

**FIRST AMENDMENT TO
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR AGREEMENT**

THIS FIRST AMENDMENT TO CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR AGREEMENT (the "First Amendment") is made and entered into effective as of the 18th day of April, 2022, and is attached to and forms a part of the Construction Management/General Contractor Agreement ("Agreement") by and between Douglas County School District ("Owner") and **Saunders Construction, Inc.** ("CM/GC") in connection with the Project (as defined in the Agreement).

RECITALS

WHEREAS, pursuant to a request for proposals, the Owner selected the CM/GC to serve as the Construction Manager/General Contractor for the Project and the parties executed the Agreement; and

WHEREAS, Section 6.1 of the Agreement provides that when the design, plans and specifications of the Project are sufficiently complete to make the final cost estimate and subcontractor bids have been received, the CM/GC will fix a Guaranteed Maximum Price, guaranteeing the cost to the Owner for the Cost of the Work and the CM/GC's Fees.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and provisions contained herein, the Parties agree as follows:

**ARTICLE 1
GUARANTEED MAXIMUM PRICE**

1.1 In accordance with Section 6.1 of the Agreement, Owner and CM/GC hereby establish a Guaranteed Maximum Price ("GMP") for the Project, including the CM/GC's Fee as defined in Article 7.0 of the Agreement and the Cost of the Work as defined in Article 8.0 of the Agreement. The GMP for the Project is **Five Million Nine Hundred Fifty-Eight Thousand Seven Hundred Sixteen dollars (\$5,958,716.00)**. CM/GC guarantees the GMP subject only to modification for changes in the Work as provided in the General Contract Conditions (Article 27.00 Changes in the Work) and for additional costs arising from delays caused by the Owner or the Architect. The GMP is based upon the following documents, all of which documents are attached hereto or specifically listed in the attachments hereto, and are hereby made a part of and incorporated into this First Amendment and the Agreement:

- 1.1.1 A schedule of the list of drawing, specifications, and addenda as signed and dated by the Architect and CM/GC, including a schedule of Requests for Information asked and answered (**Exhibit A**);
- 1.1.2 A list of assumptions and clarifications made in preparing the GMP (**Exhibit B**);

- 1.1.3 An itemization of the GMP (**Exhibit C**) broken down by detail and accompanied by supporting documentation (including, for example, bids and estimating take off sheets) which includes but is not limited to the following:
 - 1.1.3.1 All prices received for every item bid before the establishment of the GMP and a total of such bids;
 - 1.1.3.2 The maximum cost of all work to be self-performed by the CM/GC;
 - 1.1.3.3 The CM/GC's Construction Phase Fee and Design Phase Fee;
 - 1.1.3.4 The General Condition Costs, itemized and with supporting documentation and information in accordance with Section 8.2.1 of the Agreement;
 - 1.1.3.5 The installation cost of items to be procured by Owner and assigned to CM/GC for installation;
 - 1.1.3.6 Cost of Work performed by subcontractors and a list of subcontractors with their respect license numbers;
 - 1.1.3.7 CM/GC GMP Contingency, in accordance with Section 8.2.4 of the Agreement and Article 3 of this First Amendment.
 - 1.1.3.8 The cost of any items included in previous Amendment(s), if applicable.
- 1.1.4 A revised Contract Time Schedule, pursuant to Section 5.3 of the Agreement, listing delivery schedule with summary milestone delivery items, itemized breakdown of Work scope, and submittal due dates with responsible party (**Exhibit D**).
- 1.1.5 CM/GC Insurance Certificates (**Exhibit E**)
- 1.1.6 CM/GC Performance Bond (**Exhibit F**)
- 1.1.7 CM/GC Labor and Materials Payment Bond (**Exhibit G**)
- 1.1.8 Alternate Prices (**Exhibit H**)
- 1.1.9 Unit Prices (**Exhibit I**)
- 1.1.10 Allowances (**Exhibit J**)
- 1.1.11 Loaded Hourly Labor Rate Schedule (**Exhibit K**)
- 1.1.12 Equipment Rental Rate Schedule (**Exhibit L**)
- 1.1.13 General Conditions of the Contract (**Exhibit M**)

1.1.13.1 The General Conditions of the Contract attached to this GMP Amendment supersede any previous version of such document and may include revised language.

1.1.14 Schedule of Values (**Exhibit N**)

1.1.15 List of all salaried staff to be charged to the Cost of the Work as established in the Agreement (**Exhibit O**)

ARTICLE 2 SUBSTANTIAL AND FINAL COMPLETION

2.1 Pursuant to Section 5.02 of the Agreement, the date of Substantial Completion of the Work, including issuance of the Temporary Certificate of Occupancy, shall be **March 31, 2023**, and the date of Final Completion shall be **April 30, 2023**.

2.2 Time is of the essence for full completion of the Project.

ARTICLE 3 CM/GC CONTINGENCY

3.1 The GMP includes a contingency for the CM/GC's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order ("CM/GC Contingency"). Cost overruns in excess of the amount of the CM/GC Contingency will be borne by the CM/GC, unless the GMP is adjusted pursuant to the terms of the Agreement.

3.2 CM/GC shall not reallocate CM/GC Contingency to an item within the Cost of Work without Owner's prior approval, which shall not be unreasonably withheld. The CM/GC shall fully document an approved change within a published log that will become part of the record documents.

3.3 The CM/GC shall maintain a complete CM/GC Contingency log detailing the expenditure of funds from the CM/GC Contingency. Upon final acceptance of Project by Owner, any amounts remaining in the CM/GC Contingency shall be deducted from final payment to, or any monies due, CM/GC and accrue to the Owner.

ARTICLE 4 NOT USED

ARTICLE 5 MISCELLANEOUS

5.1 Except as amended or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment.

5.2 This First Amendment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this First Amendment, facsimile or scanned signatures shall be as valid as the original.

ARTICLE 6 LIQUIDATED DAMAGES

CM/GC understands and agrees that the completion of the Work within the time provided is an essential feature of this Agreement and that the Owner will sustain substantial damages, the amount of which is not possible to accurately determine at this time, if the Work is not so completed. The Contractor, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to ensure the completion of the work within the prescribed time for each Phase. The Contractor further agrees that its failure to finally and fully complete each Phase of the Work within the time allowed shall be considered as a breach of the Agreement and entitle the Owner to collect liquidated damages for the delay in completion of the Work per the terms of Section 5.05 of the original Agreement.

ARTICLE 7 ALLOWANCES

If applicable, allowances might be carried in the GMP to cover costs considered reimbursable as the Cost of the Work. The CM/GC shall advise the Architect and the Owner in writing prior to applying a part of the Allowance to an item within the Cost of Work. Owner shall issue written approval to CM/GC for application of the amount from the Allowance. The CM/GC shall maintain a complete Allowance Log detailing the expenditure of funds. Upon final acceptance of the project by Owner, any amounts remaining in the Allowance shall be deducted from final payment to, or any monies due, CM/GC.

[Signature page follows on next page]

WHEREFORE, the parties have executed this First Amendment effective as of the date first set forth above.

OWNER:

DOUGLAS COUNTY SCHOOL DISTRICT

By: _____

Richard Cosgrove, Chief Operations Officer

Date: _____

CONSTRUCTION MANAGER/GENERAL CONTRACTOR:

Saunders Construction, Inc.

By: *Dale Schneider*

Name: Dale Schneider

Title: General Manager

ATTEST: *Patricia Jung*

Address: 86 Inverness Pl N

Englewood, CO 80112

**FIRST AMENDMENT TO
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR
AGREEMENT**

EXHIBIT LIST

- Exhibit A: Drawings, specifications and documents used to prepare GMP
- Exhibit B: Assumptions and clarifications made in preparing GMP
- Exhibit C: Itemization of GMP
- Exhibit D: Contract Time Schedule
- Exhibit E: Insurance Certificates
- Exhibit F: Performance Bond
- Exhibit G: Labor and Materials Payment Bond
- Exhibit H: Alternate Prices
- Exhibit I: Unit Prices
- Exhibit J: Allowances
- Exhibit K: Loaded Hourly Labor Rate Schedule
- Exhibit L: Equipment Rental Rate Schedule
- Exhibit M: General Conditions of the Contract
- Exhibit N: Schedule of Values
- Exhibit O: List of all salaried staff to be charged to the Cost of the Work as established in the Agreement

EXHIBIT A

SAUNDERS CONSTRUCTION, LLC

DRAWINGS, SPECIFICATIONS AND DOCUMENTS USED TO PREPARE GMP

Following 2 pages

Exhibit A - List of Drawings and Specs

Project Name: DCSD Nutrition Services Warehouse Addition - Freezer

Saunders Project No.: 22017005

Date Revised: March 14, 2022

Date Printed: April 20, 2022

Document ID	Document Title	Latest Revisions Description	Latest Revision Issue Date	Latest Revision Status	Date Posted
Specifications					
Pages 1 through 415	DCSD Nutrition Services Warehouse Addition	Design Dev. LKA Project No. 21-010	03/17/22	Pending Pricing	04/20/22
Drawings					
General Information / Life Safety					
TS1.1	TITLE SHEET	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
TS2.1	CODE PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
Civil					
SD1.1	SITE DEVELOPMENT PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
SD1.2	SITE DEVELOPMENT PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
SD2.1	SITE DEVELOPMENT DETAILS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
C0.1	GENERAL LEGEND, NOTES AND ABBREVIATION	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
C0.2	DOUGLAS COUNTY STANDARD NOTES	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
C0.3	DEMOLITION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
CE1.1	INITIAL GESC PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
CE1.2	INTERIM GESC PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
CE1.3	FINAL GESC PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
CE1.4	EROSION CONTROL PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
CE1.5	EROSION CONTROL DETAILS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
CE1.6	EROSION CONTROL DETAILS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
CE1.7	EROSION CONTROL DETAILS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
C1.0	GRADING AND DRAINAGE PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
C3.0	HORIZONTAL CONTROL PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
Architectural					
AD1.1	DEMOLITION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
A2.1	FLOOR PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
A2.2	FLOOR PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
A4.1	ROOF PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
A5.1	BUILDING ELEVATIONS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
A6.1	BUILDING SECTIONS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
A9.1	STAIR DETAILS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
A9.2	STAIR AND GENERAL DETAILS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
Structural					
S0.1	GENERAL NOTES AND DETAILS	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
S1.0	FOUNDATION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22

Document ID	Document Title	Latest Revisions Description	Latest Revision Issue Date	Latest Revision Status	Date Posted
Food Service					
FS1.1	FOOD SERVICE EQUIPMENT PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
Fire Protection / Plumbing					
FP0.1	FIRE PROTECTION CODE SHEET	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
FP0.1	FIRE PROTECTION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
FP1.2	EXISTING BUILDING FIRE PROTECTION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
FP1.3	OVERALL PLUMBING PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
Fire Alarm					
FA0.01	FIRE ALARM GENERAL INFORMATION	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
FA2.01	LEVEL 1 FIRE ALARM PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
FAD2.01	LEVEL 1 FIRE ALARM DEMOLITION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
Electrical					
E0.01	ELECTRICAL GENERAL INFORMATION	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
E0.02	ELECTRICAL PROJECT NOTES	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
E0.03	ELECTRICAL SCHEDULES	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
ED2.01	LEVEL 1 EAST POWER DEMOLITION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
ED2.02	LEVEL 1 WEST POWER DEMOLITION PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
ED5.01	DEMOLITION ELECTRICAL ONE-LINE DIAGRAM	Electrical DD Set, not for construction	N/A	Pending Pricing	04/20/22
E2.01	LEVEL 1 EAST POWER PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
E2.02	LEVEL 1 WEST POWER PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
E3.01	LEVEL 1 EAST LIGHTING PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
E3.02	LEVEL 1 WEST LIGHTING PLAN	DD set - not for construction	03/14/22	Pending Pricing	04/20/22
E5.01	ELECTRICAL ONE-LINE DIAGRAM	DD set - not for construction	03/14/22	Pending Pricing	04/20/22

EXHIBIT B

SAUNDERS CONSTRUCTION, LLC

ASSUMPTIONS & CLARIFICATIONS

Following 6 pages



Exhibit B
Nutrition Services
Douglas County School District

IGMP ESTIMATE
April 19, 2022

CLARIFICATIONS, EXCLUSIONS, ALTERNATES, & ALLOWANCES

CLARIFICATIONS

1. This estimate is based upon the following documents and information:
 - a. Drawings for the Project as prepared by LKA Partners dated 3/14/2022.
 - b. Specifications (Project Manual) for the Project as prepared by LKA Partners dated 3/14/2022.
2. Saunders Construction excludes the following reports as construction documents. These reports provide many recommendations and options that may or may not be approved and used on this project. Therefore, only the work specifically detailed by the construction documents is included.
 - a. Soils and Foundation Investigation as prepared by Ninyo and Moore, dated 2/18/2022.
3. Saunders Construction suggests that the soils testing laboratory be involved sufficiently throughout the project to be able to issue a written certification letter upon completion of the work. The Soils Engineer employed for the project provides the team's only source of information on existing soils conditions, the acceptability of imported materials, caisson drilling penetrations, and compaction tests, and is therefore the only guarantee that the Owner and Contractor have that all requirements for soils treatment are being met. Because some testing laboratories may not provide a certification unless their procedures for on-site involvement are strictly followed, we recommend that you discuss the certification requirement with the Soils Engineer to make sure we meet their certification minimums. Requirements may include full-time inspection during caisson drilling and/or structural fill placement. The inspector might also need to approve soils materials, test for proper placement and compaction, and test existing subgrades where fill or concrete is to be placed.
4. Assuming all reasonable efforts are made, Contractor cannot be held responsible for any products required by Owner to be supplied, installed or furnished under this Agreement that are available from, or are required to be procured from, only one source. Furthermore, Contractor cannot be held responsible for schedule, quality performance, etc. of any subcontractor or supplier that is specifically required by the Owner to be utilized under this Agreement. If a subcontractor or supplier required by the Owner fails, or is otherwise unable to complete the Work, as required by the Contract Documents, then the Contract Sum and Contract Time shall be increased due to such failure by a subcontractor or supplier required by the Owner, and an appropriate Change Order shall be issued by the parties. If the parties are unable to reach an agreement regarding the increase, if any, to the Contract Sum and Contract Time then the parties will follow the dispute resolution process for disputed change orders under this Agreement.



5. Schedule is based on a 9.5-month construction duration commencing with a building permit. Please note that the completion date is subject to revision in the event of shortages or delays in the shipment of materials.
6. Due to the on-going escalation in raw materials and fuel costs currently facing the construction industry, certain subcontractors and suppliers may not be able to honor their original price, since the final price for their materials is not established until the shipment date. In addition, certain materials may not be available at the required time, due to allocations and spot shortages. Every effort has been made to anticipate and mitigate cost and schedule impacts. However, in the event this should occur, Saunders Construction reserves the right to request an increase in the GMP and an extension of the completion date to cover these additional costs and delays.
7. This estimate is based upon the provision of Saunders standard insurance coverages.
8. Builders Risk insurance is included. Builders Risk insurance premium is based upon the estimated construction cost and construction type included in the Estimate and will be adjusted in the Final GMP.
9. Payment and Performance Bond is included and is based upon a one-year warranty from the date of substantial completion. Payment and Performance Bond is based upon the estimated construction cost included in the Estimate and will be adjusted in the Final GMP.
10. This estimate includes an estimating reserve for the Contractor's use to cover unanticipated design intent, estimate inaccuracies, and normal market pricing increases. It is not intended to cover scope of work additions. We recommend that the Owner include a separate contingency for design or scope changes, unforeseen issues arising after establishment of a GMP, and cost increases due to inflation beyond the historic industry norm.
11. No special sound mitigation procedures for construction operations.
12. No premium is included for Leadership in Energy and Environmental Design (LEED) building standards.
13. The estimate is not line item accountable, except for allowances.
14. This estimate is based on the use of AIA A201 General Conditions.
15. It is not the responsibility of the Contractor to make certain that the documents prepared by the Architect and his consultants are in accordance with applicable laws, statues, building codes and regulations. If the Contractor, in the exercise of due care, observes that any of the documents are at variance therewith in any respect, he shall promptly notify the Owner of all conflicts between the drawings and specifications and any laws, ordinances, rules, regulations, or restriction that come to his attention.
16. Certain issues of code compliance are subject to subjective or discretionary interpretation or application by code enforcement agencies or officials. Saunders Construction, LLC will exercise reasonable and professional efforts to obtain compliance with applicable codes affecting plans and specifications but have no responsibility or liability for adverse code interpretations, rulings or determinations.
17. Saunders Construction proposes to self-perform the following work on the project (including all related materials and equipment):
 - a. Surveying and layout of the work.
 - b. Demolition.



- c. Cast-in-place concrete.
 - d. Safety provisions, such as temporary handrails, opening covers, temporary stairs, covered walkways, and similar fall protection.
18. Temporary power and water is to be provided by the Owner.
 19. Following examination of the geotechnical report, bid depth of bedrock is priced as 76'-0" relative to 100'-0". Per soils report, we have included 3' of bedrock penetration at each drilled pier.
 20. We have included two drilled piers at each of the exterior stairs (six total).
 21. Drilling through unforeseen obstructions not shown on the geotechnical report. Hard rock excavation. Hard rock is defined as material that cannot be drilled with conventional equipment and tooling. The use of carbide teeth, core barrels, rock augers, diamonds, hammers, explosives etc. will be and additional cost.
 22. We have included (2) placements for the wearing slabs (one on each side of the "breaker strip" at the new freezer addition).
 23. Because of the preliminary nature of the documents, some assumptions were made in an attempt to address the intent of the design as it regards reinforcing steel. At this time, we have included 58.78 tons of reinforcing steel for this project. This quantity is subject to modification and price change when design is complete.
 24. Work to be done by Steve Stock & Associates (Prefab Multi Compartment, Cooler, Freezer, Dock):
 - a. Rack supported Structure
 - b. Walls and Ceiling R-40
 - c. Interior trim- stainless steel
 - d. Refrigeration and leak detection (BMS integration by District)
 - e. Demo existing freezer equipment
 - f. Doors- man, cooler sliding doors, freezer sliding doors, impact doors, dock doors
 - g. Post style guard sets, dock door guard sets
 - h. Dock leveler, restraints, and shelter
 - i. Lighting
 - j. Roofing- 60 mil with insulation, crickets, interface between new freezer and existing building, gutters and downspouts
 - k. Under slab insulation w/vapor barrier
 - l. Provide and install Glycol tubes
 - m. Provide steel sills and contraction joint for install by concrete contractor
 - n. Provide and install steel purlins in existing freezer
 - o. Provide and install wind girts
 - p. Run condensate drain lines to exterior of refrigerated spaces
 - q. Pallet racking including modifications in existing cooler
 - r. Paint interior perimeter rat runs
 - s. Electrical
 - (i) Set new 600 Amp panel
 - (ii) Set new transformer
 - (iii) Set new 100 Amp panel
 - (iv) Wire indoor and outdoor lighting, sliding doors, evaporators, condensers, glycol heat system, pressure relief port, service outlets at condensing units, freezer drain line outlets, receptacles for block heaters, dock levelers



- (v) Provide and install rotator panels and control wiring
 - t. Demo existing cooler in main warehouse and associated rails, piping, electrical and racking
25. If a new roof is desired on the cooler, the additional cost is expected to be \$90,000-\$150,000.
26. Refer to the attached estimate detail for further clarifications.

EXCLUSIONS

The following are items not included in this estimate. It is recommended that this list be carefully reviewed for items that need to be added to complete a total project budget.

1. Owner contingency.
2. All sales and use taxes.
3. Building permits and plan check fees.
4. Permits and use taxes for Owner furnished equipment.
5. The following permits, fees, studies, and assessments:
 - a. Special District assessments or taxes
 - b. Environmental assessments.
 - c. Storm drainage impact fees.
 - d. Health department, JCAHO, Medicare, and other certifying agency fees and expenses.
6. The following surveys:
 - a. Property survey and corner pins
 - b. Pre-construction topographic survey
 - c. ALTA or final improvements survey.
7. Preparation of an asbestos or hazardous material survey of the existing building (will be required for permit).
8. Submission of record shop drawings to local building authority.
9. Security or guard service. Protection against theft and vandalism will consist of a temporary site fence. Builder's Risk coverage protects against loss or damage to the building but does not cover schedule impacts due to same.
10. Fire watch.
11. Builders Risk insurance for the following items:
 - a. Owner contents, furnishings, and equipment installed within the building prior to Substantial Completion
 - b. Work performed by Owner's separate contractors.
12. Relocation of Owner contents, furnishings, and equipment.
13. Davis Bacon or prevailing wage requirements.
14. Damage or costs of repairs to existing utilities incorrectly located by the utility locates agency, or not shown on the documents.



