

**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 24th day of August, 2022, and is attached to and forms a part of the Construction Management/General Contractor Agreement ("Agreement") by and between Douglas County School District RE-1 ("Owner") and JHL Constructors ("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 **Sixteen Million Three Hundred Eighty Thousand Ninety-Five Dollars (\$16,380,095.00)**. 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 **July 30, 2023**, and the date of Final Completion shall be **September 1, 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]

**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



JHL Constructors Inc.

Job #: 2211 DCSD Legacy Campus
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Exhibit A: List of Drawings and Specifications

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A001.1	Overall Architectural Site Plan and Demo	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A002.1	Enlarged Architectural Site Plan and Demo	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A010.1	Overall Floor Plan - Basement	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A011.1	Basement - Area A	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A012.1	Basement - Area B	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A013.1	Basement Area C	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A014.1	Basement Area D	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A015.1	Basement Area E	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
A110.1	Overall Floor Plan - Level 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A111.1	Level 1 - Area A	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A112.1	Level 1 - Area B	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A113.1	Level 1 - Area C	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A114.1	Level 1 - Area D	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A115.1	Level 1 - Area E	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A120.1	Overall Floor Plan - Level 2	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A121.1	Level 2 - Area A	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A122.1	Level 2 - Area B	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A123.1	Level 2 - Area C	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A124.1	Level 2 - Area D	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A125.1	Level 2 - Area E	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
A190.1	Enlarged Plans and Elevations	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A200.1	Overall Roof Plans	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A301.1	Exterior Elevations	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A310.1	Building & Wall Sections	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A500.1	Enlarged Plan Details	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
A600.1	Door Schedule	0	05/20/2022	05/20/2022	DD Set (05/20/22)
A601.1	Door, Frames and Window Types / Details	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A602.1	Door Schedule - New Doors	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A603.1	Door, Frames and Window Types / Details	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A604.1	Window Details	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A605.1	Signage Schedule	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
A606.1	Signage Schedule	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
A630.1	Basement - Area B Finish Plan	1	08/05/2022	08/08/2022	Permit Set (08/05/22)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A631.1	Level 1 - Area A Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A632.1	Level 1 - Area B Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A633.1	Level 1 - Area C Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A634.1	Level 1 - Area D Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A635.1	Level 2 - Area A Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A636.1	Level 2 - Area B Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A637.1	Level 2 - Area C Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A638.1	Level 2 - Area D Finish Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A660.1	Interior Elevations	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A661.1	Interior Elevations	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A662.1	Interior Elevations	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A771.1	Interior Details	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
A790.1	Interior Elevations, Millwork	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A798.1	Color and Finish Schedule	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
A801.1	Reflected Ceiling Plan - Basement	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A802.1	Basement - Area C	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
A810.1	Overall Ceiling Plan - Level 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A811.1	Level 1 - Area A	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A812.1	Level 1 - Area B	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A813.1	Level 1 - Area C	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A814.1	Level 1 - Area D	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A820.1	Overall Plan - Level 2	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A821.1	Level 2 - Area A	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A822.1	Level 2 - Area B	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A823.1	Level 2 - Area C	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A824.1	Level 2 - Area D	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
A890.1	Ceiling Details	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
AD010.1	Basement Demolition Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
AD101.1	Level 1 Demolition Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
AD102.1	Level 2 Demolition Floor Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
AD801.1	Basement - Demo Reflected Ceiling Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
AD810.1	Level 1 - Demo Reflected Ceiling Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
AD820.1	Level 2 - Demo Reflected Ceiling Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE100	Building Elevations	0	05/20/2022	05/20/2022	DD Set (05/20/22)
BE101	Building Elevations	0	05/20/2022	05/20/2022	DD Set (05/20/22)
BE200	BUILDING ENVELOPE REPAIR CONDITIONS	0	05/20/2022	05/20/2022	DD Set (05/20/22)
BE201	BUILDING ENVELOPE REPAIR CONDITIONS	0	05/20/2022	05/20/2022	DD Set (05/20/22)
G000	Overall Roof Plan	0	05/20/2022	05/20/2022	DD Set (05/20/22)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
G001	Building Envelope General Notes	0	05/20/2022	05/20/2022	DD Set (05/20/22)
G002	Building Envelope General Notes	0	05/20/2022	05/20/2022	DD Set (05/20/22)
G003	Building Envelope General Notes	0	05/20/2022	05/20/2022	DD Set (05/20/22)
G004	Building Envelope General Notes	0	05/20/2022	05/20/2022	DD Set (05/20/22)
G005	Building Envelope General Notes	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R200	Roof Repair Conditions	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R201	Roof Repair Conditions	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R202	ROOF REPAIR CONDITIONS	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R203	ROOF REPAIR CONDITIONS	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R204	Roof Repair Conditions	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R205	Roof Repair Conditions	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R300	ROOF DETAILS	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R301	Roof Details	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R302	ROOF DETAILS	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R303	ROOF DETAILS	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R304	Roof Details	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R305	Roof Details	0	05/20/2022	05/20/2022	DD Set (05/20/22)
Building Envelope and Roof					
BE-C100.1	BUILDING ELEVATIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-C101.1	BUILDING ELEVATIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-C200.1	BUILDING ENVELOPE REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-C201.1	BUILDING ENVELOPE REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-G000.1	OVERALL ROOF PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-G001.1	GENERAL NOTES	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-G002.1	GENERAL NOTES	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-G003.1	GENERAL NOTES	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-G004.1	GENRERAL NOTES	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-G005.1	GENERAL NOTES	0	06/30/2022	06/30/2022	50% CD Set (06/30/22)
BE-R100.1	ROOF PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R101.1	ENLARGED ROOF PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R102.1	OVERALL ROOF PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R103.1	ENLARGED ROOF PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R200.1	ROOF REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R201.1	ROOF REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R202.1	ROOF REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R203.1	ROOF REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R204.1	ROOF REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R205.1	ROOF REPAIR CONDITIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)



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BE-R300.1	ROOF DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R301.1	ROOF DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R302.1	ROOF DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R303.1	ROOF DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R304.1	ROOF DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R305.1	ROOF DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
BE-R306.1	TYPICAL FLASHING DETAILS	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
Civil					
C0.1	LEGEND, NOTES ABBREVIATIONS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
C0.2	DEMOLITION PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
C1.0	GRADING AND DRAINAGE PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
C3.0	HORIZONTAL CONTROL PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CD1.0	DRAINAGE DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CD1.1	DRAINAGE DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CD3.0	PRIVATE SITE DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CD3.1	PRIVATE SITE DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CD3.2	PRIVATE SITE DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CE1.0	EROSION CONTROL PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CE1.1	SWMP & EROSION CONTROL DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
CE1.2	EROSION CONTROL DETAILS	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
Electrical					
E001.1	ELECTRICAL LEGEND - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E002.1	ELECTRICAL NOTES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E005.1	ELECTRICAL SITE PLAN	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E010.1	OVERALL POWER PLAN - BASEMENT - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E011.1	BASEMENT POWER - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E012.1	BASEMENT POWER - AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E013.1	BASEMENT POWER - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E014.1	BASEMENT POWER - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E110.1	OVERALL POWER PLAN - LEVEL 1 - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E111.1	LEVEL 1 POWER - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E112.1	LEVEL 1 POWER - AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E113.1	LEVEL 1 POWER - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E114.1	LEVEL 1 POWER - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E115.1	LEVEL 1 POWER - AREA E - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
E120.1	OVERALL POWER PLAN - LEVEL 2 - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E121.1	LEVEL 2 POWER - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E122.1	LEVEL 2 POWER - AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)



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Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E123.1	LEVEL 2 POWER - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E124.1	LEVEL 2 POWER - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E130.1	OVERALL ELECTRICAL PLAN - ROOF - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E201.1	ELECTRICAL ENLARGED PLANS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E202.1	ELECTRICAL ENLARGED PLANS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E301.1	ELECTRICAL DIAGRAMS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E302.1	ELECTRICAL DIAGRAMS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E401.1	ELECTRICAL DETAILS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E501.1	ELECTRICAL SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E502.1	ELECTRICAL SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E503.1	ELECTRICAL SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E504.1	ELECTRICAL SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E505.1	ELECTRICAL SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E506.1	ELECTRICAL SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E507.1	ELECTRICAL SCHEDULES - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
E508.1	ELECTRICAL SCHEDULES - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
E509.1	ELECTRICAL SCHEDULES - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
E510.1	ELECTRICAL SCHEDULES - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
E511.1	ELECTRICAL SCHEDULES - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
E800.1	OVERALL LIGHTING & FIRE ALARM PLAN - BASEMENT - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E801.1	BASEMENT LIGHTING & FIRE ALARM - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E802.1	BASEMENT LIGHTING & FIRE ALARM - AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E803.1	BASEMENT LIGHTING & FIRE ALARM - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E804.1	BASEMENT LIGHTING & FIRE ALARM - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E810.1	OVERALL LIGHTING & FIRE ALARM PLAN - LEVEL 1 - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E811.1	LEVEL 1 LIGHTING & FIRE ALARM - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E812.1	LEVEL 1 LIGHTING & FIRE ALARM - AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E813.1	LEVEL 1 LIGHTING & FIRE ALARM - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E814.1	LEVEL 1 LIGHTING & FIRE ALARM - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E820.1	OVERALL LIGHTING & FIRE ALARM PLAN - LEVEL 2 - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E821.1	LEVEL 2 LIGHTING & FIRE ALARM - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E822.1	LEVEL 2 LIGHTING & FIRE ALARM - AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E823.1	LEVEL 2 LIGHTING & FIRE ALARM - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
E824.1	LEVEL 2 LIGHTING & FIRE ALARM - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
ED010.1	BASEMENT DEMOLITION POWER PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
ED101.1	LEVEL 1 DEMOLITION POWER PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
ED102.1	LEVEL 2 DEMOLITION POWER PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
ED800.1	BASEMENT DEMOLITION LIGHTING & FIRE ALARM PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)



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Printed on Tue Aug 16, 2022 at 07:37 am MDT

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
ED801.1	LEVEL 1 DEMOLITION LIGHTING & FIRE ALARM PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
ED802.1	LEVEL 2 DEMOLITION LIGHTING & FIRE ALARM PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
Fire Protection					
FS101	Kitchen Equipment Layout	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
FS102	Kitchen Plumbing	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
General					
G000.1	Cover	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
G001.1	Sheet Index	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
G005.1	General Notes, Interior Partition Types & Ceiling Types	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
G006.1	Interior Partition Types & Ceiling Types	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
R000.1	Basement Code Plan	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
R001.1	Level 1 Code Plan	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R002.1	Level 2 Code Plan	0	05/20/2022	05/20/2022	DD Set (05/20/22)
Mechanical					
M001.1	MECHANICAL LEGEND & NOTES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M005.1	BASEMENT MECHANICAL TEMPERATURE	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M006.1	LEVEL 1 MECHANICAL TEMPERATURE CONTROL ZONES -	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M007.1	LEVEL 2 MECHANICAL TEMPERATURE CONTROL ZONES -	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M010.1	OVERALL MECHANICAL PLAN - BASEMENT - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M011.1	BASEMENT HVAC - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M012.1	BASEMENT HVAC - AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M013.1	BASEMENT HVAC - AREA C - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
M014.1	BASEMENT HVAC - AREA D - PHASE 1	0	05/20/2022	05/20/2022	DD Set (05/20/22)
M015.1	BASEMENT HVAC - AREA E - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
M017.1	BASEMENT HYDRONIC - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M110.1	OVERALL MECHANICAL PLAN - LEVEL 1 - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M111.1	LEVEL 1 HVAC - AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M112.1	LEVEL 1 HVAC - AREA B - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
M113.1	LEVEL 1 HVAC - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M114.1	LEVEL 1 HVAC - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M117.1	LEVEL 1 HYDRONIC - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M118.1	LEVEL 1 HYDRONIC - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M120.1	OVERALL MECHANICAL PLAN - LEVEL 2 - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M122.1	LEVEL 2 HVAC - AREA B - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
M123.1	LEVEL 2 HVAC - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M124.1	LEVEL 2 HVAC - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M127.1	LEVEL 2 HYDRONIC - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M128.1	LEVEL 2 HYDRONIC - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)



JHL Constructors Inc.

Printed on Tue Aug 16, 2022 at 07:37 am MDT

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M130.1	OVERALL MECHANICAL PLAN - ROOF - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M401.1	MECHANICAL DETAILS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
M501.1	MECHANICAL SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD010.1	BASEMENT DEMOLITION MECHANICAL PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD011.1	BASEMENT DEMOLITION MECHANICAL PLAN - AREA A - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD012.1	BASEMENT DEMOLITION MECHANICAL PLAN - AREA B - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD013.1	BASEMENT DEMOLITION MECHANICAL PLAN - AREA C - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD101.1	LEVEL 1 DEMOLITION MECHANICAL PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD102.1	LEVEL 2 DEMOLITION MECHANICAL PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD111.1	LEVEL 1 DEMOLITION MECHANICAL PLAN - AREA A - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD113.1	LEVEL 1 DEMOLITION MECHANICAL PLAN - AREA C - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD114.1	LEVEL 1 DEMOLITION MECHANICAL PLAN - AREA D - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD122.1	LEVEL 2 DEMOLITION MECHANICAL PLAN - AREA B - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD123.1	LEVEL 2 DEMOLITION MECHANICAL PLAN - AREA C - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
MD124.1	LEVEL 2 DEMOLITION MECHANICAL PLAN - AREA D - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
Other					
xxxMD015.1	BASEMENT DEMOLITION MECHANICAL PLAN - AREA E - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
Plumbing					
P001.1	PLUMBING LEGEND & NOTES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P010.1	OVERALL PLUMBING PLAN - BASEMENT - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P012.1	BASEMENT PLUMBING - AREA B - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
P013.1	BASEMENT PLUMBING - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P014.1	BASEMENT PLUMBING - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P015.1	BASEMENT PLUMBING - AREA E - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
P110.1	OVERALL PLUMBING PLAN - LEVEL 1 - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P113.1	LEVEL 1 PLUMBING - AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P114.1	LEVEL 1 PLUMBING - AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P120.1	OVERALL PLUMBING PLAN - LEVEL 2 - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
P130.1	OVERALL PLUMBING PLAN - ROOF - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P201.1	PLUMBING ENLARGED PLANS - PHASE 1	1	06/30/2022	06/30/2022	50% CD Set (06/30/22)
P401.1	PLUMBING DETAILS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
P501.1	PLUMBING SCHEDULES - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
PD010.1	BASEMENT DEMOLITION PLUMBING PLAN - PHASE 1	1	06/30/2022	06/30/2022	50% CD Set (06/30/22)
PD101.1	LEVEL 1 DEMOLITION PLUMBING PLAN - PHASE 1	1	06/30/2022	06/30/2022	50% CD Set (06/30/22)
PD102.1	LEVEL 2 DEMOLITION PLUMBING PLAN - PHASE 1	0	05/20/2022	05/20/2022	DD Set (05/20/22)
PD104.1	LEVEL 1 DEMOLITION PLUMBING PLAN - AREA D - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
Resource					
R010.1	Basement Code Plan	1	08/05/2022	08/08/2022	Permit Set (08/05/22)



JHL Constructors Inc.

Printed on Tue Aug 16, 2022 at 07:37 am MDT

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
R100	Roof Plan	0	05/20/2022	05/20/2022	DD Set (05/20/22)
R110.1	Level 1 Code Plan	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
R120.1	Level 2 Code Plan	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
Structural					
S001	COVER SHEET	0	05/20/2022	05/20/2022	DD Set (05/20/22)
S001.1	COVER SHEET	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
S101	BASEMENT FLOOR PLAN	0	05/20/2022	05/20/2022	DD Set (05/20/22)
S101.1	BASEMENT FLOOR PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
S102	FIRST FLOOR PLAN	0	05/20/2022	05/20/2022	DD Set (05/20/22)
S102.1	FIRST FLOOR PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
S103	SECOND FLOOR PLAN	0	05/20/2022	05/20/2022	DD Set (05/20/22)
S103.1	SECOND FLOOR PLAN	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
S501	DETAILS, SECTIONS & SCHEDULES	0	05/20/2022	05/20/2022	DD Set (05/20/22)
S501.1	DETAILS, SECTIONS & SCHEDULES	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
Telecommunications					
T001.1	TECHNOLOGY LEGEND & NOTES -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T005.1	TECHNOLOGY SITE PLAN	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T010.1	OVERALL TECHNOLOGY PLAN -BASEMENT- PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T011.1	BASEMENT TECHNOLOGY -AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T012.1	BASEMENT TECHNOLOGY -AREA B - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T013.1	BASEMENT TECHNOLOGY -AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T014.1	BASEMENT TECHNOLOGY -AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T015.1	BASEMENT TECHNOLOGY -AREA E - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T110.1	OVERALL TECHNOLOGY PLAN -LEVEL 1 -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T111.1	LEVEL 1 TECHNOLOGY - AREA A -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T112.1	LEVEL 1 TECHNOLOGY - AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T113.1	LEVEL 1 TECHNOLOGY - AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T114.1	LEVEL 1 TECHNOLOGY - AREA D -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T120.1	OVERALL TECHNOLOGY PLAN -LEVEL 2 -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T122.1	LEVEL 2 TECHNOLOGY - AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T123.1	LEVEL 2 TECHNOLOGY - AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T124.1	LEVEL 2 TECHNOLOGY - AREA D -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T201.1	TECHNOLOGY ENLARGED PLANS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T301.1	TECHNOLOGY RISERS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T302.1	TECHNOLOGY ELEVATIONS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T401.1	TECHNOLOGY SECURITY DETAILS - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T402.1	TECHNOLOGY AV DETAILS -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T403.1	TECHNOLOGY TELECOM DETAILS -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)



JHL Constructors Inc.

Printed on Tue Aug 16, 2022 at 07:37 am MDT

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
T404.1	TECHNOLOGY SECURITY DETAILS - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
T800.1	OVERALL TECHNOLOGY CEILING PLAN - BASEMENT -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T810.1	OVERALL TECHNOLOGY CEILING PLAN -LEVEL 1 -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
T820.1	OVERALL TECHNOLOGY CEILING PLAN -LEVEL 2 -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA011.1	BASEMENT PAGING SYSTEM -AREA A - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA012.1	BASEMENT PAGING SYSTEM -AREA B - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA013.1	BASEMENT PAGING SYSTEM -AREA C - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA014.1	BASEMENT PAGING SYSTEM -AREA D - PHASE 1	0	05/20/2022	05/20/2022	DD Set (05/20/22)
TA015.1	BASEMENT PAGING SYSTEM -AREA E - PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA111.1	LEVEL 1 PAGING SYSTEM -AREA A - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA112.1	LEVEL 1 PAGING SYSTEM -AREA B - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA113.1	LEVEL 1 PAGING SYSTEM -AREA C - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA114.1	LEVEL 1 PAGING SYSTEM -AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA122.1	LEVEL 2 PAGING SYSTEM -AREA B - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA123.1	LEVEL 2 PAGING SYSTEM -AREA C - PHASE 1	1	08/05/2022	08/08/2022	Permit Set (08/05/22)
TA124.1	LEVEL 2 PAGING SYSTEM -AREA D - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TD010.1	BASEMENT DEMOLITION TECHNOLOGY PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TD101.1	LEVEL 1 DEMOLITION TECHNOLOGY PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TD102.1	LEVEL 2 DEMOLITION TECHNOLOGY PLAN - PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS011.1	BASEMENT SURVEILLANCE - AREA A -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS012.1	BASEMENT SURVEILLANCE - AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS013.1	BASEMENT SURVEILLANCE - AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS014.1	BASEMENT SURVEILLANCE - AREA D -PHASE 1	1	06/30/2022	06/30/2022	50% CD Set (06/30/22)
TS015.1	BASEMENT SURVEILLANCE- AREA E -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS110.1	OVERALL SURVEILLANCE PLAN - LEVEL 1 -PHASE 1	1	06/30/2022	06/30/2022	50% CD Set (06/30/22)
TS111.1	LEVEL 1 SURVEILLANCE -AREA A -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS112.1	LEVEL 1 SURVEILLANCE -AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS113.1	LEVEL 1 SURVEILLANCE -AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS114.1	LEVEL 1 SURVEILLANCE -AREA D -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS115.1	LEVEL 1 SURVEILLANCE -AREA E -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS122.1	LEVEL 2 SURVEILLANCE -AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS123.1	LEVEL 2 SURVEILLANCE -AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS124.1	LEVEL 2 SURVEILLANCE -AREA D -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS201.1	BASEMENT SECURITY - AREA A -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS202.1	BASEMENT SECURITY - AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS203.1	BASEMENT SECURITY - AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS204.1	BASEMENT SECURITY - AREA D -PHASE 1	1	06/30/2022	06/30/2022	50% CD Set (06/30/22)
TS205.1	BASEMENT SECURITY - AREA E -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)



JHL Constructors Inc.

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Job #: 2211 DCSD Legacy Campus
10035 S Peoria Street
Parker, Colorado 80134
3037416116

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
TS211.1	LEVEL 1 SECURITY - AREA A -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS212.1	LEVEL 1 SECURITY - AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS213.1	LEVEL 1 SECURITY - AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS214.1	LEVEL 1 SECURITY - AREA D -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS215.1	LEVEL 1 SECURITY - AREA E -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS222.1	LEVEL 2 SECURITY - AREA B -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS223.1	LEVEL 2 SECURITY - AREA C -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS224.1	LEVEL 2 SECURITY - AREA D -PHASE 1	2	08/05/2022	08/08/2022	Permit Set (08/05/22)
TS301.1	OVERALL EXTERIOR CAMERA PLAN -PHASE 1	0	08/05/2022	08/08/2022	Permit Set (08/05/22)



JHL Constructors Inc.

