

AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

Town of Johnstown, a Colorado home rule municipality
450 S. Parish Avenue
Johnstown, CO 80534
Email: Notices@JohnstownCO.Gov

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

Fransen Pittman Construction Co., Inc., a Colorado Corporation
522 Main Street
Windsor, CO 80550

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

Town of Johnstown – Senior Center Facility

This project entails the construction of a new ground up Senior Center and recreation use spaces for the Town of Johnstown.

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

9217 Eastman Park Drive Unit 3
Windsor, CO 80550

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract and the General Conditions of the Contract for Construction (AIA Document 201-2017, as amended) (“General Conditions”), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

The following exhibits are attached to and made a part of this Agreement:

Exhibit A — Insurance & Bonds

Exhibit B — Standard Tool and Equipment Rental Pricing List

Exhibit C — Labor Rates (Full Time & Part Time Wages & Salaries)

Exhibit D — Drawings & Specifications Index

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User Notes:

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Exhibit E — GMP Estimate
Exhibit F — GMP Tracking Log
Exhibit G — Construction Schedule
Exhibit H — Clarifications
Exhibit I — Allowances
Exhibit J — Subcontractor Bid Tab Summary & Recommended Subs
Exhibit K — Ground Engineering Geotech Report dated March 12, 2026
Exhibit L — Building Site & Offsite Infrastructure Scope Delineation

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information available to Owner that is required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

On or before November 2, 2026

If Contractor commences the Work prior to November 2, 2026, Contractor shall provide written notice to the Town Manager of the actual date of commencement. If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: November 5, 2027

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

N/A

Substantial Completion Date

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

One and ninety-five hundredths percent (1.95%) of the Cost of the Work.

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

Two and one half percent (2.5%) of the Cost of the Work attributable to the change, for combined overhead and profit.

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

Ten percent (10%) overhead and five percent (5%) profit.

§ 5.1.4 Rental rates for Contractor-owned equipment shall be as set forth in Exhibit B, Standard Tool and Equipment Rental Pricing List.

§ 5.1.5 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence for the Work specified in the Contract Documents and the Owner will incur substantial damages if the Work is not completed within the time fixed for the Substantial Completion, as extended, pursuant to the Contract Documents. Inasmuch as the actual damages for such delay are impossible to determine, the Contractor agrees that it shall be liable for and shall pay liquidated damages to the Owner. The Contractor and the Owner hereby agree that the liquidated damages of Five Hundred Dollars (\$500.00) per day are a reasonable estimate of Owner's damages and are not a penalty.

§ 5.1.7 Other:

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

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Fourteen Million Nine Hundred Ninety-Seven Thousand One Hundred Sixty-One Dollars (\$ 14,997,161.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents

as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

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

1. The Contract Time includes ten (10) working days of anticipated adverse weather. For this purpose, an adverse weather day is a working day on which fewer than four (4) hours of Work on the critical path can be performed due to weather. Adverse weather days in excess of ten (10) shall entitle the Contractor to an extension of the Contract Time if the provisions of Section 15.1.6.2 of the General Conditions are satisfied.

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

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

§ 5.2.7 Construction Contingency. The Guaranteed Maximum Price includes a Construction Contingency of two and one-half percent (2.5%), in the amount set forth in Exhibit E, available for the Contractor's use for costs that are properly a Cost of the Work under Article 7 but that are not the basis for an adjustment of the Guaranteed Maximum Price by Change Order. The Contractor shall report amounts drawn from the Construction Contingency prior to use, and the purpose of each draw. Any amount remaining in the Construction Contingency at Final Completion shall accrue to the Owner as a deduction from the Cost of the Work.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 5, 7 and 8 of this Agreement.

Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or the Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7 and shall be included in the Guaranteed Maximum Price, as may be amended, if at all, as provided in the Contract Documents.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Manager — 30% to 50%, or as needed; Superintendent — 100%; Project Coordinator — 30%; Project Accountant — 20%; Project Engineer — 30% to 50%, or as needed; Civil, Survey, Mechanical, Door, Stormwater and Safety Specialists — as needed. The foregoing percentages are maximums and shall be charged only to the extent actually incurred.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 Wages and salaries for purposes of this Section 7.2 are set forth in Exhibit C, attached hereto and incorporated herein by reference. Labor costs shall be charged as a Cost of the Work at stipulated fixed rates and shall not be subject to change during the term hereof except by Owner's prior written consent. The rates set forth in Exhibits B and C are stipulated fixed rates, are not subject to audit, and shall not be required to be broken down into component wage, burden, or overhead elements.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement that are properly entered into pursuant to this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be properly stored at a location designated by the Owner, and shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be as set forth in Exhibit B. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, if any and if approved by the Owner, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 [Intentionally omitted]

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, with the Owner's prior written consent.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor knew or should have known or had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior written approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017 to the extent not (a) caused by the Contractor, a Subcontractor, a Sub-Subcontractor or anyone for whom any such person or entity is responsible, or (b) capable of being prevented through timely notice of an unsafe condition to the Owner.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or willful conduct of, or failure to fulfill a specific responsibility by, the Contractor, Subcontractors, Sub-Subcontractors or anyone for whom any such person or entity is responsible, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor’s own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and the Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor’s list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the

Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. All accounting records shall be maintained in accordance with generally accepted accounting practices consistently applied. Notwithstanding the foregoing, the stipulated fixed rates set forth in Exhibits B and C are not subject to audit and shall not be required to be broken down into component wage, burden, or overhead elements.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

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

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

N/A

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

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

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

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

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;

- .6 Amounts about which there is a legitimate dispute as to whether payment is due; and
- .7 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%).

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 12.1.8.3 Retainage shall be released to the Contractor pursuant to Colorado law, Section 38-26-107, C.R.S., and as described in the General Conditions.

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner may pay the Contractor any additional amounts, if any, in accordance with the General Conditions.

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

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

§ 12.1.12 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that: (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

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

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 the Contractor has submitted complete and legally effective releases or waivers satisfactory to Owner of any and all lien rights, if any, arising out of the Work or in relation to the Project; and
- .4 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment subject to the requirements of Colorado law, including, but not limited to Section 38-26-107, C.R.S.

§ 12.2.4 [Intentionally omitted]

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Eight percent (8%).

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐

☒ Litigation in a court of competent jurisdiction in the County of Weld, State of Colorado

[] Other (*Specify*)

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

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor its actual costs in demobilizing the site, which may include, but not be necessarily limited to, removing materials and equipment, ensuring the site is safe and any other reasonable and actual costs related thereto.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time may be increased as provided in Article 14 of AIA Document A201–2017.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:

(*Name, address, email address and other information*)

Town of Johnstown
Attn: _____
P.O. Box 609
450 S. Parish Avenue
Johnstown, CO 80534
Email: _____ and Notices@JohnstownCO.Gov

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

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

§ 15.5 Insurance and Bonds

§ 15.5.1 Insurance

§ 15.5.1.1 For all phases of the Project, the Contractor and the Owner shall purchase and maintain the insurance required herein and as set forth in the General Conditions. The Contractor shall require that each Subcontractor procure and maintain, at its own cost and expense, the requisite insurance.

§ 15.5.1.2 The Contractor shall provide and maintain during the performance of this Agreement the insurance described below, which insurance shall be placed with a company or companies authorized to do business in the State of Colorado with an A.M. Best's Insurance Report rating at not less than A-/VI.

§ 15.5.1.3 Prior to commencement of Work, the Contractor shall furnish and deliver to the Owner proof that the following insurance shall be in force and effect for the duration of the Project. All Certificates of Insurance relating to Commercial General Liability, Automobile Liability and Excess Liability, shall list the Owner, its officers and employees, as additional insureds. Additional insured endorsements shall be provided to the Owner by the Contractor's insurance company along with the Certificates of Insurance. The additional insured endorsement for the Comprehensive General Liability insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the required insurance policies.

§ 15.5.1.3.1 Standard Form Commercial General Liability and Property Damage insurance (as provided on an ISO CG 00 01 form) that includes coverage for: (a) Claims for bodily injury, including death, and property damage; and (b) contractual liability on an occurrence basis and shall include fire, explosion, collapse, underground hazard and product/completed operations coverages. Minimum limits: General Aggregate \$2,000,000; Products/Completed Operations Aggregate \$2,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000.

§ 15.5.1.3.2 Contractor's workers compensation insurance, at statutory limits, as required by Colorado law, covering all employees working on the site, and Employer's Liability Insurance with the following minimum limits; Each Accident \$500,000; Each Occupational Disease \$500,000; Occupational Disease Aggregate \$500,000.

§ 15.5.1.3.3 Automobile Liability insurance, covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicle owned, hired, or non-owned by the Contractor providing bodily injury, including death, and

property damage coverage. Minimum limits of liability provided by this coverage shall be a Combined Single Limit of \$1,000,000.

§ 15.5.1.3.4 Excess Commercial General Liability Insurance, including products and completed operations, with a minimum limit of \$5,000,000 for each occurrence and aggregate of \$10,000,000.

§ 15.5.1.3.5 Standard, all risk of loss Builder's Risk completed value insurance. The amount of the standard deductible under the Builder's Risk Policy shall not exceed \$5,000.00, provided the Project is verified not to be located within any flood zone. The Builder's Risk Insurance shall be carried by the Contractor at 100% of the Contract amount, totaling the Guaranteed Maximum Price.

§ 15.5.1.4 The full aggregate liability policy limits required above shall be available with respect to the Contractor's obligations hereunder, and the Contractor shall obtain a location specific aggregate limited endorsement confirming such coverages as to the Owner and additional insureds. The Contractor agrees to notify the Owner and additional insureds of any substantial claims, paid or resolved, applied against the aggregate of any of the required insurance policies.

§ 15.5.1.5 All insurance provided by the Contractor hereunder shall be primary to any insurance policies held by the Owner and additional insureds. Any insurance carried by the Owner, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor waives subrogation as to the Owner and its agents, representatives, affiliates, additional insureds, and assigns on all policies carried by the Contractor. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

§ 15.5.1.6 All insurance shall include a provision prohibiting cancellation, termination or alteration (so as to affect the intent of this Agreement) without thirty (30) days' prior notice by certified mail to the Owner. In the event of threatened cancellation for nonpayment or nonrenewal, the Owner may pay the same on behalf of the Contractor, at the Owner's discretion, and deduct the same from any amount of payment due to the Contractor hereunder.

§ 15.5.1.7 Payments for services provided will be withheld from the Contractor until acceptable Certificates of Insurance and Additional Insured Endorsements are received by the Owner.

§ 15.5.1.8 No Work will be conducted on the Project site until satisfactory evidence has been submitted that the Contractor has insurance that complies with the specific insurance and indemnity requirements listed in the Contract Documents.

§ 15.5.1.9 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Owner may immediately terminate this Agreement, or, at its discretion, procure or renew any such policy or any extended reporting period thereto and pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to Contractor from the Owner.

§ 15.5.2 Bonds

§ 15.5.2.1 The Contractor shall furnish a performance bond and payment bond in an amount at least equal to the Contract Sum, as security for the faithful performance and payment of the Contractor's obligations under the Contract, including but not limited to the two-year warranty period provided herein. All bonds shall be in the forms approved by the Town. These bonds shall remain in effect at least until two years after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as: (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared

bankrupt or becomes insolvent, or its right to do business in the State of Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, the Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Owner.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given by sending an electronic mail and shall be deemed effective and delivered upon receipt of a “read receipt” or acknowledgment of receipt by the intended recipient.

§ 15.7 Other provisions:

§ 15.7.1 Appropriation of Funds: Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, the Owner has appropriated the money necessary to fund this project. No change order or other form of directive shall be issued by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the Owner provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.

§ 15.7.2 Colorado Public Works Act: Notwithstanding any other provision of the Contract Documents, the Owner may withhold funds if required to do so pursuant to the Colorado Public Works Act, C.R.S. §§38-26-101, *et seq.*

§ 15.7.3 Colorado Labor Clause: Contractor agrees, pursuant to Title 8, Article 17, C.R.S., that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. “Colorado labor” as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

§ 15.7.4 Governmental Immunity: Nothing herein shall be construed as a waiver of the limitations on damages or any of the privileges, immunities or defenses provided to, or enjoyed by, the Owner under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended.

§ 15.7.5 Warranty Period. All Work performed by the Contractor and by any Subcontractor or person performing work on its behalf, shall be guaranteed against defective workmanship and materials for a period of two (2) years from the date of Substantial Completion, provided that such two (2) year period shall not begin with respect to any portion of the Work that is not completed on the date of Substantial Completion, but shall begin when the item is subsequently completed and Owner provides written notice of such completion. Notwithstanding the foregoing, the two (2) year warranty shall be extended for a reasonable period with respect to the portion of the Work, if any, for which remedial or repair work is done during the first two (2) years.

§ 15.7.6 Project Schedule and Weekly Meetings. The Contractor shall:

§ 15.7.7 Clean Premises. The Contractor shall leave the site in a reasonably neat, clean, orderly and safe condition at the end of each day during construction of the Work.

§ 15.7.8 Excess Materials. Any purchased materials remaining after completion of the subject portion of the Work (such as, for example, extra paint, wall coverings or carpet) shall be properly stored and provided by the Contractor to the Owner for use in subsequent repairs. Materials should be labeled, sealed, boxed and protected as appropriate to ensure the materials remain in good condition.

§ 15.7.9 Compliance with Facility Rules. The Contractor agrees that at all times its employees and agents shall observe and comply with all regulations of the facility, including but not limited to, no smoking and parking and security regulations. If the Contractor’s employees, agents or Subcontractors violate these prohibitions, such person(s) may be denied access to the Project site.

§ 15.7.10 Contractor Knowledge and Expertise. The Contractor represents that it: (1) has sufficient knowledge and expertise to construct the Work; (2) has reviewed, analyzed, and has current knowledge of the site; (3) has reviewed, analyzed and has found sufficient for construction and completion of the Work the Contract Documents listed in this Agreement; any exceptions to this statement have been specifically identified in this Agreement. The Contractor represents and warrants that it can and will complete the Work for the Contract Sum identified in this Agreement, and that no sums additional to the Contract Sum are required for Contractor's completion of the Work.

§ 15.7.11 Consent. Whenever the Contract Documents reference the requirement to obtain the Owner's or the Architect's approval or consent, such approval or consent must be obtained in writing. The writing requirement referenced herein may be satisfied by email communication properly delivered and received.

§ 15.7.12 Nondiscrimination. The Contractor agrees to comply with the provisions of 24-34-401 through 24-34-406 of Colorado Revised Statutes relating to employment practices. The Contractor particularly agrees to comply with the provisions governing "Unfair Employment Practices," as therein set forth and to insert this nondiscrimination clause, and require compliance therewith, in all subcontracts hereunder.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Insurance & Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 [Intentionally omitted]
- .5 Drawings — as listed in Exhibit D, Drawings & Specifications Index

Number

Title

Date

- .6 Specifications — as listed in Exhibit D, Drawings & Specifications Index

Section

Title

Date

Pages

- .7 Addenda, if any:

Number

Date

Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

- .8 Other Exhibits:
(Check all boxes that apply.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
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[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A	Insurance & Bonds
Exhibit B	Standard Tool and Equipment Rental Pricing List
Exhibit C	Labor Rates (Full Time & Part Time Wages & Salaries)
Exhibit D	Drawings & Specifications Index
Exhibit E	GMP Estimate
Exhibit F	GMP Tracking Log
Exhibit G	Construction Schedule
Exhibit H	Clarifications
Exhibit I	Allowances
Exhibit J	Subcontractor Bid Tab Summary & Recommended Subs
Exhibit K	Ground Engineering Geotech Report dated March 12, 2026
Exhibit L	Building Site & Offsite Infrastructure Scope Delineation

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

OWNER (Signature)

CONTRACTOR (Signature)

BY:

BY:

(Printed name and title)

(Printed name and title)

Attest:

Meghan Martinez, Town Clerk

DRAFT AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year «2026»
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Town of Johnstown, a Colorado home rule municipality
450 S. Parish Avenue
Johnstown, CO 80534
Email: Notices@JohnstownCO.Gov« »« »
« »
« »
« »

and the Contractor:

(Name, legal status, address and other information)

Fransen Pittman Construction Co., Inc., a Colorado corporation
522 Main Street
Windsor, CO 80550
« »« »
« »
« »
« »

for the following Project:

(Name, location and detailed description)

Town of Johnstown – Senior Center Facility

This project entails the construction of a new ground up Senior Center and recreation use spaces for the Town of Johnstown.

« »
« »

The Architect:

(Name, legal status, address and other information)
Collab Architecture

9217 Eastman Park Drive
Unit 3
Windsor, CO 80550
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A102™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Johnstown Senior Center Facility

THE OWNER:

(Name, legal status and address)

Town of Johnstown, a Colorado home rule municipality
450 S. Parish Avenue
Johnstown, CO 80534

THE CONTRACTOR:

(Name, legal status and address)

Fransen Pittman Construction Co., Inc., a Colorado corporation
522 Main Street
Windsor, CO 80550

THE ARCHITECT:

(Name, legal status and address)

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10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement (AIA Document 102-2017, as amended) between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, the Owner has appropriated the money necessary to fund the Project. No Change Order or other form of directive shall be issued by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Contract Sum, unless the Owner provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.

§ 2.2.2 [Intentionally omitted]

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

§ 2.3.4 Upon request of the Contractor, to the extent available, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise

proper precautions relating to the safe performance of the Work. The Contractor shall promptly inform the Owner if the Contractor discovers an error or inconsistency in the information furnished by the Owner.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall exercise reasonable professional judgment as to the accuracy and completeness of information and services furnished by the Owner hereunder.

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, and consultant with any relevant Subcontractors, as well as the information furnished by the Owner pursuant to

Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and 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, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section 12.2.

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

§ 3.5.3 The Contractor shall and hereby does warrant, and shall require that any and all Subcontractors and Sub-subcontractors shall warrant, to Owner that all Work executed under this Contract will be free from defects of materials and workmanship for the entire two-year warranty period, as extended, if at all, as set forth in the Agreement. This warranty is a remedy available to the Owner in addition to claims the Owner may have arising out of Work or materials found to be non-conforming, out of specification or otherwise in breach of this Contract. The Contractor further agrees, and shall require any and all Sub-contractors and Sub-subcontractors to agree, that they will, at their own expense, repair and replace all such defective Work and all other Work damaged thereby which becomes defective during the term of the warranty. Whenever guarantees or warranties are provided, in whatever manner, for a longer period than the warranty set forth in Agreement, such period shall govern, and the Owner shall have the full benefit of such longer warranties.

Upon discovery of any warranty defect or defects, the Owner shall give written notice thereof to the Contractor. If within ten (10) calendar days after the receipt of such written notice by the Owner to the Contractor, or its agent, requesting such repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make the same, the Owner may make such repairs at the Contractor's expense; provided, however, that in the case of emergency where in the judgment of the Owner, delay would cause certain loss or damage, repairs or replacement may be made without prior notice being sent to the Contractor, and the Contractor shall pay the reasonable cost thereof.

§ 3.6 Taxes

The Owner is exempt from Colorado State sales and use taxes on materials and equipment to be incorporated into the Work. Said taxes shall not be included in the Contract Sum. Prior to the purchase of any material to be incorporated into the Work, the Contractor shall ensure that the purchaser, including all Contractors and Subcontractors on the Project, apply to the Department of Revenue, State of Colorado, for an exemption (Form DR-0172) to be used for all Work performed and completed under this Contract. All purchases for the Work shall use the exemption from sales tax. Any costs, taxes or fines that are incurred as a result of a failure to comply with the requirements of this § 3.6 shall be paid by the Contractor. In addition, the Owner is exempt from sales and use tax imposed by the Town of Johnstown and the County of Weld, and the Contractor shall not pay such amounts or incorporate such amounts into the Contract Sum.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, except that the Contractor shall not be obligated to pay such fees to the extent imposed by the Owner, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.7.6 The Contractor shall at all times be fully qualified and licensed under all applicable state and local licensing laws. The Contractor shall be responsible for ensuring that each of its Subcontractors are also fully qualified and licensed under all applicable state and local licensing laws.

§ 3.7.7 The Contractor has visited the Project site and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed and shall correlate its observations of the same with all of the requirements of the Contract Documents.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall at all times be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communication given to the superintendent shall be as binding as if given to the Contractor. All substantive communications shall be confirmed in writing.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such

services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.12.11 Copies of all Shop Drawings, Product Data, Samples and similar submittals as identified in Section 3.12 shall be preserved in an orderly manner and delivered to the Owner upon Final Completion.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall take necessary precautions for the safety of all persons at the site and all property at the site and adjacent thereto.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and the Architect, and agents and employees of either of them, from and against any and all liabilities, claims, damages, actions, judgments, losses, costs and expenses, including but not limited to attorneys' fees, whether

directly incurred by the Owner or any other indemnified party or as a result of third-party claims against the Owner or any other indemnified party, arising out of or resulting from performance or nonperformance of the Work including but not limited to: (a) any accident or occurrence that happens or is alleged to have happened on, in or about the Project site or otherwise relating to the Project or the Work; or (b) any breach of or failure to comply with the Contract Documents or to perform or observe any duty or obligation under the Contract Documents; (collectively an "Indemnity Claim"), whether such Indemnity Claim arises on account of personal injury, bodily injury, sickness, disease or death, injury to or destruction of tangible property, or other injury, loss or damage of any nature or kind but only to the extent attributable to the negligence or fault of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Indemnity Claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18..

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

§ 3.19 THE CONTRACTOR HEREBY REPRESENTS, PROMISES AND WARRANTS THAT CONTRACTOR IS FINANCIALLY SOLVENT AND POSSESSES SUFFICIENT EXPERIENCE, LICENSES, AUTHORITY, PERSONNEL AND WORKING CAPITAL TO COMPLETE THE SERVICES REQUIRED HEREUNDER.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. If the Architect is dismissed by the Owner during the course of the Project, the Owner may undertake any functions of the Architect listed in the Contract Documents or designate another entity to perform such functions.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Nothing contained in Article 4.2 shall relieve the Contractor of the obligation to comply with the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work not involving adjustment in the Contract Sum or extension of the Contract Time may be issued by the Architect alone.

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, at the rates set forth in Exhibit B to the Agreement;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment.

The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.1.5 The date of Final Completion of the Work is the date that the Architect certifies in the Final Certificate for Payment pursuant to Section 9.10.1 that the Work is acceptable under the Contract Documents and the Contract is fully performed.

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contractor hereby represents, promises, and warrants that the Contract Sum includes all costs consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the results required by the Contract Documents.

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims,

security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.3.1 With each Application for Payment, the Contractor shall submit any certificates, lien waivers, releases, and other documents as may be reasonably required by the Owner or the Architect, and shall include, without limitation: (i) a conditional waiver and release in the form required by the Owner or the Architect for all Subcontractors whose Work in the current period payment is sought in the Application of Payment, and (ii) an unconditional waiver and release form in the form required by the Owner or the Architect for all Subcontractors for whose Work payment was made by the Owner in response to the Contractor's preceding Applications for Payment.

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 Failure to comply with laws, ordinances, regulations, or orders of any public authority having jurisdiction over the performance of the Work.

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

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. Notwithstanding any provision of the Agreement to the contrary, the Owner may refuse to make payment of the full amount recommended by the Architect because:

- a. Claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work; or
- b. Liens have been filed or recorded in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the Owner to secure the satisfaction and discharge of such liens.

If the Owner refuses to make payment of all or any portion of the amount recommended by the Architect, the Owner shall give the Contractor written notice, with a copy to the Architect, stating the reasons for such action. The Owner shall promptly pay the Contractor the amount so withheld, or any adjusted amount agreed upon by the Owner and the Contractor, when the Contractor corrects to the Owner's satisfaction the reasons for the withholding or the Owner determines that factors warranting the withholding no longer exist.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage pursuant to Colorado law.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (7) operating and maintenance manuals, (8) identification lists of all materials and equipment, (9) inspection certificates, (10) record documents, and (11) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract

Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

§ 9.10.6 Notwithstanding any other provision on final payment in the Contract Documents, pursuant to C.R.S. §38-26-107, the Owner shall publish a notice of final settlement twice in a public newspaper of general circulation in the County where the Project is located at least ten (10) days before the date and time of final payment. If a claim is filed before the date and time of the final payment, the Owner shall withhold from the final payment sufficient funds to pay the claim until the claim is paid or withdrawn.

§ 9.10.7 If applicable, on the date of final settlement, as advertised, and after the Contractor has submitted a written notice to the Owner that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any unpaid claim for 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 ensure 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 of 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 at law 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 at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Contract for construction, such amended procedure shall be substituted accordingly.

§ 9.10.8 When the Work is complete, the Contractor shall provide one complete set, in hard copy, of Drawings and Specifications upon which is marked in red all modifications made during construction so as to represent the as-built condition of the Project and shall deliver same to the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 days after discovery, or such shorter time as may be required by law. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall be solely responsible for the safety of its Work, materials, equipment, tools, and similar such items on and at the site. The Owner disclaims all responsibilities for the safety of the Work, materials, equipment, tools, and similar such items, or for any damage, which may be done to same, due to theft or any other cause, until such time as the Owner formally accepts the completed Work under Section 9.10.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect

will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the extent permitted by law, the Owner shall indemnify the Contractor for the cost and expense the Contractor incurs for remediation of hazardous materials or substances the Contractor did not bring to the site, except to the extent of the Contractor's fault or negligence.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, to the extent permitted by law.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall not address the media with respect to emergencies without the Owner's written consent.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from

an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 [Intentionally omitted]

§ 11.2.3 [Intentionally omitted]

§ 11.3 [Intentionally omitted]

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor may be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and Venue

The Contract shall be governed by the laws of the State of Colorado, excluding that jurisdiction's choice of law rules. Venue for any legal proceeding shall be in the County of Weld, State of Colorado.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

If the Town does not make payment of undisputed amounts due and owing under the Contract Documents within thirty (30) days after such payment is due and owing [sixty (60) days after submission by the Contractor of the Application for Payment], such amount shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on undisputed amounts set forth in a Certificate for Payment within sixty (60) days after the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 receives a stop work order as issued by order of a court or other public authority having jurisdiction over the Project;
- .5 is unable to complete the Work due to a shortage in materials caused by an act of government, such as declaration of national emergency, unless Contractor agrees in writing that there will be no change to the Cost of the Work and the Guaranteed Maximum Price based on the shortage of materials;
- .6 fails to obtain lawfully-required permits or licenses;
- .7 fails to procure and maintain the insurance coverage required by the Contract Documents; or
- .8 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If costs and damages to finish the Work exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed in accordance with the Contract Documents and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and purchase orders. Such costs shall include, without limitation, (1) demobilization costs; (2) required temporary measures, protective enclosures, and make-safe or make-stable costs; and (3) costs attributable to termination of Subcontracts and purchase orders, including cancellation and restocking charges.

§ 14.4.4 In the event of any termination of the Contract, the Contractor agrees to reasonably cooperate and provide any information requested by Owner in connection with completion of the Project. The Contractor further agrees to remove its property from the site, except as otherwise requested by the Owner. The cost of such removal is a cost incurred by reason of the termination and is reimbursable under Section 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, unless a shorter time is otherwise required by law.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 The Contractor is aware that a portion of the Work is scheduled for performance and completion during times when variable and severe weather conditions may be expected to exist and agrees expressly that the Contract Sum is based upon completion of the Work within the Contract Time and under the weather conditions reasonably foreseeable during the allotted time for the Work. For purposes of permitting an extension of time due to abnormal or unusually severe weather conditions, the following conditions, and no others, shall be considered abnormal or unusually severe:

1. Precipitation exceeding the historical mean for the months of construction by more than one standard deviation;
2. For winter construction, average temperature less than the historical mean for the months of construction by more than one standard deviation;
3. For winter construction, number of days below freezing exceeding the historical mean for the months of construction by more than one standard deviation; and/or
4. Isolated abnormal weather occurrences of a severely destructive nature, which in fact caused substantial destruction at the Site.

All statistical calculations under this paragraph shall be based upon data available from the records of the National Weather Service for Weld County, Colorado, and from the State Climatologist for the same area. The Contractor shall submit such historical and current data, together with the calculation showing the necessary standard deviation, at the time of any request for an extension of time due to abnormal or severe weather conditions. In addition, any day on which the Contractor is unable to perform at least four (4) hours of Work on the critical path due to weather shall be counted as an adverse weather day... Notwithstanding subsections 1 through 4 above and the words "and no others," the Contract Time includes ten (10) working days of anticipated adverse weather as stated in Section 5.2.4 of the Agreement. Each adverse weather day in excess of ten (10) shall entitle the Contractor to a day-for-day extension of the Contract Time, without further demonstration of statistical departure.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The term

“consequential damages” shall not include the cost of any structural repair, dismantling or replacement that is related to the Contractor’s, a Subcontractor’s, a supplier’s or manufacturer’s negligence.

§ 15.2 Initial Decision

This Section 15.2 and all other references to the Initial Decision Maker in these General Conditions of the Contract for Construction are only applicable if there is an Initial Decision Maker identified in the Agreement.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.8 [Intentionally omitted]

§ 15.3 Mediation

§ 15.3.1 In the event of any dispute or claim arising under or related to the Contract, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other as set forth in Section 15.2.1. If such dispute or claim is not settled through negotiations under Section 15.2.1, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request for mediation. The costs of mediation shall be shared equally by the parties. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court of Weld County, Colorado.

§ 15.3.2 [Intentionally omitted]

§ 15.3.3 [Intentionally omitted]

§ 15.3.4 [Intentionally omitted]

§ 15.4 [Intentionally omitted]

§ 15.4.4 [Intentionally omitted]



AIA® Document A102® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 15th day of December in the year 2025.
(In words, indicate day, month and year.)

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

Town of Johnstown – Senior Center Facility
450 S. Parish Ave.
Johnstown, CO 80534

THE OWNER:
(Name, legal status and address)

Town of Johnstown
450 S. Parish Ave.
Johnstown, CO 80534

THE CONTRACTOR:
(Name, legal status and address)

Fransen Pittman Construction Co., Inc.
9563 S. Kingston Ct.
Englewood, CO 80112

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction or Prime Contract as applicable.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

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

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

Causes of Loss	Sub-Limit
Flood (subject to zone limitations)	\$500,000
Earthquake	\$500,000

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

Coverage	Sub-Limit
Soft Cost	\$500,000
Debris Removal	\$250,000
Demolition	\$250,000

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

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

Coverage	Deductible
Flood and Earthquake	\$25,000
Rain, Snow Sleet and Ice in Building	\$10,000
Interior Water Damage	\$10,000
Wind and Hail \$1M - \$2.5M Contract	\$15,000
Wind and Hail \$2.5M - \$5M Contract	\$25,000
Wind and Hail \$5M - \$10M Contract	\$35,000
Wind and Hail \$10M+ Contract	\$50,000
All other perils	\$2,500

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

The Contractor, as indicated below, shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner or Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

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

\$500,000

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

Contractor shall purchase this coverage as part of the policy required in Article A.2.3.1.

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

Contractor shall purchase this coverage as part of the policy required in Article A.2.3.1.

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

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

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

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

Contractor shall purchase this coverage as part of the policy required in Article A.2.3.1.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor in excess of twenty-five thousand and 00/100 dollars (\$25,000).

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. Architect and its consultants are named as additional insureds for Contractor's on-going operations only..

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is

located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

2 years after Substantial Completion

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million dollars (\$ 1,000,000) each occurrence, Two Million dollars (\$ 2,000,000) general aggregate, and Two Million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

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

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

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

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

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

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and One Million dollars (\$ 1,000,000) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General
(Paragraphs deleted)
Conditions.

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [X] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Contractor shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General

(Paragraphs deleted)
Conditions.

