AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Acknowledgment of County Manager Signature; Amendment Number 1, Construction Management Contract; GE Johnson Construction Company, Inc.; 6/30/14 thru 6/30/16; $13,745,522

Action Requested:

Parties to the Agreement: GE Johnson & Gunnison County

Term Begins: 6/30/14 **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:
Acknowledgment of County Manager's Signature on Amendment Number 1; Construction Management Contract with GE Johnson

Fiscal Impact: Final Guaranteed Maximum Price (FGMP) is $13,745,522

Submitted by: Blucero **Submitter's Email Address:** blucero@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Revenue sources have been identified to meet FGMP identified in this contract.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/7/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 7/8/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/9/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/15/2014 Follow Up Agenda Date:

Revised April 2013

AMENDMENT NUMBER 1
CONSTRUCTION MANAGEMENT CONTRACT

THIS CONSTRUCTION MANAGEMENT CONTRACT ("Contract") made effective the 30th day of June, 2014, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and GE Johnson Construction Company, Inc., whose address is 25 North Cascade Avenue, Suite 400, Colorado Springs, CO 80903 (herein "Construction Manager").

RECITALS

The Construction Manager desires to provide professional services regarding the Construction Phase of the replacement of the Gunnison County Courthouse Building Facility (the "Project"), as the same is described in the attached documents.

Gunnison County desires to engage Construction Manager to provide professional services for the Construction Phase of the Project, according to the following documents, attached hereto and incorporated herein by this reference:

1. Plan between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Final Guaranteed Maximum Price.
2. AIA Document A201 -2007, Conditions of the Contract for Construction, as modified by the Owner.
3. AIA Document E201 -2007. Digital Data Protocol Exhibit, if completed, or the following :
4. AIA Document E202-2008. Building Information Modeling Protocol Exhibit, if completed, or the following:
5. Other documents:

   Exhibit 1 which includes:
   - Attachment A – Budget Summary , a detailed estimate stating the Construction Manager's Fee, General Condition s Costs, Insurances and Bond Costs, as required:
   - Attachment B – General Conditions Budget, a detailed listing of anticipated general conditions costs;
   - Attachment C – Labor Burden Rates;
   - Attachment D - Staff Assignments;
   - Attachment E – Allowances
   - Attachment F - Responsibility and Budget Matrix ;
   - Attachment G - A list of the clarifications and assumptions;
   - Attachment H - Project Schedule;
   - Attachment I – *(Not used.)*
   - Attachment J – *(Not used.)*

- Attachment K – The list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Final Guaranteed Maximum Price proposal ; and
- Attachment L - A list of all Construction Manager provided equipment along with billable rates.
- When executed, Amendment No.1 and the Attachments listed in Section 2.2.3 of the Plan.

all of which, along with this Contract, shall be collectively referred to as the "Contract Documents". Gunnison County desires to engage Construction Manager to provide Services according to the Contract Documents.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Construction Manager shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Construction Phase of Project as more specifically set forth in the Contract Documents. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Construction Manager's profession and all applicable federal, state and local laws and regulations affecting the Project or the subject matter thereof.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on June 30, 2016, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its strategic result that, by 2015, Gunnison County begin a courthouse project, securing funding not derived from new taxes, in order to address operational and energy efficiency, employee productivity, access, safety and judicial needs, as outlined in the Gunnison County Strategic Plan.

4. DISCRIMINATION.

The Construction Manager agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any

facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Construction Manager shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Construction Manager shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

5. IMMIGRATION COMPLIANCE CERTIFICATION.

   a. Construction Manager certifies that Construction Manager does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

   b. Construction Manager certifies that Construction Manager has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

   c. Construction Manager certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

   d. Construction Manager agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

   e. Construction Manager agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

6. ADA COMPLIANCE.

The Construction Manager assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Construction Manager, or be subjected to any discrimination by the Construction Manager upon which assurance Gunnison County relies.

7. MISCELLANEOUS.

   a. SEVERABILITY. If any clause or provision of Contract Documents shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to Contract Documents shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8. COUNTERPARTS: FACSIMILE TRANSMISSION.

The Contract Documents may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie,
County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONSTRUCTION MANAGER

By: _____
James M. Johnson, President/CEO
GE Johnson Construction Company, Inc.

Plan between Owner and Construction Manager as Constructor where the basis of Payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price

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This Plan is a complete description of the "Project" as the same is further defined below, and is intended to serve as an exhibit to the individual agreements to be executed between Owner and the Construction Manager, which will collectively constitute the Contract Documents. The term "Construction Manager", as used herein, is intended to be used interchangeably with the plural "Construction Managers" as each phase of the Project could involve different Construction Managers. The purpose of the this Plan is to ensure all parties involved in the Project have a complete overview and understanding of all phases of the Project.

For the following Project:

The "Project" is the Replacement of the Gunnison County Courthouse Building Facility located at 200 E. Virginia Avenue, Gunnison, Colorado 81231. The Project is to be comprised of a new, state-of-the-art County Courthouse & Administrative Office Building, with related site development. The professional services to be rendered by the Construction Manager under this Plan are the Preconstruction, Hazardous Materials Abatement and Demolition Phase, and Construction Phase of Professional Project Management and Delivery. In general, the Project is to be comprised of the Demolition of the Existing County Courthouse & Administrative Office Building, with Limited Partial Reconstructive Renovation/Replication of the circa 1881 Original Historic building element, and development of a new, state-of-the-art County Courthouse & Administrative Office Building Facility incorporating the 1881 historic building element. All Work of the Project, including the Work pertaining to hazardous materials abatement necessary in advance of existing building demolition, subsequent demolition, removal and replacement of an 8" city sanitary sewer line that traverses the site and including replacement of affected street asphalt and concrete curb and gutter, early removal of certain mature tree and landscaping, renovation/replication and new construction, and site development is to be designed and specified by a single Architect of Record as set forth below and its design team. Each phase will proceed with an individual contract with Construction Manager, to be followed by a Notice to Proceed and Work Authorization that triggers the performance of the Work of the Project.

The planning, programming, design and construction administration, and systems commissioning coordination services will pertain to and accommodate both the necessary demolition of the existing Courthouse building facility with attendant abatement of any hazardous materials, existing building demolition design and specification, and new building architectural and engineering design (including for potential structural improvement/integration), and overall renovation/replication and adaptive reuse, of the original circa 1881 Courthouse to be incorporated into the new Courthouse Facility.

The new Courthouse Facility Project is intended to be delivered, including the management of hazardous materials abatement, demolition, renovation/replication construction, and new facility construction, site development etc., inclusively, under the professional project management of a managing Construction Manager/General Contractor, for each phase , on the same site of the existing Courthouse. The Work of the Project will be awarded on the basis of the three phases described above. The first step will award and issue a contract and Notice to Proceed with Preconstruction Services only. While the Owner, Gunnison County, desires that the Work of the Project proceed seamlessly and expeditiously move from Preconstruction into Hazardous Materials Abatement and Demolition Phase, and subsequently into Construction Phase, the Owner cannot guarantee, at the point of execution of the individual contracts, that the subsequent Phases will proceed as desired.

Thus, the second step is intended to award Hazardous Materials Abatement and Demolition Phase via a separate contract and Notice to Proceed, and with Owner's issuance of individual Work Authorizations. The first Work Authorization , accompanying the general Notice to Proceed with Hazardous Materials Abatement and Demolition Phase, will trigger commencement of hazardous materials abatement, followed in sequence with a second Work Authorization to commence designated site landscaping and designated existing tree removal, removal and replacement of the 8" city sanitary sewer line traversing the site, and general designated existing building demolition.

The third step is intended to award the Construction Phase via a separate contract and Notice to Proceed, and a further Work Authorization for commencement of renovation/replication construction and new building facility construction, site development, etc., i.e., the full and entire remaining Work of the Construction Phase. The Work of the Hazardous Materials Abatement and Demolition Phase shall be organized into separate bid packages for purposes of the Construction Manager's procurement of the Work to be authorized via the Work Authorizations as set forth above for hazardous materials abatement and building demolition. The remaining Work shall be organized in a further series of bid packages as more fully described on a preliminarily planned basis in this Plan, subject to refinement during the Preconstruction Phase by the Project team.

Each Work Authorization shall be issued on the basis of the Construction Manager's Guaranteed Maximum Price (GMP) for the Work specific to the relevant Work Authorization and according to the schedule of events and activities set forth in the Project Schedule established by the Construction Manager and as accepted by the Owner. The aggregate sum of all GMPs pertaining to the scopes of Work for all of the Work Authorizations shall, at all times, remain within the Initial Guaranteed Maximum Price and Final Guaranteed Maximum Price of the Project, as proposed by the Construction Manager and as accepted by the Owner.

Should the Owner not be able, for reasons outside the control of the Owner, including funding of the Project and/or requirements of grant application processes for potential partial grant funding, to seamlessly and immediately trigger the Construction Phase; or if, for any other reason not anticipated at this time, should the commencement of the Construction Phase need to be postponed after completion of Preconstruction Phase Services, the Owner hereby reserves the exclusive right to entirely re-compete the Work of the Construction Phase in the CM/GC marketplace, or alternatively in the Owner's sole discretion, to potentially and if allowed by said funding and grant award processes, otherwise re-negotiate the terms of this Plan pertaining to the planned Construction Phase with the CM/GC awarded the Work of the Preconstruction Phase.

This Plan sets forth separate fees for services and means for establishing Project costs for, first, the Preconstruction Phase, second, the Hazardous Materials Abatement and Demolition Phase , and finally, the Construction Phase, as such phases of the Work are generally described immediately above. The three phases of Work, Preconstruction, Hazardous Materials Abatement and Demolition, and Construction, will be undertaken separately, within a Cost Plus Fee, Guaranteed Maximum Prices Project delivery methodology, which, after completion of the Work of the Preconstruction Phase and subject to the Owner's ability and decision to trigger commencement of the Hazardous Materials Abatement and Demolition Phase and Construction Phase, will establish a single overall Final Guaranteed Maximum Price for the Work of the Project as defined herein.

The site of the Project is located within the City of Gunnison on a full city block owned by Gunnison County.

The Architect:

Roth Sheppard Architects, LLP
1900 Wazee Street, Suite 100
Denver, CO 80202
Mr. Herb Roth, Principal

The Owner's Designated Representative:
Matthew Birnie. County Manager
200 East Virginia
Gunnison, CO 81230
(970) 641-0248
mbirnie@gunnisoncounty.org

The Owner's Project Consultant (not a party to this Plan) is:
Michael J. Mismash
dba MJM Project Consulting, LLC
7400 W. Grant Ranch Blvd., No. 23
Littleton, CO 80123
(303) 619-3707
emjem@comcast.net

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Plan, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of Contract with Construction Manager, other documents listed in this Plan, and Modifications issued after execution of a Contract with Construction Manager, all of which form the Contract Documents, and are as fully a part of the Contract Documents as if attached to this Plan or repeated herein. Upon the Owner's acceptance of the Construction Manager's Final Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Final Guaranteed Maximum Price Amendment No. 1 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract Documents 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, are inconsistent with this Plan, the terms of this Plan shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by the Contract Documents and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's best professional skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services 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 Construction Manager further agrees to function in an Open Book collaborative process during every phase of the Project. An Open Book approach requires the Construction Manager to make available to the Owner, in detail, all correspondence, documentation and transactions related to the Project, in a timely manner as requested by the Owner. The Owner agrees to furnish or approve, in a timely manner, information required of the Owner by the Construction Manager, and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 Conditions of the Contract for Construction

For the Preconstruction Phase, AIA Document A201 - 2007, Conditions of the Contract for Construction, as modified by the Owner, shall apply only as specifically provided in this Plan. For the Hazardous Materials Abatement and Demolition Phase and the Construction Phase, the Conditions of the Contract for Construction shall be as set forth in AIA document A201 - 2007, as modified by the Owner, which document is incorporated herein by reference. Whenever, in the Construction Documents, a reference is made to the "Conditions of the Contract for Construction" or merely the "Conditions of the Contract" or sometimes "The General Conditions of the Contract" or to Document A201-2007, such reference shall mean the Form A201 -2007, Conditions of the Contract for Construction, as modified by the Owner specifically for this Project. The term "Contractor" as used in the Conditions of the Contract for Construction, shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER RESPONSIBILITIES

The Construction Manager has been selected through a process known as the Request for Proposal (RFP). The Construction Manager proposal offered in response to this RFP identified specific terms and conditions that, once approved by the Owner, shall be incorporated into the Initial Guaranteed Maximum Price and carried through to the Final Guaranteed Maximum Price, unless specific adjustments are approved in writing by the Owner. These terms and conditions are attached here to as Exhibit 1.

The Construction Manager Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, that some initial Work elements of the Construction Phase may commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager hereby designates Gerry Snyder as its Project Manager, who shall

have responsibilities for execution of the Project, and who shall act as the point of contact with the Owner and Architect in all matters on behalf of the Construction Manager. During any absence of the Project Manager while Work is being performed on the Project, the Construction Manager shall ensure that one of its senior supervisory personnel, who shall have full authority to direct the construction of the Work on behalf Construction Manager and to bind the Construction Manager, is present on site full time to oversee the Project during construction.

The Owner shall have the right to approve any and all management and supervisory staff of the Construction Manager assigned to the Project, which approval shall not be unreasonably withheld. The Construction Manager shall not change its representatives without Owner's prior written consent, unless such representative leaves the employment of the Construction Manager. In this event, Construction Manager shall notify Owner immediately. All management and supervisory staff replacements will require approval in writing by the Owner prior to replacement. The Owner shall not compensate the Construction Manager for any added costs associated with the Construction Manager's replacement of staff.

The Construction Manager shall perform its services consistent with the professional skill and care ordinarily provided by Construction Managers practicing in the same or similar locations under the same or similar circumstances as this Project. The Construction Manager has represented throughout the proposal made in response to the RFP and the subsequent interview process that it has valuable and extensive experience in similar projects, and that it possesses expertise in this project type that a limited number of Construction Managers possess. The Owner has selected this Construction Manager based on the Construction Manager's representation that the Construction Manager and its proposed key staff possess such expertise. The Construction Manager shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The Construction Manager warrants that it has the requisite experience and sufficient personnel to perform the services set forth herein in a highly skilled and professional manner; that employees of Construction Manager shall be adequately trained and supervised; and Construction Manager is and shall be in compliance with all applicable laws. Construction Manager shall ensure that each Subcontractor it utilizes on this Project shall have the requisite expertise and competent personnel to properly perform services for this Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall review and evaluate the Owner's Program, Project Schedule and Construction Budget requirements, each in terms of the other. At the time of execution of the Contract Documents, the Construction Manager will already have provided a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. This preliminary evaluation is reflected in the Contract as the Initial GMP, as the process is described in section 2.1.5.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and other factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, value engineering and life-cycle data, and possible cost reductions.

§ 2.1.3 Preliminary Project Schedule

As a condition of selection, the Construction Manager has provided a Preliminary Project Schedule. Immediately upon selection, the Construction Manager shall prepare a Preliminary Project Schedule Update in an Open Book, critical-path format for the Owner's and Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's concurrence for the portion of the Preliminary Project Schedule relating to the performance of the Architect's services. The Preliminary Project Schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities, as well as identify major

milestone events and activities that could affect the Project's timely completion. Thereafter, the Construction Manager shall, at least monthly, or more often if required by the Owner, update the Preliminary Project Schedule, and the updated Project Schedule shall also include the following: dates for proposal of an Initial Guaranteed Maximum Price pledge, milestone budget updates, and the Final Guaranteed Maximum Price; components of the Work; dates of commencement of the Work Bid Packages established for the Project; dates of Work element commencement and completion required of each subcontractor; dates or periods of ordering and delivery of products, including those that must be ordered well in advance of construction; and incorporation of the occupancy requirements of the Owner, including, but not limited to, phased occupancy if such phased occupancy is the Owner's requirement for the Project.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, bid packaging, procurement, and phased Construction. The Construction Manager shall take into consideration opportunities for cost reductions, generation and communication of cost information, constructability, approvals, provisions for temporary facilities, impacts upon the cost of elements of the general conditions, and procurement and construction scheduling issues.

It is anticipated that there will be a need for separate bid packaging for the project, particularly for achievement of early commencement of hazardous materials abatement, existing building demolition, structural protection and exterior envelope preparation of the to-be renovated circa 1881 original courthouse building element, site preparation and foundation construction relative to seasonal building constraints. Multiple bid packaging for purposes of potentially early procurement of long-lead items or more extensive fast-tracking of the Project is to be a consideration undertaken during planning and evolution of design, by the Project team, during the Preconstruction Phase.