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00-3100	Available Project Information	0	08/05/22	08/08/22	Permit Set
00 4325	Substitution Request Form (During Procurement)	0	08/05/22	08/08/22	Permit Set
00 6325	Substitution Request Form (During Construction)	0	08/05/22	08/08/22	Permit Set
00 7200	General Contract Conditions of the Construction Agreement	0	08/05/22	08/08/22	Permit Set
000110	Table of Contents	1	08/05/22	08/08/22	Permit Set
01 - General Requirements					
01 1000	Summary	0	08/05/22	08/08/22	Permit Set
01 2000	Price and Payment Procedures	0	08/05/22	08/08/22	Permit Set
01 2500	Substitution Procedures	0	08/05/22	08/08/22	Permit Set
01 3100	Administrative Requirements	0	08/05/22	08/08/22	Permit Set
01 4000	Quality Requirements	0	08/05/22	08/08/22	Permit Set
01 4100	Regulatory Requirements	0	08/05/22	08/08/22	Permit Set
01 4216	Definitions and Explanations	0	08/05/22	08/08/22	Permit Set
01 5000	Temporary Facilities and Controls	0	08/05/22	08/08/22	Permit Set
01 6000	Product Requirements	0	08/05/22	08/08/22	Permit Set
01 7000	Execution and Closeout Requirements	0	08/05/22	08/08/22	Permit Set
01 7419	Construction Waste Management and Disposal	0	08/05/22	08/08/22	Permit Set
01 7800	Closeout Submittals	0	08/05/22	08/08/22	Permit Set
01 7900	Demonstration and Training	0	08/05/22	08/08/22	Permit Set
02 - Existing Conditions					
02 4119.01	Selective Interior Demolition	0	08/05/22	08/08/22	Permit Set
02 4199	Selective Structural Demolition	0	08/05/22	08/08/22	Permit Set
02 4700	Steel Helix Piers	0	08/05/22	08/08/22	Permit Set
03 - Concrete					
03 0100	Maintenance of Concrete Surfaces	0	08/05/22	08/08/22	Permit Set
03 0130	Maintenance of Cast-In-Place Concrete	0	08/05/22	08/08/22	Permit Set
03 2000	Concrete Reinforcing	0	08/05/22	08/08/22	Permit Set
03 3000	Cast-in-Place Concrete	0	08/05/22	08/08/22	Permit Set
03 3511	Concrete Floor Finishes	0	08/05/22	08/08/22	Permit Set
05 - Metals					
05 5000	Metal Fabrications	0	08/05/22	08/08/22	Permit Set
06 - Wood, Plastics, and Composites					



JHL Constructors Inc.

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Number	Description	Revision	Issued Date	Received Date	Set
06 1053	Miscellaneous Rough Carpentry	0	08/05/22	08/08/22	Permit Set
06 2000	Finish Carpentry	0	08/05/22	08/08/22	Permit Set
06 4100	Architectural Wood Casework	0	08/05/22	08/08/22	Permit Set
06 4200	Wood Paneling	0	08/05/22	08/08/22	Permit Set
06 8316	Fiber Glass Reinforced Plastic (FRP) Panels	0	08/05/22	08/08/22	Permit Set
07 - Thermal and Moisture Protection					
07 0150.19	Preparation for Roofing Repair	0	08/05/22	08/08/22	Permit Set
07 2100	Thermal Insulation	0	08/05/22	08/08/22	Permit Set
07 6200	Sheet Metal Flashing and Trim	0	08/05/22	08/08/22	Permit Set
07 9200	Joint Sealants	0	08/05/22	08/08/22	Permit Set
07 9513	Expansion Joint Cover Assemblies	0	08/05/22	08/08/22	Permit Set
08 - Openings					
08 1113	Hollow Metal Doors and Frames	0	08/05/22	08/08/22	Permit Set
08 1416	Flush Wood Doors	0	08/05/22	08/08/22	Permit Set
08 1433	Stile and Rail Wood Doors	0	08/05/22	08/08/22	Permit Set
08 3100	Access Doors and Panels	0	08/05/22	08/08/22	Permit Set
08 4313	Aluminum-Framed Storefronts	0	08/05/22	08/08/22	Permit Set
08 4413	Glazed Aluminum Curtain Walls	0	08/05/22	08/08/22	Permit Set
08 5113	Aluminum Windows	0	08/05/22	08/08/22	Permit Set
08 5653	Security Windows	0	08/05/22	08/08/22	Permit Set
08 5670.01	Sound Control Windows and Partitions	0	08/05/22	08/08/22	Permit Set
08 7100	Door Hardware	0	08/05/22	08/08/22	Permit Set
08 8000	Glazing	0	08/05/22	08/08/22	Permit Set
09 - Finishes					
09 0561	Flooring Preparation	0	08/05/22	08/08/22	Permit Set
09 2116	Gypsum Board Assemblies	0	08/05/22	08/08/22	Permit Set
09 3000	Tiling	0	08/05/22	08/08/22	Permit Set
09 5100	Acoustical Ceilings	0	08/05/22	08/08/22	Permit Set
09 6500	Resilient Flooring and Base	0	08/05/22	08/08/22	Permit Set
09 6700	Fluid Applied Flooring	0	08/05/22	08/08/22	Permit Set
09 6813	Tile Carpeting	0	08/05/22	08/08/22	Permit Set
09 8430	Sound Absorbing Wall and Ceiling Units	0	08/05/22	08/08/22	Permit Set
09 9123	Interior Painting	0	08/05/22	08/08/22	Permit Set
10 - Specialties					
10 1100	Visual Display Units	0	08/05/22	08/08/22	Permit Set
10 1400	Signage	0	08/05/22	08/08/22	Permit Set
10 2123	Cubicle Curtains	0	08/05/22	08/08/22	Permit Set



JHL Constructors Inc.

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Number	Description	Revision	Issued Date	Received Date	Set
10 2619	Wall Protection	0	08/05/22	08/08/22	Permit Set
10 2813	Toilet Accessories	0	08/05/22	08/08/22	Permit Set
10 4400	Fire Protection Specialties	0	08/05/22	08/08/22	Permit Set
10 5723	Wire Shelving	0	08/05/22	08/08/22	Permit Set
11 - Equipment					
11 4000	Foodservice Equipment	0	08/05/22	08/08/22	Permit Set
12 - Furnishings					
12 2400	Window Shades	0	08/05/22	08/08/22	Permit Set
12 3600	Countertops	0	08/05/22	08/08/22	Permit Set
21 - Fire Suppression					
21 0500	Common Work Results for Fire Suppression	0	08/05/22	08/08/22	Permit Set
21 0523	General-Duty Valves for Water-Based Fire-Suppression Piping	0	08/05/22	08/08/22	Permit Set
21 0553	Identification for Fire-Suppression Piping and Equipment	0	08/05/22	08/08/22	Permit Set
21 1300	Fire-Suppression Sprinkler Systems	0	08/05/22	08/08/22	Permit Set
22 - Plumbing					
22 0500	Common Work Results for Plumbing	0	08/05/22	08/08/22	Permit Set
22 0510	Existing Building and Demolition Requirements for Plumbing Systems	0	08/05/22	08/08/22	Permit Set
22 0513	Common Motor Requirements for Plumbing Equipment	0	08/05/22	08/08/22	Permit Set
22 0517	Sleeves and Sleeve Seals for Plumbing Piping	0	08/05/22	08/08/22	Permit Set
22 0519	Meters and Gauges for Plumbing Piping	0	08/05/22	08/08/22	Permit Set
22 0523	General Duty Valves for Plumbing Piping	0	08/05/22	08/08/22	Permit Set
22 0529	Hangers and Supports for Plumbing Piping and Equipment	0	08/05/22	08/08/22	Permit Set
22 0553	Identification for Plumbing Piping and Equipment	0	08/05/22	08/08/22	Permit Set
22 0719	Plumbing Piping Insulation	0	08/05/22	08/08/22	Permit Set
22 1005	Plumbing Piping	0	08/05/22	08/08/22	Permit Set
22 1006	Plumbing Piping Specialties	0	08/05/22	08/08/22	Permit Set
22 1500	General-Service Compressed-Air Systems	0	08/05/22	08/08/22	Permit Set
22 3000	Plumbing Equipment	0	08/05/22	08/08/22	Permit Set
22 4000	Plumbing Fixtures	0	08/05/22	08/08/22	Permit Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 0130	Operation and Maintenance of HVAC Air Distribution	0	08/05/22	08/08/22	Permit Set
23 0500	Common Work Results for HVAC	0	08/05/22	08/08/22	Permit Set
23 0510	Existing Building and Demolition Requirements for HVAC Systems	0	08/05/22	08/08/22	Permit Set
23 0513	Common Motor Requirements for HVAC Equipment	0	08/05/22	08/08/22	Permit Set
23 0519	Meters and Gauges for HVAC Piping	0	08/05/22	08/08/22	Permit Set
23 0523	General-Duty Valves for HVAC Piping	0	08/05/22	08/08/22	Permit Set
23 0553	Identification for HVAC Piping and Equipment	0	08/05/22	08/08/22	Permit Set



JHL Constructors Inc.

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Number	Description	Revision	Issued Date	Received Date	Set
23 0593	Testing, Adjusting, and Balancing for HVAC	0	08/05/22	08/08/22	Permit Set
23 0713	Duct Insulation	0	08/05/22	08/08/22	Permit Set
23 0719	HVAC Piping Insulation	0	08/05/22	08/08/22	Permit Set
23 0800	Commissioning of HVAC	0	08/05/22	08/08/22	Permit Set
23 0913	Instrumentation and Control Devices for HVAC	0	08/05/22	08/08/22	Permit Set
23 0923	Direct-Digital Control System for HVAC	0	08/05/22	08/08/22	Permit Set
23 0933	Variable Frequency Drives	0	08/05/22	08/08/22	Permit Set
23 2113	Hydronic Piping	0	08/05/22	08/08/22	Permit Set
23 2114	Hydronic Specialties	0	08/05/22	08/08/22	Permit Set
23 3100	HVAC Ducts and Casings	0	08/05/22	08/08/22	Permit Set
23 3300	Air Duct Accessories	0	08/05/22	08/08/22	Permit Set
23 3423	HVAC Power Ventilators	0	08/05/22	08/08/22	Permit Set
23 3600	Air Terminal Units	0	08/05/22	08/08/22	Permit Set
23 3700	Air Outlets and Inlets	0	08/05/22	08/08/22	Permit Set
23 8126	Split-System Air-Conditioners	0	08/05/22	08/08/22	Permit Set
26 - Electrical					
26 0500	Common Work Results for Electrical	0	08/05/22	08/08/22	Permit Set
26 0505	Selective Demolition for Electrical	0	08/05/22	08/08/22	Permit Set
26 0519	Low-Voltage Electrical Power Conductors and Cables	0	08/05/22	08/08/22	Permit Set
26 0526	Grounding and Bonding for Electrical Systems	0	08/05/22	08/08/22	Permit Set
26 0529	Hangers and Supports for Electrical Systems	0	08/05/22	08/08/22	Permit Set
26 0533.13	Raceway and Boxes for Electrical Systems	0	08/05/22	08/08/22	Permit Set
26 0533.16	Boxes for Electrical Systems	0	08/05/22	08/08/22	Permit Set
26 0553	Identification for Electrical Systems	0	08/05/22	08/08/22	Permit Set
26 0573	Power System Studies	0	08/05/22	08/08/22	Permit Set
26 0923	Lighting Control Devices	0	08/05/22	08/08/22	Permit Set
26 2200	Low-Voltage Transformers	0	08/05/22	08/08/22	Permit Set
26 2416	Panelboards	0	08/05/22	08/08/22	Permit Set
26 2726	Wiring Devices	0	08/05/22	08/08/22	Permit Set
26 2813	Fuses	0	08/05/22	08/08/22	Permit Set
26 2816.13	Enclosed Switches and Circuit Breakers	0	08/05/22	08/08/22	Permit Set
26 2816.16	Enclosed Switches	0	08/05/22	08/08/22	Permit Set
26 2913	Enclosed Controllers	0	08/05/22	08/08/22	Permit Set
26 4300	Surge Protective Devices	0	08/05/22	08/08/22	Permit Set
26 5100	Interior Lighting	0	08/05/22	08/08/22	Permit Set
26 5600	Exterior Lighting	0	08/05/22	08/08/22	Permit Set
27 - Communications					



JHL Constructors Inc.

Job #: 2211 DCSD Legacy Campus
 10035 S Peoria Street
 Parker, Colorado 80134
 3037416116

Number	Description	Revision	Issued Date	Received Date	Set
27 0500	Common Work Results for Communications	0	08/05/22	08/08/22	Permit Set
27 0526	Grounding and Bonding for Communications Systems	0	08/05/22	08/08/22	Permit Set
27 0528	Pathways for Communications Systems	0	08/05/22	08/08/22	Permit Set
27 0553	Identification for Communication Systems	0	08/05/22	08/08/22	Permit Set
27 1000	Structured Cabling	0	08/05/22	08/08/22	Permit Set
27 1100	Communications Equipment Room Fittings	0	08/05/22	08/08/22	Permit Set
27 4113	Integrated Room Scheduling	0	08/05/22	08/08/22	Permit Set
27 4116.10	Integrated Audio-Video Systems and Equipment	0	08/05/22	08/08/22	Permit Set
27 4116.20	Performance AV System	0	08/05/22	08/08/22	Permit Set
27 5116	Public Address and Clock Systems	0	08/05/22	08/08/22	Permit Set
28 - Electronic Safety and Security					
28 0500	Electronic Security General Requirements	0	08/05/22	08/08/22	Permit Set
28 1000	Access Control	0	08/05/22	08/08/22	Permit Set
28 1600	Intrusion Detection System	0	08/05/22	08/08/22	Permit Set
28 2000	Video Surveillance	0	08/05/22	08/08/22	Permit Set
28 4621.11	Digital Addressable Fire System	0	08/05/22	08/08/22	Permit Set
31 - Earthwork					
31 0000	Earthwork	0	08/05/22	08/08/22	Permit Set
31 2500	Erosion and Sedimentation Control	0	08/05/22	08/08/22	Permit Set
32 - Exterior Improvements					
32 1200	Flexible Paving	0	08/05/22	08/08/22	Permit Set
32 1300	Rigid Paving	0	08/05/22	08/08/22	Permit Set
32 9219	Seeding	0	08/05/22	08/08/22	Permit Set
33 - Utilities					
33 4000	Storm Drainage Systems	0	08/05/22	08/08/22	Permit Set

DCSD Legacy Campus – Phase 1

Exhibit B: List of Assumptions and Clarifications

August 24, 2022

PROJECT LOCATION

10035 S Peoria St, Parker CO 80134

PROJECT NARRATIVE

The Project consists of the conversion of an existing facility for use as a career and technical education center (CTE) as more completely described in the Contract Documents.

SERVICES PROVIDED AND PAID FOR BY OWNER

- Building waterproofing, envelope, and closure systems/details evaluation and inspections by 3rd party consultant.
- Builder's Risk Insurance.
- Materials testing, special inspections, and third-party inspections as required by local authorities having jurisdiction.
- Surveying for initial or final ALTA / record surveys, site topography, utility & building locations and addition size limitations for both on & offsite improvements.
- Commissioning agent contracting and fees.
- Utility tap, & development fees.
- Fire, security & elevator monitoring services and fees.
- Soils mitigation & contaminated soils removal. (if any)
- Hazardous material abatement and removal of any kind. (if any)
- Owner move-in costs, F.F.E. design, purchase and installation.
- All applicable plan review fees and building permit fees.
- Fire Department plan review fees
- All applicable capital improvement fees and sales / use taxes.
- Environmental studies and testing
- Financing costs
- Legal fees
- Owner's liability insurance & Builders Risk Coverage
- PUD and zoning fees
- Tele / data Head End Equipment, Cross Connecting Between Switches and Patch Panels, Furnishing Wire Access Points and all Audio-Visual Systems.
- CCTV & Security Systems during construction.

GENERAL PROJECT CLARIFICATIONS

- JHL will be the controlling contractor on the site. Any other contractors entering the site while construction will need prior approval by JHL and will comply with all JHL requirements including but not limited to; insurance requirements, safety policies and site rules/requirements.
- Delays due to permitting, hazardous material abatement, unforeseen subsurface conditions, or other factors beyond the control of the Contractor will initiate granting of a mutually agreeable extension of time.
- A one-year warranty is included. Warranty shall begin after substantial completion. An exception to this is the HVAC controls, which will have a two-year warranty. The controls warranty does not include existing equipment, actuators, valves or VFDs.
- Allowances are included for scopes that are evolving or not fully defined. When there is complete information for obtaining fixed pricing on these scopes that pricing will be reconciled with the allowance. Overrun or Underruns on allowances will be a change order to the contract.
- Setpoint, Convergent, and Sterling Communications are being subcontracted by JHL. However, the scope for these subcontractors has been directed by DCSD and is not on the plans or is not completely shown on the plans. JHL is relying on the scope of the subcontractor quote and that it meets Douglas County School District's intended scope and has been coordinated with the Design Team. If costs or delays arise out of a scope of work issue these costs will be considered a change order.
- The Building Code Plan is evolving and there is a discussion about a building separation and an added fire wall. The cost for this scope of work has not been included.
- Our price is based on the logistics plan (attached), please note the access drive is the critical path to the start of Demolition which is planned for September 1st, 2022
- Our construction schedule is contingent on all construction permits being available October 1st, 2022
- There are concurrent contracts and construction schedules planned for the building (ACC and CU Nursing Suite). The ability to occupy spaces is subject to the requirements of the AHJ and are not fully known at this time.
- All utility consumption costs (Gas, Electric, Sewer, Water, Internet) is assumed to be paid for by Owner with the overall building system and operational invoices. These costs have not been included in the estimate.

Drawings and Specifications List Upon Which the Estimate is Based

- 50% Construction Document plans issued by Cunningham dated June 30, 2022
- 50% Construction Document specifications issued by Cunningham dated June 30, 2022

SPECIFIC CLARIFICATIONS AND EXCLUSIONS**DIVISION 2 EXISTING CONDITIONS & GENERAL REQUIREMENTS****Specific Exclusions:**

- Dewatering equipment and fuel
- Demolition of existing site sculptures and their stands
- Protecting, moving or removing existing artifacts, artwork, taxidermy, furniture, fixtures and equipment is not included.
- Abatement of hazardous materials and lead paint

DIVISION 3 CONCRETE

Specific Clarifications:

- We have included adding a 1.5” concrete topping in the classroom wing per note 1 on A633.1. The additional weight of this topping slab needs to be approved by JVA before the execution of this scope of work
- JHL has not included funds for mudjacking or structurally raising the existing floors in the Aviation Classroom 149B that are out of level. This floor is over the basement and the decking has dropped. This needs to be reviewed by the structural engineer to verify that the existing structural assembly will be able to support the concrete topping we are planning to install to level this room.
- There is no structural detail shown for infilling the floor diffusers that will be demolished. We have included an allowance for this scope.
- Foundation cracking repair at Professional Development included as an allowance.

DIVISION 4 MASONRY

Specific Clarifications:

- An allowance has been carried for stone patching and modifying at new curtainwall and storefront located in SRO Addition and Second Level corridor. All other masonry work is excluded.

DIVISION 5 METALS

Specific Exclusions:

- Hanging and installation of aircraft parts and pieces is not included. JHL will work with the Owner to identify scope and assist in the installation.
- AISC certification for steel manufacturing and erection.

DIVISION 6 ARCHITECTURAL WOODWORK

Specific Clarifications:

- None

Specific Exclusions:

- None

DIVISION 7 THERMAL & MOISTURE PROTECTION

Specific Clarifications:

- An allowance has been included for patching the existing fireproofing at the Architecture/Engineering Classroom
- Roof patching and parapet repairs have been included per Larch Bates report
- Exterior caulking has been priced using Pecora 890 FTS Tintable Silicone as basis of design

Specific Exclusions:

- Code upgrades and energy compliance upgrades to existing building system not shown on the plans are excluded
- Copper metal panels or flashings, all prefinished trim figured as aluminum.

DIVISION 8 DOORS, WINDOWS, & GLASS

Specific Clarifications:

- The doors, frames and hardware scope of work is priced as an allowance because there is not a complete door schedule. We have done our best to capture the scope. However, until 100% Construction Documents are issued with a complete door schedule, we are unable to competitively price this scope of work.

Specific Exclusions:

- Custom colors on aluminum finish of storefront
- Security and bullet resistant window films. By Owner
- Translucent wall assemblies

DIVISION 9 FINISHES

Specific Clarifications:

- Patch and repair of existing surfaces will match to the best ability possible. However, matching aged existing finishes is not always achievable
- Ballistic resistant assembly included at one wall in the SRO office only
- We have included repairing one crack in existing granite tile in the commons. Any other repairs are not included
- Acoustic ceiling tiles have been priced as Armstrong Optima. See scope adjustment log for Ultima option
- We have provided an allowance for acoustical control. No design has been provided
- Allowances have been included for vinyl graphics at 4 locations

Specific Exclusions:

- Stucco
- Moisture mitigation under flooring
- Stained or colored concrete

DIVISION 10 SPECIALTIES

Specific Clarifications:

- All signage has been priced as an allowance

Specific Exclusions:

- Wayfinding signage
- Teaching walls monitors
- Corner guards

DIVISION 11 EQUIPMENT

Specific Clarifications:

- We have included an allowance for work in the Culinary Classroom to be determined.

Specific Exclusions:

- Residential equipment, including but not limited to refrigerators, microwaves and ice makers. By Owner
- Laboratory equipment. By Owner

DIVISION 12 FURNISHINGS

Specific Clarifications:

- Manual roller shades included at new windows

Specific Exclusions:

- Motorized shades

DIVISION 14 ELEVATORS

Specific Clarifications:

- A card reader at the elevator has been discussed but is not shown and is not included. JHL has included funds to operate the elevator for the purpose of installing fire alarm devices in the elevator shafts. No other elevator work or scope is included.

DIVISION 21 FIRE SUPPRESSION

Specific Exclusions:

- Fire sprinkler and protection in the crawlspace
- Kitchen hood ansul system modification

DIVISION 22 PLUMBING

Specific Clarifications:

- Recertification of the domestic and fire sprinkler backflow preventer is included. Repairs or replacement to the existing backflows is not included
- Allowance included for compressed air in Robotics Lab and Smart Grid. No design provided

Specific Exclusions:

- Repairs to any existing plumbing equipment

DIVISION 23 HVAC

Specific Clarifications:

- JHL has provided a test and balance report for the existing HVAC systems, many items have been identified as not working. JHL has not included any deferred maintenance or repairs to existing HVAC systems
- Setpoint Controls included per quote dated July 22, 2022
- Destratification fans are not shown, but were priced as Airus AirPair

Specific Exclusions:

- Modifications to existing HVAC system outside of the renovation areas
- Repairs to any existing HVAC equipment
- Replacement of existing equipment asides from VAV replacement in renovation areas
- Snowmelt systems
- Replacement of existing boiler pumps
- Adding VFDs to existing systems

DIVISION 26 ELECTRICAL

Specific Clarifications:

- Allowance included for removing and capping existing exposed wiring at exterior concrete path
- Allowance included for removing and capping existing electrical at site sculptures

Specific Exclusions:

- Generator / UPS system
- Lightning protection system
- MPTS system. See scope adjustment log
- Repair of existing exterior electrical outlets

DIVISION 27 COMMUNICATIONS

Specific Clarifications:

- Testing for Radio Amplification system has been included, a BDA system is not included
- Mountain States is a contract carried by the Owner and managed by JHL that needs to be performed in conformance with the execution plan of the overall project. Lack of alignment could result in additional protection, cleanup, cutting and patching.
- Intercom and Wireless Clock System included per Sterling Communications' proposal dated June 30, 2022

Specific Exclusions:

- A/V disconnect and demolition for existing globe. By owner
- A/V system
- IT rack removal and relocation
- Data network and head end equipment

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

Specific Clarifications:

- Fire alarm system replacement per DCSD's standards is included
- Fire alarm scope will be heavily influenced by South Metro Fire during their plan review process. Fire alarm is an allowance and will be reconciled based on what South Metro Fire requires in the permitted fire alarm drawings
- Video surveillance, access control, and intrusion detection have been included per Convergent's quote dated July 20, 2022

Specific Exclusions:

- Electronic safety and security head end equipment

DIVISION 31 EARTHWORK

Specific Clarifications:

- There is no soils report or recommendation for the new access drive work. We have included a 2' over-excavation with 6" of gravel (base bid) or a 9" asphalt (add alternate). This is JHL's best guess on what is required and will need to be approved by the Owner or Owner's agent prior to the execution of this scope.