15. Design responsibility, design liability, design fees, and responsibility for verification of compliance of design with building codes, except for the following trades:
 - a. Fire sprinkler system
16. Testing and inspection costs, including but not limited to the following:
 - a. Hazardous or contaminated materials identification, testing, abatement, removal and disposal fees.
 - b. Quality control testing and inspection related to the following: soils, naturally-occurring radioactive material (NORM), asphalt pavements, caissons, concrete, masonry, steel, fireproofing, and roofing.
 - c. Special inspections as required by the authorities having jurisdiction.
17. The following primary, incoming utility services:
 - a. Electrical service, including permanent meter, transformer and transformer pad
 - b. Natural gas service and meter
18. Impacts from the plan review comments of the following governmental agencies, which have not been incorporated into the contract documents:
 - a. Site improvement plan (SIP)
 - b. Building department
 - c. Water and/or sewer district
 - d. Fire department
 - e. Health department
19. Removal, relocation and/or disposal of any existing subsurface improvements. This would include utility work not identified on the construction drawings.
20. Relocation and/or lowering of existing utilities.
21. Off-site street and utility improvements.
22. Maintenance (and removal) of erosion control measures in accordance with EPA standards if we are required to demobilize and leave these measures in place.
23. Identification, handling, removal and disposal of unsuitable or contaminated soil materials.
24. Identification, handling, removal, treatment, and replacement of existing hazardous materials, or claims from exposure of personnel to hazardous substances.
25. Rock excavation (soil material which has a blow count of 50/2 or less).
26. Site dewatering or wellpoint dewatering system.
27. Importing of topsoil material.
28. Temporary and permanent casing of caisson holes. See "Unit Prices" section for temporary casing.
29. Caisson drilling in contaminated and/or unsuitable soils.
30. Underpinning the existing concrete foundation walls and slabs.
31. Red curb paint to designate no parking zones.
32. Permanent fences.
33. Installation of embedded connections for freezer building if required.



- 34. Painting, estimate does include painting exterior steel stair components that are not galvanized.
- 35. Building signage (interior and exterior).
- 36. Unloading, storing, handling, setting, and connection of Owner/Tenant furnished equipment.
- 37. The following electrical systems:
 - a. Security
 - b. Intercom/paging/public address
- 38. Items listed in the estimate detail as "excluded".

ALLOWANCES

The following allowances are included in the IGMP:

1. Weather Protection & Conditions	\$7,500
2. Brace Tall Foundation Walls	\$50,000
3. Concrete Revisions	\$50,000
4. Final Coordination between Steve Stock and General Contractor	\$25,000
5. Plumbing Subcontract- including gas piping	\$100,000
6. Security System Rough-In	\$2,500

ALTERNATES

1. Remote Monitoring and Temperature Control	\$5,000
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EXHIBIT C

SAUNDERS CONSTRUCTION, LLC

ITEMIZATION OF GMP

Following 6 pages

DCSD Nutrition Services Freezer

IGMP



April 14, 2022

Gross Building Area: 12,100 SF

DESCRIPTION	TOTAL COST	DETAIL AREA (SF)	\$/SF	\$/GSF
01-Base	\$5,958,716	12,100	492.46	492.46
TOTAL PROJECT COST	\$5,958,716			\$492.46

DCSD Nutrition Services Freezer

IGMP



April 14, 2022

Gross Building Area: 12,100 SF

DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL COST
01-Base				
01 50 00 Temporary Facilities & Controls				
Safety - Misc Safety Supplies	1.00	LS	\$1,500.00	\$1,500
Weather Protection & Conditions	1.00	ALLOW	\$7,500.00	\$7,500
Traffic Control	1.00	LS	\$2,883.18	\$2,883
Construction Wayfinding Signage	1.00	LS	\$750.00	\$750
Subtotal 01 50 00 Temporary Facilities & Controls				\$12,633
01 70 00 Execution & Closeout Requirements				
Dumpsters - Co-Mingling	22.00	EA	\$550.00	\$12,100
Subtotal 01 70 00 Execution & Closeout Requirements				\$12,100
02 20 00 Assessment				
Survey Control/ Initial Site Verification	1.00	LS	\$2,287.55	\$2,288
Survey - Rough Grading (Site Perimeter Every 50' & Then 50' x 50' Grid)	39.36	PTS	\$9.49	\$374
Survey - Curb and Gutter (Every 25' + 4 Points at Corners)	23.16	PTS	\$9.49	\$220
Survey - Storm Sewer (Every 50' of RCP + 2 at Angles, Manholes, FES, Inlets)	22.30	PTS	\$12.70	\$283
Survey - Asphalt Bluetops (Every 25' CL of Drives & Perim of Parking)	15.00	PTS	\$16.36	\$245
Survey - Concrete Pans (4 Per Pan)	24.00	PTS	\$19.10	\$458
Survey - Concrete Plaza Layout (Every 25' Perimeter + Centerline for grates, radius point, & inlays)	10.00	PTS	\$14.30	\$143
Survey - Gas Lines	24.00	PTS	\$10.56	\$254
Survey - Pond Area Improvement Stakes (Every 25' Trickle Channel + 4 per Headwall, Rip Rap, Forebays)	6.56	PTS	\$12.70	\$83
Survey - Building Pad Excavation (Building Perimeter Every 50' + 2 Stakes per Major Corner)	17.68	PTS	\$19.10	\$338
Survey - Caissons (3 per Caisson)	216.00	PTS	\$11.44	\$2,471
Survey - Calculations (For Points Above, Assume 40 HRS as Standard)	40.00	HRS	\$114.38	\$4,575
Survey - Detention Pond Certification	1.00	LS	\$2,100.00	\$2,100
Survey - Survey Equip (Total Station, Levels, Transit, etc)	0.00	INCL	\$0.00	\$0
Survey - Surveyor Mob/Travel Time (On Avg Incl 1 HR per Trip)	1.00	EA	\$114.38	\$114
Survey - Surveyor Truck	1.00	MO	\$1,625.00	\$1,625
Subtotal 02 20 00 Assessment				\$15,570
02 40 00 Demolition & Structure Moving				
Remove Site Fence	1.00	LS	\$753.27	\$753
Remove Site Stairs	2.00	EA	\$753.27	\$1,507
Foundations Demolition	1.00	LS	\$876.64	\$877
Remove Slab at Existing Cooler	426.00	SF	\$8.54	\$3,637
Remove Slab for New Pallet Wrapper	40.00	SF	\$19.71	\$788
Sawcut for New Paller Wrapper	35.00	LF	\$10.00	\$350
Sawcut for Removal at Existing Cooler	496.00	LF	\$5.00	\$2,480
Sawcut for Removal for New Cooler to Freezer Doors	14.00	LF	\$10.00	\$140
Subtotal 02 40 00 Demolition & Structure Moving				\$10,531
03 10 00 Concrete Forming & Accessories				
Wall Brace - Foundation Walls	1.00	ALLOW	\$50,000.00	\$50,000
Subtotal 03 10 00 Concrete Forming & Accessories				\$50,000
03 30 00 Cast-in-Place Concrete				
Concrete Place & Finish Labor - Subcontract	1.00	LS	\$819,487.00	\$819,487

DCSD Nutrition Services Freezer

IGMP



April 14, 2022

Gross Building Area: 12,100 SF

DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL COST
Concrete Place & Finish Labor - Cost Allowance for Changes	1.00	ALLOW	\$50,000.00	\$50,000
Slab Beams	0.00	INCL	\$0.00	\$0
Grade Beams	0.00	INCL	\$0.00	\$0
Structrural Slab 10" Thick	0.00	INCL	\$0.00	\$0
5" Wearing Slab	0.00	INCL	\$0.00	\$0
Under Slab Insulation	0.00	EXCL	\$0.00	\$0
Vapor Barrier Premium	0.00	EXCL	\$0.00	\$0
Patch Interior Floors	0.00	INCL	\$0.00	\$0
Concrete Floor Sealer	11,200.00	SF	\$2.50	\$28,000
Concrete Forklift	2.00	MO	\$4,712.50	\$9,425
Subtotal 03 30 00 Cast-in-Place Concrete				\$906,912
05 50 00 Metal Fabrications				
Misc. Metals - Subcontract	1.00	LS	\$89,161.00	\$89,161
Stair - Exterior Galvanized Steel	0.00	INCL	\$0.00	\$0
Delegated Design / Eng for Steel Stairs	0.00	EXCL	\$0.00	\$0
Angle for Dock Levelers	0.00	INCL	\$0.00	\$0
Bollards	0.00	INCL	\$0.00	\$0
Rails - Stair Guard Rails	0.00	INCL	\$0.00	\$0
Subtotal 05 50 00 Metal Fabrications				\$89,161
07 10 00 Dampproofing & Waterproofing				
Dampproofing - Foundation	1.00	LS	\$4,200.00	\$4,200
Insulation - Premium for 2" Rigid at Dock and Electrical Rm	0.00	INCL	\$0.00	\$0
Subtotal 07 10 00 Dampproofing & Waterproofing				\$4,200
07 90 00 Joint Protection				
Joint Sealants - Site Concrete	1.00	LS	\$2,600.00	\$2,600
Subtotal 07 90 00 Joint Protection				\$2,600
09 90 00 Painting & Wallcoverings				
Paint - Stairwell Handrail & Guardrail	1.00	LS	\$7,500.00	\$7,500
Subtotal 09 90 00 Painting & Wallcoverings				\$7,500
11 40 00 Foodservice Equipment				
Final Details/Coordination	1.00	ALLOW	\$25,000.00	\$25,000
Steve Stock- Subcontract	1.00	LS	\$2,621,079.00	\$2,621,079
Subtotal 11 40 00 Foodservice Equipment				\$2,646,079
21 00 00 Fire-Suppression Systems				
Fire Protection Systems - Subcontract	1.00	LS	\$160,966.00	\$160,966
Subtotal 21 00 00 Fire-Suppression Systems				\$160,966
22 00 00 Plumbing				
Plumbing - Subcontract	1.00	ALLOW	\$100,000.00	\$100,000
Subtotal 22 00 00 Plumbing				\$100,000
26 00 00 Electrical				
Electrical - Subcontract	1.00	LS	\$223,102.00	\$223,102
Security Systems - Rough-in	1.00	ALLOW	\$2,500.00	\$2,500
Subtotal 26 00 00 Electrical				\$225,602

DCSD Nutrition Services Freezer

IGMP



April 14, 2022

Gross Building Area: 12,100 SF

DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL COST
28 40 00 Life Safety				
Fire Alarm Subcontract	1.00	LS	\$35,625.00	\$35,625
Subtotal 28 40 00 Life Safety				\$35,625
31 10 00 Site Clearing				
Earthwork - Subcontract	1.00	LS	\$122,500.00	\$122,500
Subtotal 31 10 00 Site Clearing				\$122,500
31 20 00 Earth Moving				
Overlot Grading - Cuts & Fills	0.00	INCL	\$0.00	\$0
Over-Exc & Re-Compact 3' at Building	0.00	INCL	\$0.00	\$0
Rock Excavation	0.00	EXCL	\$0.00	\$0
Over-Exc & Re-Compact 2' at Site Flatwork	0.00	INCL	\$0.00	\$0
Import / Place Fill	0.00	INCL	\$0.00	\$0
Strc Exc for Footings & Walls	0.00	INCL	\$0.00	\$0
Remove & Dispose of Buried Unsuitable Materials	0.00	EXCL	\$0.00	\$0
Rock & Wire Check Dams	3.00	EA	\$400.00	\$1,200
Concrete Washout Area	1.00	LS	\$3,500.00	\$3,500
Silt Fence - Trencher Installed	0.00	EXCL	\$0.00	\$0
Inlet Protection - Rock Sack	20.00	LF	\$25.00	\$500
Inlet Protection - Rock w/Wire Basket	10.00	LF	\$25.00	\$250
Temp Erosion - Maintenance	4.00	MO	\$1,641.59	\$6,566
Conc Washout Maintenance, Rem & Haul Off	4.00	MO	\$7,266.37	\$29,065
Site Clean-up	4.00	MO	\$3,766.37	\$15,065
Erosion Cntrl - Add'l Trips Due to Weather Events	10.00	EA	\$125.00	\$1,250
Subtotal 31 20 00 Earth Moving				\$57,397
31 40 00 Shoring & Underpinning				
Shoring and Underpinning- Foundation	0.00	EXCL	\$0.00	\$0
Subtotal 31 40 00 Shoring & Underpinning				\$0
32 10 00 Asphalt Pavements, Markings & Signage				
Asphalt Paving - Parking - 6" ABC over 6" Base	1,624.00	SY	\$56.45	\$91,675
Asphalt Paving - Scarify & Re-compact	1,624.00	SY	\$6.15	\$9,988
Asphalt Paving - Weed Control	1,624.00	SY	\$1.00	\$1,624
Conc Paving Complete 6" Thick (Grey, Broom Finish, Reinforced)	1,279.00	SF	\$15.00	\$19,185
Conc Pads	381.00	SF	\$15.00	\$5,715
Conc Stair Pads	40.00	SF	\$25.00	\$1,000
Curb and Gutter	260.00	LF	\$20.00	\$5,200
Flush Curb	319.00	LF	\$20.00	\$6,380
Thickened Edge at Paving	215.00	LF	\$20.00	\$4,300
Thickened Edge at Paving	215.00	LF	\$25.00	\$5,375
Drain Pans Complete	438.00	SF	\$15.00	\$6,570
Parking Wheel Stops	8.00	EA	\$150.00	\$1,200
Bollard Install	6.00	EA	\$500.00	\$3,000
Stop Sign	1.00	EA	\$350.00	\$350
Post Mounted Site Signage	2.00	EA	\$250.00	\$500
Pavement Markings - Parking Spaces	8.00	EA	\$25.00	\$200
Pavement Markings - Miscellaneous Striping	1.00	LS	\$500.00	\$500
Subtotal 32 10 00 Asphalt Pavements, Markings & Signage				\$162,761
32 90 00 Landscape & Irrigation				

DCSD Nutrition Services Freezer

IGMP



April 14, 2022

Gross Building Area: 12,100 SF

DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL COST
Landscape Mobilization	1.00	EA	\$5,000.00	\$5,000
Crusher Fines w/ Stabilizer - 4" Depth	3,200.00	SF	\$4.00	\$12,800
Subtotal 32 90 00 Landscape & Irrigation				\$17,800
33 10 00 Water Utilities				
Site Utilities (Water, Sewer, Storm) - Subcontract	1.00	LS	\$136,000.00	\$136,000
Subtotal 33 10 00 Water Utilities				\$136,000
33 40 00 Stormwater Utilities				
Cleanouts - Foundation Drain	8.00	EA	\$300.00	\$2,400
Storm - 12" PVC	40.00	LF	\$82.00	\$3,280
Roof Drain Lines - 6"	515.00	LF	\$77.00	\$39,655
Roof Drain Connections	10.00	EA	\$550.00	\$5,500
Concrete Head Walls	6.00	EA	\$2,000.00	\$12,000
Export Utility Spoils	91.85	CY	\$20.00	\$1,837
Perimeter Foundation Drain	490.00	LF	\$35.00	\$17,150
Subtotal 33 40 00 Stormwater Utilities				\$81,822
Subtotal 01-Base				\$4,857,761
DIRECT TOTAL				\$4,857,761

DCSD Nutrition Services Freezer

IGMP



April 14, 2022

Gross Building Area: 12,100 SF

INDIRECT	AMOUNT	TOTAL COST
General Conditions	\$361,539	\$361,539
Estimating Reserve	5.00%	\$242,888
Construction Contingency	3.00%	\$145,733
Commercial Insurance (standard GL)	0.95%	\$56,608
Builders Risk Insurance	0.08%	\$4,649
Payment & Performance Bond (Base Rate)	0.56%	\$33,574
Subcontractor Default Insurance / Bonds	1.30%	\$62,274
Miscellaneous Permits and Fees	\$1,000	\$1,000
Preconstruction Services	\$19,000	\$19,000
Overhead & Profit	\$173,691	\$173,691
INDIRECT SUBTOTAL		\$1,100,955
TOTAL PROJECT COST		\$5,958,716

EXHIBIT D

SAUNDERS CONSTRUCTION, LLC

CONTRACT TIME SCHEDULE

Following 4 pages

DCSD Freezer Expansion

** All Work View (w/Total Float)

Planned by Powerproject

Printed: 4/14/2022

Line	Name	OD	Start	Finish	2022												2023			
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	M	
PROJECT MILESTONES		0d	Mar 14 22	Mar 14 22																
PRECONSTRUCTION		232d	Apr 12 22	Mar 10 23																
Design/Estimating		15d	Apr 12 22	May 02 22																
4	Complete CD	0d	Apr 12 22 *	Apr 12 22	◆ Complete CD															
5	FGMP Pricing	15d	Apr 12 22	May 02 22	■ FGMP Pricing															
6	IGMP Estimate Review	0d	Apr 13 22 *	Apr 13 22	◆ IGMP Estimate Review															
7	IGMP Board Approval and Release	10d	Apr 13 22	Apr 26 22	■ IGMP Board Approval and Release															
8	Formal Approval of IGMP	1d	Apr 27 22	Apr 27 22	Formal Approval of IGMP															
Permits		21d	Apr 27 22	May 25 22																
10	Submit for Permit Review	0d	Apr 27 22 *	Apr 27 22	◆ Submit for Permit Review															
11	Submit for fire department review	21d	Apr 27 22	May 25 22	■ Submit for fire department review															
12	Submit for health department review	21d	Apr 27 22	May 25 22	■ Submit for health department review															
Procurement		220d	Apr 28 22	Mar 10 23																
14	Subcontracts Procurement	10d	Apr 28 22	May 11 22	■ Subcontracts Procurement															
15	Shop Drawings - Rebar Shops	20d	May 12 22	Jun 09 22	■ Shop Drawings - Rebar Shops															
16	Generator Submittal	10d	May 12 22	May 25 22	■ Generator Submittal															
17	Generator Procurement	200d	May 26 22	Mar 10 23	■ Generator Procurement															
18	Procurement - Rebar	30d	Jun 10 22	Jul 22 22	■ Procurement - Rebar															
CONSTRUCTION PH 1 FREEZER ADDITION		195d	Jun 10 22	Mar 17 23																
Mobilization		2d	Jun 10 22	Jun 13 22																
21	Mobilization	1d	Jun 10 22	Jun 10 22	Mobilization															
22	Utility Locates	1d	Jun 13 22	Jun 13 22	Utility Locates															
23	Install Erosion Control BMP's	1d	Jun 13 22	Jun 13 22	Install Erosion Control BMP's															
24	Install Site Fencing	1d	Jun 13 22	Jun 13 22	Install Site Fencing															
Sitework / Utilities		26d	Jun 13 22	Jul 19 22																
26	Site Survey	1d	Jun 13 22	Jun 13 22	Site Survey															
27	Infill w/ structural fill and grade out area for new foundation	10d	Jun 14 22	Jun 27 22	■ Infill w/ structural fill and grade out area for new foundation															
28	Trench and install underground electrical /plumbing	0d	Jun 28 22	Jun 28 22	◆ Trench and install underground electrical /plumbing															
29	Drill for piers and pour	5d	Jun 28 22	Jul 05 22	■ Drill for piers and pour															

DCSD Freezer Expansion

Printed: 4/14/2022

** All Work View (w/Total Float)

Planned by Powerproject

Line	Name	OD	Start	Finish	2022												2023					
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	M			
30	Site grade for new asphalt road/parking & detention pond rework	15d	Jun 28 22	Jul 19 22							Site grade for new asphalt road/parking & detention pond rework											
Foundations		110d	Jun 14 22	Nov 16 22																		
32	Clear & Grub	2d	Jun 14 22	Jun 15 22							Clear & Grub											
33	Overexcavate	15d	Jun 16 22	Jul 07 22							Overexcavate											
34	Layout Caissons	1d	Jul 08 22	Jul 08 22							Layout Caissons											
35	Drill Caissons	10d	Jul 11 22	Jul 22 22							Drill Caissons											
36	Back Fill Trench Outside Caissons	15d	Jul 18 22	Aug 05 22							Back Fill Trench Outside Caissons											
37	North Grade Beams	15d	Aug 08 22	Aug 26 22							North Grade Beams											
38	South Grade Beams	15d	Aug 29 22	Sep 19 22							South Grade Beams											
39	Foundation Walls	15d	Aug 29 22	Sep 19 22							Foundation Walls											
40	Back Fill Foundation Walls	10d	Sep 20 22	Oct 03 22							Back Fill Foundation Walls											
41	Vapor Barrier	3d	Oct 04 22	Oct 06 22							Vapor Barrier											
42	10' Structural Slab	7d	Oct 07 22	Oct 17 22							10' Structural Slab											
43	Glycol Lines	10d	Oct 18 22	Oct 31 22							Glycol Lines											
44	Thermal Break Insulation	5d	Nov 01 22	Nov 07 22							Thermal Break Insulation											
45	Pour 5' Wearing Slab	7d	Nov 08 22	Nov 16 22							Pour 5' Wearing Slab											
Exterior		193d	Jun 14 22	Mar 17 23																		
47	Clear and Grub	2d	Jun 14 22	Jun 15 22							Clear and Grub											
48	Demo Layout	1d	Jun 16 22	Jun 16 22							Demo Layout											
49	Sawcut	1d	Jun 17 22	Jun 17 22							Sawcut											
50	Asphalt/Concrete Removal	5d	Jun 20 22	Jun 24 22							Asphalt/Concrete Removal											
51	Lower Existing Utilities(C0.3) (By Others)	10d	Jun 27 22	Jul 11 22							Lower Existing Utilities(C0.3) (By Others)											
52	Rough Grade	2d	Jul 12 22	Jul 13 22							Rough Grade											
53	UG Utilities	5d	Jul 14 22	Jul 20 22							UG Utilities											
54	Site Concrete	7d	Jul 21 22	Jul 29 22							Site Concrete											
55	Final Grade	3d	Aug 01 22	Aug 03 22							Final Grade											
56	Place RipRap	5d	Aug 04 22	Aug 10 22							Place RipRap											
57	Condition 24" Of Soil Under Asphalt	3d	Aug 04 22	Aug 08 22							Condition 24" Of Soil Under Asphalt											
58	Place Asphalt	2d	Aug 09 22	Aug 10 22							Place Asphalt											
59	Install Signage	2d	Aug 11 22	Aug 12 22							Install Signage											

