manager~~ Owner's Representative shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the ~~Construction Manager~~ Owner's Representative otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the ~~Construction Manager.~~ Owner's Representative. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The ~~Construction Manager~~ Owner's Representative and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and ~~Construction Manager~~ Owner's Representative have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the ~~Construction Manager~~ Owner's Representative considers it necessary or advisable, the ~~Construction Manager~~ Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the ~~Construction Manager~~ Owner's Representative will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the ~~Construction Manager's~~ Owner's Representative's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the ~~Construction Manager~~ Owner's Representative to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the ~~Construction Manager~~ Contractor shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the ~~Construction Manager.~~ Owner's Representative. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The ~~Construction Manager~~ Architect will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the ~~Construction Manager~~ Owner's Representative will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the ~~Construction Manager~~ Architect represents to the Owner and ~~Architect~~ Owner's Representative that the ~~Construction Manager~~ Architect has reviewed and recommended them for approval. The ~~Construction Manager's~~ Architect's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the ~~Construction Manager.~~Owner's Representative.

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§ 4.2.12 Review of the Contractor's submittals by the ~~Construction Manager and~~ Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The ~~Construction Manager~~ Owner's Representative and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The ~~Construction Manager~~ Owner's Representative and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The ~~Construction Manager will prepare Change Orders and Construction Change Directives.~~Contractor shall prepare Proposed Change Orders (PCO's) which will be reviewed and recommended by the Owner's Representative and the Architect prior to submission to the Owner for acceptance.

§ 4.2.14 The ~~Construction Manager~~ Owner's Representative and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the ~~Construction Manager~~ Owner's Representative will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The ~~Construction Manager~~ Owner's Representative will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The ~~Construction Manager~~ Owner's Representative will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the ~~Construction Manager~~ Owner's Representative of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the ~~Construction Manager,~~ Owner's Representative, Owner, or Contractor through the ~~Construction Manager.~~ Owner's Representative. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 4.2.21 The ~~Construction Manager~~ Owner's Representative will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the ~~Construction Manager's~~ Owner's Representative's recommendation. The Architect will review and respond in writing, through the ~~Construction Manager,~~ Owner's Representative, to requests for information about the Contract Documents. The ~~Construction Manager's~~ Owner's Representative's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the ~~Construction Manager,~~ Owner's Representative, for review by the Owner, ~~Construction Manager~~ Owner's Representative and Architect, of the persons or entities proposed for each principal portion of the

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Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the ~~Construction Manager~~ Owner's Representative may notify the Contractor whether the Owner, the ~~Construction Manager~~ Owner's Representative or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the ~~Construction Manager~~ Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, ~~Construction Manager~~ Owner's Representative or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, ~~Construction Manager~~ Owner's Representative or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, ~~Construction Manager~~ Owner's Representative or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, ~~Construction Manager~~ Owner's Representative or Architect makes reasonable objection to such substitution.

...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, ~~Construction Manager~~ Owner's Representative and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, ~~Construction Manager~~ Owner's Representative and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
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§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, ~~Construction Manager~~ Owner's Representative and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the ~~Construction Manager~~ Owner's Representative and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the ~~Construction Manager~~ Owner's Representative and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.
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If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the ~~Construction Manager,~~ Owner's Representative, with notice to the Architect, will allocate the cost among those responsible.

...

§ 7.1.2 ~~A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.~~Any increase or decrease to the Contract Time or Schedule resulting from changes to the Contract Documents shall be included in each Change Order. Responses to requests from the Owner, or Claims from the Contractor for an increase in the Guaranteed Maximum Price shall include, if applicable, any request for change of the Contract Time or Schedule and the cost associated therewith. In the absence of an adequately documented request for change of the Contract Time or Schedule included in the request for a Change Order, no subsequent adjustment of the Contract Time or Schedule will be considered relative to such Change Order.

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The total allowable overhead and profit on changes in the Work included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, Ten percent (10%) of the cost for Profit.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, Ten percent (10%) of the cost for Profit.

.3 Overhead shall be included in preparation of the costs for both labor and materials.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subsection 7.3.4.

§ 7.1.4 Each Change Order request, Construction Change Directive price, or claim submitted by the Contractor shall be accompanied by a complete itemization and quantification of costs including unit rates, labor costs, materials, quantities, subcontracts and markups. Subcontract pricing shall also be itemized and quantified.

§ 7.1.5 A Change Order shall be based upon agreement among the Owner, Owner's Representative, Contractor, and Architect; a Construction Change Directive requires agreement by the Owner Owner's Representative and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.6 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

A Change Order is a written instrument prepared by the ~~Construction Manager~~ Owner's Representative and signed by the Owner, ~~Construction Manager,~~ Owner's Representative, Architect, and Contractor, stating their agreement upon all of the following:

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.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Notwithstanding anything in the Contract Documents to the contrary, Amendments, Construction Change Directives, or Change Orders shall not be binding on the Owner without an authorized signature.

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§ 7.3.1 A Construction Change Directive is a written order prepared by the ~~Construction Manager~~ Owner's Representative and signed by the Owner, ~~Construction Manager~~ Owner's Representative and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Construction Manager~~ Owner's Representative shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Construction Manager~~ Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the ~~Construction Manager~~ Owner's Representative and Architect;

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the ~~Construction Manager~~ Owner's Representative of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Construction Manager~~ Owner's Representative and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The ~~Construction Manager~~ Owner's Representative and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the ~~Construction Manager~~ Owner's Representative and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the ~~Construction Manager~~ Owner's Representative and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the ~~Construction Manager~~ Owner's Representative shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

...

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Construction Manager~~ Owner's Representative and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the ~~Construction Manager~~ Owner's Representative that such change

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will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.
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§ 8.2.3 The Contractor shall begin the Work within seven (7) days of the date of commencement in the Notice to Proceed. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time.

§ 8.2.4 In the event that the Contractor fails, or appears likely to fail, to complete a Contractual Milestone or completion date as evidenced by the latest update of the Contractor's Construction Schedule, through no fault of the Owner, Architect or Owner's Representative, or any of their employees, the Owner shall have the right to impose any or all of the following options:

§ 8.2.4.1 Require the Contractor to prepare a Recovery Plan to get back on schedule within ten (10) days.

§ 8.2.4.2 If the Recovery Plan proposed by the Contractor does not reflect completion of the Project by the applicable Contractual Milestone or completion dates in the current Contractor's Schedule, as adjusted, the Owner may unilaterally establish a Recovery Plan and the Contractor shall comply therewith, and/or the Owner's Representative may require the Contractor to take any of the actions set forth below and its subsections without additional cost to the Owner, Owner's Representative, or Architect to makeup the lag in scheduled progress.

§ 8.2.4.3 Require the Contractor to increase its work force, work overtime, and/or extra shifts, and do whatever else is required by the Owner until Contractor gets back on schedule as established by the Contractor's Construction Schedule (including any updates thereto), such measures being at no extra cost to Owner .

§ 8.2.4.4 Withhold progress payment in accordance with Section 9.5.1.

§ 8.2.4.5 Contact or visit any factory, plant or distribution center whose production or delivery schedule may be causing a delay to the scheduled completion of the Work, and expedite same, at Contractor's expense.

§ 8.2.4.6 Failure of the Contractor to substantially comply with the requirements of Section 8.2 shall be grounds for a determination by the Owner that the Contractor is in breach of this Contract by failing to prosecute the Work to ensure its completion within both the Contract Time and the updated Contractor's Construction Schedule.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, ~~Construction Manager,~~ Owner's Representative, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the ~~Construction Manager,~~ Owner's Representative, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the ~~Construction Manager,~~ Owner's Representative, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Construction Manager~~ Owner's Representative and the Architect. This schedule, unless objected to by the ~~Construction Manager~~ Owner's Representative or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The ~~Construction Manager~~ Owner's Representative shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the ~~Construction Manager~~ Owner's Representative and supported by such data to substantiate its accuracy as the ~~Construction Manager~~ Owner's Representative and the Architect may require, and unless objected to by the ~~Construction Manager~~ Owner's Representative or the Architect,

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shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Schedule of Values shall include a separate line item for monthly updating of the As-Built Record Drawings in electronic format.

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§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the ~~Construction Manager~~ Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, ~~Construction Manager~~ Owner's Representative or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the ~~Construction Manager~~ Owner's Representative and Architect, but not yet included in Change Orders.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such ~~materials and equipment or otherwise protect the Owner's interest, and~~ stored materials and equipment , which must be properly labeled with the Project, must be available for inspection by the Architect and Owner's Representative, and must be accompanied by documentary evidence as to quantity and value of materials, including insurance on the materials as evidenced by a Certificate of Insurance noting the Owner and Contractor as an Additional Insured. The Application for Payment shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work. Evidence of payment for all work included in previous payments to the Contractor shall be provided in writing from each subcontractor and material supplier.

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§ 9.4.1 Where there is only one Contractor, the ~~Construction Manager~~ Owner's Representative will, within seven days after the ~~Construction Manager's~~ Owner's Representative's receipt of the Contractor's Application for Payment, review the Application, certify the amount the ~~Construction Manager~~ Owner's Representative determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the ~~Construction Manager,~~ Owner's Representative, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the ~~Construction Manager;~~ Owner's Representative; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The ~~Construction Manager~~ Owner's Representative will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the ~~Construction Manager~~ Owner's Representative will, within seven days after the ~~Construction Manager~~ Owner's Representative receives all

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of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the ~~Construction Manager~~ Owner's Representative determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the ~~Construction Manager~~ Owner's Representative determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the ~~Construction Manager,~~ Owner's Representative, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the ~~Construction Manager;~~ Owner's Representative; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The ~~Construction Manager~~ Owner's Representative will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The ~~Construction Manager's~~ Owner's Representative's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the ~~Construction Manager's~~ Owner's Representative's evaluation of the Work and the data in the Application or Applications for Payment. The ~~Construction Manager's~~ Owner's Representative's certification will constitute a representation that, to the best of the ~~Construction Manager's~~ Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the ~~Construction Manager,~~ Owner's Representative, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the ~~Construction Manager~~ Owner's Representative or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the ~~Construction Manager~~ Owner's Representative or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.7 Retainage of five percent (5%) will be withheld as detailed in the AIA Document A132-2019 Section 5.1.7 Retainage.

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§ 9.5.1 The ~~Construction Manager~~ Owner's Representative or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the ~~Construction Manager's~~ Owner's Representative's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the ~~Construction Manager~~ Owner's Representative or Architect is unable to certify payment in the amount of the Application, the ~~Construction Manager~~ Owner's Representative will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, ~~Construction Manager~~ Owner's Representative and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for

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Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The ~~Construction Manager~~ Owner's Representative or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the ~~Construction Manager's~~ Owner's Representative's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. In the event the Architect nullifies a previously issued Certificate for Payment, and the Owner has, prior to such nullification, paid thereon, the Contractor shall promptly reimburse to the Owner amounts the latter had paid pursuant to the nullified Certificate for Payment. Alternately, the Owner may withhold payment in any subsequent Application for Payment, until the reasons for nullification of the previously issued project Certificate for Payment have been remedied.

§ 9.5.4 If the Architect or ~~Construction Manager~~ Owner's Representative withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the ~~Construction Manager,~~ Owner's Representative, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 The Contractor shall not stop work or terminate the Contract if the Architect should refuse to issue certification under Section 9.5 or its subsections or any other portion of the General Conditions as supplemented herein.

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§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the ~~Construction Manager~~ Owner's Representative and Architect.

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§ 9.6.3 The ~~Construction Manager~~ Owner's Representative will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, ~~Construction Manager~~ Owner's Representative and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, ~~Construction Manager~~ Owner's Representative nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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If the ~~Construction Manager~~ Owner's Representative and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the ~~Construction Manager's~~ Owner's Representative's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Construction Manager~~ Owner's Representative and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, ~~Construction Manager~~ Owner's Representative and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the ~~Construction Manager,~~ Owner's Representative, and the Contractor and ~~Construction Manager~~ Owner's Representative shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the ~~Construction Manager,~~ Owner's Representative, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the ~~Construction Manager,~~ Owner's Representative, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the ~~Construction Manager,~~ Owner's Representative, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the ~~Construction Manager~~ Owner's Representative will prepare, and the ~~Construction Manager~~ Owner's Representative and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for 200% of the value of the Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The Contractor shall provide a digital video record of all Owner staff training and commissioning of equipment. These videos will become a permanent part of all Operations and Maintenance manuals as applicable.

§ 9.8.7 The Contractor shall furnish the Owner "As-built Record Drawings" on a USB drive in .pdf format. The Architect shall furnish one set of the original bidding documents to the Contractor for this work as "backgrounds" in electronic media as described above. Record Specifications shall be similarly modified, using Microsoft Word 2016 or later. The Contractor shall furnish the Owner "As-built Record Drawings" on USB drive at Final Completion.

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§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and ~~Construction Manager~~ Owner's Representative shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the ~~Construction Manager.~~Owner's Representative.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, ~~Construction Manager,~~ Owner's Representative, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the ~~Construction Manager~~ Owner's Representative a notice that the Work is ready for final inspection and acceptance, and shall also forward to the ~~Construction Manager~~ Owner's Representative a final Contractor's Application for Payment. Upon receipt, the ~~Construction Manager~~ Owner's Representative shall perform an inspection to confirm the completion of Work of the Contractor. The ~~Construction Manager~~ Owner's Representative shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Construction Manager~~ Owner's Representative and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The ~~Construction Manager's~~ Owner's Representative's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the ~~Construction Manager~~ Owner's Representative (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the ~~Construction Manager~~ Owner's Representative and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the ~~Construction Manager~~ Owner's Representative and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the ~~Construction Manager~~ Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the ~~Construction Manager~~ Owner's Representative for review and coordination with the safety programs of other Contractors. The ~~Construction Manager's~~ Owner's Representative's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the ~~Construction Manager.~~Owner's Representative.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, ~~Construction Manager~~ Owner's Representative or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, ~~Construction Manager~~ Owner's Representative and Architect.

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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, ~~Construction Manager~~ Owner's Representative and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, ~~Construction Manager~~ Owner's Representative and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the ~~Construction Manager~~ Owner's Representative and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, ~~Construction Manager~~ Owner's Representative or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the ~~Construction Manager~~ Owner's Representative and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, ~~Construction Manager,~~ Owner's Representative, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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§ 11.1 ~~Contractor's Insurance and Bonds~~Contractor's Insurance and Bonds- Refer to AIA Document A132-2019- Exhibit A- Insurance and Bonds

§ 11.1.1 ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The~~

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~~Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

~~§ 11.1.2~~ ~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~§ 11.1.3~~ ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

~~§ 11.2 Owner's Insurance~~

~~§ 11.2.1~~ ~~The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~§ 11.2.2 Failure to Purchase Required Property Insurance.~~ ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the ~~Construction Manager and Construction Manager's~~ Owner's Representative and Owner's Representative's consultants; (3) the Architect and Architect's

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consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the ~~Construction Manager, Construction Manager's~~ Owner's Representative, Owner's Representative's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and ~~Construction Manager~~ Owner's Representative for loss of use of the Owner's property, due to fire or other hazards however caused.

...

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the ~~Construction Manager,~~ Owner's Representative, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the ~~Construction Manager,~~ Owner's Representative, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

...

§ 12.1.1 If a portion of the Work is covered contrary to the ~~Construction Manager's~~ Owner's Representative's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the ~~Construction Manager~~ Owner's Representative or Architect has not specifically requested to examine prior to its being covered, the ~~Construction Manager~~ Owner's Representative or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

...

The Contractor shall promptly correct Work rejected by the ~~Construction Manager~~ Owner's Representative or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.
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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a

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written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, ~~Construction Manager~~ Owner's Representative or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.1.1 Should the warranty issue involve a leak, water ingress, flooding, hazardous material, potential for increased damage to adjacent buildings, or adversely affect adjacent building occupants, the Contractor must begin to correct the issue **immediately** to prevent further damage and within 48 hours have rectified the problem, or have a clear work plan for the long term rectification of the issue to comply with the Contract Documents. The Contractor shall provide detailed documentation demonstrating repair or replacement of all warranty items.

§ 12.2.2.2 The ~~one-year~~ two-year (2 year) period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The ~~one-year~~ two-year (2 year) period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

...

The Contract shall be governed by the ~~law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~laws of the State of Colorado, and venue shall be in Carbondale, Colorado.

§ 13.1.1 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to the respective persons at the addresses listed below.

Owner:
Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623

Contractor:
PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

Architect:
BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

Owner's Representative:
Phil Vaughan Construction Management, Inc.
Attn. Philip Vaughan- President
1038 County Road 323
Rifle, CO 81650

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§ 13.3.2 No action or failure to act by the Owner, ~~Construction Manager,~~ Owner's Representative, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.3.3 Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. ~~Unless otherwise provided, the Contractor shall make arrangements for~~ The Contractor shall schedule such tests, inspections, and approvals with an independent testing laboratory or entity ~~acceptable to the Owner, or with the appropriate public authority, and~~ contracted by the Owner. Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the ~~Construction Manager~~ Owner's Representative and Architect timely notice of when and where tests and inspections are to be made so that the ~~Construction Manager~~ Owner's Representative and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the ~~Construction Manager,~~ Owner's Representative, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the ~~Construction Manager~~ Owner's Representative and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ~~Construction Manager~~ Owner's Representative and Architect of when and where tests and inspections are to be made so that the ~~Construction Manager~~ Owner's Representative and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Construction Manager~~ Owner's Representative for transmittal to the Architect.

§ 13.4.5 If the ~~Construction Manager~~ Owner's Representative or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the ~~Construction Manager~~ Owner's Representative or Architect will do so promptly and, where practicable, at the normal place of testing.

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~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~Interest on amounts ultimately determined to be due to a Contractor or the Owner shall be payable at the statutory rated applicable to judgments from the date the claim arose through the date of decision or judgement, whichever is later.

...

.3 Because the ~~Construction Manager~~ Owner's Representative has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, ~~Construction Manager~~ Owner's Representative and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, ~~Construction Manager~~ Owner's Representative and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the ~~Construction Manager,~~ Owner's Representative, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, ~~and construction equipment and machinery~~ thereon owned by the Contractor;

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the ~~Construction Manager,~~ Owner's Representative, and this obligation for payment shall survive termination of the Contract.

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The Owner and Contractor shall commence ~~all Claims and causes of action against the other and~~ call claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the ~~Contract, whether in contract, tort, breach of warranty or otherwise,~~ Contract in accordance with the requirements of the ~~binding~~ final dispute resolution method selected in the Agreement ~~and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ within the time period specified by applicable Colorado law. The Owner and Contractor waive all ~~Claims~~ claims and causes of action not commenced in accordance with this ~~Section 15.1.2.~~Section 15.1.2.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the ~~Construction Manager~~ Owner's Representative and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The ~~Architect~~ Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.

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Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the ~~Construction Manager,~~ Owner's Representative, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Venue and jurisdiction for any suit brought to enforce the terms of this Agreement shall be in Garfield County District Court, State of Colorado.

...

§ 15.4 ~~Arbitration~~LITIGATION

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~Litigation. This Contract, and all matters interpreting it and arising under it shall be enforced in, and all parties, do now submit to, the exclusive jurisdiction and venue of the District Court, County of Garfield, State of Colorado, in the event of any litigation concerning this Contract, and regardless of where this Contract may be executed. Each party consents to and agrees to file a general appearance in the event that it receives service of process.

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined~~

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~~consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.4.2 Jury Trial Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or the Contract Documents. The complex commercial and professional aspects of the Contract make a jury determination neither desirable nor appropriate. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.3 Removal Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to remove any action to United States District Court for the District of Colorado, regardless of the presence of diversity of citizenship among or between the parties. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.4 Attorneys Fees: In the event that either party brings legal action to enforce any provision of this Contract, the prevailing party shall be awarded all of its reasonable costs and expenses, including attorney's fees, incurred by such party in connection with such action.

Article 16 Owner's Specific Additional Concerns

§ 16.1 Notwithstanding the above, the Owner has a unique set of stakeholders with which the Owner must cooperate and coordinate. The Contractor shall cooperate with the Owner and the Owner's stakeholders throughout the Project when requested by the Owner. The Owner may request tours from time to time of the project and the site. The Contractor shall indicate in writing when such activity will be permitted and when the site is off limits. These requirements shall be coordinated through the Owner's Representative.

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

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I, Philip B. Vaughan- President- Phil Vaughan Construction Management, Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:11:43 ET on 01/04/2026 under Order No. 2114456543 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBIT D

Carbondale & Rural Fire Protection District

REQUEST FOR PROPOSALS- CONSTRUCTION MANAGER/GENERAL CONTRACTOR

November 20, 2025

CLOSING DATE: Wednesday, December 10, 2025 at 5:00 p.m. Mountain Time

Rob Goodwin-Chief
Carbondale & Rural Fire Protection District
301 Meadowood Drive
Carbondale, CO 81623
Email :rgoodwin@carbondalefire.org
Ph: 970.963.2491

Mr. Phil Vaughan
Owner's Representative
President-Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650
O.(970) 625-5350
C. (970) 379-0428
Email: phil@pvcmi.com

REQUEST FOR PROPOSALS

The Carbondale & Rural Fire Protection District is accepting proposals for Construction Manager/General Contractor for a series of capital construction and facilities projects for the Carbondale and Rural Fire Protection District ("CRFPD" or the "District"). CRFPD intends to award this contract to a qualified firm based on expertise, qualifications and cost.

Proposals are due on Wednesday, December 10, 2025 at 5:00 p.m. Mountain Time.

A Mandatory pre-proposal conference will be conducted for this project on Tuesday, December 2, 2025 at 9:00 a.m. Mountain Time at the CRFPD District Headquarters- 301 Meadowood Drive Carbondale, CO 81623.

CRFPD reserves the right to reject any or all Proposals or accept what is, in its judgment, the Proposal which is in CRFPD's best interest. CRFPD further reserves the right, in the best interests of the CRFPD, to waive any technical defects or irregularities in any and all Proposals submitted.

The Proposal must be emailed to Chief Rob Goodwin at rgoodwin@carbondalefire.org and Phil Vaughan at phil@pvcmi.com with the subject line **"CRFPD- Construction Manager/General Contractor"**.

Discussion may be conducted with responsible offerors who submit Proposals determined to be reasonably susceptible to be selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements.

In addition to price, the criteria set forth in this document will be considered in judging which Proposal may be deemed to be in the best interests of CRFPD.

Any and all of the documents that are submitted to the CRDPD may be deemed public records subject to examination and inspection by third parties. The CRFPD reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal or other writing submitted pursuant to this request.

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INTRODUCTION

CRFPD's 2025 to 2029 Strategic Plan identified several areas of capital improvement that needed to be addressed in a timely manner. In November of 2025, District voters approved a bond and an increase in district sales tax and property taxes for Fire Protection, Emergency Medical Response, Rescue, Safety and support services.

Facilities Construction/Renovation includes:

• **Station 81 – Carbondale** 300 Meadowood Drive Carbondale, CO 81623	Crew Quarters- 1st and 2nd floor renovation and upgrades. Estimated timeline for design and construction: 2026
• **District Headquarters** 301 Meadowood Drive Carbondale, CO 81623	Lower floor renovation and upper floor flooring Estimated timeline for design and construction: 2026
• **Station 82 – Redstone** Address: TBD Redstone, CO 81623	Construction of a new 5,000 sq. ft. fire station Estimated timeline for property acquisition and design: 2026 Estimated construction: 2027
• **Station 82 – Redstone** 1085 Redstone Blvd. Redstone, CO 81623	Renovation and an addition to the existing fire station to convert to Workforce Housing. Estimated timeline for design: 2026 Estimated construction: 2028
• **Marble Workforce Housing** Address: TBD Marble, CO 81623	Construction of Workforce Housing- 4 units Estimated timeline for property acquisition and design 2026/2027 Estimated construction: 2028
• **Station 85 – Missouri Heights** 6986 County Road 100 Carbondale, CO 81623	Addition onto the existing station to include Crew Quarters and 4 units of Workforce Housing. Estimated timeline for property acquisition and design: 2026/2027 Estimated construction: 2028
• **Carbondale Workforce Housing** Address: TBD Carbondale, CO 81623	3 story structure with basement. 66 dwelling units. Estimated timeline for property acquisition and design: 2027 Estimated construction: 2028/2029

The Owner's Representative, Design Team and Construction Manager/General Contractor will work directly with the Board of Director's Capital Projects Subcommittee and District Staff.

Each facility to be constructed/renovated may have an individual building committee made up of interested staff and volunteers to provide feedback on programming and building configuration.

The District has contracted with Phil Vaughan Construction Management, Inc. to serve as the Owner's Representative for the projects.

The following professional services are to be provided by the Owner's Representative;
1. Assist in preparing an RFP for Professional Design and Engineering Services.
2. Assist in the selection of the Architect/Design Team.
3. Assist in negotiating a suitable Agreement with the Architect.
3. Coordinate and documenting meetings, communications and decisions made by the Architect, District Staff and building committees in programming the various facilities.
4. Assist in preparing an RFP for General Contractor selection.
5. Assist in negotiating a suitable Agreement with the General Contractor.
6. Prepare an overall master schedule for capital facilities programming, design, construction documentation, bidding and negotiation, building construction, FF&E, and final occupancy.
7. Manage and document all project meetings during construction.
8. Provide and document digital photo logs of construction progress.
9. Monitor CM/GC Requests for Information.
10. Monitor CM/GC Change in Work Requests.
11. Review CM/GC Change Orders and Applications for Payment.
12. Document management and control, including all construction and construction administration documents, correspondence, permitting and inspection results and as-built record documents.
13. Coordinate commissioning services.
14. Perform project closeout services.
15. Provide support for logistics of moving and storing items during construction.

The District intends to retain the services of a geotechnical engineer to provide a geotechnical investigation and materials testing for use by the Design Team.

A yet to be named surveyor will be providing existing conditions surveys for each of the project sites in a direct contract with the CRFPD for use by the Design Team.

The District intends to retain the services of a team of design professionals to
- Assistance with facility programming
- Building design and engineering
- Construction documents
- Construction administration

The District also intends to retain the services of a Construction Manager/General contractor to provide pre-construction services including:
- Construction cost estimating
- Consultation on system evaluation and selection
- General project scheduling

The District intends to retain the services of a Commissioning Agent for mechanical and electrical systems.

It is intended that the selected Construction Manager/General Contractor will serve as Construction Manager/General Contractor for all of the facilities construction projects and will organize and obtain competitive bids for subcontract work.

General project schedules are noted above for each project. The final Master Schedule will be determined via coordination and communication between the CRFPD, Owner's Representative, Construction Manager/General Contractor and the Design Team.

PROJECT GOAL AND OBJECTIVES

Goal: Renovate and construct facilities in conformance with the CRFPD Mission Statement, CRFPD Vision Statement, project contract documents and the CRFPD budget goals.

Objectives:
1. Usability – Design both remodel and new buildings to provide modern service levels.

2.Program – Function efficiently and practically into the future.

3.Cost – Comprehensive cost analysis and budget tracking throughout the project design process to keep the CRFPD informed.

4.Design Schedule – ensure design progresses promptly, with due public process and input and regular CRFPD Board of Director updates for decision points.

5.Construction Impact – Develop a viable construction phasing and sequencing plan that maximizes construction efficiency while minimizing the impact of construction on CRFPD operations and residents.

6.Quality – Specify high-quality building materials and systems that deliver comfortable, reliable, durable, efficient and sustainable products.

7.Sustainability – Sustainability in product specification and ongoing operations will be an important goal in the approved design.

8.Safety – Adopt and implement a safety program that provides a safe construction environment for all workers, CRFPD personnel, visitors and the public.

9.Planning – Permit and approval process.

10.Work collaboratively – With all Team Members, Stakeholders and the CRFPD to optimize efficiencies.

11.Stakeholder Participation – Adopt and implement a comprehensive stakeholder review process with a detailed schedule that solicits extensive user group input and effectively incorporates feedback into the design and construction plan.

SCOPE OF WORK

• **Station 81 – Carbondale** 300 Meadowood Drive Carbondale, CO 81623	Crew Quarters- 1st and 2nd floor renovation and upgrades. Exterior window replacement and acoustical treatment at interior of crew quarters walls facing Highway 133. Remove and replace exterior siding at East and South elevations. Electrical- upgrade electrical receptacles and switches. Upgrade all light fixtures to LED. Mechanical systems- utilize existing system and renovate supply and return ducts to serve new configurations. Plumbing systems- upgrade plumbing fixtures. Wet-pipe fire sprinkler system- renovate to accommodate renovation work. Estimated timeline for design and construction: 2026
• **District Headquarters** 301 Meadowood Drive Carbondale, CO 81623	Lower floor- Training classroom construction including partitions, electrical, audio-visual, mechanical and sound attenuation. The mechanical ductwork in the lower floor requires re-design to allow for ceiling height increases and reduction in mechanical system noise. Electrical- upgrade electrical receptacles and switches. Upgrade all light fixtures to LED. Mechanical systems- utilize existing system and renovate supply and return ducts to serve new configurations. Plumbing systems- renovation. Wet-pipe fire sprinkler system- renovate to accommodate renovation work. Upper floor- flooring replacement. Acoustical attenuation systems in the hallways and conference/training rooms. Estimated timeline for design and construction: 2026
• **Station 82 – Redstone** Address: TBD	Construction of a 5,000 sq. ft. (prox.) fire station. 4 apparatus bays, Bunker Gear, Day Room, Training Room, Fitness Room, 1 office, 2 public restrooms, Crew Quarters- 4 personnel including restrooms/bathing facilities and mechanical Room. Pre-engineered steel construction. Site planning to include utility planning and design to include electrical, natural gas, potable water and sanitary sewer. Estimated timeline for property acquisition and design: 2026 Estimated construction: 2027

• **Station 82 – Redstone** 1085 Redstone Blvd. Redstone, CO 81623	Renovation and an addition to the existing fire station to convert to Workforce Housing. Renovation of the existing residential area on the 2nd floor. Renovation of the existing training room and apparatus bays on the first floor to Workforce Housing. Estimated timeline for design: 2026 Estimated construction: 2028
• **Marble Workforce Housing** Address: TBD Marble, CO 81623	Construction of Workforce Housing- 4 units Estimated timeline for property acquisition and design 2026/2027
• **Station 85 – Missouri Heights** 6986 County Road 100 Carbondale, CO 81623	Addition onto the existing station to include Crew Quarters 4 personnel including restrooms/bathing facilities, mechanical room and 4 units of workforce housing as well. Site planning to include utility planning to include evaluation of the existing electrical, potable water (existing water well) and on-site wastewater treatment system. Estimated timeline for property acquisition and design: 2026/2027 Estimated construction: 2028
• **Carbondale Workforce Housing** Address: TBD Carbondale, CO 81623	3 story structure with basement. 66 dwelling units. Please see the attachment CRFPD- Multi-Family Preliminary Layouts dated 4/10/25. Estimated timeline for property acquisition and design: 2027 Estimated construction: 2028/2029

GENERAL PROPOSAL REQUIREMENTS

All proposals must include the following documents:

Please see the Proposal Submission and Format section below for a comprehensive list of submittals.

PROPOSAL PROCESS

A Mandatory pre-proposal conference <u>will be</u> conducted for this project on Tuesday, December 2, 2025 at 9:00 a.m. Mountain Time at the CRFPD District Headquarters- 301 Meadowood Drive Carbondale, CO 81623.

Proposals are due before **Wednesday, December 10, 2025 at 5:00 p.m. Mountain Time** at which time the proposals will be opened and reviewed. Upon receipt of proposals, Phil Vaughan will evaluate proposals and will submit a recommendation to the CRFPD for their consideration.

PROCUREMENT TIMELINE

CRFPD estimates the following procurement timeline and reserves the right to modify it at any time.

RFP Issued	November 20, 2025
Mandatory Pre-Proposal Conference	December 2, 2025 at 9 a.m.
RFP Questions Close	December 5, 2025 at 5 p.m.
RFP Questions Reply	December 8, 2025
Proposals Due	December 10, 2025 at 5:00 p.m.- Mountain Time
Evaluation period	December 11 to December 22, 2025
Notifications to Offerors	December 23, 2025

QUESTIONS

Questions may be submitted directly to Phil Vaughan phil@pvcmi.com. Questions received, answers and other clarifications will be distributed to all Offerors via email.

PROPOSAL SUBMISSION AND FORMAT

The electronic submittal must be compiled into one single pdf file and should be reduced to less than 15MB file size.

The Proposal must be emailed to Chief Rob Goodwin at rgoodwin@carbondalefire.org and Phil Vaughan phil@pvcmi.com with the subject line **"CRFPD- Construction Manager/General Contractor"**.

Proposals must be received by **December 10, 2025 at 5:00 p.m.- Mountain Time.**

Format

Section 1 Introduction

Introduce CM/GC firm, Ownership structure and key staff- Pre-Construction Services manager, Project Manager and Superintendent who would be assigned to this project. Include contact person name, phone number and email address for purposes of this procurement process. Please provide a current resumes and key qualifications for the Pre-Construction Services manager, Project Manager and Superintendent and key qualifications that make each individual an ideal fit for this project.

Section 2 Qualifications and Experience

From the perspective of both building experience and preconstruction services experience, please provide a list of projects relevant to the process and program described in this RFP and include the following information:

- Size and dollar value of each project
- Reference contact person and phone number for the Owner and Contractor, or other relevant references for each
- Relevant project experience focused on similar sized commercial, office or municipal

projects, include
• Outline of project scope as well as your firm's specific scope of services provided
• Completion status/closeout date
•Emphasis on projects located in a mountainous setting, specifically projects in Carbondale, Garfield County, Pitkin County.
•Familiarity and experience with sustainable construction.

Additional document submittals:
•Please provide an AIA A305-2020 Contractor's Qualification Statement. Exhibit B- Financial and Performance Information is not a required submission.

•Please provide a sample Construction Estimate for a similar project. The project name and address can be obscured.

Section 3 Approach to Project

Provide a narrative regarding your firm's approach to the CRFPD projects and how you will achieve the goals and actions stated below:
a)Provide an open book approach to all bidding, conducting the GMP process in a fair and transparent manner
b) Competitively bid all trade packages to at least 3 bidders, unless self-performed work is clearly stipulated as a goal and costs for self-performed work are vetted by the Owner's Representative- PVCMI
c) Identify long lead and risk items on the procurement schedule
d) On an on-going basis, make recommendations to the design team regarding design documentation and detailing.
e) Advise on alternates and options that may offer cost or schedule benefits to benefit the CRFPD.
f) Identify site constraints, logistics plans, off-site storage, prefabrication options, phasing
G) Agree to execute a Guaranteed Maximum Price proposal after 100% Construction Documents

Preconstruction Services

1. **Project Meeting attendance**
   Attendance at weekly project design team conference call meetings during the design process for each project. January 2026 through December 2027. Estimated 100 weekly meetings x 1 hour each.

2. **Review and comment regarding project drawings**
   Review and comment regarding Schematic Design, Design Development, 60% Construction Documents and 100% Construction Document. Review items include constructability, drawing/specification details and long lead time materials considerations.

3. Schematic Design

Construction Manager/General Contractor action items.
Schematic Design Construction Estimate Preparation for:

- Station 81 – Carbondale renovation and upgrades.
- District Headquarters- Lower floor renovation and upper floor flooring
- Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
- Station 82 – Redstone-Renovation of the existing fire station to workforce housing
- Marble Workforce Housing
- Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
- Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units.

4. Design Development

Construction Manager/General Contractor action items.
Design Development Construction Estimate Preparation for:

- Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
- Station 82 – Redstone-Renovation of the existing fire station to workforce housing
- Marble Workforce Housing
- Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
- Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units.

5. Construction Documents

Construction Manager/General Contractor action items.

A. 60% Construction Documents Construction Estimate Preparation for:
   - Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
   - Station 82 – Redstone-Renovation of the existing fire station to workforce housing
   - Marble Workforce Housing
   - Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
   - Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units

B. 100% Construction Documents- Guaranteed Maximum Price (GMP) Preparation for:
   - Station 81 – Carbondale renovation and upgrades.
   - District Headquarters- Lower floor renovation and upper floor flooring
   - Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
   - Station 82 – Redstone-Renovation of the existing fire station to workforce housing
   - Marble Workforce Housing
   - Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
   - Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units.

Note: All cost estimates shall include details regarding materials, labor and unit costs.

Section 4 Fee and General Conditions

Please complete the attached 11/20/25 CRFPD Pre-Construction Services-EMR-General Conditions- Construction Fee-Change Orders Workbook. Please include this Excel document as an attachment you your RFP email.
Please attach an hourly fee schedule for personnel.

Definition of General Conditions for purposes of preparation of the Workbook.
General Conditions definition
i. Project Manager
ii. Project Superintendent
iii. Project Engineer (administrative)
iv. Subsistence-Meals/Lodging
v. Cell phones
vi. Office phones
vii. Printer and copier
viii. Pickup trucks/cars for Project Manager, Project Superintendent, Project Engineer
ix. Field Office Trailer
x. On-site storage facilities
xi. Office Supplies
xii. Jobsite drinking water
xiii. Portable toilets and handwashing stations
xiv. Information technology including computers and construction management programs like Procore
xv. Safety Program
xvi. Stormwater management inspection program
xvii. Solid waste disposal dumpster and metal recycling dumpster.

Note: A performance and payment bond will be required for the construction of each project. A performance and payment bond will be negotiated with the successful proposer. The 100% Performance, 100% Payment Bond and 100% 2 year maintenance bond shall not be included in the General Conditions Fee.

EVALUATION CRITERIA

CRFPD reserves the right to select the Offeror that it deems, in its sole discretion, to have presented a proposal that is in the best interests of CRFPD. Evaluation criteria may include and are not necessarily limited to:

Management Experience and Capabilities 25%
- Qualifications of the firm principals
- Qualifications of the proposed team members
- Preconstruction services experience and capabilities

Project Approach – 20%
- Understanding of the scope of services requested
- Project methodology
- Approach to estimating, subcontractor selection and cost containment during preconstruction and construction

Project Experience and Capabilities – 25%
• Large-scale construction experience and capabilities
• Mountain construction experience and capabilities
• Public projects experience and capabilities
• Green building experience and capabilities
• Relevant similar size and scale projects/References

Financial Stability & Capacity – 5%
• Financial Standing
• Bankruptcies, lawsuits, liens

Fee Proposal – 25%
• Being a public entity, CRPFD must be fiscally responsible, however the qualifications based assessment criteria mean that the low bidder will not be guaranteed selection
• The preconstruction fee (includes reimbursable), General Conditions and Change order markups will all be evaluated as part of this section.

INTERVIEWS

CRFPD reserves the right to interview respondents to clarify proposals as deemed necessary. Notice will be provided when appropriate.

SELECTION / POST-SELECTION PROCESS

Offerors will be notified if their proposal is selected as a finalist. Specific terms may be created for any engagement, depending upon the nature of the selected proposal. Upon complete vetting of the selected Offeror proposal (and any negotiated additions, deletions, modifications), and upon execution of a negotiated contract agreement and associated notice to proceed, Offeror will be expected to promptly initiate work.

CONTRACT/LEGAL

The selected Offeror will be required to execute and perform work subject to AIA Document A132-2019 Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A132- 2019 Exhibit A-Insurance and Bonds and AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition as agreed upon by CRFPD and the Proposer. AIA A132-2019- Exhibit B- Determination of the Cost of the Work will be prepared for each Building.

REFERENCE AND SUPPORTING DOCUMENTS

All of the documents below can be downloaded from Dropbox by Offerors using the link below:
https://www.dropbox.com/scl/fo/om015ss2ksu31gvqx68qv/AP0VMtgz1MZ4yPgAIMs-Y4o?rlkey=yjf7fecy4t26hygoo47cu3xel&st=0mvdympg&dl=0

•Supplement 1- Station #81- Carbondale

A. CRFPD- District Office and Training Center Site Plan- Rev. 2 dated 3/29/2006
B. CRFPD- Station #81 drawings- Yet to be added to Dropbox.
C. CRFPD- Station #81 conformed drawings dated 8/16/2024
D. CRFPD- Station #81 conformed civil drawings dated 5/6/2024

• Supplement 2- District Headquarters- Lower floor renovation and upper floor flooring

A. CRFPD- District Office and Training Center Site Plan- Rev. 2 dated 3/29/2006
B. CRFPD- District Headquarters drawings- Yet to be added to Dropbox.

• Supplement 3 – Station 85- Missouri Heights- Addition onto the existing station to include Crew Quarters

A. CRFPD- Station 85- Missouri Heights site plan and drawings- Yet to be added to Dropbox.

• Supplement 4- Workforce Housing- Carbondale

A. CRFPD- Multi-Family Preliminary Layouts dated 4/10/25

• Supplement 5- CRFPD Informational Documents

A. CRFPD- Mission Statement
B. CRFPD- Vision Statement

• Supplement 6- Draft Construction Manager/General Contractor- Contract Documents

A. AIA Document A132-2019 Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition
B. AIA Document A132- 2019 Exhibit A- Insurance and Bonds
C. AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition
D. AIA A132-2019- Exhibit B- Determination of the Cost of the Work

• Supplement 8- Station 82- Redstone Drawings-Yet to be added to Dropbox.

END OF INVITATION TO BID

Construction Manager/General Contractor

Firm Name Date

Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C13, C14, C15, C16 or C18 as these are formulas.

check TRUE

District Headquarters-Lower floor renovation and upper floor flooring		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C29, C30, C31, C32 or C34 as these are formulas.

check TRUE

Station #82- Redstone- 5,000 sq. ft. prox. station		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C52, C53, C54, C55 or C57 as these are formulas.

check TRUE

Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

check TRUE

Marble Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C73, C74, C75, C76 or C78 as these are formulas.

check TRUE

Station #85- Missouri Heights- Addition		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C94, C95, C96, C97 or C99 as these are formulas.

check TRUE

Carbondale Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C115, C116, C117, C118 or C120 as these are form

check TRUE

GRAND TOTAL $ - Please do not revise cell C124 as this is a formula

Please attach hourly fee schedules for personnel

Interstate Experience Modification Rate applied to Worker's Compensation Policy	**EMR Rate**
2024	?
2023	?
2022	?

General Conditions Fee as a percentage of Cost of the work %
Note: Surety shall not be included in the Conditions Fees

Construction Fee as a percentage of the Cost of the Work %

Change Order Fees	% of the cost
.1 For the Contractor, for Work performed by the Contractor's own forces	%
.2 For the Contractor, for Work performed by the Contractor's Subcontractor	%
.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces,	To be determined at GMP
.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors	To be determined at GMP

Carbondale & Rural Fire Protection District

Request for Proposals- Construction Manager/General Contractor

Addendum #1

Date of Issue: December 5, 2025

SUMMARY:

Addendum #1 provides clarifications discussed during the Mandatory pre-proposal conference that was held on December 2, 2025.

The following revisions, clarifications, additions and/or deletions are hereby made a part of the Contract Documents and plans for the above referenced project fully and completely as if the same were fully set forth therein.

PROPOSAL REQUIREMENTS:

A. Proposers are required to acknowledge receipt of this Addendum #1 within the Section 1- Introduction document submittal.

ADDITIONS AND DELETIONS:

A. Request for Proposals- Construction Manager/General Contractor

i. Page 7- Scope of Work
a.Station #81- Carbondale
Additional scope:
*Kitchen Remodel
*New Roof at original building
*Weight Room refresh
*Balancing of central HVAC system
*Temperature control in each bedroom
*Kitchen wall- South expansion to allow for a Day Room expansion.

b. District Headquarters
Additional scope:
*Remodel kitchen

ii. Please note that all documents submitted by the Proposers will become public information and are not able to be held as confidential materials.

B. Contract Documents

AIA A132-2019-
Section 5.1.7.1.1- Revise to a 2 year warranty bond

A132-2019-Exhibit A- Insurance and Bonds-See updated 11/24/25 document added to Dropbox on 11/28/25
A3.4- Revise to a 2 year warranty bond

REFERENCE AND SUPPORTING DOCUMENTS:

A. 12/2/25- Mandatory pre-proposal conference attendance sheet
B. Supplement 1- Station #81- Carbondale- Drawings added to Dropbox on 11/28/25
   2.0-Smith Exemption and RFSD Lot Line Adjustment
   2.1-1977 Drawings
   2.2- 9/18/2006 Drawings
   2.3- 10/12/2006 Mechanical Drawings
C. Supplement 3- Station #85- Missouri Heights- Drawings added to Dropbox on 12/2/25
D. Supplement 5- CRFPD Informational Documents
   CRFPD 2024 Strategic Plan added to Dropbox on 12/4/25
E. Supplement 8- Station #82- Redstone- Drawings added to Dropbox on 12/2/25

ADDITIONAL COMMENTS:
None noted

SUBMITTED REQUESTS FOR INFORMATION AND RESPONSES:

1. **Question:** *"How do Design-Land Use-Zoning Approvals work for Fire Department projects? Are they exempted at all, or do we need to go through the typical design approval process per jurisdiction? Garfield County, Town of Carbondale, Pitkin County (Redstone/Marble), is the Missouri Heights project Eagle County? Any special State Approvals?"*

   CRFPD Reply: A typical building permit process is required in all jurisdictions including Garfield County (Missouri Heights), Town of Carbondale, Pitkin County (Redstone) and Town of Marble. The Carbondale & Rural Fire Protection District is also required to apply for and receive a "Location and Extent Review" as required by Colorado State Law to allow for Planning Commissions to review for general conformance with their Comprehensive Plans. Fees for presentation and attendance at pre-application meetings and the respective Planning Commission meetings should not be included in the Construction Manager/General Contractor scope of services and, if needed, will be paid on a time and materials basis.

END OF ADDENDUM NUMBER 1

Carbondale & Rural Fire Protection District

Request for Proposals- Construction Manager/General Contractor

Addendum #2

Date of Issue: December 8, 2025

SUMMARY:

Addendum #2 provides clarifications and responds to questions received from Proposers.

The following revisions, clarifications, additions and/or deletions are hereby made a part of the Contract Documents and plans for the above referenced project fully and completely as if the same were fully set forth therein.

PROPOSAL REQUIREMENTS:

A. Proposers are required to acknowledge receipt of this Addendum #2 within the Section 1- Introduction document submittal.

ADDITIONS AND DELETIONS:

A. Request for Proposals- Construction Manager/General Contractor
No revisions

B. Contract Documents
No revisions

REFERENCE AND SUPPORTING DOCUMENTS:

A. No revisions

ADDITIONAL COMMENTS:
None noted

SUBMITTED REQUESTS FOR INFORMATION AND RESPONSES:

2. **Question:**
   "PRE-CON SCOPE REFINEMENT - Per the page 10 of 14 – preconstruction services it lists January 2026 to December 2027 at an estimated 1-hour meeting per week – please confirm this is for ALL the projects proposed and this is the extent of the pre-con timeline for the entire RFP? As the timeline on the projects for pre-con is construction starting in 2028 or even 2029 on the workforce housing. Also, if the projects take longer to come to fruition would we just extend this pre-con contract to account?"

   CRFPD Reply: These weekly meetings will include discussions regarding all projects. We anticipate the remaining pre-construction services to include all of the services noted in Item 2, 3, 4 and 5.
   During construction we will conduct weekly Owner/Contractor/Architect meetings and will discuss all projects during these meetings so that all projects are updated.

3. **Question:**
   "PRE-CON SCOPE REFINEMENT - We will include time also for design reviews and constructability reviews per week. What is the level of expectation of the owner for the contractor to review for constructability, product suggestions, and vendor and subcontractor involvement in the pre-con process? For example, how much effort in hours expected in contactor research and subcontractor coordination for informed owner decisions per week? We see only SD for remodels - does this expectation change for the remodels to the new construction? Usually, a lot more time is needed on new construction to perform with the architects."

   CRFPD Reply:
   a. Design reviews and constructability reviews are required Construction Manager/General Contractor services. The number of total hours per project for these services is not known.
   b. Vendor and subcontractor involvement in the pre-construction process are not required. Vendors and subcontractors will not be involved in the process until they provide bid pricing during production of the Guaranteed Maximum Price by the Construction Manager/General Contractor.
   c. Please see pages 10 and 11 regarding the design levels for each project and the requirements for preparation of construction cost estimating and Guaranteed Maximum Price production.

4. **Question:**

   "PRE-CON SCOPE REFINEMENT – ON SITE DEMO TESTING - are we expecting any destructive testing for the buildings or should we include carpenter and superintend time per building? Or is this best to make T&M as needed and bill separate from the RFP?"

   CRFPD Reply:
   Destructive testing will be conducted on a time and materials basis and will be billed separately from the base contract.

5. **Question:**

"REMODEL ASBESTOS – are there are any reports from the older buildings or is the owner contracting to research and provide any reports? Do we know of any or should we expect that process?"

CRFPD Reply:
CRFPD will contract with a firm and will provide asbestos testing reports to the Project Team for their use and information.

END OF ADDENDUM NUMBER 2

EXHIBIT E



PNCI Construction, Inc.

CRFPD– Construction Manager/ General Contractor

Request for Proposals

Acknowledge Addendum #1 & #2

December 10th 2025

PNCI Construction, Inc.

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Section 3 Approach to Project

- Project Management Approach
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- Pricing Sheet

Section 5 References

- Reference List

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

PNCI Construction Inc.

Section 1

Introduction
Cover Letter

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

PNCI Construction, Inc.

Acknowledge Addendum #1 & #2

December 10th 2025

Carbondale & Rural Fire Protection District
Chief Rob Goodwin
301 Meadowood Dr
Carbondale, CO 81623

RE: RFP for Construction Manager/ General Contractor Services

Dear Chief Goodwin and Selection Committee-

PNCI Construction, Inc. is pleased to submit our qualifications for the proposed capital construction and facilities projects . Based in Grand Junction, PNCI has been providing quality construction management and general contracting services for over 60 years. Since 2004, Frank and Sue DeSantis have led the company with a commitment to integrity and performance. The leadership team expanded in 2018 when Tyler Schreiner joined PNCI, becoming part of the executive team in 2020. Bobby DeSantis joined in 2023, followed by Angela (DeSantis) Acree in 2025. Today, PNCI employs 25 dedicated professionals, offering the relationship-driven service of a small firm while successfully managing projects ranging from modest renovations to complex builds exceeding $50 million in value.

In today's fast-paced corporate environment, PNCI continues to prioritize building lasting relationships through pride in workmanship, attention to detail, and integrity in every project. We are deliberate in selecting projects that align with our expertise, workload, and core values. As example to this commitment to continued relationships, PNCI is very excited for the opportunity to continue building on our relationship with CRFPD having recently just completed our fourth project last spring, in a series of projects that started with Preconstruction in 2019. We believe the collaborative team approach established through these projects is the key to successful and professional construction management, and look forward to joining the team to bring to fruition the vision and goals of Chief Goodwin and the CRFPD Board.

Our portfolio includes projects for a wide range of public and private clients across the Western Slope, many of which required renovation and repair in occupied, operational facilities. Notable projects include Aspen County Inn Renovations, Burlingame Housing, Aspen/Pitkin County Building Department Renovations, First Bank Willits, Rifle City Hall HVAC Renovations, Sopris Lofts Apartments, The Eddy Apartment Complex, multiple projects for Colorado Mesa University, St Mary's Hosp, Community Hosp, renovation and expansion of three Delta County high schools, each involving HVAC and hydronic replacements within a 10-week schedule.

These projects demonstrate our proven ability to deliver high-quality results under demanding conditions. PNCI's reputation for performance, supported by our commitment to client satisfaction, makes us confident we will exceed expectations on this project. The attached RFP response provides additional detail on our project approach, processes, and relevant experience. Our proposed project team is scheduled to complete their current commitments by Fall 2025, ensuring full focus and availability for this effort. We appreciate your consideration and welcome the opportunity to further present our team and qualifications.

Sincerely,

Frank P. DeSantis- President
frank@pnciconstruction.com
970-216-6240 Cell Phone

Tyler Schreiner- Director
tyler@pnciconstruction.com
970-261-9226 Cell Phone

FIRM OVERIEW

For over 60 years, PNCI Construction has been a leading Western Colorado construction firm, providing construction management, general construction, and design-build services. Throughout PNCI's history, PNCI has constructed many trademark buildings throughout the Grand Valley, including what is now the Wells Fargo building on North Avenue in Grand Junction, US Bank Downtown Grand Junction, DeBeque Fire Station, Fruita Coop and ANB Bank as well as many fast-track facility Projects for Colorado Mesa University.

PNCI represents and embodies the spirit of the Western Slope Community. PNCI's owner, Frank DeSantis is actively involved in Grand Junction and sits on various boards including St. Mary's Hospital Foundation – Board of Directors. He works side-by-side with the local subcontracting community, belongs to the WCCA and does business with local vendors.

Our experience success has been largely due to our schedule control efforts through a collaborative team approach. If you can coordinate and control the construction schedule with the entire team contributing valuable insight, the best possible outcome will be the result. This, in conjunction with cost control, quality assurance and management, provide the formula for success.

PNCI Construction, Inc. has assembled a self-motivated, energetic team to provide the expertise required for this Proposed Project. We understand the scope of work that is being considered and the information we are providing about PNCI Construction will demonstrate our capabilities to successfully perform the work. This crew of well-organized team players will work eagerly with all stake holders in a team collaborative approach to reach the goals for your project.

They were chosen because of their professionalism, preparation, and the relationship we felt with them. The professionalism continued forward into construction and beyond. Their attention to detail was superlative.

I highly recommend – with no hesitation – PNCI as your contractor.

Pastor Ron Powers

Shepherd of the Valley Lutheran Church

Our president, Frank DeSantis, has over thirty years in the construction industry. He started at a laborer, then onto becoming a journeyman carpenter with the United Brotherhood-Carpenters in New York and continued working his way up through hard work and diligence and is now running a company with many landmark buildings as testament to his abilities. Frank can dedicate 25% of his time to ensure successful execution of this project.

Tyler Schreiner, Director of Construction, brings over 20 years of commercial construction management experience to the team including working from a general laborer to project superintendent, project manager and estimating to project executive responsibilities. He has successfully completed numerous Projects under some of the most stringent schedules and parameters. Tyler will be 100% committed to this project as project lead through the pre-construction phase and oversite during construction management.

Aaron Berk, Project Manager, is currently wrapping up two high school projects for DCSD. These each included completed replacement of the building HVAC systems over the 10 week summer break. Bobby, is currently PM on the new 55K sf Enstrom Exp Facility in Grand Junction. Our PM's will have 100%-time commitment through the entire project, pre-construction through completion and closeout.



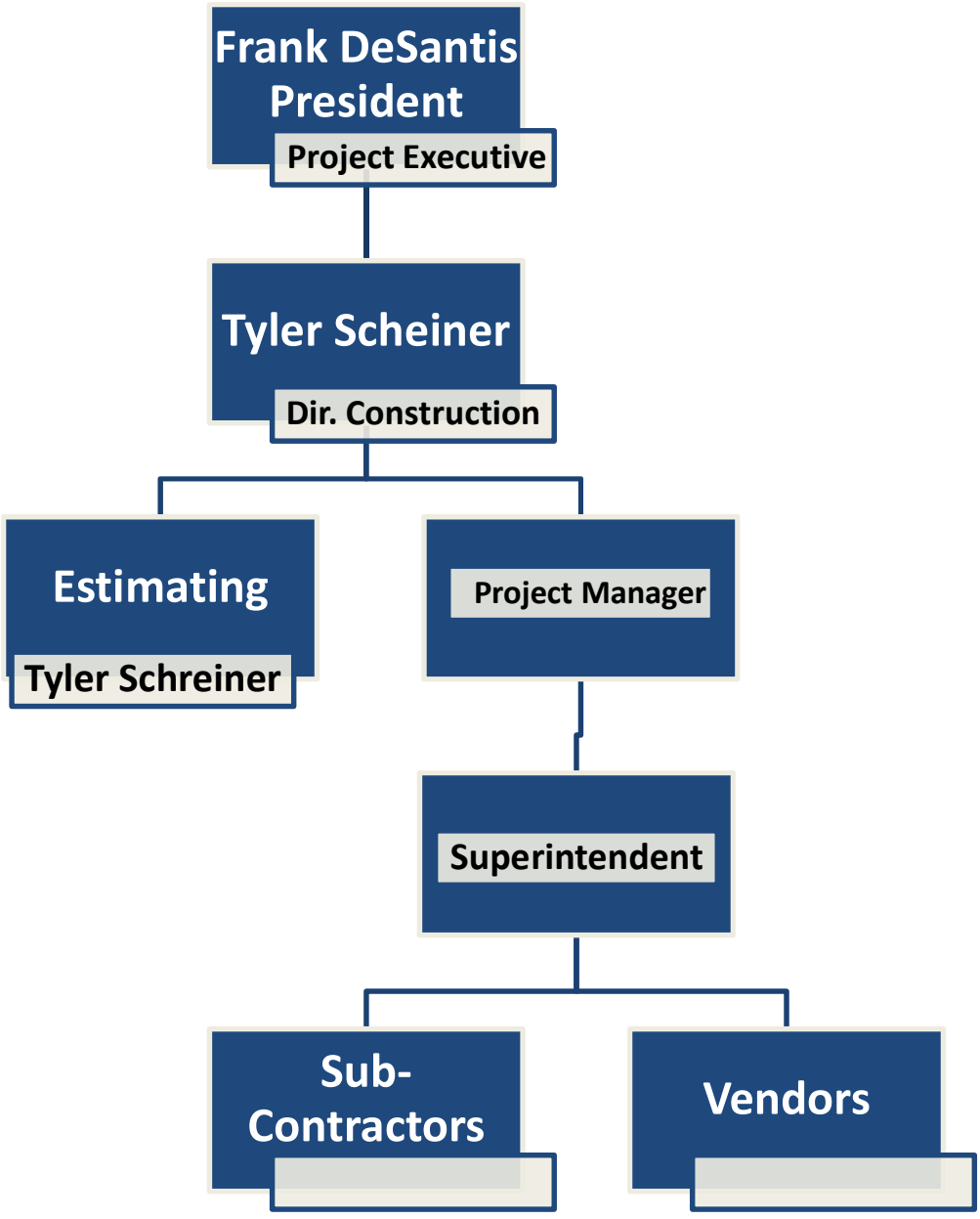
General Superintendent Kris Peterson brings his expertise in site management from years of construction experience working everything from concrete to boiler systems. His abilities for quality control on site while maintaining the Owner goals and safety are his strong suit. 30%-time commitment during the construction phase of the project.

Project Superintendent, per the attached candidate resumes, all bring in excess of 30 years of commercial construction experience including multifamily commercial wood framed construction. 100%-time commitment throughout all onsite operations and as needed during pre-construction. Our Project Superintendent selected for this project will be fully dedicated to this project, from start to finish including completion of the project closeout. They will not be assigned to any other project during this time frame.



PNCI Construction, Inc.

PROJECT STAFFING & MANAGEMENT ORGANIZATION





PNCI has implemented a prequalification process that will ensure that we have the right team working on every single project. We are looking for a superior group of extremely experienced set of subcontractors and suppliers to partner and build continued relationships with. We strive for excellence and drive toward customer satisfaction as we are looking for a great network of highly qualified subcontractor partners to achieve this goal.

To obtain this superior group, we require each subcontractor or supplier to prequalify for opportunities to work with PNCI on an annual basis and again on each individual project to verify if previous qualifications conditions have changed. This process is more important now than ever as many suppliers, subcontractors, and general contractors continue to go out of business during these trying financial times.

Subcontractors and Suppliers must provide the following information for the prequalification process:

- Current Audited Financial Statement
- Current Signed W9 Form
- Sample insurance certificate with all applicable endorsements
- Three (3) Trade Supplier References
- Design/Build References for HVAC, Plumbing, and Electrical work

Effective subcontractor management comes down to early communication, the setting of expectations and follow-up communication. To ensure all subcontractors understand their detailed scopes of work, schedule milestones and expectations prior to construction start, PNCI performs the following activities, which results in a seamless project execution.

- Provide accurate, detailed instructions to bidding subcontractors.
- Convey the Owner's expectations to the subcontractors at the Scope Review Meeting.
- Provide a Scope Review Meeting for each subcontractor to review plans/specifications/details and layout expectations. Work together to gain consensus.
- Host pre-installation meeting with architect, consultants, and each subcontractor's on-site foreman.
- Before construction begins, ensure all subcontractors have the final drawings and specifications to date and contract documents and have thoroughly reviewed them.
- On the subcontractors first day starting work, review the initial systems/work put in place to ensure it is correct prior to them moving forward on the project.
- Schedule/coordinate weekly meetings with all subcontractors to ensure manpower and materials are procured and set up to be onsite. We then communicate with local jurisdictions to ensure they are aware of the phasing and how we will manage the public, construction deliveries and personnel.

Provide a detailed description of how your firm will maximize the Colorado construction work force on this project.

PNCI has a proven track record for maximizing local participation for a large, fast-tracked project. We have had considerable success with local subcontractors in similar communities such as Meeker, Glenwood Springs, Rifle, Parachute, Montrose, and the Aspen area. There are varying scopes of work that have been filled by these contracting companies such as site work, landscaping, excavation, rough carpentry, damp proofing and waterproofing, storefronts and glazing, metal wall panels, drywall and acoustical ceilings, window treatments, mechanical and plumbing, fire protection, electrical and common labor.



By implementing recruitment practices for increased local participation, PNCI can assist local subcontractors and suppliers to overcome obstacles in procuring work on larger projects. These obstacles usually consist of the following:

- **Manpower:** In projects that are typically larger, a larger amount of manpower in short durations might be required.
- **Management:** These subcontractors are not typically set up with the internal staff to process the paper requirements.

- **Bidding Assistance:** Often these subcontractors are overwhelmed by the sheer size of the bid documents. We provide assistance as an advocate in determining their scope of work and answering questions as needed.
- **Product Specifications:** Local suppliers/subcontractors often work with a limited number of suppliers and products. Getting their products specified by the design team is essential to them being competitive.
- **Bonding and Financing:** Often the local subcontractors don't have a bonding history for the magnitude this project will require. When bonding is difficult, some planning and financing included in their bids may be required to handle the 60 to 90-day payment turn around.