Specific Exclusions:

- Dewatering of excavations
- Remediation of hazardous materials found in the soil
- Import of soils to replace debris or contaminated soils
- Revising surface drainage at vestibule doors not included
- Revising surface drainage at East Courtyard doors not included

- Rock Excavation is not included. Rock excavation is defined as exaction that cannot be done with a Cat 315 Excavator with rock teeth and boulders that are large then 2' in diameter. Utility's transformers, Transformer Pads, trenching, backfill or fees.

DIVISION 32 EXTERIOR IMPROVEMENTS

Specific Clarifications:

- Exterior gravel access road included. Asphalt is not included. See scope adjustment log.
- The limit of irrigation work is only as needed to install and adjust existing irrigation system to accommodate the new service access drive. All other irrigation work is excluded.
- An add alternate has been provided to replace the trash grates in the detention pond.
- An allowance has been included for asphalt price escalation at time of placement
- Traffic signage for new drive included as an allowance
- Repairing existing asphalt at accessible parking spaces included as an allowance
- Landscape patching, irrigation patching and evergreen screen wall at loading dock included as an allowance

Specific Exclusions:

- Import of topsoil; we will amend the existing stripped material
- All work in the detention pond
- Repair of existing sidewalk along Lincoln Road
- Repair of cracked and spalled concrete stairs at north of building and loading dock not included
- Fence at detention pond

DIVISION 33 SITE UTILITIES

Specific Clarifications:

- Allowance included for trash grates at detention pond. No other detention pond scope is included.
- Allowance included for a rain garden. No details provided.

Specific Exclusions:

- Water/irrigation meter
- Water tap fees
- City Tap Fees.
- Relocation of dry utility services



Project: **DCSD Legacy Campus**
Owner: Douglas County School District
Architect: Cuningham Group
Estimate: *50% CDs - IGMP*

Date: August 24, 2022
Preconstruction Manager: Jose Arosemena
Project SF 26,612
Construction Duration in Months 11

Executive Summary

Construction Cost	\$14,036,972
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Permit Fees Allowance	\$100,000
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Security Allowance	\$400,000
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Owner's Contingency	\$1,843,123
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Sub-Total/iGMP Approved Cost	\$16,380,095
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DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
01 - Procurement & Contracting Requirements					
000700 - General Conditions					
General Conditions Summary	11	mo	\$54,019	\$594,214	
Total 000700 - General Conditions				\$594,214	
Total 01 - Procurement & Contracting Requirements				\$594,214	
02 - Existing Conditions					
021400 - Quality Control					
Independent Testing			\$0	\$0	By Owner
Commissioning Agent			\$0	\$0	By Owner
Moisture Tests			\$0	\$0	See Division 9
Reproduction of Plans & Specifications	1	ls	\$3,500	\$3,500	By Owner
Surveying	1	ls	\$12,800	\$12,800	
Verify Detention Pond is Compliant with MS4 and AHJ	0	ls	\$0	\$0	Not Included, By Owner
Interior Wall Layout	1	ls	\$9,760	\$9,760	
Total 021400 - Quality Control				\$26,060	
021520 - Construction Facilities					
Dumpsters	48	ea	\$450	\$21,407	
Temporary Fire Protection	15	ea	\$75	\$1,125	Construction Fire Extinguishers
Temporary Drinking Water			\$0	\$0	Included in General Conditions
Temporary Toilets			\$0	\$0	Included in General Conditions
Temporary Lighting & Power Usage	0	ls	\$0	\$0	Not Included, By Owner
Temporary Task Specific Lighting - Crawlspace	1	ls	\$4,700	\$4,700	Included in Division 26
Basement - Temporary Partitions	1	ls	\$12,170	\$12,170	
Culinary Area - Temporary Partitions	1	ls	\$1,476	\$1,476	
SRO Office - Temporary Partitions	1	ls	\$2,952	\$2,952	
Classrooms and Aviation - Temporary Partitions	1	ls	\$9,600	\$9,600	
Architecture and Engineering - Temporary Partitions	1	ls	\$6,000	\$6,000	
Architecture and Engineering - Floor Protection	1	ls	\$8,552	\$8,552	
Classrooms and Aviation - Temporary Window & Door Enclosures	11	ea	\$668	\$7,348	
Classrooms and Aviation - Floor Protection	3330	sf	\$5	\$17,483	
Architecture and Engineering - Temporary Window & Door Enclosures	5	ea	\$1,096	\$5,480	
Architecture and Engineering - Trash Chute Setup and Takedown	1	ls	\$3,500	\$3,500	
Architecture and Engineering - Trash Chute Rental	60	days	\$112	\$6,720	
Crawlspace Ventilation	1	ls	\$8,940	\$8,940	
Air Testing and Inspection at Crawlspace	1	ls	\$1,600	\$1,600	
Owner Project Identification Sign	1	ls	\$850	\$850	
First Level Floor Protection	1	ls	\$9,304	\$9,304	
Total 021520 - Construction Facilities				\$129,207	
021540 - Temporary Equipment					
Storage Container	11	mo	\$1,020	\$11,220	
Dewatering Equipment & Fuel	0	mo	\$0	\$0	Not Included
Small Tools & Supplies	11	mo	\$550	\$6,050	
Bobcat	11	mo	\$3,100	\$34,100	
Fuel & Maintenance for Bobcat	11	mo	\$375	\$4,125	
Scissor Lift	11	mo	\$1,500	\$16,500	
Fuel & Maintenance for Scissor Lift	11	mo	\$0	\$0	Electric Scissor Lift Assumed
Total 021540 - Temporary Equipment				\$71,995	
021740 - Cleaning & Waste Management					
Final Cleaning - Site	1	ls	\$8,095	\$8,095	
Final Cleaning - Building	26612	sf	\$1	\$26,612	
Final Cleaning - Entire Building	155000	sf	\$0	\$54,250	
Final Cleaning - Glass	540	sf	\$2	\$1,080	
Total 021740 - Cleaning & Waste Management				\$90,037	
021770 - Closeout Procedures					
Redline "As Builts"			\$0	\$0	Included
Operation & Maintenance Manuals			\$0	\$0	Included
Punch List/Project Closeout (Building)			\$0	\$0	Included
Punchlist Supervision/Management			\$0	\$0	Included
Equipment Demonstration/Instruction			\$0	\$0	Included
Owners Training DVD			\$0	\$0	Included
1 Year Warranty			\$0	\$0	Included
2 Year Warranty			\$0	\$0	Limited to Temperature Controls Only
Printing/Reproduction of As-built Documents	3	ea	\$225	\$675	
CAD As-built Documents			\$0	\$0	Not Included
Total 021770 - Closeout Procedures				\$675	
023000 - Subsurface Investigation					
Geotechnical Survey & Report	0		\$0	\$0	None Provided
Total 023000 - Subsurface Investigation				\$0	
024119 - Selective Structure Demolition					



DCSD Legacy Campus
50% CDs - IGMP
Exhibit C: GMP Itemization
August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
79 Demolition Subcontractor Proposal	1	ls	\$253,105	\$253,105	
80 Forklift for Precast Demolition	3	mo	\$4,900	\$14,700	
81 Fuel & Maintenance for Forklift	3	mo	\$425	\$1,275	
82 Site	1	ls	\$0	\$0	
83 Demo Existing Site Sculptures	0	ls	\$0	\$0	Not Included
84 Basement Level	1	ls	\$0	\$0	
85 Demo Interior Partitions	1	ls	\$0	\$0	Included
86 Demo Doors, Frames, & Hardware	1	ls	\$0	\$0	Included
87 Dumpsters and Hauling for Demo Debris	1	sf	\$7,043	\$7,043	
88 Crawlspace Ventilation	1	ls	\$8,940	\$8,940	
89 Air Testing and Inspection at Crawlspace	1	ls	\$1,600	\$1,600	
90 Culinary Area and Stair 135	1	ls	\$0	\$0	
91 Protect Existing Kitchen Equipment	1	ls	\$976	\$976	
92 Protect Existing Kitchen Flooring	1	ls	\$488	\$488	
93 Bag and Protect Fire Alarm Devices and WAPs	1	ls	\$1,464	\$1,464	
94 Remove and Relocate Items in Kitchen Wall	1	ls	\$610	\$610	
95 Demo Interior Partition for New Door to Culinary	1	ls	\$0	\$0	Included
96 Demo Overhead Coiling Grille	1	ls	\$0	\$0	Included
97 Demo Fake Tree	1	ls	\$0	\$0	Included
98 Demo Wood Shelving	1	ls	\$0	\$0	Included
99 Dumpsters and Hauling for Demo Debris	1	ls	\$1,409	\$1,409	
100 SRO Addition	1	ls	\$0	\$0	
101 Bag and Protect Fire Alarm Devices and WAPs	1	ls	\$488	\$488	
102 Clear and Grub Landscape Area	1	ls	\$0	\$0	Included
103 Demo and Patch Existing Wood Ceiling for Fire Sprinkler Connection	1	ls	\$976	\$976	
104 Dumpsters and Hauling for Demo Debris	1	ls	\$9,760	\$9,760	
105 Classroom Area and Aviation	1	ls	\$0	\$0	
106 Bag and Protect Fire Alarm Devices and WAPs	1	ls	\$976	\$976	
107 Demo Interior Drywall Partitions	1	ls	\$0	\$0	Included
108 Demo Drywall at Exterior Wall for New Windows	1	ls	\$0	\$0	Included
109 Sawcut Precast Panels for New Windows	1	ls	\$0	\$0	Included
110 Protect New Temporary Openings	1	ls	\$0	\$0	Included
111 Demo Doors, Frames, & Hardware	1	ls	\$0	\$0	Included
112 Sawcut Floor for New Diffusers	1	ls	\$0	\$0	Included
113 Demo Carpet	1	ls	\$0	\$0	Included
114 Demo Existing Exhibit	1	ls	\$0	\$0	Included
115 Demo Light Fixtures	1	ls	\$0	\$0	Included
116 Electrical Disconnect and Demo as Required	1	ls	\$0	\$0	Included
117 Dumpsters and Hauling for Demo Debris	1	ls	\$31,696	\$31,696	
118 Professional Development	1	ls	\$1	\$1	
119 Bag and Protect Fire Alarm Devices and WAPs	1	ls	\$488	\$488	
120 Construct Temporary Partitions for Demolition	1	ls	\$12,500	\$12,500	
121 Demo Interior Drywall Partitions	1	ls	\$0	\$0	Included
122 Demo Doors, Frames, & Hardware	1	ls	\$0	\$0	Included
123 Sawcut Floor for New Plumbing	1	ls	\$0	\$0	Included
124 Sawcut Precast Panels for New Construction Access	1	ls	\$4,500	\$4,500	
125 GPR For New Penetrations	1	ls	\$3,500	\$3,500	
126 Core Drills	1	ls	\$6,500	\$6,500	
127 Demo Carpet	1	ls	\$0	\$0	Included
128 Electrical Disconnect and Demo as Required	1	ls	\$0	\$0	Included
129 Demo Light Fixtures	1	ls	\$0	\$0	Included
130 Demo Ceilings	1	ls	\$0	\$0	Included
131 Ductwork Demolition	1	ls	\$0	\$0	Included
132 Demo and Haul Off Existing Cubicles	1	ls	\$2,440	\$2,440	
133 Dumpsters and Hauling for Demo Debris	1	ls	\$2,364	\$2,364	
134 Architecture and Engineering Classroom	1	ls	\$0	\$0	
135 Bag and Protect Fire Alarm Devices and WAPs	1	ls	\$488	\$488	
136 Construct Temporary Partitions for Demolition	1	ls	\$8,000	\$8,000	
137 Demo Existing Rocks	1	ls	\$8,076	\$8,076	
138 Sawcut New Window Openings	1	ls	\$0	\$0	Included
139 GPR For New Penetrations	1	ls	\$1,500	\$1,500	
140 Core Drills	1	ls	\$2,675	\$2,675	
141 Demo Interior Drywall Partitions	1	ls	\$0	\$0	Included
142 Demo Doors, Frames, & Hardware	1	ls	\$0	\$0	Included
143 Demo Carpet	1	ls	\$0	\$0	Included
144 Scrape Adhesive Off Subfloor	3300	sf	\$2	\$6,600	
145 Electrical Disconnect and Demo as Required	1	ls	\$0	\$0	Included
146 Demo Light Fixtures	1	ls	\$0	\$0	Included
147 A/V Disconnect and Demo	1	ls	\$0	\$0	Not Included
148 IT Rack Removal and Relocation	1	ls	\$0	\$0	Not Included
149 Remove and Salvage Globe	1	ls	\$0	\$0	Included
150 Demo Ceilings	1	ls	\$0	\$0	Included
151 Ductwork Demolition	1	ls	\$0	\$0	Included
152 Dumpsters and Hauling for Demo Debris	1	ls	\$21,130	\$21,130	
153 Abatement of Hazardous Materials	0	ls	\$0	\$0	Not Included, By Owner
154 Removal of Lead Paint	0	ls	\$0	\$0	Not Included, By Owner
155 Removal & Handling of Mercury Containing Light Ballasts, Thermostats, etc.	0	ls	\$0	\$0	Not Included, By Owner
156 Negative Air Machines with HEPA Filter	1	ls	\$7,500	\$7,500	



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
157 Misc Tools and Equipment	1	ls	\$10,000	\$10,000	
158					
159 Total 024119 - Selective Structure Demolition				\$433,768	
160 025000 - Site Remediation					
161 Remediation of Site Soils	0	ls	\$0	\$0	Not Included, By Owner
162 Contaminated Hazardous Materials or Petroleum Products	0	ls	\$0	\$0	Not Included, By Owner
163					
164 Total 025000 - Site Remediation				\$0	
165					
166 Total 02 - Existing Conditions				\$751,742	
167					
168 03 - Concrete					
169 031100 - Concrete Forming					
170 Basement Level	1	ls	\$0	\$0	
171 Repair Crack in Concrete Wall	1	ls	\$9,132	\$9,132	Allowance. See 1/S501
172 SRO Addition	1	ls	\$0	\$0	
173 Helical Piers	1	ls	\$30,143	\$30,143	
174 Site Access for Helical Piers	1	ls	\$4,128	\$4,128	
175 Grade Beams			\$0	\$0	
176 Grade Beam Mobilization	1	ls	\$5,000	\$5,000	
177 Grade Beam Forming - 1'-0" x 3'-0" W	800	csf	\$16	\$12,800	
178 Grade Beam Concrete Material	16	cy	\$180	\$2,933	
179 Georgia Buggy For Grade Beams	1	ls	\$10,720	\$10,720	
180 Concrete Foreman	40	hrs	\$61	\$2,440	Layout embeds, column templates etc.
181 Forklift Operator	16	hrs	\$61	\$976	
182 Void Form Labor & Materials	100	sf	\$25	\$2,500	
183 Weather Protection	800	sf	\$2	\$1,200	
184 Ground Thaw Labor & Equipment	0	mo	\$0	\$0	Not Included
185 Small Tools & Equipment	1	wk	\$450	\$450	
186					
187 Total 031100 - Concrete Forming				\$82,422	
188 032000 - Concrete Reinforcing					
189 SRO Addition	1	ls	\$0	\$0	
190 Rebar Supply	1	sub	\$0	\$0	
191 Reinforcing Steel for Structural Slab	1.23	tns	\$2,000	\$2,450	
192 Reinforcing Steel for Grade Beams	1.43	tns	\$2,000	\$2,852	
193 Rebar Install	1	sub	\$0	\$0	
194 Reinforcing Steel for Structural Slab	1	tns	\$650	\$796	
195 Reinforcing Steel for Grade Beams	1	tns	\$650	\$927	
196 Misc. Chairs & Accessories (For Structural Slab)	360	sf	\$11	\$3,960	
197 Misc. Chairs & Accessories	1	ls	\$140	\$140	
198					
199 Total 032000 - Concrete Reinforcing				\$11,125	
200 033500 - Concrete Finishing					
201 SRO Addition	1	ls	\$0	\$0	
202 Building Flatwork			\$0	\$0	
203 Structural Slab	350	sf	\$40	\$14,000	
204 Void Form Labor & Materials	350	sf	\$10	\$3,500	
205 Masonite Protection Board	350	sf	\$14	\$4,725	
206 Vapor Barrier Under SOG	350	sf	\$11	\$3,850	
207 Building Flatwork Concrete Material	15	cy	\$180	\$2,760	
208 Fill in Floor Diffusers	26	ea	\$663	\$17,238	
209 Softcut Floor Joints	150	lf	\$5	\$750	
210 Concrete Foreman	16	hrs	\$76	\$1,216	
211 Georgia Buggy For Flatwork	1	ls	\$4,376	\$4,376	
212 Ground Thaw	1	ls	\$0	\$0	Not Included. Will place during warm weather
213 Weather Protection	350	sf	\$2	\$613	
214 Concrete Additives	15	cy	\$8	\$123	
215 Small Tools & Equipment	1	wk	\$450	\$450	
216 Classroom Area and Aviation	0	ls	\$0	\$0	
217					
218 Total 033500 - Concrete Finishing				\$53,600	
219 033400 - Precast Concrete					
220 Precast Concrete Sills	0		\$0	\$0	Not Included
221					
222 Total 033400 - Precast Concrete				\$0	
223					
224 Total 03 - Concrete				\$147,148	
225					
226 04 - Masonry					
227 040000 - Masonry					
228 SRO Addition	0	ls	\$0	\$0	
229 Mobilizations	0	ea	\$0	\$0	1 Included
230 Stone Patching/Modifications at New Curtainwall	1	ls	\$16,530	\$16,530	Allowance
231 Second Level Globeology Renovation	0	sf	\$0	\$0	
232 Mobilizations	0	ea	\$0	\$0	
233 Stone Patching/Modifications at New Storefront and Doors	1	ls	\$5,515	\$5,515	Allowance
234					
235 Total 040000 - Masonry				\$22,045	



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
236					
237	Total 04 - Masonry			\$22,045	
238					
239	05 - Metals				
240	050000 - Metals				
241	1	ls	\$0	\$0	
242	1	ls	\$5,000	\$5,000	Allowance
243	1	ls	\$0	\$0	
244	1	ls	\$62,000	\$62,000	
245	1	ls	\$0	\$0	Included in Assembly
246	1	ls	\$7,500	\$7,500	
247	1	ls	\$7,275	\$7,275	Allowance
248	60	hrs	\$61	\$3,660	
249	1	ls	\$7,940	\$7,940	
250	0	sf	\$0	\$0	
251	1	ls	\$5,500	\$5,500	
252	1	ls	\$5,940	\$5,940	
253					
254	Total 050000 - Metals			\$104,815	
255					
256	Total 05 - Metals			\$104,815	
257					
258	06 - Carpentry				
259	061000 - Rough Carpentry Framing				
260	1026	sf	\$6	\$6,156	
261	1059	sf	\$6	\$6,354	
262	374	sf	\$6	\$2,244	
263	12408	sf	\$6	\$74,448	
264	0	sf	\$8	\$0	Not Included. Deleted from Scope
265	0	sf	\$8	\$0	Not Included. Deleted from Scope
266	403	sf	\$8	\$3,220	
267	7640	sf	\$7	\$51,570	
268	4105	sf	\$6	\$24,630	
269	2500	lf	\$9	\$21,375	
270	1	ls	\$3,500	\$3,500	
271					
272	Total 061000 - Rough Carpentry Framing			\$193,497	
273	062000 - Finish Carpentry				
274	1	ls	\$86,883	\$86,883	
275	1	ls	\$41,009	\$41,009	
276	1	ls	\$14,801	\$14,801	
277	1	ls	\$19,003	\$19,003	
278	1	ls	\$77,700	\$77,700	
279	1	ls	\$5,530	\$5,530	
280	1	ls	\$14,260	\$14,260	
281					
282	Total 062000 - Finish Carpentry			\$259,186	
283					
284	Total 06 - Carpentry			\$452,683	
285					
286	07 - Thermal & Moisture Protection				
287	071000 - Dampproofing, Waterproofing, & Foundation Insulation				
288	1	ls	\$0	\$0	
289	1	sub	\$0	\$0	
290	400	sf	\$7	\$2,800	
291	1	sub	\$0	\$0	
292	400	sf	\$0	\$0	From grade to 36" below grade
293	0	sf	\$0	\$0	Not Included
294	0	sf	\$0	\$0	Not Included
295	150	sf	\$10	\$1,425	
296	0	sf	\$0	\$0	
297	1	al	\$20,000	\$20,000	Allowance
298					
299	Total 071000 - Dampproofing, Waterproofing, & Foundation Insulation			\$24,225	
300	072000 - Thermal Insulation				
301	1	ls	\$0	\$0	
302	0	sub	\$0	\$0	
303	2300	sf	\$4	\$9,660	
304	530	sf	\$4	\$2,253	
305	1	sub	\$0	\$0	
306	1	ls	\$25,000	\$25,000	
307	1	sf	\$1	\$1	
308	0	sub	\$0	\$0	
309	660	sf	\$4	\$2,772	
310	120	sf	\$4	\$510	
311					
312	Total 072000 - Thermal Insulation			\$40,195	
313	075000 - Membrane Roofing				
314	1	ls	\$59,468	\$59,468	
315	1	ls	\$40,276	\$40,276	