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

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

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

Coverage	Sub-Limit
Transit	\$1,000,000
Temporary Storage Locations	\$1,000,000

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

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

Coverage	Limits
Umbrella	\$15,000,000/occurrence
	\$15,000,000/aggregate

§ A.3.4 Performance Bond and Payment Bond

The Contractor may provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located,
(Paragraphs deleted)
for the Contract Sum.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

None

EXHIBIT B

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)

STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2026

Monthly Rates Unless Indicated Otherwise

Level 4		2026
Description		Monthly Rates
Air Compressor -175-185 CFM		\$ 1,850.00
Air Compressor -375 CFM Diesel		\$ 3,250.00
Air Compressor -Electric, Port		\$ 1,250.00
Air Compressor, Pancake		\$ 119.00
Air Conditioner 1 Ton Portable		\$ 2,328.00
Air Conditioner 3.5 Ton		\$ 3,150.00
Air Conditioner 12 Ton		\$ 6,100.00
Air Monitor		\$ 290.00
Appliance Dolly		\$ 245.00
Auger		\$ 959.00
Backhoe Loader		\$ 5,603.00
Barrier Picker/Clamp -12000 Lb		\$ 1,250.00
Blower - Backpack		\$ 500.00
Body Harness Kit		\$ 427.00
Boom - 30' Electric		\$ 3,675.00
Boom - 40' Electric		\$ 5,040.00
Boom - 60-66' Electric		\$ 5,750.00
Boom - 40'-45' Straight DSL 4WD		\$ 4,600.00
Boom - 60'-65' Straight DSL 4WD		\$ 5,250.00
Boom - 80'-85' Straight DSL 4WD		\$ 9,765.00
Boom - 125' Straight DSL 4WD		\$ 16,800.00
Boom - 45'-50' Articulated DSL 4WD		\$ 4,750.00
Boom - 60' Articulated DSL		\$ 5,500.00
Boom - 80-85' Artic w/Jib DSL		\$ 9,765.00
Boom - 50-59' Compact Crawler Lift - Battery		\$ 12,500.00
Breaker - Pneumatic 35-90 Lb		\$ 855.00
Breaker - Electric 40 Lb		\$ 785.00
Breaker - Electric 60 Lb		\$ 1,200.00
Brush Cutter 24"		\$ 1,150.00
Builders Level		\$ 700.00
Bull Float		\$ 390.00
Club Car Golf Cart		\$ 2,250.00
Compact Track Loader		\$ 4,634.00
Compaction Wheel - 18" Backhoe		\$ 1,800.00
Compaction Wheel - 24" Backhoe		\$ 1,900.00
Compaction Wheel - 24" 200 Cla		\$ 3,100.00
Concrete Bucket		\$ 2,100.00
Concrete Mixer		\$ 1,400.00
Concrete Vibrator		\$ 721.00
Concrete Washout Pan (Ecopan)		\$ 250.00
Container - 20'-40'		\$ 340.00
Core Drill		\$ 1,456.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)

STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2026

Monthly Rates Unless Indicated Otherwise

Level 4

2026

Description	Monthly Rates
Data Vault	\$ 1,250.00
Delivery Vehicle - per deliver/ per pickup	\$ 350.00
Demo Hammer	\$ 1,967.00
Door & Hardware Vehicle - daily rate	\$ 90.00
Door Cart	\$ 150.00
Door Protector	\$ 50.00
Drill Press	\$ 1,150.00
Drywall Cart	\$ 500.00
Fan - 24"	\$ 140.00
Fan - 36"	\$ 322.00
Fan - 42"	\$ 371.00
Fan - Carpet	\$ 154.00
Fan-Confined Space Blower, 8"	\$ 385.00
Fire Extinguisher	\$ 70.00
FLIR Inspection Camera	\$ 580.00
Floor Buffer	\$ 1,500.00
Floor Scraper - Ride on	\$ 8,950.00
Forklift - 5,000 Lb	\$ 2,250.00
Forklift - Reach 5,001-5,500 Lb 16'-20'	\$ 3,555.00
Forklift - Reach 6,000 Lb 42'	\$ 4,702.00
Forklift - Reach 8,000 Lb 44'	\$ 4,780.00
Forklift - Reach 10,000 Lb 54'	\$ 6,040.00
Forklift - Reach 12,000 Lb 55'	\$ 7,214.00
Forklift Attachment - Jib	\$ 800.00
Forklift Attachment-Trash Hop	\$ 850.00
Forklift Trash Hopper	\$ 2,289.00
Fuel Cube - 50 Gallon	\$ 567.00
Fuel Cube -100 Gallon	\$ 630.00
Fuel Cube -500 Gallon	\$ 950.00
Gang Box - Small	\$ 3,750.00
Gang Box - Large	\$ 6,250.00
Generator - 5-10 KW	\$ 1,448.00
Generator - 20-59 KW - Towable	\$ 2,350.00
Generator - 90-120 KW-Towable	\$ 4,750.00
Grinder - Walk-Behind	\$ 4,750.00
Harrow	\$ 2,155.00
Heater- Convection 200K BTU	\$ 750.00
Heater- Forced Air 170K	\$ 750.00
Heater- Forced Air 250K - 400K	\$ 2,750.00
Heater- Forced Air 500K	\$ 3,750.00
Heater- Indirect 300,000 BTU	\$ 3,550.00
Heater- Indirect 500,000 BTU	\$ 3,750.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)

STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2026

Monthly Rates Unless Indicated Otherwise

Level 4

2026

Description	Monthly Rates
Heater- Indirect 1,000,000 BTU	\$ 8,250.00
Heater- Towable 500,000 BTU	\$ 3,820.00
Heater- Towable 1,000,000 BTU	\$ 8,250.00
Heater- Ground Thaw	\$ 14,250.00
Hoist - Chain Fall	\$ 734.00
Jackhammer	\$ 1,967.00
Jamb Protector	\$ 50.00
Ladder - Extension	\$ 150.00
Ladder	\$ 100.00
Lift - Self Prop & Pusharound 10'-30'	\$ 1,100.00
Lift - Self Prop & Pusharound 40'	\$ 1,800.00
Light Cart - 1,000 Watt	\$ 1,300.00
Light Tower - 4000 Watt Diesel	\$ 1,450.00
Man Lift	\$ 975.00
Manometer-Pressure Recorder	\$ 400.00
Material Lift - 24 - 26'	\$ 950.00
Media Blaster	\$ 1,500.00
Mini Ex Attachment - Bucket	\$ 203.00
Mini Ex Attachment - Compactor	\$ 2,500.00
Mini Excavator- 3000-5999 Lb	\$ 3,300.00
Mini Excavator- 6000-6999 Lb	\$ 3,500.00
Mini Excavator- 7000-7500 Lb	\$ 4,500.00
Mini Excavator- 7501-11000 Lb	\$ 5,000.00
Mini Excavator- 18000-19900 Lb	\$ 6,500.00
Mobile Fall Protection Cart	\$ 1,155.00
Motar Mixer - Gas 9 Cubic Ft	\$ 1,400.00
Mower - Riding 42"	\$ 650.00
Mower - Walk Behind 21"	\$ 406.00
Mower/Trimmer - Walk Behind	\$ 717.00
Nailer - Framing	\$ 475.00
Negative Air Machine	\$ 875.00
Office Trailer	\$ 2,500.00
Pallet Jack	\$ 743.00
Parapet Anchor	\$ 294.00
Planer	\$ 300.00
Plate Compactors	\$ 2,000.00
Porto-Power/Chain Fall	\$ 350.00
Power Buggy, 16 Cu. Ft.	\$ 2,280.00
Pressure Washer - Cold	\$ 1,500.00
Pressure Washer - Hot	\$ 2,150.00
Engineer Cell Phone	\$ 125.00
Project Manager Cell Phone	\$ 125.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)

STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2026

Monthly Rates Unless Indicated Otherwise

Level 4

2026

Description		Monthly Rates
Project Supt Cell Phone	\$	125.00
Project Engineer Vehicle	\$	1,100.00
Project Manager Vehicle	\$	1,700.00
Project Supt Vehicle	\$	1,700.00
Project Senior Supt Vehicle	\$	1,975.00
Pump - Hydrostat Test 300 - 500 PSI	\$	1,500.00
Pump - Hydrostat Test 10,000 PSI	\$	2,750.00
Pump - 2" Sump	\$	650.00
Pump- Submersible 3/4" 110V Ele	\$	450.00
Pump- Submersible 2" 110V Elec	\$	650.00
Pump- Submersible 3" 110V Elec	\$	900.00
Pump - Trash	\$	1,300.00
Radio	\$	125.00
Rammer	\$	1,040.00
Raptor - License Reader	\$	1,200.00
Rebar Bender/Cutter	\$	450.00
Rebar Cutter - Electric	\$	975.00
Road Plate	\$	375.00
Roll-A-Lift Pair 6000 Lb	\$	1,000.00
Roller Kit - Machine Skates 8	\$	675.00
Roller - Ride-On 36"	\$	2,576.00
Roller - Ride-On SD 47"	\$	6,250.00
Roller - Ride-On SD 56"	\$	6,751.00
Roller - Ride-On SD 66"	\$	7,214.00
Roller - Ride-On SD 84"	\$	9,443.00
Roller - Trench Pad Foot Dd	\$	3,200.00
Rotating Laser	\$	1,183.00
Roust-A-Bout - 15' 1500Lb	\$	2,076.00
Safety Vehicle - daily rate	\$	75.00
Saw - Beam Saw	\$	1,010.00
Saw - Chainsaw 14"	\$	224.00
Saw - Chainsaw 18"	\$	450.00
Saw - Chopsaw	\$	126.00
Saw - Concrete Saw W/B	\$	1,134.00
Saw - Cut-Off Electric 14"	\$	945.00
Saw - Demo Saw 14"	\$	2,967.00
Saw - Mitre Saw 14"	\$	518.00
Saw - Table Saw 10"	\$	413.00
Scabbler - Pneumatic 5 Head	\$	3,500.00
Scaffold - 5'X5'X7'	\$	862.00
Scaffold - Perry Single Section	\$	400.00
Scaffold - Utility Package	\$	608.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)

STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2026

Monthly Rates Unless Indicated Otherwise

Level 4

2026

Description		Monthly Rates
Scarifier - Concrete W/B 8"	\$	4,393.00
Scissor Lift - 12-20' Electric	\$	1,175.00
Scissor Lift - 26-33' Electric or 4WD	\$	2,265.00
Scissor Lift - 40-43' Electric or 4WD	\$	2,468.00
Security System - Camera	\$	853.00
Self Retracting Lifeline 33'	\$	350.00
Seeder	\$	750.00
Sewer Scope	\$	730.00
Shot Blaster- w/Vac and Magnet	\$	5,500.00
Silt Fence Plow	\$	650.00
Skid Attach - Auger	\$	1,900.00
Skid Attach - Breaker	\$	2,074.00
Skid Attach - Breaker 1000Lb	\$	3,780.00
Skid Attach - Brush Mower 72"	\$	2,143.00
Skid Attach - Dirt Scarifier	\$	2,076.00
Skid Attach - Forks	\$	650.00
Skid Attach - GrappleBuckt 66"	\$	933.00
Skid Attach - Harrow Disc	\$	2,155.00
Skid Attach - Hydraulic Breakr	\$	5,000.00
Skid Attach - Post Dr	\$	1,400.00
Skid Attach - Rock Bucket	\$	821.00
Skid Attach - Seeder w/Crimp	\$	2,155.00
Skid Attach - Smooth Bucket	\$	821.00
Skid Attach - Snow Blade 84"	\$	1,400.00
Skid Attach - Sweeper & Hopper	\$	1,400.00
Skid Attach - Trencher 48"	\$	1,724.00
Skidsteer Loader - 1750-2200 Lb	\$	3,150.00
Skidsteer Loader - 3200 Lb	\$	4,017.00
Slab Grabber Rail System	\$	70.00
Snowblower	\$	931.00
Sprayer - Cure	\$	130.00
Starlink System	\$	86.00
Stick/ Wire Feeder	\$	371.00
Storage Trailer - 40'	\$	1,000.00
Storage Trailer - 45'	\$	1,200.00
Surveyor Vehicle - daily rate	\$	75.00
Tattle Tale (Alarm System)	\$	350.00
Temporary Fence Panels per Linear Foot	\$	1.50
Temporary Lighting System	\$	150.00
Temporary Lighting Sys-LED Cordless	\$	200.00
Temporary Power Distribution Box	\$	650.00
Theodolite / Digital Transit	\$	455.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)

STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2026

Monthly Rates Unless Indicated Otherwise

Level 4

2026

Description	Monthly Rates
Threader	\$ 2,155.00
Tile Stripper - W/B,110 V Elec	\$ 2,181.00
Torch - Oxygen/Acetylene	\$ 320.00
Total Station:Trimble	\$ 4,000.00
Tractor Diesel - 35 To 40 Hp	\$ 5,098.00
Tractor Loader-Landscape/Skip	\$ 4,843.00
Trackout Control Mats	\$ 350.00
Trailer - Dump	\$ 1,300.00
Trailer - Tilt	\$ 1,300.00
Trailer - Tilt Single Axle	\$ 1,300.00
Trailer - Vacuum, 500 Gal.	\$ 9,500.00
Trash Buggy	\$ 375.00
Trash Chute	\$ 190.00
Trash Chute - 30"X48"L Section	\$ 295.00
Trash Chute - Hopper	\$ 295.00
Trash Chute-Parapet Outrigger	\$ 276.00
Trencher - Ride-On 30-39Hp	\$ 3,550.00
Trencher - Walk Behind	\$ 1,995.00
Truck - Water 2000 Gallon	\$ 7,328.00
Truck - Dump Single Axle 5 Yd	\$ 6,141.00
Two Wheel Dolly	\$ 95.00
Utility Cart	\$ 150.00
Utility Vehicle - 4X4	\$ 1,738.00
Warehouse Vehicle - daily rate	\$ 75.00
Warranty Vehicle - daily rate	\$ 340.00
Warranty Manager Vehicle - daily rate	\$ 340.00
Water Cooler	\$ 35.00
Water Meter	\$ 1,653.00
Water Tote - 330 Gallon	\$ 180.00
Water Trailer - 500 Gallon	\$ 1,361.00
Weather Protection Blanket	\$ 90.00
Weed Trimmer/Whacker	\$ 210.00
Welders 180 Amp - Portable Gas	\$ 1,375.00
Wheel Loader - 1 Yd	\$ 6,034.00
Wheel Loader - 2 3/4 - 3 1/2 Yd	\$ 9,688.00

These rates subject to adjustment at the beginning of every calendar quarter.

Makeup of bill rates not subject to audit.

EXHIBIT C

Fransen Pittman Labor Rates - Johnstown Community Center

Position	2026 Rate	2027 Rate	2028 Rate
Project Executive	\$157.35	\$165.22	\$173.48
General Superintendent	\$165.58	\$173.86	\$182.55
Project Manager	\$141.28	\$148.34	\$155.76
Project Superintendent	\$141.28	\$148.34	\$155.76
MEP Coordinator	\$126.96	\$133.31	\$139.97
Quality Control Manager	\$100.55	\$105.58	\$110.86
Project Engineer	\$123.90	\$130.10	\$136.60
Project Administrator	\$64.08	\$67.28	\$70.64
Field Engineer	\$123.90	\$130.10	\$136.60
Assistant Project Manager	\$124.35	\$130.57	\$137.09
Assistant Project Superintendent	\$131.25	\$137.81	\$144.70
Foreman	\$129.15	\$135.61	\$142.39
Lead Man	\$121.31	\$127.38	\$133.75
Carpenter	\$103.00	\$108.15	\$113.55
Carpenter Apprentice	\$98.17	\$103.08	\$108.24
Laborer	\$88.72	\$93.16	\$97.81
Field Supervisor	\$163.85	\$172.04	\$180.64
Safety Officer	\$126.96	\$133.31	\$139.97
Surveyor	\$178.08	\$186.98	\$196.33
Civil Systems Director	\$178.08	\$186.98	\$196.33
Civil Systems Coordinator	\$126.96	\$133.31	\$139.97
Estimator	\$135.00	\$141.75	\$148.84

These rates subject to adjustment at the beginning of every calendar quarter
Overtime for hourly positions will be billed at 1.5 times the above burdened rates
Makeup of bill rates not subject to audit

Fransen Pittman Insurance Rates per thousand

General Liability CGL	\$ 7.95
Umbrella	\$ 4.95
Professional Liability	\$ 1.15
Builder's Risk Allowance	REFER TO EXHIBIT I

Builders Risk Rates per thousand	Base Rates	Difference in Conditions	Base Rates
Frame Construction	\$0.49000		\$0.19600
Joisted Masonry	\$0.26100		\$0.10440
Non-Combustible Construction	\$0.12300		\$0.04920
Masonry Non-Combustible Construction	\$0.11600		\$0.04640
Modified Fire Resistive & Fire Resistive Construction	\$0.11600		\$0.04640
Fire Resistive Construction	\$0.08700		\$0.03480
Landscape/Infrastructure/Site Amenities	\$0.10800		\$0.04320

* Project Dollar Limits are associated with each coverage group for Builder's Risk Insurance

** Structural / Non-Structural renovations will have modified rates than above

*** Final Builder's Risk cost is TBD and needs coordination with Owner's Insurance carrier to ensure proper coverage

EXHIBIT D — DRAWING AND SPECIFICATIONS INDEX

GMP Contract between the Town of Johnstown, Colorado (Owner) and Fransen Pittman Construction (CM/GC)

Project: Johnstown Community Center — 550 Mountain Bluebird Drive, Johnstown, CO 80534

Basis Documents: 50% Construction Documents prepared by Collab Architecture and its consultants, transmitted 06/29/2026 — Drawings (201 sheets) and Project Manual / Specifications Volume 1 of 1 (767 pages, dated June 2026)

PART 1 — INDEX OF DRAWINGS

Item	Sheet No.	Sheet Title	Issue Date*
GENERAL (12 sheets)			
1	G0.01	Cover Sheet	06-26-2026
2	G0.02	Drawing Index	06-26-2026
3	G1.01	System Notes/Sheet Specifications	06-26-2026
4	G1.02	System Notes/Sheet Specifications	06-26-2026
5	G1.03	System Notes/Sheet Specifications	06-26-2026
6	G2.01	Code Analysis	06-26-2026
7	G2.02	Code Analysis - Overall Plan	06-26-2026
8	G2.03	Code Analysis - Community Center	06-26-2026
9	G2.04	Code Analysis - Senior Center	06-26-2026
10	G2.05	Code Analysis - Parks & Rec	06-26-2026
11	G3.01	Typical Accessibility Details	06-26-2026
12	G3.02	Typical Accessibility Details	06-26-2026
CIVIL (35 sheets)			
13	C0.1	General Legend Notes and Abbreviations	04-24-2026 †
14	C0.2	Overall Demolition Plan	04-24-2026 †
15	CE1.0	Initial Erosion Control Plan	04-24-2026 †
16	CE1.1	Interim Erosion Control Plan	04-24-2026 †
17	CE1.2	Final Erosion Control Plan	04-24-2026 †
18	CE1.3	SWMP Notes and Erosion Control Details	04-24-2026 †
19	CE1.4	Erosion Control Details	04-24-2026 †
20	CE1.5	Erosion Control Details	04-24-2026 †
21	C1.0	Overall Grading and Drainage Plan	04-24-2026 †
22	C1.1	Detailed Grading and Drainage Plan	04-24-2026 †
23	C1.2	Detailed Grading and Drainage Plan	04-24-2026 †
24	C1.3	Detailed Grading and Drainage Plan	04-24-2026 †
25	C1.4	Detailed Grading and Drainage Plan	04-24-2026 †
26	C1.5	Storm Plan & Profile	04-24-2026 †
27	C1.6	Storm Plan & Profile	04-24-2026 †
28	C1.7	Storm Plan & Profile	04-24-2026 †
29	C1.8	Storm Plan & Profile	04-24-2026 †
30	CD1.0	Grading & Drainage Details	04-24-2026 †
31	CD1.1	Grading & Drainage Details	04-24-2026 †
32	C2.0	Overall Utility Plans	04-24-2026 †
33	C2.1	Water Line Plan and Profile	04-24-2026 †
34	C2.2	Water Line Plan and Profile	04-24-2026 †
35	C2.3	Water Line Plan and Profile	04-24-2026 †
36	C2.4	Sanitary Plan and Profile	04-24-2026 †
37	CD2.0	Utility Details	04-24-2026 †
38	CD2.1	Utility Details	04-24-2026 †
39	C3.0	Overall Horizontal Control Plan	04-24-2026 †
40	C3.1	Detailed Horizontal Control Plan	04-24-2026 †
41	C3.2	Detailed Horizontal Control Plan	04-24-2026 †
42	C3.3	Detailed Horizontal Control Plan	04-24-2026 †
43	C3.4	Detailed Horizontal Control Plan	04-24-2026 †
44	C3.5	Roadway Plan & Profile	04-24-2026 †

Item	Sheet No.	Sheet Title	Issue Date*
45	C3.6	Roadway Plan & Profile	04-24-2026 †
46	CD3.0	Site Details	04-24-2026 †
47	CD3.1	Site Details	04-24-2026 †
LANDSCAPE (11 sheets)			
48	L100	Overall Site Plan	06-05-2026
49	L101	Site Plan	06-05-2026
50	L102	Site Plan	06-05-2026
51	L103	Site Plan	06-05-2026
52	L104	Site Plan	06-05-2026
53	L200	Overall Landscape Plan	06-05-2026
54	L201	Landscape Plan	06-05-2026
55	L202	Landscape Plan	06-05-2026
56	L203	Landscape Plan	06-05-2026
57	L204	Landscape Plan	06-05-2026
58	L300	Landscape Details	06-05-2026
IRRIGATION (8 sheets)			
59	IR1.0	Notes and Legend	06-05-2026
60	IR2.0	Key Map	06-05-2026
61	IR2.1	Irrigation Plan	06-05-2026
62	IR2.2	Irrigation Plan	06-05-2026
63	IR2.3	Irrigation Plan	06-05-2026
64	IR3.0	Irrigation Details	06-05-2026
65	IR3.1	Irrigation Details	06-05-2026
66	IR3.2	Irrigation Details	06-05-2026
ARCHITECTURAL (57 sheets)			
67	A1.01	Architectural Site Plan	06-26-2026
68	A1.21	Floor Plan - Overall	06-26-2026
69	A1.22	Floor Plan - Community Center	06-26-2026
70	A1.23	Floor Plan - Senior Center	06-26-2026
71	A1.24	Floor Plan - Parks & Rec	06-26-2026
72	A1.25	Transom Window Plan	06-26-2026
73	A1.31	Roof Plans	06-26-2026
74	A1.41	Reflected Ceiling Plans	06-26-2026
75	A1.42	Reflected Ceiling Plans - Community Center	06-26-2026
76	A1.43	Reflected Ceiling Plans - Senior Center	06-26-2026
77	A1.44	Reflected Ceiling Plans - Parks & Rec	06-26-2026
78	A2.01	Building Elevations	06-26-2026
79	A2.02	Building Elevations	06-26-2026
80	A3.01	Building Sections	06-26-2026
81	A3.02	Building Sections	06-26-2026
82	A4.01	Enlarged Plans	06-26-2026
83	A4.02	Enlarged Plans	06-26-2026
84	A4.21	Wall Sections	06-26-2026
85	A4.22	Wall Sections	06-26-2026
86	A4.23	Wall Sections	06-26-2026
87	A4.24	Wall Sections	06-26-2026
88	A4.25	Wall Sections	06-26-2026
89	A4.26	Wall Sections	06-26-2026
90	A4.27	Wall Details	06-26-2026
91	A4.31	Section Details	06-26-2026
92	A5.01	Community Center Architectural Details	06-26-2026
93	A5.02	Senior Center Architectural Details	06-26-2026
94	A5.03	Senior Center Architectural Details	06-26-2026

Item	Sheet No.	Sheet Title	Issue Date*
95	A5.04	Parks & Rec Architectural Details	06-26-2026
96	A6.01	Door Schedule, Door Diagrams, Hardware, Door Details	06-26-2026
97	A6.11	Window Schedule, Window Diagrams, Window Details	06-26-2026
98	A7.01	Finish Plans - Overall	06-26-2026
99	A7.02	Finish Plans - Community Center	06-26-2026
100	A7.03	Finish Plans - Senior Center	06-26-2026
101	A7.04	Finish Plans - Parks & Rec	06-26-2026
102	A7.21	Interior Finish Elevations	06-26-2026
103	A7.22	Interior Finish Elevations	06-26-2026
104	A7.23	Interior Finish Elevations	06-26-2026
105	A7.24	Interior Finish Elevations	06-26-2026
106	A7.25	Interior Finish Elevations	06-26-2026
107	A7.26	Interior Finish Elevations	06-26-2026
108	A7.27	Interior Finish Elevations	06-26-2026
109	A7.28	Interior Finish Elevations	06-26-2026
110	A7.29	Interior Finish Elevations	06-26-2026
111	A7.30	Interior Finish Elevations	06-26-2026
112	A7.31	Interior Finish Elevations	06-26-2026
113	A7.32	Interior Finish Elevations	06-26-2026
114	A7.33	Interior Finish Elevations	06-26-2026
115	A7.34	Interior Finish Elevations	06-26-2026
116	A7.35	Interior Finish Elevations	06-26-2026
117	A7.36	Interior Finish Elevations	06-26-2026
118	A7.37	Interior Finish Elevations	06-26-2026
119	A7.38	Interior Finish Elevations	06-26-2026
120	A7.39	Interior Finish Elevations	06-26-2026
121	A7.40	Interior Finish Elevations	06-26-2026
122	A7.41	Casework Details	06-26-2026
123	A8.02	Equipment Plans	06-26-2026
STRUCTURAL (28 sheets)			
124	S0.01	General Notes	06-05-2026
125	S0.02	General Notes	06-05-2026
126	S0.03	Abbreviation, Symbols Key, & 3D View	06-05-2026
127	S0.04	IBC 2024 Statement Of Special Inspection	06-05-2026
128	S0.05	Load Keys	06-05-2026
129	S1.21	Foundation Plan - Overall	06-05-2026
130	S1.22	Foundation Plan - Community Center	06-05-2026
131	S1.23	Foundation Plan - Senior Center	06-05-2026
132	S1.24	Foundation Plan - Parks & Rec	06-05-2026
133	S1.41	Roof Framing Plan - Overall	06-05-2026
134	S1.42	Roof Framing Plan - Community Center	06-05-2026
135	S1.43	Roof Framing Plan - Senior Center	06-05-2026
136	S1.44	Roof Framing Plan - Parks & Rec	06-05-2026
137	S1.51	Main Roof Shear Wall Plan - Overall	06-05-2026
138	S1.52	High Roof Shear Wall Plan - Overall	06-05-2026
139	S1.53	Shear Wall Schedules & Details	06-05-2026
140	S1.54	Elevations	06-05-2026
141	S5.01	Schedules	06-05-2026
142	S5.02	Schedules	06-05-2026
143	S5.03	Typical Details - Concrete	06-05-2026
144	S5.04	Typical Details - Wood	06-05-2026
145	S5.05	Typical Details - Wood	06-05-2026
146	S5.06	Typical Details - Steel	06-05-2026

Item	Sheet No.	Sheet Title	Issue Date*
147	S5.07	Typical Details - Simpson Strong Wall	06-05-2026
148	S5.10	Foundation Details	06-05-2026
149	S5.11	Roof Details	06-05-2026
150	S5.12	Roof Details	06-05-2026
151	S5.13	Roof Details	06-05-2026
MECHANICAL — HVAC (23 sheets)			
152	H0.1	HVAC Notes & Drawing Index	06-05-2026
153	H0.2	HVAC Notes, Comcheck & Legends	06-05-2026
154	H0.3	HVAC Controls Sequence and Schedule	06-05-2026
155	H2.0	HVAC Zones	06-05-2026
156	H2.1	HVAC Overall Plan	06-05-2026
157	H2.2	HVAC Roof Plan	06-05-2026
158	H3.1	HVAC Enlarged Plan - Community Center	06-05-2026
159	H3.2	HVAC Enlarged Plan - Senior Center	06-05-2026
160	H3.3	HVAC Enlarged Plan - Parks & Rec	06-05-2026
161	H7.1	HVAC Details	06-05-2026
162	H8.1	HVAC Schedules	06-05-2026
163	H8.2	HVAC Schedules	06-05-2026
164	H8.3	HVAC Schedules	06-05-2026
165	H8.4	HVAC Schedules	06-05-2026
166	H8.5	HVAC Schedules	06-05-2026
167	H8.6	HVAC Schedules	06-05-2026
168	H8.7	HVAC Schedules	06-05-2026
169	H8.8	HVAC Schedules	06-05-2026
170	H8.9	HVAC Schedules	06-05-2026
171	H8.10	HVAC Schedules	06-05-2026
172	H8.11	HVAC Schedules	06-05-2026
173	H8.12	HVAC Schedules	06-05-2026
174	H8.13	HVAC Schedules	06-05-2026
PLUMBING (15 sheets)			
175	P0.1	Plumbing Notes & Drawing Index	06-05-2026
176	P0.2	Plumbing Notes and Legend	06-05-2026
177	P1.1	First Floor Community Center Waste & Vent Plan	06-05-2026
178	P1.2	First Floor Senior Center Waste & Vent Plan	06-05-2026
179	P1.3	First Floor Parks & Rec Waste & Vent Plan	06-05-2026
180	P1.4	Plumbing Vent Floor Plan	06-05-2026
181	P2.1	First Floor Community Center Water & Gas Plan	06-05-2026
182	P2.2	First Floor Senior Center Water & Gas Floor Plan	06-05-2026
183	P2.3	First Floor Parks & Rec Water and Gas Floor Plan	06-05-2026
184	P2.4	Plumbing Roof Plan	06-05-2026
185	P4.1	Plumbing Waste & Vent Isometric	06-05-2026
186	P7.1	Plumbing Details	06-05-2026
187	P8.1	Plumbing Schedules & Details	06-05-2026
188	P8.2	Plumbing Schedules	06-05-2026
189	P8.3	Plumbing Schedules	06-05-2026
ELECTRICAL (12 sheets)			
190	E0.1	Notes, Legend, Index	06-05-2026
191	E0.2	Electrical Schedules	06-05-2026
192	E0.3	Electrical Schedules	06-05-2026
193	E1.1	Electrical Site Plan	06-05-2026
194	E2.1	Lighting Plan - Entry Corridor	06-05-2026
195	E2.2	Lighting Plan - Community Center	06-05-2026
196	E2.3	Lighting Plan - Senior Center	06-05-2026

Item	Sheet No.	Sheet Title	Issue Date*
197	E2.4	Lighting Plan - Parks & Rec	06-05-2026
198	E3.1	Power Plan - Community Center	06-05-2026
199	E3.2	Power Plan - Senior Center	06-05-2026
200	E3.3	Power Plan - Parks & Rec	06-05-2026
201	E3.4	Power Plan - Roof Plan	06-05-2026

* Issue date as shown in each sheet title block for the "CD: 50%" milestone. † Civil sheets (C-, CE-, CD- series) carry the 04/24/2026 issue date as received in the 50% CD package transmitted 06/29/2026; no CD milestone entry appears in the civil title blocks.

Total: 201 sheets

EXHIBIT D — DRAWING AND SPECIFICATIONS INDEX

GMP Contract between the Town of Johnstown, Colorado (Owner) and Fransen Pittman Construction (CM/GC)

Project: Johnstown Community Center — 550 Mountain Bluebird Drive, Johnstown, CO 80534

Basis Documents: 50% Construction Documents prepared by Collab Architecture and its consultants, transmitted 06/29/2026 — Drawings (201 sheets) and Project Manual / Specifications Volume 1 of 1 (767 pages, dated June 2026)

PART 2 — INDEX OF SPECIFICATIONS (PROJECT MANUAL VOLUME 1 OF 1)

Item	Section No.	Section Title	Pages	Issue
DIVISION 02 — EXISTING CONDITIONS				
1	02 41 00	Demolition	5	50% CD 06/29/2026
DIVISION 03 — CONCRETE				
2	03 10 00	Concrete Forming and Accessories	6	50% CD 06/29/2026
3	03 20 00	Concrete Reinforcing	5	50% CD 06/29/2026
4	03 30 00	Cast-In-Place Concrete	20	50% CD 06/29/2026
5	03 35 43	Polished Concrete Finishing	4	50% CD 06/29/2026
6	03 45 00	Precast Architectural Concrete	14	50% CD 06/29/2026
DIVISION 04 — MASONRY				
7	04 73 00.12	Exterior Cast Stone Masonry Veneer	11	50% CD 06/29/2026
DIVISION 05 — METALS				
8	05 50 00	Metal Fabrications	8	50% CD 06/29/2026
9	05 70 00	Decorative Metal	4	50% CD 06/29/2026
DIVISION 06 — WOOD, PLASTICS, AND COMPOSITES				
10	06 10 00	Rough Carpentry	6	50% CD 06/29/2026
11	06 16 00	Sheathing	3	50% CD 06/29/2026
12	06 17 15	Engineered Structural Wood	4	50% CD 06/29/2026
13	06 17 53	Shop-Fabricated Wood Trusses	4	50% CD 06/29/2026
14	06 20 13	Exterior Finish Carpentry	4	50% CD 06/29/2026
15	06 40 23	Interior Architectural Woodwork	5	50% CD 06/29/2026
16	06 42 16	Flush Wood Paneling	5	50% CD 06/29/2026
17	06 64 00	Plastic Paneling	2	50% CD 06/29/2026
18	06 64 00.10	Plastic Wainscot Paneling	4	50% CD 06/29/2026
DIVISION 07 — THERMAL AND MOISTURE PROTECTION				
19	07 21 00	Thermal Insulation	4	50% CD 06/29/2026
20	07 25 00	Weather Barriers	2	50% CD 06/29/2026
21	07 27 13	Modified Bituminous Sheet Air Barriers	5	50% CD 06/29/2026
22	07 41 13.16	Standing-Seam Metal Roof Panels	11	50% CD 06/29/2026
23	07 54 23	Thermoplastic-Polyolefin (TPO) Roofing	11	50% CD 06/29/2026
24	07 62 00	Sheet Metal Flashing and Trim	13	50% CD 06/29/2026
25	07 72 00	Roof Accessories	4	50% CD 06/29/2026
26	07 92 00	Joint Sealants	9	50% CD 06/29/2026
DIVISION 08 — OPENINGS				
27	08 11 13	Hollow Metal Doors and Frames	7	50% CD 06/29/2026
28	08 14 16	Flush Wood Doors	5	50% CD 06/29/2026
29	08 31 00	Access Doors and Panels	3	50% CD 06/29/2026
30	08 33 13	Coiling Counter Doors	5	50% CD 06/29/2026
31	08 36 13	Sectional Doors	3	50% CD 06/29/2026
32	08 41 13	Aluminum-Framed Entrances and Storefronts	10	50% CD 06/29/2026
33	08 71 00	Door Hardware	8	50% CD 06/29/2026
34	08 80 00	Glazing	6	50% CD 06/29/2026
35	08 83 00	Mirrors	5	50% CD 06/29/2026
DIVISION 09 — FINISHES				
36	09 29 00	Gypsum Board	5	50% CD 06/29/2026
37	09 30 00	Tiling	6	50% CD 06/29/2026
38	09 51 13	Acoustical Panel Ceilings	6	50% CD 06/29/2026
39	09 54 00	Specialty Ceilings	6	50% CD 06/29/2026
40	09 65 00	Resilient Flooring	4	50% CD 06/29/2026
41	09 68 13	Tile Carpeting	4	50% CD 06/29/2026
42	09 90 00	Painting and Coating	7	50% CD 06/29/2026
43	09 97 33	Concrete Floor Sealer	5	50% CD 06/29/2026
DIVISION 10 — SPECIALTIES				
44	10 14 23	Panel Signage	3	50% CD 06/29/2026

Item	Section No.	Section Title	Pages	Issue
45	10 21 13	Toilet Compartments	4	50% CD 06/29/2026
46	10 22 39	Folding Panel Partitions	4	50% CD 06/29/2026
47	10 28 00	Toilet, Bath, and Laundry Accessories	4	50% CD 06/29/2026
48	10 44 00	Fire Protection Specialties	4	50% CD 06/29/2026
49	10 51 13	Metal Lockers	8	50% CD 06/29/2026
DIVISION 11 — EQUIPMENT				
50	11 30 13	Residential Appliances	5	50% CD 06/29/2026
DIVISION 12 — FURNISHINGS				
51	12 24 13	Roller Window Shades	5	50% CD 06/29/2026
52	12 32 16	Manufactured Plastic Laminate Clad Casework	5	50% CD 06/29/2026
53	12 36 00	Countertops	4	50% CD 06/29/2026
54	12 93 00	Site Furnishings	5	50% CD 06/29/2026
DIVISION 22 — PLUMBING				
55	22 05 00	Common Work Results for Plumbing	6	50% CD 06/29/2026
56	22 07 00	Plumbing Insulation	9	50% CD 06/29/2026
57	22 11 16	Potable Water Piping	7	50% CD 06/29/2026
58	22 11 19	Potable Water Piping Specialties	8	50% CD 06/29/2026
59	22 11 23	Potable Water Pumps	5	50% CD 06/29/2026
60	22 13 00	Sanitary Sewerage	4	50% CD 06/29/2026
61	22 14 00	Storm Drainage	7	50% CD 06/29/2026
62	22 20 23	Natural Gas Piping	7	50% CD 06/29/2026
63	22 33 00	Potable Water Heater - Electric	5	50% CD 06/29/2026
64	22 34 00	Fuel-Fired Potable Water Heaters	5	50% CD 06/29/2026
65	22 40 00	Plumbing Fixtures	6	50% CD 06/29/2026
DIVISION 23 — HEATING, VENTILATING, AND AIR CONDITIONING				
66	23 05 00	Common Work Results for HVAC	9	50% CD 06/29/2026
67	23 05 48	Vibration Controls for HVAC Piping and Equipment	3	50% CD 06/29/2026
68	23 05 93	Testing, Adjusting and Balancing	15	50% CD 06/29/2026
69	23 07 00	HVAC Insulation	12	50% CD 06/29/2026
70	23 31 13	Metal Ducts	9	50% CD 06/29/2026
71	23 33 00	Air Duct Accessories	9	50% CD 06/29/2026
72	23 34 23	HVAC Power Ventilators	10	50% CD 06/29/2026
73	23 36 00	Air Terminal Units	4	50% CD 06/29/2026
74	23 37 00	Air Outlets and Inlets	6	50% CD 06/29/2026
75	23 74 13	Packaged Rooftop Air Conditioning Units	13	50% CD 06/29/2026
76	23 74 35	Gas Fired Make-Up Air Units	4	50% CD 06/29/2026
77	23 81 25	Split System Heat Pump Units	4	50% CD 06/29/2026
78	23 81 28	Ductless Split System Air Conditioners	4	50% CD 06/29/2026
79	23 82 00	Convection Heat Units	3	50% CD 06/29/2026
80	23 82 16	Air Coils	4	50% CD 06/29/2026
81	23 82 19	Fan Coil Units	2	50% CD 06/29/2026
82	23 82 39	Electric Terminal Heaters	5	50% CD 06/29/2026
DIVISION 26 — ELECTRICAL				
83	26 05 00	Common Work Results for Electrical	5	50% CD 06/29/2026
84	26 05 19	Low-Voltage Electrical Power Conductors and Cables	4	50% CD 06/29/2026
85	26 05 26	Grounding and Bonding for Electrical Systems	5	50% CD 06/29/2026
86	26 05 29	Hangers and Supports for Electrical Systems	5	50% CD 06/29/2026
87	26 05 33	Raceway and Boxes for Electrical Systems	7	50% CD 06/29/2026
88	26 05 44	Utility Trenching	6	50% CD 06/29/2026
89	26 05 53	Identification for Electrical Systems	6	50% CD 06/29/2026
90	26 09 23	Lighting Control Devices	4	50% CD 06/29/2026
91	26 24 16	Panelboards	5	50% CD 06/29/2026
92	26 27 13	Electricity Metering	3	50% CD 06/29/2026
93	26 27 26	Wiring Devices	5	50% CD 06/29/2026
94	26 28 13	Fuses	2	50% CD 06/29/2026
95	26 28 16	Enclosed Switches	3	50% CD 06/29/2026
96	26 51 00	Interior Lighting	5	50% CD 06/29/2026
97	26 56 00	Exterior Lighting	6	50% CD 06/29/2026
DIVISION 31 — EARTHWORK				
98	31 00 00	Earthwork	26	50% CD 06/29/2026

Item	Section No.	Section Title	Pages	Issue
99	31 25 00	Erosion and Sedimentation Controls	8	50% CD 06/29/2026
DIVISION 32 — EXTERIOR IMPROVEMENTS				
100	32 05 16	Aggregates for Exterior Improvements	3	50% CD 06/29/2026
101	32 12 00	Flexible Paving	15	50% CD 06/29/2026
102	32 13 00	Rigid Paving	11	50% CD 06/29/2026
103	32 13 16	Decorative Concrete Finishes	7	50% CD 06/29/2026
104	32 84 00	Planting Irrigation	16	50% CD 06/29/2026
105	32 91 13	Soil Preparation	5	50% CD 06/29/2026
106	32 92 00	Turf and Grasses	6	50% CD 06/29/2026
107	32 92 13	Hydro Mulching	5	50% CD 06/29/2026
108	32 93 00	Plants	5	50% CD 06/29/2026
109	32 94 00	Planting Accessories	5	50% CD 06/29/2026
DIVISION 33 — UTILITIES				
110	33 10 00	Water Utilities	39	50% CD 06/29/2026
111	33 33 00	Sanitary Sewerage Utilities	17	50% CD 06/29/2026
112	33 40 00	Storm Drainage Systems	14	50% CD 06/29/2026

Total: 112 sections bound in Specifications Volume 1 of 1

PART 3 — SECTIONS LISTED IN PROJECT MANUAL TABLE OF CONTENTS BUT NOT ISSUED WITH THE 50% CD SET

The following sections appear in the Project Manual Table of Contents (Section 000110) but are not bound in Volume 1 as transmitted. These documents are not included in the GMP basis and will be incorporated by Amendment or Addendum upon issuance.