DCSD Freezer Expansion

** All Work View (w/Total Float)

Planned by Powerproject

Printed: 4/14/2022

Line	Name	OD	Start	Finish	2022												2023				
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	M		
60	Install Exit Stairs	3d	Dec 28 22	Dec 30 22														Install Exit Stairs			
61	Mechanical Unit Housing Pads & Generator pad	10d	Dec 28 22	Jan 11 23														Mechanical Unit Housing Pads & Gene			
62	Generator install	5d	Mar 13 23	Mar 17 23														Generator install			
Structure		26d	Nov 17 22	Dec 27 22																	
64	Install Freezer Structure	26d	Nov 17 22	Dec 27 22														Install Freezer Structure			
Interior Finishes		35d	Dec 28 22	Feb 15 23																	
66	Freezer Vendor Equipment	26d	Dec 28 22	Feb 02 23														Freezer Vendor Equipment			
67	Electrical Rough (By Others)	5d	Jan 09 23	Jan 13 23														Electrical Rough (By Others)			
68	Mechanical Rough (By Others)	10d	Jan 09 23	Jan 20 23														Mechanical Rough (By Others)			
69	Plumbing Rough (By Others)	5d	Jan 09 23	Jan 13 23														Plumbing Rough (By Others)			
70	Fire Sprinkler Rough	10d	Jan 10 23	Jan 23 23														Fire Sprinkler Rough			
71	Doors and door protection (By Others)	5d	Jan 12 23	Jan 18 23														Doors and door protection (By Othe			
72	Lighting (By Others)	15d	Jan 16 23	Feb 03 23														Lighting (By Others)			
73	Mechanical Hook ups (By Others)	6d	Feb 03 23	Feb 10 23														Mechanical Hook ups (By Ot			
74	Plumbing Hook ups (By Others)	3d	Feb 03 23	Feb 07 23														Plumbing Hook ups (By Other			
75	Fire Sprinkler	3d	Feb 03 23	Feb 07 23														Fire Sprinkler			
76	Fire Alarm	6d	Feb 03 23	Feb 10 23														Fire Alarm			
77	Electrical Hook ups	5d	Feb 03 23	Feb 09 23														Electrical Hook ups			
78	MEP Final Inspections for New Freezer	3d	Feb 13 23	Feb 15 23														MEP Final Inspections for N			
CONSTRUCTION PH 2 EXG. FREEZER REMODEL TO COOLER		15d	Feb 16 23	Mar 08 23																	
Freezer Remodel to Cooler		15d	Feb 16 23	Mar 08 23																	
81	DCSD - Move food into new freezer	15d	Feb 16 23	Mar 08 23														DCSD - Move food in			
CONSTRUCTION PH 3 EXG. COOLER DEMO/WAREHOUSE REMODEL		13d	Mar 09 23	Mar 28 23																	
Interior Finishes		13d	Mar 09 23	Mar 28 23																	
84	Safe Off Electrical	1d	Mar 09 23	Mar 09 23														Safe Off Electrical			
85	Demo fire sprinkler and cap off	2d	Mar 10 23	Mar 13 23														Demo fire sprinkler			
86	Demo Out Existing Cooler	3d	Mar 14 23	Mar 16 23														Demo Out Existing			
87	Infill Areas to Level Floor	3d	Mar 17 23	Mar 21 23														Infill Areas to Le			
88	Final Construction Clean	0d	Mar 22 23	Mar 22 23														Final Construct			
89	SCI - Pre-Punch w/ Corrections	0d	Mar 22 23	Mar 22 23														SCI - Pre-Punch			

DCSD Freezer Expansion

Printed: 4/14/2022

** All Work View (w/Total Float)

Planned by Powerproject

Line	Name	OD	Start	Finish	2022												2023			
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	M	
90	O/A Punch Walk	0d	Mar 22 23	Mar 22 23															◆	O/A Punch Wal
91	Punch Correction	4d	Mar 22 23	Mar 27 23															■	Punch Correcti
92	Building Final	2d	Mar 24 23	Mar 27 23															■	Building Final
93	Punch List Back Walk	0d	Mar 28 23	Mar 28 23															◆	Punch List Ba
94	Substantial Completion	0d	Mar 28 23	Mar 28 23															◆	Substantial C

Subcontractor

Architect	SCI	Earthwork	Electrician	Concrete Crew	Site Utilities	Dirtwork	Paving	Exterior Furnishings
PEMB	Owner	Mechanical	Plumbing	Fire Sprinkler	Overhead Doors	Demolition	Cleaning	Inspections

EXHIBIT E

SAUNDERS CONSTRUCTION, LLC

INSURANCE CERTIFICATES

Following 15 pages



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): 303-534-4567		FAX (A/C, No): 303-534-0600
	E-MAIL ADDRESS: DenAccountTechs@imacorp.com		
INSURED Saunders Construction, Inc. 86 Inverness Place North Englewood, CO 80112	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Contractors Insurance Company Risk		12300
	INSURER B: The Cincinnati Insurance Company		10677
	INSURER C: The Continental Insurance Company		35289
	INSURER D: ACIG Insurance Company		19984
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 248108294

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$295K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL21A00055	6/1/2021	6/1/2022	EACH OCCURRENCE	\$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 10,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP0626885	6/1/2021	4/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7014992559	6/1/2021	6/1/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		Y	WCA000017221 WCA000014121	6/1/2021 6/1/2021	6/1/2022 6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Coverage: Policy #PCADB-5014344-0421
 Effective Dates: 04/30/2021-04/30/2022 Insurer: Berkley Assurance Company
 \$2,000,000 Aggregate; \$2,000,000 Each Claim; \$50,000 Deductible; Claims Made

Pollution Liability Coverage: Policy #PCADB-5014344-0421
 Effective Dates: 04/30/2021-04/30/2022 Insurer: Berkley Assurance Company
 \$2,000,000 Limit; \$25,000 Deductible; Includes Mold

See Attached...

CERTIFICATE HOLDER

Douglas County School District RE-1
 Attn: Michael Shuurman
 2808 N. Hwy 85 building B
 Castle Rock CO 80109

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado		NAMED INSURED Saunders Construction, Inc. 86 Inverness Place North Englewood, CO 80112	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Builders Risk Coverage: Policy #IH4H59092700
 Effective Dates: 04/30/2021-04/30/2022 Insurer: The Hanover Insurance Company
 \$6,000,000 Frame; \$8,500,000 Joisted Masonry; \$30,000,000 Non-Combustible;
 \$95,000,000 Masonry Non-Combustible or Better; \$100,000 Deductible;
 \$2,500,000 Temporary Storage Limit; \$100,000 Deductible
 \$2,500,000 Property in Transit Limit; \$100,000 Deductible; \$2,500,000 Flood (Zone X) Limit; \$50,000 Deductible
 \$10,000,000 Earthquake Limit; \$25,000 Deductible; Replacement Cost Valuation; Special Cause of Loss;
 Equipment Breakdown/Testing Included; No Coinsurance; Owner and Subcontractors are included as Insured.

Leased & Rented Equipment Coverage: Policy #RH4H59092600
 Effective Dates: 04/30/2021-04/30/2022 Insurer: The Hanover Insurance Company
 \$1,650,000 Limit; \$10,000 Deductible

Crime Coverage: Policy #105607068
 Effective Dates: 04/30/2021-04/30/2022 Insurer: Travelers Casualty and Surety Company of America
 \$5,000,000 Employee Theft Limit; \$50,000 Deductible

RE: DCSD Nutrition Freezer Expansion Project Number: 22017005 2812 N. US-85 Building E, Castle Rock, CO 80109.
 Certificate Holder is included as Additional Insured on the General Liability including Ongoing and Completed Operations, Automobile and Excess Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder on the General Liability, Automobile Liability, Excess Liability and Workers Compensation policies if required by written contract or agreement and with respect to work performed by Insured, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policy subject to the policies terms and conditions. 30 Day's Notice of Cancellation on the General, Automobile, Umbrella Liability and Workers Compensation Policies.

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 2. Unless specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - b) Supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: Saunders Construction, Inc.

Insurance Company: ACIG

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Insured: Saunders Construction Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus[®]
BUSINESS AUTO XC+[®]
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

Do not add this form to a policy. It is for informational purposes only.

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less, and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

Do not add this form to a policy. It is for informational purposes only.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

Do not add this form to a policy. It is for informational purposes only.

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Do not add this form to a policy. It is for informational purposes only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT THE NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas, or Utah.
This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.
This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured Saunders Construction, Inc.

Endorsement No.

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

60 days. However in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas, or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured Saunders Construction, Inc.

Endorsement No.

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____

EXHIBIT F
SAUNDERS CONSTRUCTION, LLC.
PERFORMANCE BOND

PENDING EXECUTION OF FINAL GMP AMENDMENT

EXHIBIT G

SAUNDERS CONSTRUCTION, LLC.

LABOR AND MATERIALS PAYMENT BOND

PENDING EXECUTION OF FINAL GMP AMENDMENT

EXHIBIT H

SAUNDERS CONSTRUCTION, LLC

ALTERNATE PRICES

Following 1 page



Exhibit H
Nutrition Services
Douglas County School District

ALTERNATES

- | | | |
|----|-------------------------------------------|---------|
| 1. | Remote Monitoring and Temperature Control | \$5,000 |
|----|-------------------------------------------|---------|

EXHIBIT I

SAUNDERS CONSTRUCTION, LLC.

UNIT PRICES

NO UNIT PRICES

EXHIBIT J

SAUNDERS CONSTRUCTION, LLC

ALLOWANCES

Following 1 page



Exhibit J
Nutrition Services
Douglas County School District

ALLOWANCES

The following allowances are included in the IGMP:

1.	Weather Protection & Conditions	\$7,500
2.	Brace Tall Foundation Walls	\$50,000
3.	Concrete Revisions	\$50,000
4.	Final Coordination between Steve Stock and General Contractor	\$25,000
5.	Plumbing Subcontract- including gas piping	\$100,000
6.	Security System Rough-In	\$2,500

EXHIBIT K

SAUNDERS CONSTRUCTION, LLC

HOURLY LABOR RATE SCHEDULE

Following 2 pages

EXHIBIT "K"
DOUGLAS COUNTY SCHOOL DISTRICT NUTRITION SERVICES
DIRECT LABOR & INDIRECT COSTS



STAFF LABOR RATES

	Base Rate	IT Charge	Total Hourly Rate		Base Rate	IT Charge	Total Hourly Rate
Construction Manager*	\$ 144.00	\$ 4.95	\$ 148.95	Sr. Preconstruction Manager*	\$ 129.00	\$ 7.72	\$ 136.72
General Superintendent*	\$ 138.00	\$ 3.84	\$ 141.84	Preconstruction Manager*	\$ 106.00	\$ 7.72	\$ 113.72
Senior Superintendent	\$ 122.00	\$ 3.84	\$ 125.84	Senior Estimator*	\$ 93.00	\$ 7.72	\$ 100.72
Project Superintendent	\$ 101.00	\$ 3.84	\$ 104.84	Lead Estimator	\$ 79.00	\$ 7.72	\$ 86.72
Superintendent 1	\$ 95.00	\$ 3.84	\$ 98.84	Estimator	\$ 65.00	\$ 7.72	\$ 72.72
Superintendent 2	\$ 85.00	\$ 3.84	\$ 88.84	MEP Coordinator*	\$ 101.00	\$ 7.72	\$ 108.72
Senior Project Manager*	\$ 125.00	\$ 4.95	\$ 129.95	Surveyor**	\$ 133.00	\$ 4.64	\$ 137.64
Project Manager 1*	\$ 106.00	\$ 4.95	\$ 110.95	Senior/Safety Manager*	\$ 106.00	\$ 3.66	\$ 109.66
Project Manager 2*	\$ 97.00	\$ 4.95	\$ 101.95	Safety Engineer*	\$ 85.00	\$ 3.66	\$ 88.66
Assistant Project Manager*	\$ 85.00	\$ 4.95	\$ 89.95	QA/QC Engineer*	\$ 97.00	\$ 3.72	\$ 100.72
Engineer 1	\$ 69.00	\$ 5.17	\$ 74.17	Integrated Services Coordinator*	\$ 86.00	\$ 9.28	\$ 95.28
Engineer 2	\$ 63.00	\$ 5.17	\$ 68.17	BIM / Design Coordinator	\$ 63.00	\$ 9.28	\$ 72.28
Project Administrator	\$ 57.00	\$ 6.74	\$ 63.74	Scheduling Engineer*	\$ 95.00	\$ 3.72	\$ 98.72
Project Accountant	\$ 57.00	\$ 4.91	\$ 61.91	IT Tech Support*	\$ 65.00	\$ -	\$ 65.00

CRAFT LABOR RATES

	Standard		
	Rate	Over Time	Double Time
Trade Superintendents	\$ 68.68	\$ 96.25	\$ 117.32
Carpenter Foreman	\$ 67.54	\$ 93.51	\$ 112.37
Concrete Foreman	\$ 59.61	\$ 82.94	\$ 100.70
Laborer Foreman	\$ 47.41	\$ 65.19	\$ 78.63
Journeyman Carpenter	\$ 50.65	\$ 68.54	\$ 81.40
Layout**	\$ 113.78	\$ 137.48	\$ 154.65
Concrete Finisher	\$ 54.78	\$ 76.10	\$ 92.29
Laborer	\$ 39.44	\$ 53.79	\$ 64.55
Intern	\$ 25.00	\$ 37.00	\$ 46.00

INDIRECT COSTS

INDIRECT ITEM	MULTIPLIER
Small Tools (Excludes Consumables)	2.0% of Craft labor
Safety Plans and Programs (Excludes Personal Protective Equipment)	2.5% of Craft labor
Deliveries	3.0% of Craft labor
Commercial Insurance Program (Includes General, Excess, Professional and Environmental Liability Insurances)	.95% of contract value
Closeout and Warranty	.15% of contract value
Subcontract Default Insurance Program	1.30% of subcontract value

* Includes Vehicle or Vehicle Allowance

** Includes \$51/hr. surveyors' equipment rate

Rates include base salary, merit bonus/deferred compensation plan, payroll taxes, workers compensation insurance, and fringe benefits, including medical, dental, vision, life, disability, retirement, and paid time off. All premiums for required insurance will be without consideration of future surcharges or rebates.

All rates subject to increase annually. The Owner hereby agrees that these stipulated rates are accepted as actual cost incurred and paid by the Construction Manager/General Contractor.

The information contained in this document, and any attachments thereto, is considered confidential commercial, financial and trade secret information. This information is protected from disclosure under Colorado law including, but not limited to, exemptions provided under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq.

Effective

7/1/2021

EXHIBIT K

Revision 1.1.21.2

SMALL TOOLS

<u>POWER TOOLS</u>	<u>CORDLESS TOOLS</u>	<u>MISC TOOLS/ITEMS</u>
Angle Drills	Angle Grinder	Air Hose 3/8 ID
Angle Grinders	Bandsaw (Porta-Band)	Air Nailers & Staplers
Bench Grinder	Circular Saw	Battery Charger
Bandsaw (Porta-Band)	Drill	Grease Gun
Biscuit Cutter (joiner)	Jig Saw	Grout Pump
Chipping Hammer (electric)	1/4" Impact Driver	Heating Iron (water stop)
Chop Saw (abrasive)	Impact Wrench	Hydraulic Jacks
Circular Saw (worm drive)	Multi-Purpose Tool	Extension Ladders
Corded Drills	Brad Nailer	Step Ladders
Die Grinder	Finish Nailer	Mixing Paddles
Heat Gun	Sawzall	Metal Detector
Impact Wrench	Screw Gun	Powder Actuated Gun
Jig Saw	Rotary Hammer	Rebar Cutter
Miter Box	Shear	Rebar Bender
Multi-Purpose Tool	Detail Sander	Welding Lead
Power Plane	Miter Saw	
Rotary Hammer	Palm Sander	
Router		
Slide Compound Miter Saw		
Sander (detail, belt, palm)		
Sawzall		
Screw Gun		
Shears		
Table Saw		
	<u>HAND TOOLS</u>	
	Spud Bars	
	Pry Bars	
	Stake Puller	
	Burke Bar	

* NOTE: Any item not specifically listed above as a small tool is considered a consumable item and will be charged to the cost of the work.

EXHIBIT L

SAUNDERS CONSTRUCTION, LLC

EQUIPMENT RENTAL RATE SCHEDULES

Following 4 pages

EXHIBIT L
Revision 1.1.21.2

Group	Description		Day	Week	4 Weeks
Air Compressor	Air Compressors (small portables)		\$48	\$145	\$290
	Air Compressor 185CFM w/50' Hose*		\$230	\$613	\$1,830
	3/4" x 50' Air Hose		\$10	\$25	\$55
Barricades	Barricade - Concrete Jersey		\$10	\$35	\$75
	Jersey Barrier Lifting Clamp		\$40	\$115	\$335
	Barricade-Orange HD Plastic (Water Fillable)		\$10	\$15	\$40
	Deadman (Large or Small)		\$10	\$15	\$40
	Barricades - Detour (Type 3)		\$8	\$18	\$50
	Barricades - Saw Horse (Type 1)		\$8	\$18	\$50
	Slab Grabbers (leading edge protection)		\$2	\$7	\$22
	Parapet Guardrail Bracket & Post		\$2	\$7	\$22
Road Plates	Road Plate Small 4' x 4' x 3/8"		\$20	\$60	\$180
	Road Plate Medium 4' x 8' x 1"		\$28	\$94	\$377
	Road Plate large 4' x 10' x 1"		\$39	\$100	\$400
	Road Plate X-Large 8' x 20' x 1"		\$78	\$290	\$1,040
	Vehicle Track-Out Recessed Steel Grate (Per Section)		\$100	\$210	\$420
	FODS Track-Out Pad 12' Wide X 7' Deep per Section		\$12	\$125	\$336
Compaction	Compactor - Vibratory Plate		\$150	\$450	\$1,095
Concrete	Concrete or Mortar Mixer 6CF Gas/Towable		\$100	\$300	\$670
	Concrete Mixer Small 3CF Electric 110 Volt		\$60	\$170	\$475
	Concrete Blanket 12' x 25'		\$7	\$23	\$69
	Concrete Bucket 1/2CY to 3CY		\$110	\$350	\$800
	Ceiling Grinder w/Diamond Cup & HEPA Vacuum		\$50	\$200	\$580
	Concrete Vibrator - High Cycle 16', 26' & 42'		\$75	\$300	\$750
	Concrete Vibrator-Standard (Various Lengths)		\$55	\$220	\$450
	Concrete Vibrator External (Controller + 4 Heads)		\$55	\$220	\$450
	Concrete Wash Out Pan 6'X6' (large 24" deep, small 12" deep)		\$30	\$120	\$345
	Diamond Core Bits - 2" to 6"		\$45	\$120	\$300
	Diamond Core Bits - 8 to 12"		\$70	\$200	\$400
	Coring Machine (Vacuum or Anchor Base)		\$135	\$450	\$975
	Coring Machine - Hand Held		\$100	\$310	\$715
	Demolition Saw 14" Gas or Electric		\$80	\$300	\$700
	Masonry Saw 14" 110/230 Volt with Tray & Water Pump		\$85	\$250	\$700
	Floor Saw Self Propel 20"		\$120	\$340	\$800
	Finisher's Truck with Tools		\$195	N/A	N/A
Forms	Forms-Gates	\$0.65 / SF			
	Forms-Symons	\$0.65 / SF			
	Forms-Symons Gang	\$1.10 / SF			
	Power Trowel - Ride On		\$270	\$800	\$2,350
	Power Trowel - Walk Behind		\$110	\$325	\$675
	Rebar Bender Hand Held - Powered		\$60	\$160	\$385
Dust Extraction	HEPA Dust Extraction Vacuum 10 Gal		\$40	\$155	\$425
	Dust Extraction Kit for Cordless SDS+ RotoHammer	\$195.50			
	Dust Extraction Kit for SDS Max RotoHammer	\$132.74			
Event Items	Folding Table 6' or 8'		\$10	N/A	N/A
	Folding Chairs		\$1	N/A	N/A
	10' X 10' Pop-Up Canopy		\$125	N/A	N/A
	1700 Watt Generator		\$63	\$189	\$567
Fans	Fans- 24", 36" & 48"		\$60	\$140	\$330
	Carpet Fan		\$25	\$75	\$325
Forklifts	Reach Forklift #10,000 Capacity X 55' Reach *		\$735	\$1,900	\$4,350
	Reach Forklift #8,000 Capacity X 42' Reach *		\$725	\$1,700	\$3,295
	Reach Forklift #5000 or #6000 Capacity *		\$695	\$1,585	\$3,100
	Straight Mast Forklift #5000 (Dual Fuel)*		\$260	\$675	\$1,900
Forklifts	Picking Eye with Fork Pockets		\$65	\$165	\$295
	Picking Eye w/Sling & Deadman (Roll-Off Compaction)		\$75	\$180	\$335