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
316 Roof Patching Allowance for Mechanical Equipment	1	ls	\$20,000	\$20,000	Allowance
317 Safety Measures for Roof Installation	1	ls	\$5,552	\$5,552	
318					
319 Total 075000 - Membrane Roofing				\$125,296	
320 076200 - Sheet Metal Flashing & Trim					
321 SRO Addition	0	ls	\$0	\$0	
322 Metal Panels - Prefinished Aluminum	1	ls	\$3,476	\$3,476	Copper Not Included
323 Misc Flashings and Trim	1	ls	\$15,000	\$15,000	Allowance
324 Professional Development	0	sf	\$1	\$0	
325 Misc Flashings and Trim	1	ls	\$3,576	\$3,576	Allowance
326 Second Level Globeology Renovation	0	sf	\$0	\$0	
327 Misc Flashings and Trim	1	ls	\$452	\$452	
328 New Sloped Parapet Cap Over Precast	1	ls	\$71,342	\$71,342	Per Larch Bates Report and Detail
329					
330 Total 076200 - Sheet Metal Flashing & Trim				\$93,846	
331 077200 - Roof Accessories					
332 3' x 4'-6" Roof Hatch with Ladder	0	ea	\$0	\$0	Not Included
333					
334 Total 077200 - Roof Accessories				\$0	
335 079513 - Expansion Control					
336 2" Compression Seals with Aluminum Cover	0	lf	\$0	\$0	Not Included
337					
338 Total 079513 - Expansion Control				\$0	
339 079200 - Joint Sealants					
340 Caulking Storefront to Stone	1	ls	\$8,500	\$8,500	Allowance
341 Joint Sealants	1	ls	\$8,380	\$8,380	
342 Fire Caulking at New Fire Partition	1	ls	\$3,465	\$3,465	
343 Exterior Caulking - Panel Joints and Wall Penetrations	1	ls	\$145,800	\$145,800	Note 19 on A001.1
344 Exterior Caulking - Windows	1	ls	\$75,965	\$75,965	Note 19 on A001.1
345 Exterior Caulking - Soffits	1	ls	\$45,550	\$45,550	Note 19 on A001.1
346 Exterior Caulking - Roof	1	ls	\$22,700	\$22,700	Note 19 on A001.1
347 Exterior Caulking - Doors and Dissimilar Materials	1	ls	\$14,000	\$14,000	Note 19 on A001.1
348					
349 Total 079200 - Joint Sealants				\$324,360	
350					
351 Total 07 - Thermal & Moisture Protection				\$607,922	
352					
353 08 - Doors, Windows, & Glass					
354 081000 - Doors, Frames, & Hardware					
355 Immediate Needs Hardware Scope	1	ls	\$154,666	\$154,666	Allowance
356 Immediate Needs HM Door Replacement	4	ea	\$26,014	\$104,056	Allowance
357 Hardware Replacement - Labor and Material	1	ls	\$412,113	\$412,113	Allowance
358 Hardware Replacement - Labor for Patch and Repair Existing	1	ls	\$112,050	\$112,050	Allowance
359 Renovation Doors, Frames and Hardware	1	ls	\$378,805	\$378,805	Allowance
360 CU Hardware Replacement	1	ls	\$50,112	\$50,112	Allowance
361 Unload, Inventory, & Distribute	88	ea	\$127	\$11,176	
362 Cylinders & Keying	0	ea	\$0	\$0	Not Included
363 Misc. Hardware	1	ls	\$7,500	\$7,500	
364 Cutting, Patching, & Bondo of Existing Frames for New Hardware	10	ea	\$269	\$2,690	
365					
366 Total 081000 - Doors, Frames, & Hardware				\$1,233,168	
367 083113 - Access Doors & Frames					
368 Misc. Access Doors & Frames	25	ea	\$358	\$8,950	
369					
370 Total 083113 - Access Doors & Frames				\$8,950	
371 084100 - Entrances & Storefronts					
372 Immediate Needs Storefront Door Replacement	1	ls	\$40,210	\$40,210	
373 Immediate Needs Storefront Door Replacement Hardware	1	ls	\$110,200	\$110,200	
374 Renovation Storefront and Curtainwall	1	ls	\$396,947	\$396,947	
375 Renovation Storefront and Curtainwall Hardware	1	ls	\$0	\$0	Included
376 Culinary Area and Stair 135	1	ls	\$0	\$0	
377 Automatic Operators for Aluminum Doors	2	leaf	\$6,500	\$13,000	
378 SRO Addition	1	ls	\$0	\$0	
379 Curtainwall - Exterior at SRO Office	390	sf	\$0	\$0	
380 Demo and Reinstall Curtainwall at SRO	1	ls	\$29,217	\$29,217	
381 Aluminum Break Metal Cladding Matching the Curtainwall Finish	1	ls	\$0	\$0	Included
382 Clear Anodized Storefront Framing	150	sf	\$0	\$0	
383 Interior Storefront at Main Stair	1	ls	\$0	\$0	Included
384 New Transaction Window at SRO Office	1	ea	\$16,050	\$16,050	
385 Automatic Operators for Aluminum Doors	2	leaf	\$0	\$0	Included
386 Classroom Area and Aviation	1	ls	\$0	\$0	
387 Replace Clerestory Spandrel Glass at Aviation	1	ls	\$13,260	\$13,260	
388 STC01 Framing and Glazing	264	sf	\$100	\$26,400	Allowance
389 Misc Storefront Hardware	1	ls	\$6,500	\$6,500	
390					
391 Total 084100 - Entrances & Storefronts				\$651,784	
392 084500 - Translucent Wall Assembly					
393 Basement Level	0	ls	\$0	\$0	Not Included
394 Culinary Area and Stair 135	0	ls	\$0	\$0	Not Included
395 SRO Addition	0	ls	\$0	\$0	Not Included



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
396 Classroom Area and Aviation	0	ls	\$0	\$0	Not Included
397 Professional Development	0	sf	\$0	\$0	Not Included
398 Second Level Globeology Renovation	0	sf	\$0	\$0	Not Included
399 Kalwall Translucent Fiberglass Sandwich Panel	0	sf	\$0	\$0	Not Included
400					
401 Total 084500 - Translucent Wall Assembly					\$0
402 089100 - Louvers					
403 Mechanical Louvers	1	ls	\$0	\$0	Included in Division22/23
404 Architectural Louvers	0	ls	\$0	\$0	Not Included - None Shown
405					
406 Total 089100 - Louvers					\$0
407					
408 Total 08 - Doors, Windows, & Glass					\$1,893,902
409					
410 09 - Finishes					
411 092116 - Gypsum Board Assemblies					
412 Gypboard Assemblies	1	sub	\$324,500	\$324,500	
413 Ballistic Resistant Assembly - Level 3	1	ls	\$15,000	\$15,000	
414 Level 5 Finish at Flex Space 161 Ceiling	1600	sf	\$3	\$4,800	
415 Layout	240	hrs	\$61	\$14,640	
416 Skimming & Patching Construction Damage	1	ls	\$43,940	\$43,940	Allowance
417 Haul Debris / Clean-up	1	ea	\$29,280	\$29,280	
418 Dumpsters for Drywall Debris	16	ea	\$450	\$7,200	
419					
420 Total 092116 - Gypsum Board Assemblies					\$439,360
421 092513 - Stucco Assemblies					
422 3-Coat Stucco System	0	sub	\$0	\$0	Not Included
423					
433 Total 092513 - Stucco Assemblies					\$0
434 093000 - Tiling					
435 Granite Tile at Commons	1	ls	\$92,000	\$92,000	Includes one crack repair at commons
436 Ceramic Tile	1	ls	\$46,850	\$46,850	
437 Classroom Area and Aviation	1	ls	\$0	\$0	
438 Floor Tile	1	sub	\$0	\$0	
439 Porcelain Floor Tile in Restrooms	450	sf	\$0	\$0	
440 Floor Preparation	450	sf	\$3	\$1,125	
441 Floor Protection	450	sf	\$1	\$450	
442 Wall Tile	1	sub	\$0	\$0	
443 Porcelain Wall Tile in Restrooms 9'-0" High	1575	sf	\$0	\$0	
444 Schluter Trim at Transition of tile to Painted Walls	1	ls	\$0	\$0	Included
445 Seal Tile & Grout	1575	sf	\$0	\$0	Included
446 Epoxy Grout Premium	0	sf	\$0	\$0	Included
447 Professional Development	1	sf	\$0	\$0	
448 Floor Tile	1	sub	\$0	\$0	
449 Porcelain Floor Tile in Restrooms	90	sf	\$0	\$0	Included
450 Floor Preparation	90	sf	\$1	\$131	
451 Floor Protection	90	sf	\$0	\$32	
452 Wall Tile	1	sub	\$0	\$0	
453 Porcelain Wall Tile in Restrooms 9'-0" High	315	sf	\$0	\$0	Included
454 Seal Tile & Grout	315	sf	\$0	\$0	Included
455 Epoxy Grout Premium	0	sf	\$0	\$0	Included
456					
457 Total 093000 - Tiling					\$140,587
458 095100 - Acoustical Ceilings					
459 Acoustical Ceilings	1	ls	\$108,500	\$108,500	
460 Basement Level	0	ls	\$0	\$0	
461 5% Attic Stock Tile	31	sf	\$5	\$155	
462 Culinary Area and Stair 135	0	ls	\$0	\$0	
463 5% Attic Stock Tile	43	sf	\$5	\$215	
464 SRO Addition	1	ls	\$0	\$0	
465 5% Attic Stock Tile	17	sf	\$5	\$85	
466 Classroom Area and Aviation	1	ls	\$0	\$0	
467 5% Attic Stock Tile	608	sf	\$5	\$3,040	
468 Replace Damaged Tiles at Remodel Areas	4253	sf	\$5	\$21,265	
469 Remove/Reinstall Ceilings for MEP Work in Existing Areas	4253	sf	\$3	\$13,184	
470 Professional Development	1	sf	\$1	\$1	
471 5% Attic Stock Tile	210	sf	\$5	\$1,050	
472 Replace Damaged Tiles at Remodel Areas	500	sf	\$5	\$2,500	
473 Remove/Reinstall Ceilings for MEP Work in Existing Areas	500	sf	\$3	\$1,550	
474 Second Level Globeology Renovation	1	sf	\$0	\$0	
475 5% Attic Stock Tile	70	sf	\$5	\$350	
476 Replace Damaged Tiles at Remodel Areas	500	sf	\$5	\$2,500	
477 Remove/Reinstall Ceilings for MEP Work in Existing Areas	500	sf	\$3	\$1,550	
478 Acoustic Sound Control	1	ls	\$168,000	\$168,000	Allowance
479					
480 Total 095100 - Acoustical Ceilings					\$323,945
481 096000 - Flooring					
482 Carpet Tile	1	ls	\$37,850	\$37,850	
483 Resilient	1	ls	\$33,200	\$33,200	



DCSD Legacy Campus
50% CDs - IGMP
Exhibit C: GMP Itemization
August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
484 Basement Level	1	ls	\$0	\$0	
485 Carpet Tile	100	sy	\$0	\$0	
486 Floor Preparation	900	sf	\$3	\$2,250	
487 Moisture Testing - 1/1,000 sf	1	ea	\$95	\$86	
488 Moisture Mitigation	0	sf	\$0	\$0	Not Included
489 Carpet Protection	900	sf	\$1	\$1,125	
490 SRO Addition	1	ls	\$0	\$0	
491 Resilient Flooring	1	sub	\$0	\$0	
492 Floor Preparation	315	sf	\$2	\$473	
493 Moisture Testing - 1/1,000 sf	2	ea	\$95	\$190	
494 Moisture Mitigation	0	sf	\$5	\$0	
495 Floor Protection	315	sf	\$3	\$866	
496 Classroom Area and Aviation	1	ls	\$0	\$0	
497 Carpet Tile	250	sy	\$0	\$0	
498 Floor Preparation	2250	sf	\$2	\$3,488	
499 Moisture Testing - 1/1,000 sf	2	ea	\$95	\$214	
500 Moisture Mitigation	2250	sf	\$0	\$0	
501 Carpet Protection	2250	sf	\$2	\$3,938	
502 Professional Development	1	sf	\$0	\$0	
503 Carpet Tile	600	sy	\$0	\$0	
504 Floor Preparation	5400	sf	\$2	\$8,100	
505 Moisture Testing - 1/1,000 sf	5	ea	\$95	\$513	
506 Moisture Mitigation	0	sf	\$5	\$0	Not Included
507 Carpet Protection	5400	sf	\$3	\$14,850	
508 Second Level Globeology Renovation	1	sf	\$0	\$0	
509 Carpet Tile	50	sy	\$0	\$0	
510 Floor Preparation	450	sf	\$3	\$1,125	
511 Moisture Testing - 1/1,000 sf	0	ea	\$95	\$43	Not Included
512 Moisture Mitigation	0	sf	\$0	\$0	Not Included
513 Carpet Protection	450	sf	\$2	\$788	
514					
515 Total 096000 - Flooring				\$109,096	
516 096400 - Wood Flooring					
517 Wood Flooring	1	ls	\$73,700	\$73,700	
518 Culinary Area and Stair 135	1	ls	\$0	\$0	
519 Sand and Refinish Existing Wood Floor	1	ls	\$0	\$0	Included
520 Floor Protection	1	sf	\$3	\$3	
521 SRO Addition	1	ls	\$0	\$0	
522 Patch, Sand and Refinish Existing Wood Stair Treads	0	lf	\$0	\$0	Not Included
523 Patch, Sand and Refinish Existing Wood Stair Landings	0	sf	\$0	\$0	Not Included
524 Floor Protection	0	sf	\$0	\$0	Not Included
525 Classroom Area and Aviation	1	ls	\$0	\$0	Included
526 Patch, Sand and Refinish Existing Wood Floor In Corridor and Offices	1	ls	\$0	\$0	Included
527 Patch, Sand and Refinish Existing Wood Floor at Flex Lab	1	ls	\$0	\$0	Included
528 New Wood Floor at Corridor	1	ls	\$0	\$0	Included
529 New Wood Floor at Main Corridor Missing Flooring	1	ls	\$0	\$0	Included
530 Floor Protection	4687	sf	\$2	\$8,202	
531					
532 Total 096400 - Wood Flooring				\$81,905	
533 096723 - Resinous Flooring					
534 Concrete Topping Under Resinous Flooring	1	ls	\$0	\$0	
535 Substrate Prep	5310	sf	\$1	\$3,983	
536 Lightweight Edge Stop Forming	800	lf	\$7	\$5,200	
537 Concrete Topping Place and Finish	5310	sf	\$12	\$63,720	
538 Concrete Topping Material	30	cy	\$180	\$5,400	
539 Concrete Line Pump	1	ls	\$5,700	\$5,700	
540 Classroom Area and Aviation	0	ls	\$0	\$0	
541 Epoxy Flooring at Aviation	5310	sf	\$13	\$69,030	
542 Floor Preparation	5310	sf	\$4	\$18,585	
543					
544 Total 096723 - Resinous Flooring				\$171,618	
545 099100 - Painting					
546 Basement Level	1026	sf	\$2	\$2,052	
547 Culinary Area and Stair 135	2059	sf	\$2	\$4,118	
548 Paint Stair Handrail	156	lf	\$20	\$3,120	
549 SRO Addition	374	sf	\$2	\$748	
550 Classroom Area and Aviation	12408	sf	\$2	\$24,816	
551 Paint Exposed Ceilings in Aviation	2400	sf	\$3	\$7,200	
552 Professional Development	7640	sf	\$2	\$15,280	
553 Second Level Globeology Renovation	4105	sf	\$2	\$8,210	
554 Paint Exposed Ceilings in Globeology	4105	sf	\$3	\$12,315	
555 Touch-up Walls at End of Project	1	ls	\$16,000	\$16,000	
556 Paint Patching Allowance	1	ls	\$50,000	\$50,000	
557 Paint HM Frames - New	42	ea	\$95	\$3,990	
558 Paint HM Frames - Hardware Replacement	200	ea	\$95	\$19,000	
559 Graphic Allowance - Gallery 140B	185	sf	\$25	\$4,625	Allowance
560 Graphic Allowance - Small Group 142	200	sf	\$25	\$5,000	Allowance
561 Graphic Allowance - Copy Niche 130	130	sf	\$25	\$3,250	Allowance
562 Graphic Allowance - Stair Tower	500	sf	\$25	\$12,500	Allowance
563					



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
Total 099100 - Painting					\$192,224
099300 - Stained & Sealed Concrete					
Aviation	0	ls	\$0	\$0	Not Included. Figured as Resinous
Polished Concrete Floors	0	sf	\$0	\$0	Not Included. Figured as Resinous
Install Epoxy Crack Filler Prior to Grinding	0	sf	\$0	\$0	Not Included. Figured as Resinous
Protection of Concrete Slabs Prior to Polishing	0	sf	\$0	\$0	Not Included. Figured as Resinous
Floor Protection Following Polishing	0	sf	\$0	\$0	Not Included. Figured as Resinous
Second Level Globeology Renovation	1	sf	\$0	\$0	
Mobilization	1	ls	\$2,500	\$2,500	
Polished Concrete Floors	3114	sf	\$8	\$24,912	
Install Epoxy Crack Filler Prior to Grinding	3114	sf	\$0	\$1,401	
Joint Caulking Allowance	1	ls	\$5,000	\$5,000	Allowance
Protection of Concrete Slabs Prior to Polishing	3114	sf	\$2	\$5,450	
Floor Protection Following Polishing	3114	sf	\$3	\$7,785	
Total 099300 - Stained & Sealed Concrete					\$47,048
Total 09 - Finishes					\$1,505,783
10 - Specialties					
101100 - Visual Display Surfaces					
Basement Level	0	ls	\$0	\$0	Not Included
Culinary Area and Stair 135	1	ls	\$0	\$0	
Visual Display Surfaces	1	sub	\$0	\$0	
Marker Boards - 4'x8'	2	ea	\$1,100	\$2,200	
Tack Boards - 4'x8'	1	ea	\$700	\$700	
Projectors and Projection Screens	0	ea	\$0	\$0	Not Included
SRO Addition	1	ls	\$0	\$0	
Classroom Area and Aviation	1	ls	\$0	\$0	
Visual Display Surfaces	1	sub	\$0	\$0	
Marker Boards - 4'x8'	8	ea	\$1,100	\$8,800	
Tack Boards - 4'x8'	4	ea	\$700	\$2,800	
Projectors and Projection Screens	0	ea	\$0	\$0	Not Included
Teaching Wall Monitors	4	ea	\$18	\$72	
Professional Development	1	sf	\$1	\$1	
Visual Display Surfaces	1	sub	\$0	\$0	
Marker Boards - 4'x8'	6	ea	\$1,100	\$6,600	
Tack Boards - 4'x8'	3	ea	\$700	\$2,100	
Projectors and Projection Screens	0	ea	\$0	\$0	Not Included
Teaching Wall Monitors	0	sf	\$18	\$0	Not Included
Second Level Globeology Renovation	1	sf	\$0	\$0	
Visual Display Surfaces	1	sub	\$0	\$0	
Marker Boards - 4'x8'	4	ea	\$1,100	\$4,400	
Tack Boards - 4'x8'	2	ea	\$700	\$1,400	
Projectors and Projection Screens	0	ea	\$0	\$0	Not Included
Teaching Wall Monitors	0	sf	\$18	\$0	Not Included
Total 101100 - Visual Display Surfaces					\$29,073
101400 - Signage					
Replace Room Signage Throughout Building	168	ea	\$100	\$16,800	Allowance
Basement Level	1	ls	\$0	\$0	
Interior Signage	3	ea	\$100	\$300	Allowance. No Signage Schedule Provided
Culinary Area and Stair 135	1	ls	\$0	\$0	
Interior Signage	3	ea	\$100	\$300	Allowance. No Signage Schedule Provided
SRO Addition	1	ls	\$0	\$0	
Interior Signage	1	ea	\$100	\$100	Allowance. No Signage Schedule Provided
New Fire Enunciator Map	1	ea	\$1,075	\$1,075	Allowance. No Signage Schedule Provided
Classroom Area and Aviation	1	ls	\$0	\$0	
Interior Signage	11	ea	\$100	\$1,100	Allowance. No Signage Schedule Provided
Professional Development	1	sf	\$0	\$0	
Interior Signage	15	ea	\$100	\$1,500	Allowance. No Signage Schedule Provided
Second Level Globeology Renovation	1	sf	\$0	\$0	
Interior Signage	9	ea	\$100	\$900	Allowance. No Signage Schedule Provided
Allowance for Wayfinding Signage	1	ls	\$12,500	\$12,500	Allowance. No Signage Schedule Provided
Monument Sign	0	sub	\$0	\$0	
North East Monument Sign - 2" Conduit	1	ea	\$0	\$0	
North East Monument Sign - Cat6 Structured Cabling	1	ea	\$0	\$0	
North East Monument Sign - Pin Mounted Signage	1	ea	\$11,904	\$11,904	
North East Monument Sign - LED Monitor	1	ea	\$0	\$0	
North East Monument Sign - Ardex	1	ea	\$3,452	\$3,452	
North West Monument Sign - Pin Mounted Signage	1	ea	\$5,252	\$5,252	
North West Monument Sign - Ardex	1	ea	\$3,452	\$3,452	
Exterior Building Mounted Sign - New Metal Siding	1	ea	\$0	\$0	
Exterior Building Mounted Sign - New Signage	1	ea	\$0	\$0	
Exterior Building Mounted Sign - New LED Monitor	1	ea	\$0	\$0	
LED Signs at Monument Sign	2	ea	\$50,000	\$100,000	Allowance
Total 101400 - Signage					\$158,635
102600 - Wall Protection					