We propose the following three step process to take local participation to a new level.

1. **Create a Local Participation Advocate:** PNCI will provide a project manager to be responsible for assisting the subcontractors and suppliers in removing the above-mentioned obstacles to procuring the work. This person will serve as management help and training, a second set of eyes at bid time, and an advocate for getting local products specified. Since we have created relationships with local subcontractors, we understand their needs and know their strengths and capabilities.
2. **Formalize a Local Purchase Procedure:** By working with the Owner PNCI can establish document terms or modifications to assist in local preference. By putting these changes in place, the larger out-of-town contractors have incentive to involve these local subcontractors and suppliers.
3. **Team Wise:** Our Participation Advocate will assist in facilitating team opportunities for the smaller local subcontractors with larger out of town participants. PNCI can also supplement manpower shortages if they arise. By teaming with smaller subcontractors, we can supplement self-performed work listed earlier.

Provide your firms safety record over the last ten years and describe your firms' efforts to retain and support employees.

	2024	2023	2022	2021	2020
PNCI EMR	0.85	1.16	1.61	1.36	0.77



One benefit at PNCI Construction is getting to see our people grow and succeed within the company. In addition to the basics – job specific knowledge, reliability, accountability, staying cool under pressure – we can promote those individuals who are willing to go the extra mile and make sure their team is successful at the highest level. This in turn reflects on the success of their projects.

GOALS FOR EMPLOYEE RETENTION:

- Set a High Safety Standard
- Charge **ALL** Employees with Safety Monitoring
- Reward Employees for Exceptional Safety Management
- Reward Employees for Exceptional Service
- Help Employees Set Goals
- Help Employees Achieve Their Goals
- Foster the Collaborative **TEAM** Approach
- Encourage Learning
- Encourage Community Service



Frank P DeSantis, President

PROJECT EXECUTIVE



35+

Years of Industry Experience

Education& Certifications
AS/Business/ Middlesex County College
Certificate of Achievement in Estimating Commercial Building/ Construction Estimating Institute
BEST Card #3444-R

Associations
Western Colorado Contractor Association
Colorado Association of Healthcare Engineers & Directors (CAHED)
American Society for Healthcare Engineering of the American Hospital Association (ASHE)
St. Mary's Foundation-Board of Directors
Grand Junction Rotary Club Member

References
Enstrom Candies, Inc.
Doug Simons, President
(970) 683-2483

Dale Beede, Broker, CCIM
S.U.R.E., LLC (Straight Up Real Estate)
Ph: 970-244-6615
Mobile: 970-250-9500
dbeede@suregj.com

PVCM Inc
Phil Vaughan, President
970-625-5350
phil@pvcmi.com

As the owner of PNCI Construction, Frank is intimately involved in every aspect of PNCI. He coordinates scheduling with Project Managers, monitors operations pertaining to the project, and works with the Project Managers to ensure compliance with the Owner's requirements. He feels that it is important to stay aware of the project specifications and progress. If it is needed, he becomes involved in estimating and value engineering aspects of the project and ensures that the project is completed in a timely manner and within the budget.

Traits That Make Frank The *Best Fit* For Your Project

With over 35 years of experience in the construction industry, Frank is able to envision a project from every angle, beginning to end. His extensive knowledge of the local subcontractor community, jobsite duties, safety, management and now ownership equips him with answers to tough problems that often arise during the construction process.

Actively Involved in the Grand Junction Community. Frank maintains his leadership in the General Contracting business on the Western Slope through leadership, communication and quality satisfaction. Frank serves on the Board of Directors for St. Mary's Hospital Foundation and is a active member of the Grand Junction Rotary Club.

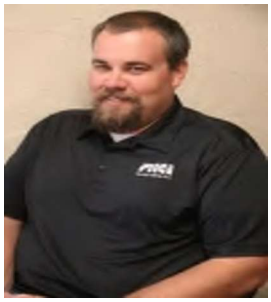
Relevant Project Experience (CM/GC Delivery)

Fruita Consumers Coop, Fruita, CO: Completed June 2015 PNCI is provided GC/CM services for the remodel and addition to the existing Coop in Fruita. The project added 13,500 sf of new sales floor area to the existing building, remodel the existing area to accommodate a Wienerschnitzel and Freshway convenience store along with the ACE Hardware area.

Williams Production RMT Co. Support Building, Rifle, CO: PNCI completely remodeled an existing 13,000sf metal building including new roofing, additional RTU's, and siding. The interior build out provided for a conference room, lab, open office space IT/AC room, Computer room with split unit, bathrooms and office. The exterior remodel included miscellaneous site work, sidewalks and handicap parking.

Battlement Mesa True Value Remodel, Battlement Mesa, CO: PNCI put together a design build team to relocate an existing 20,000sf True Value Hardware store and Just Ask Rental store from Parachute to Battlement Mesa. The existing relocation space was an unoccupied tenant space that required the installation of a new bathroom, storage area, additional exits, new storefront entrance and overhead door that had to be cut in, new ADA access and exterior improvements.

Colorado Mesa University - Fine Arts Remodel: The 6,000sf first and third floor remodel for the Fine Arts building was to accomplish the addition of a 25 seat classroom where an existing outdoor patio was located and to remodel existing classrooms, rack room and mechanical room. The third floor work was the removal of an existing HVAC unit and the addition of structural steel to support the new pre-packed roof top unit. PNCI was able to coordinate the $683,530 project around the University's summer curriculum with little disruption.



20+

Years of Industry Experience
Time Commitment 25%

Education& Certifications
BS Construction Management
Mesa County GC License
State of UT GC License
OSHA 10 Hr. plus CE

References

PVCM Inc
Phil Vaughan, President
970-625-5350
phil@pvcmi.com

Dale Beede, Broker, CCIM
S.U.R.E., LLC
Ph: 970-244-6615
Mobile: 970-250-9500
dbeede@suregj.com

Delta County School District
Kurt Clay
Assistant Superintendent
Email:
kurt.clay@deltaschools.com
Phone: 970-874-4438

RTA Architects
Ken Gregg
Email: ken@rtaarchitects.com
Phone 719-471-7566

Carbondale & Rural Fire Dist
Rob Goodwin, Fire Chief
Email:
rgoodwin@carbondalefire.org
Phone: 970-963-2491

Tyler Schreiner- Director of Construction
Project Executive/ Project Lead

Traits That Make Tyler the *Best Fit* for Your Project

With over 20 years in commercial construction, Tyler has in-depth experience from pre-construction through project completion and closeout. He has completed several projects that were challenged by tight schedules, logistically, and through owner budget constraints. Through diligent preconstruction planning and quality communication to the owner and other players, he consistently completes these projects on schedule and within the budget requirements.

Relevant Project Experience (CM/GC Delivery)

DCSD 2022 Bond Project- DHS, NFHS, CHS

Rifle City Hall Improvements

The Eddy Apartments

Sopris Lofts

First Bank- Willits

Carbondale Rural Fire Protection Dist Station 81, 83, 84, Training Facility

Community Hospital OR #5 Project

SMH Pediatrics 2020 Project

Rivertown Center MOB Project

Mind Springs Women's Recovery Center

Las Colonia's Amphitheater Project

Fruita Monument High School 2017 Bond Project

Dual Immersion Academy 2017 Bond Project

Clifton Elementary 2017 Bond Project

Lower Valley Fire Dist. Fruita Station & Loma Station

CMU Outdoor Programs Project

CMU Admissions Project

CMU Welcome Center Project

CMU Pinon Hall Project

CMU Confluence Hall Project (Engineering Building)

CMU Wingate Hall Project

CMU Innovation Center Project

Colorado Mesa University Maverick Center Renovations 2017 Project

Colorado Mesa University Maverick Center Renovations Ph 1-3 Projects

CMU Maverick Center Expansion Phase 4- Mav Pav Replacement and Expansion Project



30+

Years of Industry Experience

Time Commitment 30%

Education & Certifications

Central High School

3.2M Sq. Ft. of Construction Projects

OSHA 30-hour

First Aid/CPR Cert.

Associations

Rocky Mountain Elk Foundation

Key Advantages

Proven leadership & communication skills

Extensive Colorado Mesa University construction experience

Longstanding relationships with the local construction community

Reputation for honesty, integrity and quality

References

St. Mary's Hospital

Nathan Williamson, Facilities Plant Manager

(970) 298-2293

PVCM Inc

Phil Vaughan, President

970-625-5350

phil@pvcmi.com

Kris Peterson

General Superintendent

Traits That Make Kris The *Best Fit* For Your Project

Kris's knowledge of and relationships with local subcontractors combined with his ability to have subcontractors meet his high standards, will establish a precedence of quality, and create a culture of collaborative interaction and direct communication. Furthermore, Kris's understanding of building on the Western Slope and his experience working on multi-phase projects in occupied, operational campuses will allow for seamless project execution.

Relevant Project Experience (CM/GC Delivery)

De Beque Fire Station, DeBeque, CO: A new fire station at an existing site where they are currently conducting business out of a two-story home. The project is a new five bay fire station with living quarters, offices, day room and kitchen, IT room and training/classroom/community room. The Green Globes design intent was to utilize as many local sustainable resources and recycled materials with as little environmental impact as possible. Existing site buildings were recycled/salvaged along with building concrete and block scrap for the new building. The environmental management plan was developed to control any onsite hazards to protect the local community neighbors along with the subcontractors on site.

Lower Valley Fire Station, Fruita, CO: Was constructed to house six apparatus bays on the lower level, ancillary facilities, restrooms and hydraulic elevator all of which are protected by a fire sprinkler and alarm system. Above, on the second story, the firemen dorm living/sleeping quarters are located. The full kitchen includes dining facilities with a spacious day room and restrooms/showers to accommodate the crew.
The exterior finish of the new building consists of concrete block, stucco, and brick veneer with a standing seam metal roof. Roll up overhead doors accommodate the passage for the fire trucks and equipment. The site is complete with an asphalt parking lot, concrete sidewalks, curbs and gutters.

New Ute Events Center, Rifle, CO: This rehabilitation project of the historic Ute Theatre located in downtown Rifle, Colorado was to provide the City of Rifle with a state-of-the-art theatre and events center offering a space to gather, host events and cultural programming, and entertainment. It offers amenities such as on-site sound and lighting equipment, a stage, dressing rooms, tables and audience seating and concession area. The existing masonry exterior of the building remains the same, but the full interior remodel provided the space stability with a modern and aesthetically pleasing facility for community activities.

Mesa County Sheriff's Detention Center Remodel, Grand Junction, CO: The extensive interior and exterior remodel for the Sheriff's Office Detention Center provided 4,000 sf of a newly designed facility. This $1,141,153 remodel included a new booking area, visitation rooms with state-of-the-art video visitation, communications system, electronic safety and security, updated mechanical systems, electrical, and plumbing work specifically designed for the center. PNCI developed and implemented a detailed site logistics plan to provide for ongoing operations and the safety and security for detainees, personnel and the construction crews.



10+
Years of Industry Experience

Time Commitment
100%

Education & Certifications
10 Hr. OSHA
Infectious Control Trained
First Aid
CPR
CMU Construction Management

References

Dale Beede, Broker, CCIM
S.U.R.E., LLC
Ph: 970-244-6615
Mobile: 970-250-9500
dbeede@suregj.com

Doug Simons
Enstrom's
970-683-2480

Eric Kraai
Kraai Designs
eric@kraaidesign.com
970-712-5045

Bobby DeSantis

Project Manager

Bobby started with PNCI in 2014 as a General Laborer and has worked his way up to become Project Engineer, Project Superintendent, as well as Project Manager. His classes with Colorado Mesa University helped him immensely in his understanding of Construction Management. Bobby's overall experience stretches from Residential, Commercial, and Medical Facilities.

The experience and knowledge that comes with having multiple positions, both in office and out in the field, has allowed him to develop and create relationships with subcontractors all over the Western Slope. He has helped maintain budgets, timely project completion, as well as hold everyone to the highest of standards on the job, all while maintaining your vision as his main priority.

Relevant Project Experience

Hybrid Confections Expansion
Coffee Traders
SCL Health MOB- Patterson
River Town Center Retail #1
GJVA Storage facility
1st street Rite Aid interior demo
Mind Springs
CMU E-sports
CMU Welcome Center
CMU Admissions Renovation
CMU Pinon Hall Renovation
CMU Alber's Hall
CMU Pharmacy Remodel
Hybrid Confections Renovation 635 Pitkin
Dual Immersion Academy Expansion
ANB Bank Patterson
ANB Bank Clifton
Burlingame Homes
Debeque Fire Station
Lower Valley Fire Dept
Fruita City Shops
Ute Indian Museum
US Tractor- Fruita
Capco Warehouse Expansion



10+
Years of Industry Experience

Education& Certifications
Colorado Mesa University
OSHA 30 HR
OSHA 10 HR Scaffold
OSHA 10 HR Competence
First Aide/CPR
Forklift Operator

References
Tucker Johnson Architects
(239) 229-5219
Tucker Johnson

Delta County School District
Kurt Clay
Assistant Superintendent
Email:
kurt.clay@deltaschools.com
Phone: 970-874-4438

RTA Architects
Ken Gregg
Email: ken@rtaarchitects.com
Phone 719-471-7566

Aaron Berk

Project Manager

Aaron has a wide variety of experience from project concept through completion and closeout. He has completed projects for Mesa County School Dist., VA Hospital in GJ, and large multifamily developments. Aaron has performed project roles including Project Engineer, Project Superintendent, Project Manager on the various projects, this background knowledge is a unique asset to any project he participates in. Aaron works hard and prides himself regarding outstanding working relationships with owners' reps, owner, architects, and engineers through good communication and strives to deliver projects on time and within budget.

Project Experience

DCSD 2022 Bond Projects- DHS, NFHS, CHS

GCSD CTE Renovation and Refresh – Rifle, CO

GCSD Rifle Middle School Refresh – Rifle, CO

MCSD 2017 Bond Projects – Grand Junction, CO

Fruitvale, Taylor, Mt Garfield, Rocky Mtn – Additions, 1.3m

CMU Escalante Building Renovation – Grand Junction, CO

Grand Valley Power Remodel – Grand Junction, CO

LVFD Remodel – Fruita, CO

The Eddy @ Grand Junction – Grand Junction, CO

Canyon Country Vet Hospital – Grand Junction, CO

Canyon Vista Town Homes – Grand Junction, CO

GJ VA Hospital – Grand Junction, CO

GJ VA Hospital – Grand Junction, CO

Stegelmeier Custom Home– Whitewater, CO

Colorado Park and Wildlife – Gunnison, CO

Cheyenne VA Hospital – Cheyenne, WY

Sheridan VA Hospital – Sheridan, WY

Hill Air Force Base – HAB, UT



20+

Years of Industry Experience

100% Time Commitment

Education & Certifications

BA, University of New Mexico

MS, University of Denver

OSHA 30 hour

Key Advantages

Proven leadership & communication skills

Extensive Development Experience

Reputation for honesty, integrity and quality

References

Delta County School District
Kurt Clay
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Email: kurt.clay@deltaschools.com
Phone: 970-874-4438

RTA Architects
Ken Gregg
Email: ken@rtaarchitects.com
Phone 719-471-7566

Jake Little

Project Superintendent

Traits That Make Jake The *Best Fit* For Your Project

Jake's servant attitude and wide array of experience level give him a unique approach which fosters successful environments for stakeholders. Jake's attention to detail and associated follow through have allowed him to help complete multiple projects with success for all parties.

Relevant Project Experience (CM/GC Delivery)

DCSD CHS 2022 Bond Project, Cedaredge Colorado: $7.5M Renovation and expansion of the existing 100k+ SF Cedaredge High School. Included complete retrofit installations of fire suppression and fire alarm systems throughout the entire building. Addition of new weight room, and secure entry vestibule with administration offices. Remodel and upgrades to the existing locker rooms and athletic facilities.

DCSD DHS 2022 Bond Project, Delta Colorado: $18M Renovation and expansion of the existing 100k+ SF Delta High School. Included complete retrofit installations of fire suppression and fire alarm systems throughout the entire building. Addition of new aux gymnasium, weight room, and secure entry vestibule with administration offices. Remodel and upgrades to the existing locker rooms and athletic facilities.

Whitlock Water Treatment Plant, Pueblo, CO: Expansion of the water treatment facility for Pueblo Water Board. This project involved the 21MGD expansion of the Whitlock Water Treatment Plant. Key project features included a new raw water pumping station, a 66-inch raw water pipeline, a new settling and chemical feed facility, new filters, a clear well, and finished water pumps. There were several other additions, such as filter-to-waste drains on the 10 existing filters, a five-million-gallon water storage tank, a potassium permanganate feed system, a wash water recovery system, sludge drying lagoons, increased office space, and modifications to the existing chlorine feed building and carbon feed building.

Base Camp One, Granby, CO: A ground up condo building at the base of Granby Rach Ski area consisting of 110 thousand square feet of luxury residential and commercial space above a 28 thousand square foot parking garage. Type IV construction is protected by a fire sprinkler system, two elevators, and 64 condo units.

Anytime Fitness, Aurora, CO: This 5000 square foot remodel consisted of three restrooms, two tanning/massage rooms. Significant access control and automation systems. Updated fire protection and alarm. Reconfiguration of mechanical and electrical systems.

Pathfinders, Arvada, CO: This project was a replica of a military facility in the Netherlands which would house a helicopter flight simulator for the Dutch military which was being constructed in the Pathfinders Arvada facility. Dimensional tolerances were +/- 1/16 of an inch.



20+

Years of Industry Experience

Education& Certifications

Registered Storm Water Inspector
CPR/First Aid
Forklift operator

References

Sam Hansen:
President of Construction
Wright Development
(801)230-0077

Tom Fairbourn
MTA Development
(801)541-3930

Josh Williams
Zitting Development
(435)212-0469

Jaime Cox
Colorado Mesa University
970-248-1946

Brenda Lawrence
Alder Real Estate
303-394-5302

Noah Thornton,
Project Superintendent

As role of superintendent, Noah will work closely with the PNCi project management team to ensure that all products used during construction match the submitted products and comply with owner/architect provided specifications. Noah will work closely with subcontractors to ensure that work performed is within the scheduled time frame laid out by PNCi, and that all work is done standard of excellence required for the job.

Traits That Make Noah The *Best Fit* For Your Project

Noah brings a vast wealth of knowledge and experience gained through many years of firsthand experience working in the trades, coupled with his years as project superintendent on a variety of projects. Noah has a "can do" attitude with a dedication to completing quality projects, on time and within budget. His extensive experience base allows him to visualize the finished product from paper to completion and helps him to foresee potential issues before they affect the project timeline. Noah has great communication skills that enable him to work well coordinating with subcontractors and allow him to effectively manage the subcontractor's crews in a way that drives the project forward. This skill also makes him adept at communicating with owners and architects when explaining RFI's or other matters relating to the project.

Project Experience

- **ANB refresh-** Demo and remodel in Grand Junction, Colorado
- **CMU Escalante Marketing Office Remodel-** Grand Junction, CO
- **CMU Escalante Geothermal Retrofit-** Grand Junction, CO
- **Forward motion-** New build warehouse and office HQ in St. George, Utah
- **Aspire Apartments-** New build 264 units, 9 garage buildings, + amenities in St. George, Utah
- **Marina Townhomes-** New build luxury townhome community 34 units in South Jordan, Utah
- **Garden Park condos-** New build 18 unit condo building in South Jordan, Utah
- **Garden Park townhomes-** New build 12units town homes in South Jordan, Utah
- **Simpson Hollow-** New build 53 unit town home community in Eagle Mountain, Utah
- **PDQ Chicken-** New build fast food chicken restaurant in Lehi, Utah
- **Culver's-** New build fast food restaurant in West Point, Utah
- **The Stop-** New build gas station in North Salt Lake, Utah



20+

Years of Industry Experience

Time Commitment

100%

Education & Certifications

Bachelor of Arts, Colorado State University

ICC National Standard

References

PVCM Inc

Phil Vaughan, President

970-625-5350

phil@pvcmi.com

Tawny Espinoza
Chief Development Officer
(970) 644-3016
tespinoza@gjhosp.org

Mark Austin
Austin Civil Group, Inc.
phone: 970-242-7540
marka@austincivilgroup.com

Eric Anderson

Project Superintendent

As role of superintendent, Eric will bring a wide knowledge of how things work from the beginning to the end of your project. His attention to detail and ability to problem solve guarantees a quality product in an efficient period.

Traits That Make Eric the *Best Fit* for Your Project

Eric has a strong background in construction, management and customer service developed through years of experience, training, and education. Self-motivated, enthusiastic and works well independently and/or as a contributing team member. Proven ability to initiate problem-solving projects, develop.
profitability through thinking "outside the box." Can build strong customer/client relationships with great skill to communicate a correct idea & goal to be expressed successfully & efficiently.

Relevant Project Experience

DCSD North Fork High School Bond Project

Community Hosp Early Childhood Ed Center (Grand Junction CO)

OR 5 Community Hospital (Grand Junction CO)

Sopris Lofts (Carbondale CO)

The Eddy (Grand Junction CO)

Hybrid Confections Expansion (Grand Junction CO)

June Creek Elementary (Edwards CO)

Glenwood Springs HS

Carbondale Middle School Remodel

Carbondale & Rural Fire Protection District Training Facility

Carbondale & Rural Fire Protection District Marble Fire Station #83

Mesa Mall GNC

Orchard Mesa Pool ADA Upgrade

Holy Cross Energy

Haliburton, Naples, Utah



3

Years of Industry Experience

Education& Certifications

Colorado Mesa University (Bachelor)
Lone Star Community College (Associate)

References

Delta County School District
Kurt Clay
Assistant Superintendent
Email: kurt.clay@deltaschools.com
Phone: 970-874-4438

RTA Architects
Ken Gregg
Email: ken@rtaarchitects.com
Phone 719-471-7566

Jaci J. Whitelow-Wyatt,

Project Engineer

As the role of Project Engineer, Jaci is dedicated. He is a results-driven Construction Field Engineer with 3 years of experience in overseeing construction projects from inception to completion. Jaci has a proven track record of ensuring project efficiency, safety, and compliance with industry standards. Seeking to prove his worth, Jaci will continue to contribute expertise in managing construction processes and optimizing project outcomes.

Traits That Make Jaci the *Best Fit* for Your Project

Assisted and managed construction projects, ensuring adherence to project specifications, drawings, timelines, and schedule constraints.

Coordinated with project stakeholders, including architects, subcontractors, and owner reps, to align project goals and expectations.

Conducted on-site inspections to monitor construction progress, quality, and safety compliance.

Prepared and reviewed project documentation, including plans, specifications, and meeting minutes.

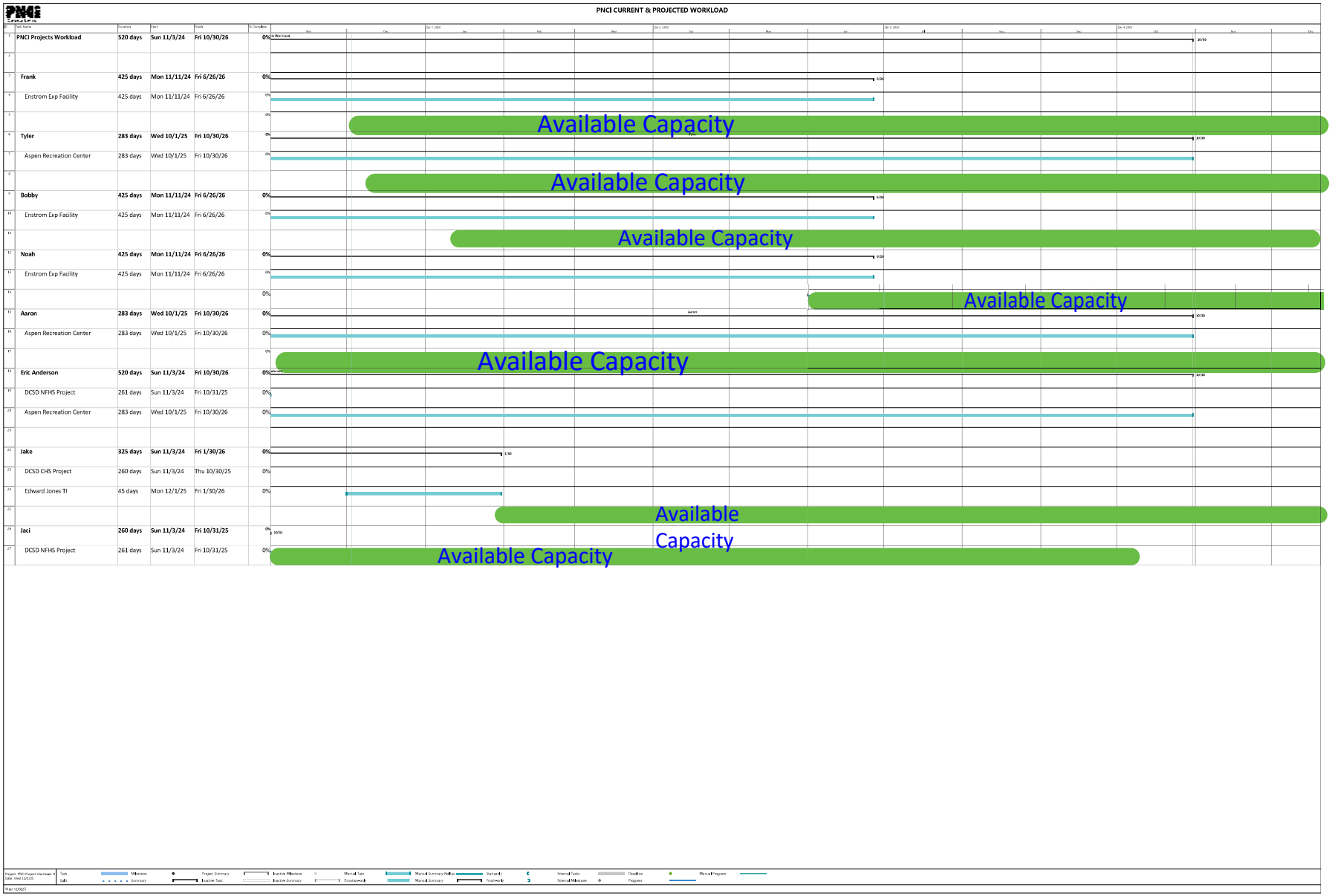
Implemented and enforced safety protocols, resulting in a zero-accident record during tenure.

Project Experience

Adventure Academy – New build for the Early Childhood Education Center through the Community Hospital in Grand Junction, Colorado.

Delta High School – The new addition to Delta High School includes a gymnasium, weight room, rest rooms, new administration building and more in Delta, Colorado.

North Fork High School – The new addition to the North Fork High School includes a new wrestling room, locker rooms, rest rooms, new administration building and entry in Hotchkiss, Colorado.


PNCI CURRENT & PROJECTED WORKLOAD
PNCI Projects Workload 520 days Sun 11/3/24 Fri 10/30/26 0%
Frank 425 days Mon 11/11/24 Fri 6/26/26 0%
Enstrom Exp Facility 425 days Mon 11/11/24 Fri 6/26/26
Tyler 283 days Wed 10/1/25 Fri 10/30/26 0%
Aspen Recreation Center 283 days Wed 10/1/25 Fri 10/30/26
Bobby 425 days Mon 11/11/24 Fri 6/26/26 0%
Enstrom Exp Facility 425 days Mon 11/11/24 Fri 6/26/26
Noah 425 days Mon 11/11/24 Fri 6/26/26 0%
Enstrom Exp Facility 425 days Mon 11/11/24 Fri 6/26/26
Aaron 283 days Wed 10/1/25 Fri 10/30/26 0%
Aspen Recreation Center 283 days Wed 10/1/25 Fri 10/30/26
Eric Anderson 520 days Sun 11/3/24 Fri 10/30/26 0%
DCSD NFHS Project 261 days Sun 11/3/24 Fri 10/31/25 0%
Aspen Recreation Center 283 days Wed 10/1/25 Fri 10/30/26 0%
Jake 325 days Sun 11/3/24 Fri 1/30/26 0%
DCSD CHS Project 260 days Sun 11/3/24 Thu 10/30/25 0%
Edward Jones TI 45 days Mon 12/1/25 Fri 1/30/26 0%
Jaci 260 days Sun 11/3/24 Fri 10/31/25 0%
DCSD NFHS Project 261 days Sun 11/3/24 Fri 10/31/25 0%
Available Capacity
Available Capacity
Available Capacity
Available Capacity
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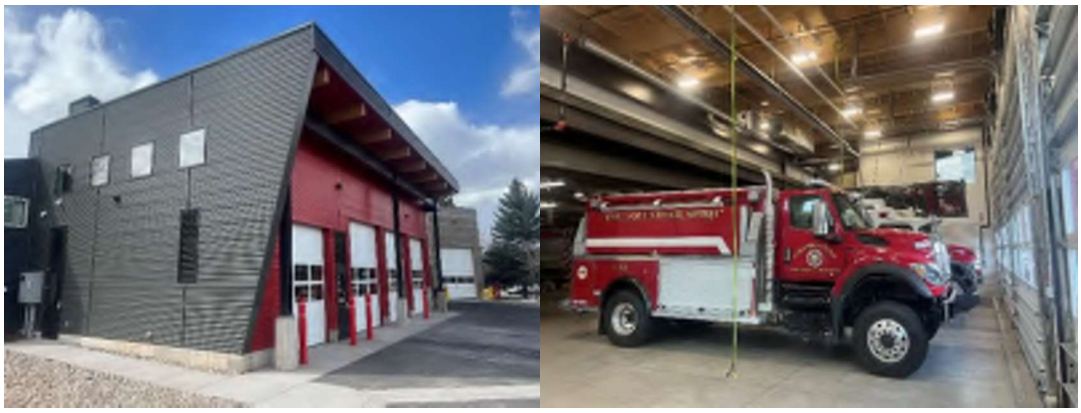
PNCI Construction Inc.

Section 2

Qualifications & Experience

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

CRFPD Station #81 Apparatus Bay Renovations



PNCI provided CM/GC Services for the renovation and expansion of the Station #81 Apparatus Bays as required to house larger and additional apparatus. This project included selective demolition, new foundations, wood framing, bay doors, and exterior and interior finishes. This required extensive collaboration between PNCI, Ownership, and Design to bring the project to successful completion.

Overall Construction Costs
GMP Contract Value: $2,049,331.26
Final Contract Value: $2,196,977.26
Increased to add re-roofing scope to existing apparatus bays.

Organizational structure of service delivery under the contract
CM/GC Services

Key assigned in-house staff
Principal in Charge –Tyler Schreiner
PM/Estimator- Tyler Schreiner
Project Superintendent – Noah Thornton

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
June 2024- April 2025

Owner Reference:
Carbondale Rural Fire
Chief Rob Goodwin
970-963-2491

Architect Reference:
A4 Architects
Micheal Hassig
970.963.6760

Owner Representative:
Phil Vaughan Construction Management
Phil Vaughan
970-625-5350

CRFPD Fire Training Facility



PNCI provided CM/GC Services for the new construction of the Fire Training Facility. This structure includes commercial and residential exterior features, three interior burn rooms with an exterior car prop. Also includes interior living scenarios, residential and commercial stair tower, roof access and other unique features for all aspects of fire personnel training. This was a very complex build being a structure with so many different integrations combined into one building. This required extensive collaboration between PNCI, Ownership, and Design to bring the project to successful completion.

Overall Construction Costs
GMP Contract Value: $1,534,541
Final Contract Value: $1,534,541

Organizational structure of service delivery under the contract
CM/GC Services

Key assigned in-house staff
Principal in Charge –Tyler Schreiner
PM/Estimator- Tyler Schreiner
Project Superintendent – Eric Anderson

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
June 2021- April 2022

Owner Reference:
Carbondale Rural Fire
Chief Rob Goodwin
970-963-2491

Architect Reference:
A4 Architects
Micheal Hassig
970.963.6760

Owner Representative:
Phil Vaughan Construction Management
Phil Vaughan
970-625-5350

CRFPD West End Station





PNCI provided CM/GC Services for the expansion of the CRFPD West End Fire Station just outside of Glenwood Springs. Project included the new construction of apparatus bays, restrooms, gear storage rooms, with connection corridor to the existing facility.

Overall Construction Costs
GMP Contract Value: $887,339
Final Contract Value: $879,239

Organizational structure of service delivery under the contract
CM/GC Services

Key assigned in-house staff
Principal in Charge –Tyler Schreiner
PM/Estimator- Tyler Schreiner
Project Superintendent – Brandon Rolland

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
May 2020- October 2020

Owner Reference:
Carbondale Rural Fire
Chief Rob Goodwin
970-963-2491

Architect Reference:
A4 Architects
Brad Zeigel
970.963.6760

Owner Representative:
Phil Vaughan Construction Management
Phil Vaughan
970-625-5350

CRFPD Marble Station



PNCI provided CM/GC Services for the complete renovation and expansion of the CRFPD Marble Fire Station in Marble Colorado. Project included the complete renovation and expansion of the antiquated building located in Marble. New finishes included expanded apparatus bays, new restrooms, offices, community center space with mini kitchen, gear storage, communications upgrades, and provisions for emergency backup power. Scheduling and logistically challenges were overcome due to remote work site and further complicated by Gunnison County COVID19 requirements and protocols. PNCI completed this project on time and under budget, even with these unprecedented challenges.

Overall Construction Costs
GMP Contract Value: $1,194392
Final Contract Value: $1,117,274

Organizational structure of service delivery under the contract
CM/GC Services

Key assigned in-house staff
Principal in Charge –Tyler Schreiner
PM/Estimator- Tyler Schreiner
Project Superintendent – Eric Anderson

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
May 2020- December 2020

Owner Reference:
Carbondale Rural Fire
Chief Rob Goodwin
970-963-2491

Architect Reference:
A4 Architects
Brad Zeigel
970.963.6760

Owner Representative:
Phil Vaughan Construction Management
Phil Vaughan
970-625-5350

Sopris Lofts



The Sopris Lofts Development is 26,000 SF, three story, wood framed mixed use commercial and residential building located in Carbondale Colorado. This project includes 27 rental apartments and a main level commercial retail space. The building exterior is a mix of brick, stucco, wood, and metal finishes with interior finishes including painted drywall, carpet, LVP, millwork and cabinets with quartz tops, individual HVAC units, water heaters, full fire suppression, and individually metered electrical services.

This project had to comply with the restrictions and regulations of the Roaring Fork Valley, including the 2015 International Energy Conservation Code (IECC). The IECC required this building to include continuous exterior insulation, spray foam interior details, and exterior assembly sealants that all were tested via blower door tests to insure there are not air leaks. Attention to detail from the very beginning of construction is required to achieve these requirements.

Overall Construction Costs

Original GMP Budge:	$6,388,878
Change Orders:	$<-26,273>
Final Contract Value	$6,362,605

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge/ PM Tyler Schreiner
Project Superintendent – Eric Anderson

Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management & supervision.

Schedule History

August 2020 – August 2021

Owner Reference:
1201 CO Investors
Riley Soderquist 952-240-1106
riley@logeproperties.com

Owner Rep:
Phil Vaughan Construction Management
Phil Vaughan- 970-625-5350
phil@pvcmi.com

Architect Reference:
Neo Studio 303-758-3800
Michael Noda

The Eddy



The Eddy Project near Las Colonias Park in Grand Junction is a 96 unit apartment complex spread over three buildings and includes an adjacent RV Park Development complete with Clubhouse. The project included full site development, three level wood framing over monoslab foundations. Exterior finishes include stucco, metal, and hariboard, with interior finishes being painted drywall, LVP, painted finish cabinets with solid surface tops. Each unit is fully sprinkled, includes HVAC, water heaters, and individually metered electrical.

Overall Construction Costs

Original GMP Budge:	$19,220,000
Final Contract Value	$19,943,473

Includes additional scope for the Riverfront Trail.

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge	Tyler Schreiner
Project Manager	Aaron Berk
Project Superintendent	Dell Hunter
Project Superintendent	Eric Anderson

Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management & supervision.

Schedule History

June 2021 – August 2022

Owner Reference:

Four Points Funding - 303-522-6655

Stephanie Copeland

stephanie@fourpointsfunding.com

Architect Reference:

Tucker Johnson Architects 720-512-5922

Tucker Johnson

tucker@tuckerjohnsonarch.com

Delta County School District
2022 Bond Initiative High School Improvement Projects



PNCI Construction, Inc. was selected in early 2023 as the CM/GC for the Delta County School District's 2022 Bond Initiative, a comprehensive $40+ million capital improvement effort targeting three existing high school campuses. The project included security upgrades, building additions, system overhauls, and HVAC modernization—delivered in active school environments with zero disruption to learning or athletics.

Scope of Work

- Secure, controlled access entry additions at all three high schools
- Relocation and reconstruction of administrative offices adjacent to main entrances
- Additions and renovations to athletic spaces: gymnasiums, locker rooms, and team rooms
- Upgrades to mechanical, electrical, and plumbing (MEP) systems
- Full fire suppression and code-compliant alarm/notification systems
- Classroom wing HVAC replacements funded through a supplemental BEST Grant

Project Schedule & Milestones

- **Preconstruction & Planning:** Spring 2023 – Spring 2024
- **Delta High School Construction:** Spring 2024 – Nov 2024
- **NFHS & CHS Construction:** Fall 2024 – Nov 2025

PNCI coordinated early procurement of long-lead equipment and maintained aggressive summer work schedules to ensure school readiness by August 1 each year.

Project Approach

PNCI led a phased construction approach to maintain safe, uninterrupted school operations. We developed schedules that aligned with the academic calendar and collaborated closely with the district, design team, and local subcontractors to address:

- Code compliance for construction in occupied facilities
- Market conditions and material lead times
- Safety, communication, and phasing strategies with school leadership
- Timely coordination with grant requirements and state reporting

Project Outcomes

- Project on schedule with successful delivery of each phase
- All work executed with zero disruption to school year or athletics
- Enhanced safety, efficiency, and learning environments across all sites
- Strong partnership with the District and project team to maximize bond and grant funds

Relevance to Proposed Project

This $40+M project showcases PNCI's ability to successfully manage complex, multi-site school improvements on occupied campuses. Our hands-on experience with secure entries, MEP and HVAC systems, phased scheduling, and CM/GC delivery directly aligns with the needs of Mesa County Valley School District.

Prior Project Experience/Success

2024 Projects- Delta High School Bond Scope and Delta High School A Wing HVAC Replacement Scope



The Delta High School Bond and HVAC Replacement Project

Bond Scope – $13.8 Million

January – October 2024

This portion of the project provided major renovations and additions to Delta High School, including:

- New auxiliary gymnasium and weight room
- Construction of a secure new front entry with relocated administration offices
- Renovation of existing locker rooms and athletic spaces
- Installation of fire suppression and fire alarm systems throughout the existing facility

This scope was delivered using a phased approach to minimize impact on academic operations,, allowing school functions to continue safely and without disruption.

Overall Construction Costs

Total Contract Value $18.260M

Contract Amendments: <$1,034,642> in returned contingency.

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge/ Estimator – Tyler Schreiner

Project Manager- Aaron Berk

Project Superintendent- Jake Little

Project Superintendent- A wing- Henry Delahoz

Project Engineer- Jaci Whitelow

PNCI Subcontracted all aspects of these projects.

A-Wing HVAC Replacement – $4.4 Million

Summer 2024 (10-week window)

Substantial Completion Achieved in 8 Weeks

This accelerated summer phase involved the complete replacement of the HVAC system serving the classroom wing.

This work required precise coordination and fast-track construction execution. The project team successfully completed:

- $3.163 million of work in June 2024
- $3.535 million of work in July 2024

These milestones were critical to achieving early substantial completion within an 8-week window, ensuring classrooms were fully operational for the fall semester.

Schedule History

January 2024 to Oct 2024

A Wing HVAC Scope May 20th to Aug 2nd $4.4M

Owner Reference:

Delta County Schools

Kurt Clay- Assistant Superintendent

970-874-4438

Kurt.clay@deltaschools.com

Architect Reference:

RTA Architects

Ken Gregg

719-471-7566

ken@rtaarchitects.com

Prior Project Experience/Success

2024 Projects- North Fork High School Bond Project, NFHS A-Wing HVAC Replacement Project, Cedaredge High School Bond Project, CHS A-Wing HAVE Replacement Project



North Fork High School Bond Project- Project included renovations to existing locker rooms, weight room, with addition of new wrestling room, team rooms, secure primary entry and administration offices. The project also included complete installation of new fire suppression and voice fire alarm systems throughout. This project was completed in a phased approach a required to meet the operational needs of the school and requirements for occupancy during construction.

NFHS Bond Construction Costs

GMP Contract Value $7.4M

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge/ Estimator – Tyler Schreiner
Project Manager- Aaron Berk
Project Superintendent- Eric Anderson
Project Engineer- Jaci Whitelow

Schedule History

Oct 2024 through Oct 2025

Architect Reference:

RTA Architects
Ken Gregg
719-471-7566
ken@rtaarchitects.com

NFHS A Wing HVAC Replacement Project- Project included complete replacement of the HVAC systems for the classroom wing of the high school. Including demo of all existing systems, new structural elements for roof support, and complete replacement of all ceilings in this portion of the building. This project had to be completed over the 10 week summer break.

NFHS A Wing Construction Costs

GMP Contract Value $3.08M

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge/ Estimator – Tyler Schreiner
Project Manager- Aaron Berk
Project Superintendent- Jaci Whitelow
Project Engineer- Max Hough

Schedule History

May 20th 2025 to Aug 1 2025

Owner Reference:

Delta County Schools
Kurt Clay- Assistant Superintendent
970-874-4438
Kurt.clay@deltaschools.com

Prior Project Experience/Success






Cedaredge High School Bond Project- Project included renovations to existing locker rooms, with addition of new weight room, team rooms, secure primary entry and administration offices. The project also included complete installation of new fire suppression and voice fire alarm systems throughout. This project was completed in a phased approach a required to meet the operational needs of the school and requirements for occupancy during construction.

CHS Bond Construction Costs

GMP Contract Value $7.5M

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge/ Estimator – Tyler Schreiner

Project Manager- Aaron Berk

Project Superintendent- Jake Little

Project Engineer- Mario DeLara

Schedule History

Dec 2024 through Oct 2025

Architect Reference:

RTA Architects

Ken Gregg

719-471-7566

ken@rtaarchitects.com

CHS A Wing HVAC Replacement Project- Project included complete replacement of the HVAC systems for the classroom wing of the high school. Including demo of all existing systems, new structural elements for roof support, and complete replacement of all ceilings in this portion of the building. This project had to be completed over the 10 week summer break.

CHS A Wing Construction Costs

GMP Contract Value $2.8M

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge/ Estimator – Tyler Schreiner

Project Manager- Aaron Berk

Project Superintendent- Paul Mannes

Project Engineer- Mario DeLara

Schedule History

May 20th 2025 to Aug 1 2025

Owner Reference:

Delta County Schools

Kurt Clay- Assistant Superintendent

970-874-4438

Kurt.clay@deltaschools.com

FirstBank Basalt, CO



PNCI provided CM/GC Services for construction of the new bank location in Willits Town Center Basalt, CO. This 3,843 build included site development, utilities, wood framed construction, complete with interior and exterior finishes. The orange metal details on the exterior of the building were completed in custom color finish to align with the trademark orange logo color of FirstBank.

Overall Construction Costs
GMP Contract Value: $3,294,260
Final Contract Value: $3,294,260

Organizational structure of service delivery under the contract
CM/GC Services

Key assigned in-house staff
Principal in Charge –Tyler Schreiner
PM/Estimator- Tyler Schreiner
Project Superintendent – Brandon Rolland

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
July 2021 – May 2022

Owner Reference:
First Bank
Pete Whalen- Dir Real Estate & Facilities
303-231-2034
Pete.Whalen@efirstbank.com

Architect Reference:
2757 Design Co
Carbondale, CO
970-989-2757

Owner Representative:
Phil Vaughan Construction Management
Phil Vaughan
970-625-5350

If there was an opportunity to work with PNCI on another FirstBank project in the future, we would definitely like to do so. Pete Whalen email 5/6/22

Lower Valley Fire Station – Phase I







This new fire station in Fruita, CO was constructed to house six apparatus bays on the lower level, ancillary facilities, restrooms and hydraulic elevator all of which are protected by a fire sprinkler and alarm system. Above, on the second story, the firemen dorm living/sleeping quarters are located. The full kitchen includes dining facilities with a spacious day room and restrooms/showers to accommodate the crew.
The exterior finish of the new building consists of concrete block, stucco, and brick veneer with a standing seam metal roof. Roll up overhead doors accommodate the passage for the fire trucks and equipment. The site is complete with an asphalt parking lot, concrete sidewalks, curbs and gutter.

Overall Construction Costs
Final Contract: $1,734,569
Initial Contract: $1,723,344
Contract Amendments: $11,225

Organizational structure of service delivery under the contract
CM/GC Negotiated

Key assigned in-house staff
Principal in Charge – Frank P. DeSantis
Project Manager/Estimator – Andy Bosch
Project Superintendent – Billy Wolf / Kris Peterson

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
September 2013 – July 2014

Owner Reference:
Lower Valley Fire District
Frank Cavaliere, Fire Chief
(970) 858-3133
fcavaliere@fruita.org

Architect Reference:
Vortex Engineering & Architecture
Robert Jones II, Architect
(970) 245-9051
rjones@vortexeng.us

Lower Valley Fire District

Loma Station



PNCI provided Design/ Build Construction Services to expand the previously none occupied station in Loma, CO into a fully functional occupied fire station. Scopes includes construction of 2,000 sf crew living quarters with kitchen, laundry, sleep rooms, office, workout area, and group huddle space. Addition of a new apparatus bay and integration of fire suppression and monitored fire alarm systems through entire facility. Exterior reface of the existing facility, new asphalt parking lot, security fencing, and grading was also completed.

Overall Construction Costs
Final Contract Value: $487,390

Organizational structure of service delivery under the contract
Design/ Build

Key assigned in-house staff
Principal in Charge –Tyler Schreiner
PM/Estimator- Tyler Schreiner
Project Superintendent – Brandon Rolland

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
December 2019 – February 2020

Owner Reference:
LVFD
Chief Frank Cavaliere
970-858-3133

Architect Reference:
Kraai Design Architecture
Eric Kraai
970-712-5045

De Beque Fire Station, De Beque, Colorado





The De Beque Fire District is in the process of building a new fire station at an existing site where they are currently conducting business out of a two-story home. The project is a new five bay fire station with living quarters, offices, day room and kitchen, IT room and training/classroom/community room. The Green Globes design intent was to utilize as many local sustainable resources and recycled materials with as little environmental impact as possible. Existing site buildings were recycled/salvaged along with building concrete and block scrap for the new building. The environmental management plan was developed to control any onsite hazards to protect the local community neighbors along with the subcontractors on site.

Overall Construction Costs
Final Contract: $4,937,928
Initial Contract: $4,702,839
Contract Amendments: $224,858

Organizational structure of service delivery under the contract
CM/GC Hard Bid
Green Globes

Key assigned in-house staff
Principal in Charge – Frank P. DeSantis
Project Manager – Mark DeWolfe
Project Superintendent – Kris Peterson

Subcontracts used in the performance of the contract
All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History
July 2015 – December 2016

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)
PNCI Construction Inc.
553 25 ½ Road
Grand Junction. 81505

SUBMITTED TO:
(Organization name and address.)
CRFPD
301 Meadowood Dr
Carbondale, CO 81623

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
General Contractor/ Construction Management

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[X] Exhibit A – General Information
[X] Exhibit B – Financial and Performance Information
[X] Exhibit C – Project-Specific Information
[X] Exhibit D – Past Project Experience
[X] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Frank P. DeSantis 12/4/25
Organization's Authorized Representative Signature **Date**

Frank P. DeSantis
Printed Name and Title

NOTARY
State of: Colorado
County of: Mesa
Signed and sworn to before me this 4 day of December 2025

Angela Acree
Notary Signature
My commission expires: 11/6/27

ANGELA ACREE
Notary Public
State of Colorado
Notary ID # 20234041893
My Commission Expires 11-06-2027

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AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by PNCI Construction Inc. and dated the 4 day of December in the year 2025
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

PNCI Construction Inc. 553 25 ½ Rd. Grand Junction CO. 81505

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

NA

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

NA

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

553 25 ½ RD. Grand Junction CO. 81505

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Colorado 2004
Frank DeSantis, President
Tyler Schreiner, Director of Construction
Susan DeSantis, Secretary
Bobby DeSantis, Project Manager

.2 If your organization is a partnership, identify its partners and its date of organization.

NA

ADDITIONS AND DELETIONS:
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User Notes: (1328564054)

.3 If your organization is individually owned, identify its owner and date of organization.

NA

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

NA

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

NA

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

(21) Twenty-One

§ A.1.3.2 How many full-time employees work for your organization?

(35) Thirty-Five

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220 Commercial & Industrial Building Construction

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

NA

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

25 million

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

12 million

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

45 million

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Demo, Doors & Hardware, Specialties, General Labor, Carpentry

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User Notes: (1328564054)

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Detailed Oriented, Strong communication Skills, Analytical Thinking, Organizational Skills, Adaptability, Integrity & Accountability, Leadership, Technical Knowledge, Client-Focused mindset. Circle Safety Awarded, Member of ASHE, Member of WCCA

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes, collaborative early on engagement, complete understanding of owners expectations objectives, Goals, working with the Design Team, Key Pre Construction Services, Project Planning & Scheduling, Identification of Key milestones, Coordination of Design, and construction phases, Budgeting & Cost Estimating Developing Cost control Strategies, Site Analysis, Identifying impacts to users, Constructability reviews, Assistance with obtaining necessary permits, Navigating local regulations and building codes, Identification of potential risks Mitigation of risks, Procurement Planning, Logistics and site planning, prequalification of Vendors and Sub-contractors Bid packaging and solicitation, planning for site access, staging and safety, Traffic and delivery coordination, guidance on green building practices ,Client communication & Reporting Regular updates and documentation, Stakeholder Coordination

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

NA

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Yes, Procore

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

Dale Beede – SURE Reality c- (970) 250-9500, email – dbeede@suregj.com
Doug Simons - Enstrom Candies c-(970)261-7430, email – doug@enstrom.com

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

Eric Kraai – Karri Design Architecture, c – (970) 640-7898 email – eric@kraaidesign.com
Ben Hanlon – Davis Partnership Architects, w- (303) 308-2547, email – ben.hanlon@davispartnership.com
Marc Soloway – Soloway Design, c – (520) 250-4497, email – marcs@

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

Seth Ashton, US Bank, w- (970) 244-7353, email – seth.ashton@usbank.com

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Marc McAtlin, McAtlin Electric Corp. c- (970) 986-0195, email – marc@mcatlin.com
David Ross, Comfort Air of GJ, c- (970) 986-1698, email – david@comfortairco.com
Andy Azcarraga, Sunroc, c-(970) 250-2453, email – aazcarraga@sunroc.com

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AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by PNCI Construction Inc. and dated the 4 day of December in the year 2025
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

CRFPD - Construction Manager / General Contractor RFP

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

PNCI Construction Inc. 553 25 ½ Rd. Grand Junction CO. 81505

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

Construction Manager/General Contractor

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

NA

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

2004

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

35

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

City of Aspen UC-000182

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

ADDITIONS AND DELETIONS:
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User Notes: (1214732899)

Please reference info included in our RFP Response Submittal for team, resumes, and experience.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

Pre-Construction Services, Construction Management, Close-out

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

TBD

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

25 million

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

12 million

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

45 million

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

40, 22 million, The Eddy

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

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§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

NA

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

yes

§ C.5.2 Surety company name:

Hub International – EMC Insurance

§ C.5.3 Surety agent name and contact information:

Tim Blanchard, c – (970) 250-5904, email – timothy.blanchard@hubinternational .com

§ C.5.4 Total bonding capacity:

50 million single, 80 million agg.

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

40 million

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AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	CRFPD	635 Pitkin Hybrid	First Bank	The Eddy
PROJECT LOCATION	Marble CO West Glenwood Springs Carbodale	635 Pitkin Grand Junction, CO	Willets, Basalt	Grand Junction
PROJECT TYPE	Remodels & Additions New Training Facility	Addition & Remodel	New Bank	Apartment Buildings 3 Building 96 Unite , RV 86 Units, Club house
OWNER	CRFPD	Hybrid Confections	First Bank	4 Points Investment Groug
ARCHITECT	A4	Davis Partnership Architects	2757 Design	Tucker Johnson Architects
CONTRACTOR'S PROJECT EXECUTIVE	Tyler Schreiner	Frank DeSantis	Tyler Schreiner	Tyler Schreiner
KEY PERSONNEL (include titles)	Eric Anderson Super. Austin Newberry, PM	Eric Anderson, Super Bobby DeSantis PM	Brandon Rollan, Super Kimberly Stark , PM	Dell Hunter , Super Austin Newberry , PM Arron Burk, PM
PROJECT DETAILS	Contract Amount 7.5 Million Completion Date Fall 2024 % Self-Performed Work 10	Contract Amount 3 Million Completion Date Spring 2023 % Self-Performed Work 15	Contract Amount 3.5 Million Completion Date Fall 2022 % Self-Performed Work 10	Contract Amount 22 Million Completion Date Fall 2023 % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A

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User Notes: (3B9ADA45)

AIA® Document A305® – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	Community Hospital ECEC	Delta School District	Enstrom Expansion Facility	Centennial Ranch
PROJECT LOCATION	Grand Junction	Delta, CO Cederadge, CO Hotchkiss, CO	Grand Junction	Montrose CO
PROJECT TYPE	New Construction Day Care Facility	Remodels and additions	56,000 sf Warehouse	Additions & Remodels
OWNER	Community hospital	Delta County School District 50	Enstrom Candies	Centennial Ranch Darryl & Caroly flaming
ARCHITECT	Perkins Will	RTA	Davis Partnership Architects	Karri Design
CONTRACTOR'S PROJECT EXECUTIVE	Tyler Schreiner	Tyler Schreiner	Frank DeSantis	Frank DeSantis
KEY PERSONNEL (include titles)	Eric Anderson , Super Austin Newberry PM Jaci Whitelow, PE	Jake Little, Super Paul Manns , Super Henery Delahoz, Super Jaci Whitelow , Super Aaron Burk, PM Mario DeLara, PE Max Hough, PE	Noah Thornton, Super Bobby DeSantis , PM Max Hough, PE	Paul Manns , Super Kris Peterson, PM
PROJECT DETAILS	Contract Amount 4 Million Completion Date Fall 2023 % Self-Performed Work 10	Contract Amount 35 Million Completion Date Fall 2025 % Self-Performed Work	Contract Amount 22 Million Completion Date Spring 2026 % Self-Performed Work 15	Contract Amount 2 Million Completion Date Spring 2025 % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A

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User Notes: (3B9ADA47)

HUB International Colorado

2000 S. Colorado Blvd. • Tower 2 • Suite 150
Denver, CO 80222
Toll Free: (888) 795-0300

hubinternational.com

December 1st, 2025

Carbondale & Rural Fire Protection District
Chief Rob Goodwin
301 Meadowood Dr
Carbondale, CO 81623

RE: RFP for Construction Manager/ General Contractor Services

To Whom It May Concern:

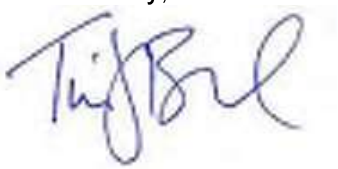
It is our pleasure to introduce PNCI Construction, Inc. to you in accordance with your prequalification process. HUB International Colorado currently represents PNCI Construction, Inc. on all matters involving insurance and surety bonding.

In the past, we have supported PNCI Construction, Inc. with bonding capacity in the $50,000,000 range on a single project with an aggregate capacity in the $80,000,000 range. Should the appropriate opportunity arise, we would also gladly consider larger requests. Should the referenced project be awarded to and accepted by PNCI Construction, Inc., there is sufficient bonding capability for this project with current and anticipated workloads. The current bonded backlog is approximately $5,000,000 and, based upon scheduled completion dates, it is expected that all bonded backlog will be complete by year-end 2025.

Keep in mind that formal approval of any bond is conditioned upon factors specific to the project, contract, financial position of the company at the time of need and other underwriting conditions, so this letter should not be construed as a formal commitment to provide bonds at this time.

We hold PNCI Construction, Inc. and its principals in the highest regard and urge you to extend every possible consideration to their proposal. I would gladly respond to any further inquiry you may have.