Division 01 — General Requirements (11 sections: 01 10 00 Summary; 01 21 00 Allowances; 01 25 00 Substitution Procedures; 01 26 00 Contract Modification Procedures; 01 29 00 Payment Procedures; 01 31 00 Project Management and Coordination; 01 33 00 Submittal Procedures; 01 40 00 Quality Requirements; 01 50 00 Temporary Facilities and Controls; 01 77 00 Closeout Procedures; 01 91 13 General Commissioning Requirements)	Noted in TOC: "TO BE ISSUED VIA ADDENDUM"
Division 21 — Fire Suppression (7 sections: 21 05 00; 21 05 03; 21 05 05; 21 05 29; 21 05 53; 21 08 00; 21 13 02 Fire Protection Performance Based Design)	Listed in TOC; not bound
06 40 00 Architectural Woodwork	Listed in TOC; not bound (06 40 23 is bound)
08 41 26 All-Glass Entrances and Storefronts	Listed in TOC; not bound
10 26 00 Wall and Door Protection	Listed in TOC; not bound
26 20 00 Service Entrance	Listed in TOC; not bound
03 01 30 Maintenance of Cast-in-Place Concrete	Listed in TOC; not bound
32 91 15 Soil Preparation (Performance)	Listed in TOC; not bound (32 91 13 is bound)

PART 4 — REFERENCE DOCUMENTS

Geotechnical Report No. 26-0006, Ground Engineering Consultants, dated March 12, 2026 (referenced on Drawing S0.01 and in Section 31 00 00)	By reference; not furnished with the 50% CD transmittal
Deferred Submittal Items per Drawing G0.01: Fire Alarm System; Fire Suppression System (design-build; to be submitted for approval by the appropriate sub-contractor or third-party designer/engineer/installer)	Per G0.01 Deferred Submittals



Johnstown Community Center
50% CD Set - iGMP

EXHIBIT E

ESTIMATE DATE: 09/18/26
BUILDING AREA IN SQ FT: 16494
DRAWINGS PREPARED BY: Collab
DRAWINGS ARE DATED: 6/26/2026

DIV NO	DIVISION RECAP	DIVISION TOTAL	\$ PER S.F.	% OF TTL
00	General Conditions	666,736	\$40.42	4.4%
01 02 31 32 33 34	General Requirements, Existing Conditions, Site Work	4,356,298	\$264.11	29.0%
03	Concrete	719,246	\$43.61	4.8%
04	Masonry	241,074	\$14.62	1.6%
05	Metals	127,923	\$7.76	0.9%
06	Carpentry	1,499,067	\$90.89	10.0%
07	Moisture Protection	1,254,684	\$76.07	8.4%
08	Doors, Windows & Glass	702,081	\$42.57	4.7%
09	Finishes	801,646	\$48.60	5.3%
10	Specialties	350,351	\$21.24	2.3%
11	Equipment	73,439	\$4.45	0.5%
12	Furnishings	48,692	\$2.95	0.3%
13	Special Construction	0	\$0.00	0.0%
14	Conveying Systems	0	\$0.00	0.0%
21 22 23	Mechanical	1,512,967	\$91.73	10.1%
26 27 28	Electrical & Low Voltage	1,183,410	\$71.75	7.9%
DIRECT COST		13,537,613	\$820.76	90.27%
	State & Local Tax 0.000%	0	\$0.00	0.00%
	Use Tax Allowance LS	0	\$0.00	0.00%
	Permit & Plan Review Fee Allowance LS	0	\$0.00	0.00%
	Project Fee 1.95%	292,445	\$17.73	1.95%
	Construction Contingency 2.50%	374,929	\$22.73	2.50%
	Bidding and Buyout Contingency 1.50%	224,957	\$13.64	1.50%
	Liability Insurance 1.405%	210,710	\$12.77	1.405%
	Builder's Risk Insurance Allowance 0.16%	24,318	\$1.47	0.16%
	Project Escalation 0.00%	0	\$0.00	0.00%
	Design Contingency 1.50%	224,957	\$13.64	1.50%
	Performance and Payment Bond LS	107,231	\$6.50	0.715%
TOTAL COST		\$14,997,161	\$909.25	100.0%

Division 00 General Conditions

Item Code	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
	01 10 00 ADMINISTRATIVE REQUIREMENTS					
01 11 01	Superintendent	39.0	Wks	242,820	\$14.72	1.6%
01 11 06	Project Engineer	9.8	Wks	48,321	\$2.93	0.3%
01 11 07	Project Coordinator	13.0	Wks	33,316	\$2.02	0.2%
01 11 00	Project Manager	19.5	Wks	119,947	\$7.27	0.8%
	01 12 00 FIELD OFFICE EXPENSES					
01 12 01	Courier	39	Wks	1,950	\$0.12	0.0%
01 12 02	Reproductions/Reprographics	39	Wks	1,950	\$0.12	0.0%
01 12 04	Field Office Equipment	39	Wks	2,925	\$0.18	0.0%
01 12 05	Field Office Supplies	39	Wks	2,925	\$0.18	0.0%
01 12 06	Textura	1	LS	3,400	\$0.21	0.0%
	01 21 00, 01 22 00 TEMPORARY FACILITIES					
01 21 01	Jobsite telephone/Sup. Cell phone/Radios	9	Mo	2,702	\$0.16	0.0%
01 21 04	Portable chemical toilets	9	Mo	1,936	\$0.12	0.0%
01 22 01	Office trailer	9	Mo	23,418	\$1.42	0.2%
01 22 05	Temporary storage	9	Mo	4,053	\$0.25	0.0%
01 22 07	Safety supplies/First Aid	9	Mo	1,351	\$0.08	0.0%
01 22 08	Water, ice and cups	9	Mo	1,036	\$0.06	0.0%
	01 31 00 EXECUTION REQUIREMENTS					
01 31 02	Final cleaning	16,494	SF	8,247	\$0.50	0.1%
	01 99 00 GENERAL CONDITIONS FOR INFRASTRUCTURE SCOPE					
01 99 01	Superintendent	13	Wks	80,940	\$4.91	0.5%
01 99 02	Project Engineer	3	Wks	16,355	\$0.99	0.1%
01 99 03	Project Coordinator	4	Wks	11,021	\$0.67	0.1%
01 99 04	Project Manager	7	Wks	39,982	\$2.42	0.3%
01 99 05	Courier	13	Wks	650	\$0.04	0.0%
01 99 06	Reproductions/Reprographics	13	Wks	650	\$0.04	0.0%
01 99 07	Field Office Equipment	13	Wks	975	\$0.06	0.0%
01 99 08	Field Office Supplies	13	Wks	975	\$0.06	0.0%
01 99 09	Textura	1	LS	3,400	\$0.21	0.0%
01 99 10	Jobsite telephone/Sup. Cell phone/Radios	3	Mo	900	\$0.05	0.0%
01 99 11	Portable chemical toilets	3	Mo	645	\$0.04	0.0%
01 99 12	Office trailer	3	Mo	7,800	\$0.47	0.1%
01 99 13	Temporary storage	3	Mo	1,350	\$0.08	0.0%
01 99 14	Safety supplies/First Aid	3	Mo	450	\$0.03	0.0%
01 99 15	Water, ice and cups	3	Mo	345	\$0.02	0.0%
DIVISION 1 TOTALS				666,736	\$40.42	4.4%

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
02 32 00 Geotechnical Investigation						
1	By Owner			By Owner		
02 32 00	Geotechnical Investigation			0	\$0.00	0.0%
02 25 10 Site Basic Means & Materials						
1	Site Logistics -Lot Grading for delivery's -Street Sweeping -Fence Maintaine -Snow Removal -Water and Mud Management -Crane Pad Grading -Site Access Management -Site laydown yard and parking area maintenance -Mobilization and Demobilization Cleanup	1	LS	73,844	\$4.48	0.5%
02 25 10	Site Basic Means & Materials			73,844	\$4.48	0.5%
02 41 13 Selective Site Demolition						
1	Site Demo Pkg	1	LS	1,800	\$0.11	0.0%
2	Sawcut and removal for new curb cut		Included	Included		
02 41 13	Selective Site Demolition			1,800	\$0.11	0.0%
02 41 20 Recycling & Waste Removal (LEED)						
1	None Anticipated		Excluded	Excluded		
02 41 20	Recycling & Waste Removal (LEED)			0	\$0.00	0.0%
31 00 00 Earthwork						
1	Earthwork Pkg	1	LS	695,252	\$42.15	4.6%
2	Strip & stockpile topsoil	7,170	CY	Included		
3	Overlot grading to 95% standard density	15,829	CY	Included		
4	Recondition 2" of on-site soil beneath asphalt	2,189	CY	Included		
5	Recondition 2" of on-site soil beneath concrete	3,667	CY	Included		
6	OverX 2' below bldg.SOG/install 2' CL6 over geogrid	16,523	SF	Included		
7	Building foundation excavation/backfill	1	LS	Included		
8	Supply/install 8" CL6 roadbase gravel road	9,115	SF	Included		
9	Respread topsoil	2,524	CY	Included		
10	Finish grading to +/-0.1' of subgrade	580,120	SF	Included		
31 00 00	Earthwork			695,252	\$42.15	4.6%
31 10 00 Survey - Site						
1	Survey and Civil Design Coordination	1	LS	47,972	\$2.91	0.3%
31 10 00	Survey - Site			47,972	\$2.91	0.3%
31 11 00 Site - Civil						
2	Civil Design Coordination and Point Calculation (field)	1	LS	14,246	\$0.86	0.1%
3	Potholing, utility verification, early site confirmation	1	LS	15,000	\$0.91	0.1%
31 11 00	Site - Civil			29,246	\$1.77	0.2%
31 23 19 Dewatering						
1	Dewatering (construction or permanent) is included only as a part of this allowance; permanent filtration systems or temporary construction filtration systems for storm water removal or any other dewatering systems are only included as a part of this allowance. Ground water testing, filtration, pumping and ground water sediment control is only included as a part of this allowance. We have included the \$10,000 allowance for groundwater issues, but any dewatering costs beyond this allowance will be performed on a cost-plus fee (T&M) basis and billed to the Owner. Additionally, see below: • Time extensions & GC's may be required as a result of dewatering schedule delays • Permanent filtration systems if required for long term foundation dewatering is included in this allowance only • Water haul off if required due to water mineral content or contaminants is included in this allowance only • If dewatering is required, obtaining required permits to perform dewatering is extensive and can add to the duration of the project (permits are only included in the allowance)	1	Allowance	35,000	\$2.12	0.2%
31 23 19	Dewatering			35,000	\$2.12	0.2%
31 25 00 Erosion/Sedimentation Control (SWMP)						
1	Erosion Control Pkg	1	LS	41,714	\$2.53	0.3%
2	Maintain Erosion Control	1	LS	9,500	\$0.58	0.1%
3	Remove Erosion Control	1	LS	4,500	\$0.27	0.0%
4	Silt Fence	1,300	LF	Included		
5	VTC	1	EA	Included		
6	Inlet Protection	2	EA	Included		
7	Rock Check Dam	4	EA	Included		
31 25 00	Erosion/Sedimentation Control (SWMP)			55,714	\$3.38	0.4%
31 25 01 Stormwater Inspection & Audit						
1	3rd Party Inspections & Audits	9	Mo	4,500	\$0.27	0.0%
31 25 01	Stormwater Inspection & Audit			4,500	\$0.27	0.0%
31 32 00 Soil Stabilization						

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
1	Soil Stabilization, Shotcrete, & Shoring Pkg		Excluded	Excluded		
31 32 00	Soil Stabilization			0	\$0.00	0.0%
1	Bollard Light Poles	5	EA	7,500	\$0.45	0.1%
2	Parking Lot Light Poles	13	EA	26,000	\$1.58	0.2%
31 66 13	#REF!			33,500	\$2.03	0.2%
31 90 00 Snow removal						
1	Not Included			Excluded		
31 90 00	Snow removal			0	\$0.00	0.0%
32 12 00 Asphalt Paving						
1	Asphalt Paving Pkg - Not including Infrastructure Area	1	LS	203,738	\$12.35	1.4%
2	Furnish, install 6" Asphalt and 8" aggregate base course in Drive Lanes		Included	Included		
3	Furnish , install 5" asphalt and 6" aggregate base course in parking stalls		Included	Included		
4	Striping & Signage	1	LS	23,902	\$1.45	0.2%
7	Subgrade Prep from +/- .1' with dirt to balance		Included	Included		
8	Scarify and Recompact 12" under asphalt only		Included	Included		
9	Traffic Control		Included	Included		
10	Verify Grading		Included	Included		
32 12 00	Asphalt Paving			227,640	\$13.80	1.5%
32 16 00 Site Conc. Finishing						
1	Site Concrete Pkg	1	LS	525,404	\$31.85	3.5%
2	ADA Ramp	9	EA	Included		
3	ADA Truncated Domes	384	SF	Included		
4	Bollards @ ADA Signs	13	EA	Included		
5	Bollards @ Signs	8	ea	Included		
6	Curb - 8" x 6" @ Landscape Edger Fibermesh, (1) #4 cont (1/L300)	391	LF	Included		
7	Curb - Flush 12" x 12"	24	LF	Included		
8	Curb & Gutter 30"	1,850	LF	Included		
9	Curb & Gutter 36" (Mountable)	148	LF	Included		
10	Isolation Diamond - 24"x 24" x 8"	24	EA	Included		
11	Light Base - 6"6" x 24" dia. (DD2)	11	EA	Included		
12	Light Base - 9"0" x 24" dia. (AA2, AA4, AA5)	8	EA	Included		
13	Light Bollard Base - assume 3'6" x 18" dia.	6	EA	Included		
14	Pad @ Transformer	64	SF	Included		
15	Paving - 6" (Crosswalk)	504	SF	Included		
16	Paving - 6" (Parking)	2,730	SF	Included		
17	Paving - 8" (Heavy Duty)	1,897	SF	Included		
18	Walk - 10 ' x 6"	6,019	SF	Included		
19	Walk - 6"	18,935	SF	Included		
20	Walk - 6" (Decorative) Exposed sand finish, no color, standard concrete	1,968	SF	Included		
21	Walk - 8 ' x 6"	6,117	SF	Included		
32 16 00	Site Conc. Finishing			525,404	\$31.85	3.5%
32 31 00 Fences & Gates						
1	Fencing Pkg - none shown		Excluded	0	\$0.00	0.0%
32 31 00	Fences & Gates			0	\$0.00	0.0%
32 90 00 Landscaping						
1	Landscaping & Design Build Irrigation Pkg	1	LS	375,420	\$22.76	2.5%
2	Irrigation System (Per Plans)	1	LS	Included		
3	Deciduous Trees – 2" cal	58	EA	Included		
4	Evergreen Trees – 6' ht	27	EA	Included		
5	Ornamental Trees – 2" cal	15	EA	Included		
6	Evergreen Shrubs – 5 gallon	77	EA	Included		
7	Ornamental Grasses – 1 gallon	194	EA	Included		
8	Perennials – 1 gallon	143	EA	Included		
9	Deciduous Shrubs – 5 gallon	173	EA	Included		
10	Hybrid Bluegrass Sod	2,700	SF	Included		
11	Native Prairie Mix Seed	254,425	SF	Included		
12	2"-4" Cobble Mulch	14,790	SF	Included		
13	6"-12" Cobble Mulch	1,700	SF	Included		
14	Soil Prep (3 CY / 1,000 SF)	273,615	SF	Included		
15	Landscape Boulders – 1.5 ton	5	EA	Included		
16	Interim Maintenance – 30 Days	1	LS	Included		
17	Temp Irrigation for Native seed area(s)	1	Allowance	20,000	\$1.21	0.1%
32 90 00	Landscaping			395,420	\$23.97	2.6%
12 93 00 Site Furnishings						
1	Site Furnishings Pkg	1	LS	56,756	\$3.44	0.4%
2	Flag Pole	1	EA	10,114	\$0.61	0.1%
3	Table & Chairs	7	EA	Included		
4	Bike Racks	5	EA	Included		
12 93 00	Site Furnishings			66,870	\$4.05	0.4%
33 10 00 Utilities						
1	Utilities Pkg.			0	\$0.00	0.0%

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
2	Water Line Utility	1	LS	225,671	\$13.68	1.5%
3	Connect to ex. stub w/ 10"x8" red. & 8" G.V.	1	EA	Included		
4	8" C900 PVC watermain	494	LF	Included		
5	Fire hydrant assembly	4	EA	Included		
6	8" gate valve	2	EA	Included		
7	8" fittings	5	EA	Included		
8	1.5" domestic water service	1	LS	Included		
9	6" DIP fireline to first flange 1' AFF	1	LS	Included		
10	3/4" irrigation stubout to stop/waste	1	LS	Included		
11	ROW permit & traffic control	1	LS	Included		
12	Flowable backfill	40	CY	Included		
13	Asphalt R & R	500	SF	Included		
14	Sewer Line Utility	1	LS	9,865	\$0.60	0.1%
15	4" double cleanout	2	EA	Included		
16	Storm Line Utility	1	LS	119,181	\$7.23	0.8%
17	12" SDR35 PVC storm	364	LF	Included		
18	10" SDR35 PVC storm	495	LF	Included		
19	10" cleanout	5	EA	Included		
20	10" roof drain connections	7	EA	Included		
21	4' dia. MH	1	EA	Included		
22	Bioretention/Walled Rain Garden with 12" RCP Underdrain and Headwall	1	Allowance	129,500	\$7.85	0.9%
33 10 00	Utilities			484,217	\$29.36	3.2%
33 46 13	Foundation Drainage					
1	Perimeter Drain System Pkg		Excluded	Excluded		
33 46 13	Foundation Drainage			0	\$0.00	0.0%
33 51 00	Natural Gas Distribution Utilities					
1	By Owner			By Owner		
33 51 00	Natural Gas Distribution Utilities			0	\$0.00	0.0%
33 90 00	Sewer Line Intersection/Camera					
1	Inspect New & Existing Sewer Lines	1	EA	2,500	\$0.15	0.0%
33 90 00	Sewer Line Intersection/Camera			2,500	\$0.15	0.0%
02 99 01	General Requirements					
1	Laborer - Daily Cleanup	1	LS	65,000	\$3.94	0.4%
2	Temporary Jobsite Fence	1	LS	15,000	\$0.91	0.1%
3	Hoisting and Moving Equipment	1	LS	20,000	\$1.21	0.1%
4	Small Tools and Equipment	1	LS	10,000	\$0.61	0.1%
5	Dumpsters	25	Ea	12,500	\$0.76	0.1%
6	BIM Coordination	1	LS	15,000	\$0.91	0.1%
02 99 01	General Requirements			137,500	\$8.34	0.9%
02 99 02	Material Handling					
1	Material Handling	1	LS	25,000	\$1.52	0.2%
02 99 02	Material Handling			25,000	\$1.52	0.2%
02 99 04	Wind and Weather Protection Allowance					
1	Wind and Weather protection allowance is to include all temporary heating needs for interior / exterior trades, all temporary wind and weather protection for interior / exterior trades and all snow/water removal or protection (this includes all concrete blankets and skin tenting and includes all FP labor, materials, equipment, tools and subcontractor-help). This also includes any necessary Fire Watch needs for the project. We have included 3 non-productive weather days within our GMP, after those three days are spent, we will charge against this weather protection allowance at \$3,000 per day	1	Allowance	35,000	\$2.12	0.2%
02 99 04	Wind and Weather Protection Allowance			35,000	\$2.12	0.2%
02 99 05	Pre-con Investigation					
1	Master Builders Risk - One Occurrence Deductible	1	Allowance	50,000	\$3.03	0.3%
2	Scheduling/Consultants	1	LS	58,500	\$3.55	0.4%
02 99 05	Pre-con Investigation			108,500	\$6.58	0.7%
02 99 06	Infrastructure Scope					
1	Earthwork & Site Demo Pkg	1	LS	94,261	\$5.71	0.6%
2	Sawcut and removal for new curb cut	1	LS	Included		
3	Strip & stockpile topsoil			Included		
4	Overlot grading to 95% standard density			Included		
5	Recondition 2' of on-site soil beneath asphalt			Included		
6	Recondition 2' of on-site soil beneath concrete			Included		
7	Load & export excess soil from site			Included		
8	Finish grading to +/-0.1' of subgrade			Included		
9	Survey	1	LS	22,000	\$1.33	0.1%
10	Civil Design Coordination and Point Calculation (field)	1	LS	14,246	\$0.86	0.1%
11	Potholing, utility verification, early site confirmation	1	LS	7,500	\$0.45	0.1%

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
12	Dewatering (construction or permanent) is included only as a part of this allowance; permanent filtration systems or temporary construction filtration systems for storm water removal or any other dewatering systems are only included as a part of this allowance. Ground water testing, filtration, pumping and ground water sediment control is only included as a part of this allowance. We have included the \$10,000 allowance for groundwater issues, but any dewatering costs beyond this allowance will be performed on a cost-plus fee (T&M) basis and billed to the Owner. Additionally, see below: • Time extensions & GC's may be required as a result of dewatering schedule delays • Permanent filtration systems if required for long term foundation dewatering is included in this allowance only • Water haul off if required due to water mineral content or contaminants is included in this allowance only • If dewatering is required, obtaining required permits to perform dewatering is extensive and can add to the duration of the project (permits are only included in the allowance)	1	Allowance	10,000	\$0.61	0.1%
13	Erosion Control Pkg	1	LS	8,794	\$0.53	0.1%
14	Silt Fence	1,300	LF	Included		
15	VTC	1	EA	Included		
16	Rock socks	6	EA	Included		
17	Inlet Protection	5	EA	Included		
18	3rd Party Inspections & Audits		Excluded	Excluded		
19	Fly ash/Lime		Excluded	Excluded		
20	Light Pole Bases - Drill, Rebar, Concrete	6	EA	27,000	\$1.64	0.2%
21	Snow Removal - Not Included			Excluded		
22	Asphalt Paving Pkg	1	LS	216,534	\$13.13	1.4%
23	Drive Lanes - 6" Asphalt / 8" Class 5 Agg Base	2,243	SY	Included		
24	Parking Stalls - 5" Asphalt / 6" Class 5 Agg Base	1,085	SY	Included		
25	Striping	1	LS	12,000	\$0.73	0.1%
26	Asphalt Patching	1	LS	15,000	\$0.91	0.1%
27	Traffic Control	1	LS	7,780	\$0.47	0.1%
28	Verify Grading	1	LS	13,500	\$0.82	0.1%
29	Site Concrete Package (Does not include sidewalk to the North & West along Weld County Rd 46.5 & 17	1	LS	242,797	\$14.72	1.6%
30	C&G	1,462	LF	Included		
31	Sidewalks	4,897	SF	Included		
32	ADA Ramps/Domes	2	EA	Included		
33	Bollards	4	EA	Included		
34	Fencing Pkg		Excluded	Excluded		
35	Retaining Walls Pkg		Excluded	Excluded		
36	Landscaping & Design Build Irrigation Pkg	1	LS	124,590	\$7.55	0.8%
37	Irrigation System	1	EA	Included		
38	Deciduous Trees – 2" cal	13	EA	Included		
39	Evergreen Shrubs – 5 gallon	5	EA	Included		
40	Ornamental Grasses – 1 gallon	19	EA	Included		
41	Perennials – 1 gallon	3	EA	Included		
42	Deciduous Shrubs – 5 gallon	8	EA	Included		
43	Native Prairie Mix Seed	111,275	SF	Included		
44	Prairie Wetland Mix Seed	1,550	SF	Included		
45	2-4" Cobble Mulch	1,290	SF	Included		
46	Soil Prep (3 CY / 1,000 SF)	114,115	SF	Included		
47	Site Furnishings - By Others - Not Part of this scope		Excluded	Excluded		
48	Utilities Pkg.					
49	Water Line Utility	1	LS	175,659	\$10.65	1.2%
50	Cut and Cap Ex FH @ Main	1	EA	Included		
51	12" x 8" cut in tee - CTE	1	EA	Included		
52	8" C900 PVC watermain	837	LF	Included		
53	Fire hydrant assembly	2	EA	Included		
54	8" gate valve	7	EA	Included		
55	8" fittings	8	EA	Included		
56	8" plug w/ 2" blowoff	1	EA	Included		
57	Sewer Line Utility	1	LS	103,099	\$6.25	0.7%
58	Connect to ex. manhole w/ interior drop	1	EA	Included		
59	4' dia. interior drop MH	1	EA	Included		
60	4' dia. MH	1	EA	Included		
61	6" SDR35 PVC sanitary sewer	315	LF	Included		
62	4" SDR35 PVC sanitary sewer	329	LF	Included		
63	4" cleanout	5	EA	Included		
64	Storm Line Utility	1	LS	253,605	\$15.38	1.7%
65	15" CLIV RCP	772	LF	Included		

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
66	15" FES	2	EA	Included		
67	12" CLV RCP	100	LF	Included		
68	12" FES	3	EA	Included		
69	Triple combination curb inlet	2	EA	Included		
70	Double combination curb inlet	5	EA	Included		
71	Type C Inlet	1	EA	Included		
72	4' dia. MH	1	EA	Included		
73	Natural Gas Distribution Utilities - Not Included		Excluded	Excluded		
74	Traffic Control Plan/Design	1	LS	10,000	\$0.61	0.1%
89	Misc. Patchbacks	1	LS	7,500	\$0.45	0.1%
92	Asphalt - Into Centennial Dr		Included	Included		
93	Wind and Weather protection allowance is to include all temporary heating needs for interior / exterior trades, all temporary wind and weather protection for interior / exterior trades and all snow/water removal or protection (this includes all concrete blankets and skin tenting and includes all FP labor, materials, equipment, tools and subcontractor-help). This also includes any necessary Fire Watch needs for the project. We have included 3 non-productive weather days within our GMP, after those three days are spent, we will charge against this weather protection allowance at \$3,000 per day	1	Allowance	10,000	\$0.61	0.1%
02 99 06	Infrastructure Scope			1,375,865	\$83.42	9.2%
02 99 07 Core & Shell Deduct - ROM						
1	Division 2 Core & Shell Deduct Allowance - ROM of deducting Earthwork over-ex & excavation, adding in selective landscape & site concrete	1	LS	(4,447)	(\$0.27)	0.0%
02 99 07	Core & Shell Deduct - ROM			(4,447)	(\$0.27)	0.0%
02 99 08 Core & Shell & SF Deduction						
1	This allowance is to reconcile the forthcoming square foot reduction of approximately 900 square feet and to remove the tenant finish to allow for a core shell space of approximately 5,000 square feet.	1	Allowance	0	\$0.00	0.0%
02 99 08	Core & Shell & SF Deduction			0	\$0.00	0.0%
DIVISION 2 TOTALS				4,356,298	\$264.11	29.0%

Division 3 Concrete

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
03 30 10 Concrete Material						
1	Building Concrete Package	1	LS	502,808	\$30.48	3.4%
2	FNDN Footing Cont (F16) - 12" x 16"	188	LF	Included		
3	FNDN Footing Cont (F24) - 12" x 24"	1,454	LF	Included		
4	FNDN Pad (F3.0) - 12" x 36" sq.	26	EA	Included		
5	FNDN Pad (F4.0) - 12" x 48" sq.	7	EA	Included		
6	FNDN Pilaster - 2'4" x 18" x 24" (In-Wall)	6	EA	Included		
7	FNDN Pilaster - 2'4" x 24" sq.	13	EA	Included		
8	FNDN Pilaster - 2'4" x 24" sq. (In-Wall)	5	EA	Included		
9	FNDN Wall - 2'4" x 8"	203	LF	Included		
10	FNDN Wall - 3' x 10"	856	LF	Included		
11	FNDN Wall - 3' x 10" (Ledge EF)	140	LF	Included		
12	FNDN Wall - 3' x 12" (Ledge EF)	511	LF	Included		
13	SOG w/edgeing- 5"	15,630	SF	Included		
14	SOV - 6"	466	SF	Included		
15	Misc Concrete - Anchor bolt set, Mech Pads	1	LS	25,000	\$1.52	0.2%
03 30 10	Concrete Material			527,808	\$32.00	3.5%
03 99 01 Aggregate Piers						
1	Aggregate Piers	1	LS	147,000	\$8.91	1.0%
2	Zero Geopier modulus test	1	LS	24,000	\$1.46	0.2%
3	Spoils handling and removal from drillings	1	LS	22,500	\$1.36	0.2%
4	Stable working pad	1	LS	7,500	\$0.45	0.1%
5	Clean & Cohesive fill material		Included	Included		
6	Vibration Monitoring, protection, clean up, damage protection of adjacent structures/pavements		Excluded	Excluded		
7	Water Supply	1	LS	7,500	\$0.45	0.1%
8	Design for aggregate piers		Included	Included		
03 99 01	Aggregate Piers			208,500	\$12.64	1.4%
03 99 02 Core & Shell Deduct - ROM						
1	Division 3 Core & Shell Deduct Allowance - ROM of deducting Foundation Cont Ftg, Stem wall, Pilaster, & SOG	1	LS	(17,062)	(\$1.03)	-0.1%
03 99 02	Core & Shell Deduct - ROM			(17,062)	(\$1.03)	-0.1%
DIVISION 3 TOTALS				719,246	\$43.61	4.8%

Division 4 Masonry

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
04 20 00 Unit Masonry						
1	Stone Veneer Pkg	1	LS	277,950	\$16.85	1.9%
2	Exterior Brick Veneer	7,653	SF	Included		
3	Interior Stone Stone Covering - WC-1	131	SF	Included		
4	Liquid Air & Weather Barrier		Included	Included		
5	1.5" EXP Insulation		Included	Included		
6	Metal Flashing		Included	Included		
04 20 00	Unit Masonry			277,950	\$16.85	1.9%
04 99 01 Core & Shell Deduct - ROM						
1	Division 4 Core & Shell Deduct Allowance - ROM of deducting Masonry Veneer on building removal	1	LS	(36,876)	(\$2.24)	-0.2%
04 99 01	Core & Shell Deduct - ROM			(36,876)	(\$2.24)	-0.2%
DIVISION 4 TOTALS				241,074	\$14.62	1.6%

Division 5 Steel

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
05 12 00 Structural Steel						
1	Structural Steel Pkg	1	LS	120,823	\$7.33	0.8%
2	Steel columns, beams and angle kickers for support of moveable partitions		Included	Included		
3	Steel columns and beam for roof support		Included	Included		
4	Steel knife plates at base of paired timber columns		Included	Included		
05 12 00	Structural Steel			120,823	\$7.33	0.8%
05 51 00 Misc Metals						
1	Metal Shade Awnings		See Div 8	See Div 8		
2	Bollards (posts/signs by Div 10)	13	Ea	8,100	\$0.49	0.1%
05 51 00	Misc Metals			8,100	\$0.49	0.1%
05 99 01 Core & Shell Deduct - ROM						
1	Division 5 Core & Shell Deduct Allowance - ROM of deducting Str Steel Columns	1	LS	(1,000)	(\$0.06)	0.0%
05 99 01	Core & Shell Deduct - ROM			(1,000)	(\$0.06)	0.0%
DIVISION 5 TOTALS				127,923	\$7.76	0.9%

Division 6 Woods & Plastics

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
06 10 00 Rough Carpentry						
1	Rough Carpentry	1	LS	31,500	\$1.91	0.2%
2	Roof, Window, Misc. Wood Blocking		Included	Included		
3	TV, Visual Displays, Accessories, Specialties, Misc. in Wall Backing		Included	Included		
06 10 00	Rough Carpentry			31,500	\$1.91	0.2%
06 11 00 Wood Framing						
1	Wood Framing Pkg	1	LS	646,136	\$39.17	4.3%
2	Holddown Embeds, Anchors, Bolts, Clips, Etc.		Included	Included		
3	Bolts/Screws/Attachments from Wood to Steel Materials		Included	Included		
4	Exterior Sheathing		Included	Included		
5	Wood Trusses, LVLs, PT Timbers		Included	Included		
6	Interior & Exterior Walls		Included	Included		
06 11 00	Wood Framing			646,136	\$39.17	4.3%
06 16 00 Sheathing & Siding						
1	FCS-1 - 6" T&G Chemclad (Exterior Ceiling and Exterior Soffit)	1	LS	411,000	\$24.92	2.7%
2	Chemclad Siding	4,700	SF	Included		
3	Chemclad Soffit	3,300	SF	Included		
06 16 00	Sheathing & Siding			411,000	\$24.92	2.7%
06 40 00 Finish Carp/Arch Woodwork						
1	Cabinetry & Millwork Pkg	1	LS	485,678	\$29.45	3.2%
5	Quartz Agglomerate Countertops		Included	Included		
6	P-Lam Millwork		Included	Included		
7	Interior Finish Carpentry			Included		
8	Wood Wainscott	419	SF	Included		
9	Wood Trim & Base	361	LF	Included		
10	6.19 - PVC WOOD LOOK WAINSCOT WITH CHAIR RAIL & BASE. PROVIDE SOLID BLOCKING & REF. TO CASEWORK DRAWINGS.	1	LS	20,000	\$1.21	0.1%
06 40 00	Finish Carp/Arch Woodwork			505,678	\$30.66	3.4%
06 99 01 Additional Finish Carp Fabrications						
2	PLASTIC LAMINATE CUSTOM CUBBIE, FINISH ALL EXPOSED SIDES.	1	Allowance	10,000	\$0.61	0.1%
3	WC-3 PEG BOARD - KOFFLER - #A1507 PEGBOARD SMOOTH METAL - BLACK (105SF)	1	Allowance	15,750	\$0.95	0.1%
4	WC-4 PEG BOARD - KOFFLER - #A1507 PEGBOARD SMOOTH METAL - WHITE (70SF)	1	Allowance	10,500	\$0.64	0.1%
5	ALUMINUM LASER CUT WALL PANEL. - Keynote 5.07	1	Allowance	25,000	\$1.52	0.2%
6	3/16" THICK, PATTERN TBD. REFER TO FINISH SCHEDULE AND ELEVATIONS FOR PAINT COLOR BEHIND PANEL. REF. MANUFACTURER FOR INSTALL.(210SF)					
8	Exterior Finish Carpentry			0	\$0.00	0.0%
3	Wood Veneer Wrap	1	Allowance	25,000	\$1.52	0.2%
06 99 01	Additional Finish Carp Fabrications			86,250	\$5.23	0.6%
06 99 02 Core & Shell Deduct - ROM						
1	Division 6 Core & Shell Deduct Allowance - ROM of deducting Selective Wood Framing, Millwork, Plan Custom Cubbie, WC-3 & WC-4 Peg Board, & Aluminum laser cut wall panel	1	LS	(181,497)	(\$11.00)	-1.2%
06 99 02	Core & Shell Deduct - ROM			(181,497)	(\$11.00)	-1.2%
DIVISION 6 TOTALS				1,499,067	\$90.89	10.0%