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
643 Basement Level	0	ls	\$0	\$0	Not Included
644 Culinary Area and Stair 135	0	ls	\$0	\$0	Not Included
645 SRO Addition	0	ls	\$0	\$0	Not Included
646 Classroom Area and Aviation	0	ls	\$0	\$0	Not Included
647 Professional Development	0	sf	\$1	\$0	Not Included
648 Second Level Globeology Renovation	0	sf	\$0	\$0	Not Included
649					
650 Total 102600 - Wall Protection				\$0	
651 104416 - Fire Extinguishers					
652 Basement Level	1	ls	\$0	\$0	
653 Fire Extinguishers	1	sub	\$0	\$0	
654 10# Multipurpose Fire Extinguishers	2	ea	\$150	\$300	
655 Cabinets - White, Semi-Recessed, Full Glass Door	2	ea	\$200	\$400	
656 Culinary Area and Stair 135	1	ls	\$0	\$0	
657 Fire Extinguishers	1	sub	\$0	\$0	
658 10# Multipurpose Fire Extinguishers	2	ea	\$150	\$300	
659 Cabinets - White, Semi-Recessed, Full Glass Door	2	ea	\$200	\$400	
660 SRO Addition	1	ls	\$0	\$0	
661 Fire Extinguishers	1	sub	\$0	\$0	
662 10# Multipurpose Fire Extinguishers	1	ea	\$150	\$150	
663 Cabinets - White, Semi-Recessed, Full Glass Door	1	ea	\$200	\$200	
664 Classroom Area and Aviation	1	ls	\$0	\$0	
665 Fire Extinguishers	1	sub	\$0	\$0	
666 10# Multipurpose Fire Extinguishers	5	ea	\$150	\$750	
667 Cabinets - White, Semi-Recessed, Full Glass Door	5	ea	\$200	\$1,000	
668 Professional Development	1	sf	\$0	\$0	
669 Fire Extinguishers	1	sub	\$0	\$0	
670 10# Multipurpose Fire Extinguishers	2	ea	\$150	\$300	
671 Cabinets - White, Semi-Recessed, Full Glass Door	2	ea	\$200	\$400	
672 Second Level Globeology Renovation	1	sf	\$0	\$0	
673 Fire Extinguishers	1	sub	\$0	\$0	
674 10# Multipurpose Fire Extinguishers	2	ea	\$150	\$300	
675 Cabinets - White, Semi-Recessed, Full Glass Door	2	ea	\$200	\$400	
676					
677 Total 104416 - Fire Extinguishers				\$4,900	
678 108000 - Toilet Accessories					
679 Toilet Accessories	1	ls	\$5,576	\$5,576	
680 Classroom Area and Aviation	1	ls	\$0	\$0	
681 Grab Bars Up to 42"	6	ea	\$0	\$0	
682 Toilet Tissue Dispenser	5	ea	\$0	\$0	
683 Paper Towel Dispenser/Trash Combination Unit	3	ea	\$0	\$0	
684 24" x 36" Framed Mirror	5	ea	\$0	\$0	
685 Baby Changing Table	1	ea	\$0	\$0	
686 Installation	0	ls	\$0	\$0	Included
687 Professional Development	1	sf	\$0	\$0	
688 Grab Bars Up to 42"	3	ea	\$0	\$0	
689 Toilet Tissue Dispenser	1	ea	\$0	\$0	
690 Paper Towel Dispenser/Trash Combination Unit	1	ea	\$0	\$0	
691 24" x 36" Framed Mirror	1	ea	\$0	\$0	
692 Installation	0	ls	\$0	\$0	Included
693 Second Level Globeology Renovation	0	ls	\$0	\$0	
694					
695 Total 102113 - Toilet Accessories				\$5,576	
696					
697 Total 10 - Specialties				\$198,184	
698					
699 11 - Equipment					
700 113000 - Residential Equipment					
701 Residential Equipment	0	sub	\$0	\$0	Not Included
702					
703 Total 113000 - Residential Equipment				\$0	
704 114000 - Food Service Equipment					
705 Culinary Classroom Allowance	1	sub	\$50,000	\$50,000	Allowance
706					
707 Total 114000 - Food Service Equipment				\$50,000	
708 115000 - Laboratory Equipment					
709 Laboratory Equipment	0	sub	\$0	\$0	Not Included
710 Fume Hood	0	ea	\$0	\$0	Not Included
711					
712 Total 115000 - Laboratory Equipment				\$0	
713 115200 - Audio/Visual Equipment					
714 Mountain States A/V Proposal	0	ls	\$0	\$0	Not Included. By Owner
715 Basement Level	0	ls	\$0	\$0	Not Included. By Owner
716 Culinary Area and Stair 135	0	ls	\$0	\$0	Not Included. By Owner
717 SRO Addition	0	ls	\$0	\$0	Not Included. By Owner
718 Classroom Area and Aviation	0	ls	\$0	\$0	Not Included. By Owner
719 Professional Development	0	sf	\$1	\$0	Not Included. By Owner
720 Second Level Globeology Renovation	0	sf	\$0	\$0	Not Included. By Owner
721					
722 Total 115200 - Audio/Visual Equipment				\$0	



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes	
723						
724	Total 11 - Equipment			\$50,000		
725						
726	12 - Furnishings					
727	122000 - Window Treatments					
728	SRO Addition	0	ls	\$0	\$0	Not Included
729	Classroom Area and Aviation	0	ls	\$0	\$0	
730	Window Treatments at New Windows	1	ls	\$3,450	\$3,450	
731	Professional Development	0	sf	\$0	\$0	Not Included
732	Second Level Globeology Renovation	1	ls	\$0	\$0	Included
733						
734	Total 122000 - Window Treatments			\$3,450		
735	123553 - Laboratory Casework					
736	Laboratory Casework	0	sub	\$0	\$0	
737						
738	Total 123553 - Laboratory Casework			\$0		
739	129300 - Site Furnishings					
740	Site Furnishings	0	sub	\$0	\$0	Not Included
741						
742	Total 129300 - Site Furnishings			\$0		
743						
744	Total 12 - Furnishings			\$3,450		
745						
746	13 - Special Construction - N/A					
747	Total 13 - Special Construction - N/A			\$0		
748						
749	14 -Conveying Equipment					
750	142000 - Elevators					
751	Elevator Operator for Fire Alarm Upgrade	1	ls	\$10,000	\$10,000	Allowance
752						
753	Total 142000 - Elevators			\$10,000		
754						
755	Total 14 - Conveying Equipment			\$10,000		
756						
757	21 - Fire Suppression					
758	210000 - Fire Suppression					
759	Fire Suppression	1	ls	\$124,600	\$124,600	
760	Basement Level	1	ls	\$0	\$0	
761	Culinary Area and Stair 135	1	ls	\$0	\$0	
762	Kitchen Hood Ansul System Modification	0	ls	\$0	\$0	Scope Deleted
763	SRO Addition	1	ls	\$0	\$0	
764	Classroom Area and Aviation	1	ls	\$0	\$0	
765	Professional Development	1	sf	\$0	\$0	
766	Second Level Globeology Renovation	1	sf	\$0	\$0	
767	Add Flow Tamper Switches to Backflow for Preaction Zones	1	ls	\$0	\$0	Included
768	Change Valves at Preaction Zones	1	ls	\$0	\$0	Included
769	Fire Suppression System Design	1	ls	\$9,500	\$9,500	Allowance
770	Fire Suppression Allowance for Additional AHJ Requirements	1	ls	\$20,000	\$20,000	Allowance
771						
772	Total 210000 - Fire Suppression			\$154,100		
773						
774	Total 21 - Fire Suppression			\$154,100		
775						
776	22 - Plumbing					
777	220000 - Plumbing					
778	Plumbing	1	ls	\$211,806	\$211,806	
779	Basement Level	0	ls	\$0	\$0	Not Included. No Scope
780	Culinary Area and Stair 135	0	ls	\$0	\$0	Not Included. No Scope
781	SRO Addition	0	ls	\$0	\$0	Not Included. No Scope
782	Classroom Area and Aviation	9	ea	\$0	\$0	Included
783	Extend Lines to Connect to Existing System	1	ls	\$0	\$0	
784	Compressed Air - Robotics Lab	1	ls	\$36,000	\$36,000	Allowance - No Design
785	Compressed Air - Smart Grid	1	ls	\$36,000	\$36,000	Allowance - No Design
786	Professional Development	1	ls	\$0	\$0	Included
787	Plumbing Allowance for Design Progression	1	ls	\$50,000	\$50,000	Allowance for Completion of Design
788	Second Level Globeology Renovation	0	sf	\$0	\$0	Not Included. No Scope
789	Drinking Fountains with Bottle Fillers	2	ea	\$0	\$0	Included
790	Test and Balance - Wet Side	1	ls	\$8,620	\$8,620	
791	Repairs to Existing Chillers	1	ls	\$0	\$0	Not Included
792						
793	Total 220000 - Plumbing			\$342,426		
794						
795	Total 22 - Plumbing			\$342,426		
796						
797	23 - HVAC					
798	230000 - HVAC					
799	Mechanical Piping	1	ls	\$267,140	\$267,140	
800	HVAC	1	ls	\$331,100	\$331,100	
801	Basement Level	1	ls	\$0	\$0	Included
802	Culinary Area and Stair 135	1200	sf	\$0	\$0	Included



DCSD Legacy Campus
50% CDs - IGMP
Exhibit C: GMP Itemization
August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
803 SRO Addition	370	sf	\$0	\$0	Included
804 Classroom Area and Aviation	10000	sf	\$0	\$0	Included
805 Professional Development	7400	sf	\$0	\$0	Included
806 Second Level Globeology Renovation	5600	sf	\$0	\$0	Included
807 Setpoint Controls - Phase 1 Renovation Controls on new Equipment	1	ls	\$83,485	\$83,485	Quote dated 7/22/22
808 Setpoint Controls - Remove & Replace existing with Set Point	1	ls	\$799,912	\$799,912	Quote dated 7/22/22
809 Setpoint Controls - Replace Valves other than Terminal Valves	0	ls	\$0	\$0	Not Included
810 Setpoint Controls - Replace all Terminal Unit Valves	1	ls	\$170,676	\$170,676	Quote dated 7/22/22
811 Setpoint Controls - Replace existing VFD's	1	sf	\$18,215	\$18,215	Quote dated 7/22/22
812 Setpoint Controls - Add Facility Scheduler Software	1	sf	\$0	\$0	Not Included
813 Setpoint Controls - Add VFD's to Systems	0	sf	\$0	\$0	Not Included
814 Controls - Raceways at Renovation Only	1	ls	\$26,302	\$26,302	
815 Destratification Fan at Aviation	3	ea	\$3,500	\$10,500	Airus AirPair
816 IT Split Systems	3	ea	\$8,500	\$25,500	
817 Replace Existing Boiler Pumps	0	ea	\$200,000	\$0	Not Included - See Scope Adjustment Log
818 Test and Balance - Before Project Start	1	ls	\$40,000	\$40,000	
819 Test and Balance - After Renovation	1	ls	\$40,000	\$40,000	
820 HVAC Allowance for Progression of Design	1	ls	\$100,000	\$100,000	Allowance for Completion of Design
821 Dumpster & Hauling for Plumbing Debris	1	ls	\$14,260	\$14,260	
822 Temporary Heating During Construction	1	ls	\$30,000	\$30,000	Allowance. Natural Gas by Owner
823					
824 Total 230000 - HVAC				\$1,957,090	
825					
826 Total 23 - HVAC				\$1,957,090	
827					
828 26 - ELECTRICAL					
829 260000 - ELECTRICAL					
830 Electrical	1	ls	\$0	\$0	
831 Demo	1	ls	\$51,964	\$51,964	
832 Power and Distribution	1	ls	\$614,515	\$614,515	
833 Lighting Controls	1	ls	\$22,667	\$22,667	
834 Light Fixture Package	1	ls	\$296,616	\$296,616	Allowance
835 Power to Mechanical Equipment	1	ls	\$57,620	\$57,620	
836 Vape Sensor System - Raceways and Conduits	1	ls	\$4,737	\$4,737	
837 Electrical Allowance for Progression of Design	1	ls	\$100,000	\$100,000	Allowance for Completion of Design
838 Generator	0	ls	\$0	\$0	Not Included
839 Remove and Cap Exposed Wiring at Concrete Path	1	ls	\$6,000	\$6,000	Note 7 on A001.1 - Allowance
840 Demo and Cap Electrical at Site Statues	1	ls	\$6,000	\$6,000	Note 8 on A001.1 - Allowance
841 Electrical Permits & Fees	1	ls	\$0	\$0	Included
842 Dumpster & Hauling for Electrical Debris	1	ls	\$3,790	\$3,790	
843					
844 Total 260000 - Electrical				\$1,163,909	
845					
846 Total 26 - Electrical				\$1,163,909	
847					
848 27 - Communications					
849 271000 - Structured Cabling					
850 Boxes and Conduits for Structured Cabling	1	ls	\$69,111	\$69,111	Allowance
851 Mountain States Proposal	0	ls	\$0	\$0	Not Included. By Owner
852 Relocate Existing Racks and Wiring	0	ls	\$0	\$0	Not Included. By Owner
853					
854 Total 271000 - Structured Cabling				\$69,111	
855 274100 - Audio-Video System					
856 Boxes and Conduits for A/V System	1	ls	\$9,970	\$9,970	Allowance
857 A/V System	0	ls	\$0	\$0	By Owner
858					
859 Total 274100 - Audio-Video System				\$9,970	
860 275100 - Paging Systems					
861 Boxes and Conduits for Intercom and Wireless Clock System	1	ls	\$4,256	\$4,256	Allowance
862 Intercom and Wireless Clocks System - Sterling Communications	1	ls	\$200,177	\$200,177	Quote dated 06/30/22
863					
864 Total 275100 - Paging Systems				\$204,433	
865 275313 - Clock Systems					
866 Clock System - Sterling Communications	0	ls	\$0	\$0	Included above
867					
868 Total 275313 - Clock Systems				\$0	
869 275319 - Internal Cellular Systems					
870 Bidirectional Amplification System	0	sub	\$0	\$0	Not Included - By Owner
871 Head End Equipment & Distributed Amplifiers	0	ls	\$0	\$0	Not Included - By Owner
872 Cabling for Potential System	0	sf	\$0	\$0	Not Included - By Owner
873 Radio Frequency Test	1	ls	\$2,422	\$2,422	
874					
875 Total 275319 - Internal Cellular Systems				\$2,422	
876					
877 Total 27 - Communications				\$285,936	
878					
879 28 - Electronic Safety & Security					
880 281300 - Electronic Safety & Security					
881 Boxes and Conduits for CCTV	1	ls	\$33,661	\$33,661	Allowance
882 Boxes and Conduits for Access Control	1	ls	\$73,277	\$73,277	Allowance
883 Boxes and Conduits for Intrusion Detection	1	ls	\$26,123	\$26,123	Allowance



DCSD Legacy Campus
 50% CDs - IGMP
 Exhibit C: GMP Itemization
 August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
884 Convergent - Video Surveillance	1	ls	\$134,342	\$134,342	
885 Convergent - Video Surveillance Cabling	1	ls	\$9,248	\$9,248	
886 Allowance for Patch/Repair at Camera Locations	120	ea	\$719	\$86,280	Patching Allowance
887 Convergent - Access Control	1	ls	\$48,755	\$48,755	
888 Convergent - Access Control Cabling	1	ls	\$14,374	\$14,374	
889 Allowance for Patch/Repair at Access Controls	52	ea	\$1,019	\$52,988	Allowance
890 Convergent - Intrusion Detection	1	ls	\$9,632	\$9,632	
891 Convergent - Intrusion Detection Cabling	1	ls	\$5,560	\$5,560	
892 Allowance for Patch/Repair at Intrusion Detection	101	ea	\$1,019	\$102,919	Allowance
893 Convergent - Labor	1	ls	\$316,822	\$316,822	
894 Convergent - Contingency/Bid Discrepancy	1	ls	\$30,594	\$30,594	
911					
912 Total 281300 - Electronic Safety & Security					\$944,575
913 283000 - Electronic Detection & Alarm					
914 Fire Alarm System - Renovation	1	ls	\$43,089	\$43,089	Allowance - Pending South Metro Fire
915 Fire Alarm System - Full Replacement	1	ls	\$615,400	\$615,400	Allowance - Pending South Metro Fire
916 Boxes and Conduits for Fire Alarm System	1	ls	\$65,000	\$65,000	Allowance - Pending South Metro Fire
917 Patching Finishes for Fire Alarm Work	1	ls	\$35,000	\$35,000	Allowance - Pending South Metro Fire
918					
919 Total 283000 - Electronic Detection & Alarm					\$758,489
920					
921 Total 28 - Electronic Safety & Security					\$1,703,064
922					
923 31 - Earthwork					
924 310000 - Earthwork					
925 Earthwork	1	ls	\$81,260	\$81,260	
926 Surveying for New Service Drive	1	ls	\$9,900	\$9,900	
927 Cut in New Service Drive	1	ls	\$0	\$0	Included
928 Fine Grading for New Drive	1867	sy	\$3	\$5,601	
929 Excavate and Backfill New Foundations	1	ls	\$0	\$0	Included
930 Fine Grade Foundations and Slab	1	sub	\$5,380	\$5,380	
931 Import & Spread 6" Free Draining Gravel Under SOG	1	sub	\$2,126	\$2,126	
932 Furnish & Install 6 Mil Poly Vapor Barrier Under SOG	1	ls	\$1,626	\$1,626	
933 Export Spoils	38	cy	\$0	\$0	Included
934 Gravel at Access Drive	1	ls	\$15,078	\$15,078	Class 6 CDOT
935 Revise Surface Drainage at Vestibule Doors	0	ls	\$0	\$0	Note 1 on A001.1. Not Included
936 Revise Surface Drainage at East Courtyard Doors	0	ls	\$0	\$0	Note 2 on A001.1. Not Included
937 Fix Trip Hazard Flagstones at Fountain	1	ls	\$3,928	\$3,928	Note 3 on A001.1. Allowance
938 Fix Heaving Sandstone Pavers Due to Tree Roots	1	ls	\$16,160	\$16,160	Note 4 on A001.1. Allowance
939 Repair Existing Concrete Walk Along Lincoln Avenue	0	ls	\$0	\$0	Not Included
940 Protect Existing Courtyard	1	ls	\$10,380	\$10,380	
941 Dewatering of Excavations	0	sub	\$0	\$0	Not Included
942 Ground Thaw Units	0	sub	\$0	\$0	Not Included
943 Remediation of Hazardous Materials Found in the Soil	0	sub	\$0	\$0	Not Included
944 Import of Soils to Replace Debris or Contaminated Soils	0	sub	\$0	\$0	Not Included
945					
946 Total 310000 - Earthwork					\$151,439
947 312500 - Erosion & Sediment Controls					
948 Vehicle Tracking Pad 20' x 50'	1	ea	\$2,500	\$2,500	
949 Add Stone to Vehicle Tracking Pad	1	ea	\$650	\$650	
950 Remove Vehicle Tracking Pad	44	cy	\$30	\$1,333	
951 Concrete Truck Washout & Maintenance	1	ls	\$2,310	\$2,310	
952 Maintain Concrete Washout	1	ls	\$2,440	\$2,440	
953 Remove Sediment Deposits After Weather Event	240	hrs	\$81	\$19,440	
954 Silt Fence	976	lf	\$5	\$4,880	
955 Maintain Silt Fence	160	hrs	\$66	\$10,560	
956 Inlet Protection	100	lf	\$15	\$1,500	
957 Maintain Inlet Protection	24	hrs	\$61	\$1,464	
958 Street Sweeper for Bobcat	11	mo	\$1,948	\$21,423	
959 Fugative Dust Control Permit	0	ls	\$200	\$0	Not Included
960 Engineered Stormwater Management Permit (year #1)	1	ls	\$350	\$350	
961 Engineered Stormwater Management Plan	1	ls	\$1,200	\$1,200	
962 Erosion Control Audits	4	ea	\$350	\$1,400	
963					
964 Total 312500 - Erosion & Sediment Controls					\$71,450
965 314000 - Shoring					
966 Shoring and Underpinning	0	sub	\$0	\$0	Not Included
967					
968 Total 314000 - Shoring					\$0
969					
970 Total 31 - Earthwork					\$222,889
971					
972 32 - Exterior Improvements					
973 321200 - Asphalt Paving					
974 Mobilization	0	ea	\$1,550	\$0	
975 Subgrade Prep - 12" Scarify and Recompact	0	sy	\$7	\$0	Not Included. See Scope Adjustment Log
976 Chemical Soil Stabilization	0	sf	\$0	\$0	Not Included
977 Sawcut for Asphalt Repair at ADA Parking Spaces	300	lf	\$6	\$1,800	
978 Repair Asphalt at Existing Accesible Parking Spaces	267	sf	\$65	\$17,333	Note 18 on A001.1 - Allowance



DCSD Legacy Campus
50% CDs - IGMP
Exhibit C: GMP Itemization
August 24, 2022

Description	Quantity	Unit	Total unit	Total	Notes
979 Asphalt for New Drive	0	sy	\$65	\$0	Not Included. See Scope Adjustment Log
980 Allowance for Asphalt Price Escalation at Time of Placement	0	ls	\$8,402	\$0	Allowance in SAL
981 Traffic Signage at New Drive	1	ls	\$2,500	\$2,500	Allowance in SAL
982					
983 Total 321200 - Asphalt Paving					\$21,633
984 321300 - Site Concrete					
985 Curb and Gutter for New Drive	760	lf	\$25	\$19,000	Allowance
986 Site Concrete Material For New Drive	113	cy	\$180	\$20,286	Allowance
987 Fibermesh for Site Concrete	113	cy	\$9	\$1,017	Allowance
988 Concrete Sidewalk	400	sf	\$6	\$2,200	Allowance
989 Concrete Valley Pan	60	sf	\$6	\$330	Allowance
990 Concrete ADA Ramps	2	ea	\$1,350	\$2,700	Allowance
991 Site Concrete Patching Allowance	3000	sf	\$5	\$15,000	Allowance
992 Repair/Replace Concrete Walk Along Lincoln Ave	0	ls	\$0	\$0	Note 6. Not Included. Scope undefined.
993 Repair Cracked and Spalled Site Stairs North of Building	0	ls	\$0	\$0	Note 9 on A001.1. Not Included
994 Repair Cracked and Spalled Site Stairs at Loading Dock	0	ls	\$0	\$0	Note 13 on A001.1. Not Included
995 New Trench Drain and Concrete Repair West of Auditorium	1	ls	\$7,630	\$7,630	Note 14 on A001.1 - Allowance
996 Repair Existing 5' Concrete Ramp in Courtyard	500	sf	\$13	\$6,500	Note 12 on A001.1 - Allowance
997 Remove and Replace Sidewalk ADA Ramp in Courtyard	1	ls	\$3,500	\$3,500	Note 15 on A001.1 - Allowance
998 Repair, Replace and Re-Level Sandstone Pavers in Courtyard	1	ls	\$12,260	\$12,260	Note 16 on A001.1 - Allowance
999 Repair/Replace Concrete at ADA Parking Spots	0	ls	\$0	\$0	Note 17 on A001.1. Not Included
1000 Clean & Sweep Site Concrete Prior to Turnover	1	ls	\$2,690	\$2,690	
1001					
1002 Total 321300 - Site Concrete					\$93,113
1003 321400 - Unit Paving					
1004 Concrete Pavers	1	sub	\$0	\$0	Included in Patch and Repair Allowance Above
1005					
1006 Total 321400 - Unit Paving					\$0
1007 321700 - Pavement Markings					
1008 Parking Lot Pavement Striping	1	ls	\$750	\$750	Allowance
1009					
1010 Total 321700 - Pavement Markings					\$750
1011 323100 - Fences & Gates					
1012 Aluminum Fence 6'	0	sub	\$0	\$0	Not Included
1013 Fence at Detention Pond	0	sub	\$0	\$0	Not Included
1014					
1015 Total 323100 - Fences & Gates					\$0
1016 329000 - Planting					
1017 Landscaping Patching Allowance	1	sub	\$25,000	\$25,000	Allowance
1018 Irrigation Patching	1	ls	\$35,000	\$35,000	Allowance
1019 Evergreen Screen Wall at Loading Dock	1	sub	\$3,600	\$3,600	Allowance
1020					
1021 Total 329000 - Planting					\$63,600
1022					
1023 Total 32 - Exterior Improvements					\$179,096
1024					
1025 33 - Utilities					
1026 331000 - Water Utilities					
1027 Water Utility Subcontractor Proposal	0	sub	\$0	\$0	Not Included. No Scope
1028					
1029 Total 331000 - Water Utilities					\$0
1030 333000 - Sanitary Sewer					
1031 Sanitary Sewer	0	ea	\$0	\$0	Not Included. No Scope
1032					
1033 Total 333000 - Sanitary Sewer					\$0
1034 334000 - Storm Drainage Utilities					
1035 Rain Garden Allowance for New Drive	1	ls	\$35,000	\$35,000	Allowance
1036 Trash Grates at Detention Pond	3	ea	\$8,952	\$26,856	Allowance. Note 11 on A001.1
1037					
1038 Total 334000 - Storm Drainage Utilities					\$61,856
1039 334600 - Subdrainage					
1040 New Cleanout Covers at Existing Perimeter Drain at SRO	1	ls	\$200	\$200	
1041					
1042 Total 334600 - Subdrainage					\$200
1043					
1044 Total 33 - Utilities					\$62,056