Revision 1.1.21.2

Group	Description		Day	Week	4 Weeks
	Crane Forks		\$35	\$90	\$250
Fence	Temporary Perimeter Fence Panels		\$3	\$5	\$20
	Jersey Barrier Fence Panel (5' H x 10' L)		\$3	\$5	\$20
Generators	4KW-6KW Generator		\$85	\$325	\$850
	45KVA Diesel Generator * 36KW		\$450	\$935	\$2,380
	70KVA Diesel Generator * 56KW		\$465	\$1,100	\$2,955
	125KVA Diesel Generator * 100KW		\$575	\$1,530	\$4,200
	Power Distribution Box		\$45	\$115	\$225
	Power Dist. Box Cord 100' Lengths		\$35	\$95	\$175
Ground Heater	Ground Thaw Machine 1700' hose		\$525	\$2,245	\$5,225
	Ground Thaw Machine 3000' hose		\$1,000	\$3,100	\$7,595
Health Care	Negative Air Machine (Unit Cost of HEPA Filter)	\$119.00	\$95	\$320	\$600
	Emergency Response Health Care Trailer (w/equip)		\$55	\$155	\$440
Heaters	200K BTU Top Hat Heater (Propane)		\$20	\$60	\$120
	350K or 400K BTU Fan Forced Heater (Propane)		\$50	\$190	\$510
	400K BTU Fan Forced Heater (Propane/Nat Gas)		\$115	\$290	\$670
<i>Indirect Fired Heat</i>	350K BTU Heater (Indirect Propane/Nat Gas)		\$90	\$275	\$560
	170K BTU Heater (Indirect Propane/Nat Gas)		\$70	\$170	\$465
	400K BTU Heater (Indirect Diesel Fuel)		\$225	\$650	\$1,300
	Additional 25' Duct Section for Indirect Heaters		\$25	\$70	\$120
<i>Electric Heat</i>	30K BTU Heater Fan Forced (230 Volt Single Phase)		\$45	\$150	\$385
	Propane Cylinders - 100 pound		\$8	\$25	\$65
	1" x 50' Gas Supply Hose		\$15	\$45	\$80
Jack Hammers	60# Electric Jack Hammer		\$100	\$350	\$800
	30# Electric SDS Max Chipping Hammer		\$70	\$225	\$450
	90# Pneumatic Jack Hammer w/point & chisel		\$70	\$210	\$500
	60# Pneumatic Jack Hammer w/point & chisel		\$60	\$200	\$460
	16# Pneumatic Round Collar Chipping Hammer w/point & chisel		\$55	\$125	\$310
Lawn/Garden	Snow Blower		\$20	\$85	\$400
Lifts	Boom Lift 60' Straight *		\$650	\$1,650	\$3,250
	Boom Lift 45' Straight*		\$500	\$1,200	\$2,500
	Scissor Lift 19' Platform Height X 30" Wide		\$175	\$350	\$715
	Scissor Lift 26' Platform Height X 32" Wide		\$250	\$500	\$1,165
Material Handling	Electric Pallet Jack 4000# Capacity		\$165	\$400	\$900
	Banding Cart w/Tools (Steel banding & seals additional)		\$20	\$60	\$160
	Metal Storage Bin 22 CF Stackable		\$7	\$15	\$40
	Double Walled Fuel Tank w/12 Volt Pump "Fuel Cube" 250 gal		\$95	\$125	\$365
	Single Wall Fuel Tank w/12 Volt Pump & Containment 100 gal		\$35	\$65	\$105
<i>Debris Handling</i>	Crane Debris Dumpster (Boxhaul) 5 Yard Cap		\$65	\$225	\$500
	Crane Clam Type Dumpster (Camlever) 2 Yard Cap		\$65	\$225	\$500
	Crane Self Dumping Hopper (Boscaro) 2 Yard Cap		\$65	\$225	\$500
	Forklift Self Dumping Hopper (1 1/2 & 3 yard)		\$75	\$285	\$535
<i>Trash Chute</i>	Trash Chute Intake Hopper		\$25	\$75	\$225
	Trash Chute Straight Section w/Chains		\$8	\$16	\$32
	Snow Removal Tarps (20' x 20')		\$20	\$50	\$150
<i>Gang Boxes</i>	Small Gang Box with Castors		\$13	\$30	\$60
	Medium Gang Box with Castors		\$20	\$60	\$100
	Large Gang Box with Castors		\$30	\$75	\$125
<i>Lifting Beams</i>	Core Beams		\$36	\$108	\$325
	Picking Beam 30' 2 Ton Capacity		\$36	\$108	\$325
	Spreader Beam 20' 4 & 5 Ton Capacity		\$33	\$100	\$300
	Spreader Beam 30' 8 Ton Capacity		\$39	\$117	\$350
Pressure Washer	Pressure Washer Cold Water 3700 PSI		\$125	\$325	\$850
Pumps	1" Trash Pump w/intake & Garden Hose Discharge (Gas)		\$20	\$70	\$210
Pumps	2" Trash Pump w/Intake & 50' Discharge (Gas)		\$85	\$240	\$625
	3" Trash Pump w/Intake & 50' Discharge (Gas)		\$100	\$325	\$785

Revision 1.1.21.2

Group	Description		Day	Week	4 Weeks
	2" Submersible Pump w/50' Discharge		\$70	\$175	\$400
	3" Submersible Pump w/50' Discharge (230 Volt Single Phase)		\$160	\$345	\$955
Hose	2" x 50' PVC Discharge Hose (after 1st 50')		\$15	\$25	\$50
	3" x 50' PVC Discharge Hose (after 1st 50')		\$20	\$50	\$110
	2" x 20' PVC Pump Intake Hose (after 1st 20')		\$15	\$20	\$75
	3" x 50' PVC Pump Intake Hose (after 1st 20')		\$20	\$50	\$110
Radios	Hand-Held Radio with MIC & Charger		\$10	\$25	\$75
	Elevator/Lift COMM System w/cable (per unit)		\$10	\$25	\$75
Safety Equipment	Fire Extinguisher Stand 5# to 20#		\$4	\$8	\$18
Confined Space	Confined Space Entry Tripod w/50' Rescuer		\$110	\$255	\$695
	Confined Space Blower w/15' Duct		\$30	\$90	\$263
Scaffold	5' X 5' Scaffold (per section)		\$20	\$75	\$200
	Guardrail Assembly for 5' X 5" Scaffold		\$8	\$16	\$32
	Multi-Purpose Scaffold (per section)		\$20	\$75	\$200
	Guardrail Assembly for Multi-Purpose Scaffold		\$8	\$16	\$32
	Sidewalk Canopy Scaffold (per section)		\$20	\$75	\$200
Skid Loader	Skidsteer Loader w/Bucket*		\$430	\$1,200	\$2,800
	Track Skidsteer w/Bucket *		\$550	\$1,500	\$3,750
Loader Attachments	Skidsteer Hydraulic Auger (with one bit)		\$150	\$460	\$995
	Skidsteer Auger Bits (additional auger bits each)		\$50	\$125	\$300
	Skidsteer Broom		\$175	\$450	\$1,200
	Skidsteer Breaker		\$200	\$680	\$2,480
	Skidsteer Tooth Bar-Digging Bar		\$45	\$125	\$360
	Skidsteer Forks		\$60	\$250	\$520
	Skidsteer "Bush Hog" Mower (80" cut width)		\$200	\$595	\$1,450
Storage	Trailer-Covered Storage (Semi-Trailer)		\$50	\$125	\$300
	Storage Container 8' X 10'		\$10	\$35	\$125
	Storage Container 8' X 20' w/Lights & Shelving		\$15	\$45	\$185
	Storage Container 8' X 40'		\$18	\$55	\$210
	Secure Fenced Storage 100 SF Lots \$15 per 4 weeks	15¢/SF	N/A	N/A	\$15
Survey Equipment	Builders Level/Transit Nikon AP-8 Automatic Level		\$32	\$110	\$330
	Laser Level Spectra Precision HV-302		\$45	\$155	\$460
	Theodolite (Digital Level) Nikon NE20S-20SC		\$30	\$120	\$360
	Total Station Leica Builder Model R100M		\$100	\$460	\$1,380
	Laser Scanner Trimble TX8 3D		\$800	\$3,200	\$9,600
	Aerial Drone w/High Resolution Camera DJI Mavik 2 Pro		\$125	\$375	\$1,125
	Surveyors' Equipment	\$51/HR			
Vehicles	Superintendent Pickup Truck		\$75	\$300	\$1,200
	Jobsite Pickup Truck		\$40	\$175	\$600
	8' x 16' Flat Bed Trailer		\$55	\$155	\$440
	8' x 14' Dump Bed Trailer w/Side Extensions		\$55	\$155	\$440
	12' Flat Bed Truck with Driver	\$85/HR	\$ -	\$ -	\$ -
	12' Flat Bed Truck with Trailer & Driver	\$100/HR			
	Semi Tractor with Driver	\$100/HR			
	Semi Tractor/Trailer & Driver	\$150/HR			
	Equipment Service Tech	\$65/HR			
	Equip. Service Tech w/Service Truck	\$150/HR	\$ -	\$ -	\$ -
	Equip. Service Tech w/Service Truck Mileage Charge (One Way)	\$3/MI			
	Highway Tolls & Port Fee's (When Applicable)		Actual costs billed only		
	Expediter/Loader Charge	\$47.99			
	Building Service Tech w/Service Truck	\$150/HR			
	Utility vehicle		\$250	\$500	\$1,100
Water	Water Tank 300 Gallon		\$6	\$20	\$65
	Water Tank 1,000 Gallon		\$11	\$50	\$115
	Water Truck 2200 Gallon (CDL Tanker Endorsement)		\$625	\$1,325	\$3,850
Water Meter	Hydrant Water Meter w/Backflow Preventer		\$15	\$45	\$135

Revision 1.1.21.2

Group	Description		Day	Week	4 Weeks
	Hydrant Water Meter		\$10	\$30	\$95
	Back Flow Preventer		\$10	\$30	\$95
	Calibration Fee	\$ 225.00			
Welding/Cutting	Welder/Generator		\$100	\$300	\$720
	Cutting Torch W/O Cylinders		\$50	\$155	\$325
	Oxygen & Acetylene Cages		\$20	\$60	\$150
	110 Volt Wire Feed Welder		\$60	\$180	\$400
	110 Volt Plasma Cutter (Compressed air source required)		\$125	\$300	\$500

1. Unless indicated equipment fuel, damage, maintenance and tire damage are not covered in rental rates.
2. Rental Period: Rental rates are based on a standard work shift of 8 hours per day, 40 hours per week & 160 hours per month using a 28 day billing cycle.
3. * Equipment Overtime Charges: SCI Equipment follows recognized rental industry guidelines for recovering rent for overtime use on metered equipment used in excess of a standard work shift based on a 28 day billing cycle.
 Overtime hours up to 2 times the allotted hours for the rental period would be charged an additional 1/2 of the hourly rate for the overtime hours. For example: If a piece of equipment rents at \$100 per week and was used for 60 hours during one week the rent would be \$100 weekly rate plus 20 (60-40=20) overtimes hours at 1/2 of the weekly rate hourly rate (\$100/40=\$2.50/2=\$1.25*20) or \$25 for a total rent of \$125.
 Overtime hours in excess of 2 times the allotted hours for rental period would be charged an additional 1x of the hourly rate for overtime hours. For example: If a piece of equipment rents at \$100 per week and was used for 100 hours during one week the rent would be \$100 weekly rate plus 60 (100-40=60) overtime hours at 1x of the weekly hourly rate (\$100/40=\$2.50*60) or \$150.00 for a total rent of \$250.
4. Rental rates subject to increase annually, effective July 1st. The Owner hereby agrees that these stipulated rates are accepted as actual costs incurred and paid by the Construction Manager/General Contractor.
5. The information contained in this document, and any attachments thereto, is considered confidential commercial, financial and trade secret information. This information is protected from disclosure under Colorado law including, but not limited to, exemptions provided under the Colorado Open Records Act, C.R.S 24-72-201

EXHIBIT M

SAUNDERS CONSTRUCTION, LLC

GENERAL CONTRACT CONDITIONS

Following 50 pages

GENERAL CONTRACT CONDITIONS OF THE CONSTRUCTION AGREEMENT

ARTICLE 1 CONTRACT DOCUMENTS AND DEFINITIONS

All Work under the Construction Agreement shall be accomplished in accordance with the Contract Documents, which shall consist of the Request for Qualifications, Request for Proposals, Proposal(s), Notice of Award, Notice to Proceed, Performance Bond, Labor and Material Payment Bond, Construction Agreement, these General Contract Conditions, Supplementary Conditions, Drawings and Specifications, tests and engineering data, approved Change Orders, Contractor's Requests for Payment, Architect's Certificates, and all addenda issued by the Owner or Architect prior to execution of the Construction Agreement and all modifications issued by the Owner or Architect after execution of the Construction Agreement.

With respect to the Contract Documents, the following definitions and understandings shall control:

1.01 "Architect" shall mean the corporation, partnership, firm, entity or individual named and designated as "architect" in the Construction Agreement, and any persons or entities acting on the Architect's behalf and within the scope of the particular duties properly entrusted to them in each case. In the event that there is no Architect on the Project, then "Architect" shall refer to Owner and its duly authorized representative.

1.02 "Change Order" shall mean a written order to the Contractor signed by the Owner or its authorized agent issued after the execution of the Construction Agreement, authorizing a change in the Work and/or adjustment in the Guaranteed Maximum Price ("GMP") or the Contract amount, as applicable, or the contract time schedule. Each adjustment in the GMP or Contract amount resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Work and the Contractor's Fee.

1.03 "Construction Agreement" shall mean the Construction Management/General Contractor Agreement dated March 22, 2022 between the Owner and the Contractor.

1.04 "Contract" or "Contract Documents" shall include all of the items enumerated in Article 1 above.

1.05 "Contractor" or "CM/GC" shall mean the corporation, company, partnership, firm, entity, or individual named and designated as such in the Construction Agreement, and any persons or entities acting on its behalf.

1.06 The "date of final completion" and "finally completed" shall mean the date when construction is certified by the Architect to be finally completed in accordance with the Contract Documents, as modified by any Change Orders processed under the terms of Article 27 below and when the Owner has fully accepted the Project for the use for which it was intended. Such date will be set forth on a letter of acceptance issued by the Owner.

1.07 "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner and/or

Architect as a basis for the award of Contract and for construction of the Project; (b) supplementary drawings furnished by the Owner and/or Architect to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings submitted by the successful Contractor as may be required after the Contract is awarded; (d) drawings furnished by the Owner and/or Architect to the Contractor during the progress of the Work; and (e) engineering data and drawings submitted by the Contractor during the progress of the Work, provided such drawings are acceptable to the Architect.

1.08 “Day” or “days” shall mean calendar days. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included.

1.09 “Notice to Contractor” shall be deemed to have been duly served if communicated via email or by other electronic means to a member of the firm or to an officer of the corporation.

1.10 “Owner” or “District” shall mean the Douglas County School District RE-1, and shall include the Superintendent of Schools and his duly authorized representatives or designees.

1.11 “The Project” is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.12 “Subcontractor” shall mean any corporation, partnership, firm, entity, or individual having a direct contract with the Contractor or another subcontractor for performing Work and/or furnishing labor or material on the Project covered by the Contract.

1.13 “The Work” shall mean the construction and services required by the Contract Documents for completion of the Project, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations, whether on or off the Project site, and all labor, materials equipment and services provided or to be provided by subcontractors, sub-subcontractors, or any other entity for whom the Contractor is responsible.

1.14 “Specifications” shall mean the written technical information concerning materials, components, systems, equipment, and manner of installation as indicated on the drawings or plans and which state the quality, performance, and characteristics to be achieved by application of construction methods.

1.15 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 that the Owner can occupy and utilize the Work for its intended use, including acceptance of all final inspections from Authorities Having Jurisdiction. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Such list may include site work that is best completed at a later date. 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. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall

establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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.

1.16 “Notice of Award” shall mean the contractor has been awarded the project such that preconstruction work can commence.

1.17 “Notice to Proceed” shall mean the Owner has reviewed and approved the contract and final contract amount, and all subcontractor contracts can be executed and construction work can start. Notice to Proceed will also include finalization of the GMP Amendment, Exhibit D.

ARTICLE 2 REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published as of the date of execution of the Construction Agreement, unless specifically stated otherwise.

ARTICLE 3 EXECUTION, ACKNOWLEDGEMENT, INTENT, AND INTERPRETATION OF CONTRACT DOCUMENTS

3.01 Execution. The Construction Agreement and other Contract Documents shall be signed in multiple copies as directed by the Owner. Within ten (10) days of Notice of Award, the Contractor shall submit to the Owner a minimum of one (1) fully executed original sets of the Construction Agreement. The date of the Contract for purposes of these documents shall be the date of the Notice of Award letter. The Owner shall execute the Construction Agreement, assemble all copies, and distribute the Contract Documents. The Contractor shall not commence the Work until it receives the Notice to Proceed. All bonds and insurance certificates shall be submitted to the Owner prior to the award of the first subcontract, after the Notice to Proceed.

3.02 Acknowledgement. By executing the Construction Agreement, the Contractor acknowledges that it has visited the Project site, and familiarized itself with the local conditions under which the Work is to be performed.

3.03 Intent. The intention of the Contract Documents is to include all labor and materials, tools, equipment, construction equipment, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Materials or Work described in words that, as applied, have a well-known technical or trade meaning shall be held to refer to such recognized meaning. The organization of the specifications into divisions, sections, and articles, as the case may be, and the 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. It is intended that even though Work is not covered under any heading, division, section, article, branch, class, or

trade of the specifications, it shall nevertheless be supplied if it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. The specifications and drawings are intended to supplement but not necessarily duplicate each other. Where a conflict occurs between or within Specifications and Drawings, the more stringent or higher quality requirements shall apply. Addenda and Modifications to the Construction Documents take precedence over the original Construction Documents. Should there be a conflict within the Specifications, or the Drawings, or between the Specifications and the Drawings, the Architect shall decide which stipulation will provide the best installation and the Architect's decision shall be final. In any event, if any error or disagreement in the Drawings and Specifications exist, or appear to exist, the Contractor shall not avail itself of such manifestly unintentional error or omission, but must have same explained or adjusted by the Architect before proceeding with the work in question. In the event of the Contractor's failure to give written notice, Contractor shall, at its own expense, make good any damage to or defect in the work caused by such omission. Any Work exhibited in the one and not in the other shall be executed as if it had been set forth in both, so that the Work will be constructed according to the complete design as determined by the Architect.

3.04 Interpretation. Should anything necessary for a clear understanding of the Work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written interpretations or instructions from the Architect before proceeding with the Work affected thereby. The Contractor shall secure written interpretations or instructions by submitting a Request for Information to the Architect. Oral requests shall not be acknowledged by the Architect or Owner. Additional costs incurred by the Owner as a result of unnecessary requests made by the Contractor, as determined by the Owner, shall be the responsibility of the Contractor. It is understood and agreed that the Work shall be performed according to the true intent of the Contract Documents.

3.05 Conflict in Interpretation. In the case of discrepancy or in the event of a conflict between the different Contract Documents, the documents shall take precedence in the following order:

3.05.01 Change Orders;

3.05.02 Written Amendments to Construction Agreement (including, if applicable, the GMP);

3.05.03 Construction Agreement;

3.05.04 General Contract Conditions

3.05.05 Drawings and specifications; and

3.05.06 Bid Documents, including addenda.

Where two or more of the Contract Documents are complementary, the more detailed provision shall control over the more general provision.

3.06 Oral Statements. It is understood and agreed that the written terms and provisions of the Contract Documents shall supersede all oral statements of the Owner, Architect, Contractor and their representatives, and that oral statements shall not be effective or be construed as being a part of this Contract.

3.07 Time is of the Essence. All time limits stated in the Contract Documents are of the essence of the Contract.

ARTICLE 4 ITEMS COVERED BY CONTRACT PRICE

4.01 Items Supplied by Owner. Owner shall supply the following items for the Project:

4.01.01 Initial survey;

4.01.02 Materials testing including soil testing;

4.01.03 Third-party inspections;

4.01.04 Commissioning; and

4.01.05 Test and balance.

4.02 Items Supplied by Contractor. Unless specifically stated otherwise, the Contractor shall accept the compensation stated in the Construction Agreement as full payment for furnishing all the materials, transportation, apparatus, temporary structures, equipment, services, fuel, energy, light, water, labor and tools, permits, and all other items necessary for the complete and proper execution of the Work contemplated by or reasonably implied from the Contract Documents, within the time limits indicated therein. Such amount shall include any loss or damage resulting from the nature of the Work, from the elements or from any unforeseen difficulties that may be encountered; all risks of every description connected with the prosecution of the Work; all expenses incurred in consequence of any suspension or discontinuance of the Work; and all other amounts necessary for completing the Work pursuant to the Contract Documents within the time limits indicated therein.

ARTICLE 5 DRAWINGS AND SPECIFICATIONS

5.01 Copies Furnished. Unless otherwise provided in the Contract Documents, the Contractor shall be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the Work.

5.02 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Architect and the Owner, whether or not the Work for which they are made is performed, and are not to be used on other Work except by written agreement with the Architect and the Owner.

5.03 Figured Dimensions to Govern. Dimensions and datum elevations shown on the drawings shall be accurately followed. No Work shown on the drawings, the dimensions of which are

not indicated, shall be executed until necessary dimensions have been obtained from the Architect.