Division 7 Thermal & Moisture Protection

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
07 10 00 Dampproofing & Waterproofing						
1	Dampproofing Pkg	1	LS	31,900	\$1.93	0.2%
2	Grade beam walls below grade insulation		Included	Included		
3	Under Slab insulation per energentics requirements 5/6 foundation meeting		Included	Included		
07 10 00	Dampproofing & Waterproofing			31,900	\$1.93	0.2%
07 21 00 Thermal Insulation						
1	Thermal Insulation Pkg.	1	LS	190,125	\$11.53	1.3%
2	Batt Insulation - Exterior, Party walls, Ceiling area flat, Roof area - 4/G1.03		Included	Included		
3	2.5" Huster XCI Board Insulation - Exterior Walls		Included	Included		
4	Tyvek Weather Barrier - Exterior Walls		Included	Included		
5	Hat Channel Furring		Included	Included		
07 21 00	Thermal Insulation			190,125	\$11.53	1.3%
07 41 13 Metal Roof Panels						
1	Stand Seam Metal Roofing Pkg	1	LS	322,548	\$19.56	2.2%
2	22ga Berridge CeeLock; Fascia, trim/flashing; R3 & MF-1	7,700	SF	0		
07 41 13	Metal Roof Panels			322,548	\$19.56	2.2%
07 42 13 Metal Wall Panels/Siding						
1	Metal Wall Panels Pkg	1	LS	241,515	\$14.64	1.6%
2	Pre-finished 24ga, Berridge HS-12 Panels, Stucco Embossing, & Berridge FW-12 soffit smooth panels, flashing/trim = MP-1; Pre-finished 24ga, Berridge B-6 smooth panels = MS-1	4,300	SF	Included		
07 42 13	Metal Wall Panels/Siding			241,515	\$14.64	1.6%
07 50 00 Flat Roofing						
1	TPO Roofing System Pkg	1	LS	297,174	\$18.02	2.0%
2	Fully adhere a white Elevate (formerly Firestone) 60mil UltraPly TPO roof system; R1 & R2	11,000	SF	Included		
07 50 00	Flat Roofing			297,174	\$18.02	2.0%
07 62 00 Sheet Metal Flashing and Trim						
1	Miscellaneous Flashing and Trim	1	LS	80,428	\$4.88	0.5%
2	Prefinished 24-gauge premanufactured FM approved coping in standard color with premanufactured miters.		Included	Included		
3	Prefinished 24-gauge MF-2 lower fascia in standard color.		Included	Included		
4	Galvanized 24-gauge counter flashing at roof to wall terminations.		Included	Included		
07 62 00	Sheet Metal Flashing and Trim			80,428	\$4.88	0.5%
07 72 00 Roof Accessories						
1	Roof Hatches	1	LS	10,000	\$0.61	0.1%
2	Roof Curbs	1	LS	20,000		
3	Roof Equipment Supports	1	LS	15,000		
07 72 00	Roof Accessories			45,000	\$2.73	0.3%
07 81 00 Applied Fireproofing						
1	Spray Fireproofing		Excluded	Excluded	\$0.00	0.0%
07 81 00	Applied Fireproofing			0		
07 84 00 Firestopping						
1	Penetration Firestopping	1	LS	25,000	\$1.52	0.2%
07 84 00	Firestopping			25,000		
07 92 00 Joint Sealers						
1	Building & Joint Sealants Pkg	1	LS	15,200	\$0.92	0.1%
2	Exterior Joint Sealant Pkg	1	LS	7,900		
07 92 00	Joint Sealers			23,100	\$1.40	0.2%
07 99 01 Core & Shell Deduct - ROM						
1	Division 7 Core & Shell Deduct Allowance - ROM of deducting Selective TPO Roofing, Adding MWP system back into for new exterior layout wall to match adjacent walls	1	LS	(2,105)	(\$0.13)	0.0%
07 99 01	Core & Shell Deduct - ROM			(2,105)	(\$0.13)	0.0%
DIVISION 7 TOTALS				1,254,684	\$76.07	8.4%

Division 8 Doors & Windows

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
08 10 00 Doors & Frames						
1	Doors & Hardware Pkg	1	LS	102,633	\$6.22	0.7%
2	Installation	1	LS	20,000	\$1.21	0.1%
4	Unload & Protect	1	LS	7,500	\$0.45	0.1%
5	Sort & Distribute	1	LS	7,500	\$0.45	0.1%
6	Final Adjustment of Hardware	1	LS	5,000	\$0.30	0.0%
08 10 00	Doors & Frames			142,633	\$8.65	1.0%
08 31 16 Access Panels and Frames						
1	Access Panels and Frames	1	LS	7,500	\$0.45	0.1%
08 31 16	Access Panels and Frames			7,500	\$0.45	0.1%
08 33 13 Coiling Counter Doors/Grilles						
1	Kitchen OH coiling door @ Counter	1	LS	18,795	\$1.14	0.1%
08 33 13	Coiling Counter Doors/Grilles			18,795	\$1.14	0.1%
08 35 13 Folding Doors (Accordion/Fire/Panel/etc.)						
1	Double Fold Vertical Lift Door. - D125D	1	LS	25,060	\$1.52	0.2%
08 35 13	Folding Doors (Accordion/Fire/Panel/etc.)			25,060	\$1.52	0.2%
08 41 13 Entrances & Storefronts						
1	Aluminum Storefront Pkg	1	LS	468,370	\$28.40	3.1%
2	Interior aluminum storefront to be Tubelite E4500 in dark bronze anodize finish		Included	Included		
3	Interior aluminum storefront doors to be Tubelite standard medium stile in dark bronze anodize finish		Included	Included		
4	30" projection Tubelite sunshade (area between storefronts excluded)	1	LS	55,823	\$3.38	0.4%
5	8.07 APPLIED FROSTED FILM ON CLEAR GLASS. INSTALL PER MANUFACTURER; ALIGN PATTERN; PROVIDE CLEAN EDGES.	1	LS	15,000	\$0.91	0.1%
6	Exterior aluminum storefronts to be Tubelite T14000 thermally broken in dark bronze anodize finish		Included	Included		
7	Exterior aluminum storefront doors to be Tubelite thermally broken medium stile in dark bronze anodize finish		Included	Included		
8	Interior glazing in storefronts to be 1/4" clear tempered		Included	Included		
9	Exterior glazing in storefronts to be 1" Solarbronze Solarban 90 LowE, all glass to be fully tempered		Included	Included		
10	Glazing for wood / HM doors is included as 1/4" clear tempered		Included	Included		
11	Glazing for exterior HM doors is included as 1" Bronze LowE to match storefront glazing		Included	Included		
08 41 13	Entrances & Storefronts			539,193	\$32.69	3.6%
08 99 01 Core & Shell Deduct - ROM						
1	Division 8 Core & Shell Deduct Allowance - ROM of deducting Selective DR/FR/HW/Install & Selective Storefront	1	LS	(31,100)	(\$1.89)	-0.2%
08 99 01	Core & Shell Deduct - ROM			(31,100)	(\$1.89)	-0.2%
DIVISION 8 TOTALS				702,081	\$42.57	4.7%

Division 9 Finishes

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
09 06 00 Temp. Prot. For New/Existing Finishes						
1	New Finishes Protection	1	LS	13,500	\$0.82	0.1%
09 06 00	Temp. Prot. For New/Existing Finishes			13,500	\$0.82	0.1%
09 21 16 Gypsum Board Assemblies						
1	Drywall/Metal Stud Pkg	1	LS	299,733	\$18.17	2.0%
5	Head of wall stuff and spray for sound condition		Included	Included		
6	Control Joints at each edge of all door frames		Included	Included		
7	7 PROVIDE 3-1/2" SOUND BATTS OVER CEILING OF ENTIRE ROOM AND 24" BEYOND THE PERIMETER WALLS OF ALL EXAM ROOMS, TOILET ROOMS/RESTROOMS, CONFERENCE ROOMS AND OFFICES, UNO.		Included	Included		
09 21 16	Gypsum Board Assemblies			299,733	\$18.17	2.0%
09 51 00 Acoustical Ceilings						
1	Acoustical Ceiling Pkg	1	LS	44,809	\$2.72	0.3%
2	C3 2' X 2' SUSPENDED ACOUSTICAL CEILING TILE SYSTEM. TILE AND EDGE STYLE, "T" STYLE AND COLORS AS PER FINISH SCHEDULE	3,800	SF	Included		
3	C6 2' X 2' SUSPENDED VINYL CEILING TILE SYSTEM. TILE AND EDGE STYLE, "T" STYLE AND COLORS AS PER FINISH SCHEDULE ***Kitchen***	400	SF	Included		
4	C7 CHAMCLAD 6" FLEXABLE INTERIOR PVC PANEL - FINISH ATLANTIC WHITE **Wall Panel**		None shown	Excluded		
5	C4 CHAMCLAD 6" INTERIOR RIGID PVC - FINISH BARREL OAK 6045 - ACOUSTICAL PERFORATED	2,700	SF	141,161	\$8.56	0.9%
6	At C4 ceilings, paint drywall grid black and add 1" OC Black Acoustical Board for sound absorption	1	LS	46,670	\$2.83	0.3%
7	WC-1 ACOUSTIC WOOD SLAT MSI ACOUSTIC WOOD SLAT STANDARD PANELS ALMOND	1	LS	22,497	\$1.36	0.2%
09 51 00	Acoustical Ceilings			255,137	\$15.47	1.7%
09 01 60 Flooring Prep						
1	Floor core testing for chemical content and moisture content	1	Allowance	8,500	\$0.52	0.1%
09 01 60	Flooring Prep			8,500	\$0.52	0.1%
09 60 00 Flooring						
1	Flooring Pkg	1	LS	169,856	\$10.30	1.1%
2	Tiling - FT-1, FT-2, WT-1, WT-2, WT-3, WT-4	3,143	SF	Included		
3	CPT-1 CARPET	120	SY	Included		
4	LVT-1 VINYL TILE	4,350	SF	Included		
5	LVT-2 VINYL TILE	4,450	SF	Included		
6	Base - RB-1, RB-2, & RB-3, & Tile		Included	Included		
7	Transitions - TR-1, Schluters		Included	Included		
8	Skim coat under LVT		Included	Included		
9	Waterproof membrane under ceramic floor tile		Included	Included		
10	Polished Concrete - PC-1 & 2 tag	3,610	SF	Included		
11	Sealed Concrete - F1 tag	1	LS	77,367	\$4.69	0.5%
09 60 00	Flooring			247,223	\$14.99	1.6%
09 80 00 Acoustic Treatment						
1	Acoustical Ceiling Treatments Pkg	1	Allowance	12,540	\$0.76	0.1%
2	Feltworks acoustical ceiling panels			0	\$0.00	0.0%
09 80 00	Acoustic Treatment			12,540	\$0.76	0.1%
09 91 00 Painting						
1	Paint Package	1	LS	120,400	\$7.30	0.8%
2	Interior Painting			Included		
3	Exterior Painting			Included		
4	Staining and Transparent Finishing			Included		
5	WB-1 8" WOOD BASE PER CONTRACTOR EASED EDGE STAINED - MATCH GLISTENING TRAIL LAMINATE			Included		
6	WB-2 8" WOOD BASE PER CONTRACTOR EASED EDGE PAINTED - WHITE			Included		
7	WB-3 4 1/2" WOOD BASE PER CONTRACTOR EASED EDGE STAINED - MATCH GLISTENING TRAIL LAMINATE			Included		
8	WD-1 Keynote 6.30 WOOD CROWN MOULDING AT CEILING.			Included		
9	W-1 WOOD WAINSCOT STAIN - LIGHT CEDAR/HICKORY MATCH GLISTENING TRAIL LAMINATE			Included		
10	W-2 WOOD WAINSCOT WALZ CRAFT N/A STAINED TBD REFER TO FINISH ELEVATIONS			Included		
11	6.28 - Exposed wood trusses, Stained			Included		
09 91 00	Painting			120,400	\$7.30	0.8%

Division 9 Finishes

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
09 99 01 Flooring Stipulations						
1	If any flooring products require humidity control, Fransen Pittman has not made any modifications to the architects' / engineers' designs; we trust that the flooring products and HVAC equipment specified have been designed to work together to meet any humidity requirements. If that is not the case, there could be additional costs to change flooring products or to change HVAC equipment that can provide the necessary humidity control.			Clarification		
09 99 01	Flooring Stipulations			0	\$0.00	0.0%
09 99 02 Core & Shell Deduct - ROM						
1	Division 9 Core & Shell Deduct Allowance - ROM of deducting ACT Ceilings, Drywall, Flooring, Acoustical Ceiling Panels, Paint	1	LS	(155,387)	(\$9.42)	-1.0%
09 99 02	Core & Shell Deduct - ROM			(155,387)	(\$9.42)	-1.0%
DIVISION 9 TOTALS				801,646	\$48.60	5.3%

Division 10 Specialties

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
10 11 00 Visual Display Surfaces						
1	Marker Boards/Tackboards Pkg		Excluded	Excluded		
10 11 00	Visual Display Surfaces			0	\$0.00	0.0%
10 12 00 Display Cases						
1	By Owner			By Owner		
10 12 00	Display Cases			0	\$0.00	0.0%
10 14 00 Building Signage						
1	Interior Signage Pkg	1	Allowance	21,286	\$1.29	0.1%
2	Exterior Building Mounted Signage	1	Allowance	10,000	\$0.61	0.1%
3	Monument Sign	1	Allowance	25,550	\$1.55	0.2%
10 14 00	Building Signage			56,836	\$3.45	0.4%
10 21 13 Metal Toilet Compartments						
1	Restroom Partitions Pkg	1	LS	26,835	\$1.63	0.2%
2	Floor Mount, Overhead Braced, 1 Wall Hung Urinal Screen	8	EA	0	\$0.00	0.0%
10 21 13	Metal Toilet Compartments			26,835	\$1.63	0.2%
10 28 13 Toilet Accessories						
1	Restroom Accessories Pkg	1	LS	30,395	\$1.84	0.2%
2	Diaper Changing Station, Plastic	2	EA	Included		
5	Grab Bars	24	EA	Included		
6	Hand or Hair Dryer	6	EA	Included		
8	Mirror, Metal Framed, 24" x 36"	10	EA	Included		
9	Glass Mirror	10	EA	Included		
10	Paper Towel Dispenser	4	EA	Included		
11	Soap Dispenser, Automatic	8	EA	Included		
12	Toilet Paper Dispenser	10	EA	Included		
13	Free standing waste receptacle with open top	8	EA	Included		
14	Stainless Steel Circular Waste Chute	8	EA	Included		
10 28 13	Toilet Accessories			30,395	\$1.84	0.2%
10 22 26 Operable Partitions						
1	Operable Partitions Pkg - Installing all 3 in one Mob	1	LS	180,765	\$10.96	1.2%
10 22 26	Operable Partitions			180,765	\$10.96	1.2%
10 26 00 Wall and Door Protection						
1	4' Stainless Steel Corner Gaurds 2" Wings	1	LS	10,074	\$0.61	0.1%
2	FRP-1 FIBER REINFORCED PLASTIC DYNAMIC SPECIALTIES CLASS C TEXTURE WHITE	1	LS	7,546	\$0.46	0.1%
10 26 00	Wall and Door Protection			17,620	\$1.07	0.1%
10 41 16 Emergency Key Cabinets						
1	Knox Boxes	1	EA	3,000	\$0.18	0.0%
10 41 16	Emergency Key Cabinets			3,000	\$0.18	0.0%
10 43 16 First Aid Cabinets						
1	By Owner		Excluded	Excluded		
10 43 16	First Aid Cabinets			0	\$0.00	0.0%
10 44 00 Fire Protection Specialties						
1	Fire Extinguishers & Cabinets	1	LS	3,305	\$0.20	0.0%
10 44 00	Fire Protection Specialties			3,305	\$0.20	0.0%
10 51 00 Lockers & Benches						
1	Lockers Pkg - Electronic Lockers	1	LS	17,752	\$1.08	0.1%
2	Metal lockers - Lyon		Included	Included		
10 51 00	Lockers & Benches			17,752	\$1.08	0.1%
10 56 00 Storage Assemblies						
1	Shelving		By Owner	Excluded		
10 56 00	Storage Assemblies			0	\$0.00	0.0%

Division 10 Specialties

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
10 99 01 Misc Specialties						
1	10.16 - Acoustic Wall Panel	1	Allowance	15,000	\$0.91	0.1%
2	10.21 - Non-Vented Electric Fireplace Insert	1	Allowance	35,000	\$2.12	0.2%
3	AED Cabinet (No Equipment) - 3ea	1	LS	1,350	\$0.08	0.0%
5	PW-1 RIGID VINYL WAINSCOT KOFFLER #A700 - PALLADIUM BEADBOARD PANELS .04" THICK DESIGNER WHITE 0101 LOCATED ON ALL WALLS IN B SENIOR LARGE AND SMALL ACTIVITY ROOMS	1	Allowance	30,000	\$1.82	0.2%
6	PW-2 RIGID VINYL WAINSCOT ARCHITECTURALDEPOT RECESSED, WALL paneled WAINSCOT MATCH GLISTENING TRAIL LAMINATE		Inc in PW-1	Inc. Above		
10 99 01	Misc Specialties			81,350	\$4.93	0.5%
10 99 02 Core & Shell Deduct - ROM						
1	Division 10 Core & Shell Deduct Allowance - ROM of deducting Selective Signage, Operable Partition, Lockers	1	LS	(67,507)	(\$4.09)	-0.5%
10 99 02	Core & Shell Deduct - ROM			(67,507)	(\$4.09)	-0.5%
DIVISION 10 TOTALS				350,351	\$21.24	2.3%

Division 11 Equipment

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
11 40 00 Foodservice Equipment						
1	Food Service Equipment	1	Allowance	73,439	\$4.45	0.5%
	23.07 RESIDENTIAL HOOD. REF. TO MECH.		See Mech	See Mech		
	23.08 TYPE II HOOD. REF. TO MECH.		See Mech	See Mech		
11.16	FOOD SERVICE EQUIPMENT - STAINLESS STEEL WORKSURFACE.	2	EA	Included		
11.17	FOOD SERVICE EQUIPMENT - STAINLESS STEEL WORK SURFACE WITH ADJUSTABLE BOTTOM SHELVING FOR APPLIENCES. SEE EQUIPMENT ELEVATIONS FOR HEIGHT AND REF. ELECTRICAL.	2	EA	Included		
11.18	FOOD SERVICE EQUIPMENT - STAINLESS STEEL TUBULARWALL MOUNTED SHELF.	1	EA	Included		
11.19	STAINLESS STEEL UTILITY SHELF WITH MOP & BROOM HOLDERS.	3	EA	Included		
	E-1 1 HAND SINK HAND SINK WITH SOAP AND PAPER TOWEL DISPENSER ADVANCE TABCO 7-PS-85	1	EA	Included		
	E-2 1 UNDER COUNTER MICROWAVE WHIRLPOOL WMC30309LS	1	EA	Included		
	E-3 2 FREESTANDING DRAWER WARMER HATCO HDW-2BN	2	EA	Included		
	E-4 1 LEFT SIDE SOIL DISH TABLE WITH SINK AND GARBAGE DISPOSAL W. UNDERSHELF KA TOM BKSDT-60-L	1	EA	Included		
	E-5 1 PRE-RINSE FAUCET, SPLASH MOUNT T&S BRASS B-0133-B	1	EA	Included		
	E-6 1 DISHWASHER, FULL HEIGHT AMERICAN DISH SERVICE AF-3DS SERIES	1	EA	Included		
	E-7 1 3-COMPARTMENT SINK W. SOIL DISH TABLE INTEGRATED INTO MACHINE BK RESOURCES BKSDT-3-20-12-20RS	1	EA	Included		
	E-8 3 RESIDENTIAL FREESTANDING ELECTRIC RANGE WHIRLPOOL WFE500M4HS	3	EA	Included		
	E-9 is a residential-style refrigerator.	1	EA	Included		
	E-10 1 WASHER DRYER COMBO GE PFQ83HSSWWW By Owner per Specs	1	EA	Included		
11 40 00	Foodservice Equipment			73,439	\$4.45	0.5%
DIVISION 11 TOTALS				73,439	\$4.45	0.5%

Division 12 Furnishings

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
12 20 00 Window Treatments						
1	Window Treatments Pkg	1	Allowance	39,692	\$2.41	0.3%
12 20 00	Window Treatments			39,692	\$2.41	0.3%
12 48 00 Rugs and Mats						
1	Entrance Floor Mats & Frames	1	LS	9,000	\$0.55	0.1%
12 48 00	Rugs and Mats			9,000	\$0.55	0.1%
12 51 00 Furniture						
1	By Owner			Excluded		
12 51 00	Furniture			0	\$0.00	0.0%
DIVISION 12 TOTALS				48,692	\$2.95	0.3%

Division 13 Special Construction					\$ PER S.F.	% OF TTL
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL		
13 00 00 Special Construction						
1	Not Used		LS	Excluded		
13 00 00	Special Construction			0	\$0.00	0.0%
DIVISION 13 TOTALS				0	\$0.00	0.0%

Division 14 Conveying Systems						\$ PER S.F.	% OF TTL
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL			
14 20 00 Elevators							
1	Not Used			Excluded			
14 20 00	Elevators			0		\$0.00	0.0%
DIVISION 14 TOTALS				0		\$0.00	0.0%

Division 15 Mechanical

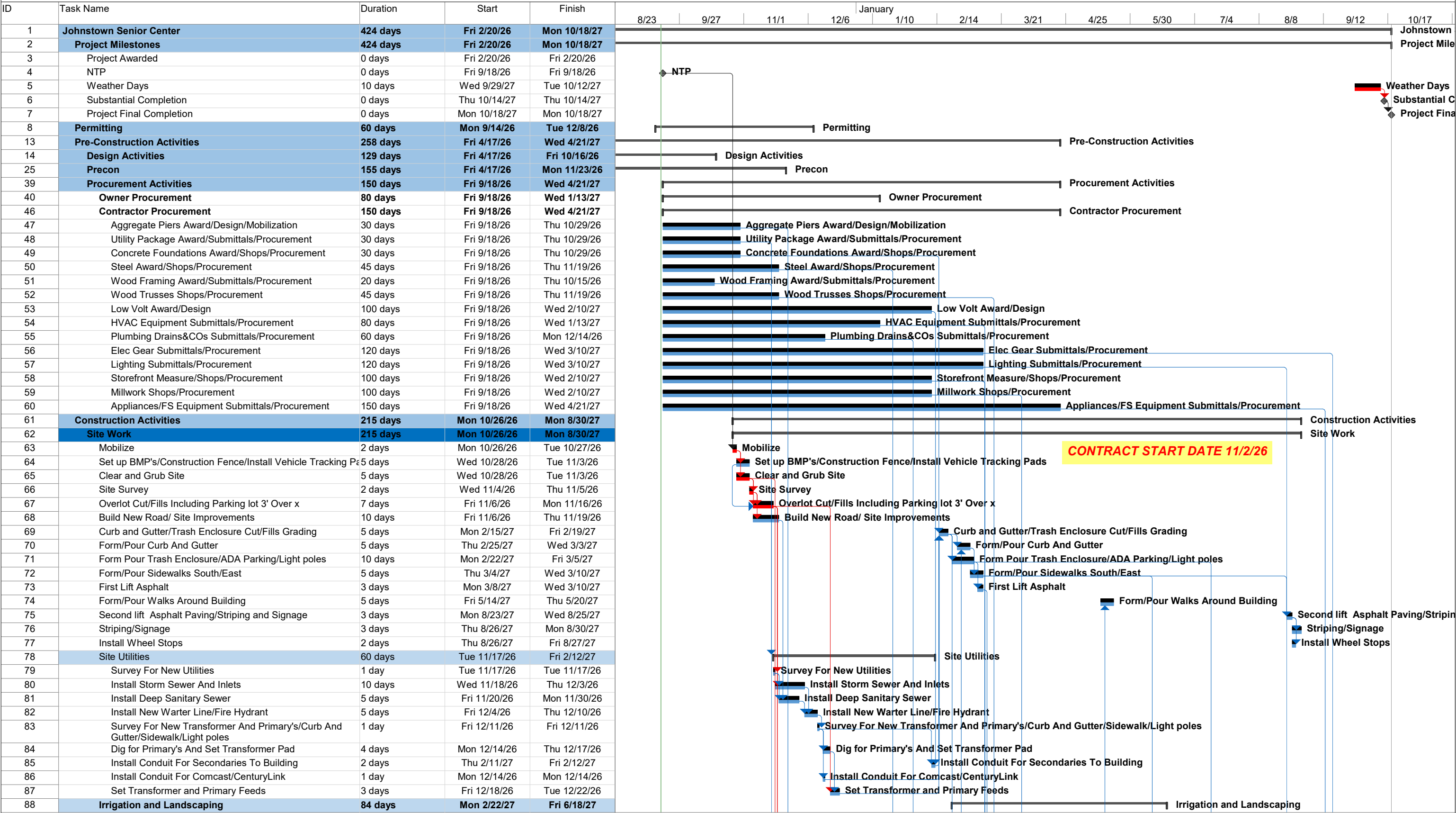
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
21 00 00 Fire Suppression						
1	Fire Protection Systems Pkg	1	LS	175,809	\$10.66	1.2%
2	Dry system under Canopies		Included	Included		
3	BIM Coordination	1	LS	10,000	\$0.61	0.1%
21 00 00	Fire Suppression			185,809	\$11.27	1.2%
22 00 00 Plumbing						
1	Plumbing Pkg	1	LS	489,296	\$29.67	3.3%
2	Fixtures per schedule		Included	Included		
3	Drain, waste and vents complete using schedule 40 solid core PVC pipe & fittings or NHCl pipe and fittings above ground in plenum areas		Included	Included		
4	Excavation and squeegee for bedding, backfilling, compaction		Included	Included		
5	Domestic water piping complete with insulation		Included	Included		
6	Roof drain piping complete with insulation using schedule 40 solid core PVC pipe & fittings or NHCl pipe and fittings above ground in plenum areas		Included	Included		
9	BIM Coordination	1	LS	10,000	\$0.61	0.1%
22 00 00	Plumbing			499,296	\$30.27	3.3%
23 00 00 HVAC						
1	Mechanical Pkg	1	LS	921,929	\$55.89	6.1%
2	Captive Air RTUs w/Carrier Controls	5	EA	Included		
3	23.07 RESIDENTIAL HOOD. REF. TO MECH.	1	EA	Included		
4	23.08 TYPE II HOOD. REF. TO MECH.	1	EA	Included		
5	NEW DUCTLESS SPLIT SYSTEM WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION	1	EA	Included		
6	NEW CONDENSING UNIT WITH ALL NECESSARY PIPE, FITTINGS, VALVES AND HANGERS WITH REQUIRED INSTALLATION	1	EA	Included		
7	NEW DESTRATIFICATION FANS WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION	15	EA	Included		
8	NEW CEILING MOUNTED EXHAUST FANS WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION	6	EA	Included		
9	NEW ELECTRIC RADIANT CEILING PANELS WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION			Included		
10	NEW ELECTRIC WALL HEATERS WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION			Included		
11	NEW FAN POWERED BOXES WITH ELECTRIC HEAT, LISTED ACCESSORIES AND REQUIRED INSTALLATION			Included		
12	NEW MAKE UP AIR UNIT WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION.			Included		
13	NEW GREASE EXHAUST FAN WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION			Included		
14	NEW RESIDENTIAL GREASE EXHAUST FAN WITH LISTED ACCESSORIES AND REQUIRED INSTALLATION			Included		
15	NEW SUPPLY, RETURN AND TRANSFER AIR DEVICES WITH REQUIRED INSTALLATION			Included		
16	NEW SUPPLY, RETURN, MUA AND EXHAUST DUCTWORK			Included		
17	COMPLETE TEST AND BALANCE			Included		
18	BIM Coordination	1	LS	48,552	\$2.94	0.3%
23 00 00	HVAC			970,481	\$58.84	6.5%
23 90 00 Temp Heat - Building						
1	Temporary Building Heat Pkg	1	Allowance	15,000	\$0.91	0.1%
23 90 00	Temp Heat - Building			15,000	\$0.91	0.1%
21 99 01 Mechanical Systems Coordinator						
1	Mechanical Systems Coordinator	156	Hours	19,806	\$1.20	0.1%
21 99 01	Mechanical Systems Coordinator			19,806	\$1.20	0.1%
21 99 02 BIM						
1	BIM Coordination Lead	1	LS	13,500	\$0.82	0.1%
21 99 02	BIM			13,500	\$0.82	0.1%
21 99 03 Core & Shell Deduct - ROM						
1	Division 15 Core & Shell Deduct Allowance - ROM of deducting Selective Fire Suppression, Selective Plumbing, Selective HVAC	1	LS	(190,925)	(\$11.58)	-1.3%
21 99 03	Core & Shell Deduct - ROM			(190,925)	(\$11.58)	-1.3%
DIVISION 15 TOTALS				1,512,967	\$91.73	10.1%

Division 16 Electrical

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
26 00 00 Electrical						
1	Electrical Package - Siemens	1	LS	1,050,410	\$63.68	7.0%
2	1200-amp CT and 1000-amp service - Siemens			Included		
3	Egauge power monitoring			Included		
4	Feeder schedule as shown - Aluminum			Included		
5	Panel schedules			Included		
6	Luminaire schedules			Included		
7	Site lighting and controls package - (2) EV chargers dual port			Included		
8	Branch power as required			Included		
9	Site survey for ERRS			Included		
10	Fire Alarm			Included		
11	Conduit for Low volt systems (shown on elec sheets) only			Included		
12	BIM Coordination	1	LS	12,000	\$0.73	0.1%
26 00 00	Electrical			1,062,410	\$64.41	7.1%
27 00 00 Communications						
1	Data and Communications	1	Allowance	35,000	\$2.12	0.2%
2	Data and Communications Design	1	Allowance	8,500	\$0.52	0.1%
27 00 00	Communications			43,500	\$2.64	0.3%
28 13 00 Access Control						
1	Access Control at 8 Doors	1	Allowance	32,500	\$1.97	0.2%
2	Access Control Design	1	Allowance	6,500	\$0.39	0.0%
28 13 00	Access Control			39,000	\$2.36	0.3%
28 16 00 Intrusion Detection						
1	Exterior and Interior Cameras	1	Allowance	32,000	\$1.94	0.2%
2	Security Design	1	Allowance	6,500	\$0.39	0.0%
28 16 00	Intrusion Detection			38,500	\$2.33	0.3%
26 99 01 Audio Visual						
1	Audio Visual	1	Allowance	100,000	\$6.06	0.7%
2	Audio Visual Design	1	Allowance	25,000	\$1.52	0.2%
26 99 01	Audio Visual			125,000	\$7.58	0.8%
26 99 02 Core & Shell Deduct - ROM						
1	Division 16 Core & Shell Deduct Allowance - ROM of deducting Selective Electrical Package	1	LS	(125,000)	(\$7.58)	-0.8%
26 99 02	Core & Shell Deduct - ROM			(125,000)	(\$7.58)	-0.8%
DIVISION 16 TOTALS				1,183,410	\$71.75	7.9%

JOHNSTOWN COMMUNITY CENTER

Superintendent: Matt Beardsley
Project Manager: Tyler Kaul



JOHNSTOWN COMMUNITY CENTER

Superintendent: Matt Beardsley

Project Manager: Tyler Kaul

ID	Task Name	Duration	Start	Finish
89	Install Irrigation Sleeves	3 days	Mon 2/22/27	Wed 2/24/27
90	Install Main Irrigation Lines	3 days	Thu 3/11/27	Mon 3/15/27
91	Install Branch Lines/Heads	3 days	Fri 6/11/27	Tue 6/15/27
92	New Plantings/Sod	3 days	Wed 6/16/27	Fri 6/18/27
93	Building Core & Shell	87 days	Tue 11/17/26	Tue 3/23/27
94	Building Foundation	87 days	Tue 11/17/26	Tue 3/23/27
95	Building Survey/Staking	1 day	Tue 11/17/26	Tue 11/17/26
96	Building Foot Print Excavation	5 days	Wed 11/18/26	Tue 11/24/26
97	Survey For GeoPiers	1 day	Wed 11/25/26	Wed 11/25/26
98	Place AG Piers	5 days	Mon 11/30/26	Fri 12/4/26
99	Clean Spoils From AG Piers	1 day	Mon 12/7/26	Mon 12/7/26
100	Excavate For Breezeway Caissons	1 day	Tue 1/19/27	Tue 1/19/27
101	Entry/Breezeway Form Pour Caissons	1 day	Wed 1/20/27	Wed 1/20/27
102	Backfill/Waterproof Entry Foundation	1 day	Thu 1/21/27	Thu 1/21/27
103	Compaction Test For Entry	1 day	Fri 1/22/27	Fri 1/22/27
104	Form/Pour Entry SOG	3 days	Mon 1/25/27	Wed 1/27/27
105	Set Entry Columns	3 days	Fri 3/12/27	Tue 3/16/27
106	Entry Roof Framing	5 days	Wed 3/17/27	Tue 3/23/27
107	Community Center	108 days	Mon 12/7/26	Fri 5/7/27
108	Survey For Foundation/Footers	2 days	Mon 12/7/26	Tue 12/8/26
109	Excavate For Foundation/ Footers/Walls	5 days	Wed 12/9/26	Tue 12/15/26
110	Form Spread Footings	5 days	Wed 12/16/26	Tue 12/22/26
111	Footer Rebar Inspection/Form Check	1 day	Wed 12/23/26	Wed 12/23/26
112	Pour Spread Footing Pads	1 day	Thu 12/24/26	Thu 12/24/26
113	Form Walls	5 days	Wed 12/30/26	Wed 1/6/27
114	Wall Rebar Inspection/Form Check	1 day	Thu 1/7/27	Thu 1/7/27
115	Pour Walls	5 days	Fri 1/8/27	Thu 1/14/27
116	Strip Walls	2 days	Fri 1/15/27	Mon 1/18/27
117	Install Waterproofing/Insulation	3 days	Tue 1/19/27	Thu 1/21/27
118	Foundation Insulation Inspection	2 days	Fri 1/22/27	Mon 1/25/27
119	Backfill Foundations	8 days	Tue 1/26/27	Thu 2/4/27
120	Plumbing Underground	7 days	Mon 2/1/27	Tue 2/9/27
121	Compaction Test For Backfill For Outside Of Walls	1 day	Fri 2/5/27	Fri 2/5/27
122	Electrical Underground	5 days	Mon 2/8/27	Fri 2/12/27
123	Underground Inspections	1 day	Mon 2/15/27	Mon 2/15/27
124	Backfill Underground/Compaction Test	3 days	Tue 2/16/27	Thu 2/18/27
125	Form/Install Rebar/lmbeds For SOG	5 days	Fri 2/19/27	Thu 2/25/27
126	Pour SOG	3 days	Fri 2/26/27	Tue 3/2/27
127	Framing Of Walls	10 days	Fri 2/26/27	Thu 3/11/27
128	Erect Structural Steel	7 days	Wed 3/3/27	Thu 3/11/27
129	Sheet Exterior Walls	5 days	Fri 3/12/27	Thu 3/18/27
130	Roof Framing/ Set Steel	4 days	Fri 3/12/27	Wed 3/17/27
131	Set Roof Trusses	5 days	Thu 3/18/27	Wed 3/24/27
132	Install Vapor Barror And Polyiso Insulation	4 days	Fri 3/19/27	Wed 3/24/27
133	Framing For Roof Top Appliances	5 days	Thu 3/25/27	Wed 3/31/27
134	Sheet Roof	3 days	Thu 4/1/27	Mon 4/5/27
135	Install Roof insulation/TPO	3 days	Tue 4/6/27	Thu 4/8/27
136	Standing Seam Roofing	10 days	Fri 4/9/27	Thu 4/22/27
137	Install HM Exterior Doors	3 days	Wed 5/5/27	Fri 5/7/27
138	Senior Center	108 days	Mon 12/7/26	Fri 5/7/27
139	Survey For Foundation/Footers	2 days	Mon 12/7/26	Tue 12/8/26
140	Excavate For Foundation/ Footers/Walls	5 days	Wed 12/9/26	Tue 12/15/26
141	Form Spread Footings	5 days	Wed 12/16/26	Tue 12/22/26
142	Footer Rebar Inspection/Form Check	1 day	Wed 12/23/26	Wed 12/23/26
143	Pour Spread Footing Pads	1 day	Thu 12/24/26	Thu 12/24/26
144	Form Walls	5 days	Wed 12/30/26	Wed 1/6/27
145	Wall Rebar Inspection/Form Check	1 day	Thu 1/7/27	Thu 1/7/27