Sincerely,



Tim Blanchard
President - Colorado
HUB International Colorado
Phone: (970) 254-3316

FMHS 2019 Scope

PNCI Construction Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address: Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator: TDS
Project Duration: 9 MO

CODE	Description	Quan.	Unit	Labor	Material	Vendor / Sub	Total	SD BUDGET	
01 General Conditions			PER THE RFP- Balance Remaining						
	Balance of RFP GC's	1.00	ls			-	$ -	0	
	GC's per attached	1.00	ls			$ 209,570.00	$ 209,570.00	$ 178,970.00	Insurances
		Division Totals		$ -	$ -	$ 209,570.00	$ 209,570.00	$ 178,970.00	
02 Existing Conditions								$ -	
		Division Totals		$ -	$ -	$ 493,496.00	$ 493,496.00	$ 132,333.00	Demo scope
03 Concrete								$ -	
		Division Totals		$ -	$ -	$ 574,744.00	$ 574,744.00	$ 399,560.00	Removed site scope
04 Masonry								$ -	
		Division Totals		$ -	$ -	$ 90,750.00	$ 90,750.00	$ 61,600.00	reduced, add to Div 7
05 Metals								$ -	
		Division Totals		$ -	$ -	$ 386,619.32	$ 386,619.32	$ 575,450.00	under budget
06 Wood & Plastics								$ -	
		Division Totals		$ -	$ -	$ 187,630.00	$ 187,630.00	$ 217,350.00	under budget
07 Thermal & Moisture Protection								$ -	
		Division Totals		$ -	$ -	$ 506,215.00	$ 506,215.00	$ 508,044.00	Exterior finishes from Div 4
08 Doors & Windows								$ -	
		Division Totals		$ -	$ -	$ 721,822.00	$ 721,822.00	$ 522,450.00	OH Doors, Increase scope
09 Finishes								$ -	
		Division Totals		$ -	$ -	$ 1,546,187.34	$ 1,546,187.34	$ 1,065,227.00	Increase scope/ floor typ
10 Specialties								$ -	
		Division Totals		$ -	$ -	$ 142,825.00	$ 142,825.00	$ 58,775.00	Lockers
11 Equipment								$ -	
		Division Totals		$ -	$ -	$ 29,875.00	$ 29,875.00	$ 29,875.00	
12 Furnishings								$ -	
		Division Totals		$ -	$ -	$ 25,200.00	$ 25,200.00	$ 25,200.00	
13 Special Construction								$ -	
	Special Const					-	$ -	$ -	
	Elevator					-	$ -	$ -	
		Division Totals		$ -	$ -	$ -	$ -	$ -	
21 Fire Suppression								$ -	
		Division Totals		$ -	$ -	$ 74,370.00	$ 74,370.00	$ 60,500.00	Increase for sky/ panels
22 Plumbing								$ -	
		Division Totals		$ -	$ -	$ 358,342.00	$ 358,342.00	$ 238,400.00	
23 HVAC								$ -	
		Division Totals		$ -	$ -	$ 596,263.00	$ 596,263.00	$ 519,000.00	
26 Electrical								$ -	
		Division Totals		$ -	$ -	$ 897,700.00	$ 897,700.00	$ 777,200.00	
28 Electronic Safety and Security								$ -	
		Division Totals		$ -	$ -	$ -	$ -	$ 65,250.00	
31 Earthwork								$ -	
		Division Totals		$ -	$ -	$ 538,970.05	$ 538,970.05	$ 250,820.00	Sitework removed
32 Exterior Improvements								$ -	
		Division Totals		$ -	$ -	$ 340,921.50	$ 340,921.50	$ 307,750.00	Sitework removed
33 Utilities								$ -	
		Division Totals		$ -	$ -	$ 60,000.00	$ 60,000.00	$ 21,000.00	
17 Miscellaneous								$ -	
		Division Totals		$ -	$ -	$ 171,200.00	$ 171,200.00	$ 144,200.00	Added Mod
				Labor	Materials	Vendor / Sub	Total	Total	
Subtotals				$ -	$ -	$ 7,952,700.21	$ 7,952,700.21	6,158,954.00	
								$ -	

Direct Cost of the Work		$7,952,700.21	$ 6,158,954.00
Pre-Construction Services		$15,000.00	$15,000.00
Subtotal		$7,967,700.21	$6,173,954.00
Contractors Fee	5.00%	$398,385.01	$308,697.70
Subtotal		$8,366,085.22	$6,482,651.70
Bond		$65,301.00	$58,119.00
Subtotal		$8,431,386.22	$6,540,770.70
Contingency 10%		$843,138.62	$327,038.54
Project Total:		$9,274,524.84	$6,867,809.24

FMHS 2019 Scope

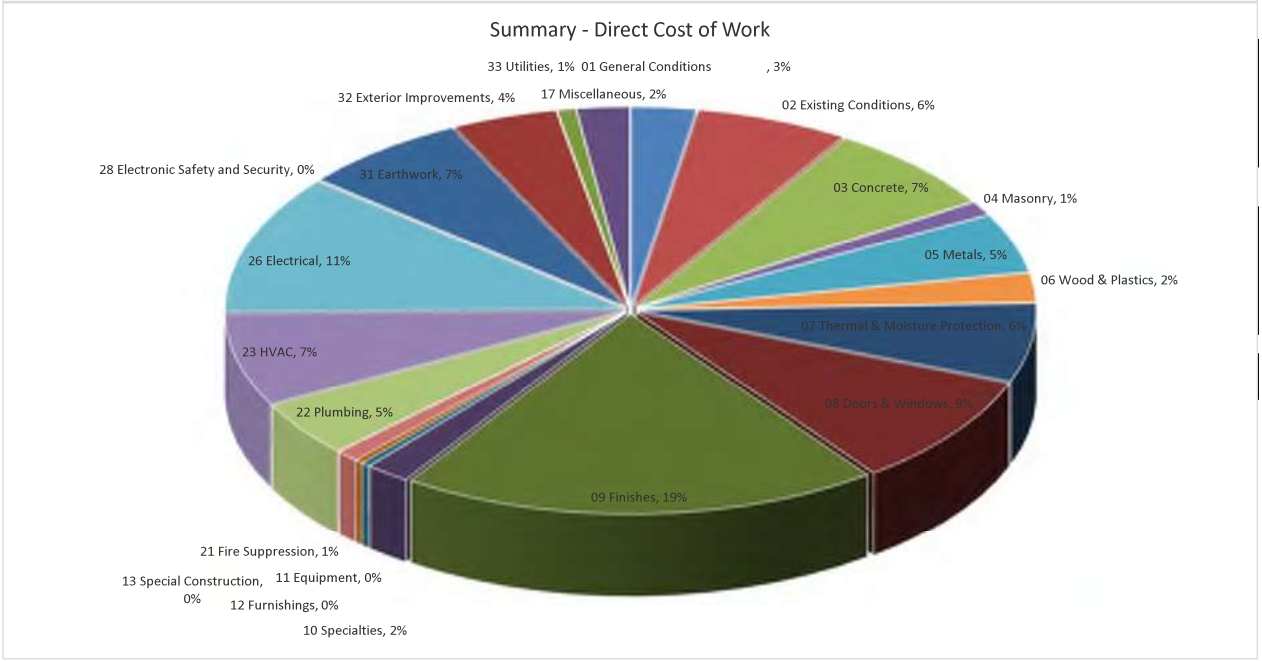
DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address: Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator: TDS
Project Duration: 9 MO

CODE	Description	Quan.	Unit	Labor	Material	Vendor / Sub	Total	SD BUDGET





FMHS 2019 Scope

Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 1: General Conditions

	Labor				Material				Subcontract				Other	Line	
Description:	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Item $**	**Total $**	
Superintendent	26.00	wks	2200	57200				0				$0.00		**$57,200.00**	
Superintendent Truck				0	6	mo	200	1200	3	mo	500	$1,500.00		**$2,700.00**	
Assistant Super	26.00	wks	1280	33280				0				$0.00		**$33,280.00**	
Office Rent- Construction				0				0	2	mo	450	$900.00		**$900.00**	
Temp Toilets				0				0	6	mo	815	$4,890.00		**$4,890.00**	
GL Insurance Increase over $2M								0	0.0145	%	$6,800,000.00	$98,600.00		**$98,600.00**	
Builders Risk									1	ls	12000	$12,000.00		**$12,000.00**	Check
				90480				**1200**				**$117,890.00**	**0**	**$209,570.00**	**$209,570.00**

Line Item 1 Total:
$ 209,570.00

Division 2: Existing Conditions

	Labor				Material				Subcontract				Other	Line	
Description:	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Item $**	**Total $**	
Demo at West Area				0				0	4533	sf	2.5	$11,332.50		**$11,332.50**	
Demo at East Area				0				0	5954	sf	2.5	$14,885.00		**$14,885.00**	
Demo Climb Area				0				0	4121	sf	2.5	$10,302.50		**$10,302.50**	
Temp Barriers/ Dust Part				0				0	1	ls	7500	$7,500.00		**$7,500.00**	
ACT Removals				0				0	17542	sf	1	$17,542.00		**$17,542.00**	
Hard Lid Demo	5000	sf	2	10000	1	ls	500	500				$0.00		**$10,500.00**	
Finishes Protection				0				0	17542	sf	1	$17,542.00		**$17,542.00**	
Canopy Demo	160	mhrs	42	6720	1	ls	500	500				$0.00		**$7,220.00**	
Window Demo	10	ea	250	2500	1	ls	250	250				$0.00		**$2,750.00**	
Roof Ladder Modifications				0				0	1	ls	2500	$2,500.00		**$2,500.00**	
Fountain Demo				0				0	Incld					**$0.00**	
Brick Salvage				0				0	Div 4					**$0.00**	
Metal Gate and Fence Demo	16	mhrs	42	672	1	ls	250	250				$0.00		**$922.00**	
Demo Gender Nuet Restrooms	40	mhrs	42	1680	1	ls	250	250				$0.00		**$1,930.00**	
Demo at North Locker rooms	40	mhrs	42	1680	1	ls	50	50				$0.00		**$1,730.00**	
Demo Restrooms 155/156	32	mhrs	42	1344	1	ls	250	250				$0.00		**$1,594.00**	
R/R Fire Blanket Foods	2	mhrs	42	84	1	ls	50	50				$0.00		**$134.00**	
R/R Wash/Dryer	4	mhrs	42	168	1	ls	50	50				$0.00		**$218.00**	
R/R Appliances	8	mhrs	42	336	1	ls	50	50				$0.00		**$386.00**	
R/R Kiln Hood	16	mhrs	42	672	1	ls	250	250				$0.00		**$922.00**	
R/R Art Room Sinks	16	mhrs	42	672	1	ls	250	250				$0.00		**$922.00**	
R/R Door and Frame	8	mhrs	42	336	1	ls	250	250				$0.00		**$586.00**	
Sawcutting				0				0	5000	lf	5	$25,000.00		**$25,000.00**	
Concrete Demo- Trenches	5000	sf	10	50000	1	ls	1000	1000				$0.00		**$51,000.00**	
Cafeteria Demo								0	15000	sf	2.5	$37,500.00		**$37,500.00**	
VCT Demo	15000	sf	2	30000				0				$0.00		**$30,000.00**	
Carpet Demo				0	incld							$0.00		**$0.00**	
Tile Demo				0	incld							$0.00		**$0.00**	
Thickset Tile Demo				0	incld							$0.00		**$0.00**	
Grind Exposed Ag Flooring				0				0	20000	sf	5	$100,000.00		**$100,000.00**	
Epoxy Flooring Demo				0	incld							$0.00		**$0.00**	

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope | **Bid Date:** 1/15/2019
Address Wildcate Ave | **Estimator** TDS
Fruita, CO

Wall Tile Demo	80	mhrs	42	3360	1	ls	250	250				$0.00		**$3,610.00**	
Locker Demo	40	mhrs	42	1680	1	ls	250	250				$0.00		**$1,930.00**	
Clean and Repair Brick- Lockers				0				0	1	allow	5000	$5,000.00		**$5,000.00**	
Clean and Repair Gyp- Lockers				0				0	1	allow	5000	$5,000.00		**$5,000.00**	
Masonry Demo	160	mhrs	42	6720	1	ls	1000	1000				$0.00		**$7,720.00**	
Display Case R/R	40	mhrs	42	1680	1	ls	500	500				$0.00		**$2,180.00**	
Casework Demo	40	mhrs	42	1680	1	ls	250	250				$0.00		**$1,930.00**	
FDN Cutting				0				0	1	ls	15000	$15,000.00		**$15,000.00**	
FDN Removals				0				0	1	ls	10000	$10,000.00		**$10,000.00**	
Tile Mural Protections	16	mhrs	42	672	1	ls	500	500				$0.00		**$1,172.00**	
Exterior Canopies	200	mhrs	42	8400	5	days	100	500	1	week	2500	$2,500.00		**$11,400.00**	
R/R Floor Mounts- Bathrooms	1280	mhrs	42	53760	1	ls	15000	15000				$0.00		**$68,760.00**	
Move to Bond Scope				0				0	-1	ls	77624	-$77,624.00		**-$77,624.00**	
Planning Clearance Fees/Taps				0				0	By Owner					**$0.00**	
Building Plan Review Fee				0				0	1	allow	12,500.00	$12,500.00		**$12,500.00**	
Building Permit				0				0	1	allow	25,000.00	$25,000.00		**$25,000.00**	
Health Department Fee								0	By Owner					**$0.00**	
Fire Department Fee				0				0	1	allow	10,000.00	$10,000.00		**$10,000.00**	
Street Cut & Patch Fees				0				0	1	allow	10,000.00	$10,000.00		**$10,000.00**	
Storm Drainage Fees								0	By Owner					**$0.00**	
Egress Tunnels				0				0	1	allow	25000	$25,000.00		**$25,000.00**	
				184816				**22200**				**$286,480.00**	**0**	$493,496.00	Check **$493,496.00**

Line Item 2 Total:
$ 493,496.00

FMHS 2019 Scope

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 3: Concrete

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Survey and Layout				0				0	80	hr	35	$2,800.00		$2,800.00	
Concrete- Bld				0				0	1	ls	186730	$186,730.00		$186,730.00	
Concrete- Site				0				0	1	ls	372964	$372,964.00		$372,964.00	
Remove Bond Scope				0				0	-1	ls	50000	$0.00		$0.00	
Caps				0				0	Incld	cy	425			$0.00	
Grade Beams				0				0	Incld	cy	425			$0.00	
SOG-Interior- Grey				0				0	Incld	sf	6.5			$0.00	
SOG-Interior- Colored				0				0	Incld	sf	7.52			$0.00	
Driveway Concrete				0				0	Incld	sf	10			$0.00	
Site Concrete Sidewalk				0				0	Incld	sf	6.5			$0.00	
Grout Base Plates				0				0	45	ea	50	$2,250.00		$2,250.00	
Concrete Wash Out				0				0	20	wks	500	$10,000.00		$10,000.00	
Planter Footings				0				0	Incld	cy	425			$0.00	
Planter Walls				0				0	Incld	cy	425			$0.00	
															Check
				0				0				$574,744.00	0	$574,744.00	$574,744.00

Line Item 3 Total:
$ 574,744.00

Division 4: Masonry

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
CMU at Planters Int				0				0	Incld					$0.00	
CMU at Planters Ext				0				0	Incld					$0.00	
Brick at Planters Int				0				0	Incld	sf	30			$0.00	
Brick at Planters Ext				0				0	Incld	sf	30			$0.00	
Concrete Caps Planters				0				0	450	lf	50	$22,500.00		$22,500.00	
Concrete Caps Dumpsters				0				0	125	lf	50	$6,250.00		$6,250.00	
Brick Exterior Finish				0				0	Incld	sf	30			$0.00	
Dumpster Enclosure x2				0				0	Incld	sf	30			$0.00	
				0				0	0	sf	30	$0.00		$0.00	
Masonry Scope				0				0	1	ls	52000	$52,000.00		$52,000.00	
Masonry Cleaning				0				0	2000	sf	5	$10,000.00		$10,000.00	
				0				0				$0.00		$0.00	
				0				0				$0.00		$0.00	
															Check
				0				0				$90,750.00	0	$90,750.00	$90,750.00

Line Item 4 Total:
$ 90,750.00

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 5: Metals

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Structural Steel				0				0	1	ls	290869.32	$290,869.32		$290,869.32	
Misc. Steel 1# SF				0				0	6.5	tns	6500	$42,250.00		$42,250.00	
Misc Lintels				0				0	1	ls	15000	$15,000.00		$15,000.00	
Handrails				0				0	None					$0.00	
Lav Top Supports				0				0	None					$0.00	
Utility Enclosure x2				0				0	Incld	lf	200			$0.00	
Pipe Bollards				0				0	Incld					$0.00	
Angle Crash Rails				0				0	Incld					$0.00	
Gates- Pow Coated				0				0	Incld					$0.00	
Dumpster Enclosure x2				0				0	Incld					$0.00	
Roof Access Ladders				0				0	6	ea	3500	$21,000.00		$21,000.00	
Lintel 5/S105				0				0	1	ea	7500	$7,500.00		$7,500.00	
				0				0				$0.00		$0.00	
Misc Steel- Roof Infill/ Skylight									1	allow	10000	$10,000.00		$10,000.00	Check
				0				0				$386,619.32	0	$386,619.32	$386,619.32

Line Item 5 Total:
$ 386,619.32

Division 6: Wood, Plastics & Composites

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
In wall blocking				0				0	2500	sf	1.25	$3,125.00		$3,125.00	
Parapet blocking				0				0	1800	lf	12	$21,600.00		$21,600.00	
2x blocking windows/ doors				0				0	2500	lf	8	$20,000.00		$20,000.00	
2x blocking skylights				0				0	8	ea	1200	$9,600.00		$9,600.00	
Millwork Scope				0				0	1	ls	128930	$128,930.00		$128,930.00	
Staff Lounge Millwork				0				0	Incld	lf	400			$0.00	
Staff Lounge SS Tops				0				0	Incld	sf	70			$0.00	
Art Base Cabinets				0				0	Incld	lf	200			$0.00	
Art Full Height Cabinets				0				0	Incld	lf	400			$0.00	
Art SS Tops				0				0	Incld	sf	70			$0.00	
Art Uppers				0				0	Incld	lf	150			$0.00	
Foods Base Cabinets				0				0	Incld	lf	200			$0.00	
Foods Full Height Cabinets				0				0	Incld	lf	400			$0.00	
Foods SS Tops				0				0	Incld	sf	70			$0.00	
Foods Uppers				0				0	Incld	lf	150			$0.00	
Admin Desk				0				0	Incld	lf	750			$0.00	
Athl Desk				0				0	Incld	lf	750			$0.00	
Attend Desk				0				0	Incld	lf	500			$0.00	
Counseling Rec Desk				0				0	Incld	lf	750			$0.00	
SS Window Sills				0				0	1	allow	7500	$7,500.00		$7,500.00	
															Check
				0				0				$187,630.00	0	$187,630.00	$187,630.00

Line Item 6 Total:
$ 187,630.00

FMHS 2019 Scope

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 7: Thermal & Moisture Protection

	Labor				Material				Subcontract				Other	Line	
Description:	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Item $**	**Total $**	
Damproofing				0				0	1322	sf	4	$5,288.00		**$5,288.00**	
Underslab Vapor Barrier				0				0	12100	sf	1	$12,100.00		**$12,100.00**	
FDN Insulation				0				0	1322	sf	4	$5,288.00		**$5,288.00**	
Under Slab Insulation				0				0	1322	sf	4	$5,288.00		**$5,288.00**	
Exterior Wall Foam Insulation				0				0	3200	sf	4	$12,800.00		**$12,800.00**	
Wall Thermal Batts				0				0	3200	sf	1.5	$4,800.00		**$4,800.00**	
Sounds Batts				0				0	10000	sf	1	$10,000.00		**$10,000.00**	$14,800.00
Exterior Weather Barrier				0				0	3200	sf	1	$3,200.00		**$3,200.00**	
Exterior Wall Vapor Barrier				0				0	3200	sf	0.75	$2,400.00		**$2,400.00**	
EPDM Roofing 60 Mil R-30				0				0	1	ls	174989	$174,989.00		**$174,989.00**	
Expansion Joint System				0				0	Incld	lf	12			**$0.00**	
Fascia Panels				0				0	Incld	sf	30			**$0.00**	
Soffit Panels				0				0	Incld	sf	30			**$0.00**	
Sheet Metal Tile Panels- North				0				0	Incld	sf	50			**$0.00**	
Cap Flashings				0				0	Incld	lf	18			**$0.00**	
Wall Flashings- Base/ Mid				0				0	7500	lf	5	$37,500.00		**$37,500.00**	
Caulking				0				0	12100	sf	1	$12,100.00		**$12,100.00**	
Fire Caulking				0				0	26100	sf	0.5	$13,050.00		**$13,050.00**	
Fire Proofing/ Coatings				0				0	26100	sf	0.5	$13,050.00		**$13,050.00**	
Draft and Smoke Stop				0				0	26100	sf	0.5	$13,050.00		**$13,050.00**	
Exterior Stucco System				0				0	1500	sf	10	$15,000.00		**$15,000.00**	
Waterproofing at Planters				0				0	1600	sf	6	$9,600.00		**$9,600.00**	
Flashings at Planter Walls				0				0	450	lf	10	$4,500.00		**$4,500.00**	
Flashings at Dumpster Enclosure				0				0	125	lf	10	$1,250.00		**$1,250.00**	
Prefinished Wall Panels- Dump				0				0	1250	sf	25	$31,250.00		**$31,250.00**	
Alum Column Surrounds				0				0	1	allow	25000	$25,000.00		**$25,000.00**	
Accoustical Ceiling Baffels				0				0	1	allow	100000	$100,000.00		**$100,000.00**	
				0				0				$0.00		**$0.00**	
															Check
				0				**0**				**$506,215.00**	**0**	$506,215.00	**$506,215.00**

Line Item 8 Total:
$ 506,215.00

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 8: Openings

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Roof Hatch				0				0	1	ea	5000	$5,000.00		$5,000.00	
Frame/ Door/ Hardware Pack				0				0				$0.00		$0.00	
HM Frame- Single				0				0	incld	ea				$0.00	
HM Frame- Double				0				0	incld	ea				$0.00	
Door Leafs				0				0	incld	ea				$0.00	
				0				0				$0.00		$0.00	
Hardware Package				0				0	1	lot	112118	$112,118.00		$112,118.00	
Install				0				0	88	ea	750	$66,000.00		$66,000.00	
				0				0				$0.00		$0.00	
Unload. Cat. Dist				0				0	228	ea	35	$7,980.00		$7,980.00	
Access Panels				0				0	20	ea	250	$5,000.00		$5,000.00	
Overhead Door Scope				0				0	1	ls	37961	$37,961.00		$37,961.00	
Fire Shutters				0				0	1	allow	7500	$7,500.00		$7,500.00	
Fire Door 503B				0				0	1	allow	20000	$20,000.00		$20,000.00	
Storefront and Glazing Scope				0				0	1	ls	239312	$239,312.00		$239,312.00	
Glass Display Cases				0				0	Incld	sf	40			$0.00	
Storefront Systems- North Entry				0				0	Incld	sf	55			$0.00	
Storefront Systems- Interior 12'				0				0	Incld	sf	55			$0.00	
Clear Story Glass as Storefronts				0				0	Incld	sf	55			$0.00	
Storefront Entries				0				0	Incld	ea	1650			$0.00	
Storefront Entry Hardware				0				0	Incld	ea	1500			$0.00	
Storefront Entry Hardware- Auto				0				0	12	ea	2500	$30,000.00		$30,000.00	
Glazing- Doors HM/WD				0				0	Incld	ea	150			$0.00	
Mirrors				0				0	7	ea	500	$3,500.00		$3,500.00	
Breakmetal				0				0	24100	sf	1	$24,100.00		$24,100.00	
Skylights				0				0	Div 7	sf	80			$0.00	
3M Vasria Ceiling Panels				0				0	1	ls	163351	$163,351.00		$163,351.00	
															Check
				0				0				$721,822.00	0	$721,822.00	$721,822.00

Line Item 8 Total:
$ 721,822.00

FMHS 2019 Scope

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 9: Finishes

Description:	Labor Quan.	Unit	Unit $	Labor Total	Material Quan.	Unit	Unit $	Material Total	Subcontract Quan.	Unit	Unit $	Subcontract Total	Other Item $	Line Total $	
				0				0				$0.00		$0.00	
Exterior Wall Systems				0				0	880	sf	15	$13,200.00		$13,200.00	
Exterior Wall Systems- FR				0				0	2200	sf	18	$39,600.00		$39,600.00	
Burn Clips				0				0				$0.00		$0.00	$156,620.00
Interior Wall Systems				0				0	9600	sf	8	$76,800.00		$76,800.00	
Gyp Bd Ceilings				0				0	1	allow	10000	$10,000.00		$10,000.00	
Gyp Bd Soffits				0				0	1	allow	10000	$10,000.00		$10,000.00	
Bulkhead walls at Skylights				0				0	780	sf	9	$7,020.00		$7,020.00	
Layout				0				0	80	hr	32	$2,560.00		$2,560.00	
Drywall Touch/ Repair				0				0	24100	sf	0.35	$8,435.00		$8,435.00	
Material handling/ hoisting	9	mo	3500	31500	9	mo	500	4500	9	mo	2500	$22,500.00		$58,500.00	
Porcelain Wall Tile				0				0	Incld	sf	25			$0.00	
Porcelain Floor Tile				0				0	Incld	sf	16			$0.00	
Floor Prep				0				0	24100	sf	4	$96,400.00		$96,400.00	
Finished Floor Protections				0				0	24100	sf	0.48	$11,568.00		$11,568.00	
Flooring Scope				0				0	1	ls	401500.34	$401,500.34		$401,500.34	
Carpet				0				0	Incld	sy	36			$0.00	
Walk Off Carpet				0				0	Incld	sy	40			$0.00	
LVT Flooring				0				0	Incld	sf	5			$0.00	
VCT Flooring				0				0	Incld					$0.00	
Ceramic Tile Scope									Incld						
Flooring Protection- construction				0				0	12582	sf	2	$25,164.00		$25,164.00	
Epoxy Flooring				0				0	Excld					$0.00	
Locker/ RR Flooring to Bond				0				0	-1	ls	277578	$0.00		$0.00	
Moisture Mitigation/ Testing				0				0	24100	sf	7.5	$180,750.00		$180,750.00	
Rubber Wall Base				0				0	Incld	lf	2			$0.00	
Sealed Concrete				0				0	370	sf	2	$740.00		$740.00	
Acoustic Ceiling 2x4				0				0	23100	sf	4.5	$103,950.00		$103,950.00	$103,950.00
Acoustic Wall Treat 2x6	750	sf	15	11250				0	750	sf	15	$11,250.00		$22,500.00	
Polished Concrete Floor Finish				0				0	1	ls	83700	$83,700.00		$83,700.00	
Interior Wall Paint				0				0	1	ls	109500	$109,500.00		$109,500.00	
Paint Exposed Structure				0				0	Incld	sf	2			$0.00	
Graffiti Sealer				0				0	None		1.5			$0.00	
Paint Touch				0				0	24100	sf	0.5	$12,050.00		$12,050.00	
				0				0				$0.00		$0.00	
FRP Wall Panels				0				0	250	sf	7	$1,750.00		$1,750.00	
Dumpsters				0				0	30	pulls	750	$22,500.00		$22,500.00	
Final Clean Summer Scopes				0				0	14000	sf	2	$28,000.00		$28,000.00	
Final Clean Addition/ Remodel				0				0	25000	sf	2	$50,000.00		$50,000.00	
												$0.00		$0.00	
Fire Sprinkler Finishes												$0.00		$0.00	
New Ceilings									1	ls	120000	$120,000.00		$120,000.00	
Walls/ Patch and Repair									1	allow	50000	$50,000.00		$50,000.00	
				0				0				$0.00		$0.00	
				0				0				$0.00		$0.00	
				42750				**4500**				**$1,498,937.34**	**0**	**$1,546,187.34**	**$1,546,187.34**

Line Item 9 Total:
$ 1,546,187.34

Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 10: Specialties

	Labor				Material				Subcontract				Other	Line	
Description:	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Quan.**	**Unit**	**Unit $**	**Total**	**Item $**	**Total $**	
Recessed Floor Mats				0				0	None					**$0.00**	
Marker Boards				0				0	750	sf	50	$37,500.00		**$37,500.00**	
Tack Boards				0				0	1	allow	10000	$10,000.00		**$10,000.00**	
Toilet Partitions				0				0	1	ls	15350			**$0.00**	
Urinal Screens				0				0	Incld					**$0.00**	
ADA Bars				0				0	Incld	sets	250			**$0.00**	
High Density Storage				0				0	1	allow	45000	$45,000.00		**$45,000.00**	
Signage	150	ea	25	3750				0	150	ea	150	$22,500.00		**$26,250.00**	
Extinguishers				0				0	25	ea	550	$13,750.00		**$13,750.00**	
Extinguisher Boxes				0				0	Incld					**$0.00**	
Soap Disp				0				0	INcld	ea	50			**$0.00**	
Hand Towel Disp				0				0	7		50	$350.00		**$350.00**	
TP Disp				0				0	2		50	$100.00		**$100.00**	
Wast Recpt- 40gal and 20gal				0				0	9	ea	700	$6,300.00		**$6,300.00**	
Waste Recept- Sink Locals				0				0	7	ea	100	$700.00		**$700.00**	
Sanitary Nap Disposal				0				0	Incld					**$0.00**	
Mop Shelf				0				0	1	ea	125	$125.00		**$125.00**	
Baby Change				0				0	2	ea	250	$500.00		**$500.00**	
Curtains and Rods									15	ea	150	$2,250.00		**$2,250.00**	
Corner Guards									150	ea	75	$11,250.00		**$11,250.00**	
Deminsional Wall Letters									50	ea	225	$11,250.00		**$11,250.00**	
Lockers									1	ls	40990	$40,990.00		**$40,990.00**	
				3750				**0**				**$139,075.00**	**0**	**$142,825.00**	**$142,825.00**

Line Item 10 Total:
$ 142,825.00

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 11: Equipment

Description:	Labor Quan.	Unit	Unit $	Total	Material Quan.	Unit	Unit $	Total	Subcontract Quan.	Unit	Unit $	Total	Other Item $	Line Total $	
Projection Screen				0				0	750	sf	25	$18,750.00		**$18,750.00**	
R/R Existing Art Equip				0				0	1	ls	2500	$2,500.00		**$2,500.00**	
New Kitchen Equipment				0				0				$0.00		**$0.00**	
New Cook Tops				0				0	10	ea	500	$5,000.00		**$5,000.00**	
R/R Existing Kitchen Equip				0				0				$0.00		**$0.00**	
Ovens	5	ea	250	1250	5	ea	50	250				$0.00		**$1,500.00**	
Microwaves	5	ea	100	500	5	ea	25	125				$0.00		**$625.00**	
Res Refrig	1	ea	100	100	1	ea	50	50				$0.00		**$150.00**	
Commercial Refrig	1	ea	250	250	1	ea	50	50				$0.00		**$300.00**	
Lg Commercial Refrig	1	ea	250	250	1	ea	50	50				$0.00		**$300.00**	
Projector				0				0	1	ea	750	$750.00		**$750.00**	
				0				0				$0.00		**$0.00**	
															Check
				2350				**525**				**$27,000.00**	**0**	**$29,875.00**	**$29,875.00**

Line Item 11 Total:
$ 29,875.00

Division 12: Furnishings

Description:	Labor Quan.	Unit	Unit $	Total	Material Quan.	Unit	Unit $	Total	Subcontract Quan.	Unit	Unit $	Total	Other Item $	Line Total $	
Window Treatments- Drapes				0				0	1800	sf	14	$25,200.00		**$25,200.00**	
												$0.00			Check
				0				**0**				**$25,200.00**	**0**	**$25,200.00**	**$25,200.00**

Line Item 12 Total:
$ 25,200.00

FMHS 2019 Scope

Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 13: Special Construction

Description:	Labor Quan.	Unit	Unit $	Labor Total	Material Quan.	Unit	Unit $	Material Total	Subcontract Quan.	Unit	Unit $	Subcontract Total	Other Item $	Line Total $	
Excld															Check
				0				0				$0.00	0	$0.00	$0.00

Line Item 13 Total:
$ -

Division 14: Conveying Equipment

Description:	Labor Quan.	Unit	Unit $	Labor Total	Material Quan.	Unit	Unit $	Material Total	Subcontract Quan.	Unit	Unit $	Subcontract Total	Other Item $	Line Total $	
Excld															Check
				0				0				$0.00	0	$0.00	$0.00

Line Item 14 Total:
$ -

Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 21: Fire Suppression

Description:	Labor Quan.	Unit	Unit $	Total	Material Quan.	Unit	Unit $	Total	Subcontract Quan.	Unit	Unit $	Total	Other Item $	Line Total $	
Wet Suppression System				0				0	1	ls	74370	$74,370.00		$74,370.00	
Addition Areas Only				0				0				$0.00		$0.00	
				0				0				$0.00		$0.00	
				0				0				$0.00		$0.00	
				0				0				$0.00		$0.00	
				0				0				$0.00		$0.00	
															Check
				0				0				$74,370.00	0	$74,370.00	$74,370.00

Line Item 15 Total:
$ 74,370.00

Division 22: Plumbing

Description:	Labor Quan.	Unit	Unit $	Total	Material Quan.	Unit	Unit $	Total	Subcontract Quan.	Unit	Unit $	Total	Other Item $	Line Total $	
Plumbing Budget- New				0				0	1	ls	348342	$348,342.00		$348,342.00	
Plumbing Budget- Remodel				0				0	Incld	sf	8			$0.00	
Plumbing Relocate Allow				0				0	1	ls	10000	$10,000.00		$10,000.00	
				0				0				$0.00		$0.00	
															Check
				0				0				$358,342.00	0	$358,342.00	$358,342.00

Line Item 16 Total:
$ 358,342.00

Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 23: HVAC

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
HVAC Budget- New				0				0	1	ls	596263	$596,263.00		$596,263.00	
HVAC Budget- Remodel				0				0	Incld	sf				$0.00	
				0				0				$0.00		$0.00	
				0				0				$0.00		$0.00	Check
				0				0				$596,263.00	0	$596,263.00	$596,263.00

Line Item 17 Total:
$ 596,263.00

Division 26: Electrical

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Electrical- New				0				0	1	ls	773500	$773,500.00		$773,500.00	
Electrical- Remodel				0				0	Incld	sf	12			$0.00	
Data/Comms				0				0	Incld	sf	2			$0.00	
Fire Alarm				0				0	Incld	sf	4			$0.00	
Fire Dept Communications Allow				0				0	26100	sf	2	$52,200.00		$52,200.00	
Lighting Controls				0				0	Incld	sf	6			$0.00	
Electrical Relocate Allow				0				0	1	ls	20000	$20,000.00		$20,000.00	
AV Scope- Allowance				0				0	52000	sf	1	$52,000.00		$52,000.00	
															Check
				0				0				$897,700.00	0	$897,700.00	$897,700.00

Line Item 18 Total:
$ 897,700.00

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 28: Electronic Safety & Security

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Access Controls				0				0	Incld	sf	2.5			$0.00	
				0				0				$0.00		$0.00	
															Check
				0				0				$0.00	0	$0.00	$0.00

Line Item 19 Total:
$ -

Division 31: Earthwork

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Track Pad				0				0	2	ea	1500	$3,000.00		$3,000.00	
Track Pad- Maint				0				0	9	mo	1500	$13,500.00		$13,500.00	
Erosion Control				0				0	1	ls	2500	$2,500.00		$2,500.00	
Erosion Control Maint				0				0	9	mo	1500	$13,500.00		$13,500.00	
Dewatering				0				0	13	wks	1500	$19,500.00		$19,500.00	
Street Clean				0				0	9	mo	600	$5,400.00		$5,400.00	
Survey/ Layout				0				0	1	ls	11400	$11,400.00		$11,400.00	
Traffic Control				0				0	13	wks	1500	$19,500.00		$19,500.00	
Sitework/ Exc									1	ls	384407	$384,407.00		$384,407.00	
Building Exc									1	ls	66263.05	$66,263.05		$66,263.05	
Mass Exc				0				0	Incld	cy	15.7			$0.00	
Pile Cap Backfill				0				0	Incld	cy	20			$0.00	
Slab Grading				0				0	Incld	sf	1.5			$0.00	
Under slab gravel				0				0	Incld	tns	21			$0.00	
2' Structural Fill				0				0	Incld	tns	18			$0.00	
Planter Exc				0				0	Incld	cy	18			$0.00	
Planter Footing Prep- 2' fill				0				0	Incld	tns	18			$0.00	
Planter Backfill				0				0	Incld	cy	15			$0.00	
Planter Gravel Fill				0				0	Incld	tns	20			$0.00	
Planter Soil Fill				0				0	Incld	cy	25			$0.00	
Remove Bond Scope				0				0	-1	ls	150000	$0.00		$0.00	
				0				0				$0.00		$0.00	
															Check
				0				0				$538,970.05	0	$538,970.05	$538,970.05

Line Item 20 Total:
$ 538,970.05

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 32: Exterior Improvements

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Screw Piles				0				0	1	ls	70190	$70,190.00		$70,190.00	
Screw Piles- Overrun Allow				0				0	2700	lf	32	$86,400.00		$86,400.00	
Layout				0				0	45	ea	50	$2,250.00		$2,250.00	
Load Test				0				0	1	ea	2500	$2,500.00		$2,500.00	
Engineering				0				0	1	ls	2500	$2,500.00		$2,500.00	
Sculptor R/R				0				0	1	ls	7500	$7,500.00		$7,500.00	
Site Concrete Exc/ Prep				0				0	Incld	tns	30			$0.00	
Driveway Exc/ Prep				0				0	Incld	tns	30			$0.00	
Landscape Parking Areas				0				0	1	ls	95081.5	$95,081.50		$95,081.50	
Landscape Planters				0				0	750	sf	25	$18,750.00		$18,750.00	
Irrigation Planters				0				0	750	sf	5	$3,750.00		$3,750.00	
DG at Planters				0				0	30	tns	50	$1,500.00		$1,500.00	
Planter Waterproofing Details				0				0	Div 7					$0.00	
Planter Flashing Details				0				0	Div 7					$0.00	
Planter Tile Details T5				0				0	Div 9					$0.00	
Hardscape Patch and Repairs				0				0	1	allow	10000	$10,000.00		$10,000.00	
Bollards- Pre Cast				0				0	9	ea	1500	$13,500.00		$13,500.00	
Bollards- 3" SCH 40 Pipe Anch				0				0	Div 5					$0.00	
Bollards- 18" Dia x 3' Deep Base				0				0	Div 3					$0.00	
Split Rail Fence				0				0	80	LF	50	$4,000.00		$4,000.00	
Bike Racks				0				0	4	ea	2500	$10,000.00		$10,000.00	
Irrigation Controllers and Backflow				0				0			0	$0.00		$0.00	
Electrical Conduits- Empty				0				0	2600	lf	5	$13,000.00		$13,000.00	
HMA Asphalt				0				0	1	ls	375063	$0.00		$0.00	
Milling				0				0			0	$0.00		$0.00	
Markings				0				0	1	ls	27931	$0.00		$0.00	
Signage				0				0				$0.00		$0.00	
Remove Bond Scope				0				0	-1	ls	221000	$0.00		$0.00	
															Check
				0				0				$340,921.50	0	$340,921.50	$340,921.50

Line Item 21 Total:
$ 340,921.50

PNCi Construction, Inc.

DD Package Budget

Bid Number: #1826 FMHS 2019 Scope
Address Wildcate Ave
Fruita, CO

Bid Date: 1/15/2019
Estimator TDS

Division 33: Utilities

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Water Main Relocate				0				0	350	lf	100	$35,000.00		$35,000.00	
				0				0				$0.00		$0.00	
Modular R/R				0				0	1	allow	25000	$25,000.00		$25,000.00	
														$0.00	
				0				0				$0.00		$0.00	
															Check
				0				0				$60,000.00	0	$60,000.00	$60,000.00

Line Item 22 Total:
$ 60,000.00

Division 17: Miscellaneous

	Labor				Material				Subcontract				Other	Line	
Description:	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Quan.	Unit	Unit $	Total	Item $	Total $	
Daily Clean Up	3200	mhrs	31	99200				0				$0.00		$99,200.00	
Temp Classrooms				0				0	9	mo	4000	$36,000.00		$36,000.00	
Temp Offices				0				0	9	mo	4000	$36,000.00		$36,000.00	
															Check
				99200				0				$72,000.00	0	$171,200.00	$171,200.00

Line Item 23 Total:
$ 171,200.00

PNCI Construction Inc.

FMHS Entry 2019
Budget Status Log

2/19/2020

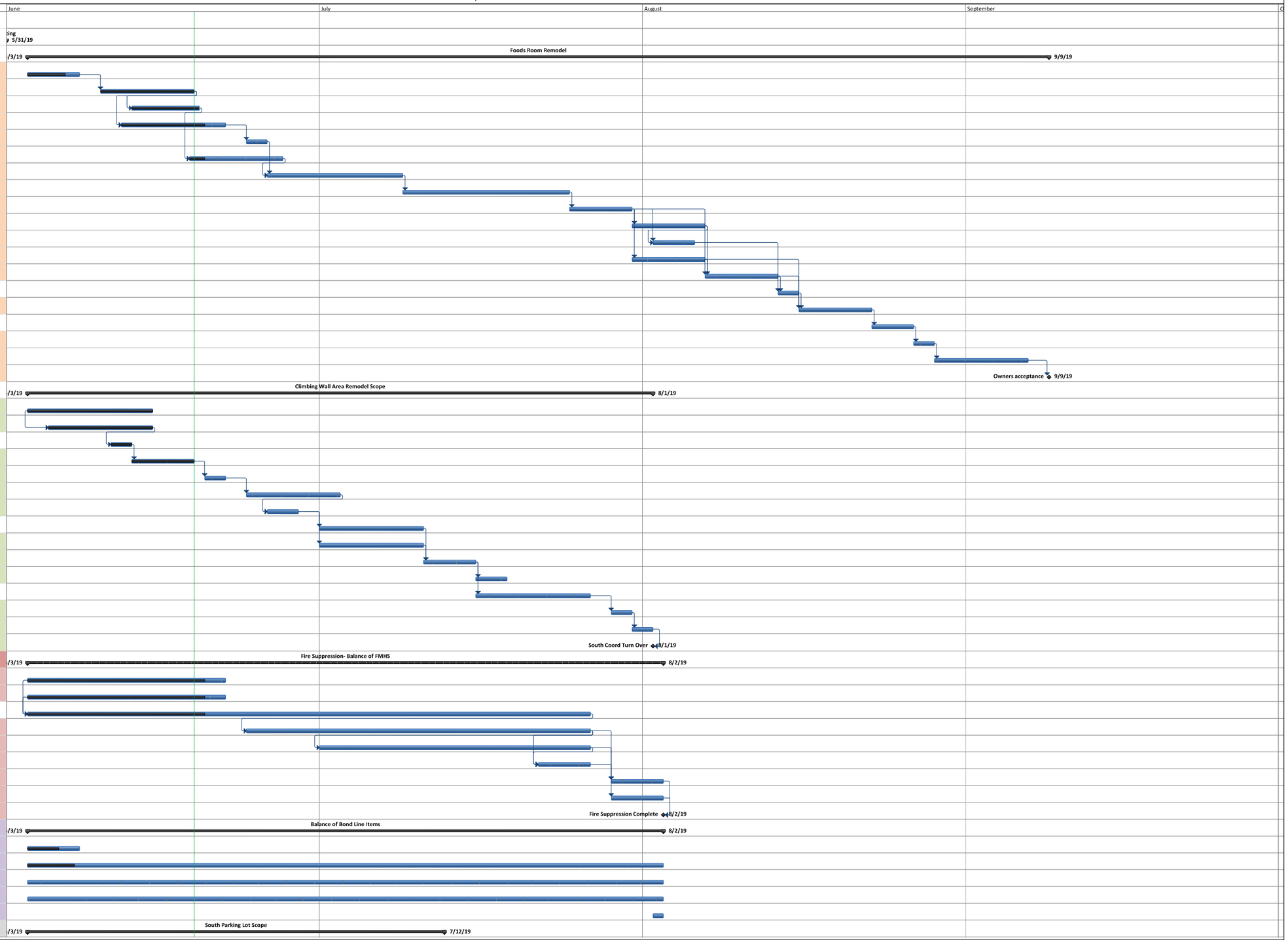
Bond GCs	$127,106.00
2019 Re-Roof	$918,407.00
Remodel/ Addition Scope Budget	$10,157,289.73
2019 GMP Total	$11,202,802.73
Cost Adjustments to Date	-$23,890.75
Adjusted Budget	$11,178,911.98
Over/ Under GMP Budget	-$23,890.75

Includes 5% Contingency, Fees, and GC's All Scopes

Item #	Date	Item Description	Decision Date	Budget Cost	Accepted Cost	Rejected Cost	COR #	Comments/Conclusion
1		Construction Contingency Value		$437,733.06	($437,733.06)			
2	4/3/2019	Moisture Mitigation Allow		$180,750.00	($173,258.69)			$7,491.31 for 009 Underlayment
3	4/3/2019	Plum/Mech Relocate Allow		$10,000.00	$0.00			
4	4/3/2019	Fire Dept Radio Repeater Allow	12/19/2019	$52,200.00	($50,650.00)		COR #54	Survey only, scope moved to 2020
5	4/3/2019	Electrical Relocate Allow		$20,000.00	$0.00			
6	4/3/2019	Electrical AV Allow	10/1/2019	$52,000.00	$0.00			Allowance zero'ed at Sept App #23
7	4/3/2019	Screw Pile Overrun Allow		$86,400.00	($77,600.00)			352' at $25/LF = $8,800
8	4/3/2019	Landscaping Allow		$100,000.00	($100,000.00)			
9	4/16/2019	Addendum #2 per COR #2	5/29/2018		($8,073.00)		COR #2	Approved 6/10/19
10	4/30/2019	Addendum #3 per COR #3	5/29/2019		$40,119.00		COR #3	Approved 6/13/19
11	5/6/2019	Addendum #4 per COR #4	6/4/2019		$80,380.00		COR #4Rev1	Approved 6/13/19
~~12~~	~~5/8/2019~~	~~Security Camera Add- East Wall of Pool~~	~~5/9/2019~~			~~$2,000.00~~		REJECTED
13		PR #8 Framing/ Gyp per Add #4	8/27/2019		$137,121.00		COR #39	Approved OAC 8/28/19
14		Plumbing per Add #4	6/25/2019		$19,345.00		COR 17	Approved 6/25/19
15		PR #8 Flooring Scope per Add #4			Line 13		TBD	Pending RFI 45
16		PR #8 Millwork- Commons Area			Line 13		TBD	Pending RFI 45
17	5/29/2019	PR #2 Voice Evac- Elec Scope	6/20/2019		$68,096.00		COR #5	Approved 6/24/19
18	5/29/2019	PR #2 Voice Evac- Demo and Protections			TBD		TBD	**TBD if Req**
19	5/22/2019	PR #3- Steel Scope	6/4/2019		$5,617.00		COR #6	Approved 6/13/19
20	5/28/2019	PR #4 Impact Gyp	6/4/2019		$7,418.00		COR #7	Approved 6/13/19
21	5/28/2019	PR #5 Masonry Waterproofing Spec Change	6/4/2019		($7,815.00)		COR #9	Approved 6/10/19
~~22~~	~~5/28/2019~~	~~PR #6 Masonry Sealer~~	~~6/7/2019~~			~~$6,121.00~~	~~COR #10~~	REJECTED
23	5/22/2019	ASI #1 Scope Changes	12/12/2019		$1,280.00		COR #1	Approved 12/19/19
~~24~~	~~5/29/2019~~	~~COR #8 Ceiling Spec Change- Fire Sprinkler R/R~~	~~5/29/2019~~			~~$18,804.00~~	~~COR #8~~	REJECTED
25	6/18/2019	RFI 63- Sidewalk Regrade	6/7/2019		$20,491.00		COR #11 Rev 2	Approved 6/13/19
26	6/19/2019	RFI 64- Sewer Replacement	6/7/2019		Incld Above			Approved 6/13/19
27	7/1/2001	Subgrade Stabilization	7/17/2019		$29,438.00		COR #25	Approved 7/23/19
28	7/1/2019	Structural Fill Import/ Export	7/17/2019		$54,272.00		COR #24	Approved 7/23/19
29	6/10/2019	PR #7 Acoustical Wall Panel Changes	9/19/2019		$2,489.00		COR #27R	Approved 10/3/19
30	6/3/2019	PR #10- APC 1 to APC 3 VE Opt	6/25/2019		($6,813.00)		COR #16	Approved 6/27/19
31	6/11/2019	PR #11- Interior Signage Changes	7/23/2019		$1,255.00		COR #34	Approved 7/24/19
32	6/10/2019	ASI #2	2/7/2020		$0.00			
33	6/7/2019	COR #12- Wood Ceiling Replacement	6/11/2019		$20,826.00		COR #12	Approved 6/13/19
34	6/7/2019	COR #13- Demo per RFI #18	6/11/2019		$21,638.00		COR #13	Approved 6/13/19
35	6/10/2019	Wood Door Spec Change	6/12/2019			$4,650.00	6/13/2019	D51 Direction in OAC
36	6/6/2019	RFI 65 Coord 009 Floor Filler	6/17/2019		$25,865.00		COR #14	Approved 6/25/19
37	6/8/2019	RFI 38 OH Door Supports/ Framing Changes	6/20/2019		$3,658.00		COR #15	Approved 6/27/19
38	6/17/2019	PR #8- Commons Area Painting/ Finishes			Line 13			
39	6/17/2019	PR #9- Security System Changes	6/20/2019		$0.00		COR #17	Approved 6/21/19
40	6/24/2019	PR #12- Modular Drainage Changes	6/27/2019		$13,695.00		COR #20	Approved 6/27/19
41	6/24/2019	RFI 28- Corridor 009 Ceiling	6/25/2019		$16,367.00		COR #18	Approved 6/27/19
42	6/4/2019	Site lighting changes per RFI 42/43	6/25/2019		$8,236.00		COR #19	Approved 6/27/19
43	6/27/2019	ASI #3	2/7/2020		$0.00			
44	6/12/2019	Electrical changes per RFI #80	7/2/2019		$11,943.00		COR #21	Approved 7/9/19
45	7/2/2019	RFI 101 Sump	7/16/2019		$1,211.00		COR #22	Approved 7/18/19
46	6/28/2019	PR #13- South Entry			$0.00			Confirmed $0.00
47	6/28/2019	PR #13.1- South Entry- VCT Scope Only	7/18/2019		$3,570.00		COR #28	Approved 7/18/19
48	7/10/2019	PR #14- EIFs	7/22/2019		$3,221.00		COR #31	Approved 7/31/19
49	7/12/2019	PR #15- Abatement Finishes			$18,510.00		COR #41	Approved 10/3/19
50	7/12/2019	PR #16- Electrical Transformers	8/21/2019		$0.00			Confirmed $0.00
51	7/8/2019	RFI 81- RTU Feeders	7/16/2019		$3,621.00		COR #23	Approved 7/18/19
52	7/10/2017	Additional Site Concrete per 7/10/19 Site Visit	7/17/2019		$7,082.00		COR #26	Approved 7/22/19
53	7/10/2019	Site Fencing Scope Changes per 7/10/19 Site Visit	7/22/2019		$12,508.00		COR #29	Approved 7/23/19
54		HVAC Changes per RFI 68 & 74	7/18/2019		$5,836.00		COR #30	Approved 7/22/19
55	7/19/2019	Coord 118 Light Changes per D51	7/23/2019		$2,433.00		COR #33	Approved 7/24/19
56	7/23/2019	Speedbumps per RFI #111	7/23/2019		$19,558.00		COR #32	Approved 8/8/19
~~57~~	~~7/30/2019~~	~~Corridor 113 Ceiling R/R~~	~~7/30/2019~~			~~$9,222.00~~	~~COR #35~~	Rejected 7/30/19
~~58~~	~~7/31/2019~~	~~DG Landscaping Areas~~	~~7/31/2019~~			~~$11,672.00~~	~~COR #36~~	Rejected 8/1/19
59	8/14/2019	OH Door 009C Cover	8/14/2019		$730.00		COR #37	Approved 8/22/19
60	8/14/2019	Pool Exhaust Fan Motor Replacement	8/14/2019		$1,027.00		COR #38	Approved 8/22/19
61	8/1/2019	ASI #4	2/7/2020		$0.00			
62	8/15/2019	ASI #5	2/7/2020		$0.00			
63	8/19/2019	ASI #6	2/7/2020		$0.00			
64	8/20/2019	ASI #7	2/7/2020		$0.00			
65	8/12/2019	PR #17- Millwork Changes Sx	8/21/2019		$3,518.00		COR #40	Approved 9/19/19
66	8/9/2019	PR #18- Landscaping Scope				XXX		HOLD OAC 8/28/19
67	9/5/2019	PR #19- Coord 009 Lighting Changes	9/16/2019		$61,260.00		COR #42	Approved 9/19/19
68	8/23/2019	ASI #8	2/7/2020		$0.00			
69	9/4/2019	ASI #9	2/7/2020		$0.00			
70	9/10/2019	ASI #10	12/23/2019		($2,380.00)		COR #44	Approved 1/15/2020
71	9/11/2019	ASI #11	2/7/2020		$0.00			
72		COR #43 Misc RFI Costs	12/12/2019		$36,940.00		COR #43	Approved 1/15/2020
73	10/22/19 Rev	ASI #12	2/7/2020		$0.00			
74		PR #20 Lighting and Projection	12/12/2019		$5,285.00		COR #46	Approved 12/19/19
75		~~PR #21~~						Cancelled by D51 9/26/19
76	10/8/2019	PR #22- Bike Rack Changes	10/9/2019		($9,448.00)		COR #45	Approved 10/10/19
77	10/22/2019	ASI #13	12/12/2019		$1,987.00		COR #47	Approved 12/19/19
78	10/22/2019	ASI #14	2/7/2020		$0.00			
79	10/22/2019	ASI #15			$757.00		COR #48	Approved 12/19/19
80		PR #23	1/9/2020		$1,741.00		COR #49	Approved 1/15/2020
81		ASI 16	2/7/2020		$0.00			
82		ASI 17	2/7/2020		$0.00			
83		ASI 18	2/7/2020		$0.00			
84		ASI 19	2/7/2020		$0.00			
85	12/12/2019	Foods Room Changes	12/12/2019		$4,365.00		COR #51	Approved 12/19/19
86	12/12/2019	PR #24	1/30/2020		$0.00		COR #62	Confirmed $0.00
87	12/11/2019	Exposed Structure Paint	12/18/2019		$6,948.00		COR #52	Approved 12/19/19
88	12/19/2019	PR #25 Elec Scope	1/9/2020		$7,503.00		COR #53	Approved 1/15/2020
		Return Contingency			($7,593.00)		COR #54	
90	1/13/2020	PR #26 Electrical	1/16/2020		$6,161.00		COR #55	Approved 1/22/20
91	11/22/2019	ASI #20 Entry Bollards	1/17/2020		$5,233.00		COR #56	Approved 1/30/2020
~~92~~	~~12/16/2019~~	~~ASI #21 Handicap Parking~~					~~COR #57~~	
93	1/15/2020	Kiln Room Duct Add	1/16/2020		$891.00		COR #58	Approved 1/16/2020
94	~~1/15/2020~~	~~Fees Light Switch and 4 plex outlet Add~~					~~COR #59~~	Part of COR 55 per PR #26
95	1/15/2020	Utility Enclosure Changes	1/16/2020		$2,640.00		COR #60	Approved 1/30/2020
96	1/15/2020	Misc Framing/ Drywall RFI Costs	1/16/2020		$6,245.00		COR #61	Approved 1/30/2020
97	1/17/2020	AV Scope Adds	1/20/2020		$3,172.00		COR #63R	Approved 1/22/20
98	2/11/2020	Permit Allowance Deduct	2/11/2020		($10,054.00)		COR #54	
99		ASI #20 AV Scope	1/16/2020		$44,025.00		COR #50	Approved 1/30/2020
		Totals		$939,083.06	($23,890.75)	52,469.00		

D51 FMHS Bond
2019 Project Scope
Proposed Schedule

ID	Name	Duration	Start	Finish	%
1	**Design Efforts**	**128 days**	**Wed 8/15/18**	**Fri 2/8/19**	**100%**
5	**Budgeting**	**208 days**	**Wed 8/15/18**	**Fri 5/31/19**	**100%**
12	**Foods Room Remodel**	**70 days**	**Mon 6/3/19**	**Mon 9/9/19**	**23%**
13	MEP Demo	5 days	Mon 6/3/19	Fri 6/7/19	75%
14	Asbestos abatement	7 days	Mon 6/10/19	Tue 6/18/19	100%
15	Demo - ceilings- saw cuts- wall demo	3 days	Thu 6/13/19	Wed 6/19/19	90%
16	Mep Underground - investigate - Install	8 days	Wed 6/12/19	Fri 6/21/19	75%
17	Concrete replacement	2 days	Mon 6/24/19	Tue 6/25/19	0%
18	Frame/ Masonry	7 days	Tue 6/18/19	Thu 6/27/19	21%
19	MEP rough ins	9 days	Wed 6/26/19	Mon 7/8/19	0%
20	Hang - Finish Gyp	12 days	Tue 7/9/19	Wed 7/24/19	0%
21	Paint	4 days	Thu 7/25/19	Tue 7/30/19	0%
22	Ceiling grid	5 days	Wed 7/31/19	Tue 8/6/19	0%
23	Fire Sprinkler Drops	2 days	Fri 8/2/19	Mon 8/5/19	0%
24	Casework	5 days	Wed 7/31/19	Tue 8/6/19	0%
25	MEP Trims	5 days	Wed 8/7/19	Tue 8/13/19	0%
26	Ceiling Tile Install	2 days	Wed 8/14/19	Thu 8/15/19	0%
27	Flooring	5 days	Fri 8/16/19	Thu 8/22/19	0%
28	Doors / hardware	2 days	Fri 8/23/19	Mon 8/26/19	0%
29	Final Clean - Inspections	2 days	Tue 8/27/19	Wed 8/28/19	0%
30	Owners walk - punch	7 days	Thu 8/29/19	Fri 9/6/19	0%
31	Owners acceptance	0 days	Mon 9/9/19	Mon 9/9/19	0%
32	**Climbing Wall Area Remodel Scope**	**44 days**	**Mon 6/3/19**	**Thu 8/1/19**	**34%**
33	MEP Demo	10 days	Mon 6/3/19	Fri 6/14/19	100%
34	Demo Structure- Offices - Ceilings	8 days	Wed 6/5/19	Fri 6/14/19	100%
35	Concrete Demo/ Trench	2 days	Tue 6/11/19	Wed 6/12/19	100%
36	MEP Underground	4 days	Thu 6/13/19	Tue 6/18/19	100%
37	Concrete	2 days	Thu 6/20/19	Fri 6/21/19	0%
38	Frame	7 days	Mon 6/24/19	Tue 7/2/19	0%
39	MEP rough ins- Walls	3 days	Wed 6/26/19	Fri 6/28/19	0%
40	MEP Rough In- Ceilings	8 days	Mon 7/1/19	Wed 7/10/19	0%
41	Hang - Finish Gyp	8 days	Mon 7/1/19	Wed 7/10/19	0%
42	Paint	3 days	Thu 7/11/19	Mon 7/15/19	0%
43	Grid Ceiling	3 days	Tue 7/16/19	Thu 7/18/19	0%
44	Flooring Scope	9 days	Tue 7/16/19	Fri 7/26/19	0%
45	Final Clean - Inspections	2 days	Mon 7/29/19	Tue 7/30/19	0%
46	Owners Walk - Punch - Acceptance	2 days	Wed 7/31/19	Thu 8/1/19	0%
47	South Coord Turn Over	0 days	Thu 8/1/19	Thu 8/1/19	0%
48	**Fire Suppression- Balance of FMHS**	**45 days**	**Mon 6/3/19**	**Fri 8/2/19**	**30%**
49	Protections and Demo	15 days	Mon 6/3/19	Fri 6/21/19	87%
50	Demo Ceiling tiles	15 days	Mon 6/3/19	Fri 6/21/19	87%
51	Fire Sprinkler Installs	40 days	Mon 6/3/19	Fri 7/26/19	33%
52	Install Celing Grid	25 days	Mon 6/24/19	Fri 7/26/19	0%
53	Trims - accessories	20 days	Mon 7/1/19	Fri 7/26/19	0%
54	Final Clean - Inspections	5 days	Mon 7/22/19	Fri 7/26/19	0%
55	Punch - Owners acceptance	5 days	Mon 7/29/19	Fri 8/2/19	0%
56	D51 Move ins	5 days	Mon 7/29/19	Fri 8/2/19	0%
57	Fire Suppression Complete	0 days	Fri 8/2/19	Fri 8/2/19	0%
58	**Balance of Bond Line Items**	**45 days?**	**Mon 6/3/19**	**Fri 8/2/19**	**5%**
59	Floor protection / demo	5 days	Mon 6/3/19	Fri 6/7/19	60%
60	Kitchen MUA	45 days	Mon 6/3/19	Fri 8/2/19	10%
61	locker room Exhaust	45 days	Mon 6/3/19	Fri 8/2/19	0%
62	Entry Flooring	45 days	Mon 6/3/19	Fri 8/2/19	0%
63	Summer Bond Items complete	1 day	Fri 8/2/19	Fri 8/2/19	0%
64	**South Parking Lot Scope**	**30 days**	**Mon 6/3/19**	**Fri 7/12/19**	**50%**

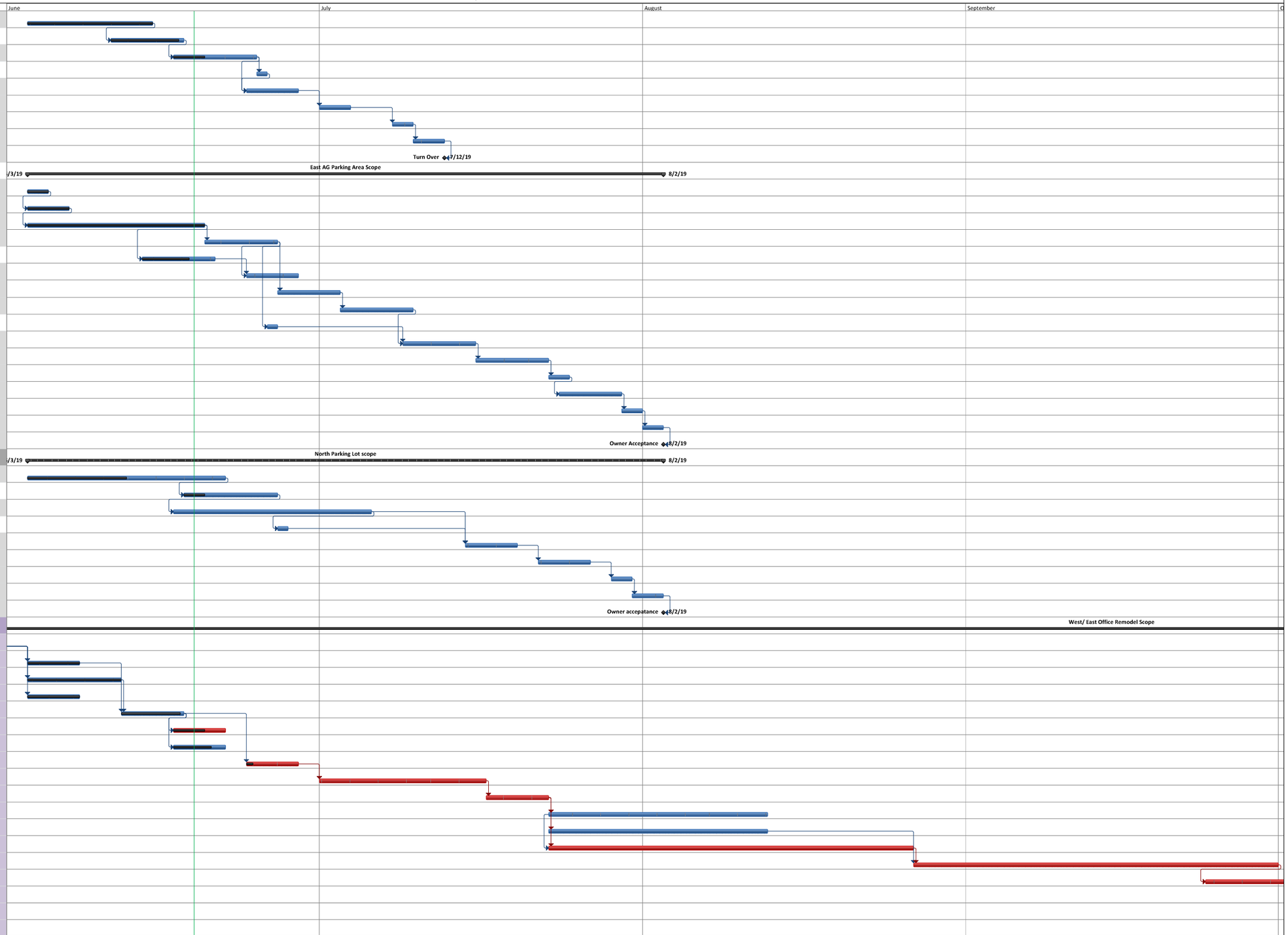


Critical Task Milestone ◆ Summary Progress

Wed 6/19/19

D51 FMHS Bond
2019 Project Scope
Proposed Schedule

ID	Name	Duration	Start	Finish	%
65	Demo/ Sitework/ Utilities	10 days	Mon 6/3/19	Fri 6/14/19	100%
66	Site Concrete Prep	5 days	Tue 6/11/19	Mon 6/17/19	90%
67	Site Concrete	6 days	Mon 6/17/19	Mon 6/24/19	50%
68	Asphalt Milling	1 day	Tue 6/25/19	Tue 6/25/19	0%
69	Asphalt Paving Prep	5 days	Mon 6/24/19	Fri 6/28/19	0%
70	Asphalt Paving	3 days	Mon 7/1/19	Wed 7/3/19	0%
71	Lot striping	2 days	Mon 7/8/19	Tue 7/9/19	0%
72	Inspection - Punch	3 days	Wed 7/10/19	Fri 7/12/19	0%
73	Turn Over	0 days	Fri 7/12/19	Fri 7/12/19	0%
74	**East AG Parking Area Scope**	**45 days**	**Mon 6/3/19**	**Fri 8/2/19**	**34%**
75	Modular MEP - disconnect	2 days	Mon 6/3/19	Tue 6/4/19	100%
76	Modular removal	4 days	Mon 6/3/19	Thu 6/6/19	100%
77	Demo/ Sitework/ Utilities	13 days	Mon 6/3/19	Wed 6/19/19	100%
78	Modular foundation prep/ Forms	5 days	Thu 6/20/19	Wed 6/26/19	0%
79	Site Concrete Prep	5 days	Fri 6/14/19	Thu 6/20/19	50%
80	Site concrete	5 days	Mon 6/24/19	Fri 6/28/19	0%
81	Modular MEP - underground Re-route to existing mods	4 days	Thu 6/27/19	Tue 7/2/19	0%
82	Modular Foundation Pour	5 days	Wed 7/3/19	Tue 7/9/19	0%
83	Asphalt Milling	1 day	Wed 6/26/19	Wed 6/26/19	0%
84	Asphalt paving prep	5 days	Tue 7/9/19	Mon 7/15/19	0%
85	Asphalt paving	5 days	Tue 7/16/19	Mon 7/22/19	0%
86	Lot Striping	2 days	Tue 7/23/19	Wed 7/24/19	0%
87	Modular Reset	4 days	Wed 7/24/19	Mon 7/29/19	0%
88	Modular MEP re connects	2 days	Tue 7/30/19	Wed 7/31/19	0%
89	Inspections - Punch	2 days	Thu 8/1/19	Fri 8/2/19	0%
90	Owner Acceptance	0 days	Fri 8/2/19	Fri 8/2/19	0%
91	North Parking Lot scope	45 days	Mon 6/3/19	Fri 8/2/19	18%
92	Demo/ Sitework/ Utilities	15 days	Mon 6/3/19	Fri 6/21/19	50%
93	Site Concrete Prep	7 days	Tue 6/18/19	Wed 6/26/19	29%
94	Site Concrete	15 days	Mon 6/17/19	Fri 7/5/19	0%
95	Asphalt Milling	1 day	Thu 6/27/19	Thu 6/27/19	0%
96	Asphalt Paving Prep	5 days	Mon 7/15/19	Fri 7/19/19	0%
97	Asphalt Paving	5 days	Mon 7/22/19	Fri 7/26/19	0%
98	Lot Striping	2 days	Mon 7/29/19	Tue 7/30/19	0%
99	Inspections -punch	3 days	Wed 7/31/19	Fri 8/2/19	0%
100	Owner accepatance	0 days	Fri 8/2/19	Fri 8/2/19	0%
101	**West/ East Office Remodel Scope**	**160 days**	**Mon 5/27/19**	**Fri 1/3/20**	**13%**
102	Admin Move	5 days	Mon 5/27/19	Fri 5/31/19	100%
103	Demo	5 days	Mon 6/3/19	Fri 6/7/19	100%
104	MEP Shut down / Temp power/ lights	7 days	Mon 6/3/19	Tue 6/11/19	100%
105	Floor Protection- EAST	5 days	Mon 6/3/19	Fri 6/7/19	100%
106	Asbestos Abatement - EAST	4 days	Wed 6/12/19	Mon 6/17/19	95%
107	Asbestos Abatement- WEST	5 days	Mon 6/17/19	Fri 6/21/19	60%
108	Demo Post Abatement East	5 days	Mon 6/17/19	Fri 6/21/19	75%
109	Demo - investigate - saw cuts	5 days	Mon 6/24/19	Fri 6/28/19	15%
110	MEP underground	12 days	Mon 7/1/19	Tue 7/16/19	0%
111	Concrete	4 days	Wed 7/17/19	Mon 7/22/19	0%
112	Masonry	15 days	Tue 7/23/19	Mon 8/12/19	0%
113	Frame/ struct roof Frame	15 days	Tue 7/23/19	Mon 8/12/19	0%
114	MEP rough ins	25 days	Tue 7/23/19	Mon 8/26/19	0%
115	Hang - finish Gyp	25 days	Tue 8/27/19	Mon 9/30/19	0%
116	Paint	20 days	Tue 9/24/19	Mon 10/21/19	0%
117	Ceiling Grid	15 days	Tue 10/8/19	Mon 10/28/19	0%
118	Casework	15 days	Tue 10/22/19	Mon 11/11/19	0%
119	Flooring / Tile	25 days	Tue 10/15/19	Mon 11/18/19	0%