5.04 Drawings and Specifications Available on the Site. The Contractor shall maintain at the Project site for the Owner and the Architect one electronic copy of all drawings containing the engineer's/Architect's stamp, including addenda, approved shop drawings, Change Orders, and other modifications, with all changes or deviations from the original drawings neatly marked thereon in a contrasting color. The Contractor shall also keep on the Project site, or readily accessible via electronic means, all applicable standards, codes, and manufacturer's or other specifications referenced in the Contract Documents. The drawings, marked to record all changes made during construction, shall be delivered to the Architect for the Owner upon completion of the Work. The Contractor shall also maintain a Project record set of specifications at the Project site, noting therein by appropriate section the names, models, and other distinguishing characteristics of the materials actually incorporated into the Work. This Project record set of drawings and specifications shall be updated daily as the Project progresses and shall be made available to the Owner and Architect for inspection at all times. Upon final completion of the Work and before final payment, one (1) hard copy and one (1) electronic copy in the file format of the Owner's preference of this Project's record set of drawings and specifications shall be delivered to the Owner free of charge. One (1) electronic copy of this Project record set of drawings and specification shall be delivered to the Architect.

5.05 Contractor to Check Drawings and Schedules. 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, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the 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. The Contractor shall notify the Architect of any discrepancy between the drawings and the conditions on the ground, or any error or omission in drawings, or in the layout as given by stakes, points, or instructions that it may discover. Before ordering any material or doing any Work, the Contractor shall verify all measurements concerning the Project and shall be responsible for the correctness of same. No extra charge or compensation shall be allowed on account of any difference between actual dimensions and the measurements indicated on the drawings. Any difference that may be found shall be submitted to the Architect for consideration and written determination before proceeding with the Work. The Contractor shall not be allowed to take advantage of any error or omission in the drawings or Contract Documents. Full written instructions shall be furnished by the Architect should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

5.06 Detail Drawings and Instructions. The Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract

Documents. The Work shall be executed in conformity with the Architect's drawings and instructions, and the Contractor shall do no Work without proper drawings and instructions.

5.07 Laws and Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. 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 if the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the Architect in writing, and any necessary adjustments shall be made as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, or regulations without giving the required written notice to the Architect and receiving a written directive to proceed, it shall bear all costs arising therefrom and to correct and/or remedy same.

ARTICLE 6 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

6.01 Shop Drawings. "Shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, and other data that are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, and that illustrate some portion of the Work. Shop drawings shall be submitted in both hard copy and electronic format in a file format of the Owner's preference.

6.02 Samples. "Samples" are physical examples furnished by the Contractor to the Owner and/or Architect to illustrate materials, finishes, equipment, or Workmanship, and to establish standards by which the Work will be judged.

6.03 Product Data. "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. Product data shall be submitted in both hard copy and electronic format in a file format of the Owner's preference.

6.04 Contractor's Obligations. The Contractor shall review, approve, stamp and then submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Shop drawings, product data, samples, and similar submittals required by the Contract Documents shall properly identify specified items. At the time of submission, the Contractor shall inform the Architect in writing of any known deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of Article 19. The number of copies and format of submittal shall be as required by the Architect, but, at a minimum, shall include one (1) electronic copy in a file format of the Owner's preference of the original shop drawings and product data for the Owner.

6.04.01 The Contractor shall also require each subcontractor to prepare and transmit

sufficient copies of all shop drawings that are specially drawn for the Project, including detailed fabrication and erection drawings, setting drawings, diagrammatic drawings, material schedules, and samples to the Contractor to meet the Project construction schedule and the subcontractors' contract schedule, or shall present, in writing, valid reasons for any delay.

6.04.02 All shop drawings for all equipment in a given system shall be submitted at one time. Complete maintenance/warranty data are to be submitted to the Contractor and Architect for review and for submission to the Owner at the completion of the Work and prior to final settlement.

6.04.03 Each sheet of shop drawings shall identify the Project, subcontractor, and fabricator or manufacturer, and the date of the drawings. All shop drawings shall be numbered in sequence and each sheet shall indicate the total number of sheets in the set.

6.04.04 The shop drawings shall indicate types, gauges, and finish of all materials. Where a shop coat of paint is required, its brand name, manufacturer's identification number, and type shall be indicated. Sufficient data in each set of shop drawings shall be included to permit a detailed study of the system submitted and its conformance to the Contract Documents and design intent.

6.04.05 The Contractor shall review, approve, stamp, and then submit the copies, prints of shop drawings, and samples to the Architect for approval, with copies to the Owner. After review, the Architect shall have prints made for its own use and shall then return the copies to the Contractor with the Architect's appropriate comments. Those returned for correction shall be corrected and resubmitted. Upon receiving the approved sets from the Architect, the Contractor shall make requested sets of prints for distribution to appropriate subcontractors, fabricators, manufacturers, and suppliers who require them for coordination of their Work.

6.05 Verification. By approving and submitting shop drawings, product data, and samples, the Contractor thereby represents that it has verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data, as shown on the drawings and specifications furnished by the Architect, or will do so, and that it has checked and coordinated each shop drawing, product data, and sample with the requirements of the Work and of the Contract Documents.

6.06 Architect Review. The Architect shall review and approve shop drawings, product data, and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of any assembly in which the item functions. Upon the final completion of the Work, the Contractor shall furnish to the Architect electronic copies of all shop or setting drawings showing the as-built condition of the Work. The Architect, after review, shall submit an electronic copy to the Owner in a file format of the Owner's preference.

6.07 Corrections. The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings or new samples until approved

by the Architect. The Contractor shall direct specific attention in a separate writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.

6.08 Contractor's Responsibility. The Architect's approval of shop drawings, product data, or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval of the specific deviation. The Architect's approval shall also not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data, or samples.

6.09 Architect Approval Required. No portion of the Work requiring the submission of a shop drawing, product data, or sample shall be commenced until such submittal has been approved in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings, product data, and samples. All material finishes and samples shall be approved at one time. The Contractor shall submit all items requiring approval of finishes, color, material, etc., with sufficient lead time to allow simultaneous consideration and preparation of complete finish color schedule. No approvals of single items shall be considered.

6.10 Copies to Owner. When shop drawings, product data, samples or similar submittals have been approved and stamped by both Contractor and Architect, Contractor shall immediately forward a copy of each to the Owner in a file format of the Owner's preference.

ARTICLE 7 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor's work product, including without limitation, Contractor's notes, memoranda, photographs, spreadsheets, data, designs, plans, drawings, submittals, redlines and revisions made thereto, and any other documents produced throughout the Project (collectively "Work Product"), shall be delivered to the Owner within the time frame(s) contemplated by the Construction Agreement or at the latest upon the date of final completion or termination of the Contract, shall become the property of the Owner, and may be used by the Owner for any purpose. The Contractor shall defend all suits or claims for infringement of any alleged patent rights, copyright, or trade secrets arising out of Owner's ownership or use of Contractor's Work Product and shall indemnify and hold harmless the Owner from any and all liability or loss on account thereof and shall pay any judgments or fees resulting therefrom, including, but not limited to, royalties, license fees, and attorneys' fees. If the Contractor has information that the process or article specified involves the infringement of a patent, it shall be responsible for any and all liability or loss resulting therefrom unless it promptly furnishes such information to the Architect in writing.

ARTICLE 8 MATERIALS, LABOR, FACILITIES, AND STORAGE

8.01 Contractor's Responsibility. Unless otherwise agreed in writing, the Contractor shall provide and pay for all materials, labor, tools, equipment, machinery, transportation, and other facilities necessary for the proper execution and completion of the Work. The Contractor shall provide and pay

for all the temporary facilities required to supply all the power, light, water, and heat needed by it and its subcontractors for their Work and shall install and maintain all such facilities in such manner as to protect the public and workers and to conform with any applicable laws and regulations. If temporary heat and/or protection is required for the expeditious prosecution of the Work and before the permanent heating apparatus is available for use, the temporary heating apparatus shall be installed and operated in such a manner that the finish Work and/or construction will not be damaged thereby. Unless otherwise specified, the Contractor shall pay for all the power, light, and water used by it and its subcontractors, without regard to whether such items are metered by temporary or permanent meters. The cutoff date on permanent meters shall be either the agreed date of full occupancy by the Owner or the date of final acceptance of the Project, whichever shall be the earlier date. Upon completion of the Work, the Contractor shall remove all such temporary facilities from the Project site.

8.02 Materials. Unless otherwise specified, all materials shall be new and both Workmanship and materials shall be of the highest quality per the contract specifications. The Contractor shall furnish satisfactory evidence to the Owner as to the kind and quality of materials. Samples shall be furnished, when specified, and the Work shall be in accordance with those samples that have been approved.

8.03 Toilet Facilities. The Contractor shall provide and maintain, in a neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the Work, in strict compliance with the requirements of all applicable codes, regulations, laws, and ordinances. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of the Contractor or its subcontractors. Upon final completion of the Work, the Contractor shall remove all such temporary toilet facilities from the site and restore to original conditions.

8.04 Facilities and Storage. The Contractor shall provide suitable temporary facilities and quarters for workers, as needed, and shall maintain on premises water-tight storage sheds or tool houses for storage of building materials and tools that could be damaged by weather. The Contractor shall allow space for the erection of sheds and provide similar facilities for storage by subcontractors of their materials and tools. Storage of materials shall be confined to the site. These facilities or quarters shall further provide for protection against theft and damage of building materials and tools. Upon final completion of the Work, the Contractor shall remove all such temporary facilities from the site.

8.05 Office Space. If directed by the Owner, the Contractor shall provide adequate, weatherproofed, heated, ventilated, and well-lighted office space at the site of the Work, for use by the Architect and the Owner and their representatives.

8.06 Quality and Location of Facilities. All of the foregoing facilities shall be of a level of quality and placed in locations acceptable to the Architect and the Owner.

ARTICLE 9 PERFORMANCE AND PAYMENT BONDS

9.01 Required Bonds. The Contractor shall, within ten (10) days from the Notice to Proceed furnish bonds to the Owner in the full amount of the contract price, covering both the faithful

performance of the Contract and the payment of all obligations for labor and materials arising thereunder, on such designated forms as the Owner may prescribe and with such sureties as it may approve. Bonds shall remain in effect for the duration of the Contractor's obligations under this Contract. The amount of the bonds shall be increased, if necessary, to reflect approved changes in the Work that result in an increase in the total cost of the Work plus the Contractor's fees. Such bonds shall be duly executed by a qualified surety licensed to do business in the State of Colorado, conditioned upon the true and faithful performance of the Contract, and shall provide that if the Contractor or its subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or its subcontractors in the performance of the Work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, as adjusted by approved Change Orders, and together with interest as provided by law. The performance bond shall additionally guarantee that the Contractor shall remedy any omissions, correct any and all defects, and adjust and make operable all component parts of Work falling under the requirements of the Contract that may be called to the Contractor's attention within a period of twelve (12) months following the date of the letter of acceptance.

9.02 Additional Bond Requirements. The premium for all bonds shall be paid by the Contractor and included in the bid price in the bid proposal. The Owner will accept and approve bonds written by sureties legally authorized to write such bonds in the State of Colorado, provided such surety companies are rated in Best's Insurance Guide (latest edition), not lower than A- or have Best's Financial Rating of at least X. If, at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, new bonds shall be provided by an alternate surety licensed to do business in the State and meeting the requirements of this Article 9.

ARTICLE 10 **INSURANCE**

10.01 Coverages and Limits of Insurance. The Contractor and subcontractors, at their expense, shall procure and maintain in effect at all times throughout the duration of the Project, including the one-year warranty period, all insurance requirements and limits as set forth below. The Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of the Contract. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. Completed certificates of insurance shall be filed with the Owner within ten (10) days after the date of the Notice to Proceed. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence". If the coverage is written on a "claims made" basis, Contractor shall confirm that any retroactive date for the coverage precedes the effective date of the Construction Agreement and is in effect for a period of three (3) years from the date of final acceptance of the Work.

10.01.01 Workers' Compensation Insurance. The Contractor shall procure and maintain workers' compensation insurance at its own expense during the term of the Construction Agreement, including occupational disease provisions for all employees per statutory requirements.

Such policy shall contain a waiver of subrogation in favor of the Owner. The Contractor shall also require each subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for subcontractors' employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

10.01.02 Commercial General Liability Insurance. The Contractor, at its own expense, shall procure and maintain commercial general liability insurance to protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any subcontractor under it or anyone directly or indirectly employed by the Contractor or by a subcontractor.

10.01.02.01 All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

[Coverage limits shall be a function of project amount.]

<u>Contract Value</u>	<u>Per Occurrence</u>	<u>General Aggregate</u>
Less than \$1,000,000	\$1,000,000	\$2,000,000
\$1,000,000 to \$4,999,999	\$2,000,000	\$4,000,000
\$5,000,000 to \$9,999,999	\$3,000,000	\$6,000,000
\$10,000,000 to \$24,999,999	\$5,000,000 (minimum)	
\$25,000,000 and above	\$10,000,000 (minimum)	

[Coverage limits shall be a function of the project amount.]

10.01.02.02 The following coverages shall be included in the Commercial General Liability Insurance

(a) Per project general aggregate (CG 25 03 or similar)

(b) Owner, its subsidiary, parent, associated and/or affiliated entities, successors or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as Additional Insureds with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractors, including completed operations, and must include both ONGOING Operations and COMPLETED Operations per CG2010 10/01 and CG 203710/01 or equivalent as permitted by law.

(c) The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.

(d) Additional Insured – Owners, Lessees or Contractors Endorsement (ISO Form 2010 2004 edition or equivalent).

(e) Additional Insured – Owners, Lessees or Contractors Endorsement (ISO CG 2037 20014 edition or equivalent).

(f) A waiver of subrogation in favor of all Additional Insured parties.

(g) Personal/Advertising Injury Liability.

(h) Contractual Liability coverage to support Contractor's indemnification obligations.

(i) Explosion, collapse and underground (xcu).

(j) Independent contractors

(k) Products/Completed Operations

(l) Premises and Operations

(m) Designated Construction Projects General Aggregate Limit (ISO CG 2503-1997 edition or equivalent).

10.01.02.03 The following exclusionary endorsements are prohibited in the Commercial General Liability Insurance policy:

(a) Damage to Work performed by Subcontractor/Vendor (CG 22-94 or similar)

(b) Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 2426 or similar)

10.01.02.04 The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in the Contract for three (3) years after completion of the Project.

10.01.03 Comprehensive Automobile Liability Insurance. The Contractor shall maintain comprehensive automobile liability insurance, including coverage for liability arising out of any auto (including owned, hired, and non-owned autos), with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall

include a waiver of subrogation in favor of the Owner.

10.01.04 Umbrella Liability Insurance. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section 10.01.02 above. Coverage shall follow the terms of the underlying insurance, including the additional insured and waiver of subrogation provisions. The amounts of insurance required above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	\$2,000,000
Aggregate	\$2,000,000

10.01.05 Builder's Risk Insurance. The Contractor shall purchase and maintain, from a company or companies lawfully authorized to do business in Colorado, Builder's Risk insurance or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications, change orders, and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, or whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and subsubcontractors in the Project as named insureds. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00). Builder's Risk insurance shall be on a special cause of loss form and shall include, without limitation, insurance against the perils of fire (with extended coverage), transit, increased cost of construction, architect's fees and expenses and all below and above ground structures, piping, foundations including underground water and sewer mains including the ground on which the structure rests, excavation, backfilling, filling and grading, and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (including water damage), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Such Builder's Risk insurance shall include equipment breakdown coverage (aka boiler and machinery) which shall specifically cover insured equipment during installation and testing (including cold and hot testing) and such insurance must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site. Contractor shall maintain Builders Risk coverage including partial use by Owner during construction. Contractor will take reasonable steps to obtain consent of the Builders Risk carrier to delete any

provisions with regard to restrictions within any Occupancy Clause within the Builders Risk Policy. The Builders Risk policy will remain in force until acceptance of the project by the District. The Contractor shall waive all rights of subrogation as regards the Owner, its officials, officers, agents and employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried. The Owner shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

10.01.06 Professional Liability Insurance. Contractor shall maintain professional liability insurance covering wrongful acts, errors and/or omissions, including design errors, if applicable for damage sustained by reason of or in the course of operations under this Contract resulting from professional services provided by the Contractor as part of this Contract. The policy coverages shall be amended to provide that coverage shall apply for three (3) years after project is complete. The policy is to be on a primary basis if other professional coverage is carried. Minimum coverage shall be in the amount of \$1,000,000 per loss and \$2,000,000 aggregate.

10.01.07 Contractor's Pollution Liability. If work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services, Contractor shall obtain a pollution liability insurance policy covering the Contractor's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Construction Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this Contract is completed. The policy shall be endorsed to include the following as Additional Insureds: "Owner, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations". The policy shall have the following minimum limits:

Per Loss	\$1,000,000
Aggregate	\$2,000,000

10.02 Immunity. The parties understand and agree that the Owner does not waive or intend to waive any provision of the Contract, including the provisions of this Article; the monetary limitations of the Contract; or any of the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the Owner.

10.03 Additional Miscellaneous Insurance Provisions. Certificates of insurance and/or insurance policies required under the Contract shall be subject to the following stipulations and additional requirements:

10.03.01 Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Contractor;

10.03.02 If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and State Building Programs for approval if requested, and submit a certificate of insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Owner, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

10.03.03 All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Owner; and

10.03.04 Receipt, review or acceptance by the Owner of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Contract Conditions.

10.03.05 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Owner in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

ARTICLE 11 PROJECT SIGN

If directed by Owner, Contractor shall provide and install Project signs at the Project site. Except as approved by Owner no advertising or signage shall be permitted on the Project site.

ARTICLE 12 PERMITS AND COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

12.01 Permits. Contractor shall secure any local and state permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work that are customarily secured after execution of the Construction Agreement and legally required at the time bids are received or negotiations concluded. Owner will reimburse contractor for permit costs via change order. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in writing. The Contractor shall provide and pay all temporary utilities required for execution of the Work up to Substantial Completion. The Owner and Architect shall negotiate and provide for all electrical, gas, water, and sewer mains for the Contractor's connections. The Contractor shall arrange with the utility company for actual connection, make necessary connections, and pay for all associated inspection fees and permits as required by any government agency. In addition, the Contractor shall furnish all material and items required to complete all connections. The Contractor shall call for all inspections on a timely basis by any agency having jurisdiction over the Work.

12.02 Compliance with Statutes, Rules and Regulations. The Contractor shall comply with, and shall ensure that its employees, agents, and subcontractors comply with, all applicable federal and state statutes, rules, regulations, orders, and directives of the State Division of Fire Prevention and Control, and any other governmental body having jurisdiction over the Work. If any of the provisions of the Contract Documents are in conflict therewith, such portions shall be considered stricken and the applicable statute, ordinance, regulation, or ruling substituted therefor. All such cases of apparent conflict coming to the attention of any party shall immediately be called to the attention of the Owner. The Contractor shall strictly observe and comply with all federal and state laws pertaining to the employment and payment of labor.

ARTICLE 13 SURVEYS, BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS

13.01 Surveys. As provided by the Owner, the Contractor shall obtain from the Architect a copy of all surveys describing property lines, elevation benchmarks, physical characteristics, and utility locations.

13.02 Soil Test Report. The Owner may arrange for a separate consultant to conduct field and laboratory soil investigations on the Project site and to prepare a report of its findings. Such a report, if prepared, shall be available for review by the Contractor upon request. Such data is offered solely for reference and is not to be considered a part of the Contract Documents. The data contained in any such document prepared for the Owner by a separate consultant is believed to be reliable; however, the Owner and Architect do not guarantee its accuracy or completeness. All applicable subcontractors shall be fully familiar with the contents of such reports, if prepared, and shall consider and evaluate them in

the performance of their contracts and the Work.

13.03 Benchmarks. The Contractor shall properly stake out the Work and provide and rigidly set benchmarks and equipment necessary for the proper performance of the Work. The Contractor shall remain responsible for their maintenance and their accuracy. A permanent benchmark, approved as to location and type by the Architect, from which all grades are to be taken, shall be established near the site of the Work by the Contractor. From this benchmark the Contractor shall ascertain all grades and levels to Project buildings as needed. The Contract Documents shall include all necessary information to establish the benchmark.

13.04 Preservation of Monuments and Stakes. The Contractor shall carefully preserve all monuments, benchmarks, property markers, reference points, and stakes. In case of the destruction thereof, the Contractor shall be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments and/or benchmarks that must be removed or disturbed shall be protected until properly referenced for relocation. The Contractor shall furnish all materials, labor and assistance for the proper replacement of such monuments and benchmarks.

13.05 Measurements. Before ordering any material or performing any Work, the Contractor shall verify all measurements on the Project and shall be responsible for the accuracy of same. No extra charge or compensation shall be allowed because of any difference between actual dimensions and the measurements indicated in the drawings or specifications. Any discrepancies shall be submitted in writing to the Architect and Owner for consideration before proceeding with the Work.

ARTICLE 14 CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner and the Architect in writing of: (a) sub-surface or latent physical conditions at the Project site differing materially from those indicated in the Contract Documents, or (b) unknown physical conditions at the Project site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents. The Owner and the Architect shall promptly investigate the conditions, and if the Owner finds that such conditions do so materially differ and cause an increase or decrease in the cost of or the time required for performance of the Work, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless it has given notice as required.