January

8/23

9/27

11/1

12/6

1/10

2/14

3/21

4/25

5/30

7/4

8/8

9/12

10/17

Install Irrigation Sleeves

Install Main Irrigation Lines

Install Branch Lines/Heads

New Plantings/Sod

Building Core & Shell

Building Foundation

Building Survey/Staking

Building Foot Print Excavation

Survey For GeoPiers

Place AG Piers

Clean Spoils From AG Piers

Excavate For Breezeway Caissons

Entry/Breezeway Form Pour Caissons

Backfill/Waterproof Entry Foundation

Compaction Test For Entry

Form/Pour Entry SOG

Set Entry Columns

Entry Roof Framing

Community Center

Survey For Foundation/Footers

Excavate For Foundation/ Footers/Walls

Form Spread Footings

Footer Rebar Inspection/Form Check

Pour Spread Footing Pads

Form Walls

Wall Rebar Inspection/Form Check

Pour Walls

Strip Walls

Install Waterproofing/Insulation

Foundation Insulation Inspection

Backfill Foundations

Plumbing Underground

Compaction Test For Backfill For Outside Of Walls

Electrical Underground

Underground Inspections

Backfill Underground/Compaction Test

Form/Install Rebar/lmbeds For SOG

Pour SOG

Framing Of Walls

Erect Structural Steel

Sheet Exterior Walls

Roof Framing/ Set Steel

Set Roof Trusses

Install Vapor Barror And Polyiso Insulation

Framing For Roof Top Appliances

Sheet Roof

Install Roof insulation/TPO

Standing Seam Roofing

Install HM Exterior Doors

Senior Center

Survey For Foundation/Footers

Excavate For Foundation/ Footers/Walls

Form Spread Footings

Footer Rebar Inspection/Form Check

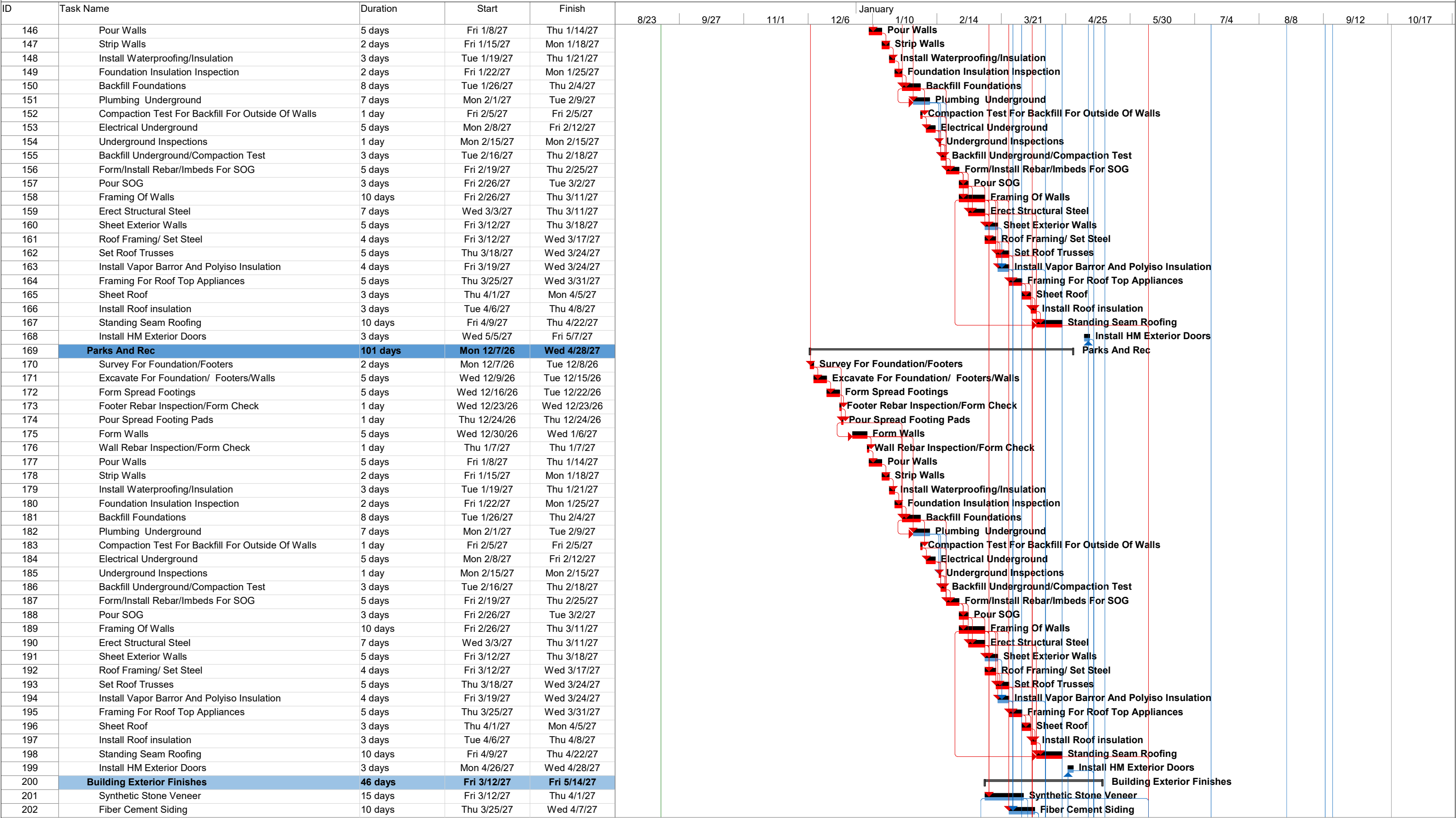
Pour Spread Footing Pads

Form Walls

Wall Rebar Inspection/Form Check

JOHNSTOWN COMMUNITY CENTER

Superintendent: Matt Beardsley
Project Manager: Tyler Kaul



JOHNSTOWN COMMUNITY CENTER

Superintendent: Matt Beardsley
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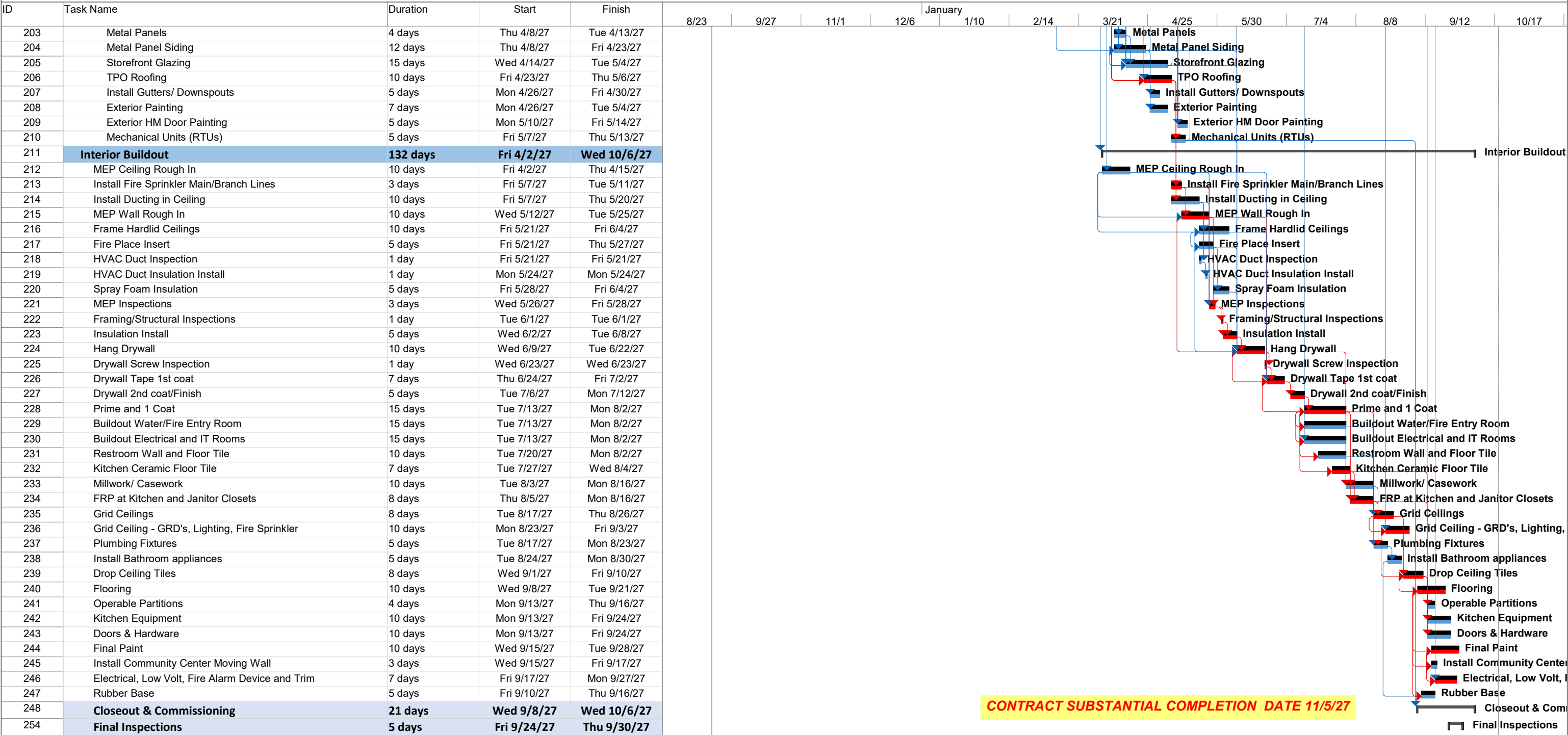


EXHIBIT H

Pricing Clarifications for
Johnstown Community Center
50% CD Set
of Drawings Dated 6/26/26

DIVISION ONE – GENERAL CLARIFICATIONS

1. This iGMP is based on the (50% CD) drawings and specifications dated 6/26/26 as generated by Collab Architecture, along with Addendum #1.
2. The Contract excludes all utility development fees and all municipal development fees.
3. The Scope of Work excludes all hazardous material sampling, testing and abatement.
4. It is assumed that the structural engineer of record will provide all structural engineering, including providing structural services in accordance with 2016 AISC Steel Manual 15th Edition – Code of Standard Practice for Steel Buildings and Bridges, Section 3.1 and subsection 3.1.1 Option 1, and that no structural engineering services will be required by Fransen Pittman.
5. This guaranteed maximum price is not a line item guaranteed maximum price and cannot be treated as such.
6. Sales tax excluded.
7. Use tax excluded.
8. Permit & Permit Review fee excluded.
9. All dry utility work and associated costs are assumed to be by Owner. I.e. electrical transformer, high voltage lines, primary feeders, gas service to meter, gas meters, internet, fiber lines, phone, and D-marc (demarkation point).
10. Additional pricing documents included in GMP (Addenda, Q&A, or any other supplemental information.) If any documents used for pricing were not formally incorporated in the documents via Addenda or ASI from the Architect attach them to the clarifications this is typical of the Q&A log.

11. We have included a wind and weather protection allowance. See List of Allowances for additional information.
12. Any utility fees for usage during construction have been excluded.
13. All third-party commissioning (if required) is by Owner.
14. Recycling and sorting of waste has been excluded.
15. All third-party testing/special inspections will be procured, contracted and managed by Owner.
16. Project delays due to understaffed AHJ inspection agencies are considered to be delays outside of the CMGC's control and will be discussed on a case-by-case basis for extensions to project duration and increases to general conditions should they apply.
17. The Parties acknowledge and agree that, due to current extraordinary circumstances and market demands, there is the potential for material cost increases and delays in deliveries of various construction materials. Because of the unpredictable nature of such material shortages, price and schedule protection cannot be guaranteed for trades whose work includes these construction materials. Contractor has not included an escalation contingency in the GMP. Contractor will use reasonable efforts to minimize any impacts, however, in the event the Cost of Work increases due to such material cost increase beyond Contractor's reasonable control, the Contract Sum shall be increased accordingly. In the event material (s) shortages impact the critical path schedule activities, Contractor is entitled to an extension of time and General Conditions.
18. A Master builders risk allowance has been included in the pricing. This allowance only covers the deductible and for one (1) occurrence. Occurrences include, but not limited to Earth movement/Earthquakes, Flooding, Water damage, Windstorm or hail.
19. Any information provided in the response sections of the Addendum #1 Q&A that references drawings being updated or populated is excluded. No drawing updates were provided in Addendum #1.

20. Any discrepancy of building grid lines between each design discipline that issue any type of scope change during construction will be an added cost by the owner.
21. All tap and meter fees are by owner/others.
22. Davis Bacon, Prevailing Wages are not included in pricing.
23. Master plan/Infrastructure scope (per Scope Limit sheet) is included in the pricing. If the infrastructure scope is awarded at a different time frame outside of the Onsite/building project. Fransen Pittman will need to adjust General Conditions, basic means and materials, general requirement & scope costs associated with the infrastructure project.
24. The Estimate is the only exhibit that reflects the current Rough Order of Magnitude (ROM) allowance pricing associated with the proposed scope deduction for converting the "TRPR" building area to a core-and-shell condition. The ROM allowance pricing also incorporates a reduction of approximately 915 square feet (based off the 50% CD drawing set) at the southeastern corner of the identified area.

The ROM allowance pricing is based on the design information available at the time of preparation (50% CD drawing set) and is subject to change upon receipt and review of the 100% Construction Documents (CDs) from the Design Team. Accordingly, the ROM allowance should not be construed as final pricing or a guaranteed scope deduction.

Fransen Pittman anticipates that additional scope deductions may be identified; however, the final value of the allowance and any associated scope deduction will be determined based on the completed 100% CD documents and the final design intent.

DIVISION TWO – EXISTING CONDITIONS & SITE WORK

25. Ripping, Rock excavation and/or blasting is excluded.
26. Fly ash and/or lime stabilization (all types of soil stabilization) has been excluded. Additional stabilization, deeper remediation, or drilled piers represent owner risk and potential change.
27. Perimeter foundation drain has been excluded.
28. Removal, remediation, and haul off of buried debris, contaminated soils, and/or hazardous materials are excluded.
29. The costs of any and all ground water testing, filtration, sediment control, contaminated water haul off, etc. are excluded from the cost of work.
30. Removal, excavation and/or trenching of rock or any material that cannot be removed with conventional excavation equipment is excluded. This includes but is not limited to excavation work that requires chipping, drilling, splitting, hammering, or blasting.
31. Fransen Pittman cannot guarantee the establishment of unirrigated landscaping.
32. If owner elects Fransen Pittman to maintain the erosion control associated with the state and local stormwater permits during the establishment period of the landscaping, the cost will be billed to the owner on a Time & Materials basis.
33. Landscaping interim maintenance is included within this iGMP for 30 days.
34. Fransen Pittman will not be able to provide warranty or guarantee of establishment for seed if irrigation is not provided. Drawings show areas with native seed to be non-irrigated.
35. If a landscape maintenance package is not accepted by the owner, then all maintenance records will need to be provided by the owner prior to any warranty replacement being completed. Lack of approved maintenance such as winter watering could result in the denial of warranty. Additionally, each planting will only be replaced once within the warranty period.

- 36. Any work completed within the ROW will be subject to the overall project warranty. FP and our subcontractors cannot be held accountable beyond the agreed warranty period and that any “defective” items identified by the local municipality will be at the owner’s financial responsibility.
- 37. Fransen Pittman is not responsible for any existing structures, utilities, or unforeseen materials below grade that are not shown on the drawing set.
- 38. Any/all type of flow fill for utility work is excluded.
- 39. Import and placement of organic topsoil is excluded from pricing.
- 40. Fransen Pittman does not include export of any type of spoils. Will be spread through the area south of the project, with in the “master plan” area.
- 41. Fransen Pittman is excluding any/all types of irrigation for native seeded areas. None shown in drawings.
- 42. Import of general fill is priced as utilizing existing material from master plan to be used on main site. If this soil is not available, it will be an added cost of roughly 4,000 to 5,000 extra cubic yards of soil to be imported. Which will in turn be a change order.
- 43. Sanitary slope is priced per drawings, any information in Addendum #1 Q&A referencing being issued at a later date is excluded.
- 44. Sanitary sewer line running to the southeast of the project, pricing reflects normal/standard excavation.
- 45. Street sweeping is by others.

DIVISION THREE - CONCRETE

- 46. Fransen Pittman does not warrant slabs-on-grade and slabs cast on metal decking against cracking that will affect the aesthetic characteristics of the floor.

- 47. Fransen Pittman does not warrant site concrete including walks, patio's, curb and gutter, drive pans, working done in ROW etc. from cracking spalling or differential movement where native soils were to remain and be used.
- 48. Specific requirements limiting moisture or ph of concrete materials, including flow-fill are excluded from Scope of Work.
- 49. Special coatings and/or special floor preparations required for concrete due to moisture or ph conditions are excluded from the Scope of Work.
- 50. Estimate excludes any and all wet concrete curing methods and materials. Concrete to be cured will utilize a curing compound.
- 51. Site details referencing "Contraction Joint" is excluded from pricing. Response from design team per Q&A#1 is this will be included in 100% CD set.
- 52. Any/all bioretention facility pricing is an allowance, Response from design team per Q&A#1 is design will be provided in the 100% CDs.
- 53. All scope on Sheets CD1.0, CD1.1, CD2.0, CD2.1, Complete detail numbers and section / sheet references for all details not shown is excluded, Response from design team per Q&A#1 is design will be provided in the 100% CDs.
- 54. Color concrete for decorative walks is not included in pricing, see drawings for details.

DIVISION FOUR - MASONRY

- 55. Anti-graffiti coating is not included.

DIVISION FIVE - METALS

- 56. AESS or NOMMA finish requirements on steel have been excluded.
- 57. AISC fabricator and erector have been included.

58. Support angles for stone veneer are excluded. Not shown on structural drawings and require additional details for bidding purposes.

DIVISION SIX - CARPENTRY

59. FSC certified material has been excluded.
60. AWI certified installers and fabricators have been excluded.
61. Trellis column is based off 50% CD Set no other documentation.
62. WC-4 PEG BOARD - KOFFLER - #A1507 PEGBOARD SMOOTH METAL – WHITE & WC-3 PEG BOARD - KOFFLER - #A1507 PEGBOARD SMOOTH METAL – Black is priced as \$150/sf. No information was provided during bidding; pricing may change when product is finalized.
63. ALUMINUM LASER CUT WALL PANEL. - Keynote 5.07 – priced as \$119/sf. No information was provided during bidding; pricing may change when product is finalized.

DIVISION SEVEN – MOISTURE PROTECTION

64. Building envelope testing and/or third-party consultation of any kind is excluded.
65. Building envelope details of parapet, eave, sill, head, jamb, base, expansion joint, & weep elevation is excluded. Will need to be issued in future addendum(s).
66. There are discrepancy between building height, roof height, of finish floor. Pricing is based off structural drawing height(s). Information was not provided of building height clarification in Addendum #1
67. All details required for roof drain storm lines are based off the 50% CD drawings. Anything that differs from drawings is not included in pricing, Response from design team per Q&A#1 is design will be provided in the 100% CDs.

68. Fully adhere a white Elevate (formerly Firestone) 60mil UltraPly TPO roof system, mechanically attach tapered polyisocyanurate roof insulation; A 20-year; 55mph, no dollar limit warranty through the roofing manufacturer. A 2-year workmanship warranty through Advanced Roofing Technologies.
69. Prefinished 24-gauge premanufactured factory manufactured approved coping in standard color with premanufactured miters.
70. Roof Related Sheet Metal - Prefinished 24-gauge MF-2 lower fascia in standard color. Galvanized 24-gauge counter flashing at roof to wall terminations. A 2-year workmanship warranty. A 20-year paint finish warranty by the manufacturer.
71. SSMR - Berridge Prefinished standing seam roofing, 22-gauge panels in standard color (Metallic Fluoropolymer not included) with matching trim. Prefinished 24-gauge fascia in standard color. Prefinished 24-gauge integrated gutters at lower section of roof panels. (This would exclude weather tight warranty). A 2-year workmanship warranty. A 20-year paint finish warranty by the manufacturer.
72. Excluding face breaking panels longer than 24" due to oil-can affect
73. MWP - Berridge Prefinished standing seam roofing, 22-gauge panels in standard color with matching trim. Galvanized horizontal hat channels at 24" oc. A 2-year workmanship warranty. A 20-year paint finish warranty by the manufacturer.
74. Intumescent coatings are not included in pricing.

DIVISION EIGHT – DOORS, WINDOWS & GLASS

75. Fire rated doors are excluded.
76. Full per-type glazing performance data is excluded from pricing due to information not being issued, Response from design team per Q&A#1 is design will be provided at a later date.
77. Interior aluminum storefront to be Tubelite E4500 in dark bronze anodize finish.
78. Interior aluminum storefront doors to be Tubelite standard medium stile in dark bronze anodize finish.
79. Exterior aluminum storefronts to be Tubelite T14000 thermally broken in dark bronze anodize finish.

- 80. Exterior aluminum storefront doors to be Tubelite thermally broken medium stile in dark bronze anodize finish.
- 81. Perimeter caulking (both sides) for aluminum frames is included.
- 82. Interior glazing in storefronts to be ¼" clear tempered.
- 83. Exterior glazing in storefronts to be 1" Solarbronze Solarban 90 LowE, all glass to be fully tempered.
- 84. Glazing for wood / HM doors is included as ¼" clear tempered.
- 85. Glazing for exterior HM doors is included as 1" Bronze LowE to match storefront glazing.
- 86. Shop drawings + structural calcs are included.

DIVISION NINE - FINISHES

- 87. Floor covering prices do not include special high moisture and/or excessive alkalinity adhesives or special floor preparations.
- 88. Wall assembly construction is based on the partition wall types indicated on the drawings not a different wall assembly that meets certain STC requirements. Estimate does not include costs to test STC ratings of walls.
- 89. Level 4 drywall finish is carried in pricing
- 90. Ceiling type "C7" is not included, not shown in drawings.
- 91. Excludes seismic assemblies, acoustical sealant, shop drawings at ACT ceilings and engineering costs.
- 92. Major floor preparation is excluded
- 93. Tiles not carried behind millwork or appliances.

DIVISION TEN - SPECIALTIES

- 94. FRP -: Marlite ** NOTE: CONFLICTING SPEC - QUOTING CLASS C; FRP Standard White FRP, Textured Finish, Class C w/ Matching Trim and Adhesive

95. Toilet Compartments - SECTION 102113 By: ASI Global Partitions ** NOTE:
EXTENDED MANUFACTURING LEAD TIME FOR CUSTOM THICKNESS REQUIRED
**
96. Toilet Accessories - SECTION 102800 By: Bobrick / Xleator
97. Fire Protection Specialties – 104400 By: Activar / JL Industries
98. AED Cabinet - SECTION 104400 By: Activar / JL Industries
99. Lockers- By: ASI Storage Solutions ** NOTE: CONFLICTING SPECS AND PLANS -
QUOTING PHENOLIC ** **DIGI LOCKS ARE NOT INLCUDED**
100. Tandem Stainless Steel Bike Rack, Surface Mounted
101. Operable Partitions do not include pass door, pocket doors, Sound
attenuation barrier from track head to structure above, & Floor leveling

DIVISION ELEVEN - EQUIPMENT

102. Tag E-9 is priced as a residential-style refrigerator. No information given in
drawing set or specifications

DIVISION TWENTY-ONE - FIRE SUPPRESSION

103. Fire suppression is a deferred submittal and final design, and cost will be
determined by the AHJ.
104. Nitrogen Generator for Dry systems are not included in this price
105. Fire pump is not included in this price. Deemed not required per design
meetings.
106. Concealed heads in areas with finished ceilings, white
107. Center of tile heads, where occurring in acoustical ceiling tile
108. Brass upright heads in areas with no ceilings
109. Flexible pipe drops from main to heads in ceilings.
110. Dry system to cover exterior canopies – exposed pipe and heads

DIVISION TWENTY-TWO - PLUMBING

111. Plumbing Fixtures - Roof drains to storm connections are not provided, Scupper/lamb tongue connections are per drawings, Underground plumbing design may change due to the aggregate pier design

DIVISION TWENTY-THREE - HVAC

112. The permanent heating/cooling equipment provided as part of the Scope of Work may be used by Fransen Pittman for construction heating/cooling prior to Substantial Completion of the Project. Proper equipment maintenance, as recommended by the manufacturer, shall be implemented by Fransen Pittman. The warranty period on said equipment shall begin when such equipment is put into use during construction.

113. Duct Cleaning is excluded

114. BIM and 3D coordination included

115. Exclude all seismic requirements.

116. Exclude energy modeling language

117. Controls furnished and installed by Carrier.

118. RTU's, MAU's, furnished and installed by Captive Air

119. FPVAVs as MetalAire

120. RCP-1/2/3 Radiant Ceiling Panel Heaters - RCP127 as Redd-I

121. Electric Wall Heater as Redd-I

122. De-strat Fan as Arius

123. Air Devices as Metalaire

124. Galvanized ductwork is reflected in the pricing.

DIVISION TWENTY-SIX - ELECTRICAL

- 125. Fransen Pittman excludes replacement of all light bulbs used in permanent fixtures during construction regardless of the duration of use. However, all bulbs that are not working or are burnt out at the time of Substantial Completion will be replaced by Fransen Pittman.
- 126. Fire Alarm is a deferred submittal and final design, and cost will be determined by the AHJ.
- 127. BIM and 3D coordination included.
- 128. Exclude all seismic requirements.
- 129. Exclude energy modeling language.
- 130. Power for electrical drawings per Addendum #1 is excluded, due to information will be issued during Addendum #2
- 131. Lightening protection is excluded

DIVISION TWENTY-SEVEN & TWENTY-EIGHT – LOW VOLTAGE

- 132. Communications, Access Control, Intrusion Detection, A/V are priced as an allowance due to not having design provided.
- 133. If owner is procuring and managing the security low voltage subcontractor, it is required that the subcontractor must have the running of all necessary wires through the door and terminating all points of contact with the manufacturer supplied quick connects on all electrified hardware. FP is not responsible for running wires or terminating points of contact on any electrified hardware for owner supplied security subcontractors.

EXHIBIT I

Johnstown Community Center

50% Construction Documents w/ Addendum #1

9/18/2026

Allowances

- Dewatering (Building) - \$35,000
- Dewatering (Infrastructure) - \$10,000
- Temp Irrigation for Native seed area(s) - \$20,000
- Bioretention Pond Area - \$129,500
- Wind and Weather Allowance (Building) - \$35,000
- Wind and Weather Allowance (Infrastructure) - \$10,000
- Master Builders Risk Deductible - \$50,000
- Core & Shell & SF Deduction - \$0
- Plastic Laminate custom cubbie, finish all exposed sides - \$10,000
- WC-3 Peg Board (black) - \$15,750
- WC-4 Peg Board (White) - \$10,500
- Aluminum Laser Cut Wall Panel (5.07) - \$25,000
- Exterior Wood Veneer Wrap (columns) - \$25,000
- Floor Prep - \$8,500
- Feltworks Acoustical Ceiling Panels - \$12,540

- Building Signage - \$56,836
- 10.16 – Acoustic Wall Panel - \$15,000
- 10.21 - Non-vented Electric Fireplace Insert - \$35,000
- PW-1 & PW-2 Rigid Vinyl Wainscot - \$30,000
- Food Service Equipment - \$73,439
- Window Treatments/Coverings - \$39,692
- Temporary Building Heat Package - \$15,000
- Communications - \$43,500
- Access Control - \$39,000
- Intrusion Detection - \$38,500
- Audio/Visual - \$125,000

EXHIBIT J

JOHNSTOWN COMMUNITY CENTER TAB SUMMARY

	ITEM DESCRIPTION	BID TOTAL	RECOMMENDED SUBCONTRACTOR	COMMENTS
DIVISION 02	SITE WORK			
	2B - Site Demo, Erosion Control, Earthwork & Utilities			
1	Dunrite Excavating	\$ 1,873,547		
2	Harolds Excavating Services	\$ 2,625,444		
3	CPC Constructors	\$ 1,872,401	X	Onsite & Infrastructure Earthwork & Utility package
4	E-Z Excavating Inc.	\$ 1,890,858		
5	JD Enterprises, Inc.	\$ 2,172,884		
5	Connell Resources, Inc.	Declined to Bid		
5	Martin and Sons Excavating	Declined to Bid		
	2C - Asphalt Paving			
1	Foothills Paving & Maintenance, Inc.	\$ 471,052	X	Asphalt paving only; Includes Infrastructure Scope
2	Connell Resources, Inc.	\$ 638,065		Includes Infrastructure Scope
3	Mile High Striping Inc	\$ 32,847		
4	S&S Striping And Signage	\$ 31,403		
5	Precise Striping	\$ 21,402	X	Traffic striping and signage only
5	Metro Pavers, Inc	\$ 239,216		
	2D - Site Concrete Paving			
1	Total Concrete Services, Inc.	\$ 767,035		
2	Thoutt Bros Concrete Contractors Inc.	\$ 757,693		
3	Pierson Concrete	\$ 768,201	X	Site Concrete (Onsite & Infrastructure); Has a cheaper Site & Building Pkg together
4	Coloscapes Concrete	\$ 803,562		
5	All-Phase Concrete Construction Inc.	\$ 765,076		
6	A Concrete	\$ 719,588		
	2F - Landscaping & Irrigation			
1	Environmental Landworks Company, Inc.	\$ 520,010	X	Onsite & Infrastructure Landscape package
2	Mill Brothers Landscape Group	\$ 586,999		
3	Landtech Contractors, LLC	\$ 529,270		
	2H - Site Furnishings			
1	Specialties Contracting	\$ 47,100		
2	Dynamic Specialties	\$ 56,756	X	Table & Chair Set, Bicycle Racks, Trash Receptacles; Over all cheaper Specialty pkg
3	Associated Building Specialties, Inc.	\$ 2,797		Bike racks only
4	Custom Flag Company	\$ 12,119		
5	Rocky Mountain Flag	\$ 10,114	X	Flag Pole only
DIVISION 03	CONCRETE			
	3A - Building Concrete			
1	Total Concrete Services, Inc.	\$ 596,812		
2	Thoutt Bros Concrete Contractors Inc.	\$ 516,228		
3	Pierson Concrete	\$ 484,001	X	Building foundations & flatwork
4	Coloscapes Concrete	\$ 614,150		
5	All-Phase Concrete Construction Inc.	\$ 673,289		
6	A Concrete	\$ 544,146		
	2E - Aggregate Piers			
1	Keller North America, Inc.	\$ 267,621		
2	Ground Improvement Engineering	\$ 208,500	X	Aggregate piers under building foundation
DIVISION 04	MASONRY			
	4A - Masonry			
1	Advanced Stucco Design, Inc.	\$ 279,950		
2	Big Horn Masonry, Inc.	\$ 396,800		
3	MSI Wall Systems LLC	\$ 277,950	X	Exterior Stone Veneer & selective interior stone veneer
4	Big Horn Plastering	Unresponsive		
5	Scott's Masonry Inc	Unresponsive		
6	Dels Masonry, Inc.	Declined to Bid		
DIVISION 05	STEEL			
	5A - Structural Steel & Misc. Metals			
1	D & E Steel Services, Inc.	\$ 162,690		
2	Metal Solutions, Inc.	\$ 128,923	X	Structural & Misc. Steel Pkgs
3	Rons Welding & Fabrication, Inc.	\$ 164,973		
4	BK Welding, Inc.	\$ 177,384		
5	Front Range Steel	Declined to Bid		
6	High Plains Steel Services LLC	Declined to Bid		
DIVISION 06	CASEWORK			
	6A - Rough Carpentry, Wood Framing, & Siding			
1	Pat Phillips Carpentry	\$ 1,297,688		
2	Nickell Construction, Inc.	\$ 1,721,556		
3	Peak Framing	\$ 1,779,288		
4	Top Gun Framing	\$ 1,088,636	X	
5	K A Construction	\$ 1,552,051		

6B - Finish Carpentry/Millwork					
1	LA Woodworks, Inc.	\$	609,154	X	Casework, countertops, finish carp fabrications
2	Bruck Millwork	\$	591,928		
3	Concepts in Millwork	\$	669,039		
4	ISEC, Incorporated		Declined to Bid		
5	Sun Architectural Millwork		Declined to Bid		
DIVISION 07 MOISTURE PROTECTION					
7A - Waterproofing, Air Barrier, Thermal Insulation, & Sealants					
1	Restoration Specialists, Inc	\$	55,000	X	Dampproofing, foundation insulation, Interior & Exterior joint sealants
2	AAA Waterproofing Front Range	\$	19,665		
3	RG INSULATION	\$	190,125	X	Weather Barrier, Wall Rigid/Spray foam/blanket insulation
4	Summit Sealants Inc.		Unresponsive		
7C - Roofing, Metal, Flashing/Trim					
1	B & M Roofing of Colorado, LLC	\$	993,123	X	TPO, SSMR, MWP
2	Front Range Roofing Systems, LLC	\$	1,126,043		
3	Advanced Roofing Technologies	\$	986,664		
4	Arapahoe Roofing Sheet Metal Inc.	\$	1,045,012		
5	Grabau Roofing		Unresponsive		
DIVISION 08 DOORS, WINDOWS & GLASS					
8A - Doors, Frames & Hardware					
1	LaForce, LLC	\$	103,181	X	Door, Frames, Hardware only
2	Colorado Doorways, Inc.	\$	109,148		
3	Metro Door Specialists, LLC.	\$	39,452	X	Install DR/FR/HW only
4	ASA Door Tech	\$	43,816		
8B - Overhead Doors					
1	Overhead Door Co.	\$	43,855	X	Overhead Coiling Door & Folding Overhead Door
2	Front Range Raynor	\$	45,010		
3	C.H.I. Overhead Doors	\$	49,284		
8C - Glass and Glazing					
1	Ken Caryl Glass Inc.	\$	565,090	X	Storefront, glazing, & sunshades
2	Empire Glass Company	\$	550,932		
3	EAP Glass Inc.	\$	597,285		
4	Commercial Glass	\$	539,193		
5	Horizon Glass & Glazing Co.		Declined to Bid		
DIVISION 09 FINISHES					
9A - Framing/Drywall					
1	Diversified Builders Incorporated	\$	299,733	X	
2	Spacecon Specialty Contractors	\$	380,420		
3	Delta Drywall Inc.	\$	331,153		
4	Lundquist Associates	\$	330,486		
5	Drywall Partitions Incorporated	\$	368,175		
6	Fossil Creek Drywall		Declined to Bid		
9B - Flooring					
1	Revolution Flooring LLC	\$	169,856	X	Carpet, Resilient, Tile, Polished Concrete
2	Advanced Interiors, Inc.	\$	170,363		
3	Tile Kyle & Company, Inc.	\$	177,404	X	Sealed Concrete Only
4	Lundquist Associates	\$	77,367		
5	Front Range Commercial Flooring LLC	\$	172,945		
6	Spectra Contract Flooring		Unresponsive		
9D - Acoustical Ceilings /Sound Treatment					
1	Spacecon Specialty Contractors	\$	282,994	X	ACT, Rigid PVC, Acoustical Panels
2	Innovative Interiors & Construction	\$	267,677		
3	Acoustics & Interiors	\$	274,077		
4	Phase 2 Company	\$	271,922		
5	SRB Acoustics	\$	352,990		
6	Interior Contractors Inc, LLC DBA ICI, LLC		Declined to Bid		
9E - Painting/Wall Coverings					
1	Delta Drywall Inc.	\$	170,440	X	Interior paint, Exterior paint, Staining
2	Maximum Painting	\$	122,060		
3	Painting Plus	\$	121,907		
4	Phase 2 Company	\$	120,400		
5	Pat's Painting LLC		Declined to Bid		
DIVISION 10 SPECIALTIES					
10B - Toilet Partitions & Accessories , Fire Protection Specialties					
1	Specialties Contracting	\$	180,403	X	Overall cheaper specialties package throughout Div 10
2	Dynamic Specialties	\$	162,505		
3	Colorado Specialties	\$	164,609		
4	Associated Building Specialties, Inc.	\$	167,592		
5	Certified Business Services Inc.		Unresponsive		
10C - Operable Partitions / Cubicle Curtains					
1	Associated Building Specialties, Inc.	\$	187,419	X	
2	Powers Products	\$	180,765		
3	Colorado Specialties	\$	187,346		
10F - Identifying Devices (signage)					
1	Avalis Wayfinding Solutions Inc.	\$	60,654	X	
2	Fastsigns DTC	\$	56,836		
3	Schlosser Signs, Inc.	\$	66,488		
4	Specialties Contracting		Declined to Bid		

10G - Lockers				
1	Specialties Contracting	\$	14,463	
2	Dynamic Specialties	\$	17,752	X
3	Colorado Specialties	\$	19,568	
4	Associated Building Specialties, Inc.	\$	20,000	
5	Certified Business Services Inc.		Unresponsive	
DIVISION 11 EQUIPMENT				
11B - Food Service Equipment				
1	Grady's Foodservice Equipment and Supplies	\$	78,292	
2	Great Lakes Hotel Supply Company	\$	73,439	X
3	W. West Equipment & Furnishings	\$	82,649	
DIVISION 12 FURNISHINGS				
12A - Window Coverings				
1	Bumble Bee Blinds of Northern Colorado	\$	61,636	
2	CCI Shading Systems, Inc	\$	37,192	X
3	Lu-Tek Inc.	\$	67,359	
4	Blind Shine		Unresponsive	
DIVISION 15 MECHANICAL				
15A - HVAC & Plumbing				
1	Front Range Plumbing Co., Inc.	\$	499,296	X
2	Mountain AIRE Mechanical, LLC	\$	970,481	X
3	MTech Mechanical	\$	2,260,914	
4	Atek Heating & Air Conditioning, LLC	\$	1,637,703	
5	Mechanical Masters, Inc.	\$	519,690	
6	Clear Creek Mechanical LLC	\$	943,797	
7	Rogers and Sons	\$	1,142,439	
8	ProCraft Mechanical, LLC		Unresponsive	
9	Design Mechanical Inc.		Unresponsive	
10	Innovative Mechanical Design		Declined to Bid	
15B - Fire Sprinklers				
1	Total Fire Protection, Inc.	\$	185,809	X
2	American Sprinkler, Inc	\$	194,900	
3	Flow Fire Protection, Inc.	\$	212,943	
4	Arapahoe Fire Protection, Ilc	\$	195,763	
5	Alliance Fire Protection		Unresponsive	
DIVISION 16 ELECTRICAL				
16A - Electrical				
1	Highpoint Electric West	\$	1,062,410	X
2	Bret's Electric	\$	1,063,297	
3	Gregory Electric LLC	\$	1,112,285	
4	Montgomery Electric Inc.	\$	1,110,781	
5	Smith Electric	\$	1,194,047	

GROUND

ENGINEERING

**Subsurface Exploration Program
Town of Johnstown
Senior Community Center
Johnstown, Colorado**



Prepared For:
The Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

Attention: Matt LeCerf

Job Number: 26-0006

March 12, 2026

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Senior Community Center
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PURPOSE AND SCOPE OF STUDY

This report presents the results of the geotechnical evaluation performed by GROUND Engineering Consultants, Inc. (GROUND) for the Town of Johnstown in support of design of the proposed Senior Community Center at the southwest corner of Weld County Road(WCR) 17 and Centennial Drive in Johnstown, Colorado. Our study was conducted in general accordance with GROUND's Proposal No. 2601-0079 dated January 19, 2026

A field exploration program was conducted to obtain information on the subsurface conditions. Material samples obtained during the subsurface exploration were tested in the laboratory to provide data on the engineering characteristics of the on-site soils. The results of the field exploration and laboratory testing are presented herein.