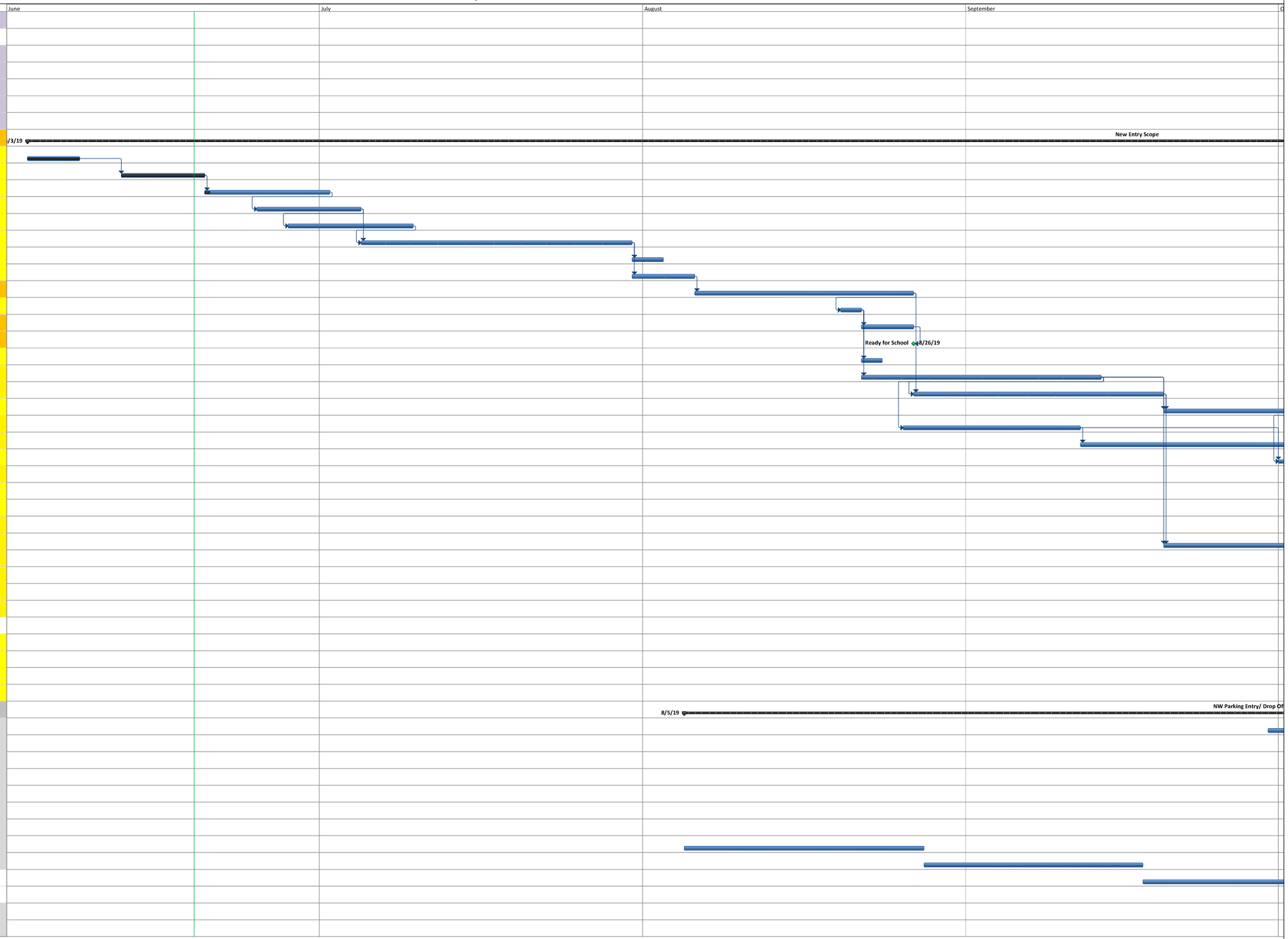


Critical Task Milestone Summary Progress

Wed 6/19/19

D51 FMHS Bond
2019 Project Scope
Proposed Schedule

ID	Name	Duration	Start	Finish	%
120	MEP Trims	20 days	Tue 11/5/19	Mon 12/2/19	0%
121	Doors / hardware	5 days	Tue 11/19/19	Mon 11/25/19	0%
122	Final Clean - Inspections	5 days	Tue 12/3/19	Mon 12/9/19	0%
123	Owner walk - Punch	7 days	Tue 12/10/19	Wed 12/18/19	0%
124	Remodel Completion	0 days	Thu 12/19/19	Thu 12/19/19	0%
125	FF&E Install/ Owner Move	12 days	Thu 12/19/19	Fri 1/3/20	0%
126	Office Remodel Scopes Complete	0 days	Fri 1/3/20	Fri 1/3/20	0%
127	**New Entry Scope**	**153 days**	**Mon 6/3/19**	**Wed 1/1/20**	**4%**
128	Demo -Elec / Plum / Mech	5 days	Mon 6/3/19	Fri 6/7/19	100%
129	Install Piles	6 days	Wed 6/12/19	Wed 6/19/19	100%
130	Demo/ Mass Exc/ Pile Cap Prep	8 days	Thu 6/20/19	Mon 7/1/19	5%
131	Concrete Pile Caps	8 days	Tue 6/25/19	Thu 7/4/19	0%
132	Pile Cap Backfill/ Prep for GBs	8 days	Fri 6/28/19	Tue 7/9/19	0%
133	Concrete FDNs	18 days	Fri 7/5/19	Tue 7/30/19	0%
134	Underground MEP - sewer	3 days	Wed 7/31/19	Fri 8/2/19	0%
135	Backfill/ Prep SOG	4 days	Wed 7/31/19	Mon 8/5/19	0%
136	Structural Steel	15 days	Tue 8/6/19	Mon 8/26/19	0%
137	SOG - Final Prep - Pour South	2 days	Tue 8/20/19	Wed 8/21/19	0%
138	Setup Temp Egress	3 days	Thu 8/22/19	Mon 8/26/19	0%
139	Ready for School	0 days	Mon 8/26/19	Mon 8/26/19	0%
140	SOG - Final Prep - Pour North	2 days	Thu 8/22/19	Fri 8/23/19	0%
141	Framing / Insulation /Set Frames	17 days	Thu 8/22/19	Fri 9/13/19	0%
142	Roofing	18 days	Tue 8/27/19	Thu 9/19/19	0%
143	MEP rough ins	17 days	Fri 9/20/19	Mon 10/14/19	0%
144	Storefront	13 days	Mon 8/26/19	Wed 9/11/19	0%
145	Storefront Glass lead	15 days	Thu 9/12/19	Wed 10/2/19	0%
146	Hang - Finish Gyp	18 days	Tue 10/1/19	Thu 10/24/19	0%
147	Paint Walls/ Exp Structure	18 days	Tue 10/15/19	Thu 11/7/19	0%
148	Ceiling Grid	10 days	Fri 11/1/19	Thu 11/14/19	0%
149	Casework	10 days	Fri 11/8/19	Thu 11/21/19	0%
150	MEP Trims	13 days	Fri 11/15/19	Tue 12/3/19	0%
151	Exterior Bldg Finishes	15 days	Fri 9/20/19	Thu 10/10/19	0%
152	Install Storefront Glass	7 days	Fri 10/11/19	Mon 10/21/19	0%
153	Roof Details / Trim	8 days	Fri 10/11/19	Tue 10/22/19	0%
154	Ceiling Tile Install	5 days	Wed 11/27/19	Tue 12/3/19	0%
155	Concrete Floor Finishing	10 days	Wed 12/4/19	Tue 12/17/19	0%
156	Floor Coverings	10 days	Wed 12/4/19	Tue 12/17/19	0%
157	Doors / hardware	5 days	Thu 12/12/19	Wed 12/18/19	0%
158	Final Clean / Inspections	5 days	Thu 12/19/19	Wed 12/25/19	0%
159	Owner walk - Punch	5 days	Thu 12/26/19	Wed 1/1/20	0%
160	Owner Acceptance	0 days	Wed 1/1/20	Wed 1/1/20	0%
161	**NW Parking Entry/ Drop Off Scope**	**80 days?**	**Mon 8/5/19**	**Fri 11/22/19**	**0%**
162	Demo/ Sitework/ Utilities	15 days	Mon 9/30/19	Fri 10/18/19	0%
163	Site Concrete	15 days	Mon 10/21/19	Fri 11/8/19	0%
164	Asphalt Paving Prep	5 days	Mon 11/11/19	Fri 11/15/19	0%
165	Asphalt Paving	10 days	Mon 11/11/19	Fri 11/22/19	0%
166	Lot Striping / Signage				0%
167	Inspections - punch				0%
168	Owners Acceptance				0%
169	Demo / Sitework / Utilities part 1 - North	17 days	Mon 8/5/19	Tue 8/27/19	0%
170	Site Concrete- Part 1 - North Entry	15 days	Wed 8/28/19	Tue 9/17/19	0%
171	Demo / Sitework / Utilituies part 2 - West	17 days	Wed 9/18/19	Thu 10/10/19	0%
172	Site concrete Part 2 - Circle & West	15 days	Wed 10/9/19	Tue 10/29/19	0%
173	Asphalt prep	6 days	Wed 10/30/19	Wed 11/6/19	0%
174	Aspalt paving	4 days	Thu 11/7/19	Tue 11/12/19	0%

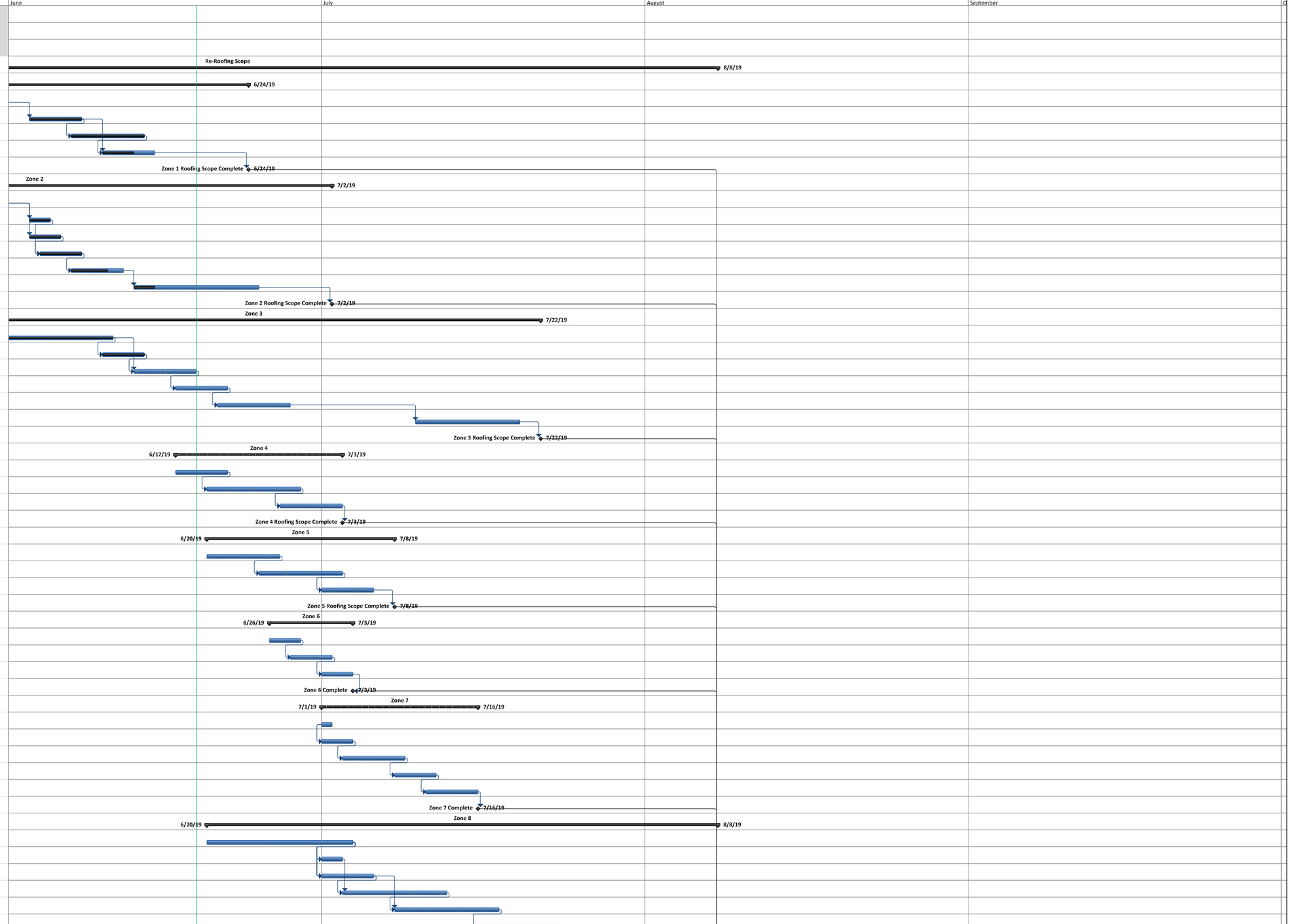


Critical Task Milestone ◆ Summary Progress

Wed 6/19/19

D51 FMHS Bond
2019 Project Scope
Proposed Schedule

ID	Name	Duration	Start	Finish	%
175	Lot Striping / signage	3 days	Wed 11/13/19	Fri 11/15/19	0%
176	Inspections - Punch	5 days	Mon 11/18/19	Fri 11/22/19	0%
177	Owner Acceptance	1 day	Fri 11/22/19	Fri 11/22/19	0%
178	**Re-Roofing Scope**	**68 days**	**Mon 5/6/19**	**Thu 8/8/19**	**33%**
179	**Zone 1**	**35 days**	**Mon 5/6/19**	**Mon 6/24/19**	**94%**
180	PVA Removals	20 days	Mon 5/6/19	Fri 5/31/19	100%
181	Remove Ballast	5 days	Mon 6/3/19	Fri 6/7/19	100%
182	Remove EPDM	5 days	Fri 6/7/19	Thu 6/13/19	100%
183	Install Crickets, Iso, EPDM	5 days	Mon 6/10/19	Fri 6/14/19	60%
184	Zone 1 Roofing Scope Complete	0 days	Mon 6/24/19	Mon 6/24/19	0%
185	**Zone 2**	**41 days**	**Mon 5/6/19**	**Tue 7/2/19**	**81%**
186	PVA Removals	20 days	Mon 5/6/19	Fri 5/31/19	100%
187	Remove Ballast	2 days	Mon 6/3/19	Tue 6/4/19	100%
188	Remove EPDM	3 days	Mon 6/3/19	Wed 6/5/19	100%
189	Install Crickets, Iso, EPDM	4 days	Tue 6/4/19	Fri 6/7/19	100%
190	Detail work- Corners, Parapets, Pens	3 days	Fri 6/7/19	Tue 6/11/19	50%
191	Reinstall PVA	8 days	Thu 6/13/19	Mon 6/24/19	25%
192	Zone 2 Roofing Scope Complete	0 days	Tue 7/2/19	Tue 7/2/19	0%
193	**Zone 3**	**39 days**	**Tue 5/28/19**	**Mon 7/22/19**	**39%**
194	PVA Removals	10 days	Tue 5/28/19	Mon 6/10/19	100%
195	Remove Ballast	4 days	Mon 6/10/19	Thu 6/13/19	100%
196	Remove EPDM	4 days	Thu 6/13/19	Tue 6/18/19	0%
197	Install Crickets, Iso, EPDM	5 days	Mon 6/17/19	Fri 6/21/19	0%
198	Detail work- Corners, Parapets, Pens	5 days	Fri 6/21/19	Thu 6/27/19	0%
199	Reinstall PVA	8 days	Wed 7/10/19	Fri 7/19/19	0%
200	Zone 3 Roofing Scope Complete	0 days	Mon 7/22/19	Mon 7/22/19	0%
201	**Zone 4**	**12 days**	**Mon 6/17/19**	**Wed 7/3/19**	**0%**
202	Demo BUR and Insulation	5 days	Mon 6/17/19	Fri 6/21/19	0%
203	ISO and EPDM	7 days	Thu 6/20/19	Fri 6/28/19	0%
204	Detail Work	4 days	Thu 6/27/19	Tue 7/2/19	0%
205	Zone 4 Roofing Scope Complete	0 days	Wed 7/3/19	Wed 7/3/19	0%
206	**Zone 5**	**12 days**	**Thu 6/20/19**	**Mon 7/8/19**	**0%**
207	Demo BUR and Insulation	5 days	Thu 6/20/19	Wed 6/26/19	0%
208	ISO and EPDM	6 days	Tue 6/25/19	Tue 7/2/19	0%
209	Detail Work	5 days	Mon 7/1/19	Fri 7/5/19	0%
210	Zone 5 Roofing Scope Complete	0 days	Mon 7/8/19	Mon 7/8/19	0%
211	**Zone 6**	**6 days**	**Wed 6/26/19**	**Wed 7/3/19**	**0%**
212	Remove EPDM	3 days	Wed 6/26/19	Fri 6/28/19	0%
213	Install ISO and EPDM	2 days	Fri 6/28/19	Mon 7/1/19	0%
214	Detail Work	3 days	Mon 7/1/19	Wed 7/3/19	0%
215	Zone 6 Complete	0 days	Wed 7/3/19	Wed 7/3/19	0%
216	**Zone 7**	**11 days**	**Mon 7/1/19**	**Tue 7/16/19**	**0%**
217	Remove Copings	1 day	Mon 7/1/19	Mon 7/1/19	0%
218	Remove Ballast	3 days	Mon 7/1/19	Wed 7/3/19	0%
219	Remove EPDM	4 days	Wed 7/3/19	Mon 7/8/19	0%
220	Install Crickets, Iso, EPDM	4 days	Mon 7/8/19	Thu 7/11/19	0%
221	Detail Work	3 days	Thu 7/11/19	Mon 7/15/19	0%
222	Zone 7 Complete	0 days	Tue 7/16/19	Tue 7/16/19	0%
223	**Zone 8**	**35 days**	**Thu 6/20/19**	**Thu 8/8/19**	**0%**
224	PVA Removals	10 days	Thu 6/20/19	Wed 7/3/19	0%
225	Remove Copings	2 days	Mon 7/1/19	Tue 7/2/19	0%
226	Remove Ballast	5 days	Mon 7/1/19	Fri 7/5/19	0%
227	Remove EPDM	8 days	Wed 7/3/19	Fri 7/12/19	0%
228	Install Crickets, Iso, EPDM	8 days	Mon 7/8/19	Wed 7/17/19	0%
229	Detail Work	6 days	Tue 7/16/19	Tue 7/23/19	0%

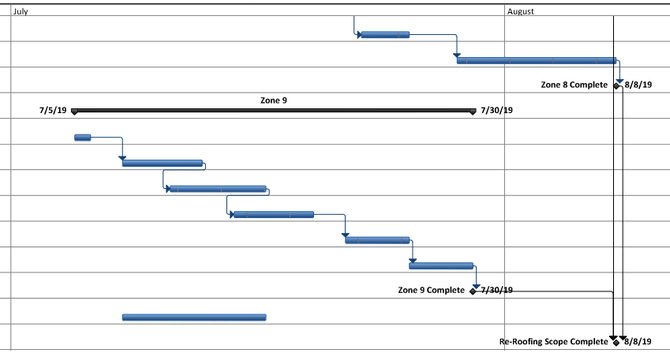


Critical Task Milestone Summary Progress

Wed 6/19/19

D51 FMHS Bond
2019 Project Scope
Proposed Schedule

ID	Name	Duration	Start	Finish	%
230	Install Copings	3 days	Tue 7/23/19	Thu 7/25/19	0%
231	Re-Install PVA	8 days	Mon 7/29/19	Wed 8/7/19	0%
232	Zone 8 Complete	0 days	Thu 8/8/19	Thu 8/8/19	0%
233	**Zone 9**	**17 days**	**Fri 7/5/19**	**Tue 7/30/19**	**0%**
234	Remove Copings	1 day	Fri 7/5/19	Fri 7/5/19	0%
235	Remove Ballast	5 days	Mon 7/8/19	Fri 7/12/19	0%
236	Remove EPDM	4 days	Thu 7/11/19	Tue 7/16/19	0%
237	Install Crickets, Iso, EPDM	5 days	Mon 7/15/19	Fri 7/19/19	0%
238	Detail Work	4 days	Mon 7/22/19	Thu 7/25/19	0%
239	Install Copings	2 days	Fri 7/26/19	Mon 7/29/19	0%
240	Zone 9 Complete	0 days	Tue 7/30/19	Tue 7/30/19	0%
241	Copings for Zones 1 - 7	7 days	Mon 7/8/19	Tue 7/16/19	0%
242	Re-Roofing Scope Complete	0 days	Thu 8/8/19	Thu 8/8/19	0%



Critical Task Milestone Summary Progress

Wed 6/19/19

PNCI Construction Inc.

Section 3

Approach to Project

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

PROJECT MANAGEMENT APPROACH

PNCI Construction, Inc. is an experienced, capable, poised and ready Construction Management / General Contracting firm that is eager to be an integral part of your project. We are no stranger to the type of services requested in this RFP, and we are not shy to assume responsibility from day one and face obstacles head on for quick resolution. We understand, and are willing, that we will be part of a team working alongside architects, engineers, the owner's rep and owners with the goal of producing a superior project for the end users. We understand that we will be expected to provide real time estimating, material availability and scheduling information, constructability reviews, out of the box thinking, creative value management, life cycle analysis, detailed phasing plans that limits our impact on the operating facility and provides a safe working environment for both staff and construction workforce, detailed scheduling, and provide a GMP within a short window. We are fully aware and willing to accept the challenge to exceed your expectations.

PNCI Added Value & Project Approach

It is often heard that Pre-Construction Services provide no added value to a project, and we are firm believers that that statement is false. With the right contractor and the right pre-construction department who is eager to assume responsibility over the project budget from the get-go, the cost of mere thousands can often be seen in value back to the client in tens to hundreds of time more than the monies spent. PNCI Construction is that type of contractor.



We have sincere dislike of the term "Value Engineering". That is a term used when it is usually too late, and more than the required amount of money is spent. We prefer to employ the "Value Management" approach and it starts from day one and is built into the project. With that mentality at the forefront more correct decisions are made, time is saved, and less design team rework is required which all lead to the same end, dollars saved, and value added.

PNCI Construction has developed our own unique company platform that weaves our departments together instead of layering them. This weave creates a system that seamlessly moves projects from conception to occupation with precision and speed.

PNCI has found that the best Project Approach starts and ends with better team communication created by our integrated approach. This means better interpretation and implementation of your priorities and the design intent. Our approach is based on developing mutual trust through open communication.

Control Costs

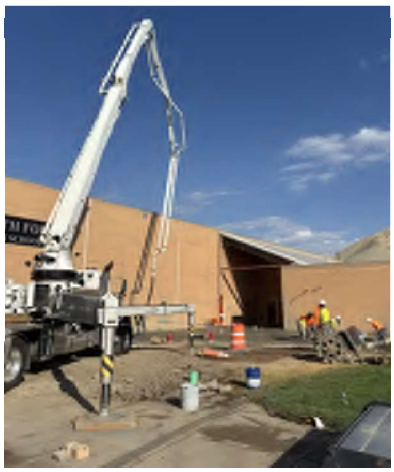
The project budget continuously evolves until project completion. By working closely with The Project Owner and the rest of the Project Team, we will provide detailed cost information on all aspects of the construction costs. By providing this cost input during the design phase, we can achieve cost savings on a dollar-for-dollar basis. We will not only make sure the project is within your available funds, but we will also guarantee the price prior to the completion of the design documents.

During the construction phase of the project it may become necessary to substitute materials or make significant changes to the way a section of the project is being executed. Prior to authorizing any changes, PNCI always carefully considers how these material changes will affect the overall cost of the project. In some cases, a change in one material may trigger a domino effect that will mean reevaluating a series of materials and procedures to accommodate the one change. Each change needs to be looked at in the context of the entire project, and a careful plan needs to be formulated each time there is a change to any part of the project to keep costs down.



It follows that adequate documentation and record keeping is fundamental to the entire process. Such as the RFI process should include original contract documents, revised plans and specifications, correspondence, meeting minutes, daily reports, etc. The RFI administration involves creating, issuing or receiving various types of documents by the parties involved – the owner, the contractor and the architect. Timeliness is vital to avoid delay.

Ensure Quality



PNCI Construction Quality Control Plan will be implemented to ensure construction procedures are performed incompliance with the plans and specifications under this contract. Quality control measures include quality control organization, methods of performing, documenting and enforcing quality control operations of both the primary Contractor and their subcontractors (including inspection and testing), inspections to be performed, and protocol describing corrective actions. All construction documents pertaining to construction will be posted on our PROCORE Project Management Platform for ease of access for everyone involved in the project.

Overall management of this plan will be the responsibility of PNCI's Quality Control Manager and will have the authority to act in all construction quality control matters and will be responsible for ensuring that all materials and work comply with the contract specification. All inspection and testing firms will be at the disposal of the PNCI quality Control Manager to ensure that all aspects of work are compliant with the contract and will report any deviations from these documents.

Quality Control Manager responsibilities include:

- Performing and documenting field inspection.
- Preparing daily Quality Control Reports.
- Scheduling, reviewing, certifying, and managing project submittals.
- Providing coordination of required quality control testing, reviewing results, and submitting.
- Coordinating, documenting and tracking preparatory, initial, and follow-up inspections.
- Tracking construction deficiencies and ensuring timely corrective action.
- Maintenance of as-built drawings.
- Coordinating responses to vendors' requests for information and technical issues.

Maintain Schedule

The master project schedule, developed in Microsoft Project will be used to provide overall direction and guidance to the project team for critical decision dates, project sequence and durations. Utilizing the Microsoft Project software, our team will manage our master schedules with a collaborative process that asks for commitments from team members to meet the overall target schedules, opposed to the traditional method of dictating requirements.

PNCI will develop a clear understanding of the major interdependencies between tasks and maintains that understanding as the project progresses and changes. The goal of this system is to manage and improve construction production planning by:

- Stabilizing the work flow through reliable planning.
- Reducing waste by improving work flow.
- Reliability developing a better understanding of the impact on variability on downstream performance.

The system breaks down the overall scheduling process into the following four steps:

- What SHOULD we do?
- What CAN we do?
- What WILL we do?
- What DID we do?

PNCI's use of this system results in "reliable promises" bringing the interests of the subcontractors into alignment with the promises to the owner, resulting in an overall increase in productivity, reduction of risk to schedule performance and lower costs. It's all about removing constraints so that the tasks are ready to start and "flow smoothly" until completion.



This system has worked well for PNCI in scheduling of projects that we have adopted the four steps as an overall company philosophy. In all aspects of our work we ask ourselves these four basic questions. It has become standard with all our company personnel and is the forethought in being *proactive* in our approach of addressing issues and challenges we face every day.

Competitively Bid/Self Performed Work

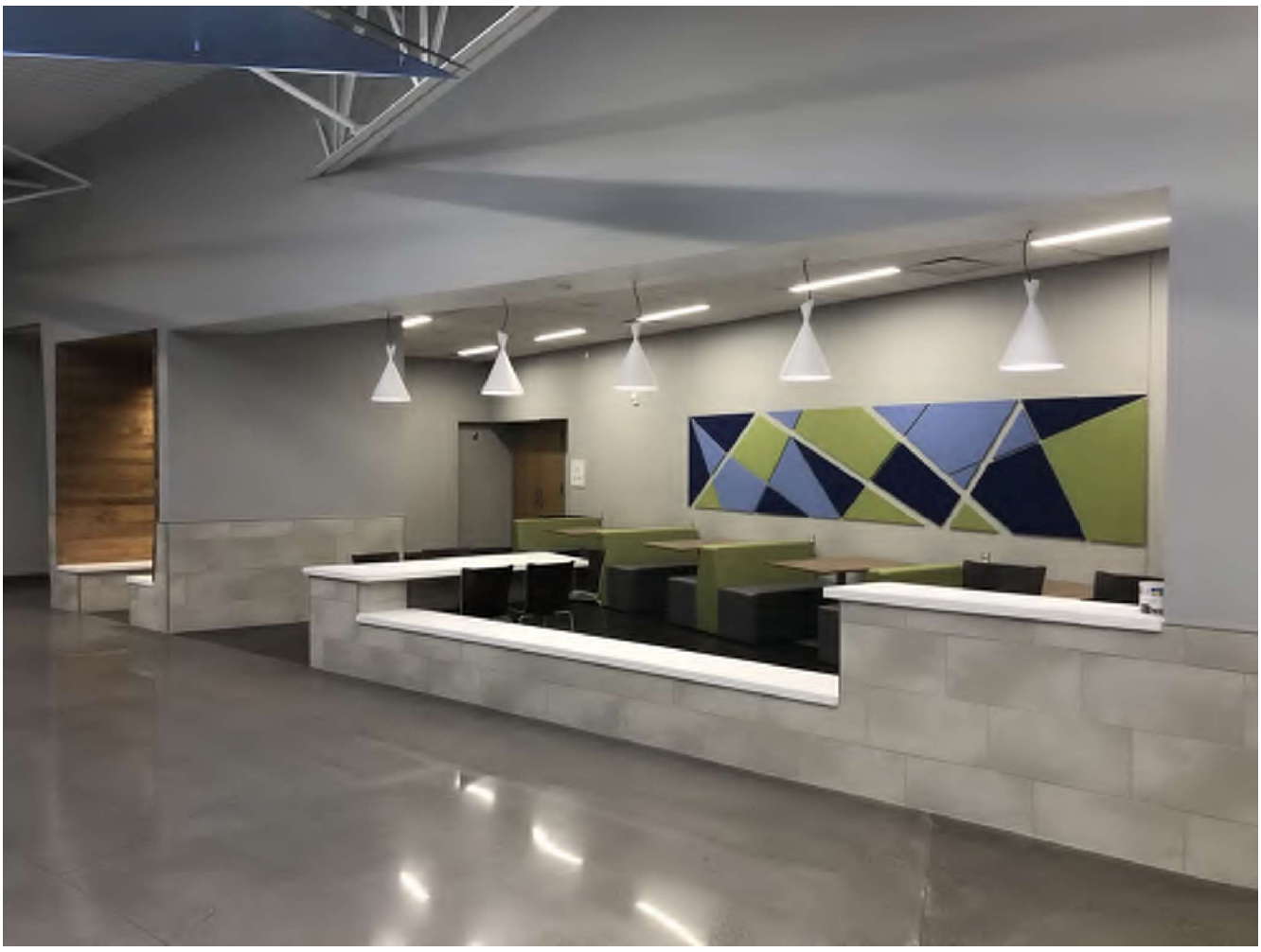
At PNCI we believe that self-performing work on a project can only help us to better serve our clients. Over the years, more and more areas of discipline have been added to our portfolio as we identify which elements would add the most value to project performance. Our ability to self-perform work further enhances the level of local participation by using local craft employees from within the community. PNCI has over 30 local resident employees and employs hundreds of craft workers throughout Colorado for self-perform work done on behalf of our clients.

We have a highly-qualified workforce that is ready and able to perform superior craftsmanship at a competitive price. We can quickly implement action plans as necessary which will significantly reduce or eliminate subcontractor delays as changes are identified throughout the construction process. We believe by self-performing scopes of the work we are able to set the pace of the schedule as well as the quality of finished product, we are better positioned to drive the project schedule, cost and quality objectives.

The PNCI Team will ensure that the requirements of the project and the needs of the Project Owner are analyzed on a case-by-case basis, and then a decision is made concerning the most beneficial approach to the project and the community. To provide competitive bidding, we will notify the Project Team of all self-perform packages we would like to pursue and seek approval and submit proposals to the Project Team on approved self-perform packages 24 hours prior to receiving competing proposals.

The types of work the PNCI team is able to self-perform include:

- Temporary heating/weather protection
- Site Layout
- Building & Site Concrete
- Rough Carpentry
- Doors/Frames/Hardware
- Erosion Control
- Demolition
- Joint Sealants
- Roofing and Protection
- Acoustical Ceilings
- Wood & Steel Framing
- Painting
- Drywall
- Supervision



STRATEGY & IMPLEMENTATION

Define Goals & Objectives:



We are firm believers in the **Target Value Design** methodology approach, along with the use of **Value Management** idealism in lieu of the dreaded value engineering process, where the parameters of the project are clearly defined with open communication and collaboration so when the dart hits the board, it's the bull's eye that was struck. Point number one where it usually falls apart because people forget to keep their eye on the goals and objectives, but with the PNCI team, it is the essence of what embodies our drive to succeed and our portfolio is testament to that.

Schedule Milestones:



The last planner system is not just for construction boots on the ground activities, we are convinced that this system starts from day 1 and continues through project completion. We have found that the best schedule is planned with buy-in from every stake holder and a predictable workflow is obtained, and milestones more easily met allowing for more time in the collaboration settings where innovation and creative thinking thrive. When all the information is gathered; like maximum time commitments the owner can give, start goals, end goals and obstacles to overcome; then all the blanks in-between start to come together in a hurry and milestones come to light.

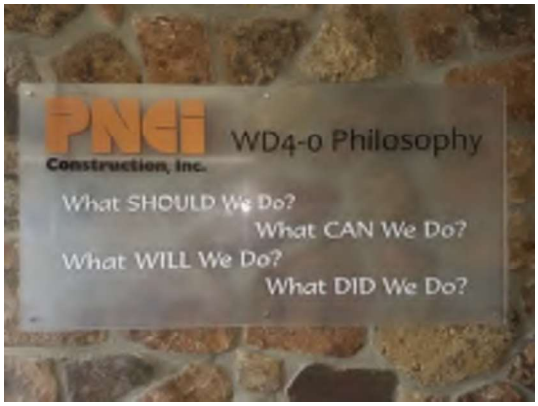
Allocate Resources & Designate Team Member Responsibilities:



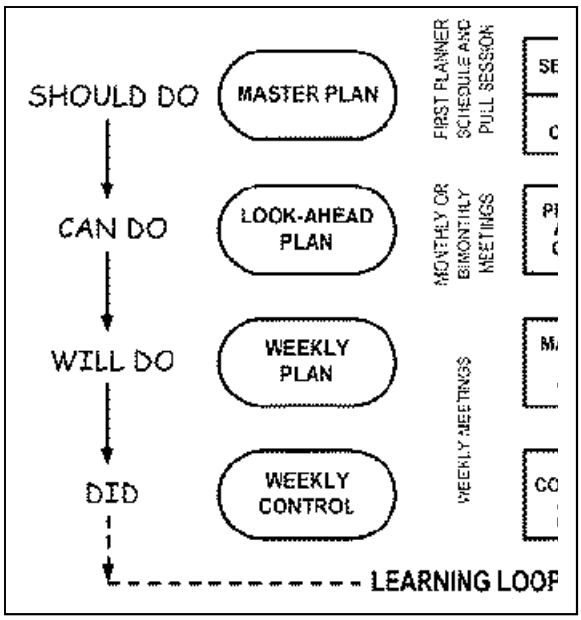
Among many tools for allocating resources and team member responsibilities, by far our favorite is the constraint log, which we have developed over time and over time has become our go to for tracking details and assignments. The systematics are easy, constraints are reviewed, and brainstorming encouraged during this place holder in meeting agendas to pinpoint constraints, label dates the constraints need to be accomplished by before they impact the critical path schedule. The log is updated on a continual bases, and the easy visual of items moving up the list towards potential impact are hard to ignore. This log, although simple as it may seem, has become a mighty tool in our arsenal.

Define Measurements for Success:

We use our WD4-0 philosophy to measure success. By running through the four "W's" every week and taking an honest look at progress by answering each question, we can scale a measurement to define success. We are sure that you will come to share our affinity for our WD4-O philosophy.



Define How You Will Adapt:



How will we adapt? By the learning loop. The learning loop helps us become prepare for factors outside of our control. The learning loop helps up build a culture of collaboration, flexibility, agility and fast action that allows for out of the box thinking that lays out frame works for emergent strategies ahead of time.

Evaluate Success:

We evaluate success on multiple levels:

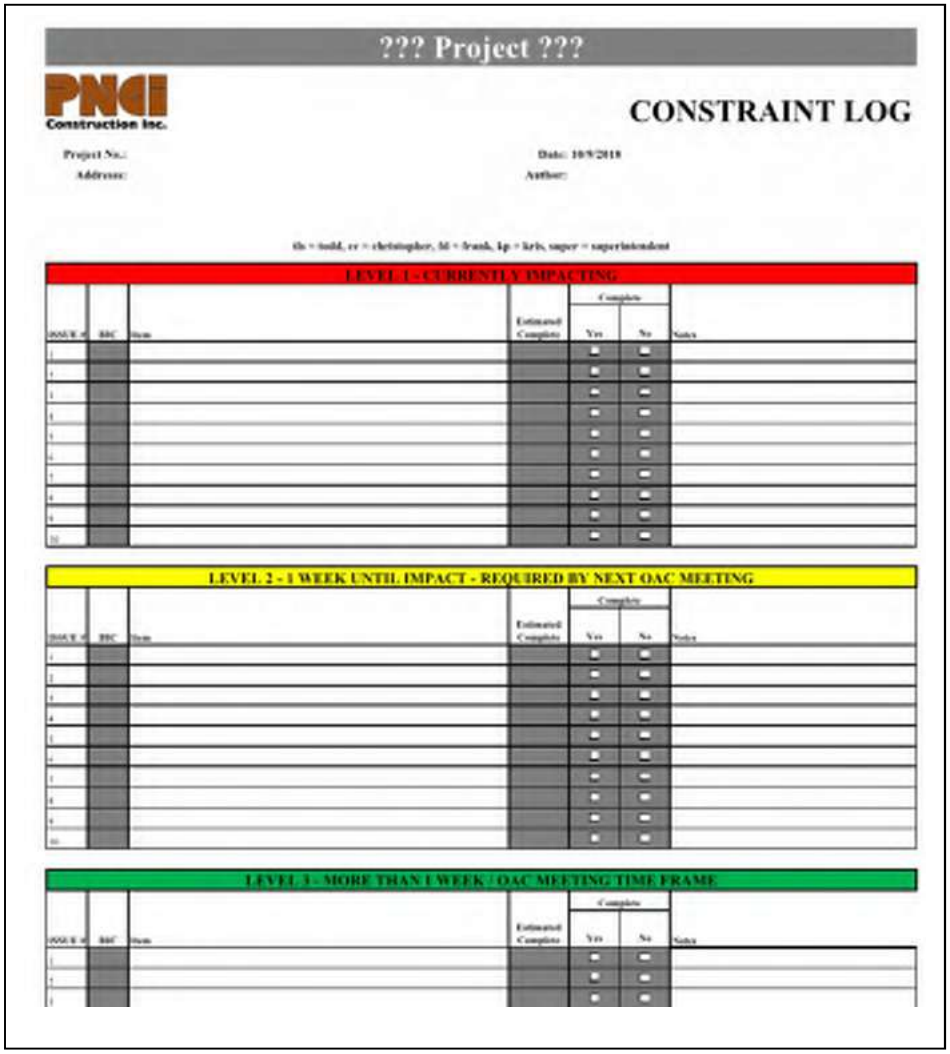
1. Is the client happy? Did we meet all their goals and objectives?
2. Did we help create something we can be proud of?
3. Did we encourage the creative and collaborative process?
4. Did we encourage others and give them the opportunity to grow?
5. Did we maintain our values?



BUDGET CONSIDERATIONS

Communication

From project conception to completion PNCI utilizes a simple one-page document called a “Constraint Log” to track action and constraint items that effect the critical path. By making this item part of the weekly OAC meetings, the requirement to update gives everyone the simple visual to see how neglected items can move up the page closer to the impact date.



??? Project ???

PNCI Construction Inc.

CONSTRAINT LOG

Project No.:
Address:

Date: 10/9/2018
Author:

th = todd, cr = christopher, bf = frank, kp = kris, super = superintendent

LEVEL 1 - CURRENTLY IMPACTING

ISSUE #	RFC	Item	Estimated Complete	Complete Yes	Complete No	Notes
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

LEVEL 2 - 1 WEEK UNTIL IMPACT - REQUIRED BY NEXT OAC MEETING

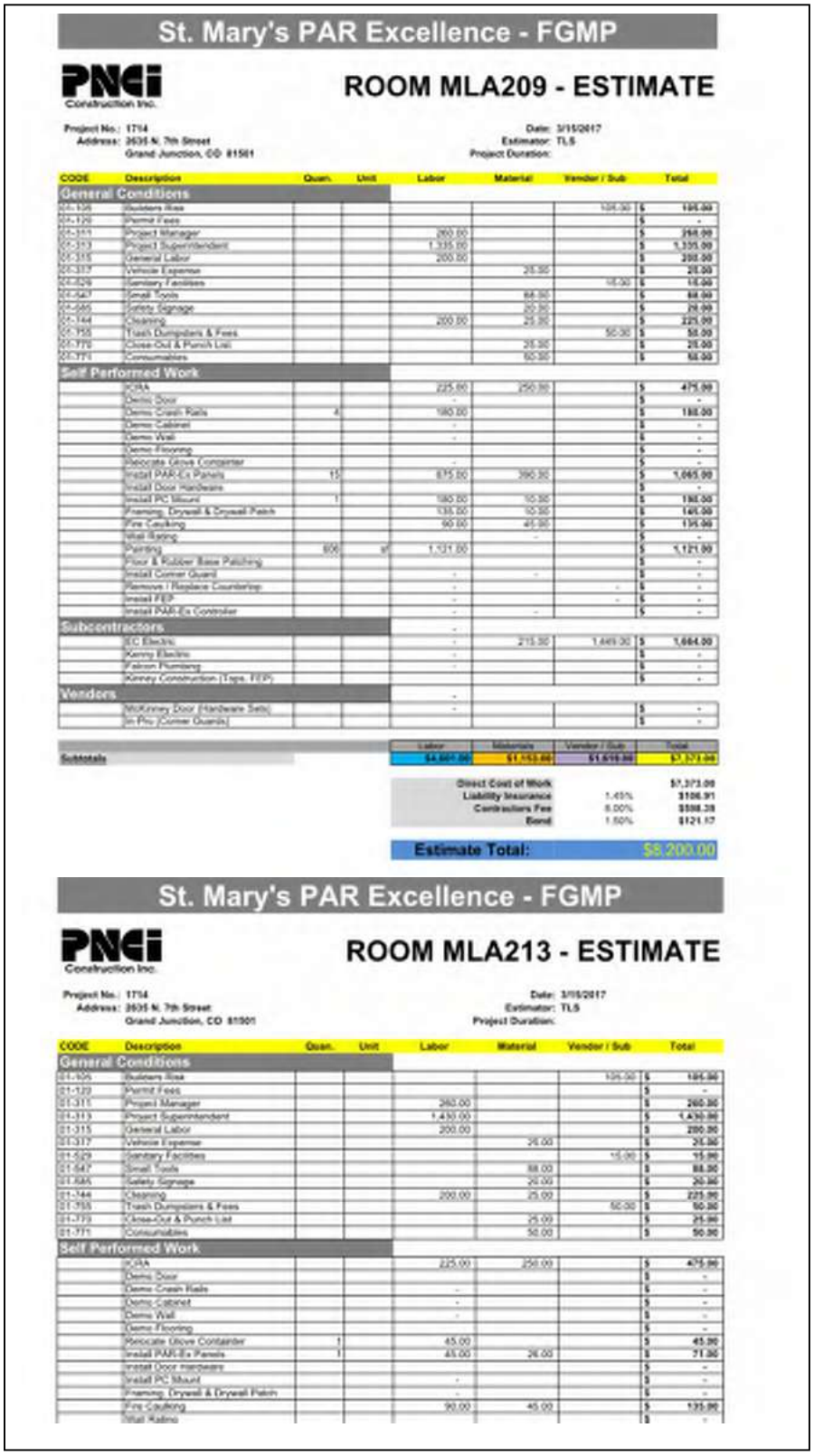
ISSUE #	RFC	Item	Estimated Complete	Complete Yes	Complete No	Notes
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

LEVEL 3 - MORE THAN 1 WEEK / OAC MEETING TIME FRAME

ISSUE #	RFC	Item	Estimated Complete	Complete Yes	Complete No	Notes
1						
2						
3						

Conceptual Estimating

In some instances, it has been necessary to provide detailed break-down estimates by room. The below is an example from a complex 52-room project at St. Mary's Hospital.



St. Mary's PAR Excellence - FGMP

PNCI Construction Inc.

ROOM MLA209 - ESTIMATE

Project No.: 1714
Address: 3535 N. 7th Street
Grand Junction, CO 81501

Date: 3/15/2017
Estimator: TLS
Project Duration:

CODE	Description	Quan.	Unit	Labor	Material	Vendor / Sub	Total
General Conditions							
01-505	Builders Risk					195.00	$ 195.00
01-120	Permit Fees						$ -
01-311	Project Manager			260.00			$ 260.00
01-313	Project Superintendent			1,335.00			$ 1,335.00
01-315	General Labor			200.00			$ 200.00
01-317	Vehicle Expense				25.00		$ 25.00
01-529	Sanitary Facilities					15.00	$ 15.00
01-547	Small Tools				88.00		$ 88.00
01-585	Safety Signage				20.00		$ 20.00
01-744	Cleaning			200.00	25.00		$ 225.00
01-755	Trash Dumpsters & Fees					50.00	$ 50.00
01-770	Close-Out & Punch List				25.00		$ 25.00
01-771	Consumables				50.00		$ 50.00
Self Performed Work							
	KWA			225.00	250.00		$ 475.00
	Demo Door			-			$ -
	Demo Crash Rails	4		180.00			$ 180.00
	Demo Cabinet			-			$ -
	Demo Wall			-			$ -
	Demo Flooring						$ -
	Relocate Glove Contanter			-			$ -
	Install PAR-Ex Panels	15		675.00	390.00		$ 1,065.00
	Install Door Hardware						$ -
	Install PC Mount	1		180.00	10.00		$ 190.00
	Framing, Drywall & Drywall Patch			135.00	10.00		$ 145.00
	Fire Caulking			90.00	45.00		$ 135.00
	Wall Raking			-			$ -
	Painting	600	sf	1,101.00			$ 1,101.00
	Floor & Rubber Base Patching						$ -
	Install Corner Guard			-	-		$ -
	Remove / Replace Countertop			-		-	$ -
	Install FEP			-		-	$ -
	Install PAR-Ex Controller			-	-		$ -
Subcontractors				-			
	EC Electric			-	215.00	1,449.00	$ 1,664.00
	Kenny Electric			-			$ -
	Falcon Plumbing			-			$ -
	Kinney Construction (Tops, FEP)			-			$ -
Vendors				-			
	McKinney Door (Hardware Sets)			-			$ -
	In Pro (Corner Guards)						$ -
Subtotals				$4,661.00	$1,153.00	$1,619.00	$7,373.00

Direct Cost of Work		$7,373.00
Liability Insurance	1.45%	$106.91
Contractors Fee	5.00%	$368.35
Bond	1.50%	$121.17
Estimate Total:		**$8,200.00**

St. Mary's PAR Excellence - FGMP

PNCI Construction Inc.

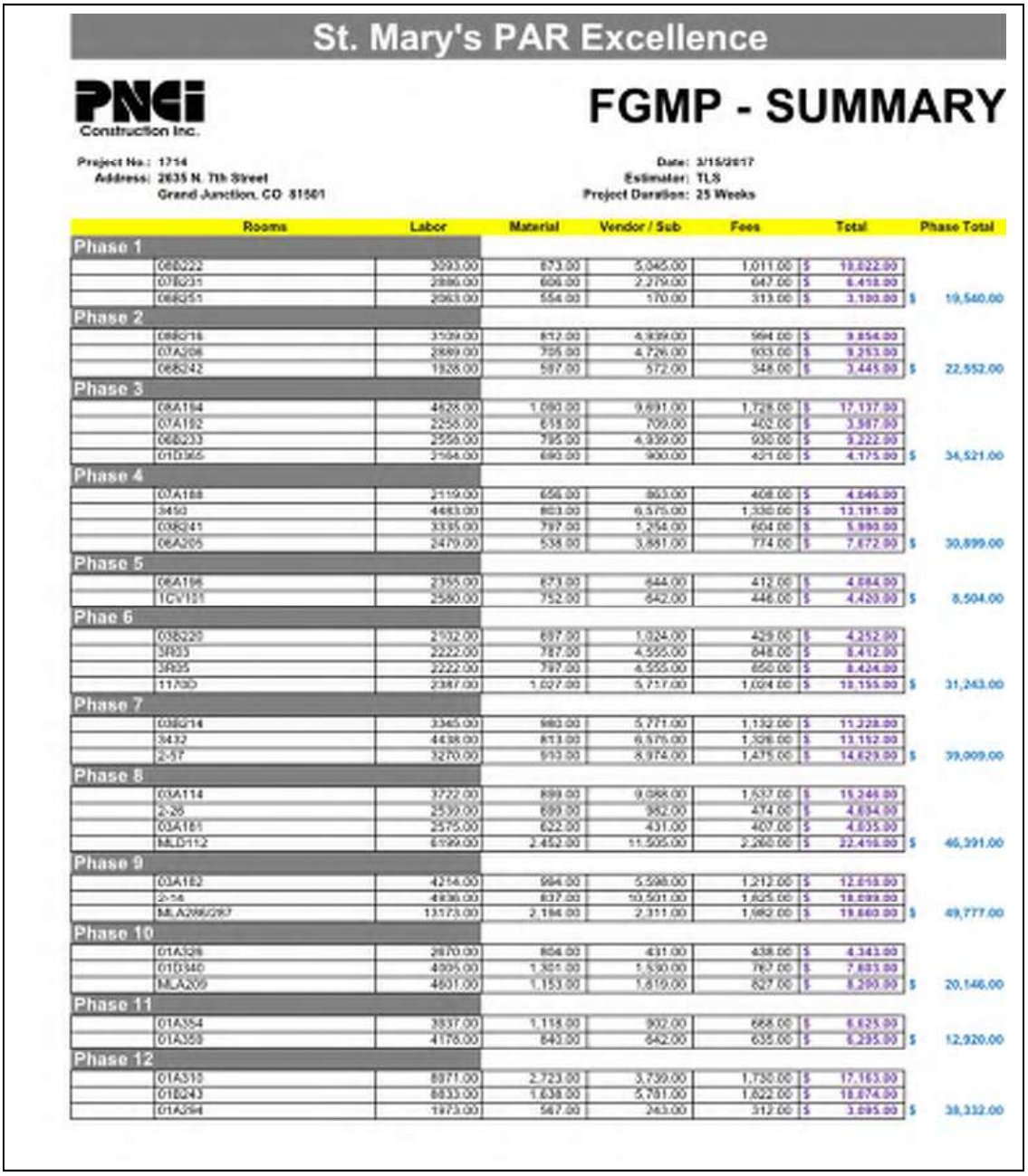
ROOM MLA213 - ESTIMATE

Project No.: 1714
Address: 3535 N. 7th Street
Grand Junction, CO 81501

Date: 3/15/2017
Estimator: TLS
Project Duration:

CODE	Description	Quan.	Unit	Labor	Material	Vendor / Sub	Total
General Conditions							
01-505	Builders Risk					195.00	$ 195.00
01-120	Permit Fees						$ -
01-311	Project Manager			260.00			$ 260.00
01-313	Project Superintendent			1,430.00			$ 1,430.00
01-315	General Labor			200.00			$ 200.00
01-317	Vehicle Expense				25.00		$ 25.00
01-529	Sanitary Facilities					15.00	$ 15.00
01-547	Small Tools				88.00		$ 88.00
01-585	Safety Signage				20.00		$ 20.00
01-744	Cleaning			200.00	25.00		$ 225.00
01-755	Trash Dumpsters & Fees					50.00	$ 50.00
01-770	Close-Out & Punch List				25.00		$ 25.00
01-771	Consumables				50.00		$ 50.00
Self Performed Work							
	KWA			225.00	250.00		$ 475.00
	Demo Door			-			$ -
	Demo Crash Rails			-			$ -
	Demo Cabinet			-			$ -
	Demo Wall			-			$ -
	Demo Flooring						$ -
	Relocate Glove Contanter	1		45.00			$ 45.00
	Install PAR-Ex Panels	1		45.00	26.00		$ 71.00
	Install Door Hardware						$ -
	Install PC Mount			-			$ -
	Framing, Drywall & Drywall Patch			-			$ -
	Fire Caulking			90.00	45.00		$ 135.00
	Wall Raking						$ -

And then follow up summaries by combining room into phases:



St. Mary's PAR Excellence

PNCI Construction Inc.

FGMP - SUMMARY

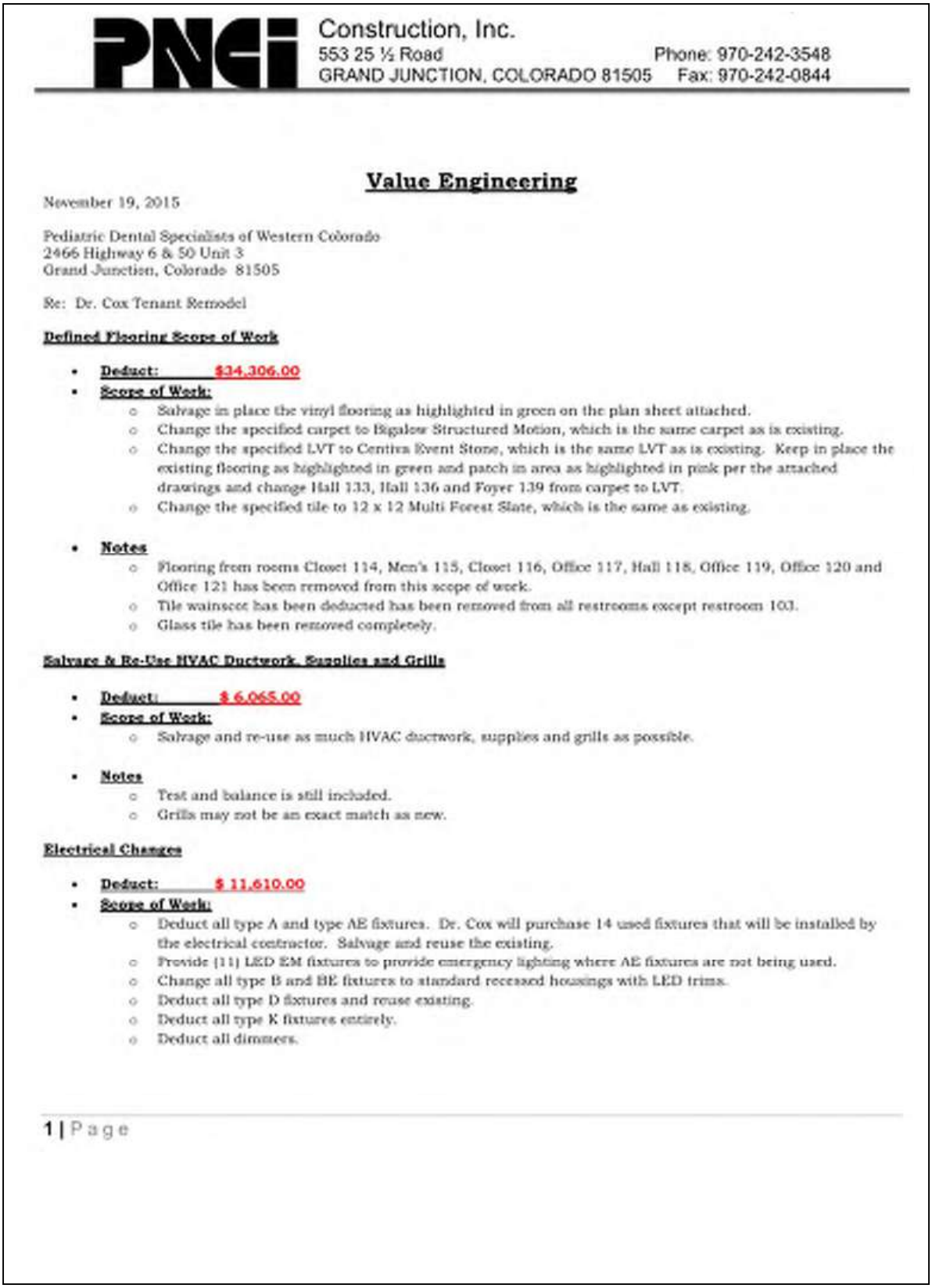
Project No.: 1714
Address: 2635 N. 7th Street
Grand Junction, CO 81501

Date: 3/15/2017
Estimator: TLS
Project Duration: 25 Weeks

	Rooms	Labor	Material	Vendor / Sub	Fees	Total	Phase Total
Phase 1							
	08D222	3093.00	873.00	5,045.00	1,011.00	$ 10,022.00	
	07B231	2886.00	606.00	2,279.00	647.00	$ 6,418.00	
	06B251	2963.00	554.00	170.00	313.00	$ 3,190.00	$ 19,540.00
Phase 2							
	08B216	3109.00	812.00	4,939.00	994.00	$ 9,854.00	
	07A206	2889.00	705.00	4,726.00	933.00	$ 9,253.00	
	06B242	1928.00	587.00	572.00	348.00	$ 3,445.00	$ 22,552.00
Phase 3							
	06A194	4628.00	1,080.00	9,691.00	1,728.00	$ 17,137.00	
	07A192	2258.00	618.00	709.00	402.00	$ 3,987.00	
	06B233	2556.00	795.00	4,939.00	930.00	$ 9,222.00	
	01D365	3164.00	690.00	900.00	421.00	$ 4,175.00	$ 34,521.00
Phase 4							
	07A188	2119.00	656.00	863.00	408.00	$ 4,046.00	
	3450	4483.00	803.00	6,575.00	1,330.00	$ 13,191.00	
	03B241	3335.00	797.00	1,254.00	604.00	$ 5,990.00	
	06A205	2479.00	538.00	3,681.00	774.00	$ 7,472.00	$ 30,699.00
Phase 5							
	06A196	2355.00	673.00	644.00	412.00	$ 4,084.00	
	1CV151	2580.00	752.00	642.00	446.00	$ 4,420.00	$ 8,504.00
Phae 6							
	03B220	2132.00	697.00	1,024.00	429.00	$ 4,252.00	
	3R03	2222.00	787.00	4,555.00	848.00	$ 8,412.00	
	3R05	2222.00	787.00	4,555.00	860.00	$ 8,424.00	
	11R0D	2387.00	1,027.00	5,757.00	1,094.00	$ 10,155.00	$ 31,243.00
Phase 7							
	03B214	3345.00	980.00	5,771.00	1,132.00	$ 11,228.00	
	3432	4438.00	813.00	6,575.00	1,326.00	$ 13,152.00	
	2-57	3270.00	910.00	8,974.00	1,475.00	$ 14,629.00	$ 39,009.00
Phase 8							
	03A114	3722.00	899.00	9,068.00	1,537.00	$ 15,246.00	
	2-26	2539.00	699.00	382.00	474.00	$ 4,634.00	
	03A181	2575.00	622.00	431.00	407.00	$ 4,035.00	
	MLD112	6199.00	2,452.00	11,505.00	2,260.00	$ 22,416.00	$ 46,391.00
Phase 9							
	03A182	4214.00	994.00	5,598.00	1,212.00	$ 12,018.00	
	2-14	4836.00	837.00	10,501.00	1,825.00	$ 18,099.00	
	MLA288/287	13173.00	2,194.00	2,311.00	1,982.00	$ 19,660.00	$ 49,777.00
Phase 10							
	01A326	2870.00	804.00	431.00	438.00	$ 4,343.00	
	01D340	4935.00	1,351.00	1,530.00	787.00	$ 7,803.00	
	MLA209	4601.00	1,153.00	1,619.00	827.00	$ 8,200.00	$ 20,146.00
Phase 11							
	01A354	3837.00	1,118.00	902.00	668.00	$ 6,525.00	
	01A353	4176.00	840.00	642.00	635.00	$ 6,295.00	$ 12,920.00
Phase 12							
	01A310	8971.00	2,723.00	3,739.00	1,730.00	$ 17,163.00	
	01B243	8833.00	1,638.00	5,781.00	1,822.00	$ 18,074.00	
	01A294	1973.00	567.00	263.00	312.00	$ 3,095.00	$ 38,332.00

Value Management

PNCI is not afraid to do the work to help a client realize their project to completion.