ARTICLE 15 PROTECTION OF PERSONS, WORK AND PROPERTY

15.01 Building Exits and Barricades. During the course of construction, the Contractor shall keep all required building exits free and unobstructed. Such exits shall not be closed at any time for any reason while the building is occupied or at any time when the building is unoccupied, except after written approval is given by the Owner and proper warning and directional signs are posted. Barricades shall be erected so that traffic is separated and protected from the construction.

15.02 Precautions. The Contractor shall take all necessary precautions to ensure the safety of all employees and other persons on the Project or who may be affected by the Contractor's Work thereon. The Contractor shall also take all necessary precautions to protect the Work and all temporary facilities, as well as materials, tools, and equipment incorporated therein or to be incorporated therein from damage or destruction, whether in storage on or off the Project site and whether in the custody or control of the Contractor or any of its subcontractors. The Contractor shall also take all necessary precautions to protect all property at the Project site and adjacent thereto not designated for removal, relocation or replacement, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

15.03 OSHA Compliance. The Contractor shall comply with, and shall ensure that its employees, agents, and subcontractors comply with, all applicable provisions of the Occupational Safety and Health Administration ("OSHA"), 29 U.S.C. § 651, *et seq.*, and all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction to protect the safety of employees and/or other persons who may be affected by the Work at no extra cost to Owner. The Contractor shall erect and maintain all necessary safeguards to protect workers on the Project site and the owners and users of adjacent property, and shall post danger signs and other warnings against hazards created by the Work including but not limited to protruding nails, re-bar, hoists, well holes, elevator shafts, hatchways, scaffolding, window openings, stairways, excavations, and falling materials. The Contractor shall designate a responsible employee at the Project site as a safety officer to ensure the Contractor's compliance with this section. Said employee shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect. Contractor and its Subcontractors shall notify the Owner immediately of the incident or injury and shall investigate, compile and provide to Owner all relevant information within 24 (twenty-four) hours after occurrence on District-provided forms, if applicable. Contractor shall develop corrective actions for incident and injury prevention and timely report same to the District. Contractor agrees to perform Post Accident/Incident drug and alcohol testing. The expense of testing shall be borne by the Contractor at no additional cost to the Owner. The results of said testing will be provided to the Owner as part of the incident/injury report.

15.04 Contractor's Liability. The Contractor shall be liable for all injury, damage or loss to any person or property caused in whole or in part by the Contractor, any of its subcontractors, or any person employed by or under the direction of the Contractor or any of its subcontractors. To the extent possible and unless otherwise directed by the Owner or Architect, the Contractor shall promptly repair, pay for or otherwise remedy any such injury, damage or loss and shall indemnify and hold harmless the Owner against any and all liability, claims, damages, losses and expenses arising therefrom. The terms of this section shall not apply in the case of injury, damage or loss proximately caused by the acts or omissions of the Owner and/or Architect and not attributable to any fault or negligence of the Contractor.

15.05 Emergencies. In the event of an emergency that threatens the safety or life of any person or threatens to damage or destroy the Project and/or any Work, materials, equipment or property thereon or to be used thereon, the Contractor shall act at its discretion to prevent such injury,

death, damage or destruction. The Contractor shall immediately notify the Owner and Architect in writing of any such emergency and any action taken by the Contractor in response thereto. Any compensation due the Contractor for such emergency action shall be determined by agreement of the Contractor, Owner and Architect, and an appropriate Change Order shall be issued therefor.

15.06 Contractor's Prohibited Articles and Actions on Owner's Property. The Contractor and its subcontractors shall comply with the following District prohibitions and obligations:

15.06.01 Prohibited Articles. Firearms, explosives, fireworks, shall not be allowed on Owner's Property: Pursuant to the Gun-Free School Zones Act, (18 U.S.C. §§ 921(a) (25, 26), 922(q) (1), it is unlawful for anyone to knowingly possess firearms in school zones.

15.06.02 Harassment Policy. Owner prohibits verbal and/or sexual harassment of students, faculty, personnel and general public on its property. Owner reserves the right to ban offenders of this policy from all Owner premises.

15.06.03 Sex Offenders. Pursuant to C.R.S. § 16-22-110, Public's Right to Know of Registered Sex Offenders, Owner reserves the right to investigate the status of any Contractor and/or Subcontractor personnel with respect to Colorado Sex Offender Registry.

15.06.04 Criminal Background Checks. Contractor shall complete a criminal background check on all employees and Subcontractor and Subcontractor's employees who work under the Construction Agreement and who will have regular but not incidental contact with, or who will work in immediate proximity to, students on the premises of an Owner's school building. Contractor shall maintain records of such background checks during the term of the Construction Agreement. Those employees who have been convicted of, pled no contest to, or received a deferred sentence or deferred prosecution for any unlawful sexual behavior or crime of violence involving a child will not be allowed to work on any Owner school campus, with or in immediate proximity to Owner staff or students, or have access to Owner information. Contractor shall provide proof of background checks upon request by the Owner. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks.

15.06.05 Notice. Contractor is obligated to notify all workers, vendors and employees associated with their work on the Project of the above policies and prohibitions. Contractor must conduct a site specific orientation for such persons, as defined below. Any worker, vendor or employee that is engaged in an illegal act, refuses to submit to a search of property or person; or refuses, delays, is uncooperative with, or alters a urine and/or blood analysis shall be immediately removed from Owner property and the Project and shall be prohibited from re-entering Owner premises.

15.07 Record Keeping. Contractor agrees to produce, maintain, and store on the Project site, all safety-related reports and records. Such documentation shall be produced by Contractor to Owner upon request. All such records shall be made accessible to governmental authorities upon request.

ARTICLE 16 WORK ON EXISTING BUILDINGS

16.01 Protection of Occupants. In addition to all other requirements of the Contract Documents, if the Work involves an addition or alteration to an existing building, the Contractor shall erect and maintain during the progress of the Work suitable dustproof partitions to protect such building and the occupants thereof. If necessary, in the Owner's or Contractor's judgment or pursuant to manufacturer's directives or recommendations in order to protect occupants from noxious fumes, odors, or hazardous substances, the Contractor may be required to provide additional ventilation and/or work different or extended hours to avoid disruption to other activities within the existing building. Contractor shall protect and keep from harm all occupants of an existing building from construction activities, and shall include a safe pathway into and out of the school and related facilities and maintain all required exits.

16.02 Partitions and Scheduling. If any portions of an existing building are to be remodeled or repaired, such portions shall be adequately partitioned off with dustproof partitions and well ventilated. All remodeling Work shall be scheduled and submitted to the Owner and Architect for approval. The various contractors shall schedule their Work jointly, in order that each may accomplish its Work within such existing building in an orderly fashion during regular school vacation periods where possible, or in such a manner as to permit full use of the building and without impairment of any existing facilities.

16.03 Existing Systems. Existing building systems, such as fire alarm, temperature controls and air distribution, security systems, public announcement systems, irrigation systems, and the like, shall be demonstrated and noted by Owner to the Contractor as operational prior to Contractor's commencing the Work and Contractor may participate in observation of such systems. Such systems are the responsibility of the Contractor to maintain in pre-construction condition.

ARTICLE 17 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

17.01 Superintendent. During the progress of the Work, the Contractor shall ensure that a competent superintendent and any necessary assistants, all satisfactory to the Architect and the Owner, are on the Project site at all times while Work is in progress. The superintendent shall not be changed by the Contractor except with the written consent of the Architect and the Owner, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent the Contractor on the Project and all directions given to him/her shall be as binding as if given to the Contractor. The Architect and the Owner shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

17.02 Supervision. If directed by the Owner, the Contractor shall provide full-time, qualified, and efficient supervision of the Work, using competent skill and attention. The Contractor is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means, or methods. The Contractor shall direct, schedule, and coordinate the Work to ensure that all parts fit together properly and in accordance with the Contract Documents. The Contractor shall carefully study and compare all Contract Documents and other instructions and shall at once report in writing to the Architect and the Owner any error, inconsistency, or omission that

Contractor may discover.

17.03 Additional Supervision Duties. The Contractor shall see that the Work is carried out in accordance with the Contract Documents and in a thorough and first-class workmanlike manner in every respect. The Contractor shall provide engineering, surveying, and coordination to accurately establish all lines, levels, and marks necessary to facilitate the operations of all parties involved in the Contractor's Work. The Contractor shall lay out the Work in a manner satisfactory to the Architect, making permanent records of all lines and levels required for excavation, grading, and foundations, and for all other parts of the Work. The Contractor shall be responsible for the commencement and the proper completion of the various stages and sequences of construction. The Contractor shall strictly adhere to the approved construction schedule.

ARTICLE 18 EMPLOYEES

18.01 Qualifications. The Contractor and its subcontractors shall at all times enforce strict discipline and good order among their employees, and shall not employ any persons on the Project considered by the Architect or the Owner to be unfit or not skilled in the work assigned to them. The Contractor shall also keep its employees and those of its subcontractors from socializing on the Project site before and after working hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the Project site.

18.02 Drug- and Tobacco-Free Zone. The Owner's properties and buildings are drug-free zones and tobacco-free zones. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all its employees, free from the effects of alcohol, controlled substances, and illegal drugs. The use of tobacco products on school grounds is prohibited. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illegal drugs is prohibited on or adjacent to the Project site and all of the Owner's other property at all times. Illegal drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under state and/or federal law and include but are not limited to opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor shall strictly enforce this prohibition among its own employees and its subcontractors and their employees while they are on Owner's property. The Contractor and subcontractors shall require all of their employees to undergo drug and alcohol testing if an employee is involved in an accident on the Project site that may have been caused by human error that could be drug- or alcohol-related, or when a supervisor has reasonable suspicion or notice that an employee shows signs of possible intoxication, use, or being under the influence of drugs, alcohol, or controlled substances. Employees who violate these prohibitions shall be subject to disciplinary action by their employers up to and including termination, and may be denied access to the Project site. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract by the Owner and payment by Contractor of any damages or penalties to the Owner.

18.03 Equal Employment. During the performance of this Contract, the Contractor agrees not

to discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, sexual orientation, national origin, disability, age or other protected status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, sexual orientation, national origin, disability, age or other legally protected status. Such action shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, sex, sexual orientation, national origin, disability, age or other legally protected status.

18.04 Responsibility for Employees. The Contractor shall be responsible to the Owner for the acts and omissions of all its agents and employees. The Contractor shall also be responsible for the acts and omissions of all its subcontractors and their agents and employees, and all other persons acting on behalf of the Contractor or subcontractors as set forth herein.

18.05 Illegal Aliens. The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101 *et seq.* The Contractor shall not knowingly (a) employ or contract with an illegal alien to perform Work under the Contract Documents, (b) enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform Work under this Construction Agreement, or (c) enter into a contract with a subcontractor that fails to contain a certification to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under this Construction Agreement.

ARTICLE 19 SUBSTITUTIONS

The Contractor shall be held to have used in its base proposal and to furnish under the Contract those items of equipment and/or materials that are specifically identified in the plans and specifications by a manufacturer's name, model, or catalog number. After execution of the Construction Agreement, substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents may be submitted to the Architect for review and approval by the Architect and Owner so long as the equipment or material proposed for substitution in the opinion of the Owner is just as suitable as the equipment and/or materials named in the plans and specifications so far as performance, construction, efficiency, and utility are concerned. A request for substitution shall ordinarily be required to be based upon one or more of the following grounds: the specified equipment or material is no longer available, a substitution will improve lead time, quality will be improved (documented detail required), or the Owner will incur substantial savings. All requests for substitution must be submitted in writing with supporting documentation by or through the Contractor to the Architect for initial review and recommendation before being submitted to the Owner for evaluation and final approval. In the absence of the Owner's written approval, no substitution of equipment or

materials shall be allowed for any items specified in the Contract Documents. In case of a difference in price, occurring as a result of an approved substitution, the Owner shall receive all benefit of the difference in cost involved in the substitution. All approved substitutions shall be documented by the issuance of a formal Change Order as provided in these General Contract Conditions.

ARTICLE 20 CASH ALLOWANCE

The Contractor shall include in the Contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner may direct, the Contract sum being adjusted in conformity therewith. The Contractor declares that the Contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the Contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons against whom he has filed a lien or has a reasonable objection due to previous legal claims.

ARTICLE 21 EXPEDITING MATERIALS

The Contractor shall, immediately after receipt of the Notice of Award and approval of its list of subcontractors and material suppliers, place orders for all equipment, materials, and supplies required for the Work. The Contractor shall, when requested, submit to the Architect evidence that such orders have been placed. The Contractor shall exercise due diligence in seeing that all equipment, materials, and supplies are delivered well in advance of the time they are needed on the Project and shall properly store and protect same at its expense and in accordance with these General Contract Conditions, either at the Project site or elsewhere as approved by the Architect.

ARTICLE 22 BLASTING

No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on the Project site except with the express and specific prior written approval of the Architect and the Owner and any appropriate governmental authorities, in each instance. The Contractor shall notify the Architect of need for such approval seven (7) days prior to the proposed use of such explosives.

ARTICLE 23 CUTTING, PATCHING, AND EXCAVATING

23.01 Standards. The Contractor shall do all cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and receive or be received by Work of other contractors or subcontractors shown upon, or reasonably implied by, the drawings and specifications for the completed Project.

23.02 Responsibility. Any cost caused by defective or improperly timed Work shall be borne by the party responsible therefor.

23.03 Cutting and Sizing. The Contractor and each subcontractor shall leave all chases, holes, or openings straight, true, and of proper size in its own Work, or cut the same in existing Work as may

be necessary for the proper installation of its own or another contractor's or subcontractor's Work, consulting with the Architect regarding proper location and size of same. In case of a failure to leave or cut said chases, holes, or openings in the proper place, the Contractor or subcontractors shall cut them afterward at their own expense. No excessive cutting shall be permitted, nor shall any piers or other structural members be cut or modified in the field without the written consent of the Architect. After such Work has been installed, the Contractor and subcontractors shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Architect. Each section of this specification shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.

ARTICLE 24 HAZARDOUS MATERIALS

24.01 Responsibility and Reporting. Unless otherwise provided in the Contract Documents, the Contractor shall have no responsibility for the presence, handling, removal or disposal of hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), lead, or other hazardous materials. Prior to its commencement or continuation of any portion of the Work, the Contractor shall provide notice to the Owner of the presence, location, amount and condition of any known or suspected hazardous materials that are discovered at the Project site. Such notice shall be in writing and shall be submitted no more than twenty-four (24) hours after the presence of such materials becomes known or suspected.

24.02 Contractor's Obligations. In the event hazardous materials become known or suspected by the Contractor as described in Article 24.01 above, the Contractor shall not proceed with or continue the Work until it has received written authorization from the Owner. If the Contractor proceeds with the Work without said authorization, it assumes any and all responsibility and liability for contamination and cleanup at the Project site according to applicable federal and state laws, and for any death or personal injury, including but not limited to medical expenses that may be incurred by any individual as a result of exposure to hazardous materials on the Project site.

24.03 Owner's Obligations. In the event hazardous materials are identified or encountered during the course of the Project, the Owner at its expense shall take reasonable actions to properly and safely mitigate such materials.

24.04 Management Plan. The Contractor acknowledges that it and its employees, agents and subcontractors have the responsibility of being fully informed of the Owner's Management Plan as it relates to buildings located at the Project site and shall consult with the Owner about how such Plan addresses suspected or active asbestos-containing material areas within such buildings.

ARTICLE 25 CONTRACTOR ASBESTOS MANAGEMENT AND LEAD PAINT RESPONSIBILITIES

It is the expectation of the Owner that Contractor and all subcontractors adhere to all AHERA, EPA, and Colorado Department of Public Health and Environment regulations regarding asbestos treatment and management before and during any construction, renovation or maintenance project. To that end, Contractor and all subcontractors are expected to review the asbestos management plan before the

work begins. Any activity that could potentially disturb asbestos containing building materials must be brought to the Owner's attention prior to the start of work, and if the scope of work changes during the course of the Project. It is the Owner's expectation that Contractor and all subcontractors adhere to all federal and state regulations regarding the treatment and management of lead-based paint before, during, and after any construction, renovation, or maintenance project. To that end, Contractor and all subcontractors are expected to review the lead-based paint (LBP) records before work begins, and complete additional testing for LBP as necessary. Any activity that potentially disturbs LBP must be brought to the Owner's attention prior to the start of work. All records of supplemental inspection and testing and any change in the scope of work will be provided to the Owner.

ARTICLE 26 DAMAGE TO UTILITIES

26.01 Adequate Precautions. The Contractor shall take adequate precautions to protect existing utilities on and off the Project site and avoid damage thereto. The Contractor shall repair or replace or have repaired or replaced at its expense any damage to streets, water, sewer, light, power, cable, or telephone lines or fiber network that are damaged by reason of the Contractor's Work.

26.02 Location. The location and extent of underground utilities, fiber network, cables and conduit indicated on the drawings are not guaranteed. This information is shown only for such use as bidders and contractors may choose to make of it. The Contractor shall check with all public utility companies for utility locations and shall comply with their regulations regarding such utilities in performing the Work.

26.03 Protection from Damage. The Contractor shall adequately protect active underground utilities from damage, and if damaged shall immediately effect all necessary repairs. Removal or relocation of active underground utilities shall be done only as indicated on the drawings. If such utilities are in use, they shall be maintained in continuous service. If not indicated on the drawings or not known to exist, the Contractor shall report discovery of such utilities in writing to the Architect and shall not proceed further until directed to do so.

26.04 Inactive or Abandoned Utilities. Inactive or abandoned utilities, whether or not they are indicated on the drawings, shall be recorded as to location and depth and shall be removed for a distance of not less than three (3) feet from the outside line of all concrete Work unless otherwise required by regulations. Ends shall be capped or plugged as required by regulations. There shall be no adjustment of the GMP or Contract amount for Work due to inactive or abandoned utilities.

ARTICLE 27 CHANGES IN THE WORK

27.01 Change Orders. The Owner, without invalidating the Construction Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions. Under such circumstances, the GMP, if applicable and established, and the Contract Time Schedule shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order. With the exception of emergency work as provided in Article 27.02, changes in the Work shall not be performed until authorization and execution of a Change Order has been completed. No

Change Order or other form of order or directive by the Owner or Architect requiring additional compensable Work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Construction Agreement, shall be binding on the Owner or issued unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional Work have been made, and such assurance is signed/countersigned by the Superintendent or his/her authorized representatives or designee and, if required by Owner policy, Owner's Board of Education. Any claim of the Contractor for adjustment under this section must be asserted in writing within ten (10) days from the date of the Contractor's receipt of the Change Order.

27.02 Minor Changes. The Architect shall have authority to order minor changes in the Work not involving an adjustment in the GMP or Contract amount or an extension of the Contract Time Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by field order or by other written order. Such changes shall be binding on the Owner and the Contractor. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Article.

27.03 Price Differential. The cost or credit resulting from a change in the Work shall be determined in one or more of the following ways:

27.03.01 By estimate, with a detailed cost breakdown as set forth in GC-27.03.03 below, and acceptance in a lump sum, with a maximum combined markup to the Owner, for the Contractor and all affected subcontractors per Exhibit C - Contractor's Fee Proposal.

27.03.02 By unit prices named in the Contract or subsequently agreed upon.

27.03.03 If the parties are unable to agree on one of the above methods, then the amount shall be determined by force account under the following formula:

27.03.03.01 The actual cost of all direct labor performed (including foremen employed continuously on the Work, but not the salary, or any part thereof, of the Contractor's superintendent) and the actual materials furnished for and used in such Work, less all available cash, trade, or other discounts.

27.03.03.02 Rental for the use of such items of equipment as have an individual value in excess of One Thousand Dollars (\$1,000); provided, however, that the amount of such rental charge and the length of time and probable cost of the use of such equipment shall have been authorized in writing by the Owner.

27.03.03.03 All proportionate sums paid for royalties, permits, and inspection fees.

27.03.03.04 All proportionate premiums for public liability insurance,

workers' compensation, and other proper and necessary insurance, as well as all applicable payroll taxes.

27.03.03.05 Either a predetermined lump sum; fixed fee; or per Exhibit C - Contractor's Fee Proposal, which fee shall be applied to the total of Article 27.03.03.01, Article 27.03.03.02 and Article 27.03.03.03 only, and shall constitute full compensation to the Contractor and all its subcontractors for all costs and expenses, including all overhead and profit, which are not otherwise enumerated in this Article 27.03.03.

27.03.03.06 The Contractor shall keep and present, in such manner as the Owner may direct, an accurate accounting of all the fees and costs described in this Article 27.03.03, together with all supporting vouchers and other documentation, all subject to audit by the Owner.

ARTICLE 28 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise, after the date of the Construction Agreement, involve extra costs under this Contract that were not included in the original bid, or require an extension in the construction schedule, the Contractor shall give the Owner and the Architect written notice thereof no later than ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made. Any change in the Contract amount or construction schedule must be authorized by Change Order.

ARTICLE 29 DELAYS AND EXTENSIONS OF TIME

29.01 Delays and Extensions of Time. If the Contractor is delayed at any time in the progress of the Work by the negligence or other improper act of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by any other cause that the Owner determines may justify the delay, then the completion date shall be extended by Change Order for such reasonable time as the Owner may determine.