EXHIBIT D - DCSD Legacy Campus

Printed: 8/16/2022

*** Remaining Work

Line	Name	OD	Start	Finish	2022												2023			
					August	September	October	November	December	January	February	March	April	May	June	July	August	September		
1	Project Summary	358d	Mar 21 22	Aug 15 23																
	Project Milestones	358d	Mar 21 22	Aug 15 23																
	Contract Milestones	260d	Aug 08 22	Aug 15 23																
4	Notice-to-Proceed Received	0d	Aug 08 22 *	Aug 08 22																
5	Start Construction / Start Contract Time	0d	Oct 04 22	Oct 04 22																
6	Overall Project Duration - per Contract (Calendar Days)	316d	Oct 04 22	Aug 15 23																
7	Anticipated Weather Impacts (Orig # of days)	0d	Aug 08 22	Aug 08 22																
8	Substantial Completion Received (Contract Date)	0d	Aug 03 23	Aug 03 23																
9	TCO Received	0d	Aug 03 23	Aug 03 23																
10	Final Completion (Contract Date)	0d	Aug 07 23	Aug 07 23																
	Design Summary	116d	Mar 21 22 A	Sep 01 22																
12	Construction Documents (CD) Complete	0d	Aug 08 22 *	Aug 08 22																
13	IFC / GMP Documents (CD) Complete	0d	Sep 01 22 *	Sep 01 22																
	PreCon	121d	Apr 15 22 A	Oct 05 22																
15	All Permit - Submit, Review & Receives Received	0d	Aug 08 22	Aug 08 22																
16	50% CD Pricing Complete	0d	Aug 29 22 *	Aug 29 22																
17	Finalize GMP Pricing	0d	Sep 15 22 *	Sep 15 22																
18	Buyout Complete	0d	Oct 05 22	Oct 05 22																
	Impacts	1d	Aug 08 22	Aug 08 22																
	Weather Impacts	1d	Aug 08 22	Aug 08 22																
21	Snow / Rain / Wind / Mud / Bomb Cyclone / Etc.	1d	Aug 08 22	Aug 08 22																
22	Pre-Construction	247d	Jun 15 22 A	Jun 05 23																
	Permitting & Approvals	77d	Jun 15 22 A	Oct 03 22																
24	Site Improvement Permit - Submit, Review & Receive	19d	Aug 08 22	Sep 01 22																
25	Demolition Permit - Submit, Review & Receive	37d	Jun 15 22 A	Aug 16 22 *																
26	Building Permit - Submit, Review & Receive	40d	Aug 08 22 *	Oct 03 22																
27	Electrical Permit - Submit, Review & Receive	40d	Aug 08 22	Oct 03 22																
28	Plumbing Permit - Submit, Review & Receive	40d	Aug 08 22	Oct 03 22																
29	Mechanical Permit - Submit, Review & Receive	40d	Aug 08 22	Oct 03 22																
30	Fire Sprinkler Permit - Submit, Review & Receive	40d	Aug 08 22	Oct 03 22																
31	Fire Alarm Permit - Submit, Review & Receive	40d	Aug 08 22	Oct 03 22																
32	Access Control Permit - Submit, Review & Receive	40d	Aug 08 22	Oct 03 22																
	Submittals / Shops / Reviews / Lead-Times	209d	Aug 09 22	Jun 05 23																
34	NOA Concrete	0d	Aug 22 22	Aug 22 22																
35	Concrete Mix Designs - Submittals	20d	Aug 22 22	Sep 19 22																
36	Foundation - Helical Piers	10d	Aug 22 22	Sep 02 22																
37	Foundation - Vapor Barrier	20d	Aug 22 22	Sep 19 22																
38	Foundation - VOID Form	20d	Aug 22 22	Sep 19 22																
39	Foundation - Re-bar Shops	20d	Aug 22 22	Sep 19 22																
40	Foundation - Re-bar	10d	Sep 20 22	Oct 03 22																
41	NOA Structural Steel	5d	Aug 22 22	Aug 26 22																
42	Structural Steel - Misc. Steel Shop Drawings	20d	Aug 29 22	Sep 26 22																
43	Structural Steel - Misc. Steel	20d	Sep 27 22	Oct 24 22																
44	NOA Casework	0d	Aug 22 22	Aug 22 22																
45	Casework - Shop Drawings	30d	Aug 22 22	Oct 03 22																



Project Owner: JHL

Progress Period (Data Date): 8/25/2022

Project Start Date: 3/21/2022
Project Finish Date: 8/15/2023

EXHIBIT D - DCSD Legacy Campus

Printed: 8/16/2022

*** Remaining Work

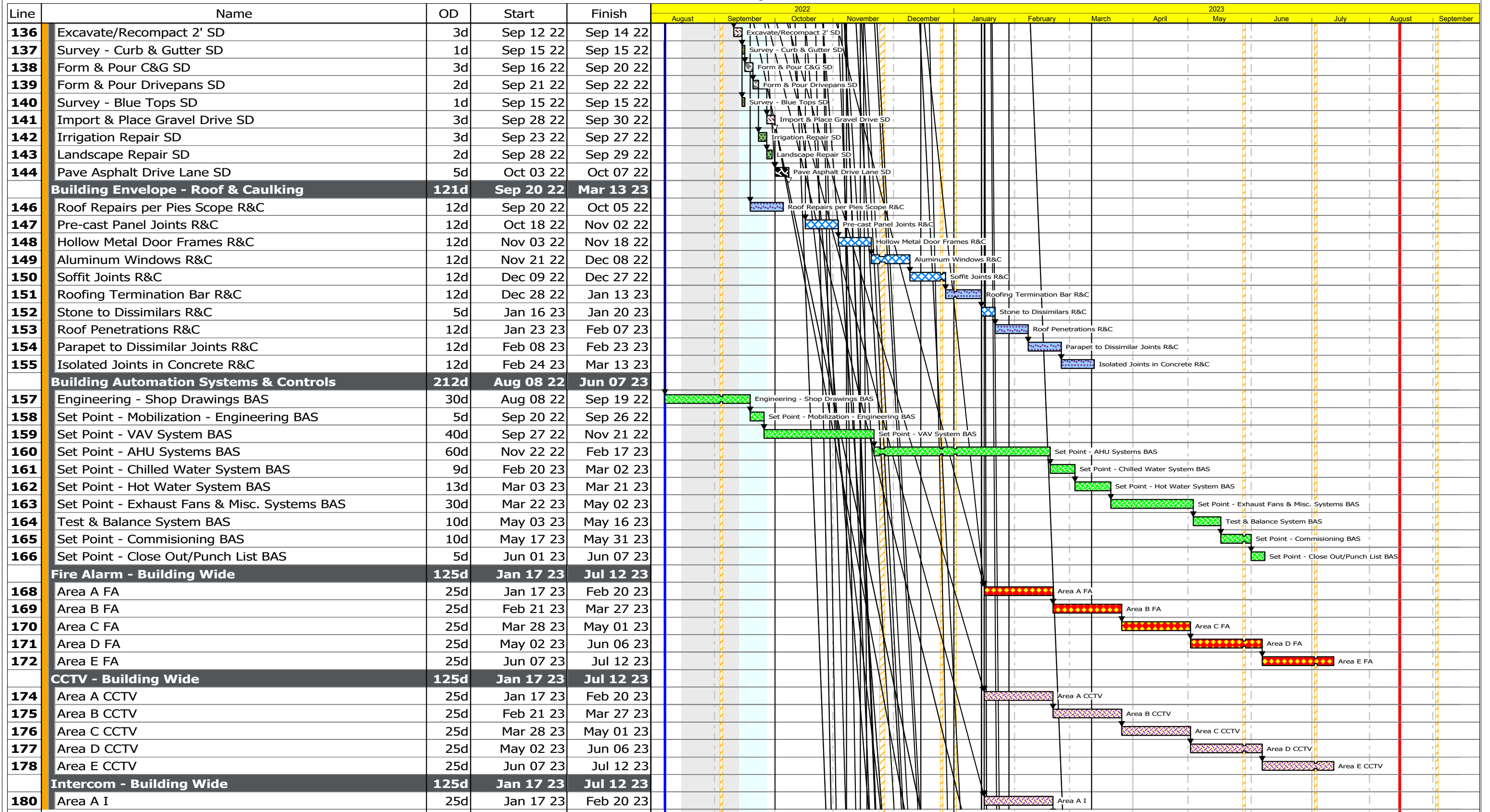
Line	Name	OD	Start	Finish	2022												2023			
					August	September	October	November	December	January	February	March	April	May	June	July	August	September		
91	Rubber Flooring - Stair Treads & Risers	50d	Aug 22 22	Oct 31 22	[Gantt bar: Rubber Flooring - Stair Treads & Risers]															
92	Carpet	50d	Aug 22 22	Oct 31 22	[Gantt bar: Carpet]															
93	Marker Boards	70d	Aug 22 22	Nov 30 22	[Gantt bar: Marker Boards]															
94	Lockers	200d	Aug 22 22	Jun 05 23	[Gantt bar: Lockers]															
95	Toilet Accessories	30d	Aug 22 22	Oct 03 22	[Gantt bar: Toilet Accessories]															
96	Kitchen Equipment - Relocate Ansul System Controls	20d	Aug 22 22	Sep 19 22	[Gantt bar: Kitchen Equipment - Relocate Ansul System Controls]															
97	NOA Fire Suppression	0d	Aug 22 22	Aug 22 22	[Gantt bar: NOA Fire Suppression]															
98	Fire Suppression Shop Drawings	40d	Aug 22 22	Oct 17 22	[Gantt bar: Fire Suppression Shop Drawings]															
99	Fire Suppression Pipe & Fittings	20d	Oct 18 22	Nov 14 22	[Gantt bar: Fire Suppression Pipe & Fittings]															
100	NOA Plumbing	0d	Aug 22 22	Aug 22 22	[Gantt bar: NOA Plumbing]															
101	Plumbing - Toilets & Sinks	30d	Aug 22 22	Oct 03 22	[Gantt bar: Plumbing - Toilets & Sinks]															
102	Plumbing - Pumps	90d	Aug 22 22	Dec 29 22	[Gantt bar: Plumbing - Pumps]															
103	Plumbing - Drinking Fountains	100d	Aug 22 22	Jan 13 23	[Gantt bar: Plumbing - Drinking Fountains]															
104	Plumbing - Balance Valves & Backflows	60d	Aug 22 22	Nov 14 22	[Gantt bar: Plumbing - Balance Valves & Backflows]															
105	NOA HVAC	0d	Aug 22 22	Aug 22 22	[Gantt bar: NOA HVAC]															
106	HVAC - VAV Units	80d	Aug 22 22	Dec 14 22	[Gantt bar: HVAC - VAV Units]															
107	HVAC - Water Heater	80d	Aug 22 22	Dec 14 22	[Gantt bar: HVAC - Water Heater]															
108	HVAC - VFD's	200d	Aug 22 22	Jun 05 23	[Gantt bar: HVAC - VFD's]															
109	NOA Controls	0d	Aug 22 22	Aug 22 22	[Gantt bar: NOA Controls]															
110	Controls - Engineering	50d	Aug 22 22	Oct 31 22	[Gantt bar: Controls - Engineering]															
111	Controls - Devices	80d	Aug 22 22	Dec 14 22	[Gantt bar: Controls - Devices]															
112	NOA Electrical	0d	Aug 09 22	Aug 09 22	[Gantt bar: NOA Electrical]															
113	Electrical - Switch Gear	100d	Aug 09 22	Dec 30 22	[Gantt bar: Electrical - Switch Gear]															
114	Electrical - Electrical Panels	40d	Aug 09 22	Oct 04 22	[Gantt bar: Electrical - Electrical Panels]															
115	Electrical - Lighting & Controls	60d	Aug 09 22	Nov 01 22	[Gantt bar: Electrical - Lighting & Controls]															
116	Electrical - MPTS	160d	Aug 09 22	Mar 27 23	[Gantt bar: Electrical - MPTS]															
117	Electrical - Fire Alarm - Design	30d	Aug 09 22	Sep 20 22	[Gantt bar: Electrical - Fire Alarm - Design]															
118	Electrical - Fire Alarm - Devices	80d	Sep 21 22	Jan 16 23	[Gantt bar: Electrical - Fire Alarm - Devices]															
119	Electrical - Fire Alarm - Control Panel	80d	Aug 09 22	Dec 01 22	[Gantt bar: Electrical - Fire Alarm - Control Panel]															
120	Electrical - Fire Alarm - Annunciator Panel	80d	Aug 09 22	Dec 01 22	[Gantt bar: Electrical - Fire Alarm - Annunciator Panel]															
121	NOA Earthwork	0d	Aug 22 22	Aug 22 22	[Gantt bar: NOA Earthwork]															
122	Earthwork - Structural Fill Submittal	20d	Aug 22 22	Sep 19 22	[Gantt bar: Earthwork - Structural Fill Submittal]															
123	Asphalt - Submittals	20d	Aug 22 22	Sep 19 22	[Gantt bar: Asphalt - Submittals]															
124	Site Fence - Submittals	20d	Aug 22 22	Sep 19 22	[Gantt bar: Site Fence - Submittals]															
125	NOA Utilities	0d	Aug 22 22	Aug 22 22	[Gantt bar: NOA Utilities]															
126	Utilities - Submittals	20d	Aug 22 22	Sep 19 22	[Gantt bar: Utilities - Submittals]															
127	Utilities - Water, Fitting & Valves	80d	Sep 20 22	Jan 13 23	[Gantt bar: Utilities - Water, Fitting & Valves]															
128	Utilities - Stormwater	40d	Sep 20 22	Nov 14 22	[Gantt bar: Utilities - Stormwater]															
129	Utilities - Stormwater Manhole	40d	Sep 20 22	Nov 14 22	[Gantt bar: Utilities - Stormwater Manhole]															
Preconstruction Meetings																				
131	Construction	260d	Aug 08 22	Aug 15 23																
Sitework - Service Drive																				
133	Survey - Over Lot SD	1d	Sep 02 22	Sep 02 22	[Gantt bar: Survey - Over Lot SD]															
134	Relocate Irrigation Lines and Valve Boxes SD	2d	Sep 06 22	Sep 07 22	[Gantt bar: Relocate Irrigation Lines and Valve Boxes SD]															
135	Site Over Lot / Demo SD	2d	Sep 08 22	Sep 09 22	[Gantt bar: Site Over Lot / Demo SD]															

EXHIBIT D - DCSD Legacy Campus

Printed: 8/16/2022

*** Remaining Work

Page 4 of 14



Line	Name	OD	Start	Finish
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Project Owner: JHL

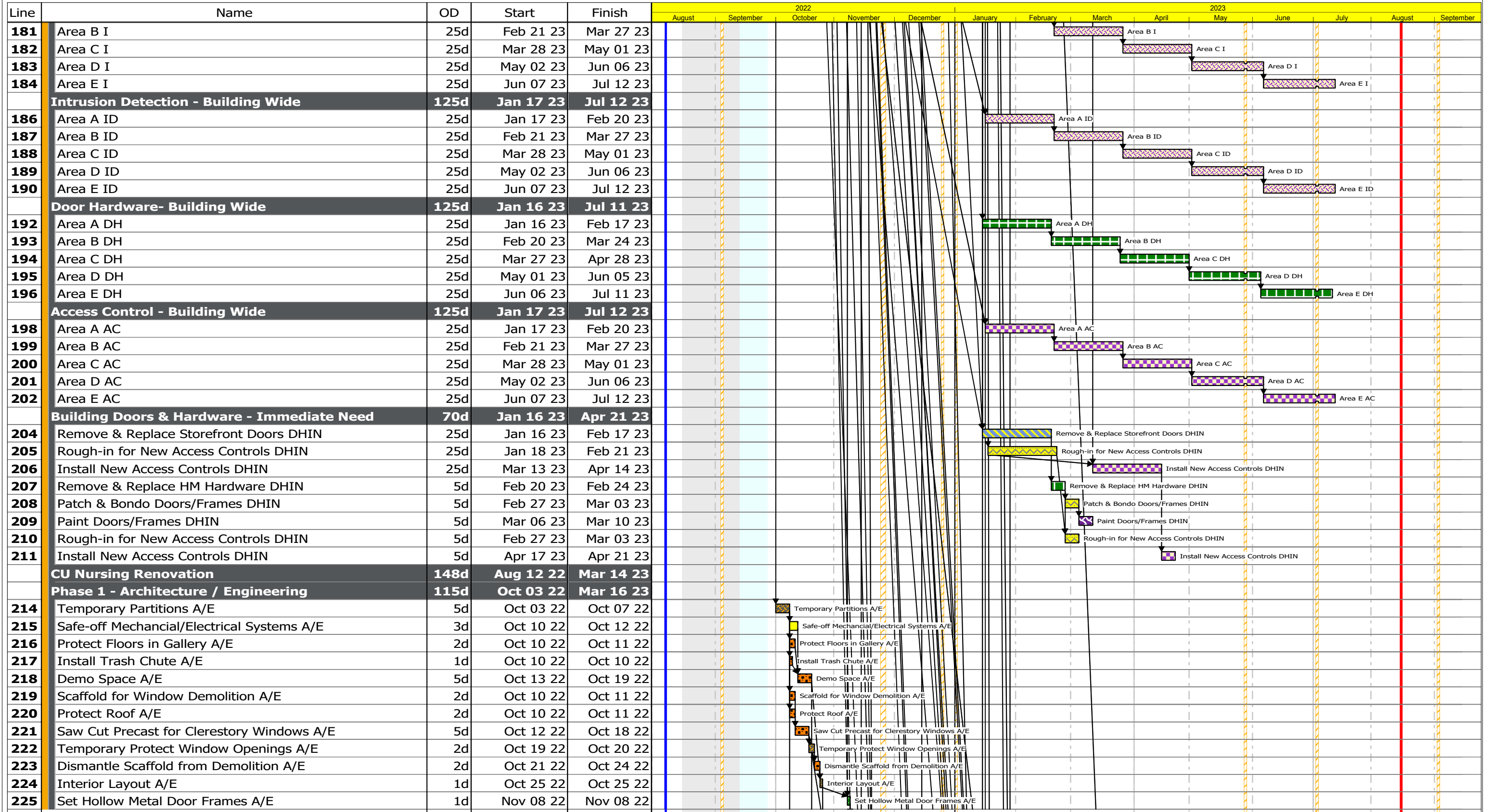
Progress Period (Data Date): 8/25/2022

Project Start Date: 3/21/2022
Project Finish Date: 8/15/2023

EXHIBIT D - DCSD Legacy Campus

Printed: 8/16/2022

*** Remaining Work



Line	Name	OD	Start	Finish
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Exhibit E: Insurance Certificate CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2022

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 Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237		CONTACT NAME: Moody Insurance Agency PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: certrequest@moodyins.com FAX (A/C, No): (303) 370-0118	
INSURED JHL Enterprises, Inc., DBA: JHL Constructors, Inc. 9100 E. Panorama Drive Suite 300 Englewood CO 80112		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indem Co of CT 25682 INSURER B: Travelers Indemnity Company 25658 INSURER C: Travelers Prop Cas Co of America 25674 INSURER D: Pinnacol Assurance 41190 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22/23 Master

REVISION NUMBER:

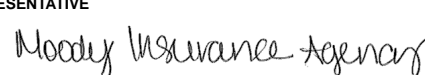
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DTCO8380L206TCT22	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
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			8103L1209422126G	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP9M5655202226	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$ 20,000,000
								\$
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 N	N/A	4079421	04/01/2021	04/01/2022	<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
C	Inland Marine			QT6609472B256TIL22	01/01/2022	01/01/2023	Leased/Rented Equip	450,000
							Scheduled Equip	1,759,211
							Installation Floater	250,000

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

RE: Douglas County School District Peoria Campus Renovation
 Douglas County School District Re. 1 is Additional Insured in regards to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Douglas County School District Re. 1 Construction Department 620 Wilcox Street Castle Rock CO 80104	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 Moody Insurance Agency, Inc.		NAMED INSURED JHL Enterprises, Inc., DBA: JHL Constructors, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Additional Named Insureds: JHL Constructors, Inc.; High Plains Equipment Leasing, LLC ; High Plains Infrastructure

Additional Coverage:

Builders' Risk Policy:

Policy Number: QT6609472B256TIL22. Policy Effective Dates: 1/1/22 to 1/1/23

Insurer: Travelers Property Casualty Company of America

NAIC #: 25674

Coverage Group 1 Wood Frame Limit: \$2,500,000

Coverage Group 2 Joisted Masonry Limit: \$2,500,000

Coverage Group 3 Non-Combustible Limit: \$15,000,000

Coverage Group 4 Masonry Non-Combustible Limit: \$20,000,000

Coverage Group 5 Modified Fire Resistive & Fire Resistive Limit: \$20,000,000

Coverage Group 6 Asphalt/Concrete & Related Work Limit: \$5,000,000

Property In Transit Limit: 250,000

Property In Temporary Storage Limit: \$250,000

Professional / Pollution Liability Policy:

Policy Number: CPPLS00016072

Policy Effective Dates: 1/1/22 to 1/1/23

Insurer: Sirius Insurance Group

Professional liability retroactive date: 1/1/2005

Policy aggregate limit of liability: \$6,000,000

Job Site Pollution each incident and aggregate limits: \$3,000,000

Professional Liability each incident and aggregate limits: \$3,000,000

Redress each incident and aggregate limits: \$3,000,000

Protective each incident and aggregate limits: \$3,000,000

Disaster management costs each incident and aggregate limits: \$250,000

Emergency remediations costs each incident and aggregate limits: \$250,000

Evacuation costs each incident and aggregate limits: \$250,000

Business interruption each incident and aggregate limits: \$3,000,000

Non-owned disposal site each incident and aggregate limits: \$3,000,000

Transportation each incident and aggregate limits: \$3,000,000

FORMS ATTACHED:

General Liability Policy:

CG D3 16 11/11 Contractual liability – railroads only if required by a written contract.