PNCi Construction, Inc.
553 25 ½ Road
GRAND JUNCTION, COLORADO 81505
Phone: 970-242-3548
Fax: 970-242-0844

Value Engineering

November 19, 2015

Pediatric Dental Specialists of Western Colorado
2466 Highway 6 & 50 Unit 3
Grand Junction, Colorado 81505

Re: Dr. Cox Tenant Remodel

Defined Flooring Scope of Work

- **Deduct:** $34,306.00
- **Scope of Work:**
  - Salvage in place the vinyl flooring as highlighted in green on the plan sheet attached.
  - Change the specified carpet to Bigalow Structured Motion, which is the same carpet as is existing.
  - Change the specified LVT to Centiva Event Stone, which is the same LVT as is existing. Keep in place the existing flooring as highlighted in green and patch in area as highlighted in pink per the attached drawings and change Hall 133, Hall 136 and Foyer 139 from carpet to LVT.
  - Change the specified tile to 12 x 12 Multi Forest Slate, which is the same as existing.
- **Notes**
  - Flooring from rooms Closet 114, Men's 115, Closet 116, Office 117, Hall 118, Office 119, Office 120 and Office 121 has been removed from this scope of work.
  - Tile wainscot has been deducted has been removed from all restrooms except restroom 103.
  - Glass tile has been removed completely.

Salvage & Re-Use HVAC Ductwork, Supplies and Grills

- **Deduct:** $ 6,065.00
- **Scope of Work:**
  - Salvage and re-use as much HVAC ductwork, supplies and grills as possible.
- **Notes**
  - Test and balance is still included.
  - Grills may not be an exact match as new.

Electrical Changes

- **Deduct:** $ 11,610.00
- **Scope of Work:**
  - Deduct all type A and type AE fixtures. Dr. Cox will purchase 14 used fixtures that will be installed by the electrical contractor. Salvage and reuse the existing.
  - Provide (11) LED EM fixtures to provide emergency lighting where AE fixtures are not being used.
  - Change all type B and BE fixtures to standard recessed housings with LED trims.
  - Deduct all type D fixtures and reuse existing.
  - Deduct all type K fixtures entirely.
  - Deduct all dimmers.

1 | Page

Office 128:

- All new.
- Delete upper cabinets.

Office 129:

- Relocate full unit from existing Consult 123.
- Move doorway to the south.

Imaging 130:

- Relocate unit from existing Imaging 118.
- Provide all new scribe fillers as needed.

Imaging 132:

- All new. Duplicate unit from existing Imaging 118.

Steri 134:

- Relocate (4) – 32" upper cabinets from existing Steri 119.
- Relocate (2) – 16" upper cabinets from existing Steri 119.
- Relocate (1) – upper Corner Cabinet from existing Lab 108.
- Relocate (1) – 27" upper cabinet from existing Business 105.
- Relocate (1) – 27" upper cabinet from existing Office 112.
- Provide (1) new 10" upper cabinet w/ glass door to match.
- Relocate (1) – 17" lower cabinet with 1 drawer and 1 door from existing Steri 119.
- Relocate (1) – 30" lower cabinet Sink Base from existing Steri 119.
- Relocate (1) – 16 ½" lower cabinet with 1 drawer and 1 door from existing Steri 119.
- Relocate (1) – 16 ½" lower cabinet with 1 door from existing Steri 119.
- Relocate (1) – 22" lower cabinet with 4 drawers from existing Steri 119.
- Relocate (1) – 22" equipment lower cabinet from existing Steri 119.
- Relocate (1) – 36" lower cabinet with 2 side by side upper drawers and 2 doors from existing Steri 119.
- Relocate (1) – 28" lower cabinet with 2 side by side upper drawers and 2 doors from existing Hygiene 122.
- Provide (1) new 9" - 1 door lower cabinet.
- Provide (1) new 15" - 1 drawer and 1 door lower cabinet.
- Provide all new countertops.
- Provide all new scribe fillers as needed.
- Detail A5 on A2.3 is to be all new.

Lab 140:

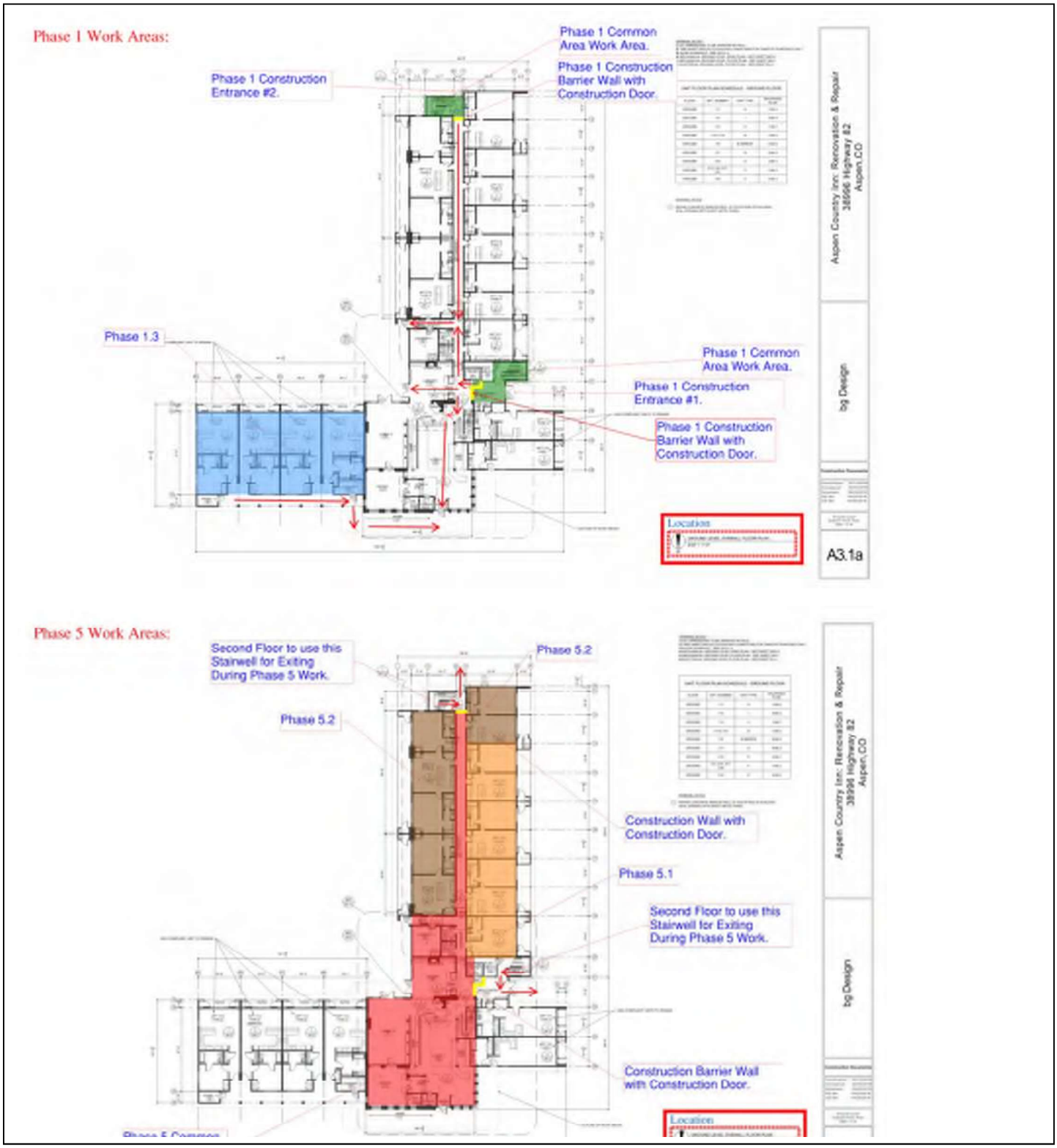
- Keep in place (1) existing 16" – (2) drawer lower cabinet.
- Keep in place (1) existing 30" Sink Base.
- Relocate (1) existing 18" – (4) drawer lower cabinet from existing Lab 108.
- Keep in place (1) existing 31" upper cabinet.
- Keep in place (1) existing 28" upper cabinet.
- Keep in place (10 existing 30 ½" upper cabinet.
- Provide (1) new 24" – (1) drawer and (1) door lower cabinet.
- Provide (1) new 33" upper cabinet.
- Provide new countertop.
- Provide all new scribe fillers as needed.

Break 142:

- Relocate (1) – 30" sink base from existing Break 111.
- Relocate (1) - 9" lower cabinet with (4) drawers from existing Break 111.
- Relocate (1) – 32" microwave upper cabinet from existing Break 111.
- Relocate (1) - 34" upper from existing Break 111.
- Relocate (1) – 30" Refrigerator cabinet from existing Break 111.
- Provide (1) new – 10" – (4) drawer lower cabinet.
- Provide (1) new – 12" x 12" lower corner cabinet.
- Provide (1) new – 12" – (4) drawer lower cabinet.

Detailed Planning

Nothing helps achieving success full project completion than diligent planning. Below are a few cuts of CMP plans that helped the Aspen Country Inn project achieve successful completion on time in every phase.



Methods of Procedure help communicate effectively between the team members especially when complex and life dependent systems are in play.

SCL Health

METHOD OF PROCEDURE (MOP)

MOP NUMBER:	1	
PROJECT NAME	Par Excellence	
PROJECT NUMBER:	233110016508	
MOP ORIGINATOR:	PNCI Construction	
DATE SUBMITTED:	3/13/17	
TENTATIVE START DATE/TIME:	3/20/17	7:00am
PROJECTED COMPLETION:	4/11/17	3:30 pm

CONTACT LIST

Project Manager:

Name: Cari Brink
Phone: 303-689-8876
Cell: 720-625-0294
Email: <Cari.Brink@ficonsulting.com>
Emergency Phone:

G.C. Superintendent:

Name: Kris Peterson
Phone: 970-242-3548
Cell: 970-270-3713
Email: kris@pnciconstruction.com
Emergency Phone:

Engineering Consultant:

Name: Kyle Olsen
Phone: 303-232-6200
Cell:
Email:
Emergency Phone:

Sub-Contractor Project Manager:

Name: Bruce Curry
Phone: 970-241-3302
Cell: 970-986-5187
Email: bcurry@ec-electric.com
Emergency Phone:

General Contractor Project Manager:

Name: Christopher Cutsforth
Phone: 970-242-3548
Cell: 970-433-1303
Email: christopher@pnciconstruction.com
Emergency Phone:

Sub Superintendent:

Name: Michael Erickson
Phone: 970-241-3302
Cell: 970-986-5189
Email:
Emergency Phone:

SCL Health

MOP NUMBER:	01
PROJECT NAME	Par Excellence
PROJECT NUMBER:	233110016508

DESCRIPTION OF WORK: *Describe scope of work covered by this MOP. Include specific zones, panels, breakers, etc. demonstrating a thorough understanding of the scope.*

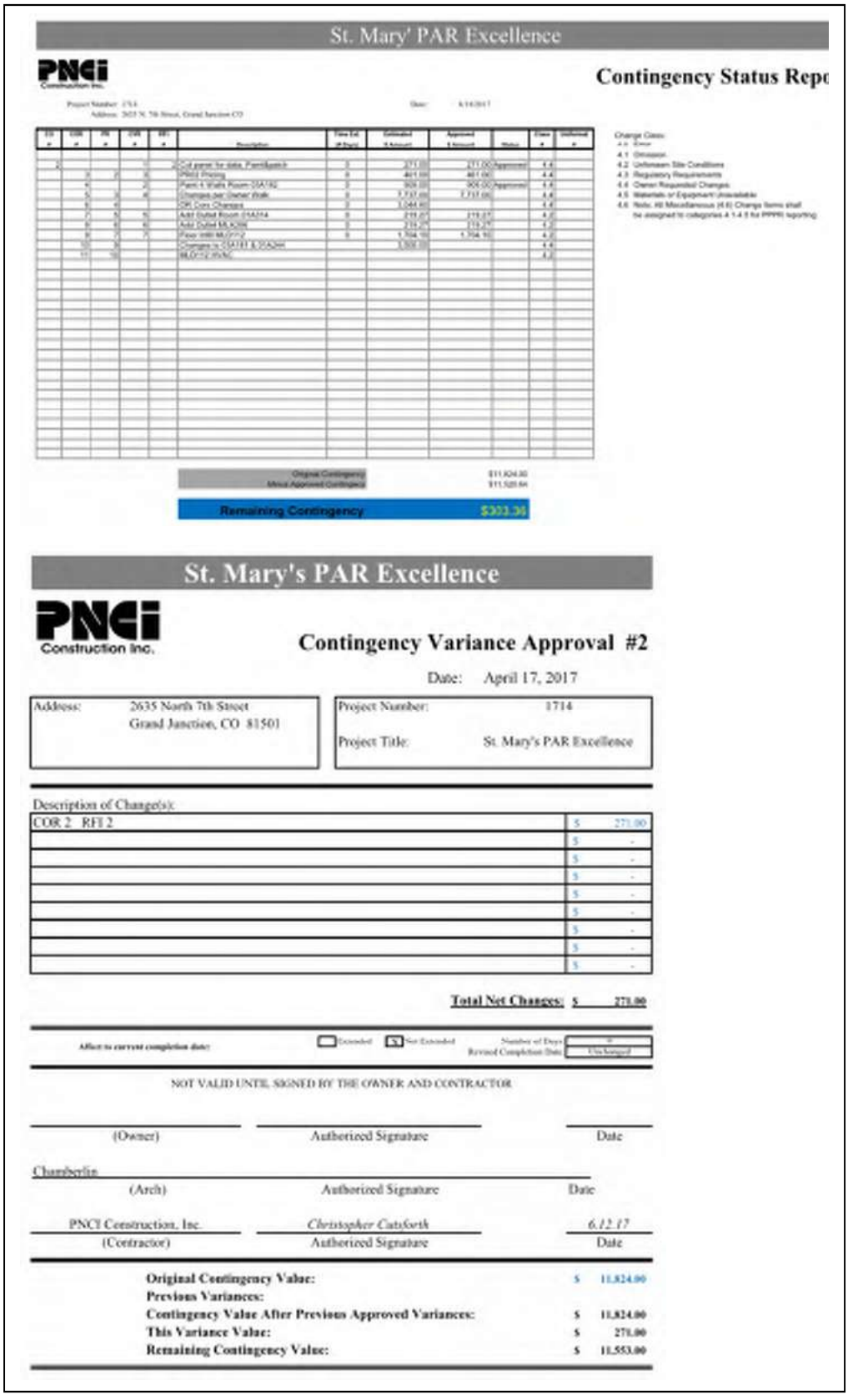
- **Room 08B222:**
- Have SMH facilities verify that the following circuits do not affect any areas outside the construction area limits. L8B-59.
- Perform safety briefing and walk the MOP prior to starting work.
- Verify with PNCI and SMH that work can begin.
- Have SMH facilities de-energize circuit L8B-59.
- Place lock out tag out on breaker
- **Demo**
- remove and salvage plug mold. return to hospital (L8B-59)
- **New work**
- Refeed remaining plug mold.
- Install 1 duplex outlet (L8B-59) and 1 single gang box for low voltage. Both to above ceiling.
- Install 1 low voltage chase from above ceiling to door strike, and 1 to inside top edge of door. Install chase way and back box for new card reader to above ceiling.
- Have SMH facilities/electrician test for grounds.
- Remove lock out tag out.
- Re-energize circuit
- Patch and paint 2 walls corner to corner.
- Install owner provided card reader.
- Install 6 PAR- EXCELLENCE wall mounted panels (provided by owner)
- Install new door hardware (set 2)
- Verify all smoke/fire protection intact.

- **Room 07B231**

- Have SMH facilities verify that the following circuits do not affect any areas outside the construction area limits. L7B-35.
- perform safety briefing and walk MOP prior to starting work.
- Verify with SMH and PNCI that work can begin.
- Have SMH facilities de-energize circuit L7B-35.
- Place lock out tag out on breaker.
- **DEMO**
- Remove outlet on south wall (L7B-35)
- Remove 1 section of lower cabinets (south east corner)
- **NEW WORK**
- Reroute L7B-35 to north wall and install duplex outlet.
- Install single gang box for low voltage and race way to above ceiling.
- Have SMH/electricians test for grounds
- Remove lock out tag out.

Detailed Reporting

PNCI thrives under the demands of high-level recording and updating; items like managing contingencies are second nature.



St. Mary' PAR Excellence

PNCI Construction Inc.

Contingency Status Repo

Remaining Contingency $303.36

St. Mary's PAR Excellence

PNCI Construction Inc.

Contingency Variance Approval #2

Date: April 17, 2017

Address:	2635 North 7th Street Grand Junction, CO 81501
Project Number:	1714
Project Title:	St. Mary's PAR Excellence

Description of Change(s):

COR 2 RFI 2	$ 271.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

Total Net Changes: $ 271.00

Affect to current completion date: ☐ Extended ☒ Not Extended Number of Days: 0 Revised Completion Date: Unchanged

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

(Owner) Authorized Signature Date

Chamberlin

(Arch) Authorized Signature Date

PNCI Construction, Inc. *Christopher CatoSorth* *6.12.17*

(Contractor) Authorized Signature Date

Original Contingency Value:	$ 11,824.00
Previous Variances:	
Contingency Value After Previous Approved Variances:	$ 11,824.00
This Variance Value:	$ 271.00
Remaining Contingency Value:	$ 11,553.00

PNCI Construction Inc.

SAFETY STATEMENT

Safety is our top priority and we make it number one in every project we work on. The protection of our employees, customers, and public requires planning, enforcement and investment which only a solid program can achieve. No job is too important, and no order is too urgent that we cannot take the time to perform our work safely. *How do we do that?* We make it the priority in every job we do. Our program is out lined below:

Safety Program

- Complies with local, state and federal requirements
- Compared to and updated per OSHA Standards regularly
- Adaptation of Customer's Safety Requirements
- Ensures safety requirements are included in bids for all jobs

Safety Manager

- Initial Employee Training
- Random Safety Inspections as well as Random Drug Testing
- Monthly Training Meetings
- Issues violations and recommendations
- Safety Rewards



Back to Back Winner

2016 & 2017

Project Supervisors

- Ensures posters, notices, SDS Manual, fire extinguisher and first aid kits are on every job
- Daily Safety Meeting/Recommendations Before Work Commences
- Maintains a supply of personal protection equipment for workers and visitors
- Weekly Training Meetings
- Trained in accident investigation
- Issues violations and recommendations

PNCI WD4-0 Philosophy

What **SHOULD** we do?
What **CAN** we do?
What **WILL** we do?
What **DID** we do?

We use this system in all our projects from start to finish.

PNCI Employees

- Certification in CPR/First Aid
- Certification in OSHA Standards
- Safety Standards Training
- Emergency Training
- Job Specific Classes
- Compliance with Program
- Unsafe conditions reporting

Subcontractors

- Submit to PNCI a copy of their own Safety Program
- Meets requirements set out for insurance and worker's comp
- Monitored by Supervisors
- Required to correct any unsafe situation that may come up

In addition to our program, we are certified by the State of Colorado in the Cost Containment Program. We are a Pinnacol Assurance Circle of Safety Award Winner 2016 & 2017. As our community grows, we are dedicated to providing quality construction services in a timely and safe manner.

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

PNCI Construction Inc.

Section 4

Fee Worksheet

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

November 20, 2025 Revision
Construction Manager/General Contractor
PNCI Construction, Inc

Date: 12/10/25

*****Acknowledge Addendum #1 & #2*****

Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 4,000.00
	Printing, Postage, Shipping	$ 600.00
	Travel, Mileage, Hotel, Meals	$ 400.00
GRAND TOTAL		$ 5,000.00

Please do not revise cells C13, C14, C15, C16 or C18 as these are formulas.

check TRUE

District Headquarters-Lower floor renovation and upper floor flooring		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 4,000.00
	Printing, Postage, Shipping	$ 600.00
	Travel, Mileage, Hotel, Meals	$ 400.00
GRAND TOTAL		$ 5,000.00

Please do not revise cells C29, C30, C31, C32 or C34 as these are formulas.

check TRUE

Station #82- Redstone- 5,000 sq. ft. prox. station		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Design Development	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 8,000.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 800.00
GRAND TOTAL		$ 10,000.00

Please do not revise cells C52, C53, C54, C55 or C57 as these are formulas.

check TRUE

Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 4,000.00
	Printing, Postage, Shipping	$ 600.00
	Travel, Mileage, Hotel, Meals	$ 400.00
GRAND TOTAL		$ 5,000.00

check TRUE

Marble Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Design Development	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 8,000.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 800.00
GRAND TOTAL		$ 10,000.00

Please do not revise cells C73, C74, C75, C76 or C78 as these are formulas

check TRUE

Station #85- Missouri Heights- Addition		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Design Development	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 8,000.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 800.00
GRAND TOTAL		$ 10,000.00

Please do not revise cells C94, C95, C96, C97 or C99 as these are formulas

check TRUE

Carbondale Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,500.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
2. Design Development	Fees-Staff & Consultant time	$ 5,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 5,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 5,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 17,500.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 2,000.00
GRAND TOTAL		$ 20,700.00

Please do not revise cells C115, C116, C117, C118 or C120 as these are forr

check TRUE

GRAND TOTAL	$ 65,700.00

Please do not revise cell C124 as this is a formula

Please attach hourly fee schedules for personne

Interstate Experience Modification Rate applied to Worker's Compensation Policy	**EMR Rate**
2024	0.85
2023	1.16
2022	1.61

General Conditions Fee as a percentage of Cost of the work
Note: Surety shall not be included in the Conditions Fee — **9%**

Construction Fee as a percentage of the Cost of the Work — **4%**

Change Order Fees	% of the cost
.1 For the Contractor, for Work performed by the Contractor's own forces	**8%**
.2 For the Contractor, for Work performed by the Contractor's Subcontractor	**8%**
.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces,	**To be determined at GMP**
.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors	**To be determined at GMP**

PNCI Construction Inc.

2026 Rates

Personnel Hourly Rates

Project Executive	**$150/hr**
Project Manager	**$137/hr**
Superintendent	**$125/hr**
Asst. Superintendent	**$110/hr**
Project Engineer	**$95/hr**
Field Engineer	**$95/hr**
Skilled Carpenter	**$75/hr**
Laborer	**$65/hr**
Office/Accounting	**$120/hr**
Estimating/ Pre-Con	**$125/hr**

Equipment Rental Rates

Skid Steer	**$600/day + truck trailer mobilization**
Mini Excavator	**$600/day + truck trailer mobilization**
Forklift	**$1200/day**
Scissor Lift	**$300/day**
Truck/Trailer	**$305/day+ milage**
Trailer	**$165/day+ milage**
Milage Rate	**$0.70/mile**

Updated November 2025

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

PNCI Construction Inc.

Section 5

References

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

References

Dale Beede, DRK Associates, LLC.
Sure Realty Group.
Developer Rivertown Center
Email: dbeede@suregj.com
Phone Cell (970) 250-9500

US Tractor & Harvest, Inc.
Scott Van Horn
701 West Avenue
Alamosa, CO 81101
Email: scott@ustractor.com
Phone Cell: (719) 588-9177

Colorado Mesa University
Dave Taylor
Labor, Trades, and Crafts Supervisor
Email: dtaylor@coloradomesa.edu
Phone: (970) 248-1303

Lower Valley Fire District
Chief Frank Cavaliere - Retired
Email: cavvoenvironmental@yahoo.com
Phone Cell : (970) 753-9287

Phil Vaughan Construction Management, Inc.
Phil Vaughan, Owner
Email: phil@pvcmi.com
Phone: (970) 625-5350

Open Studio Architecture
Amanda Fitzjarrald, Designer
Email: afitzjarrald@gmail.com
Phone: (303) 640-3173

Mesa County School District 51
Ed Mort
Facilities Director
Email: eddie.mort@schools.org
Phone Cell: (970) 260-0080

Soloway Architectural Design
Marc Soloway, Principle
Email: marcs@soloway-designs.com

Method-Studio
Kelly Morgan, AIA, Leed ap
Email: Kelly@method-studio.com
Phone Cell: (801) 598-8234

ANB Bank/Alder Real Estate
Will Coffield
Exc VP- Building Development
Email: wcoffield@aldercos.com
Phone: (303)394-5531

RTA Architects
Ken Gregg
Email: ken@rtaarchitects.com
Phone 719-471-7566

EXHIBIT F

November 20, 2025 Revision
Construction Manager/General Contractor
PNCI Construction, Inc **Date: 12/10/25**

*****Acknowledge Addendum #1 & #2*****

Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 4,000.00
	Printing, Postage, Shipping	$ 600.00
	Travel, Mileage, Hotel, Meals	$ 400.00
GRAND TOTAL		**$ 5,000.00**

Please do not revise cells C13, C14, C15, C16 or C18 as these are formulas.

check TRUE

District Headquarters-Lower floor renovation and upper floor flooring		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 4,000.00
	Printing, Postage, Shipping	$ 600.00
	Travel, Mileage, Hotel, Meals	$ 400.00
GRAND TOTAL		**$ 5,000.00**

Please do not revise cells C29, C30, C31, C32 or C34 as these are formulas.

check TRUE

Station #82- Redstone- 5,000 sq. ft. prox. station		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Design Development	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 8,000.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 800.00
GRAND TOTAL		**$ 10,000.00**

Please do not revise cells C52, C53, C54, C55 or C57 as these are formulas.

check TRUE

Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 4,000.00
	Printing, Postage, Shipping	$ 600.00
	Travel, Mileage, Hotel, Meals	$ 400.00
GRAND TOTAL		**$ 5,000.00**

check TRUE

Marble Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Design Development	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 8,000.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 800.00
GRAND TOTAL		**$ 10,000.00**

Please do not revise cells C73, C74, C75, C76 or C78 as these are formulas

check TRUE

Station #85- Missouri Heights- Addition		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
2. Design Development	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 2,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 200.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 8,000.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 800.00
GRAND TOTAL		**$ 10,000.00**

Please do not revise cells C94, C95, C96, C97 or C99 as these are formulas

check TRUE

Carbondale Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ 2,500.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
2. Design Development	Fees-Staff & Consultant time	$ 5,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$ 5,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$ 5,000.00
	Printing, Postage, Shipping	$ 300.00
	Travel, Mileage, Hotel, Meals	$ 500.00
		$ -
TOTAL	Fees-Staff & Consultant time	$ 17,500.00
	Printing, Postage, Shipping	$ 1,200.00
	Travel, Mileage, Hotel, Meals	$ 2,000.00
GRAND TOTAL		**$ 20,700.00**

Please do not revise cells C115, C116, C117, C118 or C120 as these are form

check TRUE

GRAND TOTAL	**$ 65,700.00**

Please do not revise cell C124 as this is a formula

Please attach hourly fee schedules for personne

Interstate Experience Modification Rate applied to Worker's Compensation Policy	**EMR Rate**
2024	0.85
2023	1.16
2022	1.61

General Conditions Fee as a percentage of Cost of the work **9%**
Note: Surety shall not be included in the Conditions Fee

Construction Fee as a percentage of the Cost of the Work **4%**

Change Order Fees	% of the cost
.1 For the Contractor, for Work performed by the Contractor's own forces	**8%**
.2 For the Contractor, for Work performed by the Contractor's Subcontractor	**8%**
.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces,	**To be determined at GMP**
.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors	**To be determined at GMP**

AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, *Construction Manager as Adviser Edition*

AGREEMENT made as of the 14th day of January in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623

and the Architect:
(Name, legal status, address, and other information)

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

for the following Project:
(Name, location, and detailed description)

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

The Owner's Representative also noted as Construction Manager as Adviser
(Name, legal status, and address)

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

The Contractor also known as Construction Manager/General Contractor:
(Name, legal status, address, and other information)

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in the attached Exhibit A Carbondale & Rural Fire Protection District- Request for Proposals- Design Services dated 11/20/25 including Addendum #1 dated 12/5/25 and Addendum #2 dated 12/8/25.
(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Yet to be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

See Exhibit A

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Construction Manager/General Contractor with a Guaranteed Maximum Price

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Chief Rob Goodwin
300 Meadowood
Carbondale, CO 81623
970-963-2491
Email: rgoodwin@carbondalefire.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Owner's Representative
Phil Vaughan Construction Management, Inc.
1038 County Road 323

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Rifle, CO 81650
970-625-5350
Email: phil@pvcmi.com

.2 Land Surveyor:

To be determined

.3 Geotechnical Engineer:

To be determined

(Paragraphs deleted)

.5 Other consultants and Contractors:
(List any other consultants and Contractors retained by the Owner.)

Commissioning Agent- to be determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Barry Gereb
Principal Designer, President
BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621
Phone: 970-948-6709
Email: barry.gereb@bgadaspen.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CTL Thompson, Inc.
234 Center Drive
Glenwood Springs, CO 81601
James Kellogg, P.E.- Senior Principal Engineer
Phone: 970-945-2809
Email: jkellogg@ctlthompson.com

.2 Mechanical and Plumbing Engineering Services and Fire Suppression:

Bighorn Consulting Engineers
386 Indian Road
Grand Junction, CO 81501

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Blaine Buck, P.E.
Phone: 970-241-8709
Email: blaine@bighorneng.com

.3 Electrical Engineer/Lighting Consultant:

Bighorn Consulting Engineers
386 Indian Road
Grand Junction, CO 81501
Blaine Buck, P.E.
Phone: 970-241-8709
Email: blaine@bighorneng.com

.4 Civil Engineering:

CTL Thompson, Inc.
234 Center Drive
Glenwood Springs, CO 81601
James Kellogg, P.E.- Senior Principal Engineer
Phone: 970-945-2809
Email: jkellogg@ctlthompson.com

.5 Fire Station Consulting:

ESCI
4795 Meadow Wood Lane Suite 110
Chantilly, VA 20151
Joe Powers, MPA, CFO, EFO- Managing Director
Phone: 800-757-3724

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which

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are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in A232-2019- General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five hundred thousand dollars ($ 500,000.00) each accident, Five hundred thousand dollars ($ 500,000.00) each employee, and Five hundred thousand dollars ($ 500,000.00) policy limit. The policy shall contain a waiver of subrogation in favor of the Owner.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate, maintained through the statute of limitations..

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

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insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to ongoing operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 Insurance Policies: Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

§ 2.6.10 Failure to Maintain Insurance: Failure on the part of the Architect to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a breach of contract upon which Owner may immediately terminate this contract.

§ 2.6.11 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire without at least 30 days prior written notice to the Owner. An additional certificate evidencing continuation of professional liability coverage shall be submitted with the final Contractor Application for Payment. Information concerning reduction of coverage on account of claims paid under the policy shall be furnished by the Architect with reasonable promptness.

§ 2.6.12 Governmental Immunity: The parties hereto understand and agree that Owner is relying on, and does 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, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to Owner, its officers, or its employees

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, Construction Manager/General Contractor and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager/General Contractor in value analysis and participate in Value Engineering efforts at milestone design stages i.e. Schematic Design, Design Development, 60% Construction Documents and 100% Construction Documents. Value Engineering efforts will be led by the Construction Manager.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

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§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's and Construction Manager/General Contractor review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents a project manual that includes the Conditions of the Contracts for Construction and Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner, Construction Manager and Construction Manager/General Contractor. The Architect shall meet with the Owner, Construction Manager and Construction Manager/General Contractor to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in reviewing and evaluating the Guaranteed Maximum Price proposals prepared by the Construction Manager/General Contractor.

(Paragraphs deleted)

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. A Construction Administration services proposal will be requested from the Architect for each project once the project schedule and timeline has been established by the General Contractor/Construction Manager and has been agreed to by the Project Team.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within a timeline agreed upon by the Owner, Construction Manager, Architect and Construction Manager/General Contractor, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager/General Contractor's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager/General Contractor shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the

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Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

.1 conduct inspections to determine the date of Substantial Completion and the date of final completion;

.2 issue a Certificate of Substantial Completion prepared by the Architect;

.3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

.4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of two years from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner or Not Provided)*
§ 4.1.1.1	Assistance with selection of Construction Manager	Not Provided
§ 4.1.1.2	Programming	Architect
§ 4.1.1.3	Multiple preliminary designs	Not Provided
§ 4.1.1.4	Measured drawings	Not Provided- Exception Headquarters
§ 4.1.1.5	Existing facilities surveys	Not Provided
§ 4.1.1.6	Site evaluation and planning	Land Planning and Permitting Services Not Provided
§ 4.1.1.7	Building Information Model management responsibilities	Not Provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Not Provided
§ 4.1.1.11	Architectural interior design	Not Provided
§ 4.1.1.12	Value analysis	Not Provided
§ 4.1.1.13	Cost estimating	Not Provided
§ 4.1.1.14	On-site project representation	Not Provided
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Not Provided
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect- communication with geotechnical engineer and surveyor
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26	Historic preservation	Not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28	Other services provided by specialty Consultants	Architect- Fire Consulting services
§ 4.1.1.29	Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Evaluation of the qualifications of entities providing bids or proposals;

.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall

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give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;

.2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

.2 One (1) weekly visit to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ( ) inspections for any portion of the Work to determine final completion

.5 The Architect shall review and comment on the Meeting Minutes prepared by the Construction Manager for all Owner/Contractor/ Architect meetings.

.6 The Architect's Mechanical and Electrical Consulting Engineer shall conduct a monthly site visit during construction and issue a report noting progress and any corrections items.

.7 The Architect shall respond to substitution requests as needed, none of which result in substantial revisions to the Contract Documents or extension of the Project Schedule.

.8 The Architect, or their consultants, will endeavor to be present for Contractor led Pre-installation conferences during site visits.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information which is in the possession of the Owner to the Architect in a timely manner when requested of the Owner in writing by the Architect.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in the CRFPD Design Team request for proposals.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign

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portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, as necessary, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Owner.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement.

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The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager/General Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager/General Contractor's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that

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exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service", including the design drawings and specifications that are including in the Guaranteed Maximum Price documents. The Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his/her Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or termination. This nonexclusive license is granted to the Architect along and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his/her attempt to do so. However, nothing in this paragraph shall be construed to preclude Architect from, in turn, assigning to his/hers Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

§ 7.3 If the Owner subsequently reproduces project related documents or creates a derivative work based upon project related documents created by the Architect, where permitted or required by law, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his/her Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be application by the Owner or by a designee of the Owner. The Owner releases the Architect from any liability arising out of the Owner's subsequent reuse of the project related documents created by the Architect without the participation and review of the Architect.

(Paragraph deleted)

§ 7.4 Prior to the Architect providing the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall execute a written agreement setting forth the specific conditions governing the format of such Instruments of Services or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager/General

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Contractor, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for litigation but, in such event, mediation shall proceed in advance of litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Carbondale, Colorado, unless another location is mutually agreed upon. Written Agreements, executed by the Parties, reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2,
(Paragraphs deleted)
litigation proceedings may be conducted in District Court, County of Garfield.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

§ 8.5 Limitation of Liability. To the fullest extent permitted by law, the total liability of the Architect, its officers, directors, employees, agents, and consultants, to the Owner and to all persons and entities claiming through or on behalf of the Owner, for any and all claims, losses, costs, or damages whatsoever arising out of or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to negligence, errors, omissions, or breach of contract, shall not exceed the total limits of liability insurance maintained by the Architect for such claim at the time the claim is made. In no event shall the Architect's liability exceed the proceeds actually available under such applicable insurance policies. The parties acknowledge that the Architect's compensation is based, in part, on this allocation of risk and the insurance limits set forth in Section 2.6.

Owner and Architect agree that the § 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate, maintained through the statute of limitations apply to the following projects:

a. Station 81- Carbondale- Crew Quarters-1st and 2nd floor renovation and upgrades
b. District Headquarters- lower floor renovation
c. Station #82- Redstone- new station

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d. Station #82- Redstone- existing station renovation and addition to convert to workforce housing
e. Marble Workforce Housing
f. Station #85- Missouri Heights- addition

Professional Liability limits will be discussed for any other projects including the Carbondale Workforce Housing Project. Additional costs for the increased Professional Liability limits will be submitted by the Architect to the Owner for consideration.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of undisputed amounts properly due in accordance with this Agreement, the Architect may provide written notice of such failure. If the Owner fails to make payment within seven (7) days of receipt of such notice, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If a termination by the Owner is subsequently determined to be wrongful, such termination shall automatically be converted into a termination for the Owner's convenience.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination

(Paragraphs deleted)

expenses do not include an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Colorado.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
See Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

Design Services and Reimbursable Expenses:

a.	Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades	$78,840.00
b.	District Headquarters-Lower floor renovation and upper floor flooring	$103,940.00
c.	Station #82- Redstone- 5,000 sq. ft. prox. station	$457,230.00
d.	Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing	$203,570.00
e.	Marble Workforce Housing	$185,540.00
f.	Station #85- Missouri Heights- Addition The CTL Thompson civil engineering fees exclude the design of an expanded On-site wastewater system. This fee will be added as a change order.	$254,970.00
g.	Carbondale Workforce Housing	**$1,239,382.00**
	Grand Total:	$2,523,472.00

Construction Administration fees are excluded from the CTL Thompson proposal.

Owner and Architect understand that a portion of the projects noted above may not be completed by the Owner. In the case of projects not initiated by the Owner, Architect shall not be paid for the services shown above. Construction Administration Fees are not included in the fees noted above. As noted in Addendum #1, a Construction Administration services proposal will be requested from the Design Services Team for each project once the project schedule and timeline has been established by the General Contractor/Construction Manager and has been agreed to by the Project Team. If any of the projects are to be factory-built, design fees will be reevaluated and adjusted as the Design Team efforts will be different than a standard field-constructed project.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation on an hourly basis. See Exhibit D- BG Architecture & Design CRFPD Design Proposal dated 12/12/25 for BG Architecture & Design hourly fee schedules and design consultants hourly fee schedules.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

See Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)
Procurement Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit D- BG Architecture & Design CRFPD Design Proposal dated 12/12/25

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

(Paragraphs deleted)

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with an amount not to exceed the amounts shown below by project:

See Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

a. Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades $2,520.00

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b.	District Headquarters-Lower floor renovation and upper floor flooring	$2,260.00
c.	Station #82- Redstone- 5,000 sq. ft. prox. station	$3,280.00
d.	Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing	$2,020.00
e.	Marble Workforce Housing	$2,690.00
f.	Station #85- Missouri Heights- Addition	$2,000.00
g.	Carbondale Workforce Housing	**$3,270.00**
Grand Total:		$18,040.00

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

$0.00

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days of the Owner's Receipt of a valid Application for Payment. Amounts properly due but unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12 % Twelve percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a litigation proceedings.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A- Carbondale & Rural Fire Protection District- Request for Proposals- Design Services dated 11/20/25 including Addendum #1 dated 12/5/25 and Addendum #2 dated 12/8/25

Exhibit B- AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition

Exhibit C-BG Architecture and Design- CRFPD Design Proposal dated 12/12/25

(Paragraphs deleted)

Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Eugene Schilling President	Barry Gereb Principal Designer, President
(Printed name and title)	*(Printed name, title, and license number, if applicable)*

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AIA® Document B132™ – 2019

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Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:58:32 ET on 01/09/2026.

PAGE 1

AGREEMENT made as of the 14th day of January in the year 2026

...

Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623

...

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

...

(Name, location, and detailed description)

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

The Owner's Representative also noted as Construction Manager as Adviser
(Name, legal status, and address)

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650
~~The Construction Manager:~~
The Contractor also known as Construction Manager/General Contractor:

...

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in the attached Exhibit A Carbondale & Rural Fire Protection District- Request for Proposals- Design Services dated 11/20/25 including Addendum #1 dated 12/5/25 and Addendum #2 dated 12/8/25.

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...

See Exhibit A

...

See Exhibit A

...

Yet to be determined

PAGE 3

See Exhibit A

...

Construction Manager/General Contractor with a Guaranteed Maximum Price

...

Chief Rob Goodwin
300 Meadowood
Carbondale, CO 81623
970-963-2491
Email: rgoodwin@carbondalefire.org

...

.1 ~~Construction Manager:~~ Owner's Representative
Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650
970-625-5350
~~*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*~~Email: phil@pvcmi.com

PAGE 4

To be determined

...

To be determined

~~**.4** Civil Engineer:~~

...

Commissioning Agent- to be determined

...

Barry Gereb

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Principal Designer, President
BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621
Phone: 970-948-6709
Email: barry.gereb@bgadaspen.com

...

CTL Thompson, Inc.
234 Center Drive
Glenwood Springs, CO 81601
James Kellogg, P.E.- Senior Principal Engineer
Phone: 970-945-2809
Email: jkellogg@ctlthompson.com

.2 Mechanical ~~Engineer:~~ and Plumbing Engineering Services and Fire Suppression:

Bighorn Consulting Engineers
386 Indian Road
Grand Junction, CO 81501
Blaine Buck, P.E.
Phone: 970-241-8709
Email: blaine@bighorneng.com

PAGE 5

~~**.3** Electrical Engineer:~~
.3 Electrical Engineer/Lighting Consultant:

Bighorn Consulting Engineers
386 Indian Road
Grand Junction, CO 81501
Blaine Buck, P.E.
Phone: 970-241-8709
Email: blaine@bighorneng.com

.4 Civil Engineering:

CTL Thompson, Inc.
234 Center Drive
Glenwood Springs, CO 81601
James Kellogg, P.E.- Senior Principal Engineer
Phone: 970-945-2809
Email: jkellogg@ctlthompson.com

.5 Fire Station Consulting:

ESCI
4795 Meadow Wood Lane Suite 110
Chantilly, VA 20151
Joe Powers, MPA, CFO, EFO- Managing Director
Phone: 800-757-3724

PAGE 6

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in ~~AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as~~

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~~Adviser.~~ A232-2019- General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. The Architect shall not be responsible for actions taken by the Construction Manager.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering ~~vehicles owned, and~~ non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than Five hundred thousand dollars ($ 500,000.00) each accident, Five hundred thousand dollars ($ 500,000.00) each employee, and Five hundred thousand dollars ($ 500,000.00) policy limit. The policy shall contain a waiver of subrogation in favor of the Owner.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~($) per claim and ($) in the aggregate.~~Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate, maintained through the statute of limitations..

...

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to ~~both~~ ongoing ~~and completed~~ operations.

PAGE 7

§ 2.6.9 Insurance Policies: Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

§ 2.6.10 Failure to Maintain Insurance: Failure on the part of the Architect to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a breach of contract upon which Owner may immediately terminate this contract.

§ 2.6.11 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire without at least 30 days prior written notice to the Owner. An additional certificate evidencing continuation of professional liability coverage shall be submitted with the final Contractor Application for Payment. Information concerning reduction of coverage on account of claims paid under the policy shall be furnished by the Architect with reasonable promptness.

§ 2.6.12 Governmental Immunity: The parties hereto understand and agree that Owner is relying on, and does 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, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to Owner, its officers, or its employees

...

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, Construction Manager/General Contractor and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

PAGE 8

§ 3.1.8 The Architect shall assist the Owner and Construction Manager/General Contractor in value analysis and participate in Value Engineering efforts at milestone design stages i.e. Schematic Design, Design Development, 60% Construction Documents and 100% Construction Documents. Value Engineering efforts will be led by the Construction Manager.

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's and Construction Manager/General Contractor review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

...

§ 3.4.3 During the development of the Construction ~~Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4)~~ Documents a project manual that includes the Conditions of the Contracts for Construction and ~~Specifications, and may include bidding requirements and sample forms.~~Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the ~~Owner and the Construction Manager.~~ Owner, Construction Manager and Construction Manager/General Contractor. The Architect shall meet with the Owner, Construction Manager and Construction Manager/General Contractor to review the Construction Documents.

...

The Architect shall assist the Owner and Construction Manager in ~~establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.~~reviewing and evaluating the Guaranteed Maximum Price proposals prepared by the Construction Manager/General Contractor.

~~**§ 3.5.2 Competitive Bidding**~~

~~**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by~~

- ~~**.1** facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~**.2** organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~**.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and~~

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~~.4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

~~**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

~~**§ 3.5.3 Negotiated Proposals**~~
~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~**§ 3.5.3.2** The Architect shall assist the Owner and Construction Manager in obtaining proposals by:~~
~~.1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;~~
~~.2 organizing and participating in selection interviews with prospective Contractors;~~
~~.3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and~~
~~.4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 10

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. ~~If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~A Construction Administration services proposal will be requested from the Architect for each project once the project schedule and timeline has been established by the General Contractor/Construction Manager and has been agreed to by the Project Team.

PAGE 11

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within ~~seven days after the Architect receives an application for payment forwarded from the Construction Manager,~~ a timeline agreed upon by the Owner, Construction Manager, Architect and Construction Manager/General Contractor, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

~~.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.~~

...

§ 3.6.4.1 The Architect shall review the Construction ~~Manager's~~ Manager/General Contractor's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction ~~Manager~~ Manager/General Contractor shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and ~~Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect.~~ Samples. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 3.6.4.4 ~~After receipt of the Construction Manager's recommendations, and subject~~ Subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

PAGE 12

.2 issue a Certificate of Substantial Completion prepared by the ~~Construction Manager;~~Architect;

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of ~~one year~~ two years from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

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§ 4.1.1.1	Assistance with selection of Construction Manager	Not Provided
§ 4.1.1.2	Programming	Architect
§ 4.1.1.3	Multiple preliminary designs	Not Provided
§ 4.1.1.4	Measured drawings	Not Provided- Exception Headquarters
§ 4.1.1.5	Existing facilities surveys	Not Provided
§ 4.1.1.6	Site evaluation and planning	Land Planning and Permitting Services Not Provided
§ 4.1.1.7	Building Information Model management responsibilities	Not Provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Not Provided
§ 4.1.1.11	Architectural interior design	Not Provided
§ 4.1.1.12	Value analysis	Not Provided
§ 4.1.1.13	Cost estimating	Not Provided
§ 4.1.1.14	On-site project representation	Not Provided
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Not Provided
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided

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§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect- communication with geotechnical engineer and surveyor
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26	Historic preservation	Not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28	Other services provided by specialty Consultants	Architect- Fire Consulting services
§ 4.1.1.29	Other Supplemental Services	Not provided

PAGE 15

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

.2 ~~( ) visits~~ One (1) weekly visit to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ( ) inspections for any portion of the Work to determine final completion

.5 The Architect shall review and comment on the Meeting Minutes prepared by the Construction Manager for all Owner/Contractor/ Architect meetings.

.6 The Architect's Mechanical and Electrical Consulting Engineer shall conduct a monthly site visit during construction and issue a report noting progress and any corrections items.

.7 The Architect shall respond to substitution requests as needed, none of which result in substantial revisions to the Contract Documents or extension of the Project Schedule.

.8 The Architect, or their consultants, will endeavor to be present for Contractor led Pre-installation conferences during site visits.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information ~~in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~which is in the possession of the Owner to the Architect in a timely manner when requested of the Owner in writing by the Architect.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in ~~AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.~~the CRFPD Design Team request for proposals.

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§ 5.5 The Owner shall furnish surveys to describe physical characteristics, as necessary, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions,

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boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Owner.

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§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's Manager/General Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's Manager/General Contractor's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service", including the design drawings and specifications that are including in the Guaranteed Maximum Price documents. The Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his/her Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or termination. This nonexclusive license is granted to the Architect along and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his/her attempt to do so. However, nothing in this paragraph shall be construed to preclude Architect from, in turn, assigning to his/hers Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.If the Owner subsequently reproduces project related documents or creates a derivative work based upon project related documents created by the Architect, where permitted or required by law, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his/her Consultants. However, if required by law, such identification

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with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be application by the Owner or by a designee of the Owner. The Owner releases the Architect from any liability arising out of the Owner's subsequent reuse of the project related documents created by the Architect without the participation and review of the Architect.

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 ~~Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~Prior to the Architect providing the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall execute a written agreement setting forth the specific conditions governing the format of such Instruments of Services or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

...

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction ~~Manager,~~ Manager/General Contractor, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for ~~binding dispute resolution~~ litigation but, in such event, mediation shall proceed in advance of ~~binding dispute resolution~~ litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in ~~the place where the Project is located,~~ Carbondale, Colorado, unless another location is mutually agreed upon. ~~Agreements~~ Written Agreements, executed by the Parties, reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, ~~the method of binding dispute resolution shall be the following:~~
~~*(Check the appropriate box.)*~~

~~[–] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[–] Litigation in a court of competent jurisdiction~~

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[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.litigation proceedings may be conducted in District Court, County of Garfield.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.5 Limitation of Liability. To the fullest extent permitted by law, the total liability of the Architect, its officers, directors, employees, agents, and consultants, to the Owner and to all persons and entities claiming through or on behalf of the Owner, for any and all claims, losses, costs, or damages whatsoever arising out of or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to negligence, errors, omissions, or breach of contract, shall not exceed the total limits of liability insurance maintained by the Architect for such claim at the time the claim is made. In no event shall the Architect's liability exceed the proceeds actually available under such applicable insurance policies. The parties acknowledge that the Architect's compensation is based, in part, on this allocation of risk and the insurance limits set forth in Section 2.6.

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Owner and Architect agree that the § 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate, maintained through the statute of limitations apply to the following projects:

a. Station 81- Carbondale- Crew Quarters-1st and 2nd floor renovation and upgrades
b. District Headquarters- lower floor renovation
c. Station #82- Redstone- new station
d. Station #82- Redstone- existing station renovation and addition to convert to workforce housing
e. Marble Workforce Housing
f. Station #85- Missouri Heights- addition

Professional Liability limits will be discussed for any other projects including the Carbondale Workforce Housing Project. Additional costs for the increased Professional Liability limits will be submitted by the Architect to the Owner for consideration.

§ 9.1 If the Owner fails to make payments to the Architect of undisputed amounts properly due in accordance with this Agreement, the Architect may provide written notice of such failure. If the Owner fails to make payment within seven (7) days of receipt of such notice, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If a termination by the Owner is subsequently determined to be wrongful, such termination shall automatically be converted into a termination for the Owner's convenience.

...

.1 Termination ~~Fee:~~

~~**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

expenses do not include an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~State of Colorado.

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See Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

~~**.1** Stipulated Sum~~Design Services and Reimbursable Expenses:

~~*(Insert amount)*~~

a. Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades $78,840.00

b. District Headquarters-Lower floor renovation and upper floor flooring $103,940.00

~~**.2** Percentage Basis~~

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~~*(Insert percentage value)*~~c. Station #82- Redstone- 5,000 sq. ft. prox. station $457,230.00

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~d. Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing $203,570.00

e. Marble Workforce Housing $185,540.00

f. Station #85- Missouri Heights- Addition $254,970.00
The CTL Thompson civil engineering fees exclude the design of an expanded On-site wastewater system. This fee will be added as a change order.

g. Carbondale Workforce Housing **$1,239,382.00**

Grand Total: $2,523,472.00

Construction Administration fees are excluded from the CTL Thompson proposal.

~~**.3** Other~~

~~*(Describe the method of compensation)*~~Owner and Architect understand that a portion of the projects noted above may not be completed by the Owner. In the case of projects not initiated by the Owner, Architect shall not be paid for the services shown above.
Construction Administration Fees are not included in the fees noted above. As noted in Addendum #1, a Construction Administration services proposal will be requested from the Design Services Team for each project once the project schedule and timeline has been established by the General Contractor/Construction Manager and has been agreed to by the Project Team. If any of the projects are to be factory-built, design fees will be reevaluated and adjusted as the Design Team efforts will be different than a standard field-constructed project.

...

Not applicable

...

Compensation on an hourly basis. See Exhibit D- BG Architecture & Design CRFPD Design Proposal dated 12/12/25 for BG Architecture & Design hourly fee schedules and design consultants hourly fee schedules.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:
PAGE 23

See Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

...

See Exhibit D- BG Architecture & Design CRFPD Design Proposal dated 12/12/25

...

~~**.3** Permitting and other fees required by authorities having jurisdiction over the Project;~~

.5 Postage, handling, and delivery;
~~**.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~**.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

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~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

~~.9 All taxes levied on professional services and on reimbursable expenses;~~

~~.10 Site office expenses;~~

~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

~~.12 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (%) of the expenses incurred.~~with an amount not to exceed the amounts shown below by project:

See Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

a.	Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades	$2,520.00
b.	District Headquarters-Lower floor renovation and upper floor flooring	$2,260.00
c.	Station #82- Redstone- 5,000 sq. ft. prox. station	$3,280.00
d.	Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing	$2,020.00
e.	Marble Workforce Housing	$2,690.00
f.	Station #85- Missouri Heights- Addition	$2,000.00
g.	Carbondale Workforce Housing	**$3,270.00**
Grand Total:		$18,040.00

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$0.00

...

§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable ~~upon presentation of the Architect's invoice. Amounts unpaid (~~within thirty (30) days of the Owner's Receipt of a valid Application for Payment. Amounts properly due but unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~% ~~12 % Twelve percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a ~~binding dispute resolution proceeding.~~ litigation proceedings.

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~~[–]~~ ~~AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:~~Exhibit A- Carbondale & Rural Fire Protection District- Request for Proposals- Design Services dated 11/20/25 including Addendum #1 dated 12/5/25 and Addendum #2 dated 12/8/25

Exhibit B- AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition

~~*(Insert the date of the E235-2019 incorporated into this Agreement.)*~~

Exhibit C-BG Architecture and Design- CRFPD Design Proposal dated 12/12/25

~~[–]~~ ~~Other Exhibits incorporated into this Agreement:~~

~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*~~

Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

...

Eugene Schilling President

Barry Gereb Principal Designer, President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Philip B. Vaughan- President- Phil Vaughan Construction Management, Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:58:32 ET on 01/09/2026 under Order No. 2114456543 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A- Carbondale & Rural Fire Protection District- Request for Proposals- Design Services dated 11/20/25 including Addendum #1 dated 12/5/25 and Addendum #2 dated 12/8/25

Exhibit B- AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition

Exhibit C-BG Architecture and Design- CRFPD Design Proposal dated 12/12/25

(Paragraphs deleted)

Exhibit D- BG Architecture and Design- 12/12/25 Design Fee Worksheet

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Eugene Schilling President	Barry Gereb Principal Designer, President
(Printed name and title)	*(Printed name, title, and license number, if applicable)*

Init.
/

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EXHIBIT A

Carbondale & Rural Fire Protection District

REQUEST FOR PROPOSALS- DESIGN SERVICES

November 20, 2025

CLOSING DATE: Friday, December 12, 2025 at 5:00 p.m. Mountain Time

Rob Goodwin-Chief
Carbondale & Rural Fire Protection District
301 Meadowood Drive
Carbondale, CO 81623
Email :rgoodwin@carbondalefire.org
Ph: 970.963.2491

Mr. Phil Vaughan
Owner's Representative
President-Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650
O.(970) 625-5350
C. (970) 379-0428
Email: phil@pvcmi.com

REQUEST FOR PROPOSALS

The Carbondale & Rural Fire Protection District is accepting proposals for design services for a series of capital construction and facilities projects for the Carbondale and Rural Fire Protection District ("CRFPD" or the "District"). CRFPD intends to award this contract to a qualified firm based on expertise, qualifications and cost.

Proposals are due on Friday, December 12, 2025 at 5:00 p.m. Mountain Time.

A Mandatory pre-proposal conference will be conducted for this project on Tuesday, December 2, 2025 at 9:00 a.m. Mountain Time at the CRFPD District Headquarters- 301 Meadowood Drive Carbondale, CO 81623.

CRFPD reserves the right to reject any or all Proposals or accept what is, in its judgment, the Proposal which is in CRFPD's best interest. CRFPD further reserves the right, in the best interests of the CRFPD, to waive any technical defects or irregularities in any and all Proposals submitted.

The Proposal must be emailed to Chief Rob Goodwin at rgoodwin@carbondalefire.org and Phil Vaughan at phil@pvcmi.com with the subject line **"CRFPD- Design Proposal"**.

Discussion may be conducted with responsible offerors who submit Proposals determined to be reasonably susceptible to be selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements.

In addition to price, the criteria set forth in this document will be considered in judging which Proposal may be deemed to be in the best interests of CRFPD.

Any and all of the documents that are submitted to the CRDPD may be deemed public records subject to examination and inspection by third parties. The CRFPD reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal or other writing submitted pursuant to this request.

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INTRODUCTION

CRFPD's 2025 to 2029 Strategic Plan identified several areas of capital improvement that needed to be addressed in a timely manner. In November of 2025, District voters approved a bond and an increase in district sales tax and property taxes for Fire Protection, Emergency Medical Response, Rescue, Safety and support services.

Facilities Construction/Renovation includes:

• **Station 81 – Carbondale** 300 Meadowood Drive Carbondale, CO 81623	Crew Quarters- 1st and 2nd floor renovation and upgrades. Estimated timeline for design and construction: 2026
• **District Headquarters** 301 Meadowood Drive Carbondale, CO 81623	Lower floor renovation and upper floor flooring Estimated timeline for design and construction: 2026
• **Station 82 – Redstone** Address: TBD Redstone, CO 81623	Construction of a new 5,000 sq. ft. fire station Estimated timeline for property acquisition and design: 2026 Estimated construction: 2027
• **Station 82 – Redstone** 1085 Redstone Blvd. Redstone, CO 81623	Renovation and an addition to the existing fire station to convert to Workforce Housing. Estimated timeline for design: 2026 Estimated construction: 2028
• **Marble Workforce Housing** Address: TBD Marble, CO 81623	Construction of Workforce Housing- 4 units Estimated timeline for property acquisition and design 2026/2027 Estimated construction: 2028
• **Station 85 – Missouri Heights** 6986 County Road 100 Carbondale, CO 81623	Addition onto the existing station to include Crew Quarters and 4 units of Workforce Housing. Estimated timeline for property acquisition and design: 2026/2027 Estimated construction: 2028
• **Carbondale Workforce Housing** Address: TBD Carbondale, CO 81623	3 story structure with basement. 66 dwelling units. Estimated timeline for property acquisition and design: 2027 Estimated construction: 2028/2029

The Owner's Representative, Design Team and Construction Manager/General Contractor will work directly with the Board of Director's Capital Projects Subcommittee and District Staff.

Each facility to be constructed/renovated may have an individual building committee made up of interested staff and volunteers to provide feedback on programming and building configuration.

The District has contracted with Phil Vaughan Construction Management, Inc. to serve as the Owner's Representative for the projects.

The following professional services are to be provided by the Owner's Representative;
1. Assist in preparing an RFP for Professional Design and Engineering Services.
2. Assist in the selection of the Architect/Design Team.
3. Assist in negotiating a suitable Agreement with the Architect.
3. Coordinate and documenting meetings, communications and decisions made by the Architect, District Staff and building committees in programming the various facilities.
4. Assist in preparing an RFP for General Contractor selection.
5. Assist in negotiating a suitable Agreement with the General Contractor.
6. Prepare an overall master schedule for capital facilities programming, design, construction documentation, bidding and negotiation, building construction, FF&E, and final occupancy.
7. Manage and document all project meetings during construction.
8. Provide and document digital photo logs of construction progress.
9. Monitor CM/GC Requests for Information.
10. Monitor CM/GC Change in Work Requests.
11. Review CM/GC Change Orders and Applications for Payment.
12. Document management and control, including all construction and construction administration documents, correspondence, permitting and inspection results and as-built record documents.
13. Coordinate commissioning services.
14. Perform project closeout services.
15. Provide support for logistics of moving and storing items during construction.

The District intends to retain the services of a geotechnical engineer to provide a geotechnical investigation and materials testing for use by the Design Team.

A yet to be named surveyor will be providing existing conditions surveys for each of the project sites in a direct contract with the CRFPD for use by the Design Team.