29.01.01 Extension of the Contract completion time will be considered for delays due to weather conditions only when such conditions have had a material, adverse impact upon the critical path of the construction schedule, are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by climatological data, U.S. Department of Commerce, for the area where the Project is located, and only if a request for such an extension of time is received within seven (7) days of the first date of each delay. Extensions of time due to weather or other allowable reasons will be granted on the basis of one (1) calendar days' credit for every working day lost with each separate extension figured to the nearest whole calendar day.

29.01.02 All Contractor requests for extension of time shall be subject to the Owner's approval and shall be made in writing to the Owner no more than seven (7) days after the occurrence causing the delay; otherwise they shall be deemed waived. Any request for extension of

time for a change in the Work or for any occurrence allegedly causing a delay as provided for herein must be substantiated by demonstrating the effect of the change or occurrence on the critical path of the construction schedule. The request for owner approval of the time extension will include the Contractor's actual costs for the delay at completion of the delay.

29.01.03 If no schedule or agreement is made stating the dates upon which written interpretations or detail drawings shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations or detail drawings until fifteen (15) days after demand is made for them, and then only if such claim is reasonable.

29.01.04 The Owner reserves the right to occupy any part of the structure upon written notice to the Contractor from the Architect or the Owner, but only after the Architect has made a thorough inspection, accompanied by the Contractor's superintendent, to note any defects in workmanship or materials that are the responsibility of the Contractor, and pending Authorities Having Jurisdiction (AHJ) occupancy approval. Such inspection shall not be deemed to modify any other Contract requirements or provisions relating to observations, inspections or acceptance of the Work. Any such partial occupancy shall not be deemed a waiver of any provision for liquidated damages for delay in substantial completion.

29.01.05 When the whole or a portion of the Work is suspended for any reason, the Contractor shall properly cover over, secure, and protect all Work as may be susceptible to damage in the absence of such action.

29.02 Article Not Exclusive. This Article 29.00 does not exclude the recovery of damages by the Owner or Contractor for delay under other provisions of the Contract Documents.

29.03 Acceleration of Work. In the event the Contractor fails to timely complete a critical portion of the Work, as evidenced by the latest update of the Contractor's construction schedule, the Owner shall have the right to require the Contractor, at no additional cost to the Owner, to take all necessary measures, including but not limited to, requiring Contractor and its subcontractors to work such overtime hours and/or increase their respective work forces as may be reasonably necessary to cure the delay and bring the Work back on the Contractor's construction schedule. If the Contractor fails to respond to the Owner's demand to modify its work force and bring those critical portions of the Work back on schedule, then the Owner may withhold progress payments until such time as the Contractor returns to schedule or terminate the Contract. Nothing contained herein shall be deemed to be an election of remedies by the Owner for a delay in the work caused by Contractor or its subcontractors.

ARTICLE 30 ACCESS TO WORK

30.01 Access. The Architect, the Owner, and their representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access so that the Architect may perform its functions under the Contract Documents.

30.02 Inspection. If the specifications, the Architect's instructions, laws, ordinances, or any

public authority require any Work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for such testing or approval by the Architect or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection. All required certificates of inspection shall be secured by the Contractor. If any Work is covered up without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

30.03 Reinspection. Reinspection of questioned Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of reinspection and replacement. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such cost.

30.04 Testing. Materials incorporated into the Project shall be subject to routine tests as required to ensure their compliance with the specifications. Such tests may include, but shall not necessarily be restricted to, the following: concrete (primary mix design, slump tests, cylinder compressions tests, and air entrainment tests); steel (tensile tests); welds (field inspection and x-ray examination); soils (sub-soil investigation, physical analysis, and compaction tests); asphalt pavement (physical analysis and compaction tests); and roofing samples cut from in-place built-up roof. Any other basic materials for which standard laboratory test procedures have been established may also be included if doubt as to their quality should arise. Any testing contemplated by this section shall be done at the discretion of the Owner, who shall bear all costs, unless otherwise provided in the Contract Documents. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or its representative in obtaining and preparing samples for tests. All tests shall be in accordance with standard test procedures and shall be performed by persons or firms selected by the Owner.

ARTICLE 31 CORRECTION OF WORK

31.01 Correction of Work Before and After Completion. The Architect or Owner has the authority to reject Work that is defective or otherwise does not conform to the Contract Documents. The Contractor, following written demand, shall promptly correct all Work rejected by the Architect or Owner as defective or as otherwise failing to conform to the Contract Documents, whether observed before or after the date of final completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect's and/or Owner's consultant's additional services necessitated thereby. If the Contractor proceeds to build in or cover the item that has been rejected, the Contractor shall be wholly responsible for the cost of removal and replacement of said item and removal and replacement of all necessary Work surrounding or covering the item.

31.02 Tests to Determine Conformance. Whenever in the opinion of the Architect or the Owner tests are essential to assure the professional evaluation of the Work that is subject to being rejected or condemned, the necessary number of tests shall be performed by consultants designated by the Owner. The recommendation of such consultants shall be final and all parties to the Contract shall

comply with the methods and extent of the corrections submitted in writing to the Owner and the Architect by such consultants. The cost of the tests shall become the Contractor's responsibility when corrections of any nature are recommended by the consultant to the investigated Work; otherwise, the Owner shall pay for all tests performed. Should such special testing, inspection, or approval be caused by the Contractor's failure to follow the requirements of the Contract Documents or required tests under GC-30.04 indicating conditions not in conformance with the Contract Documents, the costs of such additional testing, inspection, or approval shall be borne by the Contractor, regardless of the results.

31.03 Removal of Rejected Work. The Contractor shall promptly remove from the Project site all Work rejected by the Architect or Owner as failing to conform to the Contract Documents, whether or not the Work is physically incorporated. Thereafter, the Contractor shall promptly replace and re-execute such Work in accordance with the Contract Documents and without expense to the Owner. The Contractor shall further bear the expense of making good all Work of other contractors and/or subcontractors destroyed or damaged by such removal or replacement, and shall bear the expense of making good all of its Work and the Work of its subcontractors found to be defective by such removal or replacement. If the Contractor does not remove such rejected Work within a reasonable time, fixed by written notice from the Owner through the Architect, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal and storage within ten (10) days' time thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale. In such case, the Owner shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including compensation for additional Architect or consultant services. If the net proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. In addition, the Owner shall have any other remedies that may be available to it.

31.04 Correction of Work After Final Payment. Neither the final estimate or payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work or property resulting therefrom, which appear within a period of one (1) year from the date of substantial completion. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

31.05 Failure to Correct the Work. If the Contractor fails to correct defective or nonconforming Work, the Owner may correct it and otherwise proceed against the Contractor for the cost thereof in accordance with the provisions of these General Contract Conditions.

31.06 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct Work that has been damaged, is defective or has not been done in accordance with the Contract Documents, then an appropriate deduction from the price shall be made and reflected by a Change Order or, if the

amount is determined after final payment, it shall be paid by the Contractor.

31.07 Additional Obligations. The obligations of the Contractor to correct the Work shall be in addition to, and not in lieu of, any other obligations imposed upon it by law, special guarantees, warranties, or other rights of the Owner.

ARTICLE 32 OWNER'S RIGHT TO CARRY OUT WORK

If the Contractor should neglect to prosecute the Work properly or fail to perform any requirement of the Contract Documents, the Owner, after ten (10) working days' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due the Contractor. In the event such Work is performed by the Owner, the Owner's employees, or by persons other than the Contractor at the Owner's request, the Owner shall not be liable to the Contractor for inconvenience expense or subsequent cost of removal of such Work. The amount to be deducted as the cost of doing the Work shall include the cost of the Architect's additional services made necessary by such default. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 33 OWNER'S RIGHT TO TERMINATE CONTRACT

33.01 Termination for Cause. If the Contractor should be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors without approval of the Owner; or if a receiver should be appointed on account of its insolvency; or if it should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers, competent supervision and superintendence of the Work, proper materials, or competent management of the Project; or if it should fail to make prompt payment to subcontractors for materials or labor; or disregard any laws, statutes, ordinances, codes, rules, regulations, lawful orders of a public authority or the instructions of the Architect or Owner; or otherwise be guilty of a material violation of any provision of the Contract Documents; then the Owner, when in its sole opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and its surety, if any, ten (10) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finally completed and accepted by the Owner. If the unpaid balance of the Contract amount exceeds the expense of completing the Work, including the cost of additional architectural, engineering, managerial, consultant, and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner and the Owner shall be justified in withholding payment of any unpaid amounts. The expense incurred by the Owner, as herein provided, and the damages incurred through the Contractor's default, shall be reasonably determined by the Owner. The Contractor will not be reimbursed for any anticipated profit.

Termination Without Cause. Should conditions arise that in the Owner's opinion make it necessary or

advisable to discontinue Work under the Contract Documents, the Owner may terminate the Contract in whole or in part without cause or fault by the Contractor by giving ten (10) days' written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such termination, the Owner shall take possession of the Project site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination without cause under this section, the Contractor shall be equitably paid for all Work properly completed, based upon the approved schedules of values, and costs incurred by reason of the termination, including unavoidable costs attributable to termination of subcontracts.

33.03 Termination by the Contractor. The Contractor may terminate the Contract if the Work is stopped for a period of 90 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; or (3) because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

ARTICLE 34 CONSTRUCTION SCHEDULE AND PROGRESS REPORTS

34.01 Construction Schedule. The Contractor shall submit, within ten (10) work days after the date of the Notice of Award in a format acceptable to the Owner, an overall timetable of the construction schedule for the Project. This schedule shall start with the date of the notice of award, and the completion date shall be a date that will enable the Owner to accept the Work on the date specified in the Construction Agreement. The schedule shall portray fully a timetable representing the various elements in the schedule of values and shall provide for the expeditious and practicable execution of the Work. The time shown between the starting and completion dates of the various elements within the schedule shall represent one hundred percent (100%) completion of each element. The subcontractors shall be supplied copies of the Contractor's approved schedule. These subcontractors shall develop a similar schedule based on their respective Work. Additional detailed schedules of separate elements of the Work such as commissioning, test and balance, and owner training, may be requested at the Owner's discretion. No request for payment shall be accepted by the Owner until this schedule has been submitted as required herein. This schedule shall be revised from time to time during the course of the Work when the actual progress, in the opinion of the Architect or the Owner, varies materially from that previously approved. The contractor's schedule shall include activity dependencies and logic to clearly indicate the project's Critical Path activities.

34.02 Monthly Progress Reports. The Contractor shall submit monthly progress reports with each request for payment. Basically, these reports shall reflect the Contractor's "Work in place" progress and shall be certified by the Contractor as to the date and contents of such "Work in place" progress report. If requested by the Owner, the monthly progress reports shall also include representative photographs of the actual Work in place. Such reports shall depict progress and

percentage of completion, consistent with the values and amounts contained on the corresponding request for payment. Failure to submit an approved schedule or monthly progress report shall be deemed cause to reject requests for payment.

34.03 Scheduling. The Contractor shall schedule all Work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service of any type. Where electrical or mechanical Work performed under this Contract will necessitate interruptions of service to existing facilities, the Contractor shall furnish and install temporary service to such facilities or perform such Work at such times when said existing utilities are not in normal use. The Contractor shall bear the cost of all overtime or inconvenience resulting therefrom. Any remodeling work which may interrupt normal building functions, especially periodic standardized testing, shall be scheduled and coordinated with the Owner at least 1 (one) week prior.

ARTICLE 35 SCHEDULE OF VALUES

Before beginning work and prior to the first Application for Payment, the Contractor shall submit to the Owner a complete, itemized Schedule of the Values of the various parts of the work in format and level of detail as acceptable to the Owner, aggregating the total sum of the Contract, and for the total cost of each schedule of value, all subcontractors under such Contractor, supported by such evidence as to its correctness as the Owner may direct. The schedule of values will be submitted on forms supplied by the Owner or in a format with the appropriate level of detail as acceptable to Owner. This schedule will be used for the Application for Payment provided for in these General Contract Conditions. Along with such schedule of values, the Contractor shall submit a schedule of estimated monthly application amounts to be submitted over the course of the Project to assist the Owner in arranging payments.

ARTICLE 36 PAYMENT

36.01 Certificates for Payment. No request for payment shall be submitted to the Owner until and unless it has been certified by the Architect. No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner shall constitute any acceptance of any Work not completed in accordance with the Contract Documents.

36.02 Payments to Contractor. Partial payments shall be made as the Work progresses within thirty (30) calendar days after the close of the calendar month and receipt of an approved pay application by the 10th of the same month. Requests for payment, along with the appropriate supporting documentation (i.e. copies of all invoices, etc.) shall be submitted to the Architect on a regularly established monthly schedule approved by the Owner. Lien releases for prior payments made to subcontractors will be furnished upon request. The Owner reserves the right, if such right is available to Owner under the Contract Documents, to withhold payments at any time regardless of the Architect's recommendations or issuance of certificate for payment. The request for payment shall be based on the same items as are shown in the schedule of values itemizing the material used and Work performed for which payment is claimed. In preparing estimates, material delivered and properly stored on the site and preparatory Work done may be taken into consideration.

36.02.01 If payments are made on account of materials not yet incorporated in the Work, but delivered and suitably stored at the Project site or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures that will establish the Owner's interest, including applicable insurance and transportation to the Project site.

36.02.02 Payments shall be made in the full value of the Work performed and material stored, less five percent (5%) of such value which shall be retained until completion and acceptance of all Work unless otherwise agreed by Owner, and less the aggregate of any previous payments.

36.02.03 Under any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000) pursuant to which sums are withheld to assure satisfactory performance, the Contractor may withdraw the whole or any portion of such sums withheld if the Contractor deposits acceptable securities with the Owner in an amount at all times at least equal to the amount withdrawn. All such withdrawals shall be on the Owner's approved forms and shall require that the acceptable securities be endorsed in favor of the Owner, authorizing the Owner to negotiate the acceptable securities and to receive the payments due.

36.02.04 The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by a request for payment, whether incorporated in the Project or not, shall pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances; and that no Work, materials, or equipment covered by a request for payment shall have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. This provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

36.02.05 After the date of final completion of the Work, final settlement for the Project shall be advertised in accordance with Colorado law, including without limitation, C.R.S. § 38-26-107 and Article 51.

36.03 Payments Withheld. The Owner may withhold payment or the Architect may decline to issue a certificate for payment in whole or in part, or the Architect may withhold or nullify the whole or any part of any certificate previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either the Owner or the Architect to protect the Owner from loss on account of:

36.03.01 defective Work not remedied;

36.03.02 third party claims filed or reasonable evidence indicating probable filing

of claims;

36.03.03 failure of the Contractor to make payments properly to subcontractors or for material or labor;

36.03.04 a reasonable doubt that the Contract can be completed for the balance then unpaid;

36.03.05 damage to another separate contractor or to the property;

36.03.06 failure of the Contractor to perform any portion of the Work in a timely manner or in compliance with any approved schedules;

36.03.07 failure of the Contractor to provide a certificate evidencing that insurance required by the Contract Documents will remain in final force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; or

36.03.08 failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including without limitation monthly progress reports, schedule of values, receipts, releases and waivers of liens or request for approval of subcontractors.

36.04 Recordkeeping. As further described in Article 54, the Contractor shall keep complete and accurate records, accounts and books with regard to all materials, equipment and labor involved in the performance of the Work in accordance with generally accepted accounting principles. The Owner and Architect shall have access to the Contractor's accounting records at all reasonable times, and the Contractor agrees to make any changes to its system of keeping these records as the Owner may reasonably request in writing. All such records shall be preserved and the Owner shall have access to them for six (6) years after final payment to the Contractor.

36.05 Interest. Contractor waives any right to interest on payments due and unpaid from the date payment is due unless the withholding of payment by the Owner is in bad faith. Contractor further waives any right to interest for retainage withheld if the Contractor should fail to comply with the terms of the Contract Documents.

ARTICLE 37 SEPARATE CONTRACTS

37.01 Other Contracts. The Owner reserves the right to enter into other contracts in connection with the Work. The Contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its Work with theirs.

37.02 Duty to Inspect and Report. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other contractor, the Contractor shall inspect and promptly report in writing to the Owner through the Architect any defects in such Work that render it unsuitable

for such proper execution and results. The Contractor's failure to so inspect and report in writing shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects that may subsequently develop in the other contractor's Work.

37.03 Duty to Measure. To ensure the proper execution of its subsequent Work, the Contractor shall measure Work already in place and shall immediately report in writing to the Owner through the Architect any discrepancy between the executed Work and the Contract Documents.

ARTICLE 38 SUBCONTRACTORS

38.01 Subcontractors and Suppliers. Within in ten (10) days of the mutual execution of the Contract or, in the case of a CM/GC project delivery method, within ten (10) days of the Notice to Proceed, the Contractor shall include the names of its subcontractors and suppliers of labor and materials. The Contractor shall, before awarding any subcontracts, re-verify to the Owner and Architect in writing the names of subcontractors proposed for the Project. Any deviation from the original subcontractor and supplier list shall not be allowed unless justification is submitted in writing to the Owner by the Contractor that the subcontractor or supplier is deemed unfit or unable to perform the specified Work, is unwilling to enter into a subcontract, or is not in compliance with the Contract Documents. The Contractor shall not employ any subcontractors that the Owner or Architect may, within a reasonable time, object to as incompetent, unfit, or otherwise undesirable. Substitutions of subcontractors listed in the executed proposal form may not be made without written approval of the Owner. If, before or after the execution of the Contract, a change of any subcontractor on such list is required by the Architect or by the Owner prior to the award of the relevant contract, the contract price may be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

38.02 Obligations. The Owner shall, on request, furnish to a subcontractor, wherever practicable, evidence of the amounts certified on the subcontractor's account. The Contractor agrees that it is as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

38.03 Final Listing. The Contractor, at the conclusion of the Work and before final payment is made, shall furnish to the Owner a listing of the names, contact persons, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor and materials on the Project, with identification of the services rendered and materials provided.

38.04 No Contractual Relationship. Nothing contained in the Contract Documents shall create any direct contractual relationship between any subcontractor and the Owner.

ARTICLE 39 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

39.01 Written Agreement. Unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner, the Contractor agrees to bind each of its subcontractors by a

written agreement and require in such agreements that every subcontractor be bound by the terms of the Construction Agreement, these General Contract Conditions, any Supplementary Conditions, and the drawings and specifications as far as applicable to the subcontractor's Work.

39.02 Subcontractors' Agreement. Each subcontractor shall agree:

39.02.01 To be bound to the Contractor by the terms of the Construction Agreement, these General Contract Conditions, the Supplementary Conditions, the drawings and specifications, and any other Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.

39.02.02 To preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights.

39.02.03 To perform all Work in accordance with the requirements of the Contract Documents.

39.02.04 To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified in the General Contract Conditions.

39.02.05 To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the General Contract Conditions of the Contract and the Supplementary Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

39.02.06 To purchase and maintain for the duration of the Project and completion of the Work and any warranty periods such insurance as required by Contractor in Article 10.

39.03 Contractor's Agreement. The Contractor agrees:

39.03.01 To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Construction Agreement, these General Contract Conditions, any Supplementary Conditions, the drawings and specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

39.03.02 To pay the subcontractor not later than twenty-one (21) days immediately following the payment of each certificate issued under the schedule of values described in these General Contract Conditions, the amount allowed to the Contractor on account of the subcontractor's Work to the extent of the subcontractor's interest therein.

39.03.03 To pay the subcontractor, upon the payment certificates, if issued otherwise than as in Article 36.03.02 above, so that at all times the Contractor's total payments shall be

as large in proportion to the value of the Work done by it as the total amount certified to the Contractor is to the value of the Work done by the subcontractor.

39.03.04 To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.

39.03.05 To pay the subcontractor a just share of any insurance payment received by the Contractor, applicable to Work performed by such subcontractor.

39.04 Verified Documentation. The Owner may require the Contractor to submit verified documentation evidencing that full and timely payments have been made to its subcontractors and suppliers, and/or that legal justification exists for withholding payments. In addition, the Owner may contact the subcontractors and suppliers directly to obtain verification that payments have been made as required by law or the Contract Documents.

39.05 No Obligation. Nothing in this Article 39 shall create any obligation on the part of the Owner to pay or to see to the payment of any sums to any subcontractor, nor shall it form the basis for any action by the subcontractor against the Owner on any contractual theories.

39.06 Meeting with Architect. The Contractor shall arrange for the foreman of each subcontractor (mechanical, electrical, masonry, plastering, painting, etc.) on the job to meet with the Architect at the job prior to any Work being started by the subcontractor so that phases of the subcontractor's Work can be thoroughly discussed and the quality of materials and workmanship expected can be completely understood and agreed upon.

ARTICLE 40 PREFERENCE FOR COLORADO LABOR, MATERIALS, AND RESIDENT BIDDERS

40.01 Colorado Labor. In compliance with Colorado Revised Statutes §§ 8-17-101 and 8-17-102, Colorado labor shall be employed to perform at least eighty percent (80%) of the Work. Owner, in Owner's sole discretion after consultation with the State of Colorado, shall have the right to waive the eighty percent requirement if, in the Owner's sole discretion, there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with this Article 40.01 would create an undue burden that would substantially prevent a project from proceeding to completion. Owner shall not impose contractual damages on Contractor for a delay in the Work due to the Owner's decision to exercise this right. The term "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

40.02 Resident Bidders. In compliance with Colorado Revised Statutes § 24-103-908, preference shall be given to resident bidders against nonresident bidders from a state or foreign country

equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. The term "resident bidder" means a person, partnership, corporation, or joint venture that is (a) authorized to transact business in Colorado and maintains its principal place of business in Colorado; or (b) authorized to transact business in Colorado, maintains a place of business in Colorado, and has paid Colorado unemployment compensation taxes in at least six (6) of the eight (8) quarters immediately prior to bidding on a construction contract for the Project.