Blanket waiver of subrogation only if required by a written contract.

Blanket additional insured coverage for those entities stated below only if required by a written contract: Owners, manager or lessors of premises; Lessors of leased equipment; States or political subdivisions –permits

CG D2 46 08/05 Form Attached Includes:

Blanket Additional Insured coverage for ongoing and completed operations applies on a primary and non-contributory basis only if required by written contract.

Auto Policy:

CA T3 53 02 15 Blanket Additional Insured status applies only if required by written contract.

Blanket Waiver of Subrogation applies only if required by written contract.

CA T4 74 08/17 Auto Liability Policy applies on a Primary and Non-Contributory basis only if required by a written contract.

Inland Marine/Equipment:

Form CM T8 00 Additional insured status for loss payees if required by written contract or agreement.

Form CM T5 60 01 10 Blanket Loss Payees (as their interest may appear)

Umbrella Policy:

Umbrella Policy is on a follow form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employer's Liability. Additional insured status will follow when required by written contract including primary and non-contributory coverage.

Workers' Compensation Policy:

Form 359-B Blanket Waiver of Subrogation status applies only if required by written contract.

Please Note Hard Copies of Endorsements will not be sent out via mail. All Endorsements will only be sent electronically via email. Please send your email address to certrequest@moodyins.com.

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

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.

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET NAMED INSURED

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following persons or organizations are included as a Named Insured when you have agreed in a written contract or written agreement, executed prior to loss, to name such persons or organizations as a Named Insured, but only to the extent of their financial interest in the Covered Property:

1. Owner(s) of Covered Property;
2. Mortgagee or Loss Payee
3. Contractors; and
4. Sub Contractors and Sub-Sub Contractors.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

NCCI #: WC000313B
Policy #: 4079421

JHL Enterprises dba JHL Constructors
9100 E Panorama Dr Suite 300
Centennial, CO 80112

Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600

ENDORSEMENT: Blanket Waiver of Subrogation

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

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: March 17, 2021 Expires on: April 1, 2022
Pinnacol Assurance has issued this endorsement March 17, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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. 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.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH PROJECT FOR WHICH YOU HAVE AGREED IN A GENERAL AGGREGATE WRITTEN CONTRACT WHICH IS IN EFFECT DURING LIMIT SHOWN ON THE THIS POLICY PERIOD, TO PROVIDE A SEPARATE DECLARATIONS GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACTS IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project

General Aggregate(s):

**GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

deemed to have elected not to complete the Contract. Should the Surety elect to complete the Contract, then it shall, within fifteen (15) additional calendar days following written notice of such election, obtain a contractor, subject to approval by the Owner in writing, to complete the original Contract in accordance with its terms and conditions and thereafter proceed with the work with due diligence and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The Surety may not engage the Principal to complete the Contract, without the prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion. If the Surety elects to complete the Contract, then it shall be entitled to receive the balance of the Contract price, less (i) any amounts paid by the Owner to the Principal; (ii) costs incurred by the Owner in correcting any defective work; (iii) any additional legal, design professional, and other costs incurred by the Owner resulting from the Principal's default; and (iv) liquidated damages caused by delayed performance or nonperformance of the Principal. Any progress payments, less retainage, due but not paid at the date of termination shall be paid to the Surety so long as the Surety has agreed to indemnify the Owner for the amount thereof and no other claims have been made to such funds by subcontractors or suppliers in accordance with the Contract or applicable law.

In the event the Surety elects not to complete the Contract, the Owner may then have the work completed by such means and in such manner, by contract with or without public bidding, or otherwise, as it may deem advisable. The Surety in such event shall at all times make available, as work progresses under the Contract between the Owner and its new contractor, sufficient funds, not to exceed the Penal Sum, to pay the cost of the completion of the Contract pursuant to its terms, together with the other amounts set forth in (i) through (iv) above, but in no event shall the Surety be responsible for the payment of any sums to the Owner until the Owner has paid in full its total obligation under the terms of the original Contract, plus change orders, less deductions and claims chargeable by law or by the Contract, if any, and less the retainage which will be disbursed as provided by the Contract Documents and applicable law.

The procedures set forth herein shall apply should there be a default and termination or a succession of defaults and terminations in fulfilling the terms and conditions of the work under the original Contract.

In the event there are negotiations between the Principal and/or the Surety and the Owner subsequent to the date of termination, each party shall appoint an authorized representative with authority to represent it during the negotiations. All written communications and official discussions between the parties shall be conducted by these authorized representatives. Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is located and shall be instituted before the expiration of three (3) years from the date on which final payment under the Contract is made; provided, however, that this period may be extended by one (1) additional year by the Owner giving written notice to the Surety within the three (3) year period of a potential claim.

Any judgment recovered hereunder by the Owner shall include interest at the legal rate, together with reasonable attorney's fees and costs.

No right of action shall accrue under this Bond to or for the use of any person or entity other than the Owner or its successors and assigns.

IN WITNESS WHEREOF, the Principal and Surety have signed this Performance Bond as of the 16th day of August, 2022.

ATTEST: _____


(SEAL)

JHL Constructors, Inc. _____

By:  _____

(Principal) Ben Steller
President

Address: 9100 E. Panorama Drive, Suite 300
Englewood, CO 80112

ATTEST: _____


(SEAL)

Western Surety Company _____

By:  _____

(Surety) Elizabeth Ostblom
Attorney-in-Fact

Address: 151 N. Franklin Street
Chicago, IL 60606

Claims Telephone No: 312-822-5000

Claims Telecopier No: 303-858-4452

Best's Rating: A

Best's Financial Rating: XIV

Date: August 4, 2022

This Bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and have a Best's Financial Rating of at least class VII. The fully executed bond form must be accompanied by a current Power of Attorney.

END OF PERFORMANCE BOND

The undersigned Surety for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder, or of the specifications, or of the Contract Documents, shall in any way affect its obligation on this Bond and the Surety hereby waives notice of any such extension of time, change, addition, or modification.

Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the address set forth herein.

IN WITNESS WHEREOF, the Principal and Surety have signed this Performance Bond as of the 16th day of August, 2022.

ATTEST:


[Signature]
(SEAL)

JHL Constructors, Inc.

By: [Signature]
(Principal) Ben Stellor
President

Address: 9100 E. Panorama Drive, Suite 300
Englewood, CO 80112

ATTEST:

[Signature]
(SEAL)

Western Surety Company

By: [Signature]
(Surety) Elizabeth Ostblom
Attorney-in-Fact

Address: 151 N. Franklin Street
Chicago, IL 60606

Claims Telephone No.: 312-822-5000

Claims Telecopier No.: 303-858-4452

Best's Rating: A

Best's Financial Rating: XIV

Date: August 4, 2022

This Bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and has a Best's Financial Rating of at least class VII. The fully executed bond form must be accompanied by a current Power of Attorney.

END OF LABOR AND MATERIAL PAYMENT BOND

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Elizabeth Ostblom, Individually

of, Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30166454

Principal: JHL Constructors, Inc.

Obligee: Douglas County School District Re.1

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of August, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Exhibit H: Alterante Prices



Project: DCSD Legacy Campus
 Owner: DCSD
 Architect: Cunningham
 Estimate: 50% CD - IGMP
 Date: 8/24/2022

Baseline Estimate	\$14,036,972
Open	-\$127,168
Open Contingent	\$0
Pending	\$0
Approved	\$0
Current Budget With Approved	\$14,036,972
Rejected	\$642,930
Closed	\$480,733

Scope Adjustment Log

Item Number	Item Date	Description	Status	Status Updated	Costing	Schedule Impact	Open	Open Cont.	Pending	Approved	Rejected	Closed	Decision By:	Comments
Program					\$1,202,738		\$79,075	\$0	\$0	\$0	\$642,930	\$480,733		
1.001	7/27/2022	Hardware Replacement Throughout Building - Allowance	Closed	8/4/2022	\$471,812							\$471,812		Allowance - Included in Base Bid
1.002	7/27/2022	Add Asphalt at Service Drive	Open		\$79,075		\$79,075							
1.003	4/12/2022	Phase 2 Exhibit Demo	Rejected	7/28/2022	\$642,930						\$642,930			
1.004	7/28/2022	Demo Faux Rock Element at A/E	Closed	8/4/2022	\$8,921							\$8,921		Included in Base Bid
1.005			Open				\$0							
Enclosure					-\$304,725		-\$304,725	\$0	\$0	\$0	\$0	\$0		
3.001	6/21/2022	Remove Caulking of Precast Panel Joints and Wall Penetrations	Open		-\$146,140		-\$146,140							
3.002	6/21/2022	Remove Exterior Caulking of Existing Windows from Scope	Open		-\$76,142		-\$76,142							
3.003	6/21/2022	Remove Exterior Caulking of Existing Soffits from Scope	Open		-\$45,656		-\$45,656							
3.004	6/21/2022	Remove Exterior Caulking of Existing Roof from Scope	Open		-\$22,753		-\$22,753							
3.005	6/21/2022	Remove Exterior Caulking of Existing Doors and Dissimilar Materials from Scope	Open		-\$14,033		-\$14,033							
3.006			Open				\$0							
Roofing					-\$171,486		-\$171,486	\$0	\$0	\$0	\$0	\$0		
4.001	6/20/2022	Remove Roofing Repairs from Scope	Open		-\$59,607		-\$59,607							
4.002	6/20/2022	Remove Parapet Cap Repairs from Scope	Open		-\$111,879		-\$111,879							
4.003			Open				\$0							
Interiors					-\$32,516		-\$32,516	\$0	\$0	\$0	\$0	\$0		
5.001	7/28/2022	Patch and Repair Cracked Granite Floor Tile - One Location Only	Open		-\$10,464		-\$10,464							
5.002	7/28/2022	Armstrong Ultima in Lieu of Optima	Open		-\$22,051		-\$22,051							
5.003			Open		\$0		\$0							
HVAC					\$233,055		\$233,055	\$0	\$0	\$0	\$0	\$0		
8.001	4/12/2022	Replacement of the Mechanical Pumps	Open		\$233,055		\$233,055							Allowance
8.007			Open				\$0							
Electrical					\$93,585		\$93,585	\$0	\$0	\$0	\$0	\$0		
10.001	4/12/2022	MPTS Equipment	Open		\$105,613		\$105,613							Included in Estimate
10.002	4/12/2022	Light Fixture Upgrade in Classrooms	Open		TBD		TBD							
10.003	7/28/2022	Remove Relocation of Panels RK1 and RK2	Open		-\$12,028		-\$12,028							
10.004			Open		\$0		\$0							
Civil/Site					-\$24,157		-\$24,157	\$0	\$0	\$0	\$0	\$0		
13.001	6/21/2022	Add Fence Around Detention Pond	Open		TBD		TBD							
13.002	7/27/2022	Survey - As Built of Existing Detention Pond	Open		\$2,762		\$2,762							
13.003	7/27/2022	Remove and Replace Trash Gates at Detention Pond	Open		-\$26,919		-\$26,919							
13.004			Open				\$0							
					\$996,495		-\$127,168	\$0	\$0	\$0	\$642,930	\$480,733		

Open	17	(\$127,168)
Open Cont.	0	\$0
Pending	0	\$0
Approved	0	\$0
Rejected	1	\$642,930
Closed	2	\$480,733

The Value Analysis items listed above have been provided to generate conversation and possible solutions for achieving the owner's desired project scope and budget, and should not be interpreted as engineered solutions. By acceptance of any item and prior to incorporating into the design, the Architect / Engineer of Record shall be solely responsible for verification of all

Exhibit I

Unit Prices – Not Applicable



DCSD Legacy Campus

Exhibit J: Allowances

August 24, 2022

	Description	Value
1	Repair Crack in Concrete Wall	\$9,132
2	Stone Patching/Modifications at New Curtainwall	\$16,530
3	Stone Patching/Modifications at New Storefront and Doors	\$5,515
4	Modify Existing Handrail at Stair 135	\$5,000
5	Roof Frame Allowance	\$7,275
6	Patch Existing Fireproofing	\$20,000
7	Roof Patching Allowance for Mechanical Equipment	\$20,000
8	Misc Flashings and Trim	\$18,576
9	Caulking Storefront to Stone	\$8,500
10	Immediate Needs Hardware Scope	\$154,666
11	Immediate Needs HM Door Replacement	\$104,056
12	Hardware Replacement - Labor and Material	\$412,113
13	Hardware Replacement - Labor for Patch and Repair Existing	\$112,050
14	Renovation Doors, Frames and Hardware	\$378,805
15	CU Hardware Replacement	\$50,112
16	STC01 Framing and Glazing	\$26,400
17	Skimming & Patching Construction Damage	\$43,940
18	Acoustic Sound Control	\$168,000
19	Paint Patching Allowance	\$50,000
20	Graphic Allowance - Gallery 140B	\$4,625
21	Graphic Allowance - Small Group 142	\$5,000
22	Graphic Allowance - Copy Niche 130	\$3,250
23	Graphic Allowance - Stair Tower	\$12,500
24	Joint Caulking Allowance	\$5,000
25	Replace Room Signage Throughout Building	\$16,800
26	Interior Signage	\$4,200
27	New Fire Enunciator Map	\$1,075
28	Allowance for Wayfinding Signage	\$12,500
29	LED Signs at Monument Sign	\$100,000
30	Culinary Classroom Allowance	\$50,000
31	Elevator Operator for Fire Alarm Upgrade	\$10,000
32	Fire Suppression Allowance for Additional AHJ Requirements	\$20,000
33	Compressed Air - Robotics Lab	\$36,000
34	Compressed Air - Smart Grid	\$36,000
35	Plumbing Allowance for Design Progression	\$50,000
36	HVAC Allowance for Progression of Design	\$100,000
37	Temporary Heating During Construction	\$30,000
38	Light Fixture Package	\$296,616
39	Electrical Allowance for Progression of Design	\$100,000
40	Remove and Cap Exposed Wiring at Concrete Path	\$6,000
41	Demo and Cap Electrical at Site Statues	\$6,000
42	Boxes and Conduits for Structured Cabling	\$69,111
43	Boxes and Conduits for A/V System	\$9,970
44	Boxes and Conduits for Intercom and Wireless Clock System	\$4,256
45	Boxes and Conduits for CCTV	\$33,661
46	Boxes and Conduits for Access Control	\$73,277
47	Boxes and Conduits for Intrusion Detection	\$26,123
48	Allowance for Patch/Repair at Camera Locations	\$86,280
49	Allowance for Patch/Repair at Access Controls	\$52,988
50	Allowance for Patch/Repair at Intrusion Detection	\$102,919
51	Fire Alarm System - Renovation	\$43,089
52	Fire Alarm System - Full Replacement	\$615,400
53	Boxes and Conduits for Fire Alarm System	\$65,000
54	Patching Finishes for Fire Alarm Work	\$35,000
55	Fix Trip Hazard Flagstones at Fountain	\$3,928
56	Fix Heaving Sandstone Pavers Due to Tree Roots	\$16,160

57	Repair Asphalt at Existing Accesible Parking Spaces	\$17,333
58	Curb and Gutter for New Drive	\$19,000
59	Site Concrete Material For New Drive	\$20,286
60	Fibermesh for Site Concrete	\$1,017
61	Concrete Sidewalk	\$2,200
62	Concrete Valley Pan	\$330
63	Concrete ADA Ramps	\$2,700
64	Site Concrete Patching Allowance	\$15,000
65	New Trench Drain and Concrete Repair West of Auditorium	\$7,630
66	Repair Existing 5' Concrete Ramp in Courtyard	\$6,500
67	Remove and Replace Sidewalk ADA Ramp in Courtyard	\$3,500
68	Repair, Replace and Re-Level Sandstone Pavers in Courtyard	\$12,260
69	Parking Lot Pavement Striping	\$750
70	Landscaping Patching Allowance	\$25,000
71	Irrigation Patching	\$35,000
72	Evergreen Screen Wall at Loading Dock	\$3,600
73	Rain Garden Allowance for New Drive	\$35,000
74	Trash Grates at Detention Pond	\$26,856
Total Value of Allowances		\$3,987,360

DCSD Legacy Campus

Labor Rates

August 15, 2022

Classification	2022 Hourly Rates	2023 Hourly Rates	2024 Hourly Rates
Supervisory Personnel			
Construction Manager	\$ 144.00	\$ 151.00	\$ 159.00
General Superintendent	\$ 140.81	\$ 148.00	\$ 155.00
Superintendent	\$ 114.29	\$ 120.00	\$ 126.00
Assistant Superintendent	\$ 84.00	\$ 88.00	\$ 92.00
Senior Project Manager	\$ 124.50	\$ 131.00	\$ 138.00
Project Manager	\$ 117.00	\$ 123.00	\$ 129.00
Assistant Project Manager	\$ 98.00	\$ 103.00	\$ 108.00
Project Engineer	\$ 86.50	\$ 91.00	\$ 96.00
Field Engineer	\$ 67.00	\$ 70.00	\$ 74.00
Project Scheduler	\$ 122.00	\$ 128.00	\$ 134.00
Safety Director	\$ 122.39	\$ 129.00	\$ 135.00
Safety Manager	\$ 100.00	\$ 105.00	\$ 110.00
Safety Engineer	\$ 82.00	\$ 86.00	\$ 90.00
Stormwater Manager	\$ 100.00	\$ 105.00	\$ 110.00
Stormwater Engineer	\$ 78.00	\$ 82.00	\$ 86.00
Intern	\$ 46.00	\$ 48.00	\$ 50.00
Information Technology Manager	\$ 102.00	\$ 107.00	\$ 112.00
Quality Manager	\$ 92.00	\$ 97.00	\$ 102.00
Quality Engineer	\$ 78.00	\$ 82.00	\$ 86.00
Classification	2022 Hourly Rates	2023 Hourly Rates	2024 Hourly Rates
Administrative Personnel			
Project Executive	\$ 140.92	\$ 148.00	\$ 155.00
Senior Preconstruction Manager	\$ 135.13	\$ 142.00	\$ 149.00
Preconstruction Manager	\$ 108.00	\$ 113.00	\$ 119.00
Estimator	\$ 87.00	\$ 91.00	\$ 96.00
Project Administrator	\$ 66.00	\$ 69.00	\$ 72.00
Payroll & Human Resources	\$ 66.00	\$ 69.00	\$ 72.00
Project Accountant	\$ 82.00	\$ 86.00	\$ 90.00
Accounts Payable	\$ 66.00	\$ 69.00	\$ 72.00
Controller	\$ 134.00	\$ 141.00	\$ 148.00
Administrative Assistant	\$ 50.00	\$ 53.00	\$ 56.00
Virtual Design & Construction - Director	\$ 132.00	\$ 139.00	\$ 146.00
Virtual Design & Construction - Manager	\$ 120.00	\$ 126.00	\$ 132.00
Virtual Design & Construction - Specialist	\$ 100.00	\$ 105.00	\$ 110.00
Project Coordinator	\$ 74.00	\$ 78.00	\$ 82.00
Classification	2022 Hourly Rates	2023 Hourly Rates	2024 Hourly Rates
Construction Workers / Craft Labor			
General Foreman	\$ 80.00	\$ 84.00	\$ 88.00
Carpenter Foreman	\$ 76.00	\$ 80.00	\$ 84.00
Carpenter	\$ 74.00	\$ 78.00	\$ 82.00
Carpenter Apprentice	\$ 67.00	\$ 70.00	\$ 74.00
Labor Foreman	\$ 64.00	\$ 67.00	\$ 70.00
Laborer General	\$ 58.00	\$ 61.00	\$ 64.00
Concrete Carpenter Foreman	\$ 76.00	\$ 80.00	\$ 84.00
Concrete Carpenter	\$ 74.00	\$ 78.00	\$ 82.00
Concrete Carpenter Apprentice	\$ 67.00	\$ 70.00	\$ 74.00
Concrete Finishing Foreman	\$ 76.00	\$ 80.00	\$ 84.00
Concrete Finisher	\$ 70.00	\$ 74.00	\$ 78.00
Concrete Reinforcing Steel Foreman	\$ 76.00	\$ 80.00	\$ 84.00
Concrete Reinforcing Steel Installer	\$ 66.00	\$ 69.00	\$ 72.00
Concrete General Superintendent	\$ 122.00	\$ 128.00	\$ 134.00
Concrete Superintendent	\$ 110.00	\$ 116.00	\$ 122.00
Concrete Field Engineer	\$ 87.00	\$ 91.00	\$ 96.00
Field Layout - Surveyor	\$ 172.00	\$ 181.00	\$ 190.00
Field Layout - Field / Survey Engineer	\$ 107.00	\$ 112.00	\$ 118.00
Earthwork & Utility Crew Laborer	\$ 58.00	\$ 61.00	\$ 64.00
Earthwork & Utility Crew Pipelayer	\$ 70.00	\$ 74.00	\$ 78.00
Earthwork & Utility Crew Topman	\$ 72.00	\$ 76.00	\$ 80.00
Earthwork & Utility Crew Operator	\$ 80.00	\$ 84.00	\$ 88.00
Earthwork & Utility Crew General Foreman	\$ 89.00	\$ 93.00	\$ 98.00
Earthwork & Utility Crew Superintendent	\$ 126.00	\$ 132.00	\$ 139.00

Notes:

- Overtime work shall be billed at 1.5 times the hourly rates above.
- Sunday/Holiday work shall be billed at 2 times the hourly rates above.
- Hourly rates above include labor burden.
- Hourly rates above are 2021 rates, rates shall increase 5.0% annually year/year beginning 01/01/2022.
- Hourly rates above are lump sum, as mutually agreed upon between the parties, and are not subject to audit.