The initially contemplated number and type of Bid Packages within the preliminary phasing plan contemplated by the Architect, subject to further development by the entire Owner/Architect/Construction Manager team, include the following Bid packages:

Bid Package No. 1-Hazardous Materials Abatement
Bid Package No. 2-Existing Courthouse Demolition and 1881 Courthouse Structure Protection/Reinforcement
Bid Package No. 3 –All Renovation and New Construction Subsequent to Abatement & Demolition

Provision for a long-lead item procurement for potential courtroom finishes and components, security systems, security holding cell hardware, control and communications systems and other technical components may be required in addition to the above listed bid packages, to achieve the Occupancy Milestone. Permitting policies of the City of Gunnison allow for the potential early permitting of excavation, footings and foundation construction. The advice of the Construction Manager will be sought regarding the advisability of incorporating a separate excavation, footings and foundation package for purposes of expediting construction in the field on a continuous and unimpeded basis after the Demolition Phase.

The Construction Manager shall prepare detailed estimates and a Guaranteed Maximum Price (GMP) for each established Bid Package.

Execution of this Construction Documents is not authorization to proceed with the Work of the Hazardous Materials Abatement and Demolition Phase or the Construction Phase. The commencement of Work of the Construction shall require separate Work Authorizations triggering commencement of the Work of Bid Packages individually.

§ 2.1.5 Construction Manager Selection/Cost Estimates

§ 2.1.5.1

As an element of the RFP process, the Construction Manager provided a detailed Initial Cost Estimate, based on the level of design established at the time of the RFP process, as contained in Exhibit 1 attached hereto. Prior to further evolution of the design by the Architect, the Construction Manager shall work closely with the Architect, and through it, with its design team members and the Owner to ensure that the current design scope/intent aligns with the Construction

Manager's Initial Cost Estimate, and that both are within the Owner's current approved scope, as defined in the approved current design documents, and that both are within the Owner's Approved Budget, as described in Article 3.1.3 of this Plan. Once the Constructions Manager's Initial Cost Estimate is approved in writing by the Owner, this estimate shall become the Initial Guaranteed Maximum Price, itself the basis of the Construction Manager's pledge to work in collaboration with the Architect in a partnered approach toward achieving a Final Guaranteed Maximum Price that is to be less than or equal to the Owner's Approved Budget for the Cost of the Work.

§ 2.1.5.1.1 The Construction Manager is required to develop an Initial Guaranteed Maximum Price document submitted to the Owner within a bound report, including detailed estimate information and data, assumptions made in developing the report and Initial Guaranteed Maximum Price, the project schedule upon which it is based, fixed or not-to-exceed general conditions items costs, approved billable rates and rental rates, and additional information as required by the Owner for documentation as its basis. The Construction Manager is not required to execute a formal guarantee of this Initial Guaranteed Maximum Price; however, the Owner is relying on the accuracy and reasonableness of the Initial Guaranteed Maximum Price. Therefore, the Initial Guaranteed Maximum Price should be the Constructions Manager's most realistic estimate of what the Construction Manager believes will be each Phase's final cost of the Work based upon the Construction Manager's expectation of what the complete, final design documents still to be produced by the Architect for construction will intend, describe, entail and represent once the design and specifications are complete for permitted use in construction, and, thereupon, the Final Initial Guaranteed Maximum Price is projected to be proposed by the Construction Manager and the Final Guaranteed Maximum Price is anticipated to be based for Owner's consideration for approval.

§ 2.1.5.1.2 As the plans and specifications evolve through each design phase, the Construction Manager will perform cost studies and major estimates of the Cost of the Work, using area, volume or similar conceptual estimating techniques, and, in the later evolutionary phases of design, more accurate quantity take-off or design-assist techniques for the Architect's review and the Owner's consideration for approval. If the Architect or Construction Manager, in review and discussion of such studies and estimates, suggest or recommend alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems being discussed and considered.

§ 2.1.5.1.3 Once the Initial Guaranteed Maximum Price has been approved in writing by the Owner, the Construction Manager and the Architect shall work together throughout the further evolution of the design to assure that the Final Guaranteed Maximum Price will remain within the approved Initial Guaranteed Maximum Price accepted by the Owner.

§ 2.1.5.1.4 The Construction Manager's estimating and budgeting systems, techniques and reports shall be flexible to allow comparison of building systems and components. The estimating and budgeting tools employed shall include a means to provide a variance analysis throughout each Project Cost update, starting with the Initial Guaranteed Maximum Price and continuing through the Final Guaranteed Maximum Price. The format of the estimating system shall include detail sheets for each Work task that shall reflect unit prices, quantities and extensions for labor and materials. The Construction Manager shall work closely with the Architect to provide "real time" cost advice and shall meet with the Architect weekly to observe the progress of design and to provide cost advice. During these weekly design observation and cost discussion meetings, the Construction Manager shall present to the Architect updated cost information updates based upon the results of the meeting held one week prior, and shall identify those cost elements that have either increased or decreased from the prior cost projection. If the cost projection exceeds the Owner's Budget, the Construction Manager and Architect shall work together to determine how the Architect might revise the design, and the Construction Manager shall take any revisions made into consideration for the update of its cost projection to be presented at the next weekly meeting. The Construction Manager shall set up and organize the successive Project cost estimates in a Construction Specifications Institute (CSI) format in a detailed, Open Book collaborative manner that allows for full disclosure thus allowing the Owner to make timely and informed decisions. In the later evolutionary phases of design, as practical, and in the Construction Documents preparation phase of design in particular, Project cost updates shall also be sorted into a contracts format, coordinated with the CSI format estimate. Each cost and budget comparison update shall also include a detailed list of relevant clarifications and assumptions as they relate to the preparation of each cost and budget comparison update. Allowances are also to be clearly identified,

and their basis defined within each cost and budget comparison update and be included within a separate summary level report at each design phase milestone triggering a new budget update as required in Section 2.1.5.2 below.

§ 2.1.5.1.5 The Construction Manager may involve key candidate, qualified and experienced subcontractors during the evolution of the design documents to assist with budgeting and design solutions, however, the Construction Manager may not award or commit Work to a subcontractor other than through a competitive selection process during the development of the Final Guaranteed Maximum Price, unless specifically approved otherwise in writing by the Owner.

§ 2.1.5.1.6 In the event the Construction Manager's proposed Final Guaranteed Maximum Price exceeds the Initial Guaranteed Maximum Price, and if the Owner so directs in writing, the Construction Manager and the Architect shall work together to bring the Project back within the Owner's Approved Budget which serves as the Owner's basis for Project funding, all within the Owner's approved scope as based on the Owner's written acceptance of the 100% Construction Documents. This collaborative effort may include consideration of alternative means and methods, review and reassessment of values, cost/benefit analyses, and/or recommendation of potential alternates which may be acceptable to the Owner, or via other means appropriate to achieve the Owner's Approved Budget without adversely reducing scope or adversely impacting quality or performance of the affected elements of the Project; and the results of the effort shall be subject to the acceptance of the Architect, and the acceptance and written approval of the Owner prior to incorporation of any results of, or recommendations from, the collaborative effort into the Work. The Construction Manager's expenses associated with this effort shall be the sole responsibility of the Construction Manager, and the Owner shall have no obligation to pay or reimburse any expenses thereof.

§ 2.1.5.2 As the Architect progresses with any refinement of the Schematic Design Documents, and the subsequent preparation of the Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals as set forth below in this section or as otherwise directed by the Owner, estimates, of the Cost of the Work, of increasing detail and refinement, based on the then-current detailed level of design and specifications, including multiple cost studies of alternate systems and materials, and allowing for the further development of the design and specifications until such time as the Owner and Construction Manager agree on the Final Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Owner's and Architect's review toward the Owner's consideration for approval using estimating systems and procedures which are acceptable to the Owner. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the Initial Guaranteed Maximum Price or any subsequent Owner-approved budget, and make recommendations for corrective action. The Construction Manager shall prepare a detailed estimate of the expected Final Guaranteed Maximum Price for at least the following design phases; 1) depending upon design evolution progress timing, approximately 50% - 100% Design Development Documents; 2) with a check estimate focused upon any previously identified aspects of design potentially not projected to remain within budget, after sufficient time allowance for pertinent Architect revisions; 3) based upon the approximately 50% Construction Documents to be issued by the Architect, after any necessary revisions are made to the drawings and specifications following the Second Architect/CM-GC formal CD Documents Design Phase Work Session; and, finally, as may be necessary, 4) in the form of a check estimate focused upon the intended 100% Construction Documents (intended Permit set). Each estimate shall be developed in a format acceptable to the Owner and consistent with Section 2.1.5.1.4 and shall detail the variance to previous estimates. At the request of the Owner, Construction Manager shall also develop interim cost studies, value recommendations and budgets and participate in additional budget comparison and estimating exercises with the Architect throughout the Preconstruction Phase.

§ 2.1.6 Subcontractor and Suppliers

Whenever the word "subcontractor" is used within this Plan it shall mean subcontractor, sub-subcontractor, a vendor or supplier as an entity that provides labor, materials, equipment, or services to the Project through an agreement with the Construction Manager. The Construction Manager shall develop bidders' interest in the project. The Construction Manager shall furnish to the Owner and Architect a list of subcontractors, including major vendors and suppliers, who are to be invited to compete to furnish materials or equipment fabricated to a special design, from which bids or proposals will be requested for each principal portion of the Work. The Owner and/or Architect will promptly reply in writing to the Construction Manager if the Architect or Owner knows of any objection to such subcontractor. The receipt

of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractor, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor.

§ 2.1.6.1 The Final Guaranteed Maximum Price shall be estimated by incorporating the Construction Manager's final fee and general condition costs, approved during the RFP process, with the Direct Cost Work all secured in a competitive process approved by the Owner. The Construction Manager shall competitively bid all Direct Cost Work to a minimum of five (5) subcontractors for each subcontracted scope of Work unless the Owner agrees otherwise, in advance, in writing. Prior to issuing bid documents to subcontractors, for the Final Guaranteed Maximum Price, the Construction Manager shall ensure that the list of proposed subcontractor for each division or Scope of Work is acceptable to the Owner. Once bids are received, the Construction Manager shall share the results of the bidding process with the Owner and the Architect and make recommendation on the selection of the subcontractor based on cost, schedule, and other factors that the Construction Manager believes will maximize the success of the total Project. Where other non-cost driven selection criteria are approximately equal, competitive cost based on a complete understanding of intended scope, followed by ability to successfully perform and timely produce a quality product shall take precedence in recommendation of decision for award. For selected or major trades, the Owner may, in its sole discretion, elect to participate in scope confirmation meetings with the Construction Manager and key subcontractors.

§ 2.1.6.1.1 Direct Work shall be defined as actual Work described in Article 6 of this Plan that has not already been secured though the fee and general conditions costs. Fee and general conditions cost are defined during the Construction Manager selection process and incorporated into the Initial Guaranteed Maximum Price, and will be carried forward to the Final Guaranteed Maximum Price. The Direct Work shall be performed by subcontractors via competitive procurement, and the Construction Manager out of competition, at actual costs, when approved in advance in writing by the Owner.

§ 2.1.6.1.2 Self Performance (or sometimes referred below as "self-perform" or "self-performed") Work means Direct Cost Work performed by the Construction Manager's own forces, other than Work defined in the general conditions costs. In the event the Construction Manager prefers to perform Work other than general conditions Work or emergency safety activities, with its own forces, the Construction Manager must secure this Work through a competitive process approved by the Owner. Construction Manager shall not be entitled to perform Direct Cost Work with its own forces unless Owner approves, in the Owner's sole and absolute discretion. The Owner shall be entitled to require Construction Manager to obtain competitive bids from at least three (3) qualified and approved subcontractors for the same specific Scope of Work proposed to be directly performed by Construction Manager. In this event, the Construction Manager shall submit its own bid for the same Scope of Work to the Owner at least twenty-four (24) hours prior to the time when the subcontractors' sealed bids are due. The Construction Manager's and subcontractor's bids shall be opened simultaneously in the presence of the Owner and Architect, who shall jointly analyze the bids for price, thoroughness, schedule, proposed staff, and relevant expertise. Owner shall be entitled to determine, in its sole and absolute discretion, whether Construction Manager's request to perform Direct Cost Work with its own forces will be approved. Owner may require the Work to be performed by a subcontractor regardless of whether it appears that Construction Manager can perform Self Perform Work in accordance with the requirement of the Contract Documents applicable thereto. The Construction Manager shall develop and administer an Open Book bidding strategy that assures the Owner that the firms competing for this Work are competing through a fair and balanced process.

§ 2.1.6.3 Construction Manager shall administer and account for all costs, management and financial tracking of any Self Perform Work as though it were being performed under a separate contract. If Self Perform Work is awarded to Construction Manager after a competitive bidding process, the pricing for such Work shall be in accordance with the Construction Manager's bid (subject to the Final Guaranteed Maximum Price). If Self Perform Work is awarded to Construction Manager without competitive bidding, such Work shall be billed at Construction Manager's actual direct cost without including any additional markups for profit, overhead, general conditions costs or other fees in the nature thereof other than the established mark-ups determined as the Construction Manager's fee and general conditions costs for the total Project. Owner maintains full audit rights to all Self Perform Work including cost reimbursable and lump sum work (lump sum for review of the proper allocation of costs, not for adjustment of billings).

§ 2.1.6.4 Prior to entering into any financial obligation with any subcontractor, the Construction Manager shall prepare and submit to the Owner for written approval, Authorization Letters, drafted by the Construction Manager, which shall clearly state the Scope of Work to be completed, the Cost of the Work to be released, the comparison of those costs to the equivalent costs carried in the Initial Guaranteed Maximum Price or Final Guaranteed Maximum Price for the same Work, and any impact that the selection of the proposed subcontractor may have on the approved project schedule.

§ 2.1.6.5 The subcontractor list shall be divided into Major Subcontracts (Subcontracts that exceed $50,000) and Minor Subcontracts (Subcontracts that are below $50,000).

§ 2.1.6. 6 The release of any Major Subcontractor to perform Work for the Project requires an executed Authorization Letter from the Owner to the Construction Manager in a form approved by the Owner.

§ 2.1.6.7 The release of Minor Subcontractors to perform Work for the Project requires an executed Authorization Letter from the Owner to the Construction Manager in a form approved by the Owner when a sequential group of Minor Subcontracts achieves a total value of $50,000.

§ 2.1.6.8 Except per the provision of Section 2.3.2.1.1 below, pertaining to establishment of separate additional Bid Packages for subcontract commitments for the procurement of mechanical, electrical, plumbing, and fire protection systems Work, there will be no commitment made to any subcontractor or supplier, until the Final Guaranteed Maximum Price is approved, unless such other commitment is specifically approved in writing by the Owner.

§ 2.1.7 The Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Final Guaranteed Maximum Price, the Owner may secure these items directly or authorize the Construction Manager to secure the items on behalf of the Owner. If the Owner secures any items, the Owner shall procure the items on reasonable terms and conditions. Upon the establishment of the Final Guaranteed Maximum Price, the Owner may assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept full responsibility for them. The costs of all items assigned to the Construction Manager by the Owner shall be incorporated into the Final Guaranteed Maximum Price and therefore shall be entitled to the same fee markup as other items within the Final Guaranteed Maximum Price.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and cost estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of and as the schedule basis respectively for the Final Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but if the Construction Manager recognizes that the drawings or specifications are not in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, the Construction Manager shall promptly and timely report to the Architect and Owner in writing any nonconformity discovered by or made known to the Construction Manager as a request for information (RFI) in a form agreed to between the Construction Manager and the Architect. Notwithstanding anything herein to the contrary, the Construction Manager shall be responsible for any delays caused by the Construction Manager's failure to obtain any necessary permits or delays of approving authorities or other governmental authorities if such delays arise out of intentional or negligent acts of the Construction Manager, or arise out of the Construction Manager's failure to perform under the Contract Documents.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with and cause its subcontractors to comply with applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity and affirmative action programs, and other programs as may be required by appropriate governmental and quasi-governmental authorities for inclusion in the Contract Documents. The

Construction Manager shall comply with the various funding requirements for this Project as identified by the Owner. No part of this Plan shall be performed by Construction Manager in a manner that discriminates against any person on the basis of race, age, color, sexual orientation, religion, marital status, national origin, military status, gender or physical or mental disability.