This report has been prepared to summarize the data obtained and to present our findings and conclusions based on the proposed development/improvements and the subsurface conditions encountered. Design parameters and a discussion of engineering considerations related to the proposed improvements are included herein. This report should be understood and utilized in its entirety; specific sections of the text, drawings, graphs, tables, and other information contained within this report are intended to be understood in the context of the entire report. This includes the *Closure* section of the report which outlines important limitations on the information contained herein.

This report was prepared for design purposes of the Town of Johnstown based on our understanding of the proposed project at the time of preparation of this report. The data, conclusions, opinions, and geotechnical parameters provided herein should not be construed to be sufficient for other purposes, including the use by contractors, or any other parties for any reason not specifically related to the design of the project. Furthermore, the information provided in this report was based on the exploration and testing methods described below. Deviations between what was reported herein and the actual surface and/or subsurface conditions may exist, and in some cases those deviations may be significant.

PROPOSED CONSTRUCTION

The planned new Senior Community Center consists of a new building to be located southeast of the intersection Centennial Drive and WCR 17. Preliminary plans include a

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building approximately 20,000 square foot in area with parking lots to the south and east with the primary entrance drive off of Centennial Drive to the east of the proposed building. Additionally new flatwork areas are also anticipated. No below grade levels are anticipated. Preliminary loading provided by JVA¹ indicated strip loads of 4.5 kips per foot or less and a anticipated isolated footing load of approximately 75 kips or less.

We understand that the proposed construction is in design stages. If our described understanding/interpretation of the proposed project is incorrect or project elements differ or change in any way from that expressed above, including changes to improvement locations, dimensions, orientations, loading conditions, elevations/grades, etc., and/or additional buildings/structures/site improvements are incorporated into this project, either after the original information was provided to us or after the date of this report, GROUND or another geotechnical engineer must be retained to re-evaluate the conclusions and parameters presented herein.

SITE CONDITIONS

At the time of our subsurface exploration program the site was an undeveloped parcel of land with sparse grass and weed vegetation. Additionally, some local sandstone boulders were noted at the surface of the site. The majority of the site appears elevated above the adjacent roadways and generally flat.



Historical satellite imagery from Google Earth, dated June 2021, shows what appears to be overlot grading operations at the project site at the same time as similar operations are happening at the residential subdivision approximately ¼ mile to the east.

¹ JVA, *Memo: Johnstown Senior Center and Community Facility* to Jordan Lockner, Collab Architecture, January 9, 2026

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The site is bordered by Centennial Drive / WCR 46.5 to the north, WCR 17 to the west, Little Thompson River to the east, and undeveloped land to the south.

Man-made fill was observed in the majority of the test holes to depths of approximately 11 to 16 feet below existing grades. The exact extents, limits, and composition of any man-made fill were not determined as part of the scope of work addressed by this study and should be expected to exist at varying locations and depth throughout the site associated with previous construction/development.

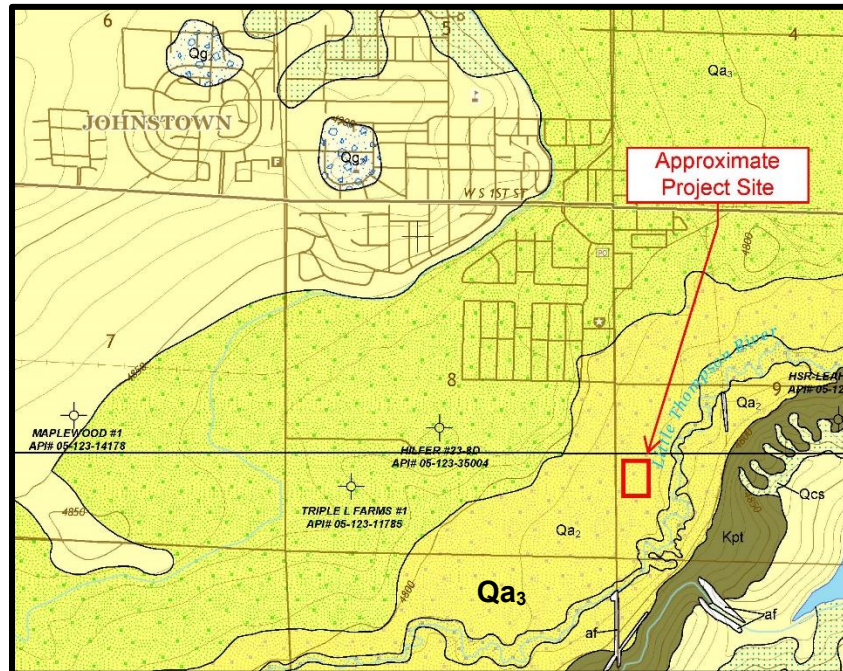
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GEOLOGIC SETTING

Published geologic maps, e.g., Palkovic, M.J., and Morgan, M.L. (2017)² depict the site as underlain by upper Pleistocene Alluvium (**Qa₃**). These alluvium deposits typically consist of layers silt and clay with gravel and sand.

We interpret the native soils encountered in the test holes to be alluvium deposits.

A portion of this map is reproduced below.



SUBSURFACE EXPLORATION

Subsurface exploration for the project was conducted on February 6th and 9th, 2026. Nine (9) test holes were drilled using a truck mounted drill rig advancing continuous flight auger. Four (4) test holes were advanced within the proposed new building location. Three (3) test holes were advanced within the proposed new pavement areas. Two (2) test holes were drilled within the proposed recreation fields north of the planned building. One (1) test hole was advanced within the proposed detention area east of the proposed new parking lots. The foundation test holes were advanced to depths ranging from

² Palkovic, M.J., and Morgan, M.L., 2017, *Geologic Map of the Johnstown Quadrangle, Larimer and Weld Counties, Colorado*: Colorado Geological Survey, Open-File Report OF-17-02

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approximately 30 to 35 feet below existing grades. The detention area test hole was advanced to a depth of approximately 16 feet below existing grades. The recreation field test holes were advanced to depths ranging from approximately 10 to 11 feet below existing grades. The pavement test holes were advanced to depths of approximately 6 feet below existing grades. The test holes were advanced to their planned termination depths to evaluate the subsurface conditions as well as to retrieve samples for laboratory testing and analysis. A representative of GROUND directed the subsurface exploration, logged the test holes in the field, and prepared the samples for transport to our laboratory. Test holes 1 and 4 were completed as groundwater monitoring holes. The rest of the test holes were backfilled following drilling operations due to safety.

Samples of the subsurface materials were retrieved with a 2-inch I.D. 'California' liner and a 1-3/8 inch 'split spoon' sampler. The samplers were driven into the substrata with blows from a 140-pound hammer falling 30 inches, a procedure similar to the Standard Penetration Test described by ASTM Method D1586. Penetration resistance values, when properly evaluated, indicate the relative density or consistency of soils. Depth and relative elevations at which the samples were obtained and associated penetration resistance values are shown on the test hole log.

The approximate location of the test holes is shown on Figure 1. A summary of the test holes is presented on Figure 2. Explanatory notes and a legend are provided on Figure 3.

LABORATORY TESTING

Samples retrieved from our test holes were examined and visually classified in the laboratory by the project engineer. Laboratory testing of soil samples included standard property tests, such as natural moisture contents, dry unit weights, grain size analyses, atterberg limits, and swell/consolidation testing. Water soluble sulfate and soil corrosivity testing was performed on selected samples as well. Laboratory tests were performed in general accordance with applicable ASTM protocols. Results of the laboratory testing program are summarized in Tables 1 and 2.

SUBSURFACE CONDITIONS

The test holes penetrated a thin layer of surficial materials consisting of topsoil approximately 2 to 6 inches thickness. Fill materials consisting of sandy clay materials

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were encountered below the topsoil and continued to depths ranging from 11 to 15 feet below existing grades. Native clay with sand was observed below the fill and continued to depths ranging from approximately 19 to 30 feet. Sand and gravel materials were encountered below the clay at a depth of approximately 30 feet below existing grade. Both of these layers of granular materials continued to the test hole termination depths of approximately 31 to 35 feet below existing grades. Individual drill logs can be found in Figure 2 and Appendix A.

Fill materials consisted of sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.

Clay with sand materials were fine grained, low to medium plasticity, very soft to very stiff, slightly moist to wet, and brown to grey-brown in color.

Sand materials were silty to clayey, fine to coarse grained, non to low plasticity, loose to medium dense, wet, and brown in color.

Sand and Gravel materials were silty to clayey, fine to coarse grained with gravel, non to low plasticity, medium dense, wet, and brown in color.

Groundwater was encountered in the foundation test holes at depths ranging from approximately 13 to 20 feet below existing grades at the time of drilling. Test holes 1 and 4 were completed as a groundwater depth monitoring hole. The groundwater depths in these holes were approximately 17.1 and 17.9 feet below existing grades when checked 28 days after drilling. The other test holes advanced for this study were backfilled immediately following drilling due to safety concerns. Groundwater levels can be expected to fluctuate, however, in response to annual and longer-term cycles of precipitation, irrigation, surface drainage, land use, and the development of transient, perched water conditions.

Swell-Consolidation testing of select samples of the site materials yielded results ranging from 1.5 percent consolidation to 5.0 percent swell upon wetting under various surcharge loads based on anticipated overburden pressures.

SEISMIC CLASSIFICATION

Based on extrapolation of available data to depth and our experience in the project area, we consider the area of the proposed building likely to meet the criteria for a Seismic Site Classification of **D** according to the ASCE 7-16 (Table 20.3-1). (Exploration and/or shear wave velocity testing to a depth of 100 feet or more was not part of our present scope of services.) If, however, a quantitative assessment of the site seismic properties is desired, to obtain a Seismic Site Classification of C, for example, then shear wave velocity testing should be performed. GROUND can provide a fee estimate for shear wave velocity testing upon request. We consider the likelihood of obtaining a Site Classification of C to be very low.

Using longitude and latitude coordinates obtained from Google Earth and the ASCE Hazard Tool (ascehazardtool.org) the project area is indicated to possess an S_{DS} value of **0.181** and an S_{D1} value of **0.085** for the site latitude and longitude and a Site Class of D.

GEOTECHNICAL CONSIDERATIONS FOR DESIGN

The conclusions and parameters provided in this report were based on the data presented herein, our experience in the general project area with similar structures, and our engineering judgment with regard to the applicability of the data and methods of forecasting future performance. A variety of engineering parameters were considered as indicators of potential future soil movements.

Our parameters and conclusions were based on our judgment of “likely movement potentials,” (i.e., the amount of movement likely to be realized if site drainage is generally effective, estimated to a reasonable degree of engineering certainty) as well as our assumptions about the owner’s willingness to accept geotechnical risk. “Maximum possible” movement estimates necessarily will be larger than those presented herein. They also have a significantly lower likelihood of being realized, in our opinion, and generally require more expensive measures to address. We encourage the Town of Johnstown, upon receipt of this report, to discuss these risks and the geotechnical alternatives with us.

The Town of Johnstown must, therefore, understand the risks and remedial approaches presented in this report (and the risk-cost trade-offs addressed by the civil engineer and

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structural engineer) in order to direct the design team to the portion of the Higher Cost / Lower Risk to Lower Cost / Higher Risk spectrum in which this project should be designed. If the Town of Johnstown does not understand these risks, it is critical that they request additional information or clarification so that their expectations reasonably can be met.

General Geotechnical Risk In GROUND's opinion, the primary source of geotechnical risk at the site is the presence of approximately 11 to 15 feet of undocumented fills on the project site.

As noted above, fill operations in the summer of 2021 appeared to have placed a significant amount of fill at the project site. It is unknown if the observed fill materials were placed in a properly moisture-density treated manner, and in the absence of testing and/or fill placement documentation, we must assume that they were not. Where undocumented fill soils exist there is unquantifiable potential risk of volume change of the fill (primarily from consolidation of materials) associated with the presence of unknown materials and/or voids in the fill.

Likely Post-Construction Movements Utilizing the above assumptions and data obtained for this study, our estimates indicate vertical, post-construction movements on the order of 5 inches or more where structures or rigid site improvements bear on the existing materials.

Building Foundation and Floor Types

Aggregate Piers Shallow foundations and slab-on-grade floor systems appear to be geotechnically feasible at this site, provided that they bear on soils improved by rammed aggregate piers or similar ground improvement techniques. These are a commonly used soil improvement measure in the Front Range area. Rammed aggregate piers, "geopiers," "vibro-piers," etc., are proprietary foundation systems and the design parameters will be provided by the specialty designer/installer. Such systems will provide sufficient bearing capacity without the risk of excessive settlement. We suggest contacting either of the following designer/installers, although others may be available:

- Ground Improvement Engineering 816 / 421 – 4334
- Keller (formerly Hayward Baker) 303 / 469 – 1136

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The data in this report should be sufficient for the designer/installed to provide their design, and additional parameters for shallow foundations can be provided upon request.

In GROUND's experience plumbing trenches commonly can impact aggregate piers. The location of planned utility trenches should be coordinated with the aggregate pier designer to limit the impact on aggregate piers.

Deep Foundations: In GROUND's opinion a deep foundation consisting of drilled piers advanced into the bedrock at the project site will provide the least risk of post-construction movements – estimated to be approximately ½ inch or less. However, bedrock depths at the project site are greater than the explored depths of 30 to 35 feet below existing grades. If geotechnical parameters for drilled piers are desired by the Town of Johnstown, additional exploration to bedrock should be considered to obtain bedrock depths within the building footprint. GROUND can provide a proposal for this additional exploration upon request.

Constructing the slab on grade as a structural floor, also supported on drilled piers, will yield similarly low post-construction floor movement estimates. For similar reasons as stated above, a structural floor may not be practical for the proposed construction.

Shallow Foundations and Slab-on-Grade Floors Shallow foundations and slab-on-grade floors constructed on a remedial fill section is a higher risk alternative that is commonly utilized in the Front Range area. However, due to the depth of undocumented fill noted in the subsurface exploration as well as the close proximity to observed groundwater to the bottom of that undocumented fill, it is GROUND's opinion that over-excavation is not a favorable remediation method at this site. Additionally, anticipated post-construction settlements of a fill section sufficiently deep to remove and replace the full depth of undocumented fill likely will be on the order of 1.5 to 2 inches which is greater than typical industry standards.

Additional Considerations

Inadequate site drainage and/or ineffective fill processing (moisture treatment and compaction) will result in an increase in the movement estimates provided. Actual movements may be more or less depending on the subsurface materials present and the

overall site drainage after construction is completed, and when landscape irrigation commences.

SHALLOW FOUNDATIONS (Bearing on aggregate piers)

The geotechnical parameters below may be used for design of foundations for the proposed building.

Geotechnical Parameters for Shallow Foundation Design w/ rammed aggregate piers

- 1) Footings should bear on a section of soils improved by rammed aggregate piers as discussed in the *Geotechnical Considerations for Design* section of this report.
- 2) Footings bearing on soils improved by rammed aggregate piers are used, the allowable bearing pressure provided by the rammed aggregate pier designer/installer should be used.

To reduce differential settlements between footings or along continuous footings, footing loads should be as uniform as possible. Differentially loaded footings will settle differentially.

- 3) Spread footings should have a minimum lateral dimension of **16 or more inches** for linear strip footings and **24 or more inches** for isolated pad footings. Actual footing dimensions should be determined by the structural engineer.
- 4) Footings should bear at an elevation **3 or more feet** below the lowest adjacent exterior finish grades to have adequate soil cover for frost protection.
- 5) Continuous foundation walls should be reinforced as designed by a structural engineer to span an unsupported length of at least **10 feet**.
- 6) Geotechnical parameters for lateral resistance to foundation loads are provided in the *Lateral Loads* section of this report.
- 7) Connections of all types must be flexible and/or adjustable to accommodate the anticipated, post-construction movements of the structure.

Shallow Foundation Construction

- 8) The contractor should take adequate care when making excavations not to compromise the bearing or lateral support of installed rammed aggregate piers.
- 9) Care should be taken when excavating the foundations to avoid disturbing the supporting aggregate pier materials particularly in excavating the last few inches.
- 10) Foundation-supporting soils may be disturbed or deform excessively under the wheel loads of heavy construction vehicles as the excavations approach footing bearing levels. Construction equipment should be as light as possible to limit development of this condition. The movement of vehicles over proposed foundation areas should be restricted.
- 11) If aggregate piers are disturbed during excavation, the aggregate pier designer/installer should be contacted to determine how to address.
- 12) Fill placed against the sides of the footings should be properly compacted in accordance with the *Project Earthwork* section of this report.

SLAB-ON-GRADE FLOORS (Supported by aggregate piers)

The geotechnical parameters below may be used for design of slab-on-grade floors for the proposed buildings. ACI Sections 301/302/360 provide guidance regarding concrete slab-on-grade design and construction.

Geotechnical Parameters for Design of Slab-on-Grade Floors

- 1) A slab-on-grade floor system should bear on at a section of properly moisture-density treated and compacted CDOT Class 5/6 aggregate base course materials placed on a layer of Tensar® BX 1100 biaxial geogrid or equivalent. This section should extend from the bottom of the slab to the top of rammed aggregate piers.
- 2) A minimum of **24 inches** of base course, noted above, should be placed over the BX 1100 geogrid and rammed aggregate piers as discussed in the *Geotechnical Considerations for Design* section of this report and designed by others.

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- 3) Floor slabs should be adequately reinforced. Floor slab design, including slab thickness, concrete strength, jointing, and slab reinforcement should be developed by a structural engineer.
- 4) An allowable vertical modulus of subgrade reaction (**K_v**) of **250 pci** may be used for design of a concrete, slab-on-grade floor bearing on a remedial fill section consisting of site CDOT Class 5/6 Aggregate Base fill materials.

These values are for a 1-foot x 1-foot plate; they should be adjusted for slab dimension.

- 5) Floor slabs should be separated from all bearing walls and columns with slip joints, which allow unrestrained vertical movement.

Slip joints should be observed periodically, particularly during the first several years after construction. Slab movement can cause previously free-slipping joints to bind. Measures should be taken to assure that slab isolation is maintained in order to reduce the likelihood of damage to walls and other interior improvements.

However, where estimates of post-construction movement is sufficiently low and the associated risks are understood and accepted by the owner and the design team, slip joint may be omitted to allow for the use a thickened slab foundation elements.

- 6) Concrete slabs-on-grade should be provided with properly designed control joints.

ACI, AASHTO, and other industry groups provide guidelines for proper design and construction concrete slabs-on-grade and associated jointing. The design and construction of such joints should account for cracking as a result of shrinkage, curling, tension, loading, and curing, as well as proposed slab use. Joint layout based on the slab design may require more frequent, additional, or deeper joints, and should reflect the configuration and proposed use of the slab.

Particular attention in slab joint layout should be paid to areas where slabs consist of interior corners or curves (e.g., at column blockouts or reentrant corners) or where slabs have high length to width ratios, significant slopes, thickness

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transitions, high traffic loads, or other unique features. Improper placement or construction will increase the potential for slab cracking.

- 7) Interior partitions resting on floor slabs should be provided with slip joints so that if the slabs move, the movement cannot be transmitted to the upper structure. This detail is also important for wallboards and doorframes. Slip joints should allow **1½ inches or more** of vertical, differential movement. Accommodation for differential movement also should be made where partitions meet bearing walls.
- 8) Post-construction movements may not displace slab-on-grade floors and utility lines in the soils beneath them to the same extent. Design of floor penetrations, connections, and fixtures should accommodate **up to 2 inches** of differential movement.
- 9) A vapor barrier beneath a building floor slab can be beneficial with regard to reducing exterior moisture moving into the building, through the slab, but can retard downward drainage of construction moisture. Uneven moisture release can result in slab curling. Elevated vapor fluxes can be detrimental to the adhesion and performance of many floor coverings and may exceed various flooring manufacturers' usage criteria.

Per the 2006 ACI *Location Guideline*, a vapor barrier is required under concrete floors when that floor is to receive moisture-sensitive floor covering and/or adhesives, or the room above that floor has humidity control.

Therefore, in light of the several, potentially conflicting effects of the use vapor-barriers, the owner and the architect and/or contractor should weigh the performance of the slab and appropriate flooring products in light of the intended building use, etc., during the floor system design process and the selection of flooring materials. Use of a plastic vapor-barrier membrane may be appropriate for some building areas and not for others.

In the event a vapor barrier is utilized, it should consist of a minimum 15 mil thickness, extruded polyolefin plastic (no recycled content or woven materials), maintain a permeance less than 0.01 perms per ASTM E-96 or ASTM F-1249, and

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comply with ASTM E-1745 (Class "A"). Vapor barriers should be installed in accordance with ASTM E-1643.

Polyethylene ("poly") sheeting (even if 15 mils in thickness which polyethylene sheeting commonly is not) does not meet the ASTM E-1745 criteria and should not be used as vapor barrier material. It can be easily torn and/or punctured, does not possess necessary tensile strength, gets brittle, tends to decompose over time, and has a relatively high permeance.

Construction Considerations for Slab-on-Grade Floors

- 10) Loose, soft, or otherwise unsuitable materials exposed on the prepared surface on which the floor slab will be cast should be excavated and replaced with properly compacted fill. Care should be taken not to disturb the rammed aggregate piers or subgrade improvements.
- 11) Concrete floor slabs should be constructed and cured in accordance with applicable industry standards and slab design specifications.
- 12) All plumbing lines should be carefully tested before operation. Where plumbing lines enter through the floor, a positive bond break should be provided.

ANCILLARY STRUCTURES: Signs Sheds Etc.

For structures that are less sensitive to movements it may be possible to utilize shallow foundations bearing on native site soils. Ancillary structure footings bearing on firm, existing soils may be designed for an allowable bearing pressure of **1,500 psf**.

We estimate likely post-construction spread footing foundation movements for these ancillary structures to be on the order of **5 inches** or more, with similar differential movements over spans of about 40 feet.

If more stringent movement tolerances are needed, please contact GROUND to review actual loads, locations, and elevations, for further evaluation.

Footing excavation bottoms may expose debris, loose, or wet materials, organic or otherwise deleterious materials. Firm materials may be disturbed by the excavation

process. All such unsuitable materials should be excavated entirely or to a depth of at least 12 inches and replaced with properly compacted fill or the footing deepened.

Compacted fill placed below and against the sides of the footings should be compacted in accordance with the criteria in the Project Earthwork section of this report.

The bearing materials at the bottom of any shallow foundation should be observed by the geotechnical field engineer prior to installation of re-bar and concrete. If soft, unstable, or otherwise unsuitable areas are observed they should be addressed on a case-by-case basis at the time of construction.

These structures should not be tied to or connected to buildings or structures founded on improved subgrade materials utilizing aggregate piers, due to the differential of the anticipated settlements.

LATERAL EARTH PRESSURES

Structures which are laterally supported and can be expected to undergo only a limited amount of deflection should be designed for “at-rest” lateral earth pressures. The cantilevered retaining structures will be designed to deflect sufficiently to mobilize the full active earth pressure condition, and may be designed for “active” lateral earth pressures. “Passive” earth pressures may be applied in front of the structural embedment to resist driving forces.

The at-rest, active, and passive earth pressures in terms of equivalent fluid unit weight for the on-site backfill is summarized on the table below. Base friction may be combined with passive earth pressure if the foundation is in a drained condition. The values for the on-site material in the upper 10 feet provided in the table below were approximated utilizing a unit weight of 130 pcf and a phi angle of 26 degrees and are un-factored. Appropriate factors of safety should be included in design calculations.

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Lateral Earth Pressures (Equivalent Fluid Unit Weights)

Material Type	Water Condition	At-Rest (pcf)	Active (pcf)	Passive (pcf)	Friction Coefficient
On-Site Backfill	Drained	74	51	290 (max. 2,900 psf)	0.33

The lateral earth pressures indicated above are for a horizontal upper backfill slope. The additional loading of an upward sloping backfill as well as loads from traffic, stockpiled materials, etc., should be included in the wall/shoring design.

Project Retaining Walls We are not aware of any significant retaining structures proposed as part of the facility improvements. Therefore, the above parameters should be considered preliminary with regard to design of walls, etc. In the event that retaining walls are added once project design begins, a geotechnical engineer should be retained to develop parameters for retaining wall parameter design. Global stability analysis may be needed, as well. The C should realize that additional subsurface exploration may be necessary.

WATER-SOLUBLE SULFATES

The concentration of water-soluble sulfates measured in selected samples retrieved from the test holes ranged up to approximately 0.11 percent by weight (see Table 2). Such a concentration of water-soluble sulfates represents a 'moderate' environment for sulfate attack on concrete exposed to these materials. Degrees of attack are based on the scale of 'negligible,' 'moderate,' 'severe' and 'very severe' as described in the "Design and Control of Concrete Mixtures," published by the Portland Cement Association (PCA). The Colorado Department of Transportation (CDOT) utilizes a corresponding scale with 4 classes of severity of sulfate exposure (Class 0 to Class 3) as described in the published table below.

**REQUIREMENTS TO PROTECT AGAINST DAMAGE TO CONCRETE BY SULFATE
ATTACK FROM EXTERNAL SOURCES OF SULFATE**

Severity of Sulfate Exposure	Water-Soluble Sulfate (SO₄) In Dry Soil (%)	Sulfate (SO₄) In Water (ppm)	Water Cementitious Ratio (maximum)	Cementitious Material Requirements
Class 0	0.00 to 0.10	0 to 150	0.45	Class 0
Class 1	0.11 to 0.20	151 to 1500	0.45	Class 1
Class 2	0.21 to 2.00	1501 to 10,000	0.45	Class 2
Class 3	2.01 or greater	10,001 or greater	0.40	Class 3

Based on our test results and PCA and CDOT guidelines, GROUND recommends the use of the appropriate cement in all concrete exposed to site soils, conforming to one of the following requirements:

Class 1 (Moderate)

- (1) ASTM C150 Type II or V.
- (2) ASTM C595 Type IP(MS) or IP(HS).
- (3) ASTM C150 Type III. Type III shall have no more than 8 percent C3A.
- (4) ASTM C595 Type IL(MS), IL(HS), IT(MS), or (HS).

Class C fly ash shall not be substituted for cement.

In addition, all concrete used shall have a minimum compressive strength of 4,000 psi.

The contractor should be aware that certain concrete mix components affecting sulfate resistance including, but not limited to, the cement, entrained air, and fly ash, can affect workability, set time, and other characteristics during placement, finishing and curing. The contractor should develop mix(es) for use in project concrete which are suitable with regard to these construction factors, as well as sulfate resistance. A reduced, but still significant, sulfate resistance may be acceptable to the owner, in exchange for desired construction characteristics.

SOIL CORROSIVITY

The degree of risk for corrosion of metals in soils commonly is considered to be in two categories: corrosion in undisturbed soils and corrosion in disturbed soils. The potential for corrosion in undisturbed soil is generally low, regardless of soil types and conditions,

because it is limited by the amount of oxygen that is available to create an electrolytic cell. In disturbed soils, the potential for corrosion typically is higher, but is strongly affected by soil chemistry and other factors.

A preliminary corrosivity analysis was performed to provide a general assessment of the potential for corrosion of ferrous metals installed in contact with earth materials at the site, based on the conditions existing at the time of GROUND's evaluation. Soil chemistry and physical property data including pH, and sulfides content were obtained. Test results are summarized on Table 2.

Soil Resistivity In order to assess the "worst case" for mitigation planning, samples of materials retrieved from the test holes were tested for resistivity in the in the laboratory, rather than in the field. Resistivity varies inversely with temperature therefore, the laboratory measurements were made at a controlled temperature.

Measurements of electrical resistivity indicated a value of approximately 43,992 ohm-centimeters in samples of the site earth materials.

pH Where pH is less than 4.0, soil serves as an electrolyte; the pH range of about 6.5 to 7.5 indicates soil conditions that are optimum for sulfate reduction. In the pH range above 8.5, soils are generally high in dissolved salts, yielding a low soil resistivity (AWWA, 2010). Testing indicated pH a value of approximately 8.4.

Reduction-Oxidation testing indicated negative potentials: approximately -74 mV. Such a low potential typically creates a more corrosive environment.

Sulfide Reactivity testing for the presence of sulfides indicated 'trace' results. The presence of sulfides in the site soils also suggests a more corrosive environment.

Corrosivity Assessment The American Water Works Association (AWWA, 2010³) has developed a point system scale used to predict corrosivity. The scale is intended for protection of ductile iron pipe but is valuable for project steel selection. When the scale equals 10 points or higher, protective measures for ductile iron pipe are suggested. The

³ American Water Works Association ANSI/AWWA C105/A21.5-05 Standard.

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AWWA scale (Table A.1 Soil-test Evaluation) is presented below. The soil characteristics refer to the conditions at and above pipe installation depth.

Table A.1 Soil-test Evaluation

<u>Soil Characteristic / Value</u>	<u>Points</u>
Resistivity	
<1,500 ohm-cm	10
1,500 to 1,800 ohm-cm	8
1,800 to 2,100 ohm-cm	5
2,100 to 2,500 ohm-cm	2
2,500 to 3,000 ohm-cm	1
>3,000 ohm-cm	0
pH	
0 to 2.0	5
2.0 to 4.0	3
4.0 to 6.5	0
6.5 to 7.5	0 *
7.5 to 8.5	0
>8.5	3
Redox Potential	
< 0 (negative values)	5
0 to +50 mV	4
+50 to +100 mV	3½
> +100 mV	0
Sulfide Reactivity	
Positive	3½
Trace	2
Negative	0
Moisture	
Poor drainage, continuously wet	2
Fair drainage, generally moist	1
Good drainage, generally dry	0

* If sulfides are present and low or negative redox-potential results (< 50 mV) are obtained, add three points for this range.

We anticipate that drainage at the site after construction will be effective. Therefore, based on the values obtained for the soil parameters, the overburden soils to not appear to comprise a highly corrosive environment for metals (7 points).

If additional information are needed regarding soil corrosivity, the American Water Works Association or a Corrosion Engineer should be contacted. It should be noted, however, that changes to the site conditions during construction, such as the import of other soils,

or the intended or unintended introduction of off-site water, may significantly alter corrosion potential.

PROJECT EARTHWORK

The earthwork criteria below are based on our interpretation of the geotechnical conditions encountered in the test holes. Where these criteria differ from applicable municipal specifications, e.g., for trench backfill compaction along a public utility line, the latter should be considered to take precedence.

General Considerations Site grading should be performed as early as possible in the construction sequence to allow settlement of fills and surcharged ground to be realized to the greatest extent prior to subsequent construction.

Prior to earthwork construction, existing concrete, asphalt, vegetation, and other deleterious materials should be removed and disposed of off-site. Relic underground utilities should be abandoned in accordance with applicable regulations, removed as necessary, and properly capped.

Topsoil present on-site should not be incorporated into ordinary fills. Instead, topsoil should be stockpiled during initial grading operations for placement in areas to be landscaped or for other approved uses.

Existing Fill Soils: Man-made fill materials were encountered in the test holes during subsurface exploration. Actual contents and composition of the man-made fill materials are not known; therefore, some of the excavated man-made fill materials may not be suitable for replacement as backfill. The Geotechnical Engineer should be retained during site excavations to observe the excavated fill materials and provide recommendations for its suitability for reuse.

Use of Existing Native Soils Overburden soils that are free of trash, organic material (including all firewood, wood chips, etc.), construction debris, and other deleterious materials are suitable, in general, for placement as compacted fill. Organic materials should not be incorporated into project fills.

Fragments of rock, cobbles, and inert construction debris (e.g., concrete or asphalt) larger than 3 inches in maximum dimension will require special handling and/or placement to be

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incorporated into project fills. In general, such materials should be placed as deeply as possible in the project fills. A Geotechnical Engineer should be consulted regarding appropriate direction for usage of such materials on a case-by-case basis when such materials have been identified during earthwork. Standard parameters that likely will be generally applicable can be found in Section 203 of the current CDOT Standard Specifications for Road and Bridge Construction.

Imported Fill Materials If it is necessary to import material to the site the imported soils should be free of organic material, and other deleterious materials. **Imported material should consist of materials that have less than 50 percent passing the No. 200 Sieve and should have a plasticity index less than 15.** Representative samples of the materials proposed for import should be tested and approved prior to transport to the site.

Fill Platform Preparation Prior to filling, the top 12 inches of in-place materials on which fill soils will be placed should be scarified, moisture conditioned and properly compacted in accordance with the parameters below to provide a uniform base for fill placement. *If over-excavation is to be performed, then these parameters for subgrade preparation are for the subgrade below the bottom of the specified over-excavation depth.*

If surfaces to receive fill expose loose, wet, soft or otherwise deleterious material, additional material should be excavated, or other measures taken to establish a firm platform for filling. The surfaces to receive fill must be effectively stable prior to placement of fill.

GROUND's experience within the project area suggests the frost depth to be approximately 3 feet below ground surface.

Fill Placement Fill materials should be thoroughly mixed to achieve a uniform moisture content, placed in uniform lifts not exceeding 8 inches in loose thickness, and properly compacted.

Soils that classify as GP, GW, GM, GC, SP, SW, SM, or SC in accordance with the USCS classification system (granular materials) should be compacted to **95 or more percent** of the maximum Modified Proctor dry density at moisture contents within **2 percent** of optimum moisture content as determined by ASTM D1557.

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Soils that classify as ML or CL, should be compacted to **95 or more percent** of the maximum Standard Proctor density at moisture contents from **2 percent below to 2 percent above** of the optimum moisture content as determined by ASTM D698.

Soils that Classify as CH or MH should not be utilized under site improvements or as structure fill.

It may be necessary to rework the fill materials more than once by adjusting moisture and replacing the materials, in order to achieve the recommended compaction and moisture criteria.

No fill materials should be placed, worked, or rolled while they are frozen, thawing, or during poor/inclement weather conditions.

Care should be taken with regard to achieving and maintaining proper moisture contents during placement and compaction. Materials that are not properly moisture conditioned may exhibit significant pumping, rutting, and deflection at moisture contents near optimum and above. The contractor should be prepared to handle soils of this type, including the use of chemical stabilization, if necessary.

Compaction areas should be kept separate, and no lift should be covered by another until relative compaction and moisture content within the suggested ranges are obtained.

Use of Squeegee Relatively uniformly graded fine gravel or coarse sand, i.e., “squeegee,” or similar materials commonly are proposed for backfilling foundation excavations, utility trenches (excluding approved pipe bedding), and other areas where employing compaction equipment is difficult. In general, GROUND does not suggest this procedure for the following reasons:

Although commonly considered “self-compacting,” uniformly graded granular materials require densification after placement, typically by vibration. The equipment to densify these materials is not available on many job-sites.

Even when properly densified, granular materials are permeable and allow water to reach and collect in the lower portions of the excavations backfilled with those materials. This leads to wetting of the underlying soils and resultant potential loss of bearing support as well as increased local heave or settlement.

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It is GROUND's opinion that wherever possible, excavations be backfilled with approved, on-site soils placed as properly compacted fill. Where this is not feasible, use of "Controlled Low Strength Material" (CLSM), i.e., a lean, sand-cement slurry ("flowable fill") or a similar material for backfilling should be considered.

Where "squeegee" or similar materials are proposed for use by the contractor, the design team should be notified by means of a Request for Information (RFI), so that the proposed use can be considered on a case-by-case basis. "Squeegee" can be used where deemed acceptable by the project documents.