The District intends to retain the services of a team of design professionals to
- Assistance with facility programming
- Building design and engineering
- Construction documents
- Construction administration

The District also intends to retain the services of a Construction Manager/General contractor to provide pre-construction services including:
- Construction cost estimating
- Consultation on system evaluation and selection
- General project scheduling

The District intends to retain the services of a Commissioning Agent for mechanical and electrical systems.

It is intended that the selected Construction Manager/General Contractor will serve as Construction Manager/General Contractor for all of the facilities construction projects and will organize and obtain competitive bids for subcontract work.

General project schedules are noted above for each project. The final Master Schedule will be determined via coordination and communication between the CRFPD, Owner's Representative, Construction Manager/General Contractor and the Design Team.

PROJECT GOAL AND OBJECTIVES

Goal: Renovate and construct facilities in conformance with the CRFPD Mission Statement, CRFPD Vision Statement, project contract documents, Master Schedule and the CRFPD budget goals.

Objectives:
1. Usability – Design both remodel and new buildings to provide modern service levels.

2.Program – Function efficiently and practically into the future.

3.Cost – Comprehensive cost analysis and budget tracking throughout the project design process to keep the CRFPD informed.

4.Design Schedule – ensure design progresses promptly, with due public process and input and regular CRFPD Board of Director updates for decision points.

5.Construction Impact – Develop a viable construction phasing and sequencing plan that maximizes construction efficiency while minimizing the impact of construction on CRFPD operations and residents.

6.Quality – Specify high-quality building materials and systems that deliver comfortable, reliable, durable, efficient and sustainable products.

7.Sustainability – Sustainability in product specification and ongoing operations will be an important goal in the approved design.

8.Safety – Adopt and implement a safety program that provides a safe construction environment for all workers, CRFPD personnel, visitors and the public.

9.Planning – lead the permit and approval process. Owner's Representative responsibility.

10.Work collaboratively – With all Team Members, Stakeholders and the CRFPD to optimize efficiencies.

11.Stakeholder Participation – Adopt and implement a comprehensive stakeholder review process with a detailed schedule that solicits extensive user group input and effectively incorporates feedback into the design and construction plan.

SCOPE OF WORK

• **Station 81 – Carbondale** 300 Meadowood Drive Carbondale, CO 81623	Crew Quarters- 1st and 2nd floor renovation and upgrades. Exterior window replacement and acoustical treatment at interior of crew quarters walls facing Highway 133. Remove and replace exterior siding at East and South elevations. Electrical- upgrade electrical receptacles and switches. Upgrade all light fixtures to LED. Mechanical systems- utilize existing system and renovate supply and return ducts to serve new configurations. Plumbing systems- upgrade plumbing fixtures. Wet-pipe fire sprinkler system- renovate to accommodate renovation work. Estimated timeline for design and construction: 2026
• **District Headquarters** 301 Meadowood Drive Carbondale, CO 81623	Lower floor- Training classroom construction including partitions, electrical, audio-visual, mechanical and sound attenuation. The mechanical ductwork in the lower floor requires re-design to allow for ceiling height increases and reduction in mechanical system noise. Electrical- upgrade electrical receptacles and switches. Upgrade all light fixtures to LED. Mechanical systems- utilize existing system and renovate supply and return ducts to serve new configurations. Plumbing systems- renovation. Wet-pipe fire sprinkler system- renovate to accommodate renovation work. Upper floor- flooring replacement. Acoustical attenuation systems in the hallways and conference/training rooms. Estimated timeline for design and construction: 2026
• **Station 82 – Redstone** Address: TBD	Construction of a 5,000 sq. ft. (prox.) fire station. 4 apparatus bays, Bunker Gear, Day Room, Training Room, Fitness Room, 1 office, 2 public restrooms, Crew Quarters- 4 personnel including restrooms/bathing facilities and mechanical Room. Pre-engineered steel construction. Site planning to include utility planning and design to include electrical, natural gas, potable water and sanitary sewer. Estimated timeline for property acquisition and design: 2026 Estimated construction: 2027

• **Station 82 – Redstone** 1085 Redstone Blvd. Redstone, CO 81623	Renovation and an addition to the existing fire station to convert to Workforce Housing. Renovation of the existing residential area on the 2nd floor. Renovation of the existing training room and apparatus bays on the first floor to Workforce Housing. Estimated timeline for design: 2026 Estimated construction: 2028
• **Marble Workforce Housing** Address: TBD Marble, CO 81623	Construction of Workforce Housing- 4 units Estimated timeline for property acquisition and design 2026/2027
• **Station 85 – Missouri Heights** 6986 County Road 100 Carbondale, CO 81623	Addition onto the existing station to include Crew Quarters 4 personnel including restrooms/bathing facilities, mechanical room and 4 units of workforce housing as well. Site planning to include utility planning to include evaluation of the existing electrical, potable water (existing water well) and on-site wastewater treatment system. Estimated timeline for property acquisition and design: 2026/2027 Estimated construction: 2028
• **Carbondale Workforce Housing** Address: TBD Carbondale, CO 81623	3 story structure with basement. 66 dwelling units. Please see the attachment CRFPD- Multi-Family Preliminary Layouts dated 4/10/25. Estimated timeline for property acquisition and design: 2027 Estimated construction: 2028/2029

GENERAL PROPOSAL REQUIREMENTS

All proposals must include the following documents:

Please see the Proposal Submission and Format section below for a comprehensive list of submittals.

PROPOSAL PROCESS

A Mandatory pre-proposal conference <u>will be</u> conducted for this project on Tuesday, December 2, 2025 at 9:00 a.m. Mountain Time at the CRFPD District Headquarters- 301 Meadowood Drive Carbondale, CO 81623.

Proposals are due before **Friday, December 12, 2025 at 5:00 p.m. Mountain Time** at which time the proposals will be opened and reviewed. Upon receipt of proposals, Phil Vaughan will evaluate proposals and will submit a recommendation to the CRFPD for their consideration.

PROCUREMENT TIMELINE

CRFPD estimates the following procurement timeline and reserves the right to modify it at any time.

RFP Issued	November 20, 2025
Mandatory Pre-Proposal Conference	December 2, 2025 at 9 a.m.
RFP Questions Close	December 5, 2025 at 5 p.m.
RFP Questions Reply	December 8, 2025
Proposals Due	December 12, 2025 at 5:00 p.m.- Mountain Time
Evaluation period	December 13 to December 22, 2025
Notifications to Offerors	December 23, 2025

QUESTIONS

Questions may be submitted directly to Phil Vaughan phil@pvcmi.com. Questions received, answers and other clarifications will be distributed to all Offerors via email.

PROPOSAL SUBMISSION AND FORMAT

The electronic submittal must be compiled into one single pdf file and should be reduced to less than 15MB file size.

The Proposal must be emailed to Chief Rob Goodwin at rgoodwin@carbondalefire.org and Phil Vaughan phil@pvcmi.com with the subject line **"CRFPD- Design Proposal"**.

Proposals must be received by **December 12, 2025 at 5:00 p.m.- Mountain Time.**

Format

Section 1 Introduction

Introduce Architectural firm and key staff who would be assigned to this project. Include contact person name, phone number and email address for purposes of this procurement process.

Section 2 Qualifications and Experience

List Architectural firm's previous experience with similar experience. Include the name, address, phone number and email for sub-consultants who will be retained to work on this project with you.

A. Surveyor-TBD- to be hired direct by the CRFPD to conduct these services under a separate contract.

B. Geotechnical Investigation/Materials Testing-TBD to be hired direct by the CRFPD to conduct these services under a separate contract.

C. Land Use Permitting- TBD to be hired direct by the CRFPD to conduct these services under a separate contract.

D. Property Identification and Acquisition- TBD to be hired direct by the CRFPD to conduct these services under a separate contract.

E. Civil Engineering and on-site wastewater system design

F. Structural design

G. Mechanical design

H. Electrical design/lighting consulting

I. Fire Station Consultant

Section 3 Approach to Project

Include a complete scope of work for Architectural, Civil Engineering, Structural Design, Mechanical Design, Electrical Design/Lighting Consulting, Fire Station Consulting
Work scope includes preparation of drawings and a project manual (3 part specifications in Construction Specifications Institute Master Format (Divisions 01 through 48 as applicable).
Design and specifications shall be in conformance with the following:

A. Station 81 – Carbondale renovation and upgrades.
   Town of Carbondale building codes:
   https://www.carbondalegov.org/departments/building/building_permits_and_requirements.php
B. District Headquarters- Lower floor renovation and upper floor flooring Town of Carbondale building codes:
   https://www.carbondalegov.org/departments/building/building_permits_and_requirements.php
C. Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
   Pitkin County building codes:
   https://pitkincounty.com/192/Building
D. Station 83 – Marble-Construction of a 5,000 sq. ft. (prox.) fire station.
   Town of Marble building codes:
   https://www.townofmarble.com/community-development.html
E. Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
   Garfield County building codes:
   https://www.garfieldcountyco.gov/community-development/codes-and-requirements/
F. Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units.
   Carbondale building codes:
   https://www.carbondalegov.org/departments/building/building_permits_and_requirements.php

Drawings will be prepared for review and approval by the CRFPD and for budget preparation by the Construction Manager/General Contractor.

1. **Schematic Design**

   Design Team duties:

   •Integration of design input from all team members
   •Confirm user experience of building as it relates to project goals
   •Form, adjacencies and spatial relationships of the project
   •Coordinate selection of major building systems and performance requirements
   •Regulatory requirements for the building (i.e.: fire/life safety plan)
   •Sustainability targets and proposed systems
   •Outline or Performance Specification
   •Refinement of design schedule
   •Selecting major building systems and setting performance requirements
   •Locate major pieces of equipment and routing in the project
   •Identify unique conditions that need to be addressed in the next phase as the systems are being detailed
   •Validate lead times for long-lead items
   •Final analysis of construction systems selected

   Projects:

   • Station 81 – Carbondale renovation and upgrades.
   • District Headquarters- Lower floor renovation and upper floor flooring
   • Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
   • Station 82 – Redstone-Renovation of the existing fire station to workforce housing
   • Marble Workforce Housing
   • Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
   • Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units.

2. **Design Development**

   •Coordinate and integrate input from project stakeholders and ensure compliance with project requirements
   •Detail concept ideas into constructible form
   •Code compliance
   •Complete design of building systems
   •Estimating and cost containment
   •Verify system performance
   •Final analysis and recommendation on construction systems

   Projects:

   • Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
   • Station 82 – Redstone-Renovation of the existing fire station to workforce housing
   • Marble Workforce Housing
   • Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
   • Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units.

3. Construction Documents

•Finalize design model for architecturally related design intent for construction
•Provide detailed construction drawings for fabrication and construction of project scope
•Finalize specifications
•Provide drawings for CM/GC Guaranteed Maximum Price and building permit
•Respond to building permit questions and answers
•Respond to CM/GC suggestions/alternates/means and methods approaches
•Amend drawings as necessary for building permit, VE and alternates

Projects:

A. 60% Construction Documents Construction Estimate Preparation for:
   • Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
   • Station 82 – Redstone-Renovation of the existing fire station to workforce housing
   • Marble Workforce Housing
   • Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
   • Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units

B. 100% Construction Documents- Guaranteed Maximum Price (GMP) Preparation for:
   • Station 81 – Carbondale renovation and upgrades.
   • District Headquarters- Lower floor renovation and upper floor flooring
   • Station 82 – Redstone-Construction of a 5,000 sq. ft. (prox.) fire station
   • Station 82 – Redstone-Renovation of the existing fire station to workforce housing
   • Marble Workforce Housing
   • Station 85 – Missouri Heights- Addition onto the existing station to include Crew Quarters
   • Carbondale Workforce Housing- Carbondale-3 story structure with basement. 66 dwelling units.

4. Construction Administration & Closeout

•Overall responsibility for Construction Contract Administration from a design perspective
•Respond to RFI's and processing of submittals as required to support trades not part of the initial design activities
•Coordinate RFI and submittal responses from all design consultants
•Review and certify change orders and pay applications
•Coordinate any changes due to field conditions not foreseen in the project drawings
•Issue design change documents as required to respond to latent conditions and/ or owner-directed changes
•Review change requests to confirm entitlement
•Work with CM/GC to ensure the construction is proceeding in conformance with design intent
•Issue substantial and final completions documents
•Work with owner on user needs to use the BIM for life cycle benefit.
•Observe construction to enable confirmation that construction is consistent to the design documents. Weekly project meetings will be conducted on-site.

•Carry out Construction Administration activities per AIA B132-2019 conditions of contract
• 22 months after issuance of Certificate of Substantial Completion, for each project, walk-through with the CM/GC, CRFPD and Owner's Representative to review warranty items and prepare a list of warranty items for correction by the CM/GC.

Section 4 References

Include a minimum of five references that include project name, year work completed, contact name, phone number and email address.

Section 5 Fee Proposal and Schedule

***Complete the attached 11/20/25 CRFPD Design Fee Worksheet and provide breakout by building and by Schematic Design, Design Development, Construction Documents and Construction Administration & Closeout.**

Please illustrate the billing rates associated with each individual or role and the amount of effort by each so that it will be clear how the overall pricing in the fee worksheet has been built up to reach the total for the proposal. Clearly identify all categories of reimbursable expenses, their proposed percentage of markup, and anticipated cost. CRFPD expects to include the reimbursable amount proposed in the final contract as a top-set to be billed against. Proposers are to assume detailed backup of reimbursable costs will be required with each invoice.

EVALUATION CRITERIA

CRFPD reserves the right to select the Offeror that it deems, in its sole discretion, to have presented a proposal that is in the best interests of CRFPD. Evaluation criteria may include and are not necessarily limited to:

Firm Experience: 35%
•Experience with Similar Facilities
•Team Leader experience

Project Approach: 35%
•Understanding of Project Scope
•Alignment with Project goals
•Schedule & Approach of project
•Team Coordination and Appointed Team Members

Fees & Schedule: 30%
•Clear cost delineation for each phase
•Ability to meet schedule

INTERVIEWS

CRFPD reserves the right to interview respondents to clarify proposals as deemed necessary. Notice will be provided when appropriate.

SELECTION / POST-SELECTION PROCESS

Offerors will be notified if their proposal is selected as a finalist. Specific terms may be created for any engagement, depending upon the nature of the selected proposal. Upon complete vetting of the selected Offeror proposal (and any negotiated additions, deletions, modifications), and upon execution of a negotiated contract agreement and associated notice to proceed, Offeror will be expected to promptly initiate work.

CONTRACT/LEGAL

The selected Offeror will be required to execute and perform work subject to AIA Document B132-2019- Standard Form of Agreement between Owner and Architect, Construction Manager as Adviser Edition and AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition as agreed upon by CRFPD and the Proposer.

REFERENCE AND SUPPORTING DOCUMENTS

All of the documents below can be downloaded from Dropbox by Offerors using the link below:
https://www.dropbox.com/scl/fo/om015ss2ksu31gvqx68qv/AP0VMtgz1MZ4yPgAIMs-Y4o?rlkey=yjf7fecy4t26hygoo47cu3xel&st=0mvdympg&dl=0

•Supplement 1- Station #81- Carbondale

A. CRFPD- District Office and Training Center Site Plan- Rev. 2 dated 3/29/2006
B. CRFPD- Station #81 drawings- Yet to be added to Dropbox.
C. CRFPD- Station #81 conformed drawings dated 8/16/2024
D. CRFPD- Station #81 conformed civil drawings dated 5/6/2024

• Supplement 2- District Headquarters- Lower floor renovation and upper floor flooring

A. CRFPD- District Office and Training Center Site Plan- Rev. 2 dated 3/29/2006
B. CRFPD- District Headquarters drawings- Yet to be added to Dropbox.

• Supplement 3 – Station 85- Missouri Heights- Addition onto the existing station to include Crew Quarters

A. CRFPD- Station 85- Missouri Heights site plan and drawings- Yet to be added to Dropbox.

• Supplement 4- Workforce Housing- Carbondale

A. CRFPD- Multi-Family Preliminary Layouts dated 4/10/25

• Supplement 5- CRFPD Informational Documents

A. CRFPD- Mission Statement
B. CRFPD- Vision Statement

- Supplement 7- Draft Contract Documents

    A. AIA Document B132-2019- Standard Form of Agreement between Owner and Architect, Construction Manager as Adviser Edition

    B. AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition

- Supplement 8- Station 82- Redstone Drawings-Yet to be added to Dropbox.

END OF INVITATION TO BID

November 20, 2025 Revision
Design Fee Worksheet

Firm Name Date

Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C13, C14, C15, C16 or C18 as these are formulas.

check TRUE

District Headquarters-Lower floor renovation and upper floor flooring		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C29, C30, C31, C32 or C34 as these are formulas.

check TRUE

Station #82- Redstone- 5,000 sq. ft. prox. station		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C52, C53, C54, C55 or C57 as these are formulas.

check TRUE

Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

check TRUE

Marble Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C73, C74, C75, C76 or C78 as these are formulas.

check TRUE

Station #85- Missouri Heights- Addition		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C94, C95, C96, C97 or C99 as these are formulas.

check TRUE

Carbondale Workforce Housing		
1. Schematic Design	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
2. Design Development	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
3. Construction Documents 60%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
4. Construction Documents 100%	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
		$ -
TOTAL	Fees-Staff & Consultant time	$ -
	Printing, Postage, Shipping	$ -
	Travel, Mileage, Hotel, Meals	$ -
GRAND TOTAL		$ -

Please do not revise cells C115, C116, C117, C118 or C120 as these are for

check TRUE

GRAND TOTAL	$ -

Please do not revise cell C124 as this is a formula

Please attach hourly fee schedules for personnel

Carbondale & Rural Fire Protection District

Request for Proposals- Design Services

Addendum #1

Date of Issue: December 5, 2025

SUMMARY:

Addendum #1 provides clarifications discussed during the Mandatory pre-proposal conference that was held on December 2, 2025.

The following revisions, clarifications, additions and/or deletions are hereby made a part of the Contract Documents and plans for the above referenced project fully and completely as if the same were fully set forth therein.

PROPOSAL REQUIREMENTS:

A. Proposers are required to acknowledge receipt of this Addendum #1 within the Section 1- Introduction document submittal.

ADDITIONS AND DELETIONS:

A. Request for Proposals- Design Services

i. Page 7- Scope of Work
a.Station #81- Carbondale
Additional scope:
*Kitchen Remodel
*New Roof at original building
*Weight Room refresh
*Balancing of central HVAC system
*Temperature control in each bedroom
*Kitchen wall- South expansion to allow for a Day Room expansion.

b. District Headquarters
Additional scope:
*Remodel kitchen

ii. Page 10 of 15

a. "*Station 83 – Marble-Construction of a 5,000 sq. ft. (prox.) fire station"*
Revise to *"Marble Workforce Housing"*
Town of Marble building codes:
Current code adoption via Town of Marble, Colorado- Ordinance Number 1- Series of 2007 adopted IBC 2003. The Town of Marble intends to update all building codes to IBC 2024 in Spring of 2026.

b. 2025 Colorado Wildfire Resiliency Code
As noted by Chief Goodwin at the 12/2/25 mandatory pre-proposal meeting, all structures renovated or newly constructed by the CRFPD will incorporate this design requirement.
Link to document for download
https://planningforhazards.colorado.gov/wildland-urban-interface-code

iii. Page 13 of 15
Section 5- Fee Proposal and Schedule

a. Please note that Construction Administration is not included on the 11/20/25 Design Fee Worksheet.
A Construction Administration services proposal will be requested from the Design Services Team for each project once the project schedule and timeline has been established by the General Contractor/Construction Manager and has been agreed to by the Project Team.

b. If any of the projects are to be factory-built, design fees will be reevaluated and adjusted as the Design Team efforts will be different than a standard field-constructed project.

iv. Please note that all documents submitted by the Proposers will become public information and are not able to be held as confidential materials.

B. Contract Documents
No revisions

REFERENCE AND SUPPORTING DOCUMENTS:

A. 12/2/25- Mandatory pre-proposal conference attendance sheet.
B. Supplement 1- Station #81- Carbondale- Drawings added to Dropbox on 11/28/25
2.0-Smith Exemption and RFSD Lot Line Adjustment
2.1-1977 Drawings
2.2- 9/18/2006 Drawings
2.3- 10/12/2006 Mechanical Drawings
C. Supplement 3- Station #85- Missouri Heights- Drawings added to Dropbox on 12/2/25
D. Supplement 5- CRFPD Informational Documents
CRFPD 2024 Strategic Plan added to Dropbox on 12/4/25
E. Supplement 8- Station #82- Redstone- Drawings added to Dropbox on 12/2/25

ADDITIONAL COMMENTS:
None noted

SUBMITTED REQUESTS FOR INFORMATION AND RESPONSES:

1. **Question:** *"How do Design-Land Use-Zoning Approvals work for Fire Department projects? Are they exempted at all, or do we need to go through the typical design approval process per jurisdiction? Garfield County, Town of Carbondale, Pitkin County (Redstone/Marble), is the Missouri Heights project Eagle County? Any special State Approvals?"*

   CRFPD Reply: A typical building permit process is required in all jurisdictions including Garfield County (Missouri Heights), Town of Carbondale, Pitkin County (Redstone) and Town of Marble. The Carbondale & Rural Fire Protection District is also required to apply for and receive a "Location and Extent Review" as required by Colorado State Law to allow for Planning Commissions to review for general conformance with their Comprehensive Plans. Fees for presentation and attendance at pre-application meetings and the respective Planning Commission meetings should not be included in the Design Services Fee proposal and will be paid on a time and materials basis.

END OF ADDENDUM NUMBER 1

Carbondale & Rural Fire Protection District

Request for Proposals- Design Services

Addendum #2

Date of Issue: December 8, 2025

SUMMARY:

Addendum #2 provides clarifications and responds to questions received from Proposers.

The following revisions, clarifications, additions and/or deletions are hereby made a part of the Contract Documents and plans for the above referenced project fully and completely as if the same were fully set forth therein.

PROPOSAL REQUIREMENTS:

A. Proposers are required to acknowledge receipt of this Addendum #2 within the Section 1- Introduction document submittal.

ADDITIONS AND DELETIONS:

A. Request for Proposals- Design Services
   i. Page 11 of 15- District Headquarters
   Existing building drawings to include as-built drawings of interior spaces that will require renovation. Interior spaces will only include the lower floor and upper floor kitchen. Measure and evaluate the existing spaces to confirm horizontal dimensions, vertical dimension, existing floor elevations, structural elements, electrical, plumbing and mechanical systems. These Auto Cad backgrounds will be utilized by the full Project Team. Upper floor existing building drawings will include floor space only for use in flooring replacement.
   These services will be added to the Design Fee Worksheet in the "District Headquarters- Schematic Design Services".

B. Contract Documents
   No revisions

REFERENCE AND SUPPORTING DOCUMENTS:

A. No revisions

ADDITIONAL COMMENTS:

None noted

SUBMITTED REQUESTS FOR INFORMATION AND RESPONSES:

2. **Question:**
   "Station 81 Carbondale:
   a. *We understand the renovation work is confined to the Dayroom, Dining Room, Kitchen, Activity Room, Second Floor Bunks and Sitting Area. Also, the items listed in Addendum #1. Is this correct?"*
      CRFPD Reply: Yes
   b. *"Are electrical upgrades for receptacles, switches, and lighting for the entire building, or just the renovation area?"*
      CRFPD Reply: The renovation area.
   c. *"Are plumbing fixture upgrades for the renovation area or the entire building?"*
      CRFPD Reply: The renovation area.

3. **Question:**
   "District Headquarters:
   a. Do you have an approximate square footage of the renovation area?"
   CRFPD Reply: 2,000 sq. ft.
   b. *"Are electrical upgrades for receptacles, switches, and lighting for the entire building, or just the renovation area?"*
   CRFPD Reply: The renovation area.
   "c. For Plumbing Systems, it just says renovation. This is a little vague. Can this scope of work be clarified?"
   CRFPD Reply: The plumbing renovation will occur in the upper floor kitchen. If existing lower floor ceiling plumbing interferes with lower floor renovations, the plumbing design will need to indicate revisions required.

4. **Question:**
   "Existing Station #82:
   Is there an estimated square footage of the proposed addition?"
   CRFPD Reply: 1,500 sq. ft. prox. on one level.

5. **Question:**
   "Station #85- Missouri Heights:
   Is there an estimated square footage of the proposed addition?"
   CRFPD Reply: 6,000 sq. ft. prox. on 2 levels

6. **Question:**
   "During the programming phase of the project, should the Design team meet with the users, district, and other stakeholders separately or as a single group?"
   CRFPD Reply: Each facility will require a single programming meeting with the Design Team and stakeholders.

7. **Question:**
   "Please confirm that the stakeholders and user representatives vary depending on the facility."
   CRFPD Reply: This is accurate.

8. **Question:**
"Will the structural design of the new Redstone fire station be limited to foundation, with reactions and shop drawings provided by general contractor's PEMB?"
CRFPD Reply: This is accurate.

9. **Question:**
"Will new kitchens and existing remodels require separate health department permits?"
CRFPD Reply: No. State Health Dept. permitting is not anticipated to be required.

10. **Question:**
"Will district headquarter improvements include window replacement in walls facing highway 133 for sound mitigation?"
CRFPD Reply: No.

11. **Question:**
"Will the 4 unit Marble workforce housing have fire protection?"

CRFPD Reply: Yes. We plan to have a wet-pipe fire sprinkler system.

12. **Question:**
"FF & E is mentioned in the proposal, will this be a part of the Design Team's scope of service?
CRFPD Reply: No

13. **Question:**
"Regarding weekly frequency of Construction Administration meetings; can a portion of them be attended via teleconferencing?"
CRFPD Reply: Yes.
Please also see Addendum #1 item A.iii.
a. Please note that Construction Administration is not included on the 11/20/25 Design Fee Worksheet.
A Construction Administration services proposal will be requested from the Design Services Team for each project once the project schedule and timeline has been established by the General Contractor/Construction Manager and has been agreed to by the Project Team.

14. **Question:**
"For the Carbondale Workforce Housing (66 units), will the Design Team be required to support the entitlement process (hearings, sketch plans) as an additional service, or does the scope begin after stakeholder land use approvals are secured?"
CRFPD Reply: Please see Addendum #1, Question 1 reply:
A typical building permit process is required in all jurisdictions including Garfield County (Missouri Heights), Town of Carbondale, Pitkin County (Redstone) and Town of Marble. The Carbondale & Rural Fire Protection District is also required to apply for and receive a "Location and Extent Review" as required by Colorado State Law to allow for Planning Commissions to review for general conformance with their Comprehensive Plans. Fees for presentation and attendance at pre-application meetings and the respective Planning Commission meetings should not be included in the Design Services Fee proposal and will be paid on a time and materials basis.

15. **Question:**
"Is the Design Team required to produce detailed "Construction Phasing Plans" and temporary housing logistics plans as part of the Contract Documents?"
CRFPD Reply: No. If required these services will be paid on a time and materials basis.

16. **Question:**
"For the Carbondale Workforce Housing (66 units), it was indicated that multiple stakeholders will be involved. Will there be some cost sharing between entities? What percentage of construction cost will the District carry?"
CRFPD Reply: There will be cost sharing between entities. We do not know of the cost sharing percentages.

17. **Question:**
"Additional Consultants: May we show additional consultants on our proposal as Add Alternate so we can discuss the value and need for these individuals on a project by project basis? Energy Modeling, 3rd Party Building Commissioning, Landscape Architecture, and Kitchen Consultant."
CRFPD Reply: Please exclude these services from the Design Services proposal. If these services are required, they will be paid on a time and materials basis.

18. **Question:**
"Carbondale Work Force Housing: Is the Carbondale Work Force Housing being funded by the four organizations shown on the cover of the schematic design documents (C&RFPD, CMC, Roaring Fork School District and The Town of Carbondale). Will the building committee for this project include representation from these four entities?"
CRFPD Reply: We do not know which entities will be involved in this project, or funding the project. Once final agreements have been gained between the entities, the building committing will include representation from each entity.

19. **Question:**
"Proposal Appendix with Resumes:
May we include our professional teams resumes as an addendum at the back of the proposal?"
CRFPD Reply: Yes

20. **Question:**
"District Headquarters:
Are the Training classroom partitions fixed or operable? (from page 7 of 15)"
CRFPD Reply: It is anticipated that the North/South partitions will be framed and the East/West partition will be an acoustical accordion folding partition. This partition will require structural engineering to support the partition.

21. **Question:**
"Station 82 – Redstone Conversion to Workforce Housing: Does the existing building have an elevator to the second floor. If not, will the conversion of the building trigger the need for a new elevator for access to the 2nd floor units?"
CRFPD Reply: Station 82 does not have an existing elevator. We do not anticipate the need for an elevator. If required by codes, we plan to design the code-required accessible unit/s on the 1st floor.

22. Question:

"REMODEL ASBESTOS – are there are any reports from the older buildings or is the owner contracting to research and provide any reports? Do we know of any or should we expect that process?"

CRFPD Reply:
CRFPD will contract with a firm and will provide asbestos testing reports to the Project Team for their use and information.

END OF ADDENDUM NUMBER 2

AIA® Document A232® – 2019

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:
(Name, and location or address)

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

THE OWNER'S REPRESENTATIVE:
(Name, legal status, and address)

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

THE OWNER:
(Name, legal status, and address)
Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

THE ARCHITECT:
(Name, legal status, and address)

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

THE CONTRACTOR also referred to as Construction Manager/General Contractor:
(Name, legal status, address, and other information)

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Owner's Representative or the Owner's Representative's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Owner's Representative or the Owner's Representative's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Owner's Representative and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Owner's Representative and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Owner's Representative.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Owner's Representative.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Owner's Representative and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's Project Manager.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Owner's Representative, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an Architect lawfully licensed to practice Architecting, or an entity lawfully practicing Architecting, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a Owner's Representative adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Owner's Representative in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Owner's Representative or Architect terminates, the Owner shall employ a successor Owner's Representative or Architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Owner's Representative or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Owner's Representative. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Owner's Representative and prior approval of the Architect, and the Owner's Representative or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Owner's Representative's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" and "Construction Manager/General Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner's Representative or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner's Representative and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Owner's Representative in such form as the Owner's Representative and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner's Representative and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Owner's Representative in such form as the Owner's Representative and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Owner's Representative, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Owner's Representative shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Owner's Representative objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Owner's Representative, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Owner's Representative, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner's Representative or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

All purchases of construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Owner's State of Colorado tax identification number is 98-01656-000.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Owner's Representative, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Owner's Representative, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Owner's Representative will promptly investigate such conditions and, if the Architect, in consultation with the Owner's Representative, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Owner's Representative, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Owner's Representative, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Owner's Representative, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. No subcontractor shall perform work on the site without the presence of the Superintendent or Assistant Superintendent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Owner's Representative, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner's Representative may notify the Contractor, stating whether the Owner, the Owner's Representative, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Owner's Representative, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. The Contractor shall designate a second

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person in charge in writing in the event the Superintendent is temporarily absent due to illness, vacation, or any other cause(s).

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Owner's Representative's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Owner's Representative in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's Representative's and Architect's approval. The Architect and Owner's Representative's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner's Representative and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Owner's Representative, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Owner's Representative. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Owner's Representative to conform to the Project schedule.

§ 3.10.4 This Contractor's Construction Schedule will include, but is not limited to, work activities required by each section of the specifications as listed in the Contract Documents to complete the Work . The duration and sequence for each work activity and dependency of the work activity on other work activities will be generated by the Contractor. The Construction Schedule is to be used, among other functions, to provide a comprehensive planning tool for completion of both the Work and the Project. The Contractor will provide regular schedule updates issued in .pdf and native Microsoft Project file formats. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Owner's Representative, and Architect, and incorporated into the approved Project schedule.

§ 3.10.5 The Contractor shall cooperate with the Owner's Representative as Adviser in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the operations of the Owner's own forces.

§ 3.10.6 The Contractor shall produce a short interval schedule (5 week look-ahead) on major weekly work activities. At each weekly job meeting this schedule will be reviewed by the Contractor with all affected Subcontractors and the Owner's Representative.

§ 3.10.7 Delivery and Storage. The Contractor shall exercise due diligence in ensuring that all equipment, material, and supplies are delivered in advance of the date they are required on the project.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner's Representative, Architect, and Owner, and delivered to the Owner's Representative for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Owner's Representative is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Owner's Representative and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Owner's Representative or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Owner's Representative, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Owner's Representative and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Owner's Representative in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Owner's Representative, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Owner's Representative and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Owner's Representative and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or Architecting unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Owner's Representative shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's Representative shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Owner's Representative and Architect at the time and in the form specified by the Architect.

§ 3.12.11 Before ordering any material or doing any Work, the Contractor shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Architect for consideration before proceeding with the Work. The Contractor shall use its utmost efforts to identify discrepancies in dimensions in a timely manner and notify the Owner, Architect and Owner's Representative of these prior to commencing any work affected by the ambiguous dimensions.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Owner's Representative before using any portion of the site.

§ 3.13.3 Protection of construction materials and equipment stored at the Project Site from weather, theft, vandalism, damage or all other adversity is solely the responsibility of the Contractor and its subcontractors, to the extent that such losses are not covered by builder's risk insurance.

§ 3.13.4 During the performance of the Work required by this Agreement, the Contractor or Subcontractor, will use such entrances to the construction site that may be designated by the Owner. These entrances may be reviewed and changed from time to time by the Owner.

§ 3.13.5 The Owner and Contractor shall agree upon responsibility for snow removal for each project.

§ 3.13.6 The Contractor shall be responsible for the mitigation and/or abatement of all noise, dust, erosion, fumes, traffic, recycling of construction materials, or other by-product of construction activity that have an adverse effect on the adjacent residents

§ 3.13.7 Erosion Control: Contractor shall prepare and implement a Stormwater Management Plan in accordance with EPA's National Pollutant Discharge Elimination System (NPDES) General Permit for stormwater discharges from Large and Small Construction Activities. Any mud tracked onto public roadways shall be removed daily.

§ 3.13.8 The Contractor is advised that the project site area is subject to high winds. The Contractor shall maintain all materials secured or tied down daily to prevent possible damage caused by flying materials and debris.

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§ 3.13.9 The Contractor shall maintain access around the construction site and to existing businesses, residences, public facilities, accessways and buildings as defined in the drawings and Project Schedule.

§ 3.13.10 The Contractor shall provide all necessary sanitary facilities for its own forces during construction.

§ 3.13.11 Inappropriate Behavior: The Contractor shall control its employees and subcontractors on the job site at all times. Alcohol and illegal drugs shall be strictly prohibited on the Project at all times. Any intoxicated person(s) shall be immediately removed from the Project. Workers shall dress in an appropriate manner on the Project at all times. Profanity and loud or offensive behavior shall be strictly prohibited, as well as any other activities deemed inappropriate to the Owner. The Owner shall be entitled to demand the permanent removal from the Project of any person(s) who are repeat offenders.

§ 3.13.12 The Contractor shall layout and mark any plantings, shrubs and trees which will require removal a minimum of five (5) business days prior to their removal. The Contractor shall notify the Owner, Architect and Owner's Representative in writing immediately upon completion of this marking. The Owner will then give permission for removal in writing to the Contractor. Plantings, shrubs, and trees shall not be removed or damaged without such permission.

§ 3.13.13 The Contractor shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto.

§ 3.13.14 The Contractor shall notify all public utility companies a minimum of three (3) business days prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the Architect to proceed has been given to the Contractor. If the utility service must be interrupted, the Contractor shall notify the head of the local utility services, the Owner, the Architect, the Owner's Representative, and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give notice to such utility users.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Owner's Representative, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Owner's Representative with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Owner's Representative, and Architect with access to the Work in preparation and progress wherever located.

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§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Owner's Representative, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Owner's Representative. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Owner's Representative.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's Representative, Architect, Owner's Representative's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and expert witness fees, 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 to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. In the event Contractor is liable for all or any portion of any claim, damages, losses or expenses, Contractor shall reimburse Owner for its reasonable attorney's fees, expert witness fees, and costs that are attributable to Contractor's pro rata share of liability.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND OWNER'S REPRESENTATIVE

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Owner's Representative is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Owner's Representative and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Owner's Representative, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner's Representative and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Owner's Representative and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Owner's Representative known deviations from the Contract Documents and defects and deficiencies observed in the Work.

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§ 4.2.3 The Owner's Representative shall provide one representative during the Construction Phase. The representative shall be in attendance at the Project site when deemed necessary by the Owner. The staffing requirement shall not be construed as continuous on-site staffing during the Construction Phase. The Owner's Representative will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Owner's Representative will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Owner's Representative, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Owner's Representative nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.5.1 The Owner's Representative will not be responsible or liable for the acts or omissions of the Architect, Contractor, or any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.

§ 4.2.5.2 The Owner's Representative shall schedule and conduct job meetings to be attended by the Contractor and representatives of the Owner and Architect to discuss such matters as procedures, progress, problems and scheduling. Owner's Representative shall prepare and distribute minutes of such meetings.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Owner's Representative's consultants through the Owner's Representative about matters arising out of or relating to the Contract Documents. The Owner and Owner's Representative shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Owner's Representative otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Owner's Representative. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Owner's Representative and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Owner's Representative have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Owner's Representative considers it necessary or advisable, the Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Owner's Representative will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Owner's Representative's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner's Representative to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Contractor shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Owner's Representative. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

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§ 4.2.10 The Architect will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Owner's Representative will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Architect represents to the Owner and Owner's Representative that the Architect has reviewed and recommended them for approval. The Architect's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Owner's Representative.

§ 4.2.12 Review of the Contractor's submittals by the Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's Representative and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Owner's Representative and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Contractor shall prepare Proposed Change Orders (PCO's) which will be reviewed and recommended by the Owner's Representative and the Architect prior to submission to the Owner for acceptance.

§ 4.2.14 The Owner's Representative and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Owner's Representative, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Owner's Representative will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Owner's Representative will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Owner's Representative will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Owner's Representative of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner's Representative, Owner, or Contractor through the Owner's

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Representative. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Owner's Representative will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Owner's Representative's recommendation. The Architect will review and respond in writing, through the Owner's Representative, to requests for information about the Contract Documents. The Owner's Representative's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner's Representative, for review by the Owner, Owner's Representative and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner's Representative may notify the Contractor whether the Owner, the Owner's Representative or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Owner's Representative or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Owner's Representative or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Owner's Representative or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Owner's Representative or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume

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toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Owner's Representative and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Owner's Representative and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Owner's Representative and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Owner's Representative and Architect of apparent discrepancies or defects in

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the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Owner's Representative and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner's Representative, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 Any increase or decrease to the Contract Time or Schedule resulting from changes to the Contract Documents shall be included in each Change Order. Responses to requests from the Owner, or Claims from the Contractor for an increase in the Guaranteed Maximum Price shall include, if applicable, any request for change of the Contract Time or Schedule and the cost associated therewith. In the absence of an adequately documented request for change of the Contract Time or Schedule included in the request for a Change Order, no subsequent adjustment of the Contract Time or Schedule will be considered relative to such Change Order.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

The total allowable overhead and profit on changes in the Work included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, Ten percent (10%) of the cost for Profit.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, Ten percent (10%) of the cost for Profit.

.3 Overhead shall be included in preparation of the costs for both labor and materials.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subsection 7.3.4.

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§ 7.1.4 Each Change Order request, Construction Change Directive price, or claim submitted by the Contractor shall be accompanied by a complete itemization and quantification of costs including unit rates, labor costs, materials, quantities, subcontracts and markups. Subcontract pricing shall also be itemized and quantified.

§ 7.1.5 A Change Order shall be based upon agreement among the Owner, Owner's Representative, Contractor, and Architect; a Construction Change Directive requires agreement by the Owner Owner's Representative and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.6 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Owner's Representative and signed by the Owner, Owner's Representative, Architect, and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Notwithstanding anything in the Contract Documents to the contrary, Amendments, Construction Change Directives, or Change Orders shall not be binding on the Owner without an authorized signature.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner's Representative and signed by the Owner, Owner's Representative and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner's Representative shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner's Representative and Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner's Representative of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner's Representative and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner's Representative and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner's Representative and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Owner's Representative and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner's Representative shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner's Representative and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner's Representative that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall begin the Work within seven (7) days of the date of commencement in the Notice to Proceed. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time.

§ 8.2.4 In the event that the Contractor fails, or appears likely to fail, to complete a Contractual Milestone or completion date as evidenced by the latest update of the Contractor's Construction Schedule, through no fault of the Owner, Architect or Owner's Representative, or any of their employees, the Owner shall have the right to impose any or all of the following options:

§ 8.2.4.1 Require the Contractor to prepare a Recovery Plan to get back on schedule within ten (10) days.

§ 8.2.4.2 If the Recovery Plan proposed by the Contractor does not reflect completion of the Project by the applicable Contractual Milestone or completion dates in the current Contractor's Schedule, as adjusted, the Owner may unilaterally establish a Recovery Plan and the Contractor shall comply therewith, and/or the Owner's Representative may require the Contractor to take any of the actions set forth below and its subsections without additional cost to the Owner, Owner's Representative, or Architect to makeup the lag in scheduled progress.

§ 8.2.4.3 Require the Contractor to increase its work force, work overtime, and/or extra shifts, and do whatever else is required by the Owner until Contractor gets back on schedule as established by the Contractor's Construction Schedule (including any updates thereto), such measures being at no extra cost to Owner .

§ 8.2.4.4 Withhold progress payment in accordance with Section 9.5.1.

§ 8.2.4.5 Contact or visit any factory, plant or distribution center whose production or delivery schedule may be causing a delay to the scheduled completion of the Work, and expedite same, at Contractor's expense.

§ 8.2.4.6 Failure of the Contractor to substantially comply with the requirements of Section 8.2 shall be grounds for a determination by the Owner that the Contractor is in breach of this Contract by failing to prosecute the Work to ensure its completion within both the Contract Time and the updated Contractor's Construction Schedule.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Owner's Representative, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Owner's Representative, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner's Representative, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner's Representative and the Architect. This schedule, unless objected to by the Owner's Representative or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Owner's Representative shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Owner's Representative and supported by such data to substantiate its accuracy as the Owner's Representative and the Architect may require, and unless objected to by the Owner's Representative or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Schedule of Values shall include a separate line item for monthly updating of the As-Built Record Drawings in electronic format.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Owner's Representative or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner's Representative and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such stored materials and equipment , which must be properly labeled with the Project, must be available for inspection by the Architect and Owner's Representative, and must be accompanied by documentary evidence as to quantity and value of materials, including insurance on the materials as evidenced by a Certificate of Insurance noting the Owner and Contractor as an Additional Insured. The Application for Payment shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work. Evidence of payment for all work included in previous payments to the Contractor shall be provided in writing from each subcontractor and material supplier.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Owner's Representative will, within seven days after the Owner's Representative's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Owner's Representative determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment

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from the Owner's Representative, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Owner's Representative; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Owner's Representative will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Owner's Representative will, within seven days after the Owner's Representative receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Owner's Representative determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Owner's Representative determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Owner's Representative, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Owner's Representative; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Owner's Representative will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Owner's Representative's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Owner's Representative's evaluation of the Work and the data in the Application or Applications for Payment. The Owner's Representative's certification will constitute a representation that, to the best of the Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Owner's Representative, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner's Representative or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Owner's Representative or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.7 Retainage of five percent (5%) will be withheld as detailed in the AIA Document A132-2019 Section 5.1.7 Retainage.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner's Representative or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Owner's Representative or Architect is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Owner's Representative and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner's Representative or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor or other Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. In the event the Architect nullifies a previously issued Certificate for Payment, and the Owner has, prior to such nullification, paid thereon, the Contractor shall promptly reimburse to the Owner amounts the latter had paid pursuant to the nullified Certificate for Payment. Alternately, the Owner may withhold payment in any subsequent Application for Payment, until the reasons for nullification of the previously issued project Certificate for Payment have been remedied.

§ 9.5.4 If the Architect or Owner's Representative withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Owner's Representative, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 The Contractor shall not stop work or terminate the Contract if the Architect should refuse to issue certification under Section 9.5 or its subsections or any other portion of the General Conditions as supplemented herein.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Owner's Representative and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner's Representative will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Owner's Representative and Architect on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Owner's Representative nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Owner's Representative and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Owner's Representative's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Owner's Representative and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Owner's Representative and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Owner's Representative, and the Contractor and Owner's Representative shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Owner's Representative, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Owner's Representative, to determine Substantial Completion.

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§ 9.8.4 When the Architect, assisted by the Owner's Representative, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Owner's Representative will prepare, and the Owner's Representative and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for 200% of the value of the Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The Contractor shall provide a digital video record of all Owner staff training and commissioning of equipment. These videos will become a permanent part of all Operations and Maintenance manuals as applicable.

§ 9.8.7 The Contractor shall furnish the Owner "As-built Record Drawings" on a USB drive in .pdf format. The Architect shall furnish one set of the original bidding documents to the Contractor for this work as "backgrounds" in electronic media as described above. Record Specifications shall be similarly modified, using Microsoft Word 2016 or later. The Contractor shall furnish the Owner "As-built Record Drawings" on USB drive at Final Completion.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Owner's Representative shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Owner's Representative.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Owner's Representative, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Owner's Representative a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Owner's Representative a final Contractor's Application for Payment. Upon receipt, the Owner's Representative shall perform an inspection to confirm the completion of Work of the Contractor. The Owner's Representative shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's Representative's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a

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further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Owner's Representative (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner's Representative and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Owner's Representative and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Owner's Representative for review and coordination with the safety programs of other Contractors. The Owner's Representative's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Owner's Representative.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Owner's Representative or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Owner's Representative and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Owner's Representative and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Owner's Representative and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Owner's Representative and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the

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persons or entities proposed by the Owner. If the Contractor, Owner's Representative or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Owner's Representative and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Owner's Representative, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds- Refer to AIA Document A132-2019- Exhibit A- Insurance and Bonds

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Owner's Representative and Owner's Representative's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Owner's Representative, Owner's Representative's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Owner's Representative for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Owner's Representative, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Owner's Representative, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's Representative's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner's Representative or Architect has not specifically requested to examine prior to its being covered, the Owner's Representative or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Owner's Representative or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's Representative's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Owner's Representative or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.1.1 Should the warranty issue involve a leak, water ingress, flooding, hazardous material, potential for increased damage to adjacent buildings, or adversely affect adjacent building occupants, the Contractor must begin to correct the issue **immediately** to prevent further damage and within 48 hours have rectified the problem, or have a clear work plan for the long term rectification of the issue to comply with the Contract Documents. The Contractor shall provide detailed documentation demonstrating repair or replacement of all warranty items.

§ 12.2.2.2 The two-year (2 year) period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year (2 year) period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Colorado, and venue shall be in Carbondale, Colorado.

§ 13.1.1 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to the respective persons at the addresses listed below.

Owner:
Carbondale & Rural Fire Protection District
300 Meadowood Drive

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Carbondale, CO 81623

Contractor:
PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

Architect:
BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

Owner's Representative:
Phil Vaughan Construction Management, Inc.
Attn. Philip Vaughan- President
1038 County Road 323
Rifle, CO 81650

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Owner's Representative, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall schedule such tests, inspections, and approvals with an independent testing laboratory or entity contracted by the Owner. Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner's Representative and Architect timely notice of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Owner's Representative, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner's Representative and Architect will, upon written authorization from the Owner, instruct the Contractor to make

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arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner's Representative and Architect of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Representative's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Representative for transmittal to the Architect.

§ 13.4.5 If the Owner's Representative or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Owner's Representative or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Interest on amounts ultimately determined to be due to a Contractor or the Owner shall be payable at the statutory rated applicable to judgments from the date the claim arose through the date of decision or judgement, whichever is later.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Owner's Representative has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Owner's Representative and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Owner's Representative and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Owner's Representative, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's Representative's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Owner's Representative, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence call claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable Colorado law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Owner's Representative and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Owner's Representative, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Venue and jurisdiction for any suit brought to enforce the terms of this Agreement shall be in Garfield County District Court, State of Colorado.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 LITIGATION

§ 15.4.1 Litigation. This Contract, and all matters interpreting it and arising under it shall be enforced in, and all parties, do now submit to, the exclusive jurisdiction and venue of the District Court, County of Garfield, State of Colorado, in the event of any litigation concerning this Contract, and regardless of where this Contract may be executed. Each party consents to and agrees to file a general appearance in the event that it receives service of process.

(Paragraphs deleted)

§ 15.4.2 Jury Trial Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or the Contract Documents. The complex commercial and professional aspects of the Contract make a jury determination neither desirable nor appropriate. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.3 Removal Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to remove any action to United States District Court for the District of Colorado, regardless of the presence of diversity of citizenship among or between the parties. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.4 Attorneys Fees: In the event that either party brings legal action to enforce any provision of this Contract, the prevailing party shall be awarded all of its reasonable costs and expenses, including attorney's fees, incurred by such party in connection with such action.

Article 16 Owner's Specific Additional Concerns

§ 16.1 Notwithstanding the above, the Owner has a unique set of stakeholders with which the Owner must cooperate and coordinate. The Contractor shall cooperate with the Owner and the Owner's stakeholders throughout the Project when requested by the Owner. The Owner may request tours from time to time of the project and the site. The

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Contractor shall indicate in writing when such activity will be permitted and when the site is off limits. These requirements shall be coordinated through the Owner's Representative.

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PAGE 1

Carbondale & Rural Fire Protection District
2025 Capital Construction and Facilities Projects

...

THE ~~CONSTRUCTION MANAGER:~~OWNER'S REPRESENTATIVE:

...

Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

...

(Name, legal status, and address)
Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623
970-963-2491

...

(Name, legal status, and address)

BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

THE CONTRACTOR also referred to as Construction Manager/General Contractor:
(Name, legal status, address, and other information)

PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

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4 ARCHITECT AND ~~CONSTRUCTION MANAGER~~OWNER'S REPRESENTATIVE

...

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15 CLAIMS AND DISPUTES

16 OWNER'S SPECIFIC ADDITIONAL CONCERNS

17 WORKER WITHOUT AUTHORIZATION

PAGE 3

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the ~~Construction Manager or the Construction Manager's~~ Owner's Representative or the Owner's Representative's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the ~~Construction Manager or the Construction Manager's~~ Owner's Representative or the Owner's Representative's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the ~~Construction Manager~~ Owner's Representative and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The ~~Construction Manager~~ Owner's Representative and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

...

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and ~~Construction Manager.~~ Owner's Representative.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and ~~Construction Manager.~~Owner's Representative.

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The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the ~~Construction Manager~~ Owner's Representative and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's ~~authorized representative.~~ Project Manager.

...

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent

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changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the ~~Construction Manager,~~ Owner's Representative, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an ~~architect~~ Architect lawfully licensed to practice ~~architecture,~~ Architecting, or an entity lawfully practicing ~~architecture,~~ Architecting, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a ~~construction manager~~ Owner's Representative adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the ~~Construction Manager~~ Owner's Representative in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the ~~Construction Manager~~ Owner's Representative or Architect terminates, the Owner shall employ a successor ~~construction manager or architect~~ Owner's Representative or Architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the ~~Construction Manager~~ Owner's Representative or Architect, respectively.
PAGE 6

§ 2.3.8 The Owner shall forward all communications to the Contractor through the ~~Construction Manager.~~ Owner's Representative. Other communication shall be made as set forth in Section 4.2.6.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the ~~Construction Manager~~ Owner's Representative and prior approval of the Architect, and the ~~Construction Manager~~ Owner's Representative or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" and "Construction Manager/General Contractor" means the Contractor or the Contractor's authorized representative.
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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the ~~Construction Manager~~ Owner's Representative or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Construction Manager~~ Owner's Representative and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the ~~Construction Manager~~ Owner's Representative in such form as the ~~Construction Manager~~ Owner's Representative and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the ~~Construction Manager~~ Owner's Representative and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to ~~Construction Manager~~ Owner's Representative in such form as the ~~Construction Manager~~ Owner's Representative and Architect may require.

...

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the ~~Construction Manager,~~ Owner's Representative, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The ~~Construction Manager~~ Owner's Representative shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the ~~Construction Manager~~ Owner's Representative objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, and in accordance with a Change Order or Construction Change Directive.

...

§ 3.5.1 The Contractor warrants to the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the ~~Construction Manager~~ Owner's Representative or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~All purchases of construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Owner's State of Colorado tax identification number is 98-01656-000.

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§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the ~~Construction Manager,~~ Owner's Representative, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, ~~Construction Manager,~~ Owner's Representative, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and ~~Construction Manager~~ Owner's Representative will promptly investigate such conditions and, if the Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, ~~Construction Manager,~~ Owner's Representative, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. No subcontractor shall perform work on the site without the presence of the Superintendent or Assistant Superintendent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the ~~Construction Manager,~~ Owner's Representative, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the ~~Construction Manager~~ Owner's Representative may notify the Contractor, stating whether the Owner, the ~~Construction Manager,~~ Owner's Representative, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the ~~Construction Manager~~ Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, ~~Construction Manager,~~ Owner's Representative, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. The Contractor shall designate a second person in charge in writing in the event the Superintendent is temporarily absent due to illness, vacation, or any other cause(s).

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§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the ~~Construction Manager's~~ Owner's Representative's use in developing the Project schedule, a

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Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the ~~Construction Manager~~ Owner's Representative in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the ~~Construction Manager's~~ Owner's Representative's and Architect's approval. The Architect and ~~Construction Manager's~~ Owner's Representative's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the ~~Construction Manager~~ Owner's Representative and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the ~~Construction Manager,~~ Owner's Representative, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the ~~Construction Manager.~~ Owner's Representative. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the ~~Construction Manager~~ Owner's Representative to conform to the Project schedule.

§ 3.10.4 This Contractor's Construction Schedule will include, but is not limited to, work activities required by each section of the specifications as listed in the Contract Documents to complete the Work . The duration and sequence for each work activity and dependency of the work activity on other work activities will be generated by the Contractor. The Construction Schedule is to be used, among other functions, to provide a comprehensive planning tool for completion of both the Work and the Project. The Contractor will provide regular schedule updates issued in .pdf and native Microsoft Project file formats. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect, and incorporated into the approved Project schedule.

§ 3.10.5 The Contractor shall cooperate with the Owner's Representative as Adviser in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the operations of the Owner's own forces.

§ 3.10.6 The Contractor shall produce a short interval schedule (5 week look-ahead) on major weekly work activities. At each weekly job meeting this schedule will be reviewed by the Contractor with all affected Subcontractors and the Owner's Representative.

§ 3.10.7 Delivery and Storage. The Contractor shall exercise due diligence in ensuring that all equipment, material, and supplies are delivered in advance of the date they are required on the project.

...

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the ~~Construction Manager,~~ Owner's Representative, Architect, and Owner, and delivered to the ~~Construction Manager~~ Owner's Representative for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in

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the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and ~~Construction Manager~~ Owner's Representative is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the ~~Construction Manager~~ Owner's Representative and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the ~~Construction Manager~~ Owner's Representative or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the ~~Construction Manager,~~ Owner's Representative, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the ~~Construction Manager~~ Owner's Representative and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the ~~Construction Manager~~ Owner's Representative in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

...

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the ~~Construction Manager~~ Owner's Representative and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the ~~Construction Manager~~ Owner's Representative and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or ~~engineering~~ Architecting unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the ~~Construction Manager~~ Owner's Representative shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ~~Construction Manager~~ Owner's

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Representative shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the ~~Construction Manager~~ Owner's Representative and Architect at the time and in the form specified by the Architect.

§ 3.12.11 Before ordering any material or doing any Work, the Contractor shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Architect for consideration before proceeding with the Work. The Contractor shall use its utmost efforts to identify discrepancies in dimensions in a timely manner and notify the Owner, Architect and Owner's Representative of these prior to commencing any work affected by the ambiguous dimensions.

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§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the ~~Construction Manager~~ Owner's Representative before using any portion of the site.

§ 3.13.3 Protection of construction materials and equipment stored at the Project Site from weather, theft, vandalism, damage or all other adversity is solely the responsibility of the Contractor and its subcontractors, to the extent that such losses are not covered by builder's risk insurance.

§ 3.13.4 During the performance of the Work required by this Agreement, the Contractor or Subcontractor, will use such entrances to the construction site that may be designated by the Owner. These entrances may be reviewed and changed from time to time by the Owner.

§ 3.13.5 The Owner and Contractor shall agree upon responsibility for snow removal for each project.

§ 3.13.6 The Contractor shall be responsible for the mitigation and/or abatement of all noise, dust, erosion, fumes, traffic, recycling of construction materials, or other by-product of construction activity that have an adverse effect on the adjacent residents

§ 3.13.7 Erosion Control: Contractor shall prepare and implement a Stormwater Management Plan in accordance with EPA's National Pollutant Discharge Elimination System (NPDES) General Permit for stormwater discharges from Large and Small Construction Activities. Any mud tracked onto public roadways shall be removed daily.

§ 3.13.8 The Contractor is advised that the project site area is subject to high winds. The Contractor shall maintain all materials secured or tied down daily to prevent possible damage caused by flying materials and debris.

§ 3.13.9 The Contractor shall maintain access around the construction site and to existing businesses, residences, public facilities, accessways and buildings as defined in the drawings and Project Schedule.

§ 3.13.10 The Contractor shall provide all necessary sanitary facilities for its own forces during construction.

§ 3.13.11 Inappropriate Behavior: The Contractor shall control its employees and subcontractors on the job site at all times. Alcohol and illegal drugs shall be strictly prohibited on the Project at all times. Any intoxicated person(s) shall be immediately removed from the Project. Workers shall dress in an appropriate manner on the Project at all times. Profanity and loud or offensive behavior shall be strictly prohibited, as well as any other activities deemed inappropriate to the Owner. The Owner shall be entitled to demand the permanent removal from the Project of any person(s) who are repeat offenders.

§ 3.13.12 The Contractor shall layout and mark any plantings, shrubs and trees which will require removal a minimum of five (5) business days prior to their removal. The Contractor shall notify the Owner, Architect and Owner's Representative in writing immediately upon completion of this marking. The Owner will then give permission for removal in writing to the Contractor. Plantings, shrubs, and trees shall not be removed or damaged without such permission.

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§ 3.13.13 The Contractor shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto.

§ 3.13.14 The Contractor shall notify all public utility companies a minimum of three (3) business days prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the Architect to proceed has been given to the Contractor. If the utility service must be interrupted, the Contractor shall notify the head of the local utility services, the Owner, the Architect, the Owner's Representative, and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give notice to such utility users.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the ~~Construction Manager,~~ Owner's Representative, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

...

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or ~~Construction Manager~~ Owner's Representative with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

...

The Contractor shall provide the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect with access to the Work in preparation and progress wherever located.

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, ~~Construction Manager,~~ Owner's Representative, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or ~~Construction Manager.~~ Owner's Representative. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the ~~Construction Manager.~~Owner's Representative.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Construction Manager, Architect, Construction Manager's~~ Owner's Representative, Architect, Owner's Representative's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and expert witness fees, 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 to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. In the event Contractor is liable for all or any portion of any claim, damages, losses or expenses, Contractor shall reimburse Owner for its reasonable attorney's fees, expert witness fees, and costs that are attributable to Contractor's pro rata share of liability.

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...

~~**ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**~~
ARTICLE 4 ARCHITECT AND OWNER'S REPRESENTATIVE

...

§ 4.1.2 The ~~Construction Manager~~ Owner's Representative is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the ~~Construction Manager~~ Owner's Representative and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, ~~Construction Manager,~~ Owner's Representative, Architect, and Contractor. Consent shall not be unreasonably withheld.

...

§ 4.2.1 The ~~Construction Manager~~ Owner's Representative and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The ~~Construction Manager~~ Owner's Representative and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the ~~Construction Manager~~ Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and ~~Construction Manager~~ Owner's Representative known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The ~~Construction Manager shall provide one or more representatives who~~ Owner's Representative shall provide one representative during the Construction Phase. The representative shall be in attendance at the Project site ~~whenever the Work is being performed. The Construction Manager~~ when deemed necessary by the Owner. The staffing requirement shall not be construed as continuous on-site staffing during the Construction Phase. The Owner's Representative will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The ~~Construction Manager~~ Owner's Representative will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The ~~Construction Manager,~~ Owner's Representative, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the ~~Construction Manager~~ Owner's Representative nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.5.1 The Owner's Representative will not be responsible or liable for the acts or omissions of the Architect, Contractor, or any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.

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§ 4.2.5.2 The Owner's Representative shall schedule and conduct job meetings to be attended by the Contractor and representatives of the Owner and Architect to discuss such matters as procedures, progress, problems and scheduling. Owner's Representative shall prepare and distribute minutes of such meetings.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the ~~Construction Manager's~~ Owner's Representative's consultants through the ~~Construction Manager~~ Owner's Representative about matters arising out of or relating to the Contract Documents. The Owner and ~~Construction Manager~~ Owner's Representative shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the ~~Construction Manager~~ Owner's Representative otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the ~~Construction Manager.~~ Owner's Representative. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The ~~Construction Manager~~ Owner's Representative and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and ~~Construction Manager~~ Owner's Representative have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the ~~Construction Manager~~ Owner's Representative considers it necessary or advisable, the ~~Construction Manager~~ Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the ~~Construction Manager~~ Owner's Representative will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the ~~Construction Manager's~~ Owner's Representative's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the ~~Construction Manager~~ Owner's Representative to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the ~~Construction Manager~~ Contractor shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the ~~Construction Manager.~~ Owner's Representative. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The ~~Construction Manager~~ Architect will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the ~~Construction Manager~~ Owner's Representative will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the ~~Construction Manager~~ Architect represents to the Owner and ~~Architect~~ Owner's Representative that the ~~Construction Manager~~ Architect has reviewed and recommended them for approval. The ~~Construction Manager's~~ Architect's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the ~~Construction Manager.~~Owner's Representative.

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§ 4.2.12 Review of the Contractor's submittals by the ~~Construction Manager and~~ Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The ~~Construction Manager~~ Owner's Representative and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The ~~Construction Manager~~ Owner's Representative and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The ~~Construction Manager will prepare Change Orders and Construction Change Directives.~~Contractor shall prepare Proposed Change Orders (PCO's) which will be reviewed and recommended by the Owner's Representative and the Architect prior to submission to the Owner for acceptance.

§ 4.2.14 The ~~Construction Manager~~ Owner's Representative and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the ~~Construction Manager,~~ Owner's Representative, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the ~~Construction Manager~~ Owner's Representative will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The ~~Construction Manager~~ Owner's Representative will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The ~~Construction Manager~~ Owner's Representative will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the ~~Construction Manager~~ Owner's Representative of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the ~~Construction Manager,~~ Owner's Representative, Owner, or Contractor through the ~~Construction Manager.~~ Owner's Representative. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 4.2.21 The ~~Construction Manager~~ Owner's Representative will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the ~~Construction Manager's~~ Owner's Representative's recommendation. The Architect will review and respond in writing, through the ~~Construction Manager,~~ Owner's Representative, to requests for information about the Contract Documents. The ~~Construction Manager's~~ Owner's Representative's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the ~~Construction Manager,~~ Owner's Representative, for review by the Owner, ~~Construction Manager~~ Owner's Representative and Architect, of the persons or entities proposed for each principal portion of the

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Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the ~~Construction Manager~~ Owner's Representative may notify the Contractor whether the Owner, the ~~Construction Manager~~ Owner's Representative or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the ~~Construction Manager~~ Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, ~~Construction Manager~~ Owner's Representative or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, ~~Construction Manager~~ Owner's Representative or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, ~~Construction Manager~~ Owner's Representative or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, ~~Construction Manager~~ Owner's Representative or Architect makes reasonable objection to such substitution.

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, ~~Construction Manager~~ Owner's Representative and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, ~~Construction Manager~~ Owner's Representative and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
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§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, ~~Construction Manager~~ Owner's Representative and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the ~~Construction Manager~~ Owner's Representative and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the ~~Construction Manager~~ Owner's Representative and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.
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If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the ~~Construction Manager,~~ Owner's Representative, with notice to the Architect, will allocate the cost among those responsible.

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§ 7.1.2 ~~A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.~~Any increase or decrease to the Contract Time or Schedule resulting from changes to the Contract Documents shall be included in each Change Order. Responses to requests from the Owner, or Claims from the Contractor for an increase in the Guaranteed Maximum Price shall include, if applicable, any request for change of the Contract Time or Schedule and the cost associated therewith. In the absence of an adequately documented request for change of the Contract Time or Schedule included in the request for a Change Order, no subsequent adjustment of the Contract Time or Schedule will be considered relative to such Change Order.

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The total allowable overhead and profit on changes in the Work included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, Ten percent (10%) of the cost for Profit.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, Ten percent (10%) of the cost for Profit.

.3 Overhead shall be included in preparation of the costs for both labor and materials.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subsection 7.3.4.

§ 7.1.4 Each Change Order request, Construction Change Directive price, or claim submitted by the Contractor shall be accompanied by a complete itemization and quantification of costs including unit rates, labor costs, materials, quantities, subcontracts and markups. Subcontract pricing shall also be itemized and quantified.

§ 7.1.5 A Change Order shall be based upon agreement among the Owner, Owner's Representative, Contractor, and Architect; a Construction Change Directive requires agreement by the Owner Owner's Representative and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.6 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

A Change Order is a written instrument prepared by the ~~Construction Manager~~ Owner's Representative and signed by the Owner, ~~Construction Manager,~~ Owner's Representative, Architect, and Contractor, stating their agreement upon all of the following:

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.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Notwithstanding anything in the Contract Documents to the contrary, Amendments, Construction Change Directives, or Change Orders shall not be binding on the Owner without an authorized signature.

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§ 7.3.1 A Construction Change Directive is a written order prepared by the ~~Construction Manager~~ Owner's Representative and signed by the Owner, ~~Construction Manager~~ Owner's Representative and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Construction Manager~~ Owner's Representative shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Construction Manager~~ Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the ~~Construction Manager~~ Owner's Representative and Architect;

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the ~~Construction Manager~~ Owner's Representative of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Construction Manager~~ Owner's Representative and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The ~~Construction Manager~~ Owner's Representative and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the ~~Construction Manager~~ Owner's Representative and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the ~~Construction Manager~~ Owner's Representative and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the ~~Construction Manager~~ Owner's Representative shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Construction Manager~~ Owner's Representative and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the ~~Construction Manager~~ Owner's Representative that such change

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will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.
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§ 8.2.3 The Contractor shall begin the Work within seven (7) days of the date of commencement in the Notice to Proceed. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time.

§ 8.2.4 In the event that the Contractor fails, or appears likely to fail, to complete a Contractual Milestone or completion date as evidenced by the latest update of the Contractor's Construction Schedule, through no fault of the Owner, Architect or Owner's Representative, or any of their employees, the Owner shall have the right to impose any or all of the following options:

§ 8.2.4.1 Require the Contractor to prepare a Recovery Plan to get back on schedule within ten (10) days.

§ 8.2.4.2 If the Recovery Plan proposed by the Contractor does not reflect completion of the Project by the applicable Contractual Milestone or completion dates in the current Contractor's Schedule, as adjusted, the Owner may unilaterally establish a Recovery Plan and the Contractor shall comply therewith, and/or the Owner's Representative may require the Contractor to take any of the actions set forth below and its subsections without additional cost to the Owner, Owner's Representative, or Architect to makeup the lag in scheduled progress.

§ 8.2.4.3 Require the Contractor to increase its work force, work overtime, and/or extra shifts, and do whatever else is required by the Owner until Contractor gets back on schedule as established by the Contractor's Construction Schedule (including any updates thereto), such measures being at no extra cost to Owner .

§ 8.2.4.4 Withhold progress payment in accordance with Section 9.5.1.

§ 8.2.4.5 Contact or visit any factory, plant or distribution center whose production or delivery schedule may be causing a delay to the scheduled completion of the Work, and expedite same, at Contractor's expense.

§ 8.2.4.6 Failure of the Contractor to substantially comply with the requirements of Section 8.2 shall be grounds for a determination by the Owner that the Contractor is in breach of this Contract by failing to prosecute the Work to ensure its completion within both the Contract Time and the updated Contractor's Construction Schedule.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, ~~Construction Manager,~~ Owner's Representative, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the ~~Construction Manager,~~ Owner's Representative, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the ~~Construction Manager,~~ Owner's Representative, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Construction Manager~~ Owner's Representative and the Architect. This schedule, unless objected to by the ~~Construction Manager~~ Owner's Representative or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The ~~Construction Manager~~ Owner's Representative shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the ~~Construction Manager~~ Owner's Representative and supported by such data to substantiate its accuracy as the ~~Construction Manager~~ Owner's Representative and the Architect may require, and unless objected to by the ~~Construction Manager~~ Owner's Representative or the Architect,

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shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Schedule of Values shall include a separate line item for monthly updating of the As-Built Record Drawings in electronic format.

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§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the ~~Construction Manager~~ Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, ~~Construction Manager~~ Owner's Representative or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the ~~Construction Manager~~ Owner's Representative and Architect, but not yet included in Change Orders.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such ~~materials and equipment or otherwise protect the Owner's interest, and~~ stored materials and equipment , which must be properly labeled with the Project, must be available for inspection by the Architect and Owner's Representative, and must be accompanied by documentary evidence as to quantity and value of materials, including insurance on the materials as evidenced by a Certificate of Insurance noting the Owner and Contractor as an Additional Insured. The Application for Payment shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work. Evidence of payment for all work included in previous payments to the Contractor shall be provided in writing from each subcontractor and material supplier.

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§ 9.4.1 Where there is only one Contractor, the ~~Construction Manager~~ Owner's Representative will, within seven days after the ~~Construction Manager's~~ Owner's Representative's receipt of the Contractor's Application for Payment, review the Application, certify the amount the ~~Construction Manager~~ Owner's Representative determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the ~~Construction Manager,~~ Owner's Representative, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the ~~Construction Manager;~~ Owner's Representative; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The ~~Construction Manager~~ Owner's Representative will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the ~~Construction Manager~~ Owner's Representative will, within seven days after the ~~Construction Manager~~ Owner's Representative receives all

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of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the ~~Construction Manager~~ Owner's Representative determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the ~~Construction Manager~~ Owner's Representative determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the ~~Construction Manager,~~ Owner's Representative, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the ~~Construction Manager;~~ Owner's Representative; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the ~~Construction Manager~~ Owner's Representative and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The ~~Construction Manager~~ Owner's Representative will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The ~~Construction Manager's~~ Owner's Representative's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the ~~Construction Manager's~~ Owner's Representative's evaluation of the Work and the data in the Application or Applications for Payment. The ~~Construction Manager's~~ Owner's Representative's certification will constitute a representation that, to the best of the ~~Construction Manager's~~ Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the ~~Construction Manager,~~ Owner's Representative, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the ~~Construction Manager~~ Owner's Representative or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the ~~Construction Manager~~ Owner's Representative or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.7 Retainage of five percent (5%) will be withheld as detailed in the AIA Document A132-2019 Section 5.1.7 Retainage.

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§ 9.5.1 The ~~Construction Manager~~ Owner's Representative or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the ~~Construction Manager's~~ Owner's Representative's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the ~~Construction Manager~~ Owner's Representative or Architect is unable to certify payment in the amount of the Application, the ~~Construction Manager~~ Owner's Representative will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, ~~Construction Manager~~ Owner's Representative and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for

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Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The ~~Construction Manager~~ Owner's Representative or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the ~~Construction Manager's~~ Owner's Representative's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. In the event the Architect nullifies a previously issued Certificate for Payment, and the Owner has, prior to such nullification, paid thereon, the Contractor shall promptly reimburse to the Owner amounts the latter had paid pursuant to the nullified Certificate for Payment. Alternately, the Owner may withhold payment in any subsequent Application for Payment, until the reasons for nullification of the previously issued project Certificate for Payment have been remedied.

§ 9.5.4 If the Architect or ~~Construction Manager~~ Owner's Representative withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the ~~Construction Manager,~~ Owner's Representative, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 The Contractor shall not stop work or terminate the Contract if the Architect should refuse to issue certification under Section 9.5 or its subsections or any other portion of the General Conditions as supplemented herein.

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§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the ~~Construction Manager~~ Owner's Representative and Architect.

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§ 9.6.3 The ~~Construction Manager~~ Owner's Representative will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, ~~Construction Manager~~ Owner's Representative and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, ~~Construction Manager~~ Owner's Representative nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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If the ~~Construction Manager~~ Owner's Representative and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the ~~Construction Manager's~~ Owner's Representative's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Construction Manager~~ Owner's Representative and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, ~~Construction Manager~~ Owner's Representative and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the ~~Construction Manager,~~ Owner's Representative, and the Contractor and ~~Construction Manager~~ Owner's Representative shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the ~~Construction Manager,~~ Owner's Representative, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the ~~Construction Manager,~~ Owner's Representative, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the ~~Construction Manager,~~ Owner's Representative, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the ~~Construction Manager~~ Owner's Representative will prepare, and the ~~Construction Manager~~ Owner's Representative and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for 200% of the value of the Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The Contractor shall provide a digital video record of all Owner staff training and commissioning of equipment. These videos will become a permanent part of all Operations and Maintenance manuals as applicable.

§ 9.8.7 The Contractor shall furnish the Owner "As-built Record Drawings" on a USB drive in .pdf format. The Architect shall furnish one set of the original bidding documents to the Contractor for this work as "backgrounds" in electronic media as described above. Record Specifications shall be similarly modified, using Microsoft Word 2016 or later. The Contractor shall furnish the Owner "As-built Record Drawings" on USB drive at Final Completion.

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§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and ~~Construction Manager~~ Owner's Representative shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the ~~Construction Manager.~~Owner's Representative.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, ~~Construction Manager,~~ Owner's Representative, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

...

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the ~~Construction Manager~~ Owner's Representative a notice that the Work is ready for final inspection and acceptance, and shall also forward to the ~~Construction Manager~~ Owner's Representative a final Contractor's Application for Payment. Upon receipt, the ~~Construction Manager~~ Owner's Representative shall perform an inspection to confirm the completion of Work of the Contractor. The ~~Construction Manager~~ Owner's Representative shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Construction Manager~~ Owner's Representative and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The ~~Construction Manager's~~ Owner's Representative's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the ~~Construction Manager~~ Owner's Representative (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the ~~Construction Manager~~ Owner's Representative and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the ~~Construction Manager~~ Owner's Representative and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the ~~Construction Manager~~ Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the ~~Construction Manager~~ Owner's Representative for review and coordination with the safety programs of other Contractors. The ~~Construction Manager's~~ Owner's Representative's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the ~~Construction Manager.~~Owner's Representative.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, ~~Construction Manager~~ Owner's Representative or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, ~~Construction Manager~~ Owner's Representative and Architect.

...

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, ~~Construction Manager~~ Owner's Representative and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, ~~Construction Manager~~ Owner's Representative and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the ~~Construction Manager~~ Owner's Representative and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, ~~Construction Manager~~ Owner's Representative or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the ~~Construction Manager~~ Owner's Representative and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, ~~Construction Manager,~~ Owner's Representative, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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§ 11.1 ~~Contractor's Insurance and Bonds~~Contractor's Insurance and Bonds- Refer to AIA Document A132-2019- Exhibit A- Insurance and Bonds

§ 11.1.1 ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The~~

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~~Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

~~§ 11.1.2~~ ~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~§ 11.1.3~~ ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

~~§ 11.2 Owner's Insurance~~

~~§ 11.2.1~~ ~~The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~§ 11.2.2 Failure to Purchase Required Property Insurance.~~ ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the ~~Construction Manager and Construction Manager's~~ Owner's Representative and Owner's Representative's consultants; (3) the Architect and Architect's

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consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the ~~Construction Manager, Construction Manager's~~ Owner's Representative, Owner's Representative's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and ~~Construction Manager~~ Owner's Representative for loss of use of the Owner's property, due to fire or other hazards however caused.

...

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the ~~Construction Manager,~~ Owner's Representative, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the ~~Construction Manager,~~ Owner's Representative, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

...

§ 12.1.1 If a portion of the Work is covered contrary to the ~~Construction Manager's~~ Owner's Representative's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the ~~Construction Manager~~ Owner's Representative or Architect has not specifically requested to examine prior to its being covered, the ~~Construction Manager~~ Owner's Representative or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

...

The Contractor shall promptly correct Work rejected by the ~~Construction Manager~~ Owner's Representative or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.
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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a

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written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, ~~Construction Manager~~ Owner's Representative or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.1.1 Should the warranty issue involve a leak, water ingress, flooding, hazardous material, potential for increased damage to adjacent buildings, or adversely affect adjacent building occupants, the Contractor must begin to correct the issue **immediately** to prevent further damage and within 48 hours have rectified the problem, or have a clear work plan for the long term rectification of the issue to comply with the Contract Documents. The Contractor shall provide detailed documentation demonstrating repair or replacement of all warranty items.

§ 12.2.2.2 The ~~one-year~~ two-year (2 year) period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The ~~one-year~~ two-year (2 year) period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

...

The Contract shall be governed by the ~~law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~laws of the State of Colorado, and venue shall be in Carbondale, Colorado.

§ 13.1.1 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to the respective persons at the addresses listed below.

Owner:
Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623

Contractor:
PNCI Construction, Inc.
553 25 ½ Road
Grand Junction, CO 81505

Architect:
BG Architecture & Design
214 Midland Ave., Suite 201
Basalt, CO 81621

Owner's Representative:
Phil Vaughan Construction Management, Inc.
Attn. Philip Vaughan- President
1038 County Road 323
Rifle, CO 81650

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§ 13.3.2 No action or failure to act by the Owner, ~~Construction Manager,~~ Owner's Representative, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.3.3 Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. ~~Unless otherwise provided, the Contractor shall make arrangements for~~ The Contractor shall schedule such tests, inspections, and approvals with an independent testing laboratory or entity ~~acceptable to the Owner, or with the appropriate public authority, and~~ contracted by the Owner. Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the ~~Construction Manager~~ Owner's Representative and Architect timely notice of when and where tests and inspections are to be made so that the ~~Construction Manager~~ Owner's Representative and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the ~~Construction Manager,~~ Owner's Representative, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the ~~Construction Manager~~ Owner's Representative and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ~~Construction Manager~~ Owner's Representative and Architect of when and where tests and inspections are to be made so that the ~~Construction Manager~~ Owner's Representative and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Construction Manager~~ Owner's Representative for transmittal to the Architect.

§ 13.4.5 If the ~~Construction Manager~~ Owner's Representative or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the ~~Construction Manager~~ Owner's Representative or Architect will do so promptly and, where practicable, at the normal place of testing.

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~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~Interest on amounts ultimately determined to be due to a Contractor or the Owner shall be payable at the statutory rated applicable to judgments from the date the claim arose through the date of decision or judgement, whichever is later.

...

.3 Because the ~~Construction Manager~~ Owner's Representative has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, ~~Construction Manager~~ Owner's Representative and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, ~~Construction Manager~~ Owner's Representative and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the ~~Construction Manager,~~ Owner's Representative, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, ~~and construction equipment and machinery~~ thereon owned by the Contractor;

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the ~~Construction Manager's~~ Owner's Representative's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the ~~Construction Manager,~~ Owner's Representative, and this obligation for payment shall survive termination of the Contract.

PAGE 36

The Owner and Contractor shall commence ~~all Claims and causes of action against the other and~~ call claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the ~~Contract, whether in contract, tort, breach of warranty or otherwise,~~ Contract in accordance with the requirements of the ~~binding~~ final dispute resolution method selected in the Agreement ~~and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ within the time period specified by applicable Colorado law. The Owner and Contractor waive all ~~Claims~~ claims and causes of action not commenced in accordance with this ~~Section 15.1.2.~~Section 15.1.2.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the ~~Construction Manager~~ Owner's Representative and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

PAGE 37

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The ~~Architect~~ Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.

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Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the ~~Construction Manager,~~ Owner's Representative, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
PAGE 38

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Venue and jurisdiction for any suit brought to enforce the terms of this Agreement shall be in Garfield County District Court, State of Colorado.

...

§ 15.4 ~~Arbitration~~LITIGATION

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~Litigation. This Contract, and all matters interpreting it and arising under it shall be enforced in, and all parties, do now submit to, the exclusive jurisdiction and venue of the District Court, County of Garfield, State of Colorado, in the event of any litigation concerning this Contract, and regardless of where this Contract may be executed. Each party consents to and agrees to file a general appearance in the event that it receives service of process.

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined~~

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~~consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.4.2 Jury Trial Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or the Contract Documents. The complex commercial and professional aspects of the Contract make a jury determination neither desirable nor appropriate. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.3 Removal Waiver. To the fullest extent permitted by law, Owner and Contractor specifically waive any right to remove any action to United States District Court for the District of Colorado, regardless of the presence of diversity of citizenship among or between the parties. Contractor shall include this provision in all of its subcontracts and purchase orders.

§ 15.4.4 Attorneys Fees: In the event that either party brings legal action to enforce any provision of this Contract, the prevailing party shall be awarded all of its reasonable costs and expenses, including attorney's fees, incurred by such party in connection with such action.

Article 16 Owner's Specific Additional Concerns

§ 16.1 Notwithstanding the above, the Owner has a unique set of stakeholders with which the Owner must cooperate and coordinate. The Contractor shall cooperate with the Owner and the Owner's stakeholders throughout the Project when requested by the Owner. The Owner may request tours from time to time of the project and the site. The Contractor shall indicate in writing when such activity will be permitted and when the site is off limits. These requirements shall be coordinated through the Owner's Representative.

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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I, Philip B. Vaughan- President- Phil Vaughan Construction Management, Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:49:28 ET on 01/09/2026 under Order No. 2114456543 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBIT C



CRFPD - Design Proposal
12.12.25

bg ARCHITECTURE & DESIGN

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bg ARCHITECTURE & DESIGN

Section I
Introduction

BG Architecture & Design Team and Roles

Principal Designer, President: Primary Point of Contact
Barry Gereb
Contact Information:
Phone: (970) 948-6709
Email: barry.gereb@bgadaspen.com

Project Role: Barry will provide a consistent primary point of contact and oversee all aspects of the project utilizing over 30 years of experience participating in large scale commercial and public projects. Barry will also author the project manual, 3-part specifications.

Principal Architect: Quality Assurance/Quality Control/Record Architect
Mike Pritchard
Contact Information:
Email: mike.pritchard@bgadaspen.com

Project Role: Mike will oversee QA/QC of the team's documentation and provide strategic planning, project management and staffing oversight.

Studio Manager: Project Manager
Kyle Donath
Contact Information:
Email: kyle.donath@bgadaspen.com

Project Role: Kyle will utilize his multi-family housing background to lead the code research, design, production, consultant coordination and participate in contract administration. Kyle authored and documented numerous multi-family housing projects in Denver while working for Pappas Architecture.

Project Architect: Project Architect Documentation and Consultant Coordination
Erik Luthringshausen
Contact Information:
Email: erik.luthringshausen@bgadaspen.com

Project Role: Erik will provide design and documentation support and employ his commercial contract administration experience to provide oversight during construction.

Addenda Acknowledgment

Receipt of Addendum #1_12.05.25
Receipt of Addendum #2_12.08.25



bg ARCHITECTURE & DESIGN

Primary Point of Contact:
Barry Gereb
Principal Designer, President
Contact Information:
Phone: (970) 948-6709
Email: barry.gereb@bgadaspen.com

Barry's path to this point in his architectural career did not start with a typical architectural education. Growing up with a natural talent for artistic hand drawing, he found himself drawn to product, graphic and interior space design during college earning a degree in Industrial Design at The Ohio State University. Barry developed a sense of balance, proportion and harmony always with the goal of relating to the scale and ergonomics of the human form. From this education, it was a natural progression to apply his affinity for honesty of function and material to architecture.

After college and years of large scale commercial work for an architectural firm in Denver, his love of the mountains brought him to Aspen in 2004, where work at CCY Architects awakened his understanding of the artistic possibilities of great architecture. Barry became a designer and manager of talented teams for resort development projects. These projects included designing, documenting, and overseeing the construction of amenities such as; boutique hotels, community buildings, guest cabins, pools, recreation centers, golf clubhouses and restaurants. As his experience grew he was included in early design charettes for sustainable resort community projects in California, Colorado and Idaho. Soon after leaving CCY, Barry launched bg design.

In addition to design, Barry is and has been involved with various charitable and non-profit organizations that contribute to the quality of life in the Roaring Fork Valley. Acting as a stream observer and data collector for The Roaring Fork Conservancy, he monitored and tested the East Fork of Sopris Creek for water quality and stream flows. This work was an extension of his love for the outdoors and contributing to the health and quality of his home fly fishing waters. Barry is an active volunteer for the Shining Stars Foundation, an organization that provides outdoor recreational programs for children with pediatric cancer or other life-threatening illnesses. With respect to his family's military background, Barry also currently volunteers for the Wounded Warrior Project during their annual visit to Aspen, as a snowmobile guide, cook and companion.

Education:
The Ohio State University: School of Industrial Design Bachelor of Science, 1995

Work History:
CCY Architects_Basalt/Aspen Colorado
H+L Architecture_Denver Colorado
Design Collective_Columbus Ohio



bg ARCHITECTURE & DESIGN

Michael D. Pritchard
Principal Architect
Colorado Licensed Architect #ARC.00402125
Wyoming Licensed Architect #C.3830

As a Colorado and Wyoming licensed Architect, Mike provides BG Architecture & Design clients with extensive experience in guiding residential and commercial projects from initial feasibility studies and conceptual planning & design through construction documentation, governmental permitting, and contract administration.

After graduating from Cornell University's School of Architecture, Art, & Planning, he moved to Aspen, Colorado to focus on a combination of commercial resort development and high end modern residential projects. He has nurtured an interest in technology by specializing in architectural lighting design services, focusing on the thoughtful sculpting of designed spaces through the use of modern lighting techniques and technologies.

Mike has served as the Architect for two Design Review Boards, guiding ownership and design teams towards sensitive and successful outcomes. Since moving to Colorado, the mountains, landscapes, and extensive public lands of the West have served as his primary inspiration, in both work and play. Mike balances architecture and lighting design work with his passion for trail advocacy as the executive director of the Roaring Fork Mountain Bike Association, a non-profit organization he helped found in 2008.

Education:
Cornell University, College of Architecture, Art, and Planning Bachelor of Architecture, 1999

Work History:
CCY Architects_Basalt/Aspen Colorado
LEAX Controls_Aspen Colorado
MDP Design_Aspen Colorado



bg ARCHITECTURE & DESIGN

Kyle Donath
Studio Manager
Project Architect, AIA
Colorado Licensed Architect #ARC.00408148

Kyle is a licensed architect with ten years of experience practicing in the state of Colorado, serving a diverse range of commercial, single-family, and multi-family clients. He guides projects through all phases of the design, permitting, and construction process, with an approach that prioritizes client-centric service, maintaining a sense of place, and a commitment to progressive and environmentally responsible design. Inspired by the extreme climate of the high Rockies, his strengths include integrating resilience into building design through detailing and materials selection with a keen eye toward code research and life safety.

Originally from New England, Kyle earned his degree from Wentworth Institute of Technology's School of Architecture and Design. After graduating, he relocated to Denver and then to the Roaring Fork Valley to align his professional interests with his personal passions. Outside of the office, Kyle draws inspiration from the region on his bike, raft, and snowboard, as well as by giving back to the community through his involvement with the Roaring Fork Mountain Bike Association.

Education:
Wentworth Institute of Technology, School of Architecture & Design
Bachelor of Science in Architecture, 2016

Work History:
Pappas Architecture + Design
T-Rex Architex_Denver, Colorado



bg ARCHITECTURE & DESIGN

Erik Luthringshausen
Project Architect
Colorado Licensed Architect # ARC.00409015

As a Project Architect for BG Architecture and Design, Erik assists in all phases of the design process, from feasibility through construction administration.

Erik moved to Carbondale, Colorado from New Orleans, Louisiana where he graduated from Tulane University with degrees in Bachelor of Architecture, Master of Architecture and Master of Sustainable Real Estate Development. He moved to The Valley with a desire to contribute to a built environment that is known for sustainability and progressive design. He enjoys the environmental constraints of designing in a mountainous environment and sees many of the constraints as opportunities for creativity.

Education:
Tulane University, College of Architecture; Bachelor of Architecture 2020
Master of Architecture, Masters of Sustainable Real Estate Development 2022

Work History:
MKRED Design_New Orleans, LA



Section 2
Qualifications and Experience

Firm Background

Since our founding in 2010, BGA&D has provided design services for work force housing, multi-family, single family, condominium, commercial, retail, and hospitality projects with construction budgets exceeding $20M.

The team has a proven track record providing services for award winning projects in; education (K-12 -secondary), expansive office and research facilities for major defense contractors and technology clients including HP, Agilent and TRW, institutional facilities including hospitals, senior living facilities and rural health care clinics, chain hotel and boutique hotel design, LEED certification, restaurants, retail stores, retail prototypes, destination resort, and community planning and design.

Services for these clients and projects have included:

- Comprehensive architecture and design documentation
- Code interpretation and analysis
- Planning and zoning review and recommendations
- Formatting and producing CAD and BIM designs
- Specifications
- Programming
- Design and peer review
- Construction administration including submittal reviews
- RFI reviews
- Site inspections
- QAQC checks
- Project closeout

Our team is experienced in agile project management. We are practiced at allocating staff to handle multiple projects of various scales simultaneously. We find that projects of all sizes tend to be similar in that the keys to success are prudent project management and clear communication.

Our team's experience working in various roles in the design realm outside of the standard architecture office environment include general manager for a lighting and technology contracting firm, lighting and technology sub-contractor, and design review board members.

This multi-discipline experience increases our ability to respond to the multi-faceted demands of our projects whether by providing these services internally or simply increasing our ability to quickly interface with consultants who provide these services to our firm as projects may demand.

Within our architectural practice, we prioritize sustainability in every project, leveraging our expertise to help clients understand and embrace solutions that surpass minimum energy code requirements. Our team maintains current knowledge of sustainable building practices and regularly participates in professional development focused on environmental design innovations.

Experience in the Roaring Fork Valley

BG Architecture & Design's team have extensive experience working in the Roaring Fork Valley since 1995 when Barry contributed to the design of the Basalt High School and renovations/additions to the Elementary and Middle Schools. Since relocating to the Valley in 2004, Barry and his team's projects have ranged from custom homes, condominium and home remodels to commercial tenant improvement, restaurants, commercial kitchens, retail, hospitality, and multi-family housing projects throughout the Roaring Fork Valley and beyond.

Experience in Workforce Housing

Our experience as "As Needed Architect" with the City of Aspen over the last nine years has provided opportunities to consistently provide support to Capital Asset's efforts to maintain and upgrade existing workforce housing. This experience working with aging workforce assets provides valuable insight into the issues that occur during their lifespan and common pitfalls to avoid. We have also supported their long range workforce housing planning needs by generating in-depth studies for the redevelopment of outmoded Truscott assets and to redevelop the US Forest Service site in Aspen, which could create hundreds of workforce housing units. Our Studio Manager, Kyle Donath, brings a depth of multi-family design experience to BGA&D from his work at Pappas Architecture in Denver.

A Bar A Ranch workforce housing
22 Waters: APHCA home remodel
947 West Hallam: APHCA home remodel
Aspen Country Inn remodel
US Forest Service lot workforce housing study
Marolt Housing exterior assessment
T2 workforce housing study
West End employee housing interior remodel
Cozy Point employee housing life safety improvements
Truscott Employee housing stair roof and rainscreen enclosures, structural repairs and stair retrofit

Our consultant team is highly qualified and experienced with an extensive background in fire station and multi-family project types, please see their resumes in this proposal. We hope that you will contact our references to inquire about our performance and ability to deliver top tier services for this project type.

Experience in Technical Projects

Barry's experience at H+L Architecture in Denver focused on highly technical projects ranging from medical surgical suites to clean rooms at high tech fabrication facilities. Barry brings a diverse background of experience managing the design of highly prescribed technical spaces that included hazardous materials, sterile environments, and strict performance requirements that will serve the new fire station design process.

A BAR A RANCH WORKFORCE HOUSING

Encampment ,WY

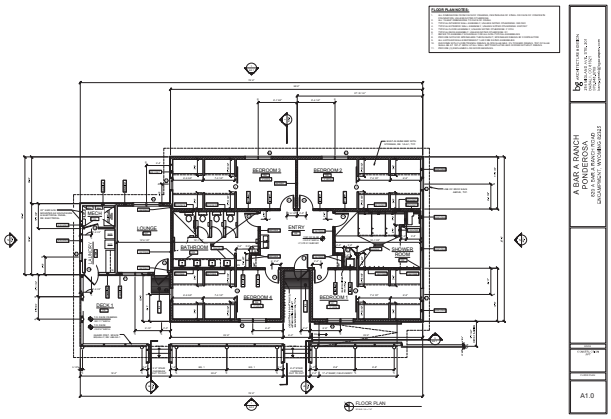
Client: A Bar A Ranch and Shaw Construction (Design-Build)
2023-2026 Multi-phase project currently under construction
Budget $20M

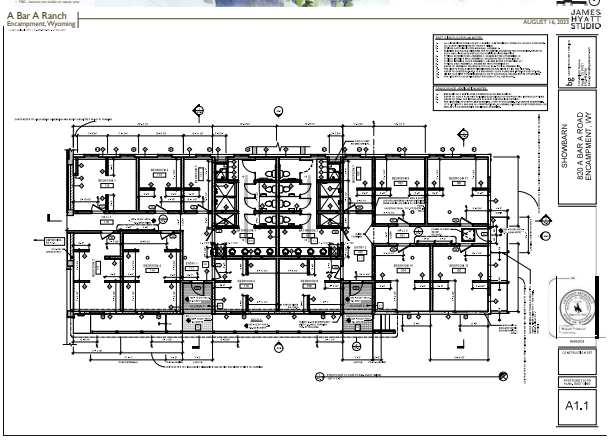
The A Bar A Ranch has been a guest ranch continuously serving horseback riding, fly fishing and wing-shooting pursuits for over 100 years. The ranch occupies over 100,000 acres and the headquarters is located on a 250 acre parcel near Encampment, WY.

This project endeavored to replace and improve all the aging workforce housing on site. The ranch serves its clientele with a 1:1 guest/staff ratio and employs and houses over 100 seasonal workers each summer. As the project could not interrupt summer operations, BGA&D collaborated with Shaw Construction to design prefabricated, panelized structures. This approach allowed for housing that could be erected efficiently and quickly during the harsh Wyoming winter while honoring the architectural style and history of the Ranch.

The scope also included the renovation of an 80-yr old historic barn to accommodate over thirty staff in a dormitory configuration.









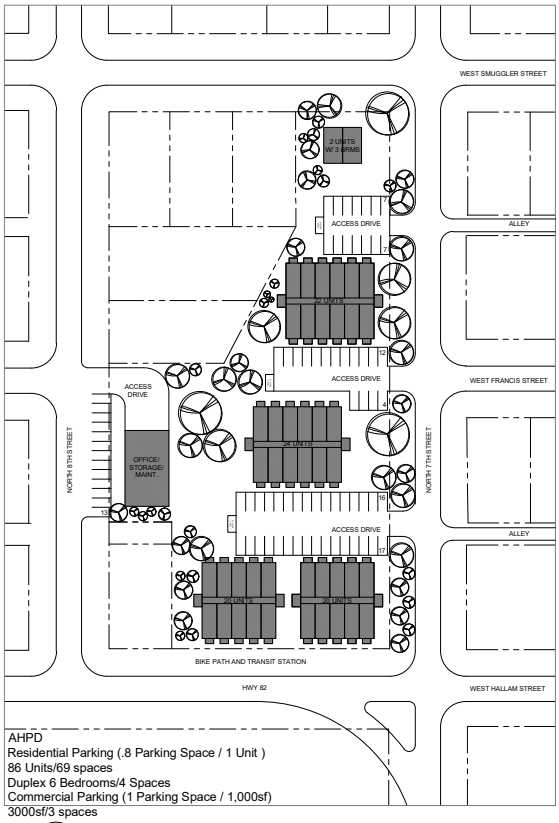
US FOREST SERVICE WORKFORCE HOUSING FEASIBILITY STUDY

Aspen, CO

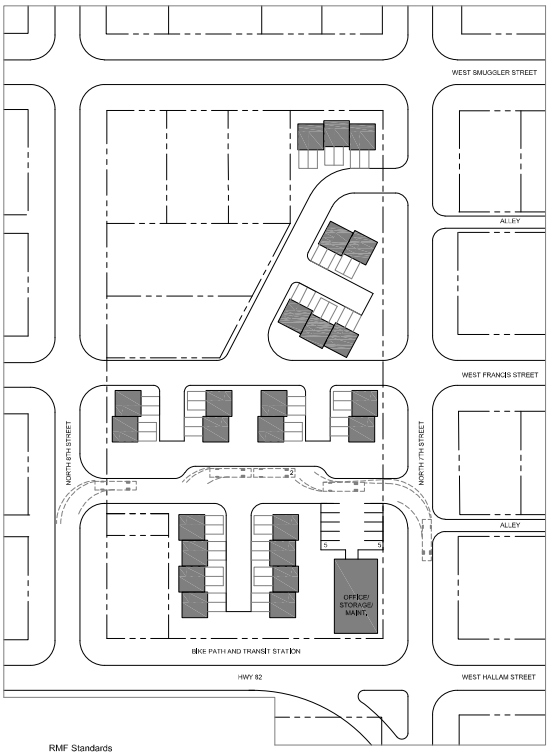
Client: City of Aspen
Completed 2019

Recognition of housing shortages in the West led to the Agriculture Improvement Act of 2018 which gave the US Forest Service the ability to lease its administrative sites for affordable housing.

BGA&D led the redevelopment study and planning for the Aspen USFS property which sought to integrate USFS and City of Aspen workforce housing and provide an improved USFS Ranger Station user experience for visitors.



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1" = 50'



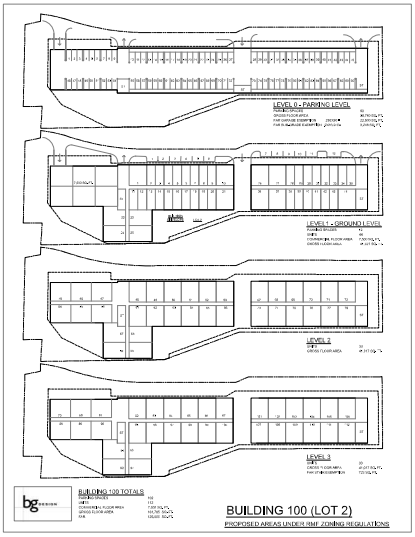
1 / A0.11 Version 11
1" = 50'

T2 Workforce Housing Feasibility Study
Aspen, CO

Client: City of Aspen
Completed 2017

This workforce housing feasibility study evaluated a variety of redevelopment scenarios for the aging Truscott housing assets. The project analyzed a complex combination of variables including multiple zoning regulation paths, site density, access and parking scenarios.

The most robust of these scenarios provided for the development of over 200 workforce housing units.







APPENDIX A: TRUSCOTT ZONING ANALYSIS

	Building 100, Lot 2	Bldgs 10-70, Lot 3	Bldgs 200-300, Lot 3	Parking Lot, Lot 5
Parcel ID#	273511109702	273511109703	273511109703	273511109705
Address	39551 Hwy 82	22475 Hwy 82	39551 Hwy 82	39551 Hwy 82
Assessor Account	R014296	R018406	R018406	R018408
Ownership	City of Aspen	Private	Private	City of Aspen
Phase	Phase I	Phase II	Phase II	Phase II
Year Built	1957	2002	1985	2002
Zone district	RMF w/ AHPD overlay	RMF w/ AHPD overlay	RMF w/ AHPD overlay	RMF w/ AHPD overlay
Occupancy	R-1/B-2/A-3	R-1	R-1	N/A
Type of Construction	V-1 hr	V-1 Hr	V-1 hr	N/A
Existing Conditions				
Parcel Size (Gross Lot Area)	83,720 sq. ft. 1.922 acres	35,773 s.f. (.82 acres) Total 88,531 s.f., (2.03 acres)	52,758 s.f. (1.21 acres) 88,531 s.f. Total (2.03 acres)	26,528.04 sq.ft. .609 acres
Existing Parcel Density (units/acre)	26.5 units/acre	50 units/acre	38 units/acre	
Existing number of Units	51	41	46	0
Existing square footage of units	19,400 rentable sq.ft. 25,800 sq. ft. total	20,615 rentable sq.ft. 27,000 sq.ft. total	29,611 rentable sq.ft. 33,452 sq.ft. total	
Existing number of Buildings	1	5	2	
Existing number of Bedrooms	51	45	80	
Existing number of Bathrooms	52	45	46	
Max Allow Density per Ordinance 34 PUD	51 units as existing	41 units of new housing, Total 87 units for Lot 3	46 units as existing, Total 87 units for Lot 3	
Allowable FAR and Unit Density per Affordable Housing/Planned Development zone regs (26.710.110)				
Net Lot Area	76,833 Sq.Ft.	32,695 Sq.Ft.	48,412 Sq.Ft.	
Allowable FAR with Net Lot Area > 1 acre-3 acres: (.6:1)	46,100 Sq.Ft.	19,617 Sq.Ft.	29,047 Sq.Ft.	
Number of 500 s.f. 1 bedroom units allowed	92 units	39 units	58 units	
Number of 750 s.f. 1 bedroom units allowed	61.5 units	26 units	38.7 units	
Unit area/Allowable FAR	501 Sq.Ft./unit	503 Sq.Ft./unit	501 Sq.Ft./unit	

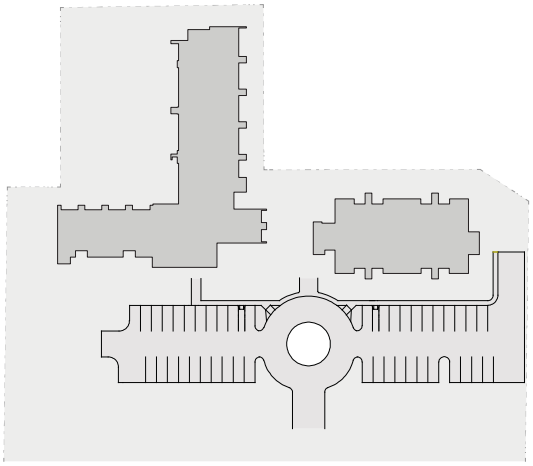
ASPEN COUNTRY INN:
COMPREHENSIVE REMODEL AND REPAIR
Aspen, CO

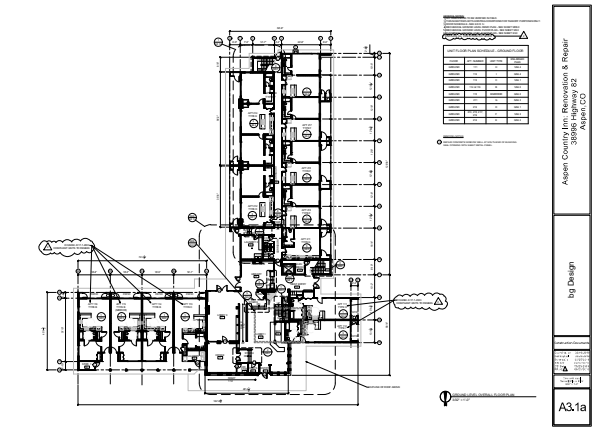
$6M Project Budget
Completed 2016

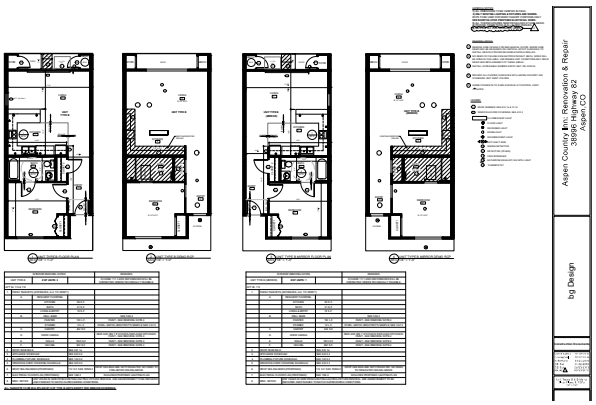
This multi-family, APCHA housing complex sought to; remodel 42,000sf of the existing structure, including 40 interior units and common spaces, repair, replace and correct drainage on the existing roofs, address code deficiencies and site related scope.

One of the challenges addressed in this project was planning for the management of code compliant egress while a complex construction sequence was underway. During construction a highly coordinated and sequenced series of events had to occur with precision to meet project delivery goals. A multi-phased schedule was created that coordinated delivery of construction and tenant relocations back and forth between multiple employee housing properties.

This project employed a multi-disciplinary design team of over a dozen members led by BG Architecture & Design over the course of a year.







TRUSCOTT 10-70, 900 EXTERIOR STAIRS AND DRAINAGE IMPROVEMENTS
Aspen, CO

Client: City of Aspen
$500k Construction Budget (+/-$300k Under Budget)
Completed 2024

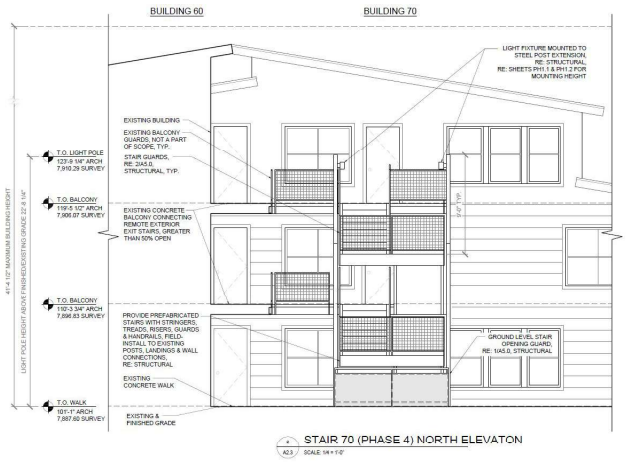
Truscott Workforce Housing Stair Roof and Rainscreen Enclosures, Structural Repairs and Stair Retrofit

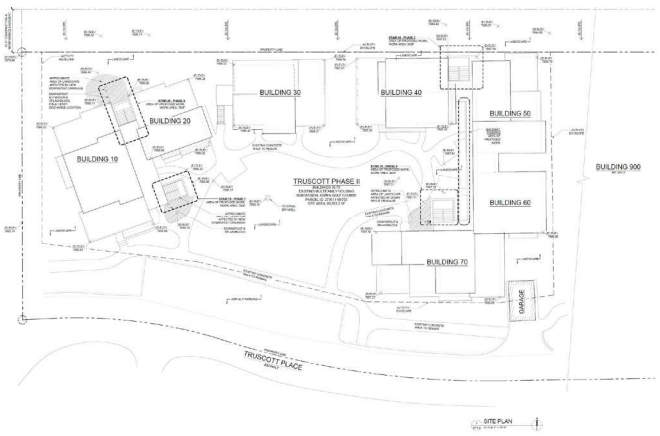
This multi-family, APCHA housing complex remodel and repair sought to; remodel/repair exterior stairs, improve life safety, address code deficiencies, and correct drainage and other site related scope.

One of the challenges addressed in this project was planning for the management of code compliant egress while a complex construction sequence was underway.

The project was completed with no change orders and under budget.







BGA&D Consultant Design Team

CTL Thompson
Structural Engineering and Civil Engineering Services

James Kellogg PE Senior Principal Engineer
234 Center Drive
Glenwood Springs, CO 81601
970.945.2809
jkellogg@ctlthompson.com

Bighorn Consulting Engineers
Mechanical, Electrical and Plumbing Engineering Services

Blaine Buck PE
386 Indian Road
Grand Junction, CO 81501
970.241.8709
blaine@bighorneng.com

Emergency Services Consulting International (ESCI)
Fire Station Consulting Services

Joe Powers MPA, CFO, EFO
4795 Meadow Wood Lane
Suite 110
Chantilly, Virginia 20151
804.517.0564
joe.powers@esci.us

CTL|Thompson, Inc. - Structural Project Experience

Employee Housing Remodel/Addition – Marble, Colorado
Remodel of conventionally framed building for employee house. Also included addition to back of building with earth retention loading. Provided structural recommendations for framing and foundation.

Apartment Complex – Denver, Colorado
New 3-story apartment building. Conventionally framed wood super-structure with concrete foundation. Provided structural framing and foundation plans for the building

Commercial Building with Partial Living Space – Kremmling, Colorado
Pre-engineered steel building with commercial shop space and living space. Provided design recommendations for the concrete foundation, anchorage of the building to the foundation and interior cold-formed steel frame partition walls.

Fire Academy Building Evaluation – Aurora, Colorado
Evaluated concrete training building for degradation from fires set during training. Provided testing and evaluation of concrete. Also provided reinforcement recommendations for areas found to be deficient.

Commercial Building – Centennial, Colorado
Two-story commercial building with office and warehouse space. Super-structure consisted of CMU walls with structural steel and steel joist upper floor and roof framing. Foundation was concrete supported on footings. Provided structural and foundation design for the building

Fire Station – Galeton, Colorado
Two-story pre-engineered steel building with mezzanine level. Mezzanine framing was combination of wood and cold-formed steel framing. Foundation was concrete supported on footings. Provided structural framing and foundation design for the building

CTL|Thompson, Inc. - Civil Project Experience

Park Avenue Improvements - Aspen, Colorado
Engineering services included a new layout of the street, curb, gutter, and sidewalks which involved design and relocation of the storm sewer system with new inlets and main lines. The scope involved intricate roadway corridor grading including tie ins to driveways and curb ramps.

Farm at Valley Ranch Subdivision - Montrose, Colorado
Subdivision development for multi-family condominiums. Engineering services encompassed site layout coordination, roadway design, and utility design. The scope included storm sewer system analysis and design with hydrologic modeling.

Waste Management Transfer Station - Commerce City, Colorado
Engineering services involved the design of a 57,000 square foot building used for trash collection and transfer. The scope included design of concrete ramps and tunnels, a storm sewer system with lift station and water and sanitary sewer service design.

Cottonwood Creek Pre-Disaster Mitigation Project - Colorado Springs, Colorado

Resume

James D. Kellogg, P.E.

Senior Principal Engineer

Office Location

Glenwood Springs, Colorado
Bozeman, Montana

Years of Experience

28 Years

Education

B.S. Biology
Virginia Polytechnic Institute and State University, 1992

M.S. Civil Engineering
Virginia Polytechnic Institute and State University, 1996

Professional Registration

Registered Professional Engineer:
Colorado PE# 38298
Montana PE# 65799

Certifications & Professional Training

ASFE Fundamentals of Project Management
ASFE Project Manager Training Program
CDWR – Hazard Classification and Flood Hydrology

James D. Kellogg is a Senior Principal Engineer for the Glenwood Springs, CO and Bozeman, MT divisions of CTL|Thompson, Inc. He is responsible for technical design and review, client development, expansion of markets, and mentoring engineers. James established the Bozeman Division in 2019 and has worked to develop clientele and expand services. He was previously the Division Manager for Glenwood Springs and Montana. James also worked as the lead hydrographer and augmentation plan coordinator for the Division 5 office of the Colorado Division of Water Resources (CDWR) from December 2006 through August 2015.

James has diverse professional engineering experience. His geotechnical engineering experience includes slope stability analysis, mudflow analysis, excavation retention design, evaluation of dewatering and underpinning systems, and expansive and consolidating soils. He also has experience in water resource engineering including hydrography, satellite monitoring, augmentation plan administration, water use accounting, and dam safety. James was also part of the CDWR team that provided consultations for the Water Court regarding water rights applications.

Projects – Geotechnical Engineering

Lone Peak Tram in Madison County, Montana. Performed geotechnical engineering investigation, including rock coring and downhole imaging, for design of new tram that features two, 75-passenger cabins. Coordinated helicopter-assisted drilling and coring operations, as well as seismic refraction tomography. Recommendations included foundations, anchors, and slabs.

Madison 8 Chairlift in Madison County, Montana. Performed geologic and geotechnical engineering for what is now the longest, 8-seat, highspeed chairlift in North America. Also developed recommendations for micropiles, a large reinforced-mat, and structural fill that included zones of geofoam block.

Resume

Jonathan Steurer, P.E.

Structural Engineer - Associate

Office Location

Glenwood Springs, Colorado

Years of Experience

16 Years

Education

B.S. Civil Engineering
University of Akron, 2008

Registration

Registered Professional Engineer:
Colorado PE# 66155
Ohio PE# 82416
Montana PE# 106772

Mr. Steurer has been a structural engineer since 2009, designing commercial and residential buildings. Experience with a large Architectural/Engineering firm provided collaborative design experience with inhouse architects and other engineering disciplines. He has designed commercial projects utilizing steel, concrete, and masonry for new construction and renovations of theatres, museums, schools, and hospitals. In 2020 he started designing high end custom residential projects in the Washinton D.C. area with more wood construction experience.

In 2021, he relocated to the Roaring Fork Valley of Colorado where he has been involved in renovations and new construction residential projects. These projects involve the building codes and complications of the local mountain region. Representing CTL|Thompson's Structural Engineering Department in Glenwood Springs, he brings his services to the Roaring Fork Valley. His project experience has been with small projects of a few thousand dollars such as home remodels or restaurant tenant changes to large $40 million projects of single family homes and theatres.

Project Experience

Marble Employee Housing, Marble, CO – *Remodel*
On-going design of renovation of an 8 unit residential building. Major structural modifications to the roof form, new stairs for improved unit accessibility, and an addition on the upslope side of the residence that is partially below grade.

Basalt Center Circle, Basalt, CO – *New Construction*
Design of structural podium slab and foundations for multi-family residential building. Coordinate pre-manufactured building consultant for loads to be imposed on top of unit. Desing and coordinate with consultant for pieces of building above that would be attached to prefab building elements.

478 Willoughby Way, Aspen, CO – *New Residential Home*
Conceptual design through shop drawing review and overseeing the start of construction. The floors and roof are concrete over metal deck supported by steel and support green roofs, radiant floors, and an interstitial utility mechanical level. The structural concrete walls of the home provide the permanent lateral soil resisting system for a 25 foot walkout basement condition.

Resume

Eric L. Stream, P.E.

Associate Engineer

CTL|THOMPSON
Founded in 1971

Office Location

Glenwood Springs, Colorado

Years of Experience

15 Years

Education

B.S. Civil Engineering
University of Colorado 2007

Professional Registration

Registered Professional Engineer:
Colorado PE# 53471

Skills

AutoCAD Civil 3D, HEC-RAS (geoRAS and RAS 2D),
HEC-HMS, SWMM, SSA, Hydraflow, MHFD (UDFCD) spreadsheets, WaterCAD

Certifications & Professional Training

Certified Floodplain Manager (CFM), expired

Professional Affiliations

American Society of Civil Engineers via CTLT

Colorado Association of Stormwater and Floodplain Managers, former member

Mr. Stream has over 15 years of experience in civil engineering. He joined CTL|Thompson, Inc. in 2025 and currently serves as Associate Engineer based in our Glenwood Springs branch office. He is responsible for client service, project engineering, and the supervision of staff professionals related to civil engineering projects.

Mr. Stream's expertise in engineering and staff supervision includes stormwater management planning and design, floodplain analysis, mapping and management, water and wastewater system design, hydraulic and hydrologic modeling, detention and water quality basin design, parks, recreational, open space and trail design, civil design of public infrastructure, site development, construction monitoring, grading and erosion control, quantity and cost estimating.

His knowledge and background include preparation of drainage reports, construction plans, FEMA CLOMR/LOMR submittals, stormwater management plans, project proposals and technical specifications. He works with project managers, engineers, architects, surveyors and clients.

Bighorn Consulting Engineers is a mechanical and electrical engineering firm dedicated to providing the highest quality consulting engineering services for commercial, educational, institutional, and residential building clients. The firm was originally founded in 2003 by Blaine Buck, P.E. and Shawn Brill, P.E., CEM, and continues to be operated by Blaine Buck and Mark Harrington, P.E., LEED.



Our personnel have over 200 years in the industry with experience not only in consulting engineering but also equipment sales, temperature controls, contracting and facilities management. This diverse background enables us to better understand client needs and expectations. We are licensed in Colorado, Arizona, California, Nevada, New Mexico, Oklahoma, Oregon, South Dakota, Texas, Utah, Wisconsin, and Wyoming.

We offer a full range of engineering services including system evaluations, life-cycle cost analysis, conceptual planning and budgeting and construction documents and specifications.

We are able to respond quickly and efficiently to client needs and expectations. The principals are in charge of all projects from conceptual/planning stage through construction and close-out. We pride ourselves on the ability to listen to our clients, meet their expectations, and provide them with a lasting relationship with our firm.

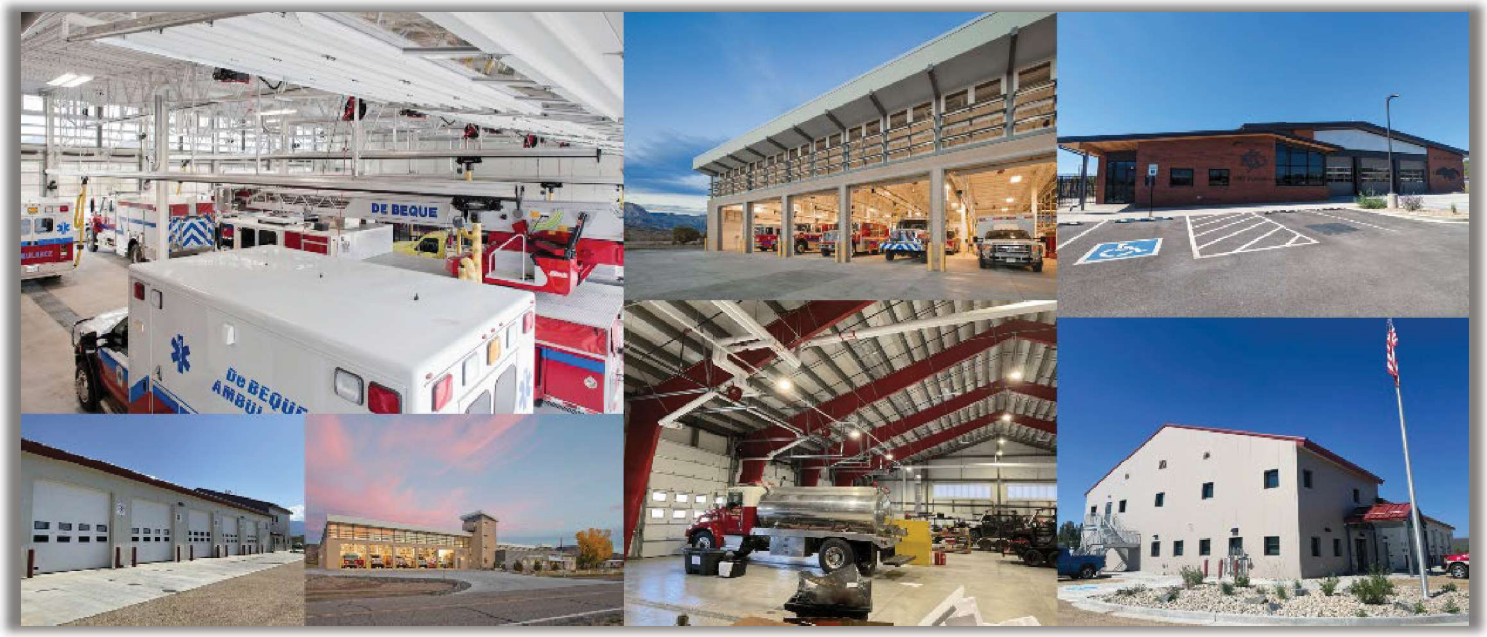


Project budgets are maintained by early involvement with the client to understand the scope of work and schedule requirements and by developing project budgets early in the planning stage. Budgets through design are maintained by generating cost estimates at the SD, DD and CD phases of the project if applicable and by modifying the scope of work and/or defining bid alternates to control the cost during bidding. Schedules are maintained by close attention to client bid dates and construction periods involved in the project from conceptual planning through construction.

The principals have been involved on multi-discipline design teams involving architects, engineers, owners, and contractors on projects ranging up to $145 million. We have also performed numerous code reviews of building projects and on site construction inspections for the Colorado State Buildings Program thus assuring that we maintain the latest information on building codes throughout our intermountain region. New construction and difficult remodels are both approached with equal enthusiasm. Older remodels are a company specialty and have included a 100-year-old courthouse in Aspen and 50-year-old school remodels in the Grand Junction area.

BIGHORN CONSULTING ENGINEERS, CO.

386 Indian Road
Grand Junction, CO 81501
(970) 241-8709



Additional Fire Station Projects

- Grand Junction Fire Station #8
- Grand Junction Fire Station #3
- Montrose Fire Department Admin Building
- Glade Park Fire Station
- Delta Fire Station
- Loma Fire Station
- Durango Fire Station #3
- Telluride Airport Fire Pump
- DeBeque Fire Station
- Ridgway Fire Station
- Lower Valley Fire District
- Ragged Mountain Fire
- Palisade Fire Station
- Olathe Fire Station
- Grand Junction Fire Administration
- Grand Junction Fire Station #1
- Montrose Fire Station #3
- Rifle Fire Station #1 Remodel
- Rifle Fire Station #3
- Gypsum Fire Station
- Battlement Mesa Fire Department
- Moab Fire Department
- Log Hill Fire Station
- Montrose Fire Station #2
- Lake City Fire Department

CRESTED BUTTE FIRE PROTECTION DISTRICT

Crested Butte, CO - 2023

- A new 21,600 ft² Fire Station HQ Building, a new, 5,685 ft² Search and Rescue Facility, and a new 2600 ft² Training Building on the same site in Crested Butte, CO.
- Mechanical systems were comprised of a central boiler plant serving both the HQ and Search and Rescue buildings, which provided hot water for in-floor radiant heat as well as unit heate5rs, duct heaters, and domestic hot water. A VRF heat pump system with heat recovery was also used to provide cooling and secondary heating. A Roof top DOAS and smaller ERVs were used for general ventilation. A source capture vehicle exhaust system was used for exhaust in the apparatus bays.
- The lighting was all new LED and the plumbing fixtures were low flow and sustainable.

GRAND NORTH FIRE STATION

Granby, CO - 2022

- A new 16,100 ft² fire station located in Granby, Colorado. The building consisted of apparatus bays, office spaces, and sleeping quarters.
- This mechanical system was comprised of a central boiler plant which provided hot water for in-floor radiant heat systems as well as the domestic hot water requirements. Energy recovery ventilators provided the required fresh air and exhaust.
- The lighting systems were comprised of all new LED fixtures.
- The plumbing fixtures were served by a well system and were low flow to ensure a sustainable design.

GRAND JUNCTION FIRE STATION #7

Grand Junction, CO - 2024

- A new 10,500 ft² Fire station in Grand Junction, Colorado.
- The mechanical system was comprised of Central gas furnaces and air conditioning, and evaporative cooling and gas-fired radiant tube heaters in the apparatus bays. Energy recovery ventilators provided the required fresh air and exhaust. Fan Filter Units were used in the Apparatus bays for vehicle exhaust ventilation.
- The lighting was all new LED and the plumbing fixtures were low flow and sustainable.
- Decontamination showers, located between the apparatus bay and the common area were included in the design.



Additional Multifamily Projects

- Black Mountain Multifamily (2025)
- Steamboat Hilltop Multifamily (2024)
- Stott's Mill Housing (2024)
- Capitol Flats Eagle (2024)
- Highlands Riverfront Tract E (2024)
- Castle Valley Multifamily (2024)
- Little Beaver Trail Housing (2023)
- Alpenglow Phase 2 (2023)
- North Main Apts Durango (2022)
- CTR Apartments (2022)
- Crossroads Montrose (2022)
- The Junction (2022)
- West Eagle Housing (2021)
- 159 Snowmass Duplexes (2021)
- River Trace Multifamily (2021)
- Stott's Mill (2021)
- Grand Avenue Multifamily (2021)
- Struthers Multifamily (2021)
- Mesa Street Multifamily (2021)

VIRGINIA PLACER – Phase 1

Telluride, CO - 2016

- A new, 12,000 ft^2 Residential – 18 Unit Multifamily Apartment building and 9,000 ft^2 3-story Residential Boarding House.
- This mechanical system was comprised of a central boiler plant for each building which provided hot water for in-floor radiant heat systems as well as the domestic hot water requirements. Energy recovery ventilators provided the required fresh air and exhaust.
- The lighting was all new LED and the plumbing fixtures were low flow and sustainable.

TELLURIDE LOT B

Telluride Affordable Housing - 2018

- A new, 24,000 ft^2 Residential – Multifamily housing project located in Telluride, Colorado. 24 Units
- The mechanical system was comprised of individual gas fired combination boilers which provided hot water for an in-floor radiant heat system as well as the domestic hot water requirements. Energy recovery ventilators provided the required fresh air and exhaust.
- The lighting systems were comprised of all new LED fixtures.
- The plumbing fixtures were low flow and were part of a sustainable design.

BUFFALO VALLEY APARTMENTS

Glenwood Springs Housing – 2016 & 2019

- A new, 65,000 ft^2 Residential – Multifamily housing project located in Glenwood Springs, Colorado. 136 Units.
- The mechanical system was comprised of individual low temperature air-to-air heat pumps with ducted indoor fan coil units. The domestic water heaters were electric tank style.
- The lighting systems were comprised of all new LED fixtures.
- The plumbing fixtures were low flow and were part of a sustainable design.



Blaine Buck, P.E.

Blaine is President of Bighorn Consulting Engineers and is a mechanical consulting engineer with over 30 years of experience in designing mechanical and plumbing systems. Blaine manages and directs an office of 20 mechanical and electrical engineers and designers to complete commercial, residential, and institutional projects.

B.S. in Mechanical Engineering, Colorado State University, 1994

Registrations

- Colorado
- Utah

Affiliations

- ASHRAE
- AEE Certified Building Commissioning Professional



Mark Harrington, P.E., LEED AP

Lead Mechanical Engineer

Mark is a mechanical consulting engineer, LEED Accredited Professional, and Vice-President of Bighorn Consulting Engineers. He has 25 years of experience designing HVAC systems for commercial, educational, and institutional buildings. He produces construction drawings and specifications, as well as performs field reviews. Other functions include generating construction cost estimates and performing energy and life-cycle cost analysis.

B.S. in Mechanical Engineering, Colorado State University, 1998

Registrations

- Colorado
- Arizona
- California
- Nevada
- Oklahoma
- Oregon
- Pennsylvania
- South Dakota
- Utah
- Wisconsin

Affiliations

- ASHRAE
- Secretary – Board of Directors, Community Hospital

Project Experience

- Crested Butte Fire Station, Crested Butte, CO
- Grand North Fire Station, Grandby, CO
- Montrose Fire Station #3 and #2, Montrose, CO
- Rifle Fire Station #3, Rifle, CO
- Grand Junction Fire Station #1 and #3, Grand Junction, CO
- Palisade Fire Station, Palisade, CO
- Olathe Fire Station, Olathe, CO



B.S. in Engineering with Electrical Specialties; B.S. in Engineering with Mechanical Specialties; Colorado School of Mines, 2003

Registrations

- Colorado
- Arizona
- California
- Nevada
- New Mexico
- Oklahoma
- Oregon
- South Dakota
- Utah
- Wisconsin
- Wyoming

Drew Brown, P.E.

Lead Electrical Engineer

Drew is an electrical engineer with two degrees from Colorado School of Mines. Drew spent the beginning of his career using his degree and professional engineering license in the field and practical experience. He worked in the ski industry on ski lifts and other apparatus as a field engineer. This gives Drew the unique skill of taking what he knows from the field and applying it to the design of power systems in buildings. He knows what the electrician needs and how they need to see it as he has installed most of what he is currently designing.

Project Experience

- Crested Butte Fire Station, Crested Butte, CO
- Grand Junction Fire Station #7 and #8, Grand Junction, CO
- Glade Park Fire Station, Glade Park, CO
- Delta Fire Station, Delta, CO

PROJECT PROPOSAL

Prepared by:

EMERGENCY SERVICES CONSULTING INTERNATIONAL

4795 Meadow Wood Lane Suite 110 Chantilly, Virginia 20151

1-800-757-3724

info@esci.us

www.esci.us

ESCI OVERVIEW

Since 1976, ESCI's strength has been its commitment to customer satisfaction, innovation, and quality services. We are a vision-driven organization that is growing and changing to meet the dynamic challenges and opportunities for public safety services worldwide. ESCI approaches its mission in a manner that results in scalable, sustainable, and defensible solutions for all types and sizes of public safety organizations.

Our formula is simple. We utilize the best and brightest consultants, professionals, strategic partners, and subject matter experts. These amazing men and women provide validated and proven analysis of current and future conditions, compare findings against industry best practices and community standards and provide innovative, sustainable, and customized solutions for the future.

We take the time to develop meaningful relationships with our clients and partners, provide recognition of the essential and vital work of public safety agencies, and demonstrate unwavering respect for the men and women providing public safety services worldwide.

ESCI is thinking differently about public safety consulting to help change the world, one community at a time. I encourage you to read through this prospectus and learn all we offer. We'd love to work with you and your community.



> *We accomplish this by providing the highest value of consulting services and educational programs.*

> *The mission of ESCI is to provide expertise and guidance that enhances community safety.*



THE ESCI ADVANTAGE

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The ESCI Advantage includes:

- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state governments.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your



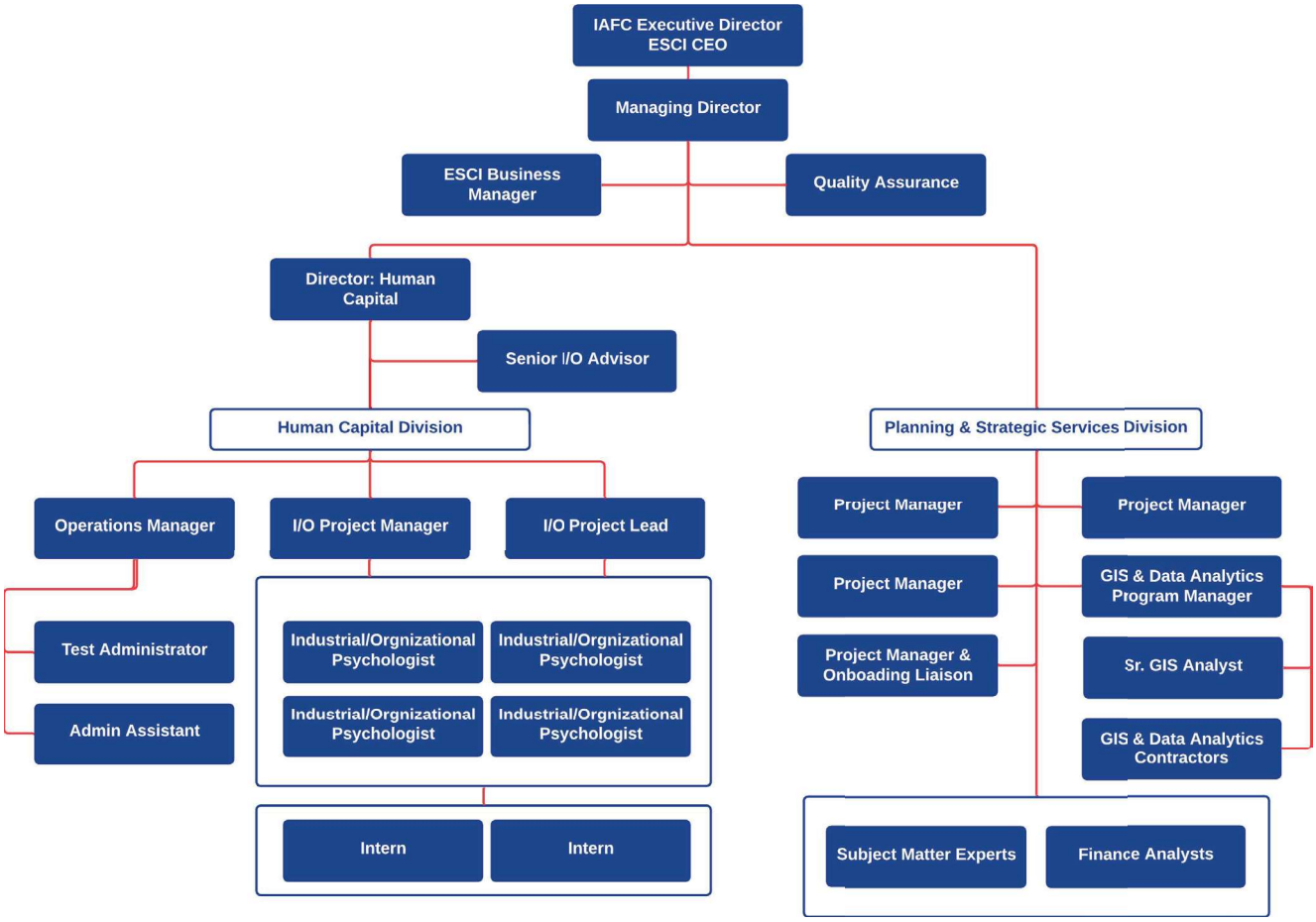
ESCI AT A GLANCE

As the consulting firm of the International Association of Fire Chiefs, Emergency Services Consulting International has reliably met the needs of emergency services agencies for over nearly fifty years. With our international presence, ESCI has the ability to draw upon a international network of resources to assist with fire, EMS, law enforcement and homeland security agencies to plan and adapt to future needs.



RELATIONSHIPS. RECOGNITION. RESPECT

ESCI ORGANIZATIONAL CHART





JOE POWERS

MPA, CFO, EFO

ESCI Managing Director

Richmond, Virginia

EDUCATION

- Master's Degree | Public Administration
  Arkansas State University
- Bachelor's Degree | Health Sciences
  James Madison University
- Executive Fire Officer
  National Fire Academy

PROFESSIONAL EXPERIENCE

- Past Deputy Fire Chief
- Community Risk Reduction Board Member
- IAFC Fire & Life Safety Section Advisory Council
- Vision 20/20 Project Advisory Council
- American Assoc. of Insurance City Fire Official
- Fire Marshal Public Information Officer
- Fire Accreditation Peer Assessor
- Fire Credentialing Peer Reviewer

INTRODUCTION

Joe Powers is a 29-year fire service veteran with a master's in public administration and a bachelor's in health sciences. Both locally and internationally, Joe works with fire departments to improve operational response, reduce organizational workload, and tie data to strategic decision-making. He worked for 20 years in Henrico County (VA) as a shift commander, strategic planner, accreditation manager, and innovator. Mr. Powers became the first Deputy Chief of Community Risk Reduction at the Charlottesville (VA) Fire Department, a position he built from the ground up. In Charlottesville, Joe believed the industry's value was in response and building more resilient communities through risk assessment, partnerships, and matching resources to needs. By tying social service, community health, and mental health resources together, Powers and his teams matched resources to the community to decrease the workload in emergency response.

Today, Joe is the Managing Director for the International Association of Fire Chief's Emergency Services Consulting International consulting firm. Since early 2022, Joe and the ESCI team have been thinking differently to change the world one community at a time.

Additionally, Mr. Powers worked closely with the Center for Public Safety Excellence, the International Association of Fire Chiefs as a board member for the Fire & Life Safety Section, the Vision 20/20 Project as a steering committee member, and frequently speaks at conferences on topics like community risk reduction, strategic planning, and fire service data. Joe lives outside of Richmond, Virginia, with his wife and two boys.

Emergency Services Consulting International
Helping Change the World, One Community at a Time



RICHARD CURTIS

B.S., EFO
Associate Consultant

Anacortes, Washington

EDUCATION

Bachelor's Degree
Fire Service Administration
Eastern Oregon University, Oregon

Executive Fire Officer
National Fire Academy

PROFESSIONAL EXPERIENCE

Fire Chief | Anacortes, Washington
22-Years – Retired 2018

Interim Fire Chief
City of Astoria Fire Department, Oregon

Interim Fire Chief
South Pierce Fire & Rescue, Washington

Curtis Emergency Services
Anacortes, Washington

Bonney Lake Fire Department
Battalion of EMS & Fire Prevention

INTRODUCTION

Richard Curtis began his fire career volunteering with the Hoodland Fire District near Mount Hood, Oregon. After graduating high school, Richard joined the department full-time, working for 12 years and advancing his career as a paramedic and company officer. Richard was hired by the City of Bonney Lake in Washington State and served five years as a Battalion Chief responsible for managing EMS and Fire Prevention services. Richard then accepted the position of Fire Chief for the City of Anacortes, where he served for 22 years. The department provided paramedic/transport services, which provided a unique insight into EMS delivery services. In 2018, he retired from the fire service and started his business as an emergency management consultant and interim Fire Chief for fire departments in transition.

Since retirement, Richard has been honored to serve as interim Fire Chief for the City of Astoria, Oregon, and South Pierce Fire & Rescue, near Tacoma, Washington. These opportunities gave Richard a unique perspective and experience integrating within diverse organizational cultures, learning from the people and their processes, and providing recommendations and opportunities for improvement. After Richard completed his interim Fire Chief role with South Pierce Fire & Rescue, he was asked by the district to lead impact and contract bargaining on behalf of management for a senior officer reorganizational effort.
Richard joined the ESCI team as an associate consultant in October 2021. Richard provides a robust skill set and experience with combination fire departments within Cities and Fire Districts. He is experienced with Master planning, Community Risk Assessments, Strategic Planning, Public Safety Review, and Cooperative Services Study.



RODNEY MASCHO

Associate Consultant & Data Analytics

INTRODUCTION

Rodney Mascho has served in the fire service for over 30 years. He currently serves as a Deputy Chief with Marion County Fire Rescue in Ocala, Florida. Thus far in his career, Rodney has held the positions of Deputy Chief, Division Chief, District Captain, Training Officer, Lieutenant, Firefighter/EMT, and Paramedic.

Chief Mascho's work experience and responsibilities have included fire department administration, community relations, human resources, financial management, strategic planning, emergency medical service, fire suppression, accelerant detection K-9 handler, and training in many areas of fire and emergency medical services. In his current position, he manages all administrative aspects of EMS transport and non-transport service and is the key data analyst for the department. Rodney's deep understanding of the EMS aspects of the fire service, along with his extensive chief officer experience, provides a broad background to ESCI projects.

Ocala, Florida

EDUCATION

- Bachelor Degree | Bachelor of Science University of Florida
- Associate's Degree | Science & EMS College of Central Florida

PROFESSIONAL EXPERIENCE

- Deputy Fire Chief | Marion County Fire
- EMS Adjunct Instructor, College of Central Florida
- Fire Service Instructor III
- Fire Safety Inspector
- American Heart Association Instructor



Lisa A. Jackson, MS, GISP, FI2

ESCI
GIS & Data Analytics Program Manager

Cochran, Georgia

EDUCATION

- Master's Degree | Geography
  Florida State University
- Bachelor's Degree | Environmental Geosciences, Valdosta State University

PROFESSIONAL EXPERIENCE

- Esri ArcGIS Online Administration Associate
- GISP Certified Professional
- Senior Geospatial Analyst & Developer
- Adjunct GIS & Geography Instructor
- Fire Instructor II
- NPQ Firefighter II
- Vehicle Extrication & Technical Rescue Operations
- Incident Command System (ICS) Protocols Practitioner
- Fire Service Educator & Trainer

INTRODUCTION

Lisa Jackson is a geospatial professional and certified Fire Instructor II with over 17 years of experience delivering GIS solutions across federal, state, and local agencies. She holds a master's degree in geography from Florida State University and a bachelor's in environmental geosciences from Valdosta State University. Lisa's career spans multidisciplinary domains—bringing together spatial data, field operations, and strategic planning to support mission-critical decisions.

She has led modernization efforts for agencies nationwide—designing intuitive web and mobile applications, automating workflows with Python, and administering ArcGIS Enterprise and Online environments. Her passion lies in public safety and transforming raw data into actionable insights that improve operations, enhance situational awareness, and support resilient communities.

In addition to her technical leadership, Lisa has taught GIS, geography, and natural hazards as an adjunct instructor for over a decade, mentoring students at institutions like Southern New Hampshire University and Valdosta State. She also serves as a firefighter and instructor with the Bleckley County Fire Department, where she responds to emergencies and trains the next generation of responders.

Additionally, Mrs. Jackson serves alongside her husband Scott, a fellow geospatial professional and Fire Instructor II with more than a decade of volunteer fire service experience. Together, they live in Cochran, Georgia, where they raise their 2.5-year-old son Rowan and share family life with Lisa's two stepchildren—Jeremiah (18) and Bryn (14).

bg ARCHITECTURE & DESIGN

Section 3
Approach to Project

bg ARCHITECTURE & DESIGN

Approach to Project

BGA&D has a proven track record of delivering projects on time and on budget due in large part to our approach to managing consultant teams. In addition to typical project milestones, we employ internal mid-phase coordination milestones and multiple rounds of internal QA/QC coordination prior to issuing deliverables.

We have delivered numerous successful projects with the consultants that are included in this proposal. These long-term relationships provide an established track record of accountability and allow us to respond dynamically when needed.

We utilize AIA best practices checklists for deliverables and require that our consultants deliver the checklist items as well. We find that the AIA checklists provide guidance for professional standards and practices that are likely expected by the client to be delivered but could not practically be fully described in the RFP.

We have reviewed and understand the owner's project goals and objectives. We find that our collaborative and integrative approach results in a linear and efficient process. A high level of communication assures alignment of the design team's efforts and the desired project outcomes.

Our team members Kyle and Erik live in Carbondale, one of them on Meadwood near the HQ. They are looking forward to the opportunity to contribute to the character of their hometown and to attend meetings on foot or by bike whenever possible.

The work described in the following pages is the basis for this proposal.

Station 81 _ Carbondale Renovation and Upgrades

300 Meadowood Drive Carbondale, CO 81623

Crew Quarters- 1st and 2nd floor renovation and upgrades to include Dayroom, Dining Room, Kitchen, Activity Room, Second Floor Bunks and Sitting Area

Approach

- Programming
    - o Confirm program with client
- As-builts
    - o Confirm existing building conditions
- Code review
- Schematic Design
    - o Incorporate client program into SD level documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
    - o Lead a page turn of SD documents at the conclusion of the phase with client and contractor for clarity and additional input
    - o Lead design team QA/QC reviews
    - o Ensure the documentation captures all scope and is ready for permit documentation.
    - o Integration of design input from all team members
    - o Attend pre-submittal meetings with Town of Carbondale Building and Planning Departments to determine minimum permit submission requirements and applicability of locally adopted code amendments and energy programs
    - o Coordinate pre-design tasks including asbestos testing etc.
        - ☐ Per RFP
            - Integration of design input from all team members
            - Confirm user experience of building as it relates to project goals
            - Form, adjacencies and spatial relationships of the project
            - Coordinate selection of major building systems and performance requirements
            - Regulatory requirements for the building (i.e.: fire/life safety plan)
            - Sustainability targets and proposed systems
            - Outline or Performance Specification
            - Refinement of design schedule
            - Selecting major building systems and setting performance requirements
            - Locate major pieces of equipment and routing in the project
            - Identify unique conditions that need to be addressed in the next phase as the systems are being detailed
            - Validate lead times for long-lead items
            - Final analysis of construction systems selected

- Construction Documents
  - o Develop schematic documentation into permit ready construction documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
  - o Lead a page turn of CD documents at the conclusion of the phase with client and con tractor to ensure the documentation captures all scope and is ready for permit submission.
  - o Lead design team QA/QC reviews
    - ☐ Per RFP
      - Finalize design model for architecturally related design intent for con struction
      - Provide detailed construction drawings for fabrication and construction of project scope
      - Finalize specifications
      - Provide drawings for CM/GC Guaranteed Maximum Price and building permit
      - Respond to building permit questions and answers
      - Respond to CM/GC suggestions/alternates/means and methods approach es
      - Amend drawings as necessary for building permit, VE and alternates

A. Project Scope
- •Crew Quarters- 1st and 2nd floor renovation and upgrades.
- Exterior window replacement and acoustical treatment at interior of crew quarters walls facing Highway 133.
- Remove and replace exterior siding at East and South elevations.
- Electrical- upgrade electrical receptacles and switches.
- Upgrade all light fixtures to LED.
- Mechanical systems- utilize existing system and renovate supply and return ducts to serve new configurations.
- Plumbing systems- upgrade plumbing fixtures.
- Wet-pipe fire sprinkler system- renovate to accommodate renovation work.

B. Additional scope via Addendum #1
- Kitchen Remodel
- New Roof at original building
- Weight Room refresh
- Balancing of central HVAC system
- Temperature control in each bedroom
- Kitchen wall- South expansion to allow for a Day Room expansion.

B. Schedule
- Estimated timeline for design and construction: 2026

Station 81 _ District Headquarters
301 Meadowood Drive Carbondale, CO 81623

2,000sf of renovation to include Lower floor renovation and upper floor flooring, kitchen, lighting and acoustic improvements

Approach
- Programming
    - o Confirm program with client
- As-builts
    - o Confirm existing building conditions
- Code review
- Schematic Design
    - o Incorporate client program into SD level documentation based on the AIA best prac tice phase checklists for all design disciplines participating in the team.
    - o Lead a page turn of SD documents at the conclusion of the phase with client and con tractor for clarity and additional input
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    - o Ensure the documentation captures all scope and is ready for permit documentation.
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    - o Attend pre-submittal meetings with Town of Carbondale Building and Planning Departments to determine minimum permit submission requirements and applicability of locally adopted code amendments and energy programs
    - o Coordinate pre-design tasks including asbestos testing etc.
        - ☐ Per RFP
            - Integration of design input from all team members
            - Confirm user experience of building as it relates to project goals
            - Form, adjacencies and spatial relationships of the project
            - Coordinate selection of major building systems and performance requirements
            - Regulatory requirements for the building (i.e.: fire/life safety plan)
            - Sustainability targets and proposed systems
            - Outline or Performance Specification
            - Refinement of design schedule
            - Selecting major building systems and setting performance requirements
            - Locate major pieces of equipment and routing in the project
            - Identify unique conditions that need to be addressed in the next phase as the systems are being detailed
            - Validate lead times for long-lead items
            - Final analysis of construction systems selected
            - Existing building drawings to include
                - o as-built drawings of interior spaces that will require renovation.

- o Interior spaces will only include the lower floor and upper floor kitchen.
- o Measure and evaluate the existing spaces to confirm horizontal dimensions, vertical dimension, existing floor elevations, structural elements, electrical, plumbing and mechanical systems.
- o These Auto Cad backgrounds will be utilized by the full Project Team.
- o Upper floor existing building drawings will include floor space only for use in flooring replacement.

• Construction Documents

- o Develop schematic documentation into permit ready construction documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
- o Lead a page turn of CD documents at the conclusion of the phase with client and contractor to ensure the documentation captures all scope and is ready for permit submission.
- o Lead design team QA/QC reviews
  - ☐ Per RFP
    - • Finalize design model for architecturally related design intent for construction
    - • Provide detailed construction drawings for fabrication and construction of proj ect scope
    - • Finalize specifications
    - • Provide drawings for CM/GC Guaranteed Maximum Price and building permit
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    - • Respond to CM/GC suggestions/alternates/means and methods approaches
    - • Amend drawings as necessary for building permit, VE and alternates

A. Project Scope

• Lower floor

- o Training classroom construction including partitions, electrical, audio-visual, mechanical and sound attenuation.
- o The mechanical ductwork in the lower floor requires re-design to allow for ceiling height increases and reduction in mechanical system noise.
- o Electrical- upgrade electrical receptacles and switches. Upgrade all light fixtures to LED.
- o Mechanical systems- utilize existing system and renovate supply and return ducts to serve new configurations.
- o Plumbing systems- renovation.
- o Wet-pipe fire sprinkler system- renovate to accommodate renovation work.

• Upper floor

- o flooring replacement.
- o Acoustical attenuation systems in the hallways and conference/training rooms.

i. Additional scope via Addendum #1

- o Remodel kitchen

- o New Roof at original building
- o Weight Room refresh
- o Balancing of central HVAC system
- o Temperature control in each bedroom
- o Kitchen wall- South expansion to allow for a Day Room expansion.

B. Schedule

- Estimated timeline for design and construction: 2026

Station 82 _ Redstone New Station
TBD Carbondale, CO

Construction of a new 5,000 sq. ft. fire station

Approach
- Programming
  - o Confirm program with client
- As-builts
  - o Confirm existing building conditions
- Code review
- Schematic Design
  - o Incorporate client program into SD level documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
  - o Lead a page turn of SD documents at the conclusion of the phase with client and contractor for clarity and additional input
  - o Lead design team QA/QC reviews
  - o Ensure the documentation captures all scope and is ready for permit documentation.
  - o Attend pre-submittal meetings with Town of Carbondale Building and Planning Departments to determine minimum permit submission requirements and applicability of locally adopted code amendments and energy programs
  - o Coordinate pre-design tasks including asbestos testing etc.
    - ☐ Per RFP
      - Integration of design input from all team members
      - Confirm user experience of building as it relates to project goals
      - Form, adjacencies and spatial relationships of the project
      - Coordinate selection of major building systems and performance requirements
      - Regulatory requirements for the building (i.e.: fire/life safety plan)
      - Sustainability targets and proposed systems
      - Outline or Performance Specification
      - Refinement of design schedule
      - Selecting major building systems and setting performance requirements
      - Locate major pieces of equipment and routing in the project
      - Identify unique conditions that need to be addressed in the next phase as the systems are being detailed
      - Validate lead times for long-lead items
      - Final analysis of construction systems selected
- Design Development
  - o Expand schematic documentation into design development documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
  - o Lead design team QA/QC reviews

- o Lead a page turn of DD documents at the conclusion of the phase with client and con tractor for clarity and additional input
- o Ensure the documentation captures all scope and is ready for permit documentation.
  - ☐ Per RFP
    - • Coordinate and integrate input from project stakeholders and ensure compliance with project requirements
    - • Detail concept ideas into constructible form
    - • Code compliance
    - • Complete design of building systems
    - • Estimating and cost containment
    - • Verify system performance
    - • Final analysis and recommendation on construction systems

• Construction Documents

- o Advance design development documentation into permit ready construction documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
- o Lead design team QA/QC reviews
- o Lead a page turn of CD documents at the conclusion of the phase with client and contractor to ensure the documentation captures all scope and is ready for permit submission.
  - ☐ Per RFP
    - • Finalize design model for architecturally related design intent for con struction
    - • Provide detailed construction drawings for fabrication and construction of project scope
    - • Finalize specifications
    - • Provide drawings for CM/GC Guaranteed Maximum Price and building permit
    - • Respond to building permit questions and answers
    - • Respond to CM/GC suggestions/alternates/means and methods approaches
    - • Amend drawings as necessary for building permit, VE and alternates

A. Project Scope

- • Construction of a 5,000 sq. ft. (prox.) fire station.
- • 4 apparatus bays, Bunker Gear, Day Room, Training Room, Fitness Room, 1 office, 2 public re strooms
- • Crew Quarters- 4 personnel including restrooms/bathing facilities and mechanical Room
- • Pre-engineered steel construction
- • Site planning to include utility planning and design to include electrical, natural gas, potable water and sanitary sewer

B. Schedule

- • Estimated timeline for property acquisition and design: 2026
- • Estimated construction: 2027

Station 82 _ Redstone Renovation
1085 Redstone Blvd. Redstone, CO 81623

Renovation and an addition to the existing fire station to convert to Workforce Housing, approximately 1,500sf.

Approach

- Programming
  - o Confirm program with client
- As-builts
  - o Confirm existing building conditions
- Code review
- Schematic Design
  - o Incorporate client program into SD level documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
  - o Lead a page turn of SD documents at the conclusion of the phase with client and contractor for clarity and additional input
  - o Lead design team QA/QC reviews
  - o Ensure the documentation captures all scope and is ready for permit documentation.
  - o Attend pre-submittal meetings with Town of Carbondale Building and Planning Departments to determine minimum permit submission requirements and applicability of locally adopted code amendments and energy programs
  - o Coordinate pre-design tasks including asbestos testing etc.
    - ☐ Per RFP
      - Integration of design input from all team members
      - Confirm user experience of building as it relates to project goals
      - Form, adjacencies and spatial relationships of the project
      - Coordinate selection of major building systems and performance requirements
      - Regulatory requirements for the building (i.e.: fire/life safety plan)
      - Sustainability targets and proposed systems
      - Outline or Performance Specification
      - Refinement of design schedule
      - Selecting major building systems and setting performance requirements
      - Locate major pieces of equipment and routing in the project
      - Identify unique conditions that need to be addressed in the next phase as the systems are being detailed
      - Validate lead times for long-lead items
      - Final analysis of construction systems selected
- Design Development
  - o Expand schematic documentation into design development documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.

- o Lead design team QA/QC reviews
- o Lead a page turn of DD documents at the conclusion of the phase with client and contractor for clarity and additional input
- o Ensure the documentation captures all scope and is ready for permit documentation.
  - ☐ Per RFP
    - Coordinate and integrate input from project stakeholders and ensure compliance with project requirements
    - Detail concept ideas into constructible form
    - Code compliance
    - Complete design of building systems
    - Estimating and cost containment
    - Verify system performance
    - Final analysis and recommendation on construction systems

• Construction Documents

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    - Amend drawings as necessary for building permit, VE and alternates

A. Project Scope

- Renovation and an addition to the existing fire station to convert to Workforce Housing.
- Renovation of the existing residential area on the 2nd floor.
- Renovation of the existing training room and apparatus bays on the first floor to Workforce Housing.

B. Schedule

- Estimated timeline for property acquisition and design: 2026
- Estimated construction: 2028

Marble Workforce Housing
TBD Marble, CO

Construction of Workforce Housing- 4 units

Approach
- Programming
  - o Confirm program with client
- As-builts
  - o Confirm existing building conditions
- Code review
- Schematic Design
  - o Incorporate client program into SD level documentation based on the AIA best practice phase checklists for all design disciplines participating in the team.
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    - ☐ Per RFP
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• Construction Documents

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A. Project Scope

- • Construction of Workforce Housing- 4 units

B. Schedule

- • Estimated timeline for property acquisition and design: 2026/2027
- • Estimated construction: 2028

Station 85 Missouri Heights
6986 County Road 100 Carbondale, CO 81623

Addition onto the existing station to include Crew Quarters and 4 units of Workforce Housing, approximately 6,000sf on two levels.

Approach

- Programming
  - o Confirm program with client
- As-builts
  - o Confirm existing building conditions
- Code review
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A. Project Scope

- • Addition onto the existing station to include Crew Quarters
- • 4 personnel including restrooms/bathing facilities, mechanical room
- • 4 units of workforce housing
- • Site planning to include utility planning to include evaluation of the existing electrical, potable water (existing water well) and on-site wastewater treatment system.

B. Schedule

- • Estimated timeline for property acquisition and design: 2026/2027
- • Estimated construction: 2028

Carbondale Workforce Housing
TBD Carbondale, CO 81623

3 story structure with basement. 66 dwelling units, approximately 103,809sf with a mix of unit types according to preliminary layouts

Approach

- Programming
  - o Confirm program with client
- As-builts
  - o Confirm existing building conditions
- Code review
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A. Project Scope

- • 3 story structure with basement. 66 dwelling units. Square footage, unit mix, ancillary spaces and functions per the preliminary layouts

B. Schedule

- • Estimated timeline for property acquisition and design: 2026/2027
- • Estimated construction: 2028

bg ARCHITECTURE & DESIGN

Section 4
References

J. Lyles Glenn
Chairman of the Board and Chief Executive Officer (Overseeing Current Workforce Housing Project)
Gates Family Ranches, LLC
Principal of Keenan Development (Owner/Principal for numerous publicly bid, FAR and state procurement projects)
Chief Operating Officer University of South Carolina
Work (803) 753-5830
Cell (803) 629-8642
lglenn@kdallc.com
Project: The A Bar A Ranch: Workforce Housing_Currently Active 2024-2026

Burk Knowlton
Assistant Ranch Manager, Project Manager for Current Workforce Housing Project
A Bar A Ranch Encampment, WY
Work (307) 327-5454
Cell (803) 269-6392
burk.knowlton@abararanch.com
Project: The A Bar A Ranch: Workforce Housing_Currently Active 2024-2026

Todd Schmitt
Preconstruction Manager, Shaw Construction
Work (970) 248-2644
Cell (720) 765-9716
toddschmitt@shawconstruction.net
Projects:
The A Bar A Ranch: Workforce Housing_Currently Active 2024-2026
Aspen Country Inn_City of Aspen_Completed 2016

Ben Levenson
Sr. Project Manager | Capital Asset
(970) 309-5199
ben.levenson@aspen.gov
Project: Truscott Stair repair and numerous projects via BGA&D's as-needed COA contract

Mike Eroh
Owner | Mike Eroh Construction (Project Manager at Hansen Construction during project)
Cell (970) 989-4108
merohbc@gmail.com
Project: The Pines Residence, Snowmass Village, CO_Completed 2021 ($5.5M)

bg ARCHITECTURE & DESIGN

Section 5
Fee Proposal and schedule

bg ARCHITECTURE & DESIGN

Fee Proposal Approach

Please find our comprehensive design team's fee proposal in the CRFPD design fee worksheet. Additional information illustrating how the fee worksheet has been built up to reach the total for the proposal is provided below along with projected design duration schedules. Total reimbursable amounts are provided, and no additional markup is anticipated.

We have a long history of working on public projects and understand the high level of service/project delivery required and the importance of public perception of this work, its character and cost.

We utilized all available bond issue and the RFP data to develop the fee. We approached the fee projection from several perspectives, task-based, schedule-based and assessment of fee as a percentage of a potential project budget.

For example, we projected a hard cost budget and tested our fees against it on percentage basis. Our review of the available data indicated that a total hard cost projection for all seven projects was in the realm of $39M, if this is so, our total design team fee lands at +/-6.5%. Regarding the architectural design fee on its own, it is in the realm of +/- 5.4%.

Our goal is to provide the highest level of service while being conscious of the design fee so that the community's investment translates to achieving the project goals and well executed and considered built outcomes.



Hourly Billing Rates

BG Architecture & Design, llc

Principal Architect:	$215/hr
Principal Designer:	$185/hr
Studio Manager:	$165/hr
Project Architect:	$160/hr
Job Captain:	$130/hr
Administration:	$110/hr

CTL Thompson

Engineering Technician I:	$85hr
Engineering Technician II/Admin:	$95hr
Engineering Technician III/CADD I:	$105hr
Senior Engineering Technician/CADD II:	$125hr
Environmental Technician:	$105hr
Staff Engineer/Geologist/Scientist:	$135hr
Project Engineer/Geologist/Scientist:	$155hr
Junior Associate:	$175hr
Associate:	$200hr
Senior Associate:	$225hr
Junior Principal:	$250hr
Principal:	$280hr
Senior Principal/Consultant:	$325hr
Expert witness:	Quote upon request

Bighorn Consulting Engineers, co

Principal:	$180/hr
Expert Witness:	$220/hr
Senior Engineer:	$150/hr
Design Engineer:	$100/hr
Drafting	$75/hr
Administrative:	$65/hr

Emergency Services Consulting International

Managing Director:	$290hr
Senior Project Manager:	$270/hr
Associate Consultant:	$240/hr

Preliminary Design Schedule Projections

Station 81 Crew Quarters
Proposed design schedule duration: 8 weeks

Station 81 Headquarters
Proposed design schedule duration: 8 weeks

Station 82 Redstone New Fire Station
Proposed design schedule duration: 24 weeks

Station 82 Redstone Renovation
Proposed design schedule duration: 14 weeks

Marble Workforce Housing
Proposed design schedule duration: 10 weeks

Station 85 Missouri Heights
Proposed design schedule duration: 14 weeks

Carbondale Workforce Housing
Proposed design schedule duration: 44 weeks

Illustration of Fee Generation by Design Team Member

BGA&D

Project	Phase	Fee	Team Member Fee %	Team Member Fee SD	Team Member Fee DD	Team Member Fee CD	Total Fee by Team Member	Total Hours by Team Member	Project Design Duration (Weeks)	Hours/Week
Station 81 Crew Quarters										
	SD	$13,920.00	MDP @5%	$696.00	$0.00	$1,740.00	$2,436.00	11.33	8	1.4
	CD	$34,800.00	BG @15%	$2,088.00	$0.00	$5,220.00	$7,308.00	39.50	8	4.9
			KD @ 40%	$5,568.00	$0.00	$13,920.00	$19,488.00	118.11	8	14.8
			EL @40%	$5,568.00	$0.00	$13,920.00	$19,488.00	121.80	8	15.2
		$48,720.00		$13,920.00		$34,800.00	$48,720.00	290.74		
Station 81 HQ										
	SD	$20,880.00	MDP @5%	$1,044.00	$0.00	$2,610.00	$3,654.00	17.00	8	2.1
	CD	$52,200.00	BG @15%	$3,132.00	$0.00	$7,830.00	$10,962.00	59.25	8	7.4
			KD @ 40%	$8,352.00	$0.00	$20,880.00	$29,232.00	177.16	8	22.1
			EL @40%	$8,352.00	$0.00	$20,880.00	$29,232.00	182.70	8	22.8
		$73,080.00		$20,880.00		$52,200.00	$73,080.00	436.11		
Station 82 Redstone New Fire Station										
	SD	$53,760.00	MDP @5%	$2,688.00	$4,032.00	$12,320.00	$19,040.00	88.56	24	3.7
	DD	$80,640.00	BG @15%	$8,064.00	$12,096.00	$36,960.00	$57,120.00	308.76	24	12.9
	CD	$246,400.00	KD @ 40%	$21,504.00	$32,256.00	$98,560.00	$152,320.00	923.15	24	38.5
			EL @40%	$21,504.00	$32,256.00	$98,560.00	$152,320.00	952.00	24	39.7
		$380,800.00		$53,760.00	$80,640.00	$246,400.00	$380,800.00	2272.47		
Station 82 Redstone Renovation										
	SD	$48,000.00	MDP @5%	$2,400.00	$0.00	$6,000.00	$8,400.00	39.07	14	2.8
			BG @15%	$7,200.00	$0.00	$18,000.00	$25,200.00	136.22	14	9.7
	CD	$120,000.00	KD @ 40%	$19,200.00	$0.00	$48,000.00	$67,200.00	407.27	14	29.1
			EL @40%	$19,200.00	$0.00	$48,000.00	$67,200.00	420.00	14	30.0
		$168,000.00		$48,000.00	$0.00	$120,000.00	$168,000.00	1002.56		
Marble Workforce Housing										
	SD	$21,120.00	MDP @5%	$1,056.00	$1,584.00	$4,840.00	$7,480.00	34.79	10	3.5
	DD	$31,680.00	BG @15%	$3,168.00	$4,752.00	$14,520.00	$22,440.00	121.30	10	12.1
	CD	$96,800.00	KD @ 40%	$8,448.00	$12,672.00	$38,720.00	$59,840.00	362.67	10	36.3
			EL @40%	$8,448.00	$12,672.00	$38,720.00	$59,840.00	374.00	10	37.4
		$149,600.00		$21,120.00	$31,680.00	$96,800.00	$149,600.00	892.75		
Station 85 Missouri Heights										
	SD	$29,184.00	MDP @5%	$1,459.20	$2,188.80	$6,688.00	$10,336.00	48.07	14	3.4
	DD	$43,776.00	BG @15%	$4,377.60	$6,566.40	$20,064.00	$31,008.00	167.61	14	12.0
	CD	$133,760.00	KD @ 40%	$11,673.60	$17,510.40	$53,504.00	$82,688.00	501.14	14	35.8
			EL @40%	$11,673.60	$17,510.40	$53,504.00	$82,688.00	516.80	14	36.9
		$206,720.00		$29,184.00	$43,776.00	$133,760.00	$206,720.00	1233.62		
Carbondale Workforce Housing										
	SD	$149,484.96	MDP @5%	$7,474.25	$11,211.37	$34,256.97	$52,942.59	246.24	44	5.6
	DD	$224,227.44	BG @20%	$29,896.99	$44,845.49	$137,027.88	$211,770.36	1144.70	44	26.0
	CD	$685,139.40	KD @ 28%	$41,855.79	$62,783.68	$191,839.03	$296,478.50	1796.84	44	40.8
			EL @26%	$38,866.09	$58,299.13	$178,136.24	$275,301.47	1720.63	44	39.1
			JC @21%	$31,391.84	$47,087.76	$143,879.27	$222,358.88	1710.45	44	38.9
		$1,058,851.80		$149,484.96	$224,227.44	$685,139.40	$1,058,851.80	4908.42		

CTL|Thompson, Inc. - Structural Engineering Design Assumptions
Carbondale & Rural Fire Protection District

1. Station 81 – Carbondale
   $10,400
   Scope includes:
   a. Mechanical duct coordination - analyze existing framing and/or provide design of new columns, beams, joists.
   b. Operable Partition - analyze existing framing and design new support
   c. Miscellaneous - acoustic treatment support, CMU wall modifications, openings in other structural elements.
   d. Does not include fees associated with new roofing.
2. District Headquarters
   $14,000
   Scope includes:
   a. Firepole foundation and attachments.
   b. Kitchen wall removal analysis and design of new header.
   c. Miscellaneous.
3. Station 82 – Redstone new fire station
   $20,000
   Scope includes:
   a. Shallow concrete slab foundation design for pre-engineered metal building.
   b. Concrete book specifications
4. Station 82 – Redstone Renovation and Addition
   $9,100
   Scope includes:
   a. Renovation and Addition
5. Marble Workforce Housing
   $11,600
   Scope includes:
   a. 4 Units new build at 1,000SF each and $2/SF design fee.
   b. Concrete, Wood, Steel, Masonry Book Specifications
6. Station 85 – Missouri Heights
   $14,960
   Scope includes:
   a. Crew quarters – estimated 700SF at $4/SF
      4 Units new build at 1,000SF each and $2/SF design fee.
   b. Concrete, wood, steel, masonry book specifications
7. Carbondale Workforce Housing
   $125,807
   Scope includes:
   a. 103,809SF New building design at $1/SF.
   b. 66 dwelling units
   c. Basement, first level, second level, roof.
   d. Anticipate a shallow concrete foundation with concrete basement walls. Wood structure above with wood shear walls.
   e. Concrete, Wood, Steel, Masonry Book Specifications

CTL|Thompson, Inc. - Civil Engineering Design Assumptions
Carbondale & Rural Fire Protection District

1. Station 81 – Carbondale
   $0

2. District Headquarters
   $0

3. Station 82 – Redstone new fire station
   $11,460
   Scope includes:
   a. Grading and drainage design/plan ($1/SF or 25 hrs @ $200/hr)
   b. Utility service plan (16 hrs @ $200/hr)
   c. Site visit (2 hr visit plus 45 min each way, total 3.5 hr @ $200 hr)
   d. QA/QC (2 hr @ $325/hr)
   e. CA (20%)

4. Station 82 – Redstone renovation and addition
   $6,435
   Scope includes:
   a. Grading and drainage design/plan (18 hrs @ $200/hr)
   b. Site visit (2 hr visit plus 45 min each way, total 3.5 hr @ $200 hr)
   c. QA/QC (2 hr @ $325/hr)
   d. CA (30%)

5. Marble Workforce Housing
   $9,900
   Scope included:
   a. Grading and drainage design/plan (18 hrs @ $200/hr)
   b. Utility service plan (16 hrs @ $200/hr)
   c. Site Visit (2 hr visit plus 1 hr each way, total 4 hr @ $200 hr)
   d. QA/QC (2 hr @ $325/hr)
   e. CA (20%)

6. Station 85 – Missouri Heights
   $5,820
   Scope included:
   a. Grading and drainage design/plan (18 hrs @ $200/hr)
   b. Site visit (2 hr visit plus 30 min each way, total 3 hr @ $200 hr)
   c. QA/QC (2 hr @ $325/hr)
   d. CA (20%)

7. Carbondale Workforce Housing
   $29,340
   Scope included:
   a. Grading and drainage design/plan ($0.8/SF or 100 hrs @ $200/hr)
   b. Utility service plan (16 hrs @ $200/hr)
   c. Site visit (2 hr visit plus 30 min each way, total 3 hr @ $200 hr)
   d. QA/QC (2 hr @ $325/hr)
   e. CA (20%)=

BIGHORN CONSULTING ENGINEERS, CO.
386 Indian Road, Grand Junction, CO 81501 ♦ Phone: (970) 241-8709 ♦ www.bighorneng.com

Carbondale & Rural Fire Protection District RFP
MEP Scope of Service Understanding

Station 81 – Carbondale:

1. MEP design work including a small addition for gathering area
2. Re routing of some ductwork
3. Keep existing mechanical equipment
4. Possibly some plumbing fixture replacement
5. Some small wall moves
6. Kitchen re-do
7. Possible temporary movement of crew quarters while remodel is happening
8. Lighting replacements in areas where the LED have not been replaced.
   Hours
   Mechanical and Plumbing SD, 10 hours
   Electrical and Lighting SD, 10 hours
   Mech and Plumbing CD, 40 hours
   Electrical and Lighting CD, 40 Hours

District Headquarters

1. Help solve noise issues in large gathering area/training.
2. Return duct in lower level re route for ceiling space issues.
3. Separate rooms into classrooms and re-do diffusers, lighting, IT, Power for new rooms.
4. Replace some lighting that is not currently LED.
   Hours
   Mechanical and Plumbing SD, 10 hours
   Electrical and Lighting SD, 10 hours
   Mech and Plumbing CD, 30 hours
   Electrical and Lighting CD, 30 Hours

Station 82 – Redstone

1. MEP Design for a new 5,000 square foot Station include crew quarters, vehicle bays, etc
2. Use Electric/cold climate heat pumps if possible.
   Hours
   Mechanical and Plumbing SD, 15 hours
   Electrical and Lighting SD, 15 hours
   Mechanical and Plumbing DD, 60 hours
   Electrical and Lighting DD, 40 hours
   Mech and Plumbing CD, 140 hours
   Electrical and Lighting CD, 110 Hours

Station 82 – Redstone

1. MEP design for the change from the existing station into workforce housing, 4 units possibly.
   Hours
   Mechanical and Plumbing SD, 10 hours
   Electrical and Lighting SD, 10 hours
   Mech and Plumbing CD, 60 hours
   Electrical and Lighting CD, 40 Hours

Marble Workforce Housing

1. MEP design for a new workforce housing, 4 units.
2. Use Electric/Cold Climate heat pumps if possible.
   Hours
   Mechanical and Plumbing SD, 10 hours
   Electrical and Lighting SD, 10 hours
   Mechanical and Plumbing DD, 30 hours
   Electrical and lighting DD, 20 hours
   Mech and Plumbing CD, 50 hours
   Electrical and Lighting CD, 35 Hours

Station 85 – Missouri Heights

1. MEP design for an addition to the existing station to include crew quarters and workforce housing. We assume this will be new HVAC systems on the addition and use existing Electrical and Plumbing systems to expand to the new square footage.
2. Use electric HVAC systems if possible.
   Hours
   Mechanical and Plumbing SD, 10 hours
   Electrical and Lighting SD, 10 hours
   Mech and Plumbing CD, 90 hours
   Electrical and Lighting CD, 65 Hours

Carbondale Workforce Housing

1. MEP design for 66 unit workforce housing building.
2. Use electric HVAC systems cold climate heat pumps if possible.
   Hours
   Mechanical and Plumbing SD, 20 hours
   Electrical and Lighting SD, 20 hours
   Mechanical and Plumbing DD, 150 hours
   Electrical and Lighting DD, 80 hours
   Mech and Plumbing CD, 110 hours
   Electrical and Lighting CD, 80 Hours

As the role for the fire station consultant has not been fully defined, ESCI has provided a not-to-exceed fee for each fire station project component. The intent of their fee is to allow for up to 40hrs of consulting per project, billed hourly. These hours are distributed in the following manner.

Station 81: Crew Quarters
SD: 60% @ $5,800.00
CD: 40% @ $3,800.00

Station 81: District HQ
SD: 60% @ $5,800.00
CD: 40% @ $3,800.00

Station 82: Redstone New Fire Station
SD:50% @ $4,800.00
DD: 30% @ $2,900.00
60% CD's: 15% @ $1,425.00
100% CD's: 5% @ $475.00

Station 82 Redstone Renovation
SD: 60% @ $5,700.00
CD: 40% @ $3,800.00

Station 85: Missouri Heights
SD:50% @ $4,800.00
DD: 30% @ $2,900.00
60% CD's: 15% @ $1,425.00
100% CD's: 5% @ $475.00

November 20, 2025 Revision
Design Fee Worksheet
BG Architecture & Design **12/12/2025**

Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades			
1. Schematic Design	Fees-Staff & Consultant time	$	24,620.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	260.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$	51,700.00
	Printing, Postage, Shipping	$	1,500.00
	Travel, Mileage, Hotel, Meals	$	260.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	76,320.00
	Printing, Postage, Shipping	$	2,000.00
	Travel, Mileage, Hotel, Meals	$	520.00
GRAND TOTAL		**$**	**78,840.00**

Please do not revise cells C13, C14, C15, C16 or C18 as these are formulas.

check TRUE

District Headquarters-Lower floor renovation and upper floor flooring			
1. Schematic Design	Fees-Staff & Consultant time	$	32,180.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	130.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$	69,500.00
	Printing, Postage, Shipping	$	1,500.00
	Travel, Mileage, Hotel, Meals	$	130.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	101,680.00
	Printing, Postage, Shipping	$	2,000.00
	Travel, Mileage, Hotel, Meals	$	260.00
GRAND TOTAL		**$**	**103,940.00**

Please do not revise cells C29, C30, C31, C32 or C34 as these are formulas.

check TRUE

Station #82- Redstone- 5,000 sq. ft. prox. station			
1. Schematic Design	Fees-Staff & Consultant time	$	66,970.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	-
2. Design Development	Fees-Staff & Consultant time	$	101,405.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	-
3. Construction Documents 60%	Fees-Staff & Consultant time	$	171,620.00
	Printing, Postage, Shipping	$	900.00
	Travel, Mileage, Hotel, Meals	$	260.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$	113,955.00
	Printing, Postage, Shipping	$	600.00
	Travel, Mileage, Hotel, Meals	$	520.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	453,950.00
	Printing, Postage, Shipping	$	2,500.00
	Travel, Mileage, Hotel, Meals	$	780.00
GRAND TOTAL		**$**	**457,230.00**

Please do not revise cells C52, C53, C54, C55 or C57 as these are formulas.

check TRUE

Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing			
1. Schematic Design	Fees-Staff & Consultant time	$	59,885.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	510.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$	141,665.00
	Printing, Postage, Shipping	$	750.00
	Travel, Mileage, Hotel, Meals	$	510.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	201,550.00
	Printing, Postage, Shipping	$	1,000.00
	Travel, Mileage, Hotel, Meals	$	1,020.00
GRAND TOTAL		**$**	**203,570.00**

check TRUE

Marble Workforce Housing			
1. Schematic Design	Fees-Staff & Consultant time	$	26,870.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	510.00
2. Design Development	Fees-Staff & Consultant time	$	41,055.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	410.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$	64,605.00
	Printing, Postage, Shipping	$	450.00
	Travel, Mileage, Hotel, Meals	$	260.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$	50,320.00
	Printing, Postage, Shipping	$	300.00
	Travel, Mileage, Hotel, Meals	$	260.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	182,850.00
	Printing, Postage, Shipping	$	1,250.00
	Travel, Mileage, Hotel, Meals	$	1,440.00
GRAND TOTAL		**$**	**185,540.00**

Please do not revise cells C73, C74, C75, C76 or C78 as these are formulas

check TRUE

Station #85- Missouri Heights- Addition			
1. Schematic Design	Fees-Staff & Consultant time	$	39,614.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	260.00
2. Design Development	Fees-Staff & Consultant time	$	56,871.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	-
3. Construction Documents 60%	Fees-Staff & Consultant time	$	89,146.00
	Printing, Postage, Shipping	$	450.00
	Travel, Mileage, Hotel, Meals	$	260.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$	67,339.00
	Printing, Postage, Shipping	$	270.00
	Travel, Mileage, Hotel, Meals	$	260.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	252,970.00
	Printing, Postage, Shipping	$	1,220.00
	Travel, Mileage, Hotel, Meals	$	780.00
GRAND TOTAL		**$**	**254,970.00**

Please do not revise cells C94, C95, C96, C97 or C99 as these are formulas

check TRUE

Carbondale Workforce Housing			
1. Schematic Design	Fees-Staff & Consultant time	$	182,637.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	-
2. Design Development	Fees-Staff & Consultant time	$	285,205.00
	Printing, Postage, Shipping	$	750.00
	Travel, Mileage, Hotel, Meals	$	520.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$	433,810.00
	Printing, Postage, Shipping	$	900.00
	Travel, Mileage, Hotel, Meals	$	-
4. Construction Documents 100%	Fees-Staff & Consultant time	$	334,460.00
	Printing, Postage, Shipping	$	600.00
	Travel, Mileage, Hotel, Meals	$	-
		$	-
TOTAL	Fees-Staff & Consultant time	$	1,236,112.00
	Printing, Postage, Shipping	$	2,750.00
	Travel, Mileage, Hotel, Meals	$	520.00
GRAND TOTAL		**$**	**1,239,382.00**

Please do not revise cells C115, C116, C117, C118 or C120 as these are formula

check TRUE

GRAND TOTAL		**$**	**2,523,472.00**

Please do not revise cell C124 as this is a formula

Please attach hourly fee schedules for personnel

BGA&D Design Team Hourly Billing Rates

BG Architecture & Design, llc

Principal Architect:	$215/hr
Principal Designer:	$185/hr
Studio Manager:	$165/hr
Project Architect:	$160/hr
Job Captain:	$130/hr
Administration:	$110/hr

CTL Thompson

Engineering Technician I:	$85hr
Engineering Technician II/Admin:	$95hr
Engineering Technician III/CADD I:	$105hr
Senior Engineering Technician/CADD II:	$125hr
Environmental Technician:	$105hr
Staff Engineer/Geologist/Scientist:	$135hr
Project Engineer/Geologist/Scientist:	$155hr
Junior Associate:	$175hr
Associate:	$200hr
Senior Associate:	$225hr
Junior Principal:	$250hr
Principal:	$280hr
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Expert witness:	Quote upon request

Bighorn Consulting Engineers, co

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Expert Witness:	$220/hr
Senior Engineer:	$150/hr
Design Engineer:	$100/hr
Drafting	$75/hr
Administrative:	$65/hr

Emergency Services Consulting International

Managing Director:	$290hr
Senior Project Manager:	$270/hr
Associate Consultant:	$240/hr

EXHIBIT D

November 20, 2025 Revision
Design Fee Worksheet
BG Architecture & Design **12/12/2025**

Station 81- Carbondale- Crew Quarters- 1st and 2nd floor renovation and upgrades			
1. Schematic Design	Fees-Staff & Consultant time	$	24,620.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	260.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$	51,700.00
	Printing, Postage, Shipping	$	1,500.00
	Travel, Mileage, Hotel, Meals	$	260.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	76,320.00
	Printing, Postage, Shipping	$	2,000.00
	Travel, Mileage, Hotel, Meals	$	520.00
GRAND TOTAL		**$**	**78,840.00**

Please do not revise cells C13, C14, C15, C16 or C18 as these are formulas.

check TRUE

District Headquarters-Lower floor renovation and upper floor flooring			
1. Schematic Design	Fees-Staff & Consultant time	$	32,180.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	130.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$	69,500.00
	Printing, Postage, Shipping	$	1,500.00
	Travel, Mileage, Hotel, Meals	$	130.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	101,680.00
	Printing, Postage, Shipping	$	2,000.00
	Travel, Mileage, Hotel, Meals	$	260.00
GRAND TOTAL		**$**	**103,940.00**

Please do not revise cells C29, C30, C31, C32 or C34 as these are formulas.

check TRUE

Station #82- Redstone- 5,000 sq. ft. prox. station			
1. Schematic Design	Fees-Staff & Consultant time	$	66,970.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	-
2. Design Development	Fees-Staff & Consultant time	$	101,405.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	-
3. Construction Documents 60%	Fees-Staff & Consultant time	$	171,620.00
	Printing, Postage, Shipping	$	900.00
	Travel, Mileage, Hotel, Meals	$	260.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$	113,955.00
	Printing, Postage, Shipping	$	600.00
	Travel, Mileage, Hotel, Meals	$	520.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	453,950.00
	Printing, Postage, Shipping	$	2,500.00
	Travel, Mileage, Hotel, Meals	$	780.00
GRAND TOTAL		**$**	**457,230.00**

Please do not revise cells C52, C53, C54, C55 or C57 as these are formulas.

check TRUE

Station 82- Redstone- renovation and addition to the existing fire station to convert to Workforce Housing			
1. Schematic Design	Fees-Staff & Consultant time	$	59,885.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	510.00
2. Construction Documents 100%	Fees-Staff & Consultant time	$	141,665.00
	Printing, Postage, Shipping	$	750.00
	Travel, Mileage, Hotel, Meals	$	510.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	201,550.00
	Printing, Postage, Shipping	$	1,000.00
	Travel, Mileage, Hotel, Meals	$	1,020.00
GRAND TOTAL		**$**	**203,570.00**

check TRUE

Marble Workforce Housing			
1. Schematic Design	Fees-Staff & Consultant time	$	26,870.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	510.00
2. Design Development	Fees-Staff & Consultant time	$	41,055.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	410.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$	64,605.00
	Printing, Postage, Shipping	$	450.00
	Travel, Mileage, Hotel, Meals	$	260.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$	50,320.00
	Printing, Postage, Shipping	$	300.00
	Travel, Mileage, Hotel, Meals	$	260.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	182,850.00
	Printing, Postage, Shipping	$	1,250.00
	Travel, Mileage, Hotel, Meals	$	1,440.00
GRAND TOTAL		**$**	**185,540.00**

Please do not revise cells C73, C74, C75, C76 or C78 as these are formulas

check TRUE

Station #85- Missouri Heights- Addition			
1. Schematic Design	Fees-Staff & Consultant time	$	39,614.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	260.00
2. Design Development	Fees-Staff & Consultant time	$	56,871.00
	Printing, Postage, Shipping	$	250.00
	Travel, Mileage, Hotel, Meals	$	-
3. Construction Documents 60%	Fees-Staff & Consultant time	$	89,146.00
	Printing, Postage, Shipping	$	450.00
	Travel, Mileage, Hotel, Meals	$	260.00
4. Construction Documents 100%	Fees-Staff & Consultant time	$	67,339.00
	Printing, Postage, Shipping	$	270.00
	Travel, Mileage, Hotel, Meals	$	260.00
		$	-
TOTAL	Fees-Staff & Consultant time	$	252,970.00
	Printing, Postage, Shipping	$	1,220.00
	Travel, Mileage, Hotel, Meals	$	780.00
GRAND TOTAL		**$**	**254,970.00**

Please do not revise cells C94, C95, C96, C97 or C99 as these are formulas

check TRUE

Carbondale Workforce Housing			
1. Schematic Design	Fees-Staff & Consultant time	$	182,637.00
	Printing, Postage, Shipping	$	500.00
	Travel, Mileage, Hotel, Meals	$	-
2. Design Development	Fees-Staff & Consultant time	$	285,205.00
	Printing, Postage, Shipping	$	750.00
	Travel, Mileage, Hotel, Meals	$	520.00
3. Construction Documents 60%	Fees-Staff & Consultant time	$	433,810.00
	Printing, Postage, Shipping	$	900.00
	Travel, Mileage, Hotel, Meals	$	-
4. Construction Documents 100%	Fees-Staff & Consultant time	$	334,460.00
	Printing, Postage, Shipping	$	600.00
	Travel, Mileage, Hotel, Meals	$	-
		$	-
TOTAL	Fees-Staff & Consultant time	$	1,236,112.00
	Printing, Postage, Shipping	$	2,750.00
	Travel, Mileage, Hotel, Meals	$	520.00
GRAND TOTAL		**$**	**1,239,382.00**

Please do not revise cells C115, C116, C117, C118 or C120 as these are formula

check TRUE

GRAND TOTAL		**$**	**2,523,472.00**

Please do not revise cell C124 as this is a formula

Please attach hourly fee schedules for personnel

Garfield County Emergency Communications Authority

970-625-8095
http://www.GarCo911.org
585 East First Street
Rifle, Colorado
81650-2487

Carl Stephens
Executive Director
StephensC@garco911.com
970-930-1096

January 6, 2026

Carbondale & Rural Fire Protection District
Attn: Chief Goodwin
300 Meadowood Drive
Carbondale, CO 8162381635

RE: Garfield County Emergency Communications Authority Board of Directors – Elected Official

Dear Chief Goodwin:

Each year the Communications Authority draws two elected officials by lot to serve on the Board of Directors. For 2026 Carbondale & Rural Fire Protection District and the City of Rifle were picked. This is a position for your elected fire board and is in addition to your as Fire Chief, who is a standing member.

The Board of Directors meets each year on the first Thursday of December. However, Board of directors are encouraged to attend the Executive Board meetings held at noon on the fourth Thursday of each month. Except for November and December. At the Executive Board meetings, all directors are encouraged to participate and vote. They do not count towards a quorum of the Executive Board. We provide lunch and can make a conference bridge available if that works better for your board member.

Please have your Fire Board select an elected official that would like to participate and let me know by March 1st If the fire district does not wish to participate or notify the Authority by March 1st, the Board of directors will need to appoint another government member to fill that role.

Sincerely,

Carl E Stephens
Executive Director