ARTICLE 41 HISTORICAL DATA

In addition to the warranties, guarantees, operating instructions, etc., elsewhere specified in the Contract Documents, at the conclusion of the Work and before final payment is made, the Contractor shall furnish a listing of the principal's names, addresses, and telephone numbers of all subcontractors and suppliers that furnished labor and/or materials on the Project, with identification of the services and materials rendered by each. There shall be provided one (1) copy for the Architect and one (1) copy and one (1) electronic copy for the Owner in a file format of the Owner's preference. All copies shall be delivered to the Architect for review and distribution.

ARTICLE 42 CONTRACTORS' MUTUAL RESPONSIBILITY

The entire Project may be covered by more than one contract and, in such case, there will of necessity be a certain overlapping of obligations and responsibilities. Each contractor shall, therefore, take due notice of the Work called for in contracts other than its own. If the Contractor causes damage to the Work of another contractor, the Contractor agrees, upon notice of said damage, to settle with such other contractor by agreement, if it will so settle. If such other contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner may notify the Contractor who shall, at the Owner's option, defend such proceedings at the Contractor's expense or reimburse the Owner for the expenses incurred in its defense, and if any judgment against the Owner results therefrom, the Contractor shall pay or satisfy the judgment and pay all costs and expenses thereby incurred by the Owner.

ARTICLE 43 ARCHITECT'S STATUS AND INSPECTIONS

43.01 Authority. The Architect shall be the Owner's representative during construction and until the expiration of the warranty period. The Architect shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing. The Architect, with written approval of the Owner, shall have authority to stop the Work whenever such stoppage may be reasonably necessary in its opinion to ensure the proper execution of the Contract.

43.02 Decisions. The Architect shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance, although the Owner shall retain the final authority in decisions regarding such matters. The Architect shall, within a reasonable time, make recommendations on all claims of the Contractor and on all other matters relating to the execution and progress of the Work. All such decisions shall be subject to review by the Owner. The Architect's decisions in matters relating to artistic effect, after consultation with the Owner, shall be final, if within the terms of the

Contract Documents.

43.03 Inspections. The Contractor shall provide timely notice to the Architect when inspections are desirable or required by the terms of the Contract Documents or the Architect's Agreement with the Owner. Such notice shall be given in order to allow for the following reviews and inspections, among others:

43.03.01 Review and approval of shop drawings, samples and other submissions for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

43.03.02 Inspection of load-bearing surfaces or excavations before footings are poured.

43.03.03 Inspection of reinforcing steel after installation and before concrete is poured.

43.03.04 Inspection of structural and architectural concrete before, during, and after pouring.

43.03.05 Evaluation of all laboratory reports.

43.03.06 Inspection of structural steel after erection and prior to its being covered or enclosed.

43.03.07 Inspection of mechanical work following its installation and prior to its being covered or enclosed.

43.03.08 Inspecting of electrical work following its installation and prior to its being covered or enclosed.

43.03.09 Inspection of exposed surfaces for compliance with the Contract Documents.

ARTICLE 44 **CLEANING UP**

44.01 Contractor's Responsibilities. The Contractor shall at all times keep the Project site free from accumulations of waste material and rubbish caused by its employees or Work, and shall remove all rubbish as often as it deems necessary or as directed by the Owner or the Architect. Upon completion of the Work, the Contractor shall remove all its rubbish, tools, scaffolding, and surplus materials from and about the Project site, and shall wash all glazing and window frames inside and outside where work was performed removing all stains, paint, etc., from same. Care shall be taken not to scratch the glazing during this clean up.

44.02 Standards. All floors and wall coverings shall be left thoroughly clean and finished; all walls and ledges shall be dusted; all plumbing fixtures shall be cleaned; all hardware shall be free of all

labels, paint, stains, dust, dirt, and the like; all marks, stains, fingerprints, oil, and dirt shall be removed from painted, decorated, or natural finish Work and the Project building(s) shall be ready for occupancy except for being further equipped by the Owner. In case of dispute, the Owner may perform such cleaning up as may be required and charge the cost to the Contractor.

ARTICLE 45 USE OF PREMISES

The Contractor shall confine its equipment, the storage of materials, and the operations of its workers to locations indicated by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the Project site with its materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of persons or property. During the performance of the Work, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Owner. Further, the Contractor and its subcontractors, their employees and agents, shall perform the Work at such times of the day and days of the week as may be designated by the Owner from time to time. The Contractor shall enforce all Owner instructions and other regulations regarding signs, advertisements, fires, and smoking and shall not allow the possession or consumption of alcohol or drugs on the Project site by its or any subcontractor's workers.

ARTICLE 46 OCCUPANCY

The Contractor, upon the Owner's written request, shall allow the Owner to occupy portions of the Work and to place and install, subject to reasonable restrictions, as much equipment and furnishings during the progress of the Work as is possible without interfering with the progress of the Work. Such occupancy and the placing or installing of equipment and furnishings shall not in any way evidence the final completion of the Work or signify the Owner's acceptance of the Work, or any part of it. Equipment includes such things as kitchen equipment, etc. Furnishings include such things as lockers, benches, desks, etc. Prior to occupancy, when practicable, the Architect shall make a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials that are the responsibility of the Contractor. The provisions of this section shall not be in limitation of the Owner's rights set forth in Article 28 and Article 29.

ARTICLE 47 TEMPORARY OR TRIAL USAGE

47.01 Not Evidence of Acceptance. Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any Work or material supplied under the Contract before final completion and written acceptance by the Architect shall not be construed as evidence of the Architect's or Owner's acceptance of same or the commencement of any warranty period.

47.02 Authorization. The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner and the Architect deem proper. The Contractor shall make no claim for damage or injury to or breaking of any parts of such Work that may be caused by weakness or inaccuracy of structural parts or by defective material or workmanship. If the Contractor so elects, it may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the

Architect's prior approval and under the Architect's observation.

ARTICLE 48 TESTING OF BUILDING SYSTEMS

48.01 Testing Plan. The Contractor shall submit a written plan prior to completion and acceptance, consistent with the Contract Documents and applicable codes, for the testing and training of owner's maintenance staff of all building systems. All testing shall be of the complete system, before covering, or of individually separable larger portions of the system and shall be performed in the presence of the appropriate consultant and representative of the Owner. A written report shall be filed in the Owner's office of Construction, recording each test, and signed by such consultant. All owner training shall be videotaped, a copy of which shall accompany the O&M manuals presented at the job completion

48.02 Contractor's Responsibility. When heating, air conditioning, ventilation, exhaust, or items of electrical or other equipment are installed, it shall be the responsibility of the Contractor installing such equipment to operate it for a sufficient period of time as required by the Architect for proper testing of the equipment and instructing the Owner's operating personnel. All items of equipment, testing meters, testing instruments, and incidentals required for proper testing and for instructing the Owner's operating personnel shall be provided by the Contractor responsible for providing and installing the equipment.

ARTICLE 49 MISCELLANEOUS KEYS, SWITCHES, ETC.

Except as otherwise specifically required by the technical specifications, at the completion of the Project all loose keys for hose bibs, adjustment keys and wrenches for door closers and panic hardware, keys for electric switches, electrical panels, and all other equipment shall be identified, accounted for and turned over to the Owner.

ARTICLE 50 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

It is understood and agreed that substantial completion of the entire Project within the time specified in the Construction Agreement is a matter of vital necessity to the Owner, that the Owner will suffer substantial damages if the entire Project is not substantially completed within the specified time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, the Contractor agrees to pay the Owner liquidated damages in the sum set forth in the Construction Agreement for each calendar day, if any, which elapses between the date stated in the Construction Agreement, as extended by any extensions of time under the provisions of these General Contract Conditions, and the date of substantial completion. If the Contractor fails to pay such liquidated damages promptly upon demand therefor, the surety on the Contractor's performance bond shall pay such damages. Also, the Owner may withhold all or any part of such liquidated damages from any payment due the Contractor. No changes in the Work shall extend the time for completion or the contract schedule unless set forth in a properly approved Change Order.

ARTICLE 51 ACCEPTANCE AND FINAL PAYMENT

51.01 Before Final Inspection. Before requesting final inspection and acceptance, the Contractor shall submit to the Architect: (a) the final punch list with individual items signed off by Contractor, (b) redlined record Contract Documents, (c) operations and maintenance manuals, and (d) training agenda and schedule. Owner shall be responsible for obtaining: (a) completed and approved documentation of commissioning functional performance testing with the exception of any required seasonal or approved deferred testing, (b) final test and balance report, and (c) commissioning agent's open items list signed off by the Contractor.

51.02 Final Inspection. Within a reasonable time after final completion of the Work and before final acceptance thereof, a final inspection shall be made by the Architect, accompanied by the Owner, including any representatives designated by Owner, to determine whether the Work has been completed in accordance with the Contract Documents. A written report of inspection and detailed punch list, certified as to contents and date of inspection, shall be completed by the Owner and the Architect and delivered or mailed to the Contractor.

51.03 Acceptance. All prior requests for payment shall be subject to correction in the final request for payment. When all Work, including the punch list, has been certified by the Architect as finally and satisfactorily completed, and approved by the Owner's Board of Education, Superintendent, or his/her authorized representative or designee, it shall be deemed accepted as of the date of the issuance of the Owner's letter of acceptance.

51.04 Final Settlement. Upon submission of the final request for payment, the time of final settlement for the Work shall be established and shall thereafter be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement. Final payment and settlement shall be made at the time of final settlement as advertised, or as soon thereafter as appropriate and practicable, in the judgment of the Owner. The Owner shall not authorize final payment until all items on the final punch list are complete, all operations and maintenance manuals accepted, all Owner training is complete, and all close out documents are filed with the Owner.

51.05 Unpaid Claims. Neither the final payment nor any part of any sums withheld shall become due until the Contractor delivers to the Owner verified documentation showing full payment for all labor, materials, supplies, and equipment expended upon or incorporated in the Work under the Contract. If any unpaid claim for such labor, materials, supplies, or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to provide for the payment of such claim, until the same is paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt for payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published notice of final settlement, unless an action has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety-(90)-day

period, the Owner shall release to the Contractor all funds that are not the subject of such action. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

51.06 Unsatisfied Claims. If any claim for such labor, materials, supplies, or equipment remains unsatisfied after all payments are made by the Owner to the Contractor, the Contractor shall refund to the Owner all sums which the latter may for any reason be compelled to pay to satisfy such claim, including all costs and attorneys' fees incurred by the Owner as a result of the Contractor's default in such respect.

51.07 No Waiver. The making and acceptance of final payment shall not constitute a waiver of any claims by the Owner, including, among others, those arising from unpaid claims, from faulty work that appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

ARTICLE 52 SALES AND USE TAX

The Contractor shall coordinate with the Owner to ascertain whether sales or use tax may be collectible on the purchase of building materials, supplies, and equipment used on the Project by the Contractor. Some cities and municipalities will charge sales or use tax on building materials, supplies, and equipment "picked up" and/or used within that city or municipality by a Contractor. Whenever possible, the Contractor shall have building materials, supplies, and equipment for the Project delivered to the construction site by common carrier, conveyance by the seller, or by mail, to avoid city or municipal sales and use taxes for which refunds will not be made. The Owner is exempt from the payment of any state sales and use taxes for materials, supplies, and equipment used on the Project by the Contractor and subcontractors. For the purpose of exercising such exemption, the Contractor and all its subcontractors shall apply for and obtain a certificate of exemption for the Work from the Colorado Department of Revenue. Copies of such certificates shall be filed with the Owner before any materials are purchased or any Work commenced hereunder. No amounts paid to Contractor pursuant to the Construction Agreement shall include reimbursement for such taxes. At the time of final completion, if required by the local jurisdiction, the Contractor and his subcontractors shall execute affidavits, in duplicate, showing the amount of local municipal sales or use taxes, if any, paid by the Contractor or subcontractors upon materials used on the project, which affidavits shall further state that all such materials have been "built in" to the project, and where books and records and other substantiating evidence of payment of said tax are located and where they may be examined by appropriate governmental authorities, if such examination is required. The Contractor and all subcontractors shall maintain sufficient records to verify the amount of sales and use taxes paid to any local governmental entity. Failure to keep such records, resulting in the inability of the Owner to claim a refund for sales and use taxes for such materials, if allowed, shall render the Contractor or subcontractor liable for the amounts of such tax refund as determined by the Architect's/Consultant's cost estimates of such materials.

ARTICLE 53 LIENS

It is hereby mutually understood by and between the parties hereto that no contractor, subcontractor, material supplier, vendor, laborer, mechanic, or other person, can or will contract for or in any other manner have or acquire any lien upon the Project building or Works covered by this Contract, or the land upon which the same is situated.

ARTICLE 54 INSPECTION OF CONTRACTOR’S RECORDS

54.01 Owner’s Inspection. The Contractor’s records and the records of any of the Contractor’s affiliates, subsidiaries or parent companies shall be subject to inspection and audit in connection with the Contract. “Records” shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other supporting evidence reasonably deemed necessary by the Owner to substantiate charges related to the Contract. All of the foregoing shall be open to inspection and subject to audit and/or reproduction by the Owner or its agent or authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the Work, the appropriateness of the adjusted guaranteed maximum, if applicable, the quality of the Work installed, and/or any invoices, Change Orders, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the Contract.

54.02 Public Inspection. To the extent not prohibited by federal law, the Contract is subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.*

ARTICLE 55 WARRANTIES ON PORTIONS OF THE WORK

The Contractor shall, in case of Work performed or materials or equipment provided for which warranties are required by the Contract Documents, secure the required warranties and deliver copies thereof to the Architect and the Owner at the time that the Work is finally completed. There shall be provided one electronic copy for the Architect and two copies (one electronic and one printed) for the Owner, bound into the operations and maintenance manuals. All such warranties shall commence on the date set forth in the Certificate of Substantial Completion and shall not in any way reduce the Contractor’s responsibilities under the Contract. Notwithstanding the foregoing, the warranty period shall not begin with respect to any item that is not completed on the date set forth in the letter of acceptance until such item is finally completed. Whenever guarantees or warranties are required by the specifications for a longer period than one year, such longer period shall govern. Owner shall make use of web-based program for reporting of warranty issues to the Contractor with periodic status reports given to the Architect and Owner.

ARTICLE 56 CONTRACTOR'S PROJECT GUARANTEE AFTER COMPLETION

56.01 Warrant and Guarantee. The Contractor expressly warrants and guarantees that the Project will be constructed in a first-class, workmanlike manner; that it will be safe, free from structural and workmanship defects and defects in materials; and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended. Contractor shall, as a condition of acceptance, provide a certification letter that no asbestos containing materials were used in the Project.

56.02 Unconditional Agreement to Remedy. Neither the Architect's approval of the final request for payment nor payment of any request for payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for its warranty and guarantee hereunder or for faulty materials or workmanship or the faulty workmanship of its subcontractors, and, unless otherwise agreed, the Contractor unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of one (1) year from the date set forth in the Certificate of Substantial Completion.

56.03 Inspections. The Owner, the Architect, and the Contractor together shall make at least one (1) complete inspection of the Work after the Work has been accepted by the Architect and the Owner. One such inspection shall be made approximately eleven (11) months after the acceptance of the Work. The Architect shall make a written report of these inspections, certified as to contents and date of inspection, and forward these reports electronically to the Owner and the Contractor within seven (7) days after completion of each inspection. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner deemed satisfactory to the Owner.

56.04 Owner's Remedies. If the Contractor fails to promptly correct all deficiencies and defects shown by the report, the Owner may do so, after giving the Contractor ten (10) days' written notice of its intent to do so. The Owner shall be entitled to collect from the Contractor all costs and expenses incurred in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects. The guarantee and warranties of the Contractor provided for herein are in addition to and not in lieu of any other remedies available to the Owner.

ARTICLE 57 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold the Owner and the Architect and their directors, agents and employees harmless from and against all liabilities, costs, and expense, including attorneys' fees, arising out of, involving, or in connection with any death, personal injury or property damage, including the Work itself and including the loss of use therefrom, but only to the extent caused by Contractor's negligent or willful acts or omissions or the negligent or willful acts or omissions of Contractor's subcontractors, agents, or employees. This specific indemnification by the Contractor is in addition to and not in lieu of other remedies which may be available to the Owner. This provision shall survive the termination of the Construction Agreement.

ARTICLE 58 LABOR DISPUTES

Notwithstanding any other provision contained elsewhere in the Contract Documents and superseding any contrary term expressed in the Contract Documents, the Contractor agrees that in the event of any picket or other form of labor dispute at the Project site, whether such dispute or picket is in connection with the Contractor, subcontractor, or any other person or entity on the Project site, the Contractor shall continue to perform the Work required under the Contract Documents without interruption or delay. In the event the Contractor fails to continue the performance of the Work without interruption or delay because of such picket or other form of labor dispute, the Owner may terminate the services of the Contractor after giving seventy-two (72) hours' written notice of its intent to do so. The terminated Contractor may then be replaced at the discretion of the Owner and all extra costs involved in doing so shall be payable by the terminated Contractor.

ARTICLE 59 LIMITATION OF ACTIONS

Any actions against the Contractor, its subcontractors, suppliers, or others providing materials or services for the Project, brought to recover damages for injury to person, damage to property (including loss or damage to property on the Project itself), or defects in materials caused by the design, manufacture, supplying, planning, supervision, inspection, construction, or observation of construction of the Project shall be brought within the time frames set forth under applicable law.

ARTICLE 60 DISPUTES

The Construction Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute concerning the Construction Agreement or the Project shall be exclusively in the federal court located in Colorado or the state court located in Douglas County, Colorado.

Exhibit A

Construction Coordination

Pursuant to Article 16 of the General Contract Conditions of the Construction Agreement, Contractor is required to follow the below requirements when performing work on Douglas County School District ("DCSD") facilities where existing systems will be impacted.

Fire Alarm and Security Work.

Contractor shall:

- Call DCSD 24 Hour Dispatch at (303) 387-9999 to "take the Fire System and/or Burglar Alarm System out of Service" for a given period of time. When calling DCSD 24 Hour Dispatch, specifically say:

"Hi, my name is (First and Last) with X contractor. I would like to take the fire alarm and/or burglar alarm system at (Insert School Name/facility here) out of service until X:XX (time). I will call you back to restore service or/and extend by Y:YY (time)."

Power Off.

Contractor shall:

- Notify DCSD Project Manager ("PM") no later than 48 hours before power is to be shut down. Should an emergency require an immediate shut down, notify the DCSD PM before the power outage occurs.
- Email networktechs@dcsdk12.org and pfkleinhans@dcsdk12.org no later than 48 hours before power is to be shut down. Should an emergency require an immediate shut down, please notify the same email addresses before the power outage occurs.
- When power is shut down, the following circuits need to be on an emergency generator:
 - Emergency Panel;
 - IT (if not on Emergency Panel);
 - Security (Burglar Alarm panel and Access Control panel) (if not on Emergency Panel);
 - Irrigation control; and
 - Fire Alarm Panel.

If Contractor is unable to provide an emergency generator, then Contractor shall provide a minimum of one (1) security guard onsite while power is shut down.

Water Off.

Contractor shall:

- Inform DCSD PM if there will not be water supply for irrigation needs for a period longer than 48 hours.

Roof Top Units Off.

Contractor shall:

- Provide temporary cooling to IT closet(s) impacted due to roof top units not being in service.

Building Safety.

Contractor shall:

- Ensure roof latches are closed before Contractor leaves for the day.
- Ensure that carabiner is in the lock hole to prevent exterior ingress.
- Walk the facility's perimeter and check that all entrances are locked and latched prior to leaving the site for the day.
- Notify DCSD 24 Hour Dispatch if aware of an unauthorized person on the facility's premises.

Water Intrusion.

Contractor shall:

- Contact DCSD 24 Hour Dispatch with the direction for Dispatch to contact the DCSD Environmental Manager as soon as possible if there is a leak of any sort leading to water inside the building (roof leak, broken pipe etc.).
- Contact the DCSD PM to report the water intrusion.

Kitchen Work.

Contractor shall:

- Through the DCSD PM, coordinate with DCSD's Nutritional Services Department, prior to construction beginning, with regard to any work anticipated to take place in a facility's kitchen area, to include any instances when a power shut down is contemplated.

EXHIBIT N
SAUNDERS CONSTRUCTION, LLC.
SCHEDULE OF VALUES

PENDING EXECUTION OF FINAL GMP AMENDMENT

EXHIBIT O

SAUNDERS CONSTRUCTION, LLC.

LIST OF KEY PERSONNEL

- **Brian Rankin**, Construction Manager
- **Shawn Cowan**, General Superintendent
- **Cindy Moguel**, Project Manager
- **Juan Marquez**, Superintendent
- **Juan Marquez**, Project Engineer
- **Mandy Strodtman**, Project Administrator