§ 2.2 Final Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 When the design is sufficiently complete (i.e. intended permit level drawings or Construction Documents) to describe the clear intent and scope of the Project, the Construction Manager shall develop the Final Guaranteed Maximum Price proposal for the Owner's review and acceptance, which acceptance shall occur only with the Owner's execution of Amendment No. 1. The Final Guaranteed maximum Price in the proposal shall be computed as provided in Section 5.2.1.1. Amendment No.1 shall include the Attachments listed in Section 2.2.3 in form and substance acceptable to Owner, and become a part of this Plan. Amendment No.1 and all such attachments shall be executed by an officer of Construction Manager authorized to bind Construction Manager to the Final Guaranteed Maximum Price and Project Schedule established in conjunction with the Final Guaranteed Maximum Price.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall identify and provide reasonable cost coverage in the Final Guaranteed Maximum Price for any impact from 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; however, the Final Guaranteed Maximum Price shall include the Contract Documents and all Work necessary to provide a complete Project.

§ 2.2.3 The Construction Manager shall include with the Final Guaranteed Maximum Price proposal a written statement of its basis, which shall be bound and include the following, in a format approved by the Owner:

§ 2.2.3.1 Attachment A - The Final Guaranteed Maximum Price summary page, providing a detailed cost breakout for all elements of the Project. The Construction Manager's fee (converted to a lump sum). General conditions cost summary (as a not-to-exceed amount), insurance, bonds and other costs as required;

§ 2.2.3.2 Attachment B - General Conditions Budget, expressed as a detailed outline of the previously approved general conditions costs;

§ 2.2.3.3 Attachment C – Labor Burden Rates;

§ 2.2.3.4 Attachment D – Staff Assignments;

§ 2.2.3.5 Attachment E - A list of allowances, if any, with description/definition; and unit prices;

§ 2.2.3.6 Attachment F – Responsibility and Budget Matrix;

§ 2.2.3.7 Attachment G – A list of the clarifications made by the Construction Manager in the preparation of the Final Guaranteed Maximum Price proposal, including clarifications under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications.

§ 2.2.3.8 Attachment H – Project Schedule, including a detailed Critical Path Method construction schedule of events and activities intended to lead to, and setting forth the date of Substantial Completion upon which the proposed Final Guaranteed Maximum Price is based (which, when approved by the Owner, shall be the Approved Substantial Completion Date, subject to adjustment as provided herein and in the Conditions of the Contract), and a schedule of the Construction Documents issue dates upon which the date of Substantial Completion is based;

§ 2.2.3.9 Attachment I - Insurance Certificates;

§ 2.2.3.10 Attachment J - Approved Lien Waiver Forms (Conditional and Unconditional, Partial and Final);

§ 2.2.3.11 Attachment K - A list of Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Final Guaranteed Maximum Price proposal;

§ 2.2.3. 12 Attachment L - A list of all Construction Manager provided equipment with equipment rates for said equipment,

§ 2.2.3.13 Attachment M - Alternates; and

§ 2.2.3.14 Attachment N – A Preconstruction Phase Schedule

§ 2.2.4 The Final Guaranteed Maximum Price proposal shall include the Construction Manager's Construction Contingency, which is a sum established for the Construction Manager's exclusive use, upon the prior written approval of the Owner, to cover costs arising under Section 2.2.2 and for other unanticipated costs which are properly considered reimbursable as a cost of the Work but which do not form the basis for a Change Order as a result of changes in the Scope of the Work, but which are required to properly complete the Work. The Construction Manager's Construction Contingency shall not exceed eight percent (8%) of the estimated direct cost of the Work in the preparation of the proposed Initial Guaranteed Maximum Price, and shall not exceed three percent (3%) of the estimated direct Cost of the Work set forth in the Final Guaranteed Maximum Price. No additional fee is added to the Contractor's Construction Contingency at the time the Final Guaranteed Maximum Price proposal is prepared. As may be necessary during the course of the Work, the Construction Manager's Contingency funds will be allocated to the specifically affected line items in the Direct Cost portion of the Final Guaranteed Maximum Price, as approved by the Owner, through the use of a Change Order signed by the Owner and Construction Manager, including the description of the nature of the changes and items covered by the Change Order. The allocation of Contingency funds shall not increase the Final Guaranteed maximum Price. The Construction Manager shall provide to the Owner a separate report and reconciliation of the use and application of contingency costs with each monthly Application for Payment. The Owner shall not unreasonably withhold such authorization to utilize the Construction Contingency as long as the costs are allowable costs within the Plan and, (1) the Construction Manager is not in breach of, or in default under any of the Contract Documents, (2) the Construction Contingency is used for items required by the Contract Documents for the Project, and (3) the Construction Contingency is used for items outlined in clauses 2.2.4.1 through 2.2.4.3 below:

§ 2.2.4.1 Cost of the Work not shown clearly, or completely, or Work that is conflicting on the Contract Documents yet which is reasonably inferable as being necessary to produce the highest intended results; or

§ 2.2.4.2 Cost of the Work to recover lost time for Work under the control of, or at the fault of, the Construction Manager. The Construction Manager shall make every effort to limit overtime by efficiently planning and managing the Project. (If excessive overtime is required to maintain the Project Schedule, the Construction Manager shall obtain the Owner's prior written approval before moving forward with such overtime); or

§ 2.2.4.3 Cost of the Work for delays caused by market, labor, materials or transportation conditions, labor disputes, standard weather delays or other causes which the Owner is not obligated to fund under the Contract Documents.

§ 2.2.4.4 The Construction Contingency shall not be available for the Construction Manager's fee or general condition costs, each of which are capped within the Final Guaranteed Maximum price and subject only to adjustments through Change Orders specifically involving changes in Project Scope and/or Time.

§ 2.2.4.5 The Construction Contingency shall not be available to correct mistakes in the field that are the responsibility of subcontractors (including Self Perform Work of the Construction Manager) and shall not be available for Construction Manager and subcontractors' performance of warranty work.

§ 2.2.4.6 The Construction Contingency shall not be available for use by the Owner for Owner-allowance overruns, changes in the Scope of Work, design changes, or other items for which the Owner is responsible under the Contract Documents unless the Construction Manager releases such funds to the Owner prior to completion of the Project.

§ 2.2.4.7 Any and all unused portions of the Construction Contingency shall remain the property of the Owner and shall not be included in any shared savings provision which is not allowed by this Plan.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Final Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Final Guaranteed Maximum Price proposal , its basis, or both. If the Final Guaranteed Maximum Price proposal is greater in total amount than the Initial Guaranteed Maximum Price as was accepted by the Owner, the Construction Manager shall work in collaboration with the Architect and Owner, as described in Section 2.1.5.1.6 above, to bring the Project back within the Owner's Approved Budget which serves as the Owner's basis for Project funding.

§ 2.2.6 (Intentionally Deleted.)

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Final Guaranteed Maximum Price Amendment No 1. The Owner shall promptly furnish, through the Architect, those revised Drawings and Specifications to the Construction Manager as they are revised by the Architect and provided to the Owner. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Final Guaranteed Maximum Price, Amendment No.1 and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Final Guaranteed Maximum Price any and all taxes that are legally enacted, whether or not yet effective, for the Work for which the Construction Manager is liable and which are not exempt under the Owner's Tax Exemptions, at the time the Final Guaranteed Maximum Price Amendment No. 1 is executed. In the event of a tax audit, the Construction Manager shall be responsible for any deficiencies or penalties imposed on the Owner or Project.

§ 2.2.10 The "general conditions costs" were submitted by the Construction Manager as costs-not-to-be-exceeded and originally defined by the Construction Manager in the RFP process and attached hereto as Exhibit 1. The general conditions costs were then approved by the Owner and incorporated into the Initial Guaranteed Maximum Price. The allowed general conditions costs shall remain unchanged between the establishment of the Initial Guaranteed Maximum Price and the establishment of the Final Guaranteed Maximum Price, unless the Owner agrees, in writing, that the general conditions costs have been impacted by a substantial change in the Contract Time.

§ 2.2.11 The Construction Manager shall include all trade fees and special permits costs, within the Final Guaranteed Maximum Price including Amendment No. 1.

§ 2.3 Hazardous Materials Abatement and Demolition Phase & Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of the Conditions of the Contract, the date of Construction Manager mobilization on the Project site for commencement of the hazardous materials abatement Work shall mean the date of commencement of the Hazardous Materials Abatement and Demolition Phase. Similarly, issuance of a Notice to Proceed shall mean the date of commencement of the Construction Phase, for purposes 8.1.2.

§ 2.3.1.2 The Hazardous Materials Abatement and Demolition Phase and the Construction Phase can commence only upon, as a condition precedent, the Owner's acceptance of the Construction Manager's Final Guaranteed Maximum

Price proposal including Amendment No.1 and the Owner's issuance of a Notice to Proceed with the Work for the Hazardous Materials Abatement and Demolition Phase and a Notice to Proceed with the Construction Phase.

§ 2.3.2 Administration

§ 2.3.2.1 Work that the Construction Manager has not secured as a General Conditions or Self Perform Work shall be performed by subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. The Owner's determination shall not relieve the Construction Manager of its obligations under the Contract Documents.

§ 2.3.2.1.1 Selection of Hazardous Materials Abatement, Demolition, Mechanical, Electrical, Plumbing and Fire Protection Subcontractors With the Owner's prior approval, the Construction Manager, working in collaboration with the Architect to organize and establish the Bid Packages for Hazardous Materials Abatement and Demolition and sanitary sewer main replacement, street asphalt and curb/gutter replacement; and, when advised by the Architect that its development of relevant building systems and structural designs have progressed to an appropriate degree that design assistance would be of benefit, to organize and establish the separate additional relevant Bid Packages for Mechanical, Electrical, Plumbing and Fire Protection, will promptly implement a formal competitive selection process, approved by the Owner, for each of the Hazardous Materials Abatement, Demolition, Mechanical, Electrical, Plumbing and Fire Protection subcontractors. The Construction Manager shall submit for the Owner's prior review and approval, the list of candidate Hazardous Materials Abatement, Demolition, Mechanical, Electrical, Plumbing and Fire Protection subcontractors from which the Construction Manager proposes to request participation in design/specification-assist, bid package organization and establishment, value engineering, and cost/benefit analyses efforts of the Construction Manager to work collectively as a team with the Architect and its relevant sub-consultant design team members. This Work for these separate subcontracts shall be secured either through lump sum bids or with the Owner's prior approval, the successful subcontractors may be added to the Project team under separate Guaranteed Maximum Price Subcontract Agreements and their cost estimates will be incorporated within the Construction Manager's Final Guaranteed Maximum Price. The Construction Manager shall be required to obtain a contractual commitment from each such subcontractor that the Work of these individual Bid Packages and subcontracts will be performed at competitive market prices at the building trade level of the marketplace. If, at any time, the Construction Manager or Owner believes that a Bid Package pricing is not within competitive market pricing, the Construction Manager will secure additional competitive pricing, as directed by the Owner.

§ 2.3.2.2 If the Final Guaranteed Maximum Price has been approved by the Owner and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (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 Construction Manager may request that a Change Order be issued to adjust the Contract Time and the Final Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.2.1 The subcontractor list shall be divided into major Subcontractors (subcontracts that equal or exceed $50,000) and minor subcontractors (subcontracts that are below $50,000). Except as set forth in Section 2.3.2.1.1 above, there will be no commitment made to any subcontractors until the Final Guaranteed Maximum Price is approved, unless such commitments are specifically approved in writing by the Owner. At the Owner's sole discretion, the Owner reserves the right to require the Construction Manager to obtain approval prior to entering into any financial obligations, subcontract agreement or purchase order with any subcontractors and material suppliers in excess of $25,000. In such event, the Construction Manager must prepare Authorization Letters and submit to the Owner for written approval in a form approved by the Owner. The Authorization Letters must clearly state the Scope of Work to be completed, the Cost of the Work to be released (including any holds), the comparison to the costs to those carried in

the Initial Guaranteed Maximum Price and in the Final Guaranteed Maximum Price for this Work, the cost of the subcontractor's bond, if required, and any impact that this Work may have on the approved Project Schedule. These Authorization Letters must have a clear and complete link to the Final Guaranteed Maximum Price for cost tracking purposes.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Plan, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager 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 Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. The Owner shall be the final decision maker for the awarding of work to "related parties".

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as: procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and distribute meeting minutes, within three (3) business days after said meetings occur, to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Final Guaranteed Maximum Price Amendment No. 1, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of the Conditions of the Contract.

§ 2.3.2.7 The Construction Manager shall continuously monitor and shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion of scheduled Work activities, and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of the Conditions of the Contract, shall apply to the Preconstruction and Hazardous Materials Abatement and Demolition Phase , and the Construction Phase.

§ 2.5 Hazardous Materials Abatement; Subsequent Existing Courthouse Building Demolition; and Hazardous Materials Management During Renovation & New Construction

The Hazardous Materials Abatement and Demolition Phase of the Work generally includes (1) Hazardous Materials Abatement in the Existing Courthouse Building, (2) designated Demolition of the Existing Courthouse and designated landscaping and tree removal in preparation of the building site in preparation for new construction and incorporation of the renovation of the circa 1881 Original Courthouse Building, removal and replacement of the 8" city sanitary sewer main traversing the site, repair and replacement respectively of the street asphalt and curb/gutter affected by the sewer main replacement. The Construction Phase of the Work generally includes (1) Structural Reinforcement and Renovation/Finish Replication of the circa 1881 Courthouse building element, and (2) New Courthouse Building New Construction and Site Development. Responsibility for establishment, integration and oversight of all designs and

specifications of all Work of the Project is that of the Architect. With respect specifically to the development of design of, and final specifications and requirements for existing building Hazardous Materials Abatement and Demolition portions of the Work, and with respect to organization of Bid Packaging for the Construction Manager's procurement of subcontractors to perform such portions of the Work of the Project, the provisions of Section 2.3.2.1.1 above shall apply in regard to participation in final design/specification-assistance within performance specifications generated by the Architect, bid package organization and establishment, value engineering, and cost/benefit analyses efforts to be employed on the Project under the leadership of the Construction Manager and its coordination and cooperation with the Architect and its relevant sub-consultant design team members.

§ 2.5.1 Abatement of any and all hazardous materials that exist in the existing courthouse building, prior to demolition of the existing courthouse building by the Construction Manager, with such abatement to be performed via subcontract to the Construction Manager and/or via partial self-performance of such Work by the Construction Manager itself, is part of the Scope of Work of this Plan. The cost of such abatement Work shall be included in the Initial Guaranteed Maximum Price and Final Guaranteed Maximum Price proposed by the Construction Manager for acceptance by the Owner.

§ 2.5.2 Existing courthouse building demolition, early designated mature tree and landscaping removal, removal and replacement of the 8" city sanitary sewer main traversing the site, all after hazardous materials abatement by the Construction Manager, with such demolition, etc., to be performed via subcontract to the Construction Manager and/or via self-performance of such Work by the Construction Manager itself, is also all part of the Scope of the Work of this Plan. The cost of such Work shall also be included in the Initial Guaranteed Maximum Price and Final Guaranteed Maximum Price proposed by the Construction manager for acceptance by the Owner.

§ 2.5.2 Section 10.3 of the Conditions of the Contract, shall apply to the Preconstruction, Hazardous Materials Abatement and Demolition, and Construction Phases, with respect to hazardous materials during the renovation and new courthouse building construction.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information and decisions with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Final Guaranteed Maximum Price Amendment No. 1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter , the Construction Manager may only request such evidence if(1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's Approved Budget for the Project which shall include (1) the budget for the Cost of the Work, as defined in Section 6.1.1., (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's Approved Budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. The Owner shall provide the Architect and the Construction Manager with an Owner's Approved Budget for construction costs based on a an initial program developed by the Owner and Architect's design team. The Architect and the Construction Manager, under separate agreements, shall work together to ensure that the

evolution of the design achieves the Owner's program intent within the design parameters, all within the Owner's Approved Budget.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish with reasonable promptness the following information or services under the Owner's control and relevant to the Construction Manager's performance of the Work, after receiving the Construction Manager's written request for such information or services. Except to the extent that the Construction Manager knows of any inconsistencies or inaccuracies, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner. Nothing provided by the Owner under this section relieves the Construction Manager of its duty to exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner, via information received from the Architect via Licensed Surveyor retained by the Architect, shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site which the Architect shall obtain from the recorded plat of the site and property from the City Record. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and any adjoining property and structures; designated wetlands, irrigation ditches; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data with respect to existing buildings, other improvements existing on the site, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are reasonably requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, depth of water table, with written reports and appropriate professional recommendations obtained.