Settlements Settlements will occur in filled ground, typically on the order of 1 to 2 percent of the fill depth. For a 6-foot fill, for example, this corresponds to a settlement of about 1 inch. If fill placement is performed properly and is tightly controlled, in GROUND's experience the majority (on the order of 60 to 80 percent) of that settlement will typically take place during earthwork construction, provided the contractor achieves the compaction levels herein. The remaining potential settlements likely will take several months or longer to be realized, and may be exacerbated if these fills are subjected to changes in moisture content.

Cut and Filled Slopes Permanent site slopes supported by on-site soils up to 5 feet in height may be constructed no steeper than 3:1 (horizontal : vertical). Minor raveling or surficial sloughing should be anticipated on slopes cut at this angle until vegetation is well re-established. Surface drainage should be designed to direct water away from slope faces.

EXCAVATION CONSIDERATIONS

Excavation Difficulty Test holes for the subsurface exploration were advanced to the depths indicated on the test hole logs by means of conventional, truck-mounted, geotechnical drilling equipment. We anticipate no significant excavation difficulties in the majority of the site with conventional heavy-duty excavation equipment in good working condition.

Temporary Excavations and Personnel Safety Excavations in which personnel will be working must comply with all applicable OSHA Standards and Regulations, particularly CFR 29 Part 1926, OSHA Standards-Excavations, adopted March 5, 1990. The

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contractor's "responsible person" should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. Subsurface conditions can vary vertically and horizontally, and may change over time. The contractor should review the exposed conditions regularly.

Surface Water and Groundwater: Good surface drainage should be provided around temporary excavation slopes to direct surface runoff away from the slope faces. A properly designed swale should be provided at the top of the excavations. In no case should water be allowed to pond at the site. Slopes should be protected against erosion. Erosion along the slopes will result in sloughing and could lead to a slope failure.

Groundwater was observed at depths ranging from 13 to 20 feet below existing grades at the time of drilling. Based on the likely depth of earthwork and construction, groundwater is not anticipated to be a significant factor for shallow earthworks during construction of this project with the exception of drilled pier installation. If seepage is encountered in shallow project excavations, the geotechnical engineering should be retained to evaluate the conditions and provide additional direction, as appropriate.

UTILITY PIPE INSTALLATION AND BACKFILLING

The measures and criteria below are based on GROUND's evaluation of the local, geotechnical conditions. Where the parameters herein differ from applicable municipal requirements, the latter should be considered to govern.

Pipe Support The bearing capacity of the site soils appeared adequate, in general, for support of buried utilities. The pipes + contents, typically, are less dense than the soils which will be displaced for installation. Therefore, GROUND anticipates no significant pipe settlements in these materials where properly bedded.

However, excavation bottoms may expose soft, loose, or otherwise deleterious materials, including debris within the undocumented fills. Firm materials may be disturbed by the excavation process. All such unsuitable materials should be excavated and replaced with properly compacted fill. Areas allowed to pond water will require excavation and replacement with properly compacted fill. The contractor should take particular care to ensure adequate support near pipe joints which are less tolerant of extensional strains.

Where thrust blocks are needed, they may be designed utilizing the parameters set forth in the *Later Earth Pressures* section of this report

Trench Backfilling Some settlement of compacted soil trench backfill materials should be anticipated, even where all the backfill is placed and compacted correctly. Typical settlements are on the order of 1 to 2 percent of fill thickness. However, the need to compact to the lowest portion of the backfill must be balanced against the need to protect the pipe from damage from the compaction process. Some thickness of backfill may need to be placed at compaction levels lower than recommended or specified (or smaller compaction equipment used together with thinner lifts) to avoid damaging the pipe. Protecting the pipe in this manner can result in somewhat greater surface settlements. Therefore, although other alternatives may be available, the following options are presented for consideration:

Controlled Low Strength Material: Because of these limitations, we recommend backfilling the entire depth of the trench (both bedding and common backfill zones) with “controlled low strength material” (CLSM), i.e., a lean, sand-cement slurry, “flowable fill,” or similar material along all trench alignment reaches with low tolerances for surface settlements.

We recommend that CLSM used as pipe bedding and trench backfill exhibit a 28-day unconfined compressive strength between 50 to 150 psi so that re-excavation is not unusually difficult.

Placement of the CLSM in several lifts or other measures likely will be necessary to avoid ‘floating’ the pipe. Measures also should be taken to maintain pipe alignment during CLSM placement.

Compacted Soil Backfilling: Where compacted soil backfilling is employed, using the site soils or similar materials as backfill, the risk of backfill settlements entailed in the selection of this higher risk alternative must be anticipated and accepted by the Client/Owner.

We anticipate that the on-site soils excavated from trenches will be suitable, in general, for use as common trench backfill within the above-described limitations. Backfill soils should be free of vegetation, organic debris and other deleterious materials. Fragments of rock, cobbles, and inert construction debris (e.g., concrete or asphalt) coarser than 3 inches in maximum dimension should not be incorporated into trench backfills.

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If it is necessary to import material for use as backfill, the imported soils should meet the requirements set for in the *Project Earthwork* section of this report. Representative samples of the materials proposed for import should be tested and approved prior to transport to the site.

Soils placed for compaction as trench backfill should be conditioned to a relatively uniform moisture content, placed and compacted in accordance with the parameters in the *Project Earthwork* section of this report.

Pipe Bedding Pipe bedding materials, placement and compaction should meet the specifications of the pipe manufacturer and applicable municipal standards. Bedding should be brought up uniformly on both sides of the pipe to reduce differential loadings.

As discussed above, we recommend the use of CLSM or similar material in lieu of granular bedding and compacted soil backfill where the tolerance for surface settlement is low. (Placement of CLSM as bedding to at least 12 inches above the pipe can protect the pipe and assist construction of a well-compacted conventional backfill, although possibly at an increased cost relative to the use of conventional bedding.)

If a granular bedding material is specified, GROUND recommends that with regard to potential migration of fines into the pipe bedding, design and installation follow ASTM D2321. If the granular bedding does not meet filter criteria for the enclosing soils, then non-woven filter fabric (e.g., Mirafi® 140N, or the equivalent) should be placed around the bedding to reduce migration of fines into the bedding which can result in severe, local surface settlements. Where this protection is not provided, settlements can develop/continue several months or years after completion of the project. In addition, clay or concrete cut-off walls should be installed to interrupt the granular bedding section to reduce the rates and volumes of water transmitted along the utility alignment which can contribute to migration of fines.

If granular bedding is specified, the site derived materials should not be assumed to be suitable for that use. Materials proposed for use as pipe bedding should be tested for suitability prior to use. Imported materials should be tested and approved prior to transport to the site.

SURFACE DRAINAGE

The site soils are relatively stable with regard to moisture content – volume relationships at their existing moisture contents. Other than the anticipated, post-placement settlement of fills, post-construction soil movements will result primarily from the introduction of water into the soils underlying the proposed structure, hardscaping and pavements. Based on the site surface and subsurface conditions encountered in this study, we do not anticipate a rise in the local water table sufficient to approach grade beam or floor elevations. Therefore, wetting of the soils likely will result from infiltrating surface waters (precipitation, irrigation, etc.), and water flowing along constructed pathways such as bedding in utility pipe trenches.

The following drainage measures should be followed both for during construction and as part of project design. The facility should be observed periodically to evaluate the surface drainage and identify areas where drainage is ineffective. Routine maintenance of site drainage should be undertaken throughout the design life of the proposed facility. If these measures are not implemented and maintained effectively, the movement estimates provided in this report could be exceeded.

- 1) Wetting or drying of the underslab areas should be avoided during and after construction. Permitting increases/variations in moisture to the adjacent or supporting soils may result in increased total and/or differential movements.
- 2) Positive surface drainage measures should be provided and maintained to reduce water infiltration into foundation soils.

The ground surface surrounding the exterior of each building should be sloped to drain away from the foundation in all directions. A minimum slope of 12 inches in the first 10 feet should be constructed in the areas not covered with pavement or concrete slabs, or a minimum of 3 percent in the first 10 feet in the areas covered with pavement or concrete slabs. Reducing the slopes to comply with ADA requirements or other reasons may be necessary but may result in an increased potential for moisture infiltration and subsequent volume change of the underling soils.

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In no case should water be allowed to pond near or adjacent to foundation elements, hardscaping, etc.

- 3) Drainage also should be established to direct water away from sidewalks and other hardscaping as well as utility trench alignments which are not tolerant of moisture-volume changes in the underlying soils or flow of infiltrating water.

The ground surface near foundation elements should be able to convey water away readily. Cobbles or other materials that tend to act as baffles and restrict surface flow should not be used to cover the ground surface near the foundations.

Where the ground surface does not convey water away readily, additional post-construction movements and distress should be anticipated.

- 4) In GROUND's experience, it is common during construction that in areas of partially completed paving or hardscaping, bare soil behind curbs and gutters, and utility trenches, water is allowed to pond after rain or snow-melt events. Wetting of the subgrade can result in loss of subgrade support and increased settlements / increase heave. By the time final grading has been completed, significant volumes of water can already have entered the subgrade, leading to subsequent distress and failures. The contractor should maintain effective site drainage throughout construction so that water is directed into appropriate drainage structures.

In no case should water be permitted to pond adjacent to or on sidewalks, hardscaping, or other improvements as well as utility trench alignments, which are likely to be adversely affected by moisture-volume changes in the underlying soils or flow of infiltrating water.

- 5) Roof downspouts and drains, if used, should discharge well beyond the perimeter of the structure foundation, or be provided with positive conveyance off-site for collected waters.

If roof downspouts and drains are not used, then surface drainage design should anticipate concentrated volumes of water adjacent to the buildings.

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- 6) Irrigation water – both that applied to landscaped areas and over-spray – commonly is a significant cause of distress to improvements. Where (near-) saturated soil conditions are sustained, distress to nearby improvements should be anticipated.

To reduce the potential for such distress, vegetation requiring watering should be located 10 or more feet from the building perimeter, flatwork, or other improvements. Irrigation sprinkler heads should be deployed so that applied water is not introduced near or into foundation/subgrade soils. Landscape irrigation should be limited to the minimum quantities necessary to sustain healthy plant growth.

Use of drip irrigation systems can be beneficial for reducing over-spray beyond planters. Drip irrigation also can be beneficial for reducing the amounts of water introduced to building foundation soils, but only if the total volumes of applied water are controlled with regard to limiting that introduction. Controlling rates of moisture increase beneath the foundations, floors and other improvements should take higher priority than minimizing landscape plant losses.

Where plantings are desired within 10 feet of the building, plants should be placed in water-tight planters, constructed either in-ground or above-grade, to reduce moisture infiltration in the surrounding subgrade soils. Planters should be provided with positive drainage and landscape underdrains.

As an alternative involving only a limited increase in risk, the use of water-tight planters may be replaced by local shallow underdrains beneath the planter beds.

- 7) Plastic membranes should not be used to cover the ground surface near the building without careful consideration of other components of project drainage. Plastic membranes can be beneficial to directing surface waters away from the building and toward drainage structures. However, they effectively preclude evaporation and transpiration of shallow soil moisture. Therefore, soil moisture tends to increase beneath a continuous membrane. Where plastic membranes are used, additional shallow, subsurface drains should be installed.

Perforated “weed barrier” membranes that allow ready evaporation from the underlying soils may be used.

SUBSURFACE DRAINAGE

As a component of project civil design, properly functioning, subsurface drain systems (underdrains) can be beneficial for collecting and discharging saturated subsurface waters. Underdrains will not collect water infiltrating under unsaturated (vadose) conditions, or moving via capillarity, however. In addition, if not properly constructed and maintained, underdrains can transfer water into foundation soils, rather than remove it. This will tend to induce heave or settlement of the subsurface soils, and may result in distress. Underdrains can, however, provide an added level of protection against relatively severe post-construction movements by draining saturated conditions near individual structures should they arise, and limiting the volume of wetted soil.

Professional opinion varies regarding the potential benefits relative to the cost of an underdrain system. Therefore, the owner and the design team and contractor should assess the net benefit of an underdrain system as a component of overall project drainage. (GROUND does not specifically recommend underdrains at this site with the exception of below grade levels if proper surface drainage measures are implemented.)

If, however, below-grade or partially below-grade level(s) are incorporated into project design, then an underdrain system should be included to protect those portions of the building. Damp-proofing should be applied to the exteriors of below-grade elements. The provision of Tencate MiraFi® G-Series backing (or comparable wall drain provisions) on the exteriors of (some) below-grade elements may be appropriate, depending on the intended use. If a (partially) below-grade level is limited in extent, the underdrain system, etc., may be local to that area.

Geotechnical Parameters for Underdrain Design Where an underdrain system is included in project drainage design, it should be designed in accordance with the parameters below. The actual underdrain layout, outlets, and locations should be developed by a civil engineer.

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An underdrain system should be tested by the contractor after installation and after placement and compaction of the overlying backfill to verify that the system functions properly.

- 1) An underdrain system for a building should consist of perforated, rigid, PVC collection pipe at least 4 inches in diameter, non-perforated, rigid, PVC discharge pipe at least 4 inches in diameter, free-draining gravel, and filter fabric, as well as a waterproof membrane.
- 2) The free-draining gravel should contain less than 5 percent passing the No. 200 Sieve and more than 50 percent retained on the No. 4 Sieve, and have a maximum particle size of 2 inches. Each collection pipe should be surrounded on the sides and top (only) with 6 or more inches of free-draining gravel.
- 3) The gravel surrounding the collection pipe(s) should be wrapped with filter fabric (MiraFi 140N® or the equivalent) to reduce the migration of fines into the drain system.
- 4) The waterproof membrane should underlie the gravel and pipe, and be attached to the foundation grade beam or stem wall.
- 5) The underdrain system should be designed to discharge at least 10 gallons per minute of collected water.
- 6) The high point(s) for the collection pipe flow lines should be below the lowest grade beam elevation. Multiple high points can be beneficial to reducing the depths to which the system would be installed.

The collection and discharge pipe for the underdrain system should be laid on a slope sufficient for effective drainage, but a minimum of 1 percent (Flatter gradients may be used but will convey water less efficiently and entail an increased risk of local post-construction movements.)

Pipe gradients also should be designed to accommodate at least 1 inch of differential movement after installation along a 50-foot run.

- 7) Underdrain 'clean-outs' should be provided at intervals of no more than 100 feet to facilitate maintenance of the underdrains. Clean-outs also should be provided at collection and discharge pipe elbows of 60 degrees or more.
- 8) The underdrain discharge pipes should be connected to one or more sumps from which water can be removed by pumping, or to outlet(s) for gravity discharge. We suggest that collected waters be discharged directly into the storm sewer system, if possible.

EXTERIOR FLATWORK

Proper design, drainage, construction, and maintenance of the areas between individual buildings and parking/driveway areas are critical to the satisfactory performance of the project. Sidewalks, entranceway slabs and roofs, fountains, raised planters, and other highly visible improvements commonly are installed within these zones, and distress in or near these improvements is common. Commonly, soil preparation in these areas receives little attention because they fall between the building and pavement (which are typically built with heavy equipment). Subsequent landscaping and hardscape installation often is performed by multiple sub-contractors with light or hand equipment, and over-excavation / soil processing is not performed. Therefore, particular care should be taken by the design team, contractor, and pertinent subcontractors take particular care with regard to proper subgrade preparation around the structure exteriors.

Similar to slab-on-grade floors, exterior flatwork and other hardscaping placed on the soils encountered on-site may experience post-construction movements due to volume change of the subsurface soils and the relatively light loads that they impose. Both vertical and lateral soil movements can be anticipated as the soils experience volume change as the moisture content and loading varies. Distress to rigid hardscaping likely will result. The following measures will help to reduce damages to these improvements.

As noted previously, undocumented fills were observed at the project site up to depths of approximately 10 to 15 feet below existing grades. The least risk subgrade remediation would be to over-excavate and replace the full depth of undocumented fill materials below project flatwork. However, if the owner is willing to accept the risk of post-construction movements within project hardscape areas a lesser depth of remediation can be performed.

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Due to the swell potential noted in the shallow fill soils, shortly before placement of flatwork, the exposed subgrade soils should be over-excavated to a depth of **at least 2 feet**, mixed to achieve a uniform moisture content and then re-compacted in accordance with the recommendations provided in the *Project Earthwork* section of this report. This depth of moisture-conditioning and compaction will not eliminate the potential for post construction movements, however will tend to make those movements more uniform and comparatively less damaging.

Prior to placement of flatwork, a proof roll should be performed to identify areas that exhibit instability and deflection. The soils in these areas should be removed and replaced with properly compacted fill or stabilized.

Flatwork should be provided with effective control joints. Increasing the frequency of joints may improve performance. ACI recommendations should be followed regarding construction and/or control joints.

In no case should exterior flatwork extend to under any portion of the building where there is less than 4 inches of vertical clearance between the flatwork and any element of the building. Exterior flatwork in contact with brick, rock facades, or any other element of the building can cause damage to the structure if the flatwork experiences movements.

GROUND does not recommend tying of exterior flatwork and/or hardscapes to the building including floor slabs, bearing walls, or columns. The exterior flatwork should be independent and be allowed to move independently from the structure and its components.

As discussed in the *Surface Drainage* section of this report, proper drainage also should be maintained after completion of the project, and re-established as necessary. In no case should water be allowed to pond on or near any of the site improvements or a reduction in performance should be anticipated.

Concrete Scaling Climatic conditions in the project area including relatively low humidity, large temperature changes and repeated freeze – thaw cycles, make it likely that project sidewalks and other exterior concrete will experience surficial scaling or spalling. The likelihood of concrete scaling can be increased by poor workmanship during construction, such as ‘over-finishing’ the surfaces. In addition, the use of de-icing salts on exterior

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concrete flatwork, particularly during the first winter after construction, will increase the likelihood of scaling. Even use of de-icing salts on nearby roadways, from where vehicle traffic can transfer them to newly placed concrete, can be sufficient to induce scaling. Typical quality control / quality assurance tests that are performed during construction for concrete strength, air content, etc., do not provide information with regard to the properties and conditions that give rise to scaling.

We understand that some municipalities require removal and replacement of concrete that exhibits scaling, even if the material was within specification and placed correctly. The contractor should be aware of the local requirements and be prepared to take measures to reduce the potential for scaling and/or replace concrete that scales.

In GROUND's experience, the measures below can be beneficial for reducing the likelihood of concrete scaling. It must be understood, however, that because of the other factors involved, including weather conditions and workmanship, surface damage to concrete can develop, even where all of these measures were followed.

- 1) Maintaining a maximum water/cement ratio of 0.45 by weight for exterior concrete mixes.
- 2) Include Type F fly ash in exterior concrete mixes as 20 percent of the cementitious material.
- 3) Specify a minimum, 28-day, compressive strength of 4,500 psi for all exterior concrete.
- 4) Include 'fibermesh' in the concrete mix. also may be beneficial for reducing surficial scaling.
- 5) Cure the concrete effectively at uniform temperature and humidity. This commonly will require fogging, blanketing and/or tenting, depending on the weather conditions. As long as 3 to 4 weeks of curing may be required, and possibly more.
- 6) Avoid placement of concrete during cold weather so that it is not exposed to freeze-thaw cycling before it is fully cured.

- 7) Avoid the use of de-icing salts on given reaches of flatwork through the first winter after construction.

We understand that commonly it may not be practical to implement some of these measures for reducing scaling due to safety considerations, project scheduling, etc. In such cases, additional costs for flatwork maintenance or reconstruction should be incorporated into project budgets.

PAVEMENT SECTIONS

A pavement section is a layered system designed to distribute concentrated traffic loads to the subgrade. Performance of the pavement structure is directly related to the physical properties of the subgrade soils and traffic loadings.

Standard practice in pavement design describes a typical flexible pavement section as a “20-year” design pavement. However, a pavement should not be anticipated to remain in satisfactory condition without routine maintenance and rehabilitation procedures performed throughout the life of the pavement.

Pavement sections for the private pavements at the subject facility were developed in general accordance with the guidelines and procedures of the American Association of State Highway and Transportation Officials (AASHTO) and local pavement construction practice.

Subgrade Materials Our data indicate that the shallow soils at the site classification ranges from A-4 to A-6 soils with group index values of 0 to 11 in accordance with the AASHTO classification system. Such soils generally provide fair to poor subgrade support.

A resilient modulus value of 3,025 psi was estimated to be representative of the soils at the project site and was used in the development of the pavement sections. It is important to note that significant decreases in soil support have been observed as the moisture content increases above the optimum. Pavements that are not properly drained may experience a loss of the soil support and subsequent reduction in pavement life.

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Anticipated Traffic Project-specific traffic loads had not been provided to GROUND at the time of preparation of this report. Therefore, assumed traffic loadings were used to develop the pavement section alternatives based on our experience with similar facilities.

Traffic Loading Assumptions:

<i>Location / Roadway Classification</i>	<i>EDAL</i>	<i>ESALs_{18K}</i>
Parking Stalls	5	36,500
Light Duty Drive Lane	10	73,000
Heavy Duty Pavement	30	219,000

EDLA = Equivalent Daily load application ESAL_{18k} = Equivalent Singl Axle Load, .

If design traffic loadings differ significantly from these assumed values, GROUND should be notified to re-evaluate the pavement sections below.

Pavement Sections The soil resilient modulus and the ESAL values were used to determine the required design structural number for the project pavements. The required structural number was then used to develop the pavement sections. Pavement designs were based on the DARWin™ computer program that solves the 1993 AASHTO pavement design equations. A Reliability Level of 80 percent was utilized to develop the pavement sections, together with a Serviceability index loss of 2.5. An overall standard of deviation of 0.44 also was used. Structural coefficients of 0.40 were used for hot bituminous asphalt and 0.11 for aggregate base course, respectively. The resultant minimum pavement sections that should be used at the facility are tabulated below.

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Minimum Pavement Sections

Location	Composite Asphalt Section	Rigid Section
	<i>(inches asphalt / inches Aggregate Base)</i>	<i>(inches Concrete / inches Aggregate Base)</i>
Parking Stalls	4.5 / 6	6 / 6
Light Duty Drive Lanes	5 / 6	6 / 6
Heavy Duty Pavement	6 / 8	6.5 / 6

ABC = Aggregate Base Course, PCCP= Portland Cement Concrete Pavement

Pavement areas subjected to high turning stresses or frequent starting or stopping of heavy vehicles such as busses, trucks, trash collection areas, should be provided with rigid pavements consisting of **6 ½ or more inches** of portland cement concrete underlain by **6 inches** of properly compacted CDOT Class 6 Aggregate Base Course. In our experience, asphalt pavements will not perform as well as rigid pavement in areas of high turning stresses, prolonged static loading, or frequent starting and stopping of heavy vehicles, and additional maintenance costs should be anticipated if the asphalt sections are utilized in these areas.

Pavement Materials Asphalt pavement should consist of a bituminous plant mix composed of a mixture of aggregate and bituminous material. Asphalt mixture(s) should meet the requirements of a job-mix formula established by a qualified engineer as well as applicable local municipality design requirements.

Based on our experience with similar projects, aggregate gradation **S** (nominal ¾-inch) and binder type **PG58-28 or better** should be used for the lower lift(s), and gradation **SX** (nominal ½-inch) and binder type **PG64-22 or better** for the top lift. Other binder types may be appropriate based on the Thompson School District's performance expectations, experience, and project budget.

For the lower (S) lift(s), lift thicknesses generally should be between **2¼ and 3½ inches**. The top (SX) lift generally should be between **2 and 3 inches** in thickness.

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Aggregate base material should meet the criteria of CDOT Class 5 or 6 Aggregate Base Course. Base course should be placed in and compacted in accordance with the standards in the *Project Earthwork* section of this report.

Pavement concrete should consist of a plant mix composed of a mixture of aggregate, portland cement and appropriate admixtures meeting the requirements of a job-mix formula established by a qualified engineer as well as applicable municipal design requirements design requirements. Concrete should have a minimum modulus of rupture of third point loading of **650 psi**. Normally, concrete with a 28-day compressive strength of **4,500 psi** should develop this modulus of rupture value. The concrete should be air-entrained with approximately 6 percent air and should have a minimum cement content of **6 sacks per cubic yard**. Maximum allowable slump should be **4 inches**.

These concrete mix design criteria should be coordinated with other project requirements including any criteria for sulfate resistance presented in the *Water-Soluble Sulfates* section of this report. To reduce surficial spalling resulting from freeze-thaw cycling, we suggest that pavement concrete meet the requirements of CDOT Class P concrete. In addition, the use of de-icing salts on concrete pavements during the first winter after construction will increase the likelihood of the development of scaling. Placement of flatwork concrete during cold weather so that it is exposed to freeze-thaw cycling before it is fully cured also increases its vulnerability to scaling. Concrete placing during cold weather conditions should be blanketed or tented to allow full curing. Depending on the weather conditions, this may result in 3 to 4 weeks of curing, and possibly more.

Concrete pavements should contain sawed or formed joints. CDOT and various industry groups provide guidelines for proper design and concrete construction and associated jointing. In areas of repeated turning stresses, such as truck loading and unloading areas, the concrete pavement joints should be fully tied and doweled. Example layouts for joints, as well as ties and dowels, which may be applicable, can be found in CDOT's M standards, found at the CDOT website: <http://www.dot.state.co.us/DesignSupport/>. PCA, ACI, and ACPA publications also provide useful guidance in these regards. Joint spacings less than the 15-foot maximum indicated in in CDOT's M standards, e.g., 10 feet or 12 feet, may be beneficial to reduce concrete cracking.

Subgrade Preparation As noted previously, undocumented fills were logged at the project site to depths of approximately 10 to 15 feet below existing grades. The least risk

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subgrade remediation would be to over-excavate and replace the full depth of undocumented fill materials. However, if the owner is willing to accept the risk of post-construction movements within project pavements and the associated maintenance measures, a lesser depth of remediation can be performed.

Due to the swell potential noted in the shallow fill soils, shortly before placement of pavement, including aggregate base, the exposed subgrade soils should be over-excavated to a depth of **at least 2 feet**, mixed to achieve a uniform moisture content and then re-compacted in accordance with the recommendations provided in the *Project Earthwork* section of this report. Likely post-construction movements in this case are estimated to be approximately 2 inches and may be up to 4 inches or greater.

Subgrade preparation should extend the full width of the pavement from back-of-curb to back-of-curb. It should be noted that due to the presence of undocumented fill materials at the project site, over-excavation and processing to greater depths may be required locally to achieve pavement subgrade stability suitable for roadway construction. Greater depths of subgrade processing will further reduce potential pavement movements. The shallow processing depth indicated above will not eliminate potential movements due to the undocumented fills over the life of the project.

Given the depth of undocumented fill left un-remediated, placement of a layer of geogrid should be considered below the pavement sections to reduce abruptly differential movements. The placement of a layer of geogrid will not limit total settlements, however will promote more uniform settlement of pavements constructed on the geogrid when it occurs.

A geotechnical engineer should be retained to evaluate subgrade conditions and provide recommendations to address areas that are unstable. Additional mitigation such as chemical stabilization with cement or fly ash, rock stabilization, and/or utilization of geogrid type stabilization may be necessary. If chemical stabilization is utilized, a pavement thickness credit on the order of one inch of asphalt or a structural equivalent amount of aggregate base course can typically be applied to the pavement thicknesses.

Criteria for placement and compaction of fill are provided in the *Project Earthwork* section of this report.

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Subgrade preparation should extend the full width of the pavement from back-of-curb to back-of-curb. The subgrade for any sidewalks and other project hardscaping also should be prepared in the same manner.

Geotechnical criteria for fill placement and compaction are provided in the *Project Earthwork* section of this report. The contractor should be prepared to either dry the subgrade materials or moisten them, as needed, prior to compaction.

Chemical Stabilization Based on the materials encountered at the project site, pavement subgrade instability may still be present at moisture contents near and slightly over optimum. Chemical stabilization utilizing either Fly-ash or Cement can be an effective method to mitigate this potential instability producing a more stable and durable subgrade for pavement construction. For bidding purposes, the contractor should assume an application rate of 5% cement by dry weight or 12% fly ash by dry weight.

Proof Rolling Immediately prior to paving, the subgrade should be proof rolled with a heavily loaded, pneumatic tired vehicle. Areas that show excessive deflection during proof rolling should be excavated and replaced and/or stabilized. Areas allowed to pond prior to paving will require significant re-working prior to proof-rolling. Establishment of a firm paving platform (as indicated by proof rolling) is an additional requirement beyond proper fill placement and compaction. It is possible for soils to be compacted within the limits recommended in the *Project Earthwork* section of this report and fail proof rolling, particularly in the upper range of indicated moisture contents.

Additional Observations The collection and diversion of surface drainage away from paved areas is extremely important to the satisfactory performance of the pavements. The subsurface and surface drainage systems should be carefully designed to ensure removal of the water from paved areas and subgrade soils. Allowing surface waters to pond on pavements will cause premature pavement deterioration. Maintenance should be anticipated to include removal and replacement of portions of the pavement to re-establish effective surface drainage. Where topography, site constraints, or other factors limit or preclude adequate surface drainage, pavements should be provided with edge drains to reduce loss of subgrade support. The long-term performance of the pavement also can be improved greatly by proper backfilling and compaction behind curbs, gutters, and sidewalks so that ponding is not permitted and water infiltration is reduced.

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Landscape irrigation in planters adjacent to pavements and in “island” planters within paved areas should be carefully controlled or differential heave and/or rutting of the nearby pavements will result. Drip irrigation systems are suggested for such planters to reduce over-spray and water infiltration beyond the planters. Enclosing the soil in the planters with plastic liners and providing them with positive drainage also will reduce differential moisture increases in the surrounding subgrade soils.

In our experience, infiltration from planters adjacent to pavements is a principal source of moisture increase beneath those pavements. This wetting of the subgrade soils from infiltrating irrigation commonly leads to loss of subgrade support for the pavement with resultant accelerating distress, loss of pavement life and increased maintenance costs. This is particularly the case in the later stages of project construction after landscaping has been emplaced but heavy construction traffic has not ended. Heavy vehicle traffic over wetted subgrade commonly results in rutting and pushing of flexible pavements, and cracking of rigid pavements. In relatively flat areas where design drainage gradients necessarily are small, subgrade settlement can obstruct proper drainage and yield increased infiltration, exaggerated distress, etc. (These considerations apply to project flatwork, as well.)

Also, GROUND's experience indicates that longitudinal cracking is common in asphalt-pavements generally parallel to the interface between the asphalt and concrete structures such as curbs, gutters, or drain pans. Distress of this type is likely to occur even where the subgrade has been prepared properly and the asphalt has been compacted properly.

The anticipated traffic loading does not include excess loading conditions imposed by heavy construction vehicles. Consequently, heavily loaded concrete, lumber, and building material trucks can have a detrimental effect on the pavement. GROUND recommends that an effective program of regular maintenance be developed and implemented to seal cracks, repair distressed areas, and perform thin overlays throughout the life of the pavements.

Most pavements will not remain in satisfactory condition and achieve their “design lives” without regular maintenance and rehabilitation procedures performed throughout the life of the pavement. Maintenance and rehabilitation measures preserve, rather than improve, the structural capacity of the pavement structure. Therefore, an effective program of regular maintenance should be developed and implemented to seal cracks, repair

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distressed areas, and perform thin overlays throughout the lives of the pavements. The greatest benefit of pavement overlaying will be achieved by overlaying sound pavements that exhibit little or no distress.

Crack sealing should be performed at least annually and a fog seal/chip seal program should be performed on the pavements every 3 to 4 years. After approximately 8 to 10 years after construction, patching, additional crack sealing, and local panel replacement may be required. If actual traffic loadings exceed the values used for development of the pavement sections, however, pavement maintenance measures will be needed on an accelerated schedule.

Temporary Fire Access Routes: Commonly, construction sites are required by local fire departments to provide temporary access for emergency response. It has been GROUND's experience these access drives are to provide support for trucks weighing up to 90,000 pounds and are typically desired to be gravel/aggregate-surfaced.

Based on our experience, a temporary section consisting of **at least 12 inches** of material meeting the requirements of CDOT Class 5 or Class 6 Aggregate Base Course or at least **8 inches** of CDOT Class 5 or Class 6 Aggregate Base Course over **a layer of stabilization geotextile/geofabric**, such as Mirafi® RS380i or the equivalent, could be utilized provided the owner understands that this section is for temporary access during construction only and is not a replacement or an equal alternate to the pavement section(s) that was indicated previously. The aggregate base course placed for this purpose should be compacted to at least 95 percent of the maximum modified Proctor dry density. It should be noted that the aggregate base course sections indicated above are not intended to support fire truck outriggers without cribbing or similar measures.

The aggregate comprising such a wearing course will be displaced and rutted under the loads imposed by heavy vehicles. Therefore, regular maintenance including re-grading and application of additional aggregate should be implemented to ensure proper drainage, repair distressed/damaged areas, and re-establish grades. Additionally, the ability of a temporary aggregate-surfaced route to accommodate loads as indicated above is directly related to the quality of the subgrade materials on which the aggregate is placed, not only on the aggregate section. If water infiltrates these areas, additional rutting and other distress, including a reduction in capacity, will result, requiring additional maintenance.

CLOSURE

Design Review, Construction Observation, and Materials Testing Services the Town of Johnstown should consider retaining GROUND to continue to assist with implementing the geotechnical aspects of the project design and to perform observations and materials testing during construction. Provision of these services would enable GROUND to re-evaluate the geotechnical parameters provided herein, as may become necessary, and to document that the intent of this report is followed during construction. The performance of such services or lack thereof, in no way alleviates the burden of the design team, contractor, or subcontractor from performing in a manner that conforms to applicable industry standards and project documents. The contractor/pertinent subcontractor is responsible for managing the quality of their work; furthermore, testing by a geotechnical engineer does not preclude the contractor from obtaining whatever services they deem necessary to complete the project in accordance with applicable documents.

Limitations This report has been prepared for in the Town of Johnstown as it pertains to design of the proposed Johnstown Senior Community Center as described herein. It should not be assumed to contain sufficient information for other parties or other purposes. The Client has agreed to the terms, conditions, and liability limitations outlined in our agreement between the Town of Johnstown and GROUND. Reliance upon our report is not granted to any other potential owner, contractor, or lender.

In addition, GROUND has assumed that project construction will commence by fall 2026 and end within 1 year of the project commencement date. Any changes in project plans or schedule should be brought to the attention of a geotechnical engineer, in order that the geotechnical conclusions in this report may be re-evaluated and, as necessary, modified. **If our described understanding/interpretation of the proposed project is incorrect or project elements differ in any way from that expressed herein, including changes to improvement locations, dimensions, orientations, loading conditions, elevations/grades, etc., and/or additional buildings/structures/site improvements are incorporated into this project, either after the original information was provided to us or after the date of this report, GROUND or another geotechnical engineer must be retained to re-evaluate the conclusions and parameters presented herein.**

The geotechnical conclusions and parameters in this report were based on subsurface information from a limited number of exploration points, as shown in *Figure 1*, as well as

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the means and methods described herein. Subsurface conditions were interpolated between and extrapolated beyond these locations. It is not possible to guarantee the subsurface conditions are as indicated in this report. Actual conditions exposed during construction may differ from those encountered during site exploration. Design modifications may be necessary by the project team; this may result in an increase in project costs and schedule delays. In addition, a contractor who obtains information from this report for development of their scope of work or cost estimates does so solely at their own risk and may find the geotechnical information in this report to be inadequate for their purposes or find the geotechnical conditions described herein to be at variance with their experience in the greater project area. The contractor should obtain the additional geotechnical information that is necessary to develop their workscope and cost estimates with sufficient precision. This includes, but is not limited to, information regarding excavation conditions, earth material usage, current depths to groundwater, etc. Because of the necessarily limited nature of the subsurface exploration performed for this study, the contractor should be allowed to evaluate the site using test pits or other means to obtain additional subsurface information to prepare their bid.

If during construction, surface, soil, bedrock, or groundwater conditions appear to be at variance with those described herein, work should cease and a geotechnical engineer should be retained at once, so that the conclusions and design parameters in this report may be re-evaluated in a timely manner and dependent aspects of project design can be modified, as necessary.

The materials present on-site are stable at their natural moisture content, but may change volume or lose bearing capacity or stability with changes in moisture content. Performance of the proposed structure and pavement will depend on implementation of the conclusions and information in this report and on proper maintenance after construction is completed. Because water is a significant cause of volume change in soils and rock, allowing moisture infiltration may result in movements, some of which will exceed estimates provided herein and should therefore be expected by the Town of Johnstown.

ALL DEVELOPMENT CONTAINS INHERENT RISKS. It is important that ALL aspects of this report, as well as the estimated performance (and limitations with any such estimations) of proposed improvements are understood by the Town of Johnstown.