DCSD Legacy Campus

Equipment Rates

August 15, 2022

Classification	Unit	2022 Hourly Rates	2023 Hourly Rates	2024 Hourly Rates
General Conditions				
Office Trailer Triple Wide - Up to Three 12x60	Each per Month	\$ 3,570.00	\$ 3,748.50	\$ 3,935.93
Office Trailer Double Wide - Up to Two 12x60	Each per Month	\$ 2,940.00	\$ 3,087.00	\$ 3,241.35
Office Trailer Single Wide - Up to 12x60	Each per Month	\$ 1,260.00	\$ 1,323.00	\$ 1,389.15
Office Trailer Triple Wide - Set Up / Break Down	Each per Month	\$ 5,500.00	\$ 5,775.00	\$ 6,063.75
Office Trailer Double Wide - Set Up / Break Down	Each per Month	\$ 3,200.00	\$ 3,360.00	\$ 3,528.00
Office Trailer Single Wide - Set Up / Break Down	Each per Month	\$ 1,660.00	\$ 1,743.00	\$ 1,830.15
Office Furniture	Each per Month	\$ 80.00	\$ 84.00	\$ 88.20
Janitorial	Each per Month	\$ 76.00	\$ 79.80	\$ 83.79
Job Site Internet Service	Each per Month	\$ 450.00	\$ 472.50	\$ 496.13
Printer / Fax / Office Supplies	Each per Month	\$ 350.00	\$ 367.50	\$ 385.88
Postage and Reprographics	Each per Month	\$ 46.00	\$ 48.30	\$ 50.72
Drinking Water (for field office)	Each per Month	\$ 210.00	\$ 220.50	\$ 231.53
PM Vehicle / Gas / Maintenance	Each per Month	\$ 1,575.00	\$ 1,653.75	\$ 1,736.44
PE/FE Vehicle / Gas / Maintenance	Each per Month	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63
Sup. Vehicle / Gas / Maintenance	Each per Month	\$ 1,575.00	\$ 1,653.75	\$ 1,736.44
Asst Sup. Vehicle / Gas / Maintenance	Each per Month	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63
General Requirements - Temporary Facility & Controls				
Fire Extinguishers	Each per Month	\$ 75.00	\$ 78.75	\$ 82.69
Trailer Mount Diesel Generator +/- 60KW	Each per Month	\$ 3,045.00	\$ 3,197.25	\$ 3,357.11
Electrical Generator - Light duty	Each per Month	\$ 1,500.00	\$ 1,575.00	\$ 1,653.75
Electrical Generator - Heavy duty	Each per Month	\$ 12,600.00	\$ 13,230.00	\$ 13,891.50
350,000 BTU Dual Fuel Heat Wagon	Each per Month	\$ 735.00	\$ 771.75	\$ 810.34
750,000 BTU Dual Fuel Heat Wagon	Each per Month	\$ 1,470.00	\$ 1,543.50	\$ 1,620.68
1,500,000 BTU Dual Fuel Heat Wagon	Each per Month	\$ 2,625.00	\$ 2,756.25	\$ 2,894.06
Temporary Fuel for Heating Equipment	Each per Month	\$ 1,615.00	\$ 1,695.75	\$ 1,780.54
Temporary Air Moving Devices	Each per Month	\$ 425.00	\$ 446.25	\$ 468.56
Temporary cord connections	Each per Month	\$ 58.00	\$ 60.90	\$ 63.95
Ground Thaw - 5000 SF	Each per Month	\$ 4,410.00	\$ 4,630.50	\$ 4,862.03
Ground Thaw Machines - Rental	Each per Month	\$ 6,000.00	\$ 6,300.00	\$ 6,615.00
Task Specific Lighting	Each per Month	\$ 55.00	\$ 57.75	\$ 60.64
Portable Light Tower	Each per Month	\$ 1,890.00	\$ 1,984.50	\$ 2,083.73
Water meter for construction	Each per Month	\$ 292.00	\$ 306.60	\$ 321.93
Temporary Storage Trailer	Each per Month	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63
Storage Containers - 40'	Each per Month	\$ 472.50	\$ 496.13	\$ 520.94
Storage Containers - 20'	Each per Month	\$ 294.00	\$ 308.70	\$ 324.14
Conex Mobilization / Demobilization	Each	\$ 1,000.00	\$ 1,050.00	\$ 1,102.50
First Aid Supplies	Month	\$ 15.00	\$ 15.75	\$ 16.54
Eyewash Stations	Each per Month	\$ 38.00	\$ 39.90	\$ 41.90
Jobsite Medical Kit	Month	\$ 18.00	\$ 18.90	\$ 19.85
Office - First Aid Facilities	Month	\$ 12.00	\$ 12.60	\$ 13.23
Safety Equipment	Each per Month	\$ 115.00	\$ 120.75	\$ 126.79
Safety Supplies (PPE, hardhats, harnesses, etc.)	Each per Month	\$ 45.00	\$ 47.25	\$ 49.61
Personal, Radios and Communication	Each	\$ 240.00	\$ 252.00	\$ 264.60
Utility Vehicle - Kawasaki Mule or Equal	Each per Month	\$ 893.00	\$ 937.65	\$ 984.53
Work Truck - 1/2 ton (Excludes Fuel)	Each per Month	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63
HD Work Truck - 3/4 and 1 ton (Excludes Fuel)	Each per Month	\$ 1,500.00	\$ 1,575.00	\$ 1,653.75
5500 Flat Bed Utility Truck or equal (Excludes Fuel)	Each per Month	\$ 1,890.00	\$ 1,984.50	\$ 2,083.73
Trash Trailer	Each per Month	\$ 1,155.00	\$ 1,212.75	\$ 1,273.39
Warehouse Forklift - 5K - 8K Load Rating	Each per Month	\$ 2,625.00	\$ 2,756.25	\$ 2,894.06
All Terrain Fork Lift - 5K Load Rating	Each per Month	\$ 2,730.00	\$ 2,866.50	\$ 3,009.83
All Terrain Fork Lift - 6K Load Rating	Each per Month	\$ 2,940.00	\$ 3,087.00	\$ 3,241.35
All Terrain Fork Lift - 8K Load Rating	Each per Month	\$ 3,780.00	\$ 3,969.00	\$ 4,167.45
All Terrain Fork Lift - 10K Load Rating	Each per Month	\$ 4,830.00	\$ 5,071.50	\$ 5,325.08
All Terrain Fork Lift Truss Boom Attachment	Each per Month	\$ 892.50	\$ 937.13	\$ 983.99
All Terrain Fork Lift 3CY Trash Hopper	Each per Month	\$ 472.50	\$ 496.13	\$ 520.94
Electric Scissor Lift 19' - 26' Working Height	Each per Month	\$ 1,667.50	\$ 1,750.88	\$ 1,838.42
Electric Scissor Lift 28'+ Working Height	Each per Month	\$ 2,127.50	\$ 2,233.88	\$ 2,345.57
All Terrain Scissor Lift - 26' - 36' Engine Powered	Each per Month	\$ 3,150.00	\$ 3,307.50	\$ 3,472.88
All Terrain Scissor Lift - 38'+ Engine Powered	Each per Month	\$ 4,095.00	\$ 4,299.75	\$ 4,514.74
Aerial Boom Lift - 40' Working Height	Each per Month	\$ 5,040.00	\$ 5,292.00	\$ 5,556.60

Aerial Boom Lift - 80' Working Height	Each per Month	\$ 7,980.00	\$ 8,379.00	\$ 8,797.95
Aerial Boom Lift - 120' Working Height	Each per Month	\$ 10,290.00	\$ 10,804.50	\$ 11,344.73
Bob Cat / Skid Loader	Each per Month	\$ 2,940.00	\$ 3,087.00	\$ 3,241.35
Skid Loader Forklift Attachment	Each per Month	\$ 630.00	\$ 661.50	\$ 694.58
Auger Attachment	Each per Month	\$ 1,102.50	\$ 1,157.63	\$ 1,215.51
Skid steer Trencher Attachment	Each per Month	\$ 1,785.00	\$ 1,874.25	\$ 1,967.96
Snow Blade for Skid	Each per Month	\$ 892.50	\$ 937.13	\$ 983.99
Street Sweeper - Skid Loader Attachment	Each per Month	\$ 1,995.00	\$ 2,094.75	\$ 2,199.49
Street Sweeper - Enclosed Cab	Each per Month	\$ 2,940.00	\$ 3,087.00	\$ 3,241.35
Man & Material Hoist - Equipment Rental	Each per Month	\$ 9,500.00	\$ 9,975.00	\$ 10,473.75
Man & Material Hoist - Set-up & Tear-down	Each	\$ 41,600.00	\$ 43,680.00	\$ 45,864.00
Man & Material Hoist - Platform Construction	Each	\$ 1,550.00	\$ 1,627.50	\$ 1,708.88
Man & Material Hoist - Re-Certification, Jump	Each	\$ 5,100.00	\$ 5,355.00	\$ 5,622.75
Crane Rental - Tower Crane Rental	Each per Month	\$ 9,500.00	\$ 9,975.00	\$ 10,473.75
Crane set-up, tear-down, foundations, pads, rails, etc.	Each	\$ 96,500.00	\$ 101,325.00	\$ 106,391.25
Crane Rental - Re-Stress, Re-Certification, Jump	Each	\$ 9,500.00	\$ 9,975.00	\$ 10,473.75
Crane Rental - Self-Erector Rental	Each per Month	\$ 8,800.00	\$ 9,240.00	\$ 9,702.00
Crane set-up, tear-down, foundations, pads, rails, etc.	Each	\$ 4,500.00	\$ 4,725.00	\$ 4,961.25
Self-erection relocation and Erection/Pads	Each	\$ 1,500.00	\$ 1,575.00	\$ 1,653.75
Temporary Stairs for Egress - Setup	Each	\$ 5,361.00	\$ 5,629.05	\$ 5,910.50
Temporary Stairs for Egress - Rental	Each per Month	\$ 925.00	\$ 971.25	\$ 1,019.81
Temp Stair Install for Egress with Trash Chute - Setup	Each	\$ 8,152.00	\$ 8,559.60	\$ 8,987.58
Temp Stair Install for Egress with Trash Chute - Rental	Each per Month	\$ 1,600.00	\$ 1,680.00	\$ 1,764.00
Temporary trash chute out window - Setup	Each	\$ 2,790.00	\$ 2,929.50	\$ 3,075.98
Temporary trash chute out window - Rental	Each per Month	\$ 675.00	\$ 708.75	\$ 744.19
Temporary landing platforms	Each per Month	\$ 3,500.00	\$ 3,675.00	\$ 3,858.75
Temporary scaffolding - swing stages - Rental	Each per Month	\$ 1,650.00	\$ 1,732.50	\$ 1,819.13
Temporary scaffolding - swing stages - Mob & Demob	Each	\$ 3,250.00	\$ 3,412.50	\$ 3,583.13
Concrete Blankets	Each per Month	\$ 75.00	\$ 78.75	\$ 82.69
Temporary barricade - jersey barrier	Each per Month	\$ 75.00	\$ 78.75	\$ 82.69
Temporary fence on barrier	Each per Month	\$ 7.00	\$ 7.35	\$ 7.72
Covered sidewalk enclosures	LF Per Month	\$ 17.00	\$ 17.85	\$ 18.74
Container Ship sidewalk enclosures	LF Per Month	\$ 187.00	\$ 196.35	\$ 206.17
Temporary Covered Walkways	LF Per Month	\$ 19.00	\$ 19.95	\$ 20.95
Centrifugal Gas Powered Pump 2"	Each per Month	\$ 1,008.00	\$ 1,058.40	\$ 1,111.32
500G Water Trailer w/ Pump	Each per Month	\$ 1,838.00	\$ 1,929.90	\$ 2,026.40
2000G Water Truck	Each per Month	\$ 3,675.00	\$ 3,858.75	\$ 4,051.69
Total Station, Robotic, Data Collector and Tripod	Each per Month	\$ 1,812.00	\$ 1,902.60	\$ 1,997.73
Theodolite w/ Tripod and Datum Rod	Each per Month	\$ 525.00	\$ 551.25	\$ 578.81
Survey Grade Laser w/ Tripod and Datum Rod	Each per Month	\$ 363.00	\$ 381.15	\$ 400.21
Ground Penetrating Radar Scanner	Each per Month	\$ 1,199.00	\$ 1,258.95	\$ 1,321.90
Concrete Core Machine	Each per Month	\$ 850.00	\$ 892.50	\$ 937.13
Towable Air Compressor & Implements (375 CFM)	Each per Month	\$ 1,680.00	\$ 1,764.00	\$ 1,852.20
Portable Air Compressor & Implements (Up to 14CFM)	Each per Month	\$ 630.00	\$ 661.50	\$ 694.58
Pneumatic Multi-Head Scabbler	Each per Month	\$ 2,520.00	\$ 2,646.00	\$ 2,778.30
Portable Temporary Stairs	Each per Month	\$ 850.00	\$ 892.50	\$ 937.13
1/2" Electric Impact Wrench	Each per Month	\$ 180.00	\$ 189.00	\$ 198.45
3/4" Electric Impact Wrench	Each per Month	\$ 270.00	\$ 283.50	\$ 297.68
Electric Angle Drill 1/2" - 3/4"	Each per Month	\$ 114.00	\$ 119.70	\$ 125.69
3/4" Electric Hammer Drill	Each per Month	\$ 342.00	\$ 359.10	\$ 377.06
1/2" Magnetic Drill Press	Each per Month	\$ 510.00	\$ 535.50	\$ 562.28
1-1/2" - 1-3/4" Electric Roto Rammer	Each per Month	\$ 342.00	\$ 359.10	\$ 377.06
9" Angle Grinder	Each per Month	\$ 132.00	\$ 138.60	\$ 145.53
6" Angle Grinder	Each per Month	\$ 114.00	\$ 119.70	\$ 125.69
4.5" Angle Grinder	Each per Month	\$ 84.00	\$ 88.20	\$ 92.61
7-1/4" Skil Saw	Each per Month	\$ 102.00	\$ 107.10	\$ 112.46
Framing Nailer	Each per Month	\$ 125.00	\$ 131.25	\$ 137.81
Finish Nailer	Each per Month	\$ 95.00	\$ 99.75	\$ 104.74
Portable Electric Bandsaw	Each per Month	\$ 294.00	\$ 308.70	\$ 324.14
Electric Reciprocating Saw	Each per Month	\$ 96.00	\$ 100.80	\$ 105.84
Gang Box	Each per Month	\$ 126.00	\$ 132.30	\$ 138.92
Powder Actuated Fastener Tool	Each per Month	\$ 390.00	\$ 409.50	\$ 429.98
Pressure Washer	Each per Month	\$ 465.00	\$ 488.25	\$ 512.66
Gas Powered Demo Saw	Each per Month	\$ 490.00	\$ 514.50	\$ 540.23
Centrifugal Floor Fan	Each per Month	\$ 180.00	\$ 189.00	\$ 198.45
Fiberglass Step Ladder - 6'-10'	Each per Month	\$ 96.00	\$ 100.80	\$ 105.84

Fiberglass Step Ladder - 12'-16'	Each per Month	\$ 150.00	\$ 157.50	\$ 165.38
Fiberglass Extension Ladder - 16'-24'	Each per Month	\$ 114.00	\$ 119.70	\$ 125.69
Fiberglass Extension Ladder - 28'-36'	Each per Month	\$ 174.00	\$ 182.70	\$ 191.84
Fiberglass Extension Ladder - 40'+	Each per Month	\$ 270.00	\$ 283.50	\$ 297.68
Baker / Perry Scaffolding - Complete	Each per Month	\$ 420.00	\$ 441.00	\$ 463.05
Frame Scaffolding - Complete per frame section	Each per Month	\$ 510.00	\$ 535.50	\$ 562.28
Concrete Washout - 3 CY	Each per Month	\$ 350.00	\$ 367.50	\$ 385.88
Jumping Jack Compactor	Each per Month	\$ 900.00	\$ 945.00	\$ 992.25
Plate Compactor	Each per Month	\$ 750.00	\$ 787.50	\$ 826.88
Core Drill Bits	Each per Month	\$ 100.00	\$ 105.00	\$ 110.25
Powered Concrete "Georgia" Buggy	Each per Month	\$ 1,886.00	\$ 1,980.30	\$ 2,079.32
Exterior Security Pole Lights - Solar	Each per Month	\$ 105.00	\$ 110.25	\$ 115.76
Exterior Security Building Lights - Solar	Each per Month	\$ 45.00	\$ 47.25	\$ 49.61
CCTV Security Camera Head End	Each per Month	\$ 125.00	\$ 131.25	\$ 137.81
CCTV Security Cameras	Each per Month	\$ 45.00	\$ 47.25	\$ 49.61
Blower Door Testing Equipment	Each per Month	\$ 1,145.00	\$ 1,202.25	\$ 1,262.36
Commercial Air Sprayer	Each per Month	\$ 1,650.00	\$ 1,732.50	\$ 1,819.13
Temporary Site Walkways - 4x6	Each per Month	\$ 55.00	\$ 57.75	\$ 60.64
Electric Submersible Pump	Each per Month	\$ 240.00	\$ 252.00	\$ 264.60
HEPA Vacuum System	Each per Month	\$ 450.00	\$ 472.50	\$ 496.13
Walk Behind Concrete Saw	Each per Month	\$ 1,365.00	\$ 1,433.25	\$ 1,504.91
Cutting Torches	Each per Month	\$ 550.00	\$ 577.50	\$ 606.38

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 January 11, 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: Schedule of Values

Project: **DCSD Legacy Campus**
 Owner: Douglas County School District
 Architect: Cuningham Group
 Estimate: 50% CDs - IGMP

Date: August 24, 2022
 Preconstruction Manager: Jose Arosemena
 Project SF 26,612
 Construction Duration in Months 11

Direct Costs Summary

Building Costs				
Division	System Description	Cost	Building Cost/SF	% of Total Cost
01	General Conditions	\$594,214	\$22.33 /sf	4.23% of Total Cost
02	Existing Conditions	\$751,742	\$28.25 /sf	5.36% of Total Cost
03	Building Concrete	\$147,148	\$5.53 /sf	1.05% of Total Cost
04	Masonry	\$22,045	\$0.83 /sf	0.16% of Total Cost
05	Metals	\$104,815	\$3.94 /sf	0.75% of Total Cost
06	Wood Plastics & Composites	\$452,683	\$17.01 /sf	3.22% of Total Cost
07	Thermal & Moisture Protection	\$607,922	\$22.84 /sf	4.33% of Total Cost
08	Openings	\$1,893,902	\$71.17 /sf	13.49% of Total Cost
09	Finishes	\$1,505,783	\$56.58 /sf	10.73% of Total Cost
10	Specialties	\$198,184	\$7.45 /sf	1.41% of Total Cost
11	Equipment	\$50,000	\$1.88 /sf	0.36% of Total Cost
12	Furnishings	\$3,450	\$0.13 /sf	0.02% of Total Cost
13	Special Construction	\$0	\$0.00 /sf	0.00% of Total Cost
14	Conveying Equipment	\$10,000	\$0.38 /sf	0.07% of Total Cost
21	Fire Suppression Systems	\$154,100	\$5.79 /sf	1.10% of Total Cost
22	Plumbing	\$342,426	\$12.87 /sf	2.44% of Total Cost
23	Heating, Ventilation, & Air Conditioning	\$1,957,090	\$73.54 /sf	13.94% of Total Cost
26	Electrical	\$1,163,909	\$43.74 /sf	8.29% of Total Cost
27	Communications	\$285,936	\$10.74 /sf	2.04% of Total Cost
28	Electronic Safety and Security	\$1,703,064	\$64.00 /sf	12.13% of Total Cost
Total Building Costs		\$11,948,412	\$448.99 /sf	85.12% of Total Cost

Site Costs				
Division	System Description	Cost	Site Cost /sf	% of Total Cost
31	Earthwork	\$222,889	\$8.38 /sf	1.59% of Total Cost
32	Exterior Improvements	\$179,096	\$6.73 /sf	1.28% of Total Cost
33	Site Utilities	\$62,056	\$2.33 /sf	0.44% of Total Cost
Total Site Costs		\$464,041	\$17.44 /sf	3.31% of Total Cost

Indirect Costs Summary

#	System Description	Cost	Building Cost/SF	% of Total Cost
1	Preconstruction Services	\$32,500	\$1.22 /sf	0.23% of Total Cost
2	Building Permit - By Owner	\$0	\$0.00 /sf	0.00% of Total Cost
3	Plan Review Fees	\$0	\$0.00 /sf	0.00% of Total Cost
4	ROW Closure Permit Fees - Not Included	\$0	\$0.00 /sf	0.00% of Total Cost
5	City Use Tax	\$20,330	\$0.76 /sf	0.14% of Total Cost
6	State Sales Tax - Not Included	\$0	\$0.00 /sf	0.00% of Total Cost
7	Construction Contingency (5%)	\$620,623	\$23.32 /sf	4.42% of Total Cost
8	Construction Costs Escalation (0.75%/ Month)	\$186,187	\$7.00 /sf	1.33% of Total Cost
9	Subcontractor Default Insurance	\$130,541	\$4.91 /sf	0.93% of Total Cost
9	Payment and Performance Bond	\$102,403	\$3.85 /sf	0.73% of Total Cost
10	Builder's Risk Insurance - By Owner	\$0	\$0.00 /sf	0.00% of Total Cost
11	General Liability Insurance	\$129,710	\$4.87 /sf	0.92% of Total Cost
12	JHL Overhead and Profit (2.95%)	\$402,225	\$15.11 /sf	2.87% of Total Cost
Total Indirect Costs		\$1,624,519	\$61.04 /sf	11.57% of Total Cost
Total of Direct and Indirect Costs		\$14,036,972		

Exhibit O

List of Salaried Staff

- Brian Townsend – Project Executive
- Cory Jackson – Construction Manager
- Jose Arosemena – Assistant Precon Manager / Project Engineer
- Dan Norris – Project Superintendent
- Derek Lucero – Project Superintendent (Part Time)
- Heather Strong / Chad White – Safety Manager
- TBD – Field Engineer