§ 3.1.4.4 During the Hazardous Materials Abatement and Demolition and Construction Phases, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to endeavor to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of the Conditions of Contract, the Architect does not have such authority to act on behalf of the Owner, however, the Architect, as set forth in Sections 9.2 and 9.3 specifically and only related to claims as they may develop, has a responsibility to act as Initial Decision Maker. The term "Owner" means the Owner or the Owner's authorized, designated representative.

§ 3.2.1 Legal Requirements The Owner shall furnish all legal, insurance and accounting services, including auditing services, services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect
The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103-2007, Standard Form of Agreement Between Owner and Architect, as amended by the Owner, including any additional

services requested of the Architect by the Owner that are necessary for support of the Preconstruction and Construction Phase services under this Plan. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, upon request by the Construction Manager, and any further modification to the agreement, exclusive of the compensation provisions.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager for services described in Sections 2.1 and 2.2 as follows:

§ 4.1.1.1 Preconstruction Phase services shall be reimbursed through an Open Book, collaborative process relying on the Construction Manager's fee as determined through the RFP process and, as approved by the Owner, are detailed in Exhibit 1; and shall be based on actual costs as provided in Section 4.1.2 below, subject to a not-to-exceed amount of $45,000.

§ 4.1.1.2 Actual compensation shall be evaluated by the Owner based on the Construction Manager's Preconstruction Phase Fee as well as the level of services to be performed, as established during the RFP process in the form of a Schedule of Values proposed by the Construction Manager and approved by the Owner. In the event the Construction Manager fails to provide the resources, expertise, or time commitment to perform appropriate Preconstruction Services, the Owner shall compensate the Construction Manager only for the Preconstruction services that have provided value to the Project, in the Owner's sole discretion.

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost item, as applicable.)

The costs incurred by the Construction Manager for the Preconstruction Phase shall be tracked and submitted to the Owner on a monthly basis for the Owner's review and approval. Actual compensation for Preconstruction Phase services shall be based on the level of the services rendered to the project by the Construction Manager as evaluated by the Owner in accordance with the basis for, and including the Construction Manager's Preconstruction Phase Fee as established in Exhibit 1 to this Plan.

§ 4.1.3 If the Preconstruction Phase services covered by this Plan have not been completed within five (5) months of the date of this Plan, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 The rates of reimbursable compensation for Direct Personnel Expense for Construction Manager's personnel involved in performing the Preconstruction Phase services shall be set forth in the labor burden rate schedule attached in Exhibit 1.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for Preconstruction Phase services shall be made monthly in proportion to such services performed during the month. The Construction Manager shall provide a monthly report to the Owner showing the actual service performance and time commitment provided against an Owner approved Schedule of Values of Preconstruction Work provided to the Owner by the Construction Manager in a form satisfactory to the Owner.

§ 4.2.2 Amounts unpaid thirty (30) days after the approved invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest rate agreed upon.)

Four percent (4%) per annum.

ARTICLE 5 COMPENSATION FOR HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION PHASE AND CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager 's performance of the Contract as defined in this Plan and the Final Guaranteed Maximum Price document Amendment No. 1 to this Plan. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee subject to the not-to-exceed limit of the Final Guaranteed Maximum Price accepted by the Owner.

§ 5.1.1 The Construction Manager's Fee:

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

The Construction Manager's Fee, hereinafter also referred to simply as the Fee, defined as the Construction Manager's contribution to company overhead earned from its performance of services on the Project and profit, was proposed as a percentage during the RFP process and remains, with Owner approval thereof, as a percentage for establishment of the method for calculation of the Fee amount to be contained in the Initial Guaranteed Maximum Price and the subsequent Final Guaranteed Maximum Price. With the establishment of the Final Guaranteed Maximum Price, as accepted by the Owner, the Fee portion therein shall be converted to, and maintained as a lump sum amount that corresponds to the fee percentage applied as calculated at that time. The Construction Manager's Fee, when calculated, shall be based on the said percent mark-up of the Direct Cost of the Work portion of the Final Guaranteed Maximum Price, as accepted by the Owner, excluding Construction Contingency, but including the approved general conditions costs, as, then and thereafter, a not-to exceed Fee amount in total. The Fee shall not be calculated via application of the percentage on insurance premiums, bonds and Construction Manager's Construction Contingency or direct, general conditions or other costs which might be paid from such Construction Manager's Construction Contingency.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work is as follows:

§ 5.1.2.1 Adjustments to Fee shall only be allowed under the following conditions:

§ 5.1.2.1.1 Change Orders approved in writing by the Owner as follows:

§ 5.1.2.1.1.1 For additive change orders, the Construction Manager's Fee shall be increased by the same percentage used to calculate the Fee within the Final Guaranteed Maximum Price, as accepted by the Owner, pursuant the provisions of Article 7 of the Conditions of the Contract.

§ 5.1.2.1.1.2 For deductive change orders, the Construction Manager's Fee shall be decreased by the same percentage used to calculate the Fee within the Final Guaranteed Maximum Price, as accepted by the Owner pursuant the provisions of Article 7 of the Conditions of the Contract.

§ 5.1.2.1.1.3 Fee shall not apply to the Construction Contingency when developing the Final Guaranteed Maximum Price, and Fee shall not apply to the use of the Construction Contingency as it is being expended for and applied to the completion of the Work during the Construction Phase.

§ 5.1.2.1.1.4 No change in the Work, including the materials or labor utilized in connection therewith, shall be the basis of an increase to the Final Guaranteed Maximum Price accepted by the Owner or the Construction Manager's Fee, unless and until said change has been authorized and approved in writing by the Owner, which approval shall not be unreasonably withheld.

§ 5.1.2.1.1.5 If the Owner allows sub-guard insurance, the premium charge included in the Final Guaranteed Maximum Price accepted by the Owner, and any Change Order shall be calculated at the same percentage rate established in the budget for the Final Guaranteed Maximum Price or the percentage rate actually charged by the sub-guard insurer, whichever is the lesser amount.

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

§ 5.1.3.1 The maximum cumulative allowable percent of mark-ups by the subcontractors for changes in the Work shall be **four** percent **(4**%) for overhead expenses, and **seven** percent (**7**%) for profit.

§ 5.1.3.2 The maximum cumulative allowable percent of mark-ups by the subcontractor, sub-subcontractors, vendors and suppliers for changes in the Work shall be a total of **fifteen** percent (**15**%) overhead and profit.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed **seventy five** percent (**75**%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any, shall be as determined in Amendment No. 1 and the attachments thereto.

§ 5.2 Final Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Final Guaranteed Maximum Price set forth in the Final Guaranteed Maximum Price Amendment No. 1, as it may be amended from time to time by the mutual agreement of the parties, and according to the provisions for such potential amendment, via executed Change Order(s), to this Plan. To the extent the sum of the Cost of the Work plus the Construction Manager's Fee exceeds the Final Guaranteed Maximum Price, as accepted by the Owner and thereafter as may be so amended, the Construction Manager shall bear such costs in excess of the Final Guaranteed Maximum Price, as accepted by the Owner or so thereafter amended, without reimbursement or additional compensation from the Owner.

§ 5.2.1.1 The Final Guaranteed Maximum Price shall be calculated based on the following allowable costs and markups:

1. Costs of Direct Work at actual costs secured through the competitive processes required by this Plan;
2. General Conditions costs at actual costs incurred, provided they shall not exceed the General Conditions Cost Budget as outlined in Amendment No. 1 and described in Section 2.2.3.2. Any changes to the established basis for General Conditions costs shall be made only within an authorized Change Order executed and issued in accordance with the Contract Document;
3. Construction Manager's Fee (computed as provided in Section 5.1.1);
4. Construction Contingency as outlined in Section 2.2.4;
5. Applicable taxes, insurance, bonds and permit fees; and
6. Allowances.

§ 5.2.1.2 All savings not applied to the actual cost of the Work of the Project and thus representing the true final difference between the actual final cost of the Work of the Project and the approved Final Guaranteed Maximum Price as accepted by the Owner and thereafter amended, as provided in the Contract Documents via all executed Change Orders, shall remain one hundred percent (100%) with the Owner. There is no provision for shared savings of any unused or unallocated portion of the Final Guaranteed Maximum Price in this Plan.

§ 5.2.2 The Final Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of the Conditions of the Contract. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, which adjustment shall not unreasonably be withheld by the Owner.

§ 5.3.2 Adjustments to the Final Guaranteed Maximum Price on account of changes in the Work ordered by a

Construction Change Directive, as defined in Section 7.3 of the Conditions of the Contract, subsequent to the execution of the Final Guaranteed Maximum Price Amendment No. 1, may be determined by any of the methods listed in Section 7.3.3 of the said Conditions of the Contract and when determined, shall be confirmed in a Change Order in accordance with Section 7.3.10 of the said Conditions of the Contract.

§ 5.3.3 Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts as approved in writing by the Owner. Subcontract and purchase order adjustments to contracts not awarded on the basis of cost plus a fee shall not be made without either a guaranteed maximum price or a fixed price for the adjusted work.

§ 5.3.4 In calculating adjustments to the Final Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above referenced provisions of the Conditions of the Contract, shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Plan, and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Plan.

§5.3.5 (Intentionally Deleted.)

§ 5.3.6 Change Orders shall be governed per the terms of Article 7 of the Conditions of the Contract. All requests for Changes in the Work shall be entered in the Construction Manager's Change Order log with an estimated or actual incurred cost by the Construction Manager with accompanying designation of whether the logged cost is an estimated amount or actually incurred cost of the Change Order, summed to a grand total amount for each category, be it estimated total or actual total. A copy of each log shall be available to the Owner and Architect during the weekly Owner/Architect/Construction Manager (OAC) meetings and at other times upon request by the Owner. Written documentation for the Construction Manager to be authorized, upon review and approval, by the Owner to perform added Work shall be prepared timely by the Construction Manager and presented with adequate detail to the Owner for written approval. The detail shall provide adequate information to allow the Owner to fully understand the impact of the proposed change as it relates to cost, schedule impact, and quality expectations, as applicable.

ARTICLE 6 COST OF THE WORK

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work, including Preconstruction Phase and Construction Phase Work. Such costs shall be at rates no higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval, in writing, prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Final Guaranteed Maximum Price Amendment No. 1.

§ 6.2 Labor Costs

§ 6.2.1 Actual and justifiable wages paid to construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, in accordance with the approved hourly billing rates reflected in Exhibit 1, attached hereto, which include all labor burden. Labor costs must be supportable through Certified Payrolls, if requested by the Owner. Administrative markups, other indirect burdens, bonuses, profit sharing or fees shall not be reimbursable as labor rates.

§ 6.2.2 Actual and justifiable wages or salaries paid to the Construction Manager's supervisory and administrative personnel when stationed at the site, or with the Owner's prior written approval, for the Construction Manager's staff specifically performing Project-related services at the Project site or in the Construction Manager's offices, all at actual costs without administrative mark-ups, added burdens, bonuses, profit sharing or added fees. The Owner may consider fixed billable rates for these personnel. The billable rates, if approved in writing by the Owner, shall be calculated at actual direct costs. Under no circumstances shall salaried employees be compensated for overtime without the Owner's

prior written approval.

(If it is intended that the wages or salaries of certain non-supervisory staff personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work only if approved in advance, in writing by the Owner, shall be identified in Section 11.5 below.)

§ 6.2.3 Actual and justifiable wages or salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, 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 , in accordance with the hourly billing rates reflected in Exhibit 1, attached hereto, which include all fringe benefits and labor burden. Under no circumstances shall salaried employees be compensated for overtime without the Owner's prior written approval.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions actually provided by Construction Manager, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1through 6.2.3. No added markups for administrative expenses, administrative mark-ups directly within wages, overhead, profit, bonuses, profit sharing, cell telephones or vehicle reimbursement shall be included as a component of any of the rates allowed under Sections 6.2.1 through 6.2.4.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, shall not be reimbursable as a Cost of the Work and shall not be allocated to, or included within, the wages, salaries or hourly billing rates reflected on Exhibit 1. Bonuses, profit sharing and other discretionary incentive compensation must be included in the Construction Manager's Fee, if provided.

§ 6.2.6 Owner may audit or pre-audit the billable rates proposed by Contractor for the categories of Costs described in this Section 6.2. In connection with such audit, Owner may, at its option, pre-approve appropriate annual escalation adjustments for such rates. The approved rates shall remain in effect for the duration of the Project subject only to adjustments approved from time to time by the Owner. All taxable payroll, benefits, taxes, fringe benefits, and burdens will be based on the Construction Manager's actual and auditable cost and will include all insurance modifiers, scheduled credits, premium discounts, and other actual cost modifications, return premiums, dividends, etc. Actual and auditable cost will take precedence over any labor related schedules in proposals or attachments to this Plan.

§ 6.2.7 In the event that a Sub-guard insurance program is proposed by the Construction Manager, the Owner shall determine if this program is acceptable for the Project. If a sub-guard insurance program is approved in writing by the Owner, the approved markup as a percent of subcontract value shall be not more than ___%, and shall apply only to subcontracts in excess of $50,000. Sub-guard markup shall not be applied to Construction Manager's Fee, general condition costs, insurance, bonds or self-perform Work.

§ 6.3 Subcontract Costs
Payments made by the Construction Manager to subcontractors in accordance with the requirements of the subcontracts entered into in accordance with the provisions of this Plan, including the cost of Subcontractor payment and performance bonds.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment already incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion

of the Work or, only at the Owner's expressed option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, vehicle and/or vehicle allowance costs for Construction Manager's supervisory personnel to the extent directly attributable to the Project, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager 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 Construction Manager shall mean fair retail used equipment market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the wholesale purchase price of any comparable item. The rates charged for equipment owned by the Construction Manager or any affiliate of the Construction Manager, and the quantities of such equipment to be used on the Project shall be subject to the Owner's prior written approval. Notwithstanding any such approval, the rates for such equipment to be utilized on the Project shall be 75% or less than competitive rates available to Construction Manager for the same or comparable equipment and shall not exceed the limit provided in Section 5.1.4. Otherwise, the Construction Manager shall rent the equipment from an outside rental company.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal or transport for purposes of recycling of materials as provision therefore may be established in the Work specifications and other Contract Documents when completed.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 As a component of general conditions costs, subject to the limitation of the General Conditions Cost Budget, that portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, with Owner's prior written approval for such travel. Payment for Travel and Business Related Expenses shall be reimbursed at actual costs without mark-ups. Travel expenses for the Construction Manager's Executives and Officers will not be reimbursed under any circumstances, unless they are assigned full-time on-site to the Project. Travel expenses shall be at standard commercial rates and based on proper timely planning to avoid premiums for last minute scheduling. Per mile vehicle mileage reimbursement charges shall be made at the current rate allowed by the Internal Revenue Service.

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

§ 6.5.7 The Construction Manager shall provide for temporary office space and utilities for one (1) staff member between the Owner and the A/E team within the temporary site office compound, and include these costs within the General Conditions estimate. The Construction Manager shall provide data lines but will not be required to provide computers for the Owner or A/E team. This space shall include desks, chairs and miscellaneous supplies as well as provide access to copiers and printers in a clean and well lighted environment.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract at actual costs without any mark-ups for administrative costs, overhead, profit or other fees. Premiums for self-insurance for full or partial amount of the coverage required by the Contract Documents may be

included only with the Owner's prior written approval and are fully auditable. All insurance and bond costs are to be at actual and auditable cost inclusive of all premium adjustments, credits, and/or rebates. Actual and auditable cost will take precedence over any proposals or attached stipulated rates or schedules. This is to include Subguard, or any other surety or surety substitute product.

§ 6.6.2 Sales, use, value added or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable, provided however, any taxes paid or reserves set aside or included in a burden rate for future payment by Construction Manager relating to its income shall not be deemed Cost of Work.

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

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of the Conditions of the Contract, or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Final Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the Conditions of the Contract, or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, specifically related to the Work, with the Owner's prior approval, provided that such costs are included in the General Conditions Cost Budget.

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

§6.6.8. (Intentionally Deleted.)

§ 6.6.9 The Owner will not pay for relocation and temporary living unless this was clearly included within the proposed general conditions costs at the time of Construction Manager's selection for award and was specifically approved in writing by the Owner. If, in principal, as a component of general conditions cost, subject to the limitation of the General Conditions Cost Budget, expenses are to be incurred by the Owner, they shall be based in accordance with the Construction Manager 's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work which provisions shall be provided to the Owner for review and approval by the Owner in writing. These costs, as approved by the Owner, shall be set forth in Exhibit 1, and included within Amendment No. 1.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 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 Section 10.4 of the Conditions of the Contract, unless such emergency was caused by the act or negligence of the Construction Manager and/or its subcontractor or supplier, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, subcontractor, supplier or other source.

§ 6.7.3 Costs of the repairing or correcting damage or non-conforming Work executed by the Construction Manager, subcontractor or supplier provided that repair or correction of such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, subcontractor, supplier or other source.

§ 6.7.4 (Intentionally Deleted.)

§ 6.8 Costs Not To Be Reimbursed

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

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project site office, except as specifically provided in Section 6.2, or as may be provided in Article 11. All costs for officers of the Construction Manager's firm and or project Executives shall be included within the Construction Manger's Fee and otherwise shall not be reimbursable unless specifically approved otherwise in writing by the Owner through Amendment No.1;
2. Expenses of the Construction Manager's principal office and offices other than the site office;
3. Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
5. Except as provided in Section 6.7.3 above, costs due to the negligence or failure of the Construction Manager 's self-perform Work, or subcontractors, or anyone directly or indirectly employed or contracted with by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
6. Any cost not specifically and expressly described in Sections 6.1 to 6.7;
7. Costs that would cause the Final Guaranteed Maximum Price, as defined in Section 5.2 of this Plan, to be exceeded;
8. Costs for services incurred during the Preconstruction Phase;
9. Except as provided in Section 6.7.3 above, costs for repairing or correcting damaged or non-conforming Work executed by Construction Manager's self-perform Work, or by its subcontractors. The costs of the management effort direct toward such repair or correction of damaged or non-conforming Work only is allowed to be charged, provided such management cost is within the not-to-exceed general conditions costs and within the established Final Guaranteed Maximum Price;
10. Costs incurred by the Construction Manager or its Subcontractors for the implementation of warranty work;
11. Bonuses, profit sharing, incentives and any another related discretionary costs paid to anyone hired by the Construction Manager or paid to any subcontractor or supplier, and;
12. Any bonuses, profit sharing, incentives and any other related discretionary costs awarded to employees or Owners or Officers of the Construction Manager. These costs shall be the responsibility of the Construction Manager and not reimbursable from the Owner as a Project related cost other than as may be earned for such distribution from the proceeds of the Construction Manager's earned fee.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained for the benefit of the Owner.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity

having common or partially common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee to the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager 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, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a subcontractor, according to the terms of Sections 2.3.2.1., 2.3.2.2 and 2.3.2.3. If the owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts in accordance with Generally Accepted Accounting Principles (GAAP) 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 Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, subcontractor's proposals, purchase orders, vendor's quotes, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ 6.11.1 Audits The Construction Manager 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, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract.

(a) Construction Manager's records shall include full project accounting records including project actual cost detail transaction/payroll detail reports (cost reimbursable and lump sum portions of the Project) or any other Project related data/reports as requested (hard copy, as well as computer readable data), full and detailed substantiation as requested for all reimbursable costs, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets correspondence; change order files (including documentation); general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence necessary to substantiate charges related to this Plan (all foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (1) Construction Manager's compliance with this Plan, and (2) compliance with provisions for Change Orders, payments or claims submitted by the Construction Manager or any of its subcontractors or other payees.

(b) Such audits may require inspection and copying from time-to-time and at reasonable times and places of any and all such information, materials and data as set forth above of every kind and character. Such records subject to audit shall also include those records necessary to evaluate and verify direct costs (including overhead allocations) as they may apply to costs associated with this Plan.

(c) Owner's agent or its authorized representative shall have reasonable access at reasonable times to the Construction

Manager's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Plan, may contact subcontractors or other vendors related to the Project, shall have access to all necessary records, shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Section, and will be provided support from the Construction Manager's staff as required. In the event that Construction Manager does not provide such access and/or all necessary records or support upon reasonable notice to Construction Manager by Owner (at least seven (7) business days), Construction Manager shall be responsible for the reasonable actual cost of Owner's fees and any associated expenses for any attempted audit which cannot be completed for such reasons. Early in the Project audits, interim audits, and final audits may be performed by the Owner, or its representative.

(d) If, at the conclusion of any audit performed as set forth herein, the audit discloses overcharges by the Construction Manager to the Owner that are (i) proven in the reasonable discretion of Owner (of any nature) and (ii) in excess of two (2%) percent of the total Cost of Work, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Construction Manager within thirty (30) days of submission. Any adjustments and/or records due to the overcharges shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Owner's findings to Construction Manager.

(e) The Construction Manager shall provide the Owner with an executed copy of any subcontracts, (with subcontractors, material-men, suppliers or other vendors of services, supplies or materials) including Change Orders or other contracts and/or any document required entered into in furtherance of the Work, if specifically requested by the Owner, and shall make all of its subcontractors and other commitments subject to this Section. Owner may audit the subcontractor's books and records for the purpose of determining compliance with change order pricing, progress payments, invoicing and conformance with the Contract Documents and specifications. If further inquiry is needed, Owner, using its reasonable discretion, may request other books and records. Nothing in a contract between subcontractor and Construction Manager may override this provision. Early Project audits, interim audits, and final audits may be performed by the Owner, or its representative.

§ 6.11.2 Equipment purchased and charged to the Project as a Cost of the Work shall become the property of the Owner. Any lease/purchase rental arrangements must be disclosed to the Owner in a timely manner. If the Construction Manager purchases equipment under a lease/purchase arrangement whereby rental payments are charged to Owner as a Cost of the Work, an appropriate credit shall be given to the Owner for the fair market value of the equipment at the time it was last used on the Project. For Construction Manager-owned equipment, the Construction Manager shall maintain daily equipment usage reports. The equipment use reports shall be used by the Construction Manager to determine the most economical billing rate (hourly, weekly, monthly) to the Owner.

ARTICLE 7 PAYMENTS FOR HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION PHASE CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

§ 7.1.2.1 The Construction Manager shall, during the last week of each month, meet with the Architect and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft pay request indicating the total estimated value of the Work completed through the end of the current calendar month . This draft pay request shall include the value of all materials and equipment suitably stored at the jobsite or at an approved location. Such draft will set forth the dollar amounts of completion for each portion of the work, including a prorated share of the Construction Manager's Fee, less applicable retention. The approved draft will then be refined with all required and necessary supporting documentation and made in final form into a formal Application for Payment and will be submitted to the

Owner for processing and payment.

§ 7.1.2.2 The draft pay request shall include detailed documentation supporting the amount requested, including at least the following: Individual subcontractor detailed applications, invoices, ledgers, payroll documentation, and all other information requested by the Owner and relevant and suitable to a complete, Open Book guaranteed maximum price project delivery method where all costs must be justified prior to reimbursement. Each Application for Payment must include Lien Waivers as defined in Section 2.2.3.10, including but not limited to those outlined in Section 9.3.4 of Conditions of the Contract.

§ 7.1.2.3 Subcontractors, vendors and suppliers shall be compensated within seven (7) day of the date that the Construction Manager has been compensated for such subcontractors', vendors' and suppliers' work or materials deliveries. Construction Manager shall not invoice for subcontractors', vendors' or suppliers' work for which it does not intend to pay within such seven (7) day period.

§ 7.1.3 Provided that an Application for Payment is approved by the Owner and Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 1st day of the following month. If an Application for Payment is received by the Architect and approved by the Owner after the 1st day of the month, payment shall be made by the Owner not later than thirty (30) days after the Architect received and Owner approved the Application for Payment. No Application for Payment shall be deemed complete and approved until all documentation required to be supplied in connection therewith, by the Contract Documents, including all pertinent lien waivers, has been furnished to the Owner in correct form. If specific lien waivers or other proper documentation has not been provided as required, that subcontractor's portion of the Application for Payment shall be removed from the current Application and must, thereafter, be included within a future Application for Payment.

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

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager and approved by the Architect and the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Final Guaranteed Maximum Price among the various portions of the Work. The Construction Manager's Fee shall be shown as a single, separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment during the Construction Phase. The schedule of values shall also provide a separate identifying breakout for each subcontract or purchase order, and identify specific holds related to each subcontractor's scope of work, and shall clearly define self-perform Work and/or Work not yet assigned.

§ 7.1.6 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 Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Final Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Final 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the Conditions of the Contract. With respect to the costs attributed to general conditions cost items, it is agreed that approved general conditions cost line items amounts shall be payable on a monthly basis, based upon actual documented expenses associated with the general conditions costs up to the established not-to-exceed cap for this general conditions Work. Construction Manager shall supply Owner with complete, back-up documentation materials substantiating general conditions costs on a monthly basis. If the general conditions costs, as a percent of the Work complete, substantially exceed the percent of all other Work billed on the project, the Owner may elect to modify future general conditions disbursements on a monthly basis to allow for adequate general conditions funds to be available to complete the Project;

2. Add that portion of the Final Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of ten percent (10%). The Construction Manger's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion:
4. Subtract retain age of ten percent (10%) from that portion of the Work that the Construction Manager self-performs;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Architect, the Owner or the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the Conditions of the Contract.

§ 7.1.8 The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to subcontractors. Ten percent (10%) retainage shall be held by the Owner on amounts payable under subcontracts. The Construction Manager shall execute subcontracts in accordance with such agreed upon procedures and retainage provision. With the Owner's prior written approval, provided the Construction Manager determined, in its opinion, that a particular subcontractor is performing satisfactorily, the Construction Manager may request approval to discontinue future retainage withholding once such subcontractor's work achieves fifty percent (50%)completion, but the Owner will, acting in its sole discretion, make the final determination on any such reductions of retainage.

§ 7.1.9 Except with the Owner's prior written approval, the Construction Manager not may make advance payment for Work, materials, or equipment expecting reimbursement by the Owner; unless and until: (1) with respect to Work, the Architect has certified the completion of the portion of the Work sought to be reimbursed for payment, (2) with respect to materials, such materials are stored materials; and (3) with respect to equipment, the Construction Manager certifies that such equipment was utilized in Work performed during such period.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections, or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager 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.

§ 7.1.11 With each Application for Payment, the Construction Manager shall submit the Lien Waivers in the forms attached under Amendment No. 1 and as further required by Section 9.3.4 of the Conditions of the Contract.

§ 7.1.12 With each Application for Payment, the Construction Manager shall submit copies of each subcontractor's original invoice together with Construction Manager's invoice for Self Perform Work, all with required, detailed, supporting documentation substantiating the Application to the Owner. Each such invoice shall provide all of the information as to the portion of the Work for which payment is being requested, that is required to be reported and shown in the Construction Manager's Application for Payment, including without limitation, the amount of the original subcontract, all change orders (itemized) to such subcontract, the current contracted amount of the subcontract, all amounts previously requested and paid pursuant an approved Application for Payment, the amount now applied for as due and owing under that subcontract, the percentage of Work completed pursuant such subcontract, and the percentage of Work reflected by the current amount due.

§ 7.1.13 With each Application for Payment , if requested by Owner, the Construction Manager shall submit its own invoices pertaining to each category of Self Perform Work for which Construction Manager is requesting payment. These invoices shall show all information required to be shown on each subcontractor invoice, together with a list of employees and others performing the Self Perform Work, showing for each, the number of hours worked, the Work performed, the wage rate, with the approved wage-burden rate identified, and copies of invoices received by Construction Manager for each category of Self Perform Work for expendable supplies, materials, rental of equipment, and other portions of the Self Perform Work provided by third parties.

§ 7.1.14 With each Application for Payment Construction Manager shall submit an affidavit of payments disbursed in a form determined by the Owner, with respect to all prior payments made by Owner.

§ 7.1.15 As used herein, Stored Materials shall be materials required for the Project which are either; (1) store on the project site; (2) stored off-site with the written approval of Owner and for which the Owner has received a certificate of insurance evidencing coverage of the full replacement value of such materials, all satisfactory to the Owner. No materials intended to be used in the Project are to be stored off-site without the Owner's written approval, which may be withheld in the Owner's discretion; or without full replacement insurance coverage. Unless materials are Stored materials, the Owner will not be responsible for the payment for such materials and will not be considered the owner, receipt, or beneficiary of such materials for purposes of liens or insurance.

§ 7.1.16 Warranties of Construction Manager. In addition to those warranties and warranty provisions set forth in the Conditions of the Contract, the Construction Manager's submittal of each Application for Payment pursuant to Paragraph 9.3 of the said Conditions of the Contract, and the Architect's approval thereof shall constitute the warranty and representation of Construction Manager that:

§ 7.1.16.1 The Work for which payment is requested has been completed in accordance with the Construction Documents and in a good workmanlike manner, with new, first-class materials, and is free from all defects in workmanship or materials (except defects, if any, which cannot be discovered by inspection, none of which are known or suspected to exist);

§ 7.1.16.2 All amounts paid to Construction Manager on account of the work of subcontractors, vendors, and suppliers have been paid by the Construction Manager to those subcontractors, vendors and suppliers in accordance with prior Applications for Payment;

§ 7.1.16.3 Each subcontractor or material-man for which a payment is requested is entitled to receive such amount under its Subcontract or purchase order/contract;

§ 7.1.16.4 The Construction Manager, on a monthly basis, shall review all payments made to subcontractor and sub-subcontractors and ensure that all appropriate Lien Waivers have been provided for all Work, materials, and equipment performed on, or provided to the Project and paid for by the Owner. The Construction Manager shall immediately notify the Owner of the failure of any subcontractor or sub-subcontractor to provide such Lien Waivers and shall diligently pursue obtaining same.

§ 7.1.17 Additional Assurances

§ 7.1. 17.1 The Construction Manager shall, in each subcontract, reserve the right to require additional assurances, from the subcontractor and its sub-subcontractors, beyond those provided for in this Plan as to the proper delivery and receipt of payments.

§ 7.1.17.2 The Owner reserves the right to require, upon written request, additional assurances, from the Construction Manager, its subcontractors and the sub-subcontractors, beyond those provided for on this Plan as to the proper delivery and receipt of payment, including, but not limited to, requiring checks drawn by the Construction Manager be made payable jointly to Construction Manager and the payment recipient.

§ 7.2 Final Payment

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

1. the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of the Conditions of the Contract, and to satisfy other requirements, if any, which necessarily survive final payment;
2. the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment approved by the Owner; and
3. a final Certificate for Payment has been issued by the Architect.

To the extent any of the Work is determined to be incomplete or unacceptable, the Owner may make final payment and withhold an amount equal to three hundred percent (300%) of the cost of completing or correcting such incomplete and unacceptable Work, as reasonably estimated by the Owner. If the Owner withholds amounts for incomplete or unacceptable wok, the Owner shall pay such amounts within thirty (30) days of (1) the satisfactory completion of all of said Work, and (2) the Architect's certification that all of the Work has been completed and corrected in accordance with the Contract Documents.

Final Payment will also be subject to the Construction Manager providing red-lined, as-built, record drawings to the Architect for its preparation of Mylar drawings and electronic files.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner 's auditors will review and report in writing on the adequacy and completeness of the Construction Manager's final accounting within sixty (60) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work accounting as the Owner's auditor's report to be substantiated by the Construction Manager, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven (7) days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding such certificate as provided in Section 9.5.1 of the Conditions of the Contract.

§ 7.2.3 If the Owner's auditor reports that the Cost of the Work it deems as substantiated to be less than the Cost of the Work claimed by the Construction Manager as substantiated, the Construction Manager shall be entitled to request negotiation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of the Conditions of the Contract. A request for negotiation shall be made by the Construction Manager within thirty(30) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request negotiations within this thirty (30) day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount achieved via negotiation, the Owner shall pay the Construction Manager the amount certified by the Owner's Auditor.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work discovered after final payment was made, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Final Guaranteed Maximum Price.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of the Conditions of the Contract.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of the Conditions of the Contract.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

§ 8.1 INSURANCE REQUIRED OF THE OWNER AND CONSTRUCTION MANAGER

§ 8.1.1 Workers Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverage and limits for such insurance shall be as follows:

§ 8.1.2 Commercial General Liability including coverages for Premise-Operations, Independent Contractors' Protective, Product – Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosions, Collapse and Underground Hazards):

$1,000,000 – Each Occurrence
$2,000,000 – General Aggregate

Such insurance shall include the Owner along with each of their employees and agents as additional insureds and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Owner. Construction Manager shall maintain this insurance for the duration of the applicable Colorado statute of repose.

1. The policy shall be endorsed to have the General Aggregate apply to this Project only;
2. Products and Completed operations insurance shall be maintained for a minimum of at least eight (8) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier;
3. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Article 11 of the Conditions of the Contract.

§ 8.1.3 Automobile Liability (owner, non-owned and hired vehicles) for bodily injury and property damage:

$1,000,000 Each Accident

§ 8.1.4 Other Coverage:

Workers Compensation – Limits as required per the State of Colorado
Builders Risk – Completed Value of Project (by Construction Manager)
Umbrella Excess liability - $5,000,000.

(If umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies. If Project Management Protective Liability Insurance is to be provided, state the limit here.

§ 8.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Preconstruction Phase and Construction Phase, the Owner shall purchase and

maintain liability and property insurance, including waivers of subrogation, as set forth in Section 11.3 of the Conditions of the Contract. Such insurance shall be written for not less than the following limits, or greater if required by law:

§ 8.2.1 Property Insurance:
$25,000 Deductible per Occurrence
$50,000 Aggregate Deductible

§ 8.2.2 Boiler and Machinery insurance with a limit of:
(If not a blanket policy, list the objects to be insured.)

§ 8.3 PERFORMANCE BOND AND PAYMENT BOND
§ 8.3.1 The Construction Manager shall, at the Owner's discretion, furnish separate bonds covering faithful performance of the Contract and of obligations arising there under. Bonds may be obtained through the Construction Manager's usual source. The amount of each bond shall be equal to I00% of the Contract Sum.

§ 8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

§ 8.3.3 (Intentionally Deleted.)

§ 8.3.4 A sub-guard program requires the Owner's prior written approval.

ARTICLE 9 DISPUTE RESOLUTION
§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of the Conditions of the Contract. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Plan shall not apply.

§ 9.2 Claims subject to dispute resolution shall be resolved by :
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of the Conditions of the Contract, AIA Document A201-2007, as amended by the Owner.

X Litigation in a court of competent jurisdiction, with venue in Gunnison County, Colorado, District Court.

☐ Other(Specify).

§ 9.3 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of the General Conditions for Claims arising from or relating to the Construction Manager's Hazardous Material Abatement and Demolition Phase and Construction Phase services, unless the parties appoint below another individual, not a party to the Plan , to serve as the 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.)

When the Architect serves as the initial Decision Maker, the initial Decision Maker shall not obligate the Owner in terms related to cost, schedule, or quality without the Owner's prior written authorization.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Final Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Final Guaranteed Maximum Price Amendment, the Owner may, for the Owner's convenience and without cause, terminate performance of this Plan upon not less than seven (7) days' written notice to the Construction Manager, and the Construction Manager may terminate performance of this Plan, upon not less than seven (7) days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of the Conditions of the Contract.

§10.1.2 In the event of termination of this Plan pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed and which provided value to the Owner prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Final Guaranteed Maximum Price Amendment , the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2 for Preconstruction Phase services rendered:

1. Take the Cost of the Work for Construction Phase services incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work for Construction Phase services to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager'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 the cost of the work contained in the budget for the Initial Guaranteed Maximum Price or the most recent budget approved by Owner; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all necessary steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts and/or purchase orders. All subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above and allowing for further potential assignment by the Owner.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner shall reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement (excluding amounts included in the Cost of the Work under Section 10.1.3.2) if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Plan not been terminated, the Construction Manager shall terminate the subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the direct, justifiable costs incurred pursuant the subcontract, purchase order or rental agreement because of such termination, provided that Owner is obligated to make such payment only if the Owner had executed an Authorization Letter approving Construction Manager's undertaking liability pursuant such agreement.

§ 10.2 Termination Subsequent to Establishing Final Guaranteed Maximum Price

Following execution of the Final Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of the Conditions of the Contract.

§ 10.2.1 If the Owner terminates the Contract after execution of the Final Guaranteed Maximum Price Amendment, the

amount payable to the Construction Manager pursuant Sections 14.2 and 14.4 of the Conditions of the Contract, shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Plan.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Final Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of the Conditions of the Contract, shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and I0.1.3 of this Plan.

§ 10.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of the Conditions of the Contract. In such case, the Final Guaranteed Maximum Price shall be increased and Contract Time shall be extended as provided in Section 14.3.2 of the Conditions of the Contract.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Plan shall have the same meaning as those in the Conditions of the Contract. The following additional provisions shall also apply:

§ 11.1.1 Attorney's Fees. If either party to this Plan engages legal counsel to enforce any terms or conditions of this Plan , the initiation of any arbitration, legal proceedings or other defense thereof, including any appeals, the party, if any, prevailing on the more substantial part of its claims and defenses shall be entitled to prompt payment and reimbursement in full for its reasonable attorney's fees and expenses.

§ 11.1.2 The proposed Project on-site staff, including at a minimum, the Project Manager and Superintendent shall be committed to the Project full-time for the duration of the Construction Phase of the Project and shall not be reassigned without the Owner's prior written approval.

§ 11.1.3 Owner-requested Alternates shall include adjustment for Fee based, on the adjustment in the Cost of the Work for the Alternate. Owner –Requested Alternate may include adjustments to the General Conditions Budget only if the selection of the Alternate would substantially affect the construction schedule. Construction Manager's Voluntary Alternates shall consider all related costs, including impacts to design and Owner's other costs that may be a result of implementation.

§ 11.1.4 The Owner desires to retain the Construction Manager for the Construction Phase, but nothing contained herein shall obligate Owner to do so. Should the Owner not be able, for reasons outside the control of the Owner, potentially involving components of the full funding of the Project and/or requirements of grant application processes for potential partial grant funding to be pursued, to seamlessly and immediately trigger the Construction Phase; or if, for any other reason not anticipated at this time, should the commencement of the Construction Phase need to be postponed after completion of Preconstruction Phase Services, the Owner hereby must and does reserve the exclusive right to entirely re-compete the Work of the Construction Phase in the CM/GC marketplace, or alternatively in the Owner's sole discretion, to potentially and if allowed by said funding and grant award processes, otherwise re-negotiate the terms of this Plan pertaining to the planned Construction Phase with the CM/GC awarded the Work of the Preconstruction Phase and that is party to this Plan.

§ 11.2 Ownership and Use of Documents
Section 1.5 of the Conditions of the Contract shall apply to both the Preconstruction and Construction Phases, if, at the election of the Owner, the Construction Phase is commenced via issuance of a Notice to Proceed with the separate Work of the Construction Phase, issued to the Construction Manager.

§ 11.3 Governing Law
Section 13.1 of the Conditions of the Contract shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Plan. Neither the Owner nor the Construction Manager shall assign this Plan without the written consent of the other, except that the Owner may assign this Plan to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Plan. Except as provided in Section 13.2.2 of the Conditions of the Contract, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all of its obligations under the Contract.

§ 11.5 Liens
The Construction Manager shall indemnify and hold the Owner harmless from all liens and other encumbrances against the Owner's property or facilities relating to the work on account of debts or claims alleged to be due from the Construction Manager or its subcontractors to any persons, and Construction Manager shall defend at its own expense any claim or litigation in connection therewith, except to the extent the same is caused solely by the Owner's wrongful withholding of payments due the Construction Manager.

§ 11.6 WAIVER
No waiver by either party of any breach by the other party of any of the provisions of the Contract Documents shall be construed as a waiver of any subsequent breach. No provisions of the Contract Documents or obligations of a party arising with respect to this Plan shall be deemed to have been waived by a party unless such waiver is in writing and signed by the party to be bound thereby. No waiver by a party in any instance shall constitute a waiver by such party in any similar or different instance.

§ 11.7 NO PARTNERSHIP
The parties are independent and this Plan shall not be construed to create any partnership, agency, joint venture or other relationship. Nothing contained in this Plan or the Statement of Work shall create a relationship between the Owner and anyone else not a party to this Plan or create a cause of action against the Owner in favor of anyone not a party to this Plan.

§ 11.8 SURVIVAL
Notwithstanding the termination of this Plan, any duty or obligation which has been incurred and which has not been fully observed, performed, or discharged, and any right, unconditional or conditional, which has been created and has not been fully enjoyed, enforced, or observed, performed, or satisfied (including but not limited to the duties, obligations, and rights with respect to confidentiality)shall survive such expiration or termination until such duty or obligation has been fully observed, or discharged and such right has been enforced, enjoyed, or satisfied.

§ 11.9 ENFORCEABILITY
In the event that any of the provisions, or portions or applications thereof, of this Plan are held to be unenforceable or invalid by any court of competent jurisdiction, the Construction Manager and Owner shall negotiate an equitable adjustment in the provisions of this Plan with a view toward effecting the purpose of this Plan, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

ARTICLE 12 SCOPE OF THE PLAN
§ 12.1 This Plan and the documents enumerated in section 12.2, and the individual Contracts for each Phase collectively constitute the Contract Documents and represent the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Plan may be amended only by written instrument signed by both Owner and Construction Manager.

§12.2 The following documents, which includes this Plan and the individual Contracts for each Phase collectively constitute the Contract Documents:

1. Plan between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Final Guaranteed Maximum Price.

2. AIA Document A201 -2007, Conditions of the Contract for Construction, as modified by the Owner.
3. AIA Document E201 -2007. Digital Data Protocol Exhibit, if completed, or the following :
4. AIA Document E202-2008. Building Information Modeling Protocol Exhibit, if completed, or the following:
5. Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit 1 which includes:

- Attachment A – Budget Summary , a detailed estimate stating the Construction Manager's Fee, General Condition s Costs, Insurances and Bond Costs, as required:
- Attachment B – General Conditions Budget, a detailed listing of anticipated general conditions costs;
- Attachment C – Labor Burden Rates;
- Attachment D - Staff Assignments;
- Attachment E – *(Not used.)*
- Attachment F - Responsibility and Budget Matrix ;
- Attachment G - A list of the clarifications and assumptions;
- Attachment H - Project Schedule;
- Attachment I – *(Not used.)*
- Attachment J – *(Not used.)*
- Attachment K – The list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Initial Guaranteed Maximum Price proposal ; and
- Attachment L - A list of all Construction Manager provided equipment along with billable rates.

- When executed, Amendment No.1 and the Attachments listed in Section 2.2.3 of this Plan.

This Plan is acknowledged as of the day and year first entered above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Matthew Birnie, County Manager
(Printed Name and Title)

James M. Johnson, President/CEO
(Printed Name and Title)

CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

Replacement of the Gunnison County Courthouse Building Facility
200 E. Virginia Avenue, Gunnison, Colorado 81231

THE OWNER:
(Name, legal status and address)

Gunnison County, Colorado
200 E. Virginia Ave. Gunnison, CO 81230
Mr. Matthew Birnie, County Manager and Owner's Project Representative

THE ARCHITECT:
(Name, legal status and address)

Roth Sheppard Architects, LLP
1900 Wazee Street, Suite 100
Denver, CO 80202
Mr. Herb Roth, Principal

The Owner's Project Consultant Firm (not a party to this Agreement) is:
(Name and address)

MJM Project Consulting, LLC
c/o Michael J. Mismash
7400 W. Grant Ranch Blvd. No. 23
Littleton, CO 80123
Attention: MJM Project Consulting, LLC

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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 Plan between the Owner and Construction Manager (hereinafter the Plan) and consist of the Plan, these Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Owner's Project Manuals, Addenda issued prior to execution of the individual Contracts with Construction Manager, and other documents listed in the Plan 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 Plan, 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 Construction Manager's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents 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 Construction Manager 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 Construction Manager. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

§1.1.3.1 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations. The Work, which may constitute the whole or a part of the Project, shall include construction and services provided by the Construction Manager, Subcontractors and Sub-subcontractors, suppliers, vendors and others required by the Construction Manager as necessary for the Construction Manager to fulfill the Construction Manager's obligations.

§1.1.3.2 The Construction Manager shall undertake and complete the Work as an independent Construction Manager and not as an agent of the Owner to the complete satisfaction of the Owner and the Architect. Construction Manager shall faithfully and diligently perform and complete the Work and its obligations under this Contract in strict compliance with and subject to each of the provisions of the Contract to the fullest extent that such provisions are applicable to the Work. Any Work performed by the Construction Manager that is not part of the Work as described in the Contract Documents will be at the sole risk and expense of the Construction Manager, unless such additional work is approved in writing through a change order.

§ 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. Instruments of Service are created at the direction of the Owner and therefore the Owner shall have complete ownership and control of the Instruments of Service.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Plan to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker for this Project shall be Mr. Herb Roth, Project Architect. The Owner reserves the right to reassign the role of Initial Decision Maker to another person or entity.

§1.1.9 THE PROJECT MANUAL
The Project Manual is a document prepared for the Work which may include the bidding requirements, sample forms, conditions of the Contract and Specifications.

§ 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 Construction Manager shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there is a conflict or discrepancy within the Contract Documents, the Construction Manager shall be responsible for notifying the Owner and Architect immediately. The Architect, in collaboration with the Owner, shall then determine which Contract Document(s) shall govern. As the Construction Manager is to assume the longest schedule and the largest volume, highest quality and most expensive solution described within the Contract Documents for the development of the Final Guaranteed Maximum Price for purposes of scheduling and budgeting, the Construction Manager shall be prepared to provide a credit as appropriate, based on the Architect's decision.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Construction Manager 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
Capitalized terms in these General Conditions are those specifically defined in the Contract Documents, the titles of numbered articles, or the titles of other documents published by the American Institute of Architects that are not defined herein shall have the meanings, if any, provided in the Plan.

§ 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 Owner shall have title to and all intellectual and other property rights in and to the Drawings and Specifications, including without limitation all phased and final designs, plans and specifications, and all data used in the development of the same. Owner shall further have title to the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, draft specifications, Contract Documents, studies, reports, notes and any other materials or work products, whether in electronic or hard copy format, created by the Architect and/or its consultants pursuant to the Contract Documents. Architect warrants that it will ensure that all agreements with subconsultants shall contain language incorporating the same provisions for intellectual property materials and other property rights.

§ 1.5.2 The Construction Manager and its Subcontractors, Sub-subcontractors (including material or equipment suppliers) are authorized to use and reproduce the Instruments of Service provided to them 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 Construction Manager and its Subcontractors and Sub-subcontractors shall not use the Instruments of Service on other projects outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Plan or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Plan and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The provisions of Colorado Revised Statutes Sec. 38-26-107 et seq. will govern the evaluation, notice and enforcement of claims for payment. Notwithstanding any provisions therein to the contrary, Contractor shall indemnify and hold the Owner harmless from all liens and other encumbrances against the Owner's property or facilities relating to the Work on account of debts or claims alleged to be due from Construction Manager its Subcontractors or Sub-subcontractors to any persons. Construction Manager shall also defend, at its own expense, any claim or litigation in connection therewith, except to the extent the same is solely caused by the Owner's wrongful withholding of payment to the Construction Manager.

§2.1.3 The Owner may retain an Owner's Project Consultant Firm as a third party independent consultant to assist the Owner in the set-up and monitoring of the Project. The Owner's Project Consultant Firm shall function as defined within the agreement between the Owner and the Owner's Project Consultant Firm; however, under no circumstances will the Owner's Project Consultant Firm be liable to Construction Manager for the Owner's obligations under the Contract Documents. The Owner's Project Consultant Firm's scope of services entails the following:

1) Whenever the Contract Documents reference the Owner's rights to review, observe, participate in or perform activities, etc. related to the Project, the Owner may delegate this responsibility or authority in whole or in part to the Owner's Project Consultant Firm.
2) The Owner's Project Consultant Firm shall be copied on all communications between Construction Manager and the Owner and the Architect.
3) The Owner's Project Consultant Firm shall not have authority to enter into obligations on behalf of the Owner related to costs, schedule or quality items or bind the Owner in any respect.

The Owner's Project Consultant Firm is independent from the Owner and does not serve as the Owner's agent but rather as a third party independent consultant to the Owner.

§2.1.4 Owner and its authorized consultants and representatives shall at all times have access to the Project site for the purposes of inspecting and observing the Work.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 2.2.2 Except for permits and fees that are the responsibility of the Construction Manager 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.

§ 2.2.3 The Owner (or on behalf of the Owner, the Architect or its subconsultant through the Architect) 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 Construction Manager 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 Construction Manager shall notify the Owner in writing immediately and in any event within three (3) business days, after discovering any discrepancies between the information provided by the Owner and the actual conditions in the field.

§ 2.2.4 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Construction Manager fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, or fails to correct non-conforming work within a reasonable time after receiving notice thereof, the Owner may issue a written order to the Construction Manager 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 Construction Manager or any other person or entity, except to the extent required by Section 6.1.3. The Construction Manager shall be liable for all impacts related to delays resulting from a stop work order issued by the Owner based on the Construction Manager's failure to perform under this paragraph. The exercise of Owner's right to stop Work pursuant to this Section 2.3 shall not result in any extensions to the Project Schedule.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK AND OTHER REMEDIES

§2.4.1 If the Construction Manager defaults or neglects to carry out the Work in accordance with the Contract Documents, and the Construction Manager fails, within a five (5) day period after receipt of written 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 deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments, then or thereafter due the Construction Manager, the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and Owner's Project Consultant Firm's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Construction Manager are both subject to prior approval of the Architect. If payments then or thereafter due the Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner.

§ 2.4.2 Each of the following shall constitute a default or an event of default by the Construction Manager:

- .1 The Construction Manager fails or refuses to comply with or perform, in whole or in part, any terms or conditions of the Plan or the Contract Documents.
- .2 The Construction Manager fails to pay or cause to be paid (as applicable) any of its Subcontractors, supervisory staff, work force or any materials, labor, equipment or other expenses incurred in the performance of the Work, when such payments are due in accordance with the agreements requiring such payment and all applicable laws.
- .3 The Construction Manager becomes insolvent, makes an assignment for the benefit of creditors, or commences any proceeding in bankruptcy, or any such proceedings are commenced against it and are not discharged within thirty days,
- .4 The Construction Manager abandons the Work, or reduces its management, supervisory staff or work force to a level that may not allow the Construction Manager to maintain the accurate progress of the services or the Work for the timely completion of the Project as determined by the Owner (including services during Pre-Construction as well as during Construction, and including Work being performed prior to Substantial Completion as well as following Substantial Completion all until all Punch List items are complete and the Project achieves Final Completion.
- .5 Construction Manager is otherwise in material breach of the terms of the Contract Documents.

§ 2.4.3 If the Construction Manager is ever in default or an event of default exists the Owner may elect to:

- .1 Direct the Construction Manager to comply with the terms of the Plan and or Contract Documents.
- .2 Direct the Construction Manager to remove any defective or hazardous material or work, which Construction Manager shall do at its sole cost.
- .3 Accept any non-conforming work or materials, in which event Owner shall be entitled to a reduction in the Final Guaranteed Maximum Price for the reduced value thereof.
- .4 Immediately complete portions of or all of the Work in accordance with Section 2.4.1.
- .5 Make payments directly to Subcontractors to satisfy the Construction Manager's obligations relating to the Work in accordance with Section 9.9.3.
- .6 Withhold any further payments to Construction Manager or to any Subcontractor until the cause for the default or the event of default is cured to the satisfaction of the Owner.

.7 Subject to the notice and cure period provided in Section 14.2, terminate the Contract pursuant to Section 14.2, finish the Work by whatever method Owner deems expedient.

.8 Have any other remedy to which Owner may be entitled under the Contract Documents, at law or in equity.

§ 2.4.4 The Owner's choice of a remedy shall not obligate the Owner to waive any other rights or remediesprovided under the Contract Documents, or by law, against Construction Manager or its surety. Owner, at its option, may choose more than one remedy or choose one or more particular remedies at different times, without prejudice to any other remedies, and Owner may exercise any remedies in any sequence or combination.

§ 2.4.5 Construction Manager shall pay, immediately upon demand, all costs, losses, damages and expenses, including, without limitation, all costs and expenses described in Section 2.4.1 above, and all administrative, management, and overhead and other expenses and economic loss, including reasonable attorney's fees and expenses (herein sometimes collectively called "Costs"), incurred by the Owner in connection with any default by Construction Manager or exercise of any right or remedy upon Construction Manager's default. If Construction Manager does not pay the Costs immediately, the Owner may deduct all Costs from any unpaid portion of the Contract Sum and the Final Guaranteed Maximum Price. The liability of Construction Manager shall extend to include, without limitation, the full amount of Costs incurred and obligations assumed in good faith under the reasonable belief that such Costs or obligations were necessary or required whether or not they were, in fact, necessary or required. An itemized statement of such obligations and payment shall be prima-facie evidence of Construction Manager's liability.

§ 2.4.6 Except to the extent otherwise specifically provided herein or in the Plan, neither party shall be entitled to recover attorneys' fees for services or costs prior to filing suit.

ARTICLE 3 CONSTRUCTION MANAGER

§ 3.1 GENERAL

§ 3.1.1 The Construction Manager is the person or entity identified as such in the Plan and is referred to throughout the Contract Documents as if singular in number. The Construction Manager shall be lawfully licensed in the jurisdiction where the Project is located. The Construction Manager shall designate in writing a representative who shall be an officer or principal of the firm. Such representative shall have authority to bind the Construction Manager with respect to all matters under this Contract. Owner, Architect, Owner's Representative and Owner's Consultant Firm shall be entitled to rely on the authority of the Construction Manager's representative at all times without inquiry.

§ 3.1.2 The Construction Manager shall perform the Work in accordance with the Contract Documents. Time is of the essence.

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONSTRUCTION MANAGER

§ 3.2.1 Execution of the Contract by the Construction Manager is a representation that the Construction Manager has visited the site, become generally familiar with local conditions including but not limited to climatic, geological and topographic conditions under which the Work is to be performed and correlated personal observations; and that Construction Manager has assessed and is satisfied with the availability of potential Subcontractors and labor, material and equipment availability to satisfy the requirements of the Contract Documents.

§ 3.2.2 The Construction Manager shall, in developing the Contract Sum for the Owner and before starting each portion of the Work, carefully study and compare the various Contract Documents relative to the entire Project or that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3. The Construction Manager shall promptly inform the Architect, with copies to the Owner and Owner's Representative and Owner's Project Consultant, of any errors, omissions or inconsistencies that it discovers. The Construction Manager shall conduct detailed reviews with Subcontractors and Sub-subcontractors in an effort to continue to uncover any errors, omissions or inconsistencies prior to finalizing Project costs and awarding work to Subcontractors. The Construction Manager and their Subcontractors 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 Construction Manager and therefore are opportunities for the Construction Manager to identify any observable or potential errors, omissions, or inconsistencies in the Contract Documents. The Owner relies on the Construction Manager to review these documents and visit the site within ten (10) days of receipt of the Contract Documents with qualified staff experienced in the specific project type. The Construction Manager shall, within seven (7) days of the site visit, report to the Architect with a copy to the Owner and Owner's Representative, any errors, inconsistencies or omissions discovered by or made known to the Construction Manager as a "Request For Information" (RFI) in such form as mutually agreed to between the Architect and Construction Manager. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Construction Manager 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 Construction Manager, using appropriately qualified staff, shall within three (3) days report to the Architect with copies to the Owner any nonconformity discovered by or made known to the Construction Manager as an RFI.

§ 3.2.4 If the Construction Manager believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Construction Manager's notices or RFI's pursuant to Sections 3.2.2 or 3.2.3, the Construction Manager shall make Claims as provided in Article 15. If the Construction Manager fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Construction Manager shall pay such costs and damages to the Owner as would have been avoided if the Construction Manager had performed such obligations. If the Construction Manager performs those obligations, the Construction Manager 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.

§3.2.5 If any portion of the Project is an addition to an existing facility, verifying existing conditions shall be a key responsibility of the Construction Manager. In that event, Construction Manager shall verify applicable measurements or confirm dimensions at the Project site prior to ordering any material or doing any Work in affected areas. Construction Manager shall make such verification before delivering its proposed Final Guaranteed Maximum Price or, for changes in the Drawings and Specifications made thereafter, as soon as reasonably practicable after receiving such changes. If the Construction Manager fails to verify applicable measurements when required under the terms of the Contract Documents, no extra charge or compensation shall be allowed to Construction Manager on account of differences between actual dimensions and those shown in the Contract Documents.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Construction Manager shall supervise and direct the Work, using the Construction Manager's best skill and attention. The Construction Manager 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Construction Manager shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Construction Manager determines that such means, methods, techniques, sequences or procedures may not be safe, the Construction Manager shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Construction Manager is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Construction Manager, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Construction Manager or any of its Subcontractors. Construction Manager shall also be responsible for any damages, losses, costs or expenses resulting from such acts or omissions.

§ 3.3.3 The Construction Manager shall be responsible for protection and 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 Construction Manager 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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Construction Manager may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

§ 3.5.1 The Construction Manager 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 specifically require or permit otherwise. The Construction Manager 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 Construction Manager's warranty excludes remedy for damage or defect caused by alterations to the Work not executed by the Construction Manager, improper operation or abuse by the Owner, or normal wear and tear and normal usage. If required by the Architect, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be supplied.

§3.5.2 The Warranty shall be for the duration of time stipulated within the Contract Documents. In the event that a specific duration is not identified in the Contract Documents, the warranty period shall be one year from Owner occupancy or substantial completion, whichever occurs first. If there is a conflict within the Contract Documents for the warranty period, the longest duration of time stated shall govern. As Work required on warranty is the complete, rework, repair or replacement of Work not properly performed, or the result of defective material or workmanship, the Owner will not compensate the Construction Manager or Subcontractors and Sub-subcontractors for the warranty Work.

§3.5.3 All warranty items are the responsibility of the Construction Manager. When warranty items occur, the Owner will notify the Construction Manager or appropriate Subcontractor. The Construction Manager shall commence work on any warranty items within seven (7) days. In the event that the warranty item(s) are impacting safety or rendering the Project or a portion of the Project unfit for its intended use, in the opinion of the Owner, the Construction Manager shall take any and all measures to resolve the warranty item(s) immediately. This shall include the acceleration of labor, material and equipment, all to implement the resolution. All costs associated with the resolution of the warranty issue(s) shall remain the responsibility of the Construction Manager.

§ 3.6 TAXES

The Construction Manager shall pay sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Construction Manager shall pay unemployment and social security taxes or other taxes imposed by local, city, state or federal government and upon request, shall certify to Owner that prior taxes due were paid before payment is made to Construction Manager. Construction Manager represents that the cost of payment of all the aforesaid taxes has been included in its preliminary estimates and Initial Guaranteed Maximum Price and will be included in the Final Guaranteed Maximum Price. The Construction Manager's obligation for taxes extends beyond the final close-out of the Project and continues for the applicable limitations period.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Construction Manager 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 Construction Manager 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 Pursuant to Section 3.2, if the Construction Manager performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Construction Manager 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 to be reasonably expected at the location of the Project site, the Construction Manager shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than seven (7) 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 Construction Manager's cost of, or time required for, performance of any part of the Work, the Architect will recommend an equitable adjustment 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 Construction Manager in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Construction Manager encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Construction Manager 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 Construction Manager shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Construction Manager 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 Construction Manager shall not be required to employ persons or entities to whom the Construction Manager has reasonable objection. Allowances shall be clearly tracked in a separate report and updated on a monthly basis.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Construction Manager of materials and equipment delivered at the site and all required taxes, less applicable trade discounts
- .2 Construction Manager'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 the difference between actual costs and the allowances under Section 3.8.2.1 as well as changes in Construction Manager'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 PROJECT MANAGER AND SUPERINTENDENT

§3.9.1 The Construction Manager shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Construction Manager for all field activities including but not limited to the activities performed by the Construction Manager, Subcontractors, suppliers and vendors.

The Construction Manager shall employ a competent Project Manager who shall be assigned full time at the Project site for the duration of the Project. The Project Manager shall represent the Construction Manager for the complete

management of the Project including the oversight and direction of the Superintendent(s), project engineer(s) and all Construction Manager staff assigned to the Project. All communications given to the Project Manager or the Superintendent shall be as binding as if given to the Construction Manager.

§ 3.9.2 As part of the Plan, the Construction Manager shall furnish in writing to the Owner proposed staff and billable rates for the Owner's approval. Once approved, Construction Manager shall provide written confirmation that these staff members will not be removed by the Construction Manager from the Project without the Owner's prior written approval,]

§ 3.9.3 The Construction Manager shall not employ for this Project a proposed key staff individual identified in Article 3.9 to whom the Owner or Architect has made an objection. The Construction Manager shall not change the key staff without the Owner's consent, which shall not unreasonably be withheld or delayed. During the course of the Project, if, in the Owner's opinion, any of these individuals become unfit to continue on the Project or the Owner feels that it is in the best interest of the Project that an individual needs to be removed, the Owner may direct the Construction Manager to remove such individual from the Project and Construction Manager shall promptly do so. If the Construction Manager replaces any key staff member of their team for any reason, the Owner must be provided with a detailed resume and an opportunity to meet with and approve the proposed replacement staff member prior to assignment to the Project. No such approval shall in any way relieve the Construction Manager of responsibility for the performance of its employees, contractors and agents in connection with the Project.

§3.9.4 If the Owner requires all Construction Manager personnel working on the Project to undergo and pass background checks then the Construction Manager will work with the respective Owner's Project Managers and security through this process. Individuals who, for any reason, do not pass the background check shall be replaced with qualified individuals approved in writing by the Owner. In this event, all costs and/or delays associated with replacing individuals shall be the sole responsibility of the Construction Manager.

§ 3.10 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Construction Manager, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and Owner's approval a critical path method Construction Schedule for the Work. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The approved Construction Schedule shall be incorporated into the Final Guaranteed Maximum Price proposal and must show a reasonable critical path in adequate detail to track the detail of every critical and major element of the Project. The Construction Schedule must incorporate the logic for the preparation, submittal and approval of shop drawings and submittals in a timely manner that allows adequate review, fabrication and delivery to the site. The Construction Schedule must also incorporate the sequencing and interrelationship between each of the trades.

§3.10.1.1 The Construction Schedule shall be revised by the Construction Manager at least monthly or when directed to do so by the Owner. All revised Construction Schedules must demonstrate updates and or changes from the previously approved Construction Schedule. In the event that the Construction Manager ever presents a schedule that does not provide for Substantial Completion to be achieved by the Contract Time, the Construction Manager shall also present a recovery plan that will allow the Construction Manager to achieve Substantial Completion by the Contract Time. The Owner will determine if the recovery plan or the revised schedule shall be accepted. If the Owner elects to accept the revised schedule in writing, it shall become the approved Construction Schedule that the Owner will rely upon to make commitments and obligations. Receiving revised schedules at the weekly Owner/Architect/Construction Manager (O/A/C) meeting or in another format shall not be construed as an acceptance by the Owner. Any revision to the approved Construction Schedule requires the Owner's written approval.

§3.10.1.2 The Construction Manager shall also prepare a three (3) week look ahead schedule as often as necessary so that it is available for review at the regular O/A/C meetings. This schedule shall focus on the in-depth detail of the upcoming weeks' activities in a manner that reflects the planned day-to-day activities in the field. The detail shall be adequate to allow tracking of daily progress through field observation walks and reports.

§ 3.10.2 The Construction Manager shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's collaboration and approval. The Architect's approval shall not unreasonably be delayed or withheld. The

submittal schedule shall (1) be coordinated with the Construction Manager's Construction Schedule, and (2) allow the Architect reasonable time to review submittals. The Architect's turn-around time shall be noted in the schedule. For complex or critical Work, the schedule should allow for the possibility of revisions and re-submittals. If the Construction Manager fails to submit a submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Sum or extension of the Contract Time based on the time required for review of submittals.

§ 3.10.3 The Construction Manager shall perform the Work in general accordance with the most recent approved Construction Schedule.

§ 3.10.4 The Construction Manager shall include within the Construction Schedule a specific number of weather delay days per year for the duration of the Project. Construction Manager shall state its assumptions used to determine the number of weather delay days.

§ 3.10.5 The Construction Manager shall simultaneously furnish Owner's Project Consultant copies of all schedules provided to Owner or Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11.1 The Construction Manager shall maintain, at the site for the Owner, one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction. The Construction Manager shall also maintain one copy of approved Shop Drawings, Product Data, Samples and similar required submittals at the site for the Owner. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§3.11.2 The Construction Manager shall keep detailed daily logs and submit these logs to the Architect and Owner at the O/A/C meetings. The detailed written daily logs shall include a description of the Work performed the previous week. Each such daily report shall be prepared and signed by the Project Manager or Superintendent, on behalf of the Construction Manager. Each report shall, at a minimum, include the following information for that day concerning the Construction Manager and each Subcontractor (including each Sub- subcontractor): materials and equipment being installed, number of individuals working, the hours worked, the type and location of the work being performed by each trade and each item of major equipment being used. The report shall also include other information such as temperature and weather recorded during the work period and any significant events occurring on the job site with regard to the Work or the Project.

§ 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 Construction Manager or a Subcontractor, Sub-subcontractor (including any manufacturer, supplier or distributor) to illustrate some portion of the Work. Shop Drawings are not to be treated as an administrative pass through to the Architect. The Construction Manager is required to complete its own detailed review for conformance of the Shop Drawings and other submittals with the Contract Documents with competent and qualified staff prior to forwarding on to the Architect.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Construction Manager 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 the way by which the Construction Manager 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 unless the Construction Manager makes a specific written request of the Architect to review a submittal about which the Construction Manager has reasonable questions or concerns.

§ 3.12.5 The Construction Manager shall review for compliance with the Contract Documents, mark up as required, 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 Construction Manager represents to the Owner and Architect that the Construction Manager 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. Submissions which, in the Architect's opinion, are incomplete, contain numerous errors, or have not been adequately checked by the Construction Manager may be returned by the Architect for proper review and re-submittal. In the event that the Architect and Construction Manager are in dispute over the quality of any submittal, the Owner shall be the final judge.

§ 3.12.7 The Construction Manager 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 Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Construction Manager has specifically informed the 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 Construction Manager 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 Construction Manager 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 written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Construction Manager 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 Construction Manager needs to provide such services in order to carry out the Construction Manager's responsibilities for construction means, methods, techniques, sequences and procedures. The Construction Manager shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Construction Manager by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Construction Manager shall cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Construction Manager all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Construction Manager 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 and patching shall be restored to

the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Construction Manager shall not damage or endanger any 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 Construction Manager shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Construction Manager shall not unreasonably withhold from the Owner or a separate contractor the Construction Manager's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Construction Manager shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. The Owner may direct the Construction Manager to provide immediate clean-up of the site and the Construction Manager shall comply at no additional cost to the Owner. At completion of the Work, the Construction Manager shall remove waste materials, rubbish, the Construction Manager's tools, construction equipment, machinery and surplus materials from and about the Project.

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Construction Manager shall pay all royalties and license fees. The Construction Manager 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 such 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 the Construction Manager has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Construction Manager shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18INDEMNITY

The Construction Manager shall defend, indemnify and save and hold harmless the Owner, its officers, agents, consultants and employees from and against: (1) any and all damages, losses, or expenses, including but not limited to loss of use, to real property, or injuries to or death of any person or persons, including officers, agents and employees of the Owner or Owner's Project Consultant Firm, and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, actions or omissions of the Construction Manager or those performing under it in connection with its operations or performance hereunder or in connection herewith or Construction Manager's use or occupancy of real or personal property hereunder, including actions or omissions of Subcontractors, suppliers, or vendors and acts or omissions of officers, employees, agents, representatives, invitees or licensees of the Construction Manager or its Subcontractors, suppliers or vendors; provided however, that the foregoing indemnity shall not apply to damages caused by the negligence or willful misconduct of the Owner's officers, agents and employees.

In the event the indemnification obligations of the Construction Manager, pursuant to the foregoing paragraph, exceed limits imposed by applicable law, the provisions of the foregoing paragraph shall be limited to the extent necessary to comply with such limits and, as so limited, shall be given full force and effect.

Construction Manager's indemnification obligations shall also include the Owner's defense costs, in the event the Owner, in its sole discretion, elects to provide its own defense. The Owner retains the right to disapprove counsel, if any, selected by Construction Manager to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Construction Manager under the terms of its indemnification obligations under the Contract. The Construction Manager shall obtain, at its own expense, any additional insurance that it deems necessary for the Construction Manager's protection in the performance of this Contract.

Construction Manager agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Owner, its successors, officers, directors, partners, and assigns of and from any liability to any person, firm, corporation or other entity resulting from Construction Manager's or any Subcontractor's failure to comply with applicable occupational licensing requirements; and/or liability imposed upon any indemnified party, directly or indirectly, by Construction Manager's failure or the failure of any of Construction Manager's or a Subcontractor's employees to comply with (1) any Occupational Safety and Health Administration or related statutes (2) any penalties, including enhancements, resulting in whole or in part from Construction Manager's acts or omissions under the Immigration Reform and Control Act of 1988 (or related statutes), (3) any other federal, state or local employment statutes, rules and regulations, or (4) any environmental laws, rules and regulations applicable to the Work.

This indemnity Article 3.18 shall not require any party to indemnify another party against their own negligence and shall survive the expiration or termination of this Contract, completion and acceptance of the Work, and final payment.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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 Plan and is referred to throughout the Contract Documents as if singular in number.

§ 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, Construction Manager and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Construction Manager has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 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 a representative of the Owner 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 Construction Manager's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent approved Construction Schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Construction Manager'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 Construction Manager, Subcontractors or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
If the Owner and Construction Manager communicate directly, they shall both keep the Architect informed about such communications that arise out of or relate to the Contract Documents or the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers retained by the Construction Manager shall be through the Construction Manager. Communications by and with separate contractors and third party consultants retained by the Owner shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the progress and quality of the Work, the Construction Manager's Application for Payment, Construction Manager's Affidavit (as hereinafter defined) and all lien waivers relating thereto in accordance with the Contract Documents, the Architect shall, after consultation with Owner, certify the amounts due Construction Manager. Notwithstanding anything to the contrary in any other Contract Documents, the Architect shall not have authority, by making its certification, to bind the Owner to pay Construction Manager any amount.

§ 4.2.6 The Architect with the Owner's prior approval has authority to 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 13.5.2 and 13.5.3, whether or not such 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 Construction Manager, Subcontractors, material and equipment 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 Construction Manager'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 Construction Manager may make a specific written request of the Architect to review a submittal for which the Construction Manager has a reasonable question or concern. 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 Construction Manager as required by the Contract Documents. The Architect's review of the Construction Manager's submittals shall not relieve the Construction Manager of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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 authorize 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. All Change Orders and Construction Change Directives require the Owner's prior written approval. The Owner's Project Consultant is not authorized to execute Change Orders or Construction Change Directives.

§ 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 9.12.1; 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 Construction Manager pursuant to Section 9.14; and issue a final Certificate for Payment pursuant to Section 9.14.

§ 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and advise the parties of matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. 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 Construction Manager, 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 shall provide opinions to the Owner on matters relating to aesthetic effect. The Owner shall have the final decision.

§ 4.2.14 The Architect will review and respond to RFIs related to 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 Final Construction Documents and Specifications or other appropriate documentation as recommended by Owner shall be submitted for permitting. All warranties by Architect, Construction Manager and their Subcontractors/consultants, as well as third party equipment and manufacturer warranties pass through to the Owner. Construction Manager shall execute and cause its Subcontractors, suppliers and vendors to execute any documents that may be required to assign to Owner their rights under equipment and manufacturers' warranties.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Construction Manager 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 subcontractors of a separate contractor retained directly by the Owner. 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. The terms "Subcontractor" or "Sub-subcontractor" also include all vendors and suppliers retained, as applicable.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the names of persons or entities (including those who are to furnish labor, materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Construction Manager in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Construction Manager, the Construction Manager 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 and Contract Time shall be allowed for such change unless the Construction Manager has acted promptly and responsively in submitting names as required.

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

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Construction Manager shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Construction Manager by terms of the Contract

Documents, and to assume toward the Construction Manager all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Construction Manager, by these Documents, assumes toward the Owner and Architect. No agreements entered into between the Construction Manager and Subcontractor shall relieve the Construction Manager of its responsibilities to the Owner under the Contract Documents. Each subcontract agreement and purchase order shall preserve and protect the rights of the Owner and Architect and Owner's Project Consultant 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 Construction Manager that the Construction Manager, by the Contract Documents, has against the Owner. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Construction Manager 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 Construction Manager 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 of these Conditions of the Contract, and only for those subcontract agreements and sub-subcontract agreements that the Owner accepts by notifying the Subcontractor and Construction Manager in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Construction Manager's rights (to the extent they relate to Work satisfactorily performed but not paid by Owner) and obligations under the subcontract.

To the extent that the Owner elects to accept assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall execute and deliver all such papers and take all such steps, including the assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All contracts between Construction Manager and Subcontractors (including without limitation purchase orders, other contracts for purchase of materials and rental agreements) entered into by the Construction Manager shall contain provisions allowing for assignment to the Owner as described above and further assignment by Owner.

The provisions of this Section 5.4.1 do not limit the assignment and assignability requirements contained in Article 10 of the Plan.

§ 5.4.2 Intentionally Deleted.

§ 5.4.3 Upon assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 SUBCONTRACT INTEREST RATES

Each subcontract, supply or purchase agreement for any part of the Work shall provide for a rate of interest accruing on delinquent amounts that shall not exceed the interest rate specified in Section 4.2.2 of the Plan.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under identical or similar conditions of the Plan, including insurance and waiver of subrogation. If the Construction Manager claims that delay or additional cost is involved because of such action by the Owner, the Construction Manager shall make such Claim as provided in Article 15. Construction Manager agrees to allow access to the Project site and all areas of the Work as may be reasonably necessary for the

performance of work by others, including, without limitation, storage of materials and equipment, use of vertical transportation and connection to utilities and services. Such parties shall abide by all safety program requirements of Construction Manager.

§ 6.1.2 Separate contracts will be awarded for different Phases of the Project or possibly other construction or operations on the site, and when such contracts refer to these Conditions of the Contract, the term "Construction Manager" in the Contract Documents shall mean, the Construction Manager who executed the Owner-Construction Manager contract.

§ 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 Construction Manager, who shall cooperate with them. The Construction Manager shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Construction Manager shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Construction Manager, 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Construction Manager 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 Construction Manager 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 Construction Manager's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Construction Manager's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent or discovered discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Construction Manager so to report shall constitute an acknowledgment that the Owner's or its separate contractors' completed or partially completed construction is fit and proper to receive the Construction Manager's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Construction Manager shall reimburse the Owner and its separate contractors for costs they incur because of the Construction Manager's delays, improperly timed activities or defective construction. The Owner and its separate contractors shall be responsible to the Construction Manager for costs the Construction Manager incurs because of delays, improperly timed activities, damage to the Work or defective construction caused by Owner's separate contractors.

§ 6.2.4 The Construction Manager shall promptly remedy damage the Construction Manager wrongfully causes to completed or partially completed construction or to property of the Owner or its separate contractors 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 Construction Manager in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Construction Manager, 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 Owner will make a good faith allocation of the cost among those the Owner believes are responsible, which allocation will be binding on Construction Manager and Owner's separate contractors. Construction Manager shall promptly pay to Owner its share of the costs as so determined.

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. Changes in the Work may be made

without notice to the Construction Manager's surety, and absence of such notice shall not relieve such sureties of any obligations to the Owner. Notice of Changes in the Work to surety companies is the responsibility of the Construction Manager.

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

§7.1.2.1 A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time. Construction Manager shall have no claim therefore unless it shall notify Architect and Owner, prior to complying with same and in no event later than ten (10) business days from the date such direction or order was given, that Construction Manager intends to submit a change proposal relating thereto. Following such notice to Architect and Owner, Construction Manager shall prepare and submit to the Architect and Owner, for Owner's approval, its change proposal within ten (10) business days following the issuance of the field directive or field order, taking into account the nature and extent of the change to the Work required thereby.

§7.1.2.2 When submitting its change proposal, Construction Manager shall include and set forth, in clear and precise detail, breakdowns of labor, materials and all mark-ups for all trades involved and the estimated impact on the Construction Schedule. Construction Manager shall furnish spreadsheets from which the breakdowns were prepared, plus spreadsheets, if requested, of any Subcontractors and detailed breakdown from Subcontractors.

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

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Construction Manager 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 or Project Schedule.

The Construction Manager and Architect acknowledge and agree that the Contract Sum and Contract Time cannot be adjusted without a properly executed Change Order.

§ 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Construction Manager, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Owner and Architect of the Construction Manager'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.

§ 7.3.6 A Construction Change Directive signed by the Construction Manager indicates the Construction Manager'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.

§ 7.3.7 If the Construction Manager does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and 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 provided in Section 5.1.2 of the Plan. In such case, and also under Section 7.3.3.3, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.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 Construction Manager or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Construction Manager 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 Construction Manager 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 Construction Manager 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect if provided to the Owner upon execution by the Architect and shall be binding on the Owner and Construction Manager.

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 Plan.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.12.

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Construction Manager shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Construction Manager and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Construction Manager 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 Construction Manager is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by occurrences beyond the reasonable control and without fault or negligence of Construction Manager, including labor disputes (other than disputes caused by the Construction Manager, Subcontractor or Sub-subcontractors), fire, documented unusual delay in deliveries, unavoidable casualties or other causes beyond the Construction Manager's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Owner determines may justify delay, then the Contract Time may be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15 and administered as stated below:

§8.3.2.1 Notification- Within three (3) business days after the discovery of or the commencement of a disruption in the Work, Construction Manager must notify the Architect and the Owner in writing of the effect and must state specifically the condition that is causing or may cause delay or disruption. The Construction Manager must set forth therein suggestions for avoiding such delay or disruption.

§8.3.2.2 Request- A formal request for an extension of time must be submitted within ten (10) business days of the time of occurrence or when Construction Manager became aware, ofthe delay and must provide the basis for the extension of time, identifying the causes of delay and describing the nature and expected duration of the delay as well as its effect on the completion of the Work.

§8.3.2.3 Approval- An extension of time shall be granted if and only if (a) the cause of the delay arises after the issuance of Notice to Proceed and neither was, nor could have been, reasonably anticipated by Construction Manager before such issuance; (b) Construction Manager demonstrates, by the use of a Progress Schedule, that the completion of the Project will actually and necessarily be delayed; (c) the effect of the delay cannot be avoided or mitigated by the Construction Manager's exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the delay; and (d) the Construction Manager makes the written request to the Architect on account of the delay for an extension of time in accordance with this Contract.

§8.3.2.4 Compensation- If Construction Manager shall, at any time, claim or intend to claim compensation for any damage sustained by reason of any such delay or disruption, Construction Manager shall (in addition to providing notice under subparagraph (a) above), on or before the fifteenth (15th) day of the month following that in which any such damage shall have been sustained, provide the Architect and the Owner with an itemized written statement, setting forth in detail the nature, extent and amount of such damage and having attached thereto copies of all documentation then in the possession of the Construction Manager or obtainable to support such claim.

§8.3.2.5 Avoidance- Notwithstanding any other provision of the Contract to the contrary or any applicable law, since the purpose of each of the foregoing requirements is to provide the Owner with the opportunity to avoid or minimize the effect of any such condition, the failure by the Construction Manager to strictly comply with the requirements set forth in Sections 8.3.2.1, 8.3.2.2 or 8.3.2.4 above shall constitute a waiver

and release by the Construction Manager of any and all claims for damages for delay or disruption arising from any such conditions.

§ 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

The Contract Sum is stated in the Plan and, including authorized adjustments and subject to the Final Guaranteed Maximum Price, is the total amount payable by the Owner to the Construction Manager for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

The Construction Manager shall provide the Architect and Owner, at the time the Initial Guaranteed Maximum Price is established, and from time to time during the Preconstruction Phase, and at the time the Final Guaranteed Maximum Price is established, a schedule of values allocating the entire Initial Guaranteed Maximum Price or Final Guaranteed Maximum Price, as applicable, to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Construction Manager shall submit a draft Application for Payment to Architect and Owner at least five (5) days before the end of each calendar month during the Construction Phase and shall submit a final Application for Payment in accordance with approved Schedule of Values, as required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Construction Manager's right to payment as required by the Owner, including but not limited to, copies of detailed documentation including invoices and applications for payment from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 When agreed to by Owner and Construction Manager, Applications for Payment may include request for payment on account of changes in the Work which have been properly authorized by Construction Change Directives 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 Construction Manager does not intend to pay a Subcontractor or material supplier.

§ 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 job specific materials and equipment suitably stored off the site at a licensed and bonded warehouse/location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Construction Manager 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. For materials and equipment stored off-site, the Construction Manager shall provide Owner a certificate of property insurance for the stored materials and/or equipment with the Owner listed as an additional insured and loss payee, an itemized list of the stored materials and/or equipment, a bill of sale for the stored materials and/or equipment in the exact dollar value for the product and, if requested, a site visit to the storage location to be coordinated by the Construction Manager, all satisfactory to the Owner in its discretion.

§ 9.3.3 The Construction Manager 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 Construction Manager 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 Construction Manager's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§9.3.4 Before the Construction Manager shall become entitled to any progress or final payments under the terms of this Contract, the Construction Manager must first submit waivers of liens, on a form approved by the Owner. The

waivers of liens are required from the Construction Manager and all Subcontractors and Sub-subcontractors with each application for payment in the following manner;

1) Partial Conditional waivers of liens are required from the Construction Manager and all Subcontractors