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Utilizing the geotechnical parameters and measures herein for planning, design, and/or construction constitutes understanding and acceptance of the conclusions with regard to risk and other information provided herein, associated improvement performance, as well as the limitations inherent within such estimates. Ensuring correct interpretation of the contents of this report by others is not the responsibility of GROUND. If any information referred to herein is not well understood, it is imperative that the Town of Johnstown contact the author or a GROUND principal immediately. We will be available to meet to discuss the risks and remedial approaches presented in this report, as well as other potential approaches, upon request.

Current applicable codes may contain criteria regarding performance of structures and/or site improvements which may differ from those provided herein. Our office should be contacted regarding any apparent disparity.

GROUND makes no warranties, either expressed or implied, as to the professional data, opinions or conclusions contained herein. Because of numerous considerations that are beyond GROUND's control, the economic or technical performance of the project cannot be guaranteed in any respect.

This document, together with the concepts and conclusions presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Re-use of, or improper reliance on this document without written authorization and adaption by GROUND Engineering Consultants, Inc., shall be without liability to GROUND Engineering Consultants, Inc.

GROUND appreciates the opportunity to complete this portion of the project and welcomes the opportunity to provide *the Town of Johnstown* with a proposal for construction observation and materials testing.

Sincerely,
GROUND Engineering Consultants, Inc.



Kelsey Van Bommel, P.E.

**Kelsey Van
Bommel**

Digitally signed by
Kelsey Van Bommel
Date: 2026.03.12
15:26:59 -06'00'

Reviewed by Joseph Zorack, P.E.



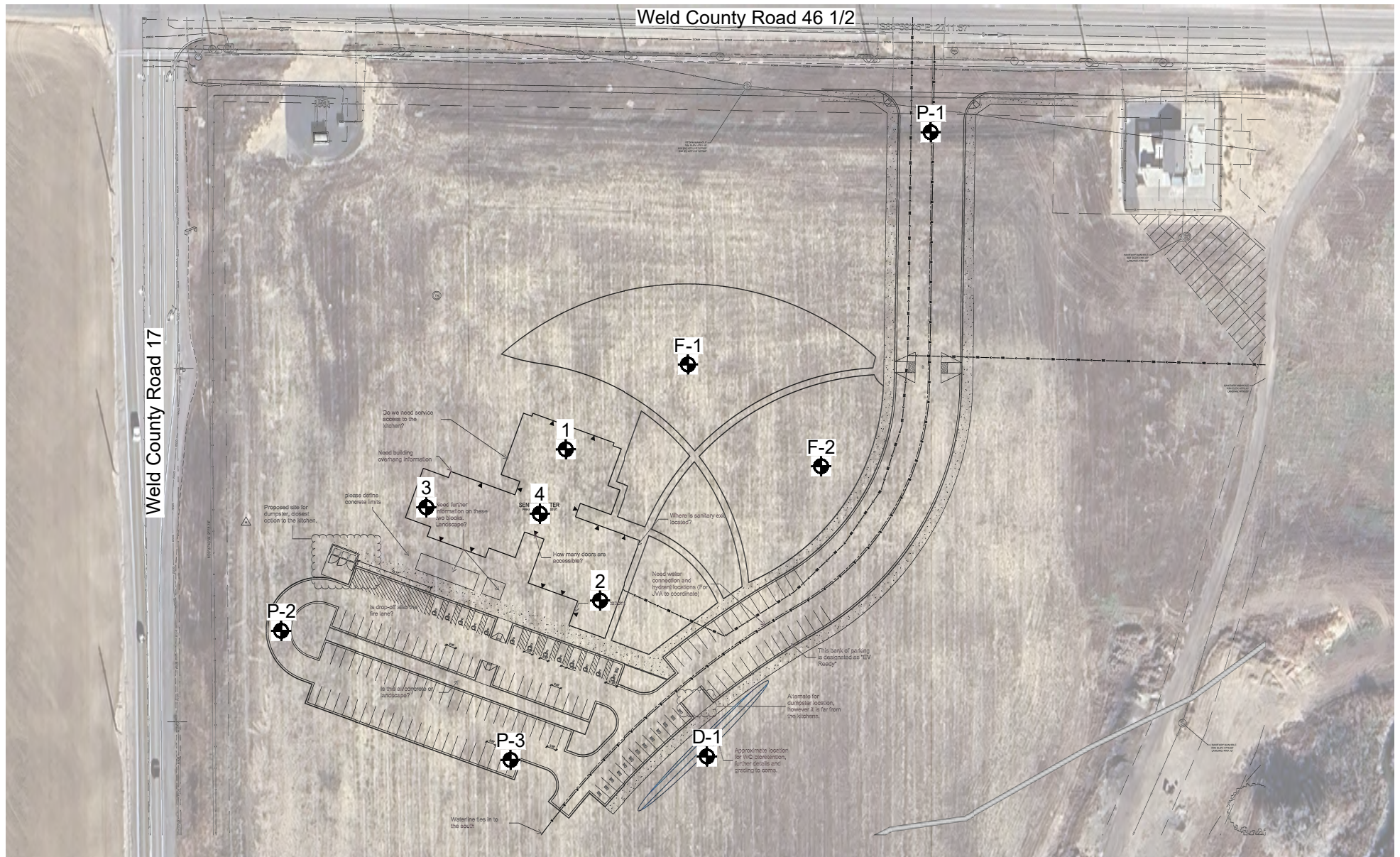
GOOGLE EARTH AERIAL IMAGE (11/12/2025)

P-3
 ◆ Indicates test hole numbers and approximate locations.



NOT TO SCALE

GROUND ENGINEERING	JOB NO.: 26-0006
	FIGURE: 1
LOCATION OF TEST HOLES	



P-3



Indicates test hole numbers and approximate locations.

GOOGLE EARTH AERIAL IMAGE (11/12/2025)
SITE PLAN PROVIDED BY CLIENT

GROUND
ENGINEERING

JOB NO.: 26-0006

FIGURE: 1

LOCATION OF TEST HOLES

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

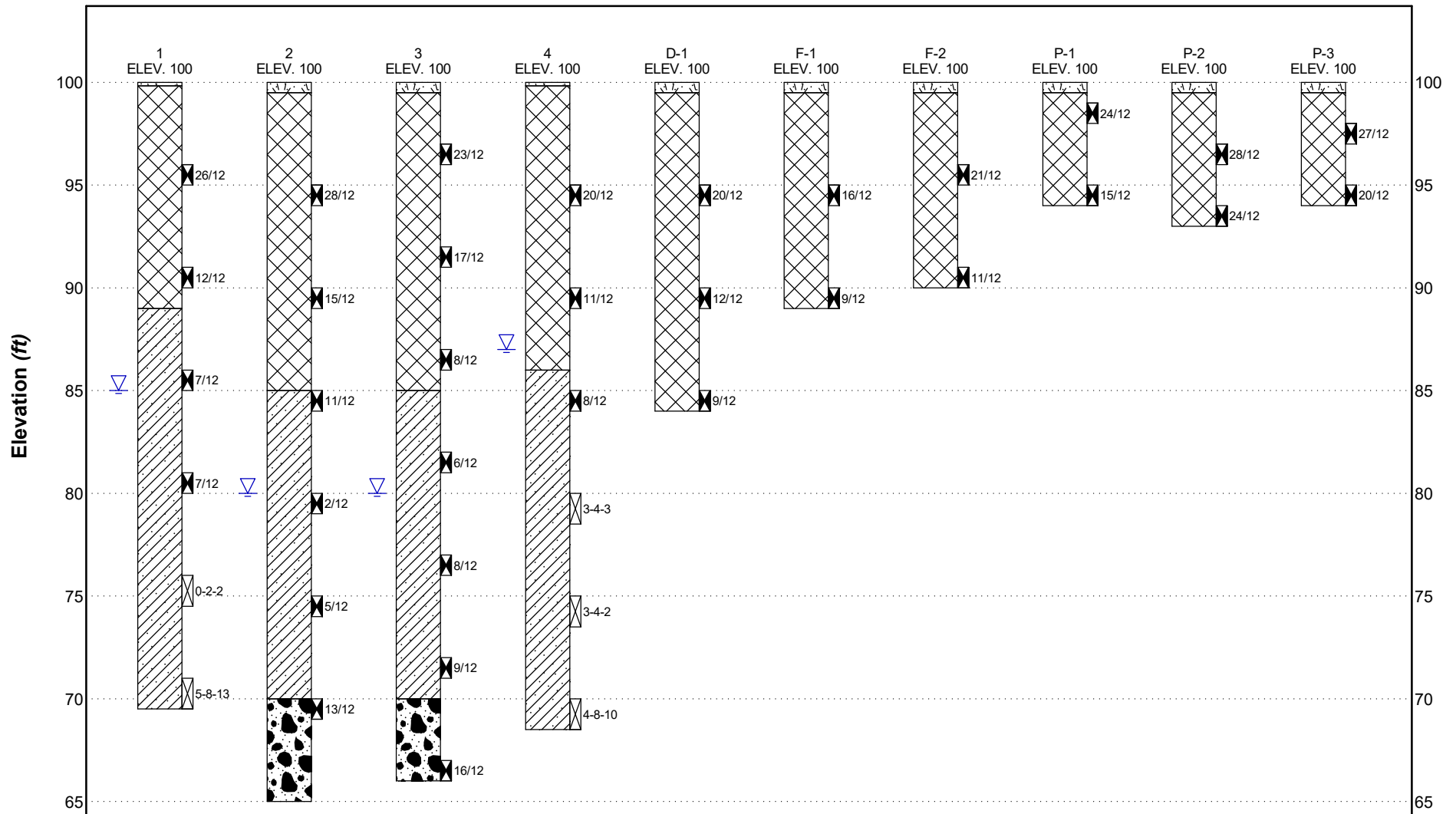


FIGURE: 2

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

MATERIAL SYMBOLS



SAMPLER SYMBOLS



Modified California Liner Sampler

23 / 12 Drive sample blow count indicates 23 blows of a 140 pound hammer falling 30 inches were required to drive the sampler 12 inches.



Standard Penetration Test Sampler

20-25-30 Drive sample blow count, indicates 20, 25, and 30 blows of a 140 pound hammer falling 30 inches were required to drive the sampler 18 inches in three 6 inch increments.

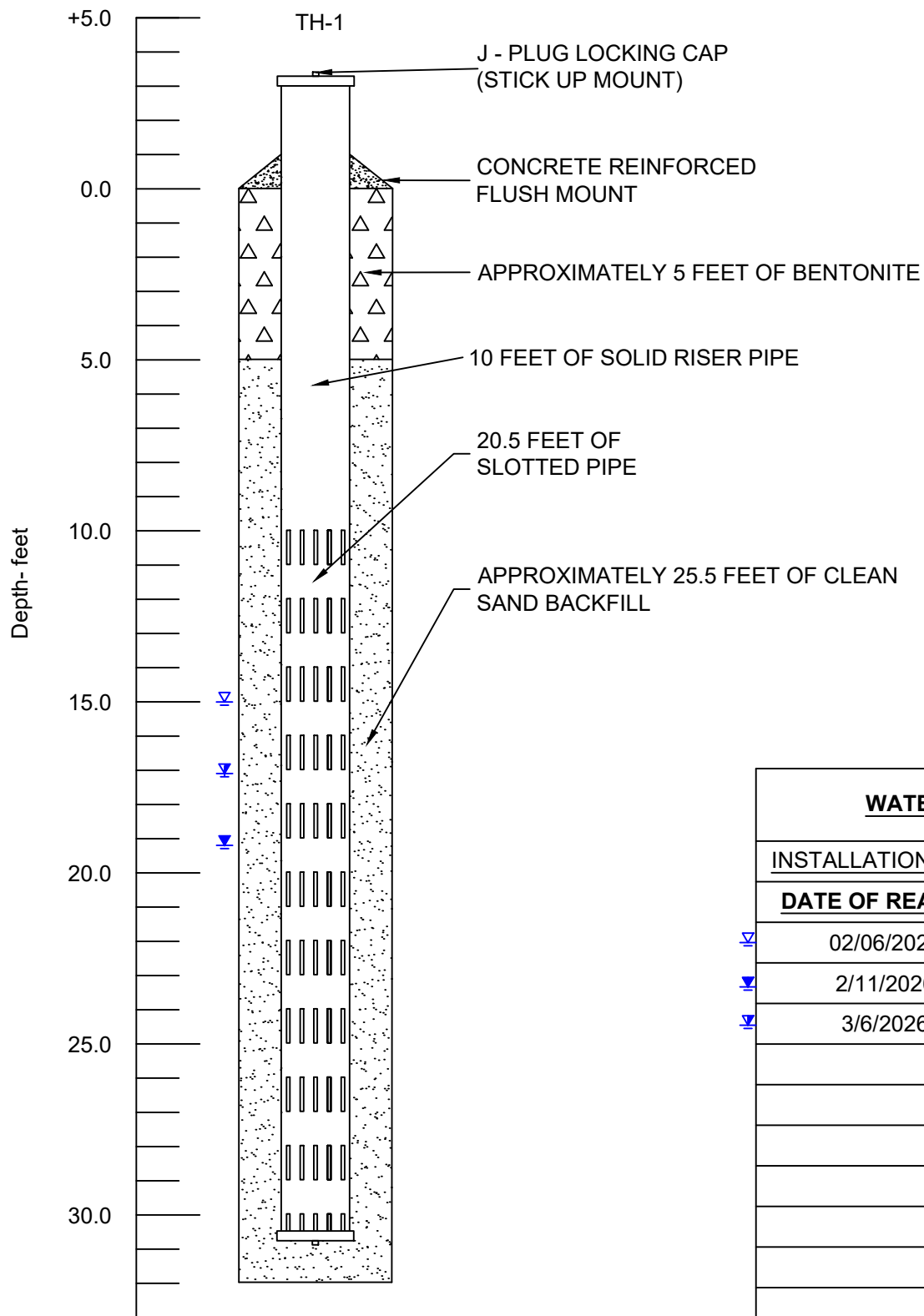
NOTES

1. Test holes were drilled on 02/06/2026 and 02/09/2025 with 4" solid stem auger.
2. Locations of the test holes were determined in the field using a hand held GPS device by GROUND.
3. Elevations of the test holes were not measured and the logs of the test holes are drawn to depth. Nominal elevation of "100 feet" indicates existing ground level at the test hole at the time of drilling.
4. The test hole locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the test hole logs represent the approximate boundaries between material types and the transitions may be gradual.
6. Groundwater level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water level may occur with time.
7. The material descriptions on these logs are for general classification purposes only. See full text of this report for descriptions of the site materials & related information.
8. All test holes were immediately backfilled upon completion of drilling, unless otherwise specified in this report.

OTHER SYMBOLS AND ABBREVIATIONS

-  Water Level at Time of Drilling, or as Shown
-  Water Level at End of Drilling, or as Shown
-  Water Level After 24 Hours, or as Shown

NV No Value
NP Non-Plastic



NOTES:

1. Bore hole is approximately $6\frac{1}{4}$ inches in diameter.
2. PVC is schedule 40 and 2 inches in diameter
slots for slotted PVC are 0.010" wide.

WATER READINGS

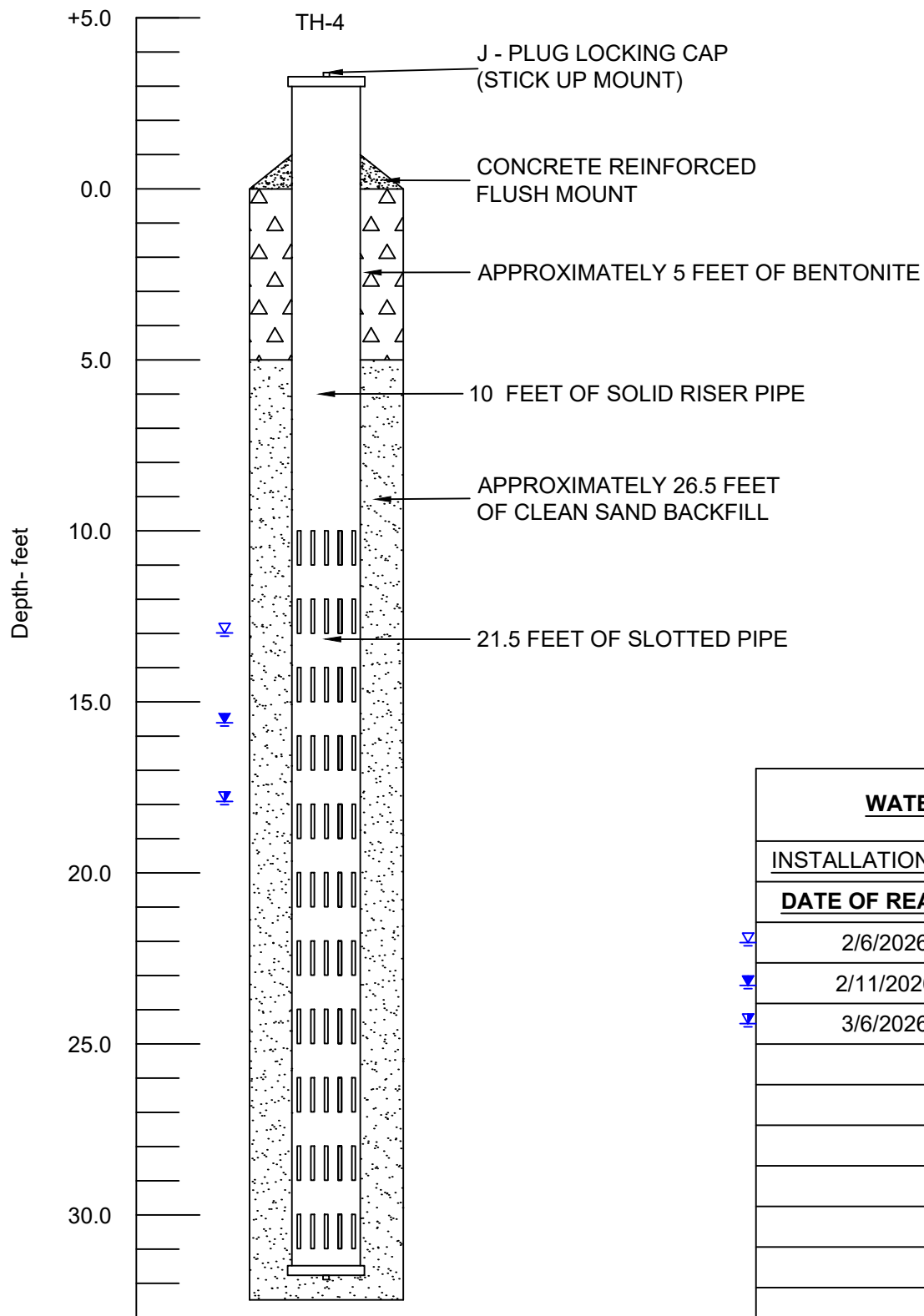
<u>INSTALLATION DATE:</u>		02/06/2026
<u>DATE OF READING</u>		<u>DEPTH</u>
02/06/2026		15.0'
2/11/2026		19.2'
3/6/2026		17.1'

GROUND
ENGINEERING

JOB NO.: 26-0006

FIGURE: 4A

**MONITORING AND OBSERVATION
HOLE ASSEMBLY**



NOTES:

1. Bore hole is approximately $6\frac{1}{4}$ inches in diameter.
2. PVC is schedule 40 and 2 inches in diameter
slots for slotted PVC are 0.010" wide.

WATER READINGS

<u>INSTALLATION DATE:</u>		2/6/2026
<u>DATE OF READING</u>		<u>DEPTH</u>
2/6/2026		13.0'
2/11/2026		15.6'
3/6/2026		17.9'

GROUND
ENGINEERING

JOB NO.: 26-0003

FIGURE: 4B

**MONITORING AND OBSERVATION
HOLE ASSEMBLY**

Johnstown Senior Community Center

TABLE 1: SUMMARY OF LABORATORY TEST RESULTS

Sample Location		Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation		USCS Equivalent Classification	AASHTO Equivalent Classification (Group Index)	Sample Description
Test Hole No.	Depth (feet)			Gravel (%)	Sand (%)	Fines (%)	Liquid Limit	Plasticity Index	Volume Change (%)	Surcharge Pressure (psf)			
1	4	11.4	119.0	0	22	77.9	30	11	-0.4	500	(CL)s	A-6 (7)	Fill: CLAY with sand
1	14	22.3	103.9	0	37	63.5	34	12	-1.5	1,500	s(CL)	A-6 (6)	sandy CLAY
2	5	11.6	122.1	0	20	80.5	37	14	-0.5	500	(CL)s	A-6 (11)	Fill: CLAY with sand
2	10	16.2	113.9	0	32	67.9	36	15	-0.7	-	s(CL)	A-6 (9)	Fill: sandy CLAY
3	3	7.3	113.3	0	25	74.8	34	13	-	-	(CL)s	A-6 (9)	Fill: CLAY with sand
4	5	13.5	120.7	4	27	69.5	33	12	-1.1	500	s(CL)	A-6 (7)	Fill: sandy CLAY
4	20	22.1	-	0	53	47.0	33	13	-	-	SC	A-6 (3)	clayey SAND
F-2	4	15.0	118.0	0	22	77.8	34	12	-	-	(CL)s	A-6 (9)	Fill: CLAY with sand
D-1	5	13.3	106.1	0	37	63.3	30	9	-	-	s(CL)	A-4 (4)	Fill: sandy CLAY
P-1	2	11.4	115.4	0	22	78.0	37	15	5.0	150	(CL)s	A-6 (11)	Fill: CLAY with sand
P-2	3	11.9	118.4	0	19	81.5	32	12	1.5	150	(ML)s	A-4 (0)	Fill: SILT with sand
P-3	2	12.7	117.5	0	21	78.8	34	14	2.4	150	(CL)s	A-6 (10)	Fill: CLAY with sand

SD = Sample disturbed, NV = No value, NP = Non-plastic

Job No. 26-0006

Johnstown Senior Community Center

TABLE 2: SUMMARY OF SOIL CORROSION TEST RESULTS

Sample Location		Water-Soluble Sulfates (%)	pH	Redox Potential (mv)	Sulfide Reactivity	Resistivity (ohm-cm)	USCS Equivalent Classification	AASHTO Equivalent Classification (Group Index)	Sample Description
Test Hole No.	Depth (feet)								
3	3	0.08	8.4	- 74	Trace	43,992	(CL)s	A-6 (9)	Fill: CLAY with sand
F-2	4	0.11	-	-	-	-	(CL)s	A-6 (9)	Fill: CLAY with sand

Job No. 26-0006

Appendix A

Detailed Drill Logs

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surcharge Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 2 inches of topsoil.											
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.											
95	5			☒	26/12	11.4	119		22	78	30	11	-0.4 (500)	(CL)s
90	10			☒	12/12									
85	15		CLAY with SAND: Materials were fine grained, low to medium plasticity, very soft to very stiff, slightly moist to wet, and brown to grey-brown in color.	☒	7/12	22.3	103.9		36	64	34	12	-1.5 (1500)	s(CL)
			Groundwater encountered at 15 feet at the time of drilling.											
80	20			☒	7/12									
75	25			☒	0-2-2									
70	30			☒	5-8-13									

Bottom of test hole at 30.5 feet.

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surcharge Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 6 inches of topsoil.											
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.											
95	5			⬛	28/12	11.6	122.1		20	80	37	14	-0.5 (500)	(CL)s
90	10			⬛	15/12	16.2	113.9		32	68	36	15	-0.7 (-)	s(CL)
85	15		CLAY with SAND: Materials were fine grained, low to medium plasticity, very soft to very stiff, slightly moist to wet, and brown to grey-brown in color.	⬛	11/12									
80	20		Groundwater encountered at 20 feet at the time of drilling.	⬛	2/12									
75	25			⬛	5/12									
70	30			⬛	13/12									
			SAND and GRAVEL: Materials were silty to clayey, fine to coarse grained with gravel, non to low plasticity, medium dense, wet, and brown in color.											
65	35													

Bottom of test hole at 35 feet.

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surcharge Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 6 inches of topsoil.											
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.											
95	5			23/12	7.3	113.3		25	75	34	13			(CL)s
90	10			17/12										
85	15			8/12										
			CLAY with SAND: Materials were fine grained, low to medium plasticity, very soft to very stiff, slightly moist to wet, and brown to grey-brown in color.											
80	20			6/12										
			Groundwater encountered at 20 feet at the time of drilling.											
75	25			8/12										
				9/12										
70	30													
			SAND and GRAVEL: Materials were silty to clayey, fine to coarse grained with gravel, non to low plasticity, medium dense, wet, and brown in color.											
				16/12										

Bottom of test hole at 34 feet.

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surcharge Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 2 inches of topsoil.											
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.											
95	5			✖	20/12	13.5	120.7	4	26	70	33	12	-1.1 (500)	s(CL)
90	10			✖	11/12									
85	15		Groundwater encountered at 13 feet at the time of drilling.	✖	8/12									
			CLAY with SAND: Materials were fine grained, low to medium plasticity, very soft to very stiff, slightly moist to wet, and brown to grey-brown in color.											
80	20			✖	3-4-3	22.1			53	47	33	13		SC
75	25			✖	3-4-2									
70	30			✖	4-8-10									

Bottom of test hole at 31.5 feet.

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surcharge Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 6 inches of topsoil.											
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.											
95	5													
					20/12	13.3	106.1		37	63	30	9		s(CL)
90	10													
					12/12									
85	15													
					9/12									

Bottom of test hole at 16 feet.

PROJECT: Johnstown Senior Community Center

JOB NO: 26-0006

CLIENT: Town of Johnstown

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surcharge Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 6 inches of topsoil.											
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.											
95	5													
					16/12									
90	10													
					9/12									

Bottom of test hole at 11 feet.

JOB NO: 26-0006

SITE LOCATION: Johnstown, CO

Bottom of test hole at 10 feet.

JOB NO: 26-0006

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surcharge Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 6 inches of topsoil.		24/12	11.4	115.4	22	78	37	15	5 (150)	(CL)s	
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.											
95	5				15/12									

Bottom of test hole at 6 feet.

JOB NO: 26-0006

SITE LOCATION: Johnstown, CO

Bottom of test hole at 6 feet.

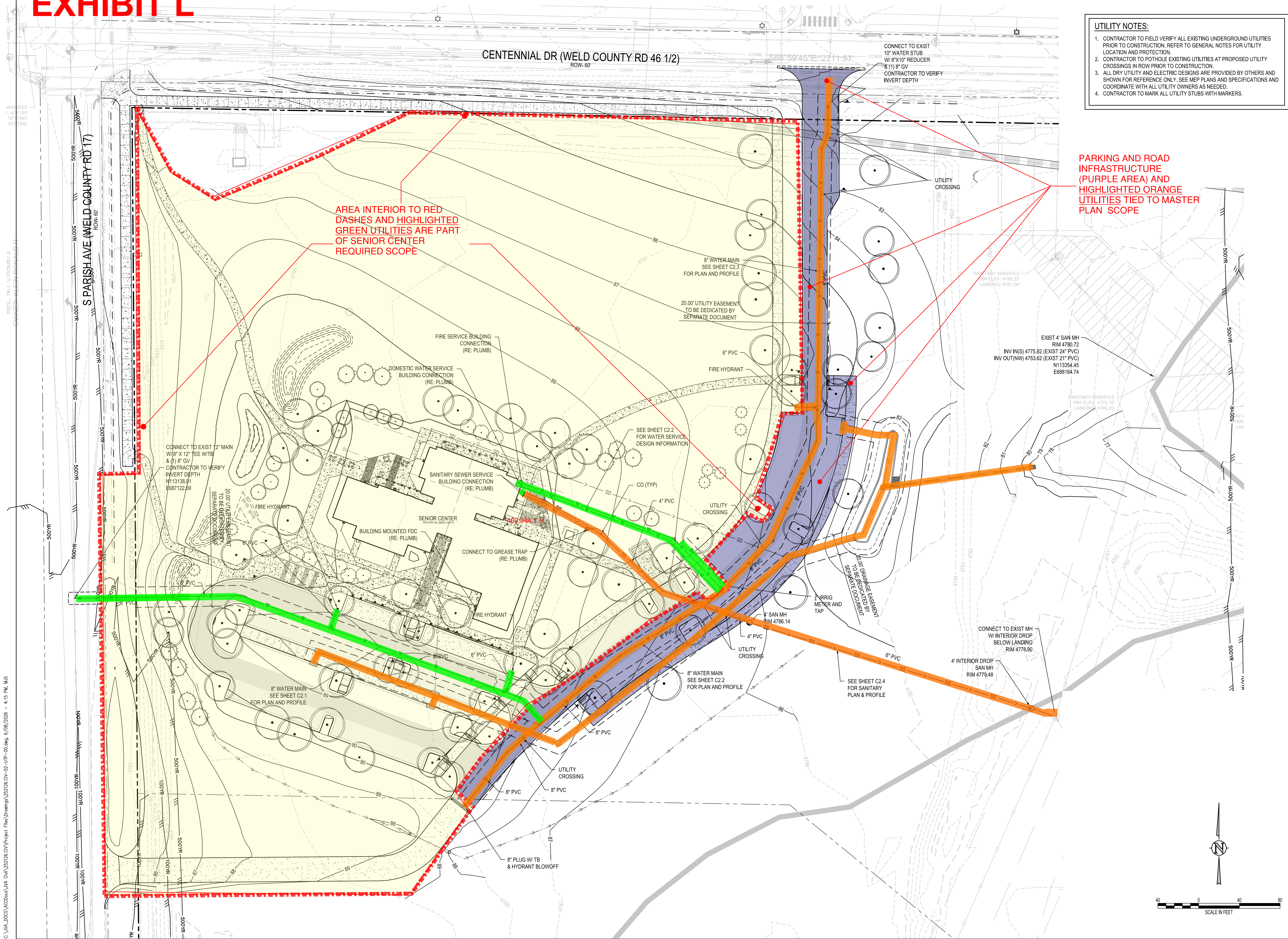
JOB NO: 26-0006

SITE LOCATION: Johnstown, CO

Elevation (ft)	Depth (ft)	Graphic Log	Material Descriptions and Drilling Notes	Sample Type	Blow Count	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Swell/Consolidation (%) at Surchage Pressure (psf)	USCS Equivalent Classification
								Gravel %	Sand %	Fines %	Liquid Limit	Plasticity Index		
100	0		TOPSOIL: Approximately 6 inches of topsoil.											
			FILL: Sandy clay, were fine to coarse grained, low to medium plasticity, slightly moist to moist, and were light brown to brown in color with local iron staining.		27/12	12.7	117.5		21	79	34	14	2.4 (150)	(CL)s
95	5				20/12									

Bottom of test hole at 6 feet.

EXHIBIT L



- UTILITY NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
 2. CONTRACTOR TO POTHOLE EXISTING UTILITIES AT PROPOSED UTILITY CROSSINGS IN ROW PRIOR TO CONSTRUCTION.
 3. ALL DRY UTILITY AND ELECTRIC DESIGNS ARE PROVIDED BY OTHERS AND SHOWN FOR REFERENCE ONLY. SEE MEP PLANS AND SPECIFICATIONS AND COORDINATE WITH ALL UTILITY OWNERS AS NEEDED.
 4. CONTRACTOR TO MARK ALL UTILITY STUBS WITH MARKERS.

PARKING AND ROAD INFRASTRUCTURE (PURPLE AREA) AND HIGHLIGHTED ORANGE UTILITIES TIED TO MASTER PLAN SCOPE

collab. architecture
 9217 EASTMAN PARK DRIVE, UNIT 3
 WINDSOR, COLORADO 80550

bha BHA DESIGN INCORPORATED

CONSULTING ENGINEERS
 JVA, Inc. 1319 Spruce Street
 Boulder, CO 80302 303.444.1951

INTEGRATED MEP
 MECHANICAL - ELECTRICAL - PLUMBING

JOHNSTOWN COMMUNITY CENTER

TOWN OF JOHNSTOWN & TRPR
 JOHNSTOWN, CO 80534

SD: | PERMIT:
DD: APRIL 24, 2026 | CD:

REV. #	DESCRIPTION	DATE
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C2025.019

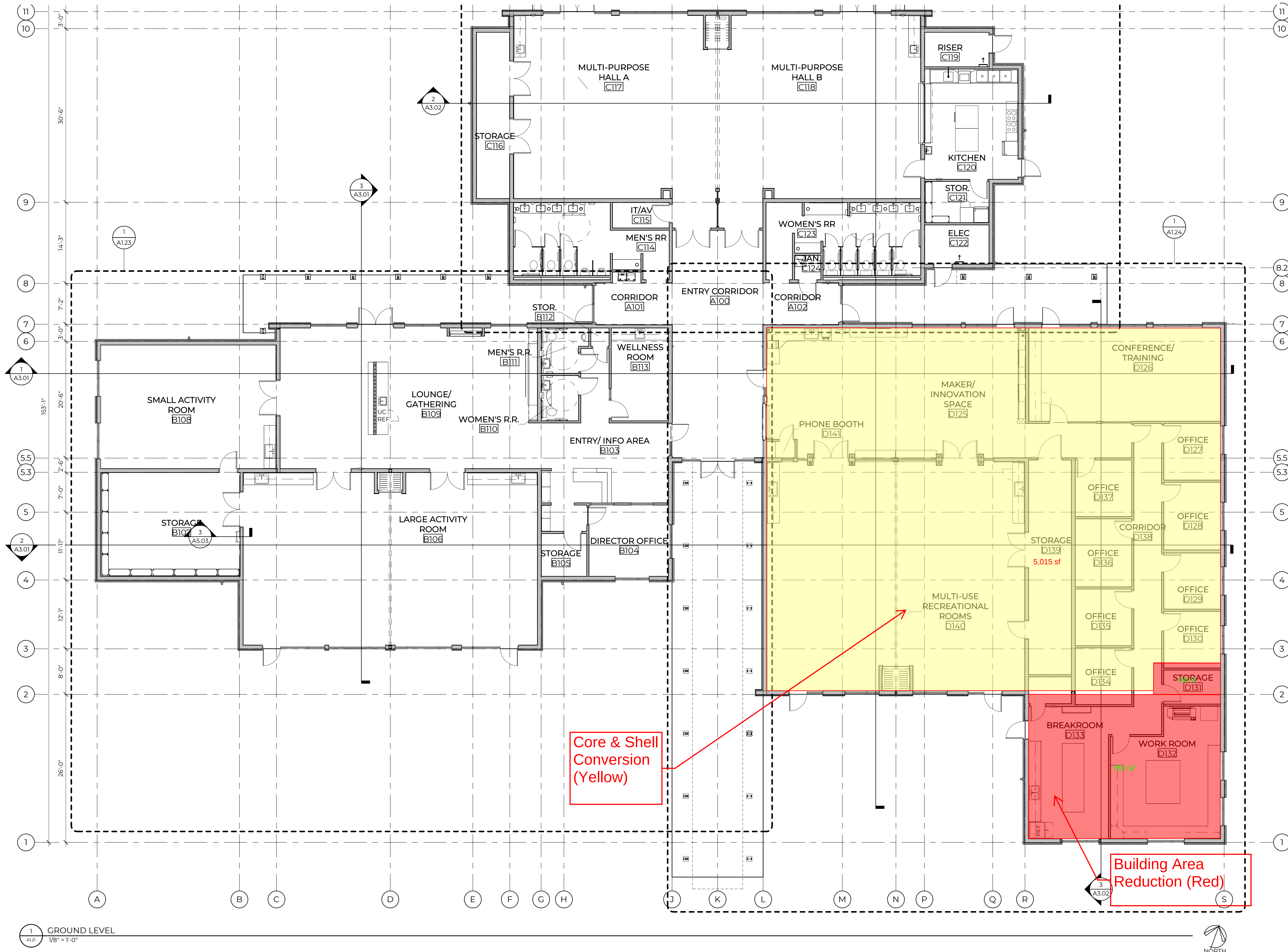
OVERALL UTILITY PLANS

DRAWN BY: ACS CHECKED BY: SBP

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CORE AND SHELL CONVERSION, AND BUILDING AREA REDUCTION - EXHIBIT L



collab.
architecture
9217 EASTMAN PARK DRIVE, UNIT 3
WINDSOR, COLORADO 80550

bha BHA DESIGN INCORPORATED
CONSULTING ENGINEERS
INTEGRATED MEP
MECHANICAL - ELECTRICAL - PLUMBING

**JOHNSTOWN
COMMUNITY CENTER**
550 MOUNTAIN BLUEBIRD DRIVE
JOHNSTOWN, CO 80534

SD:	01-26-26	PERMIT:	
DD:	04-24-263	CD:	50% 06-26-2026
REV. #	DESCRIPTION	DATE	

C2025.019

NOT FOR
CONSTRUCTION

FLOOR PLAN -
OVERALL

DRAWN BY: SET CHECKED BY: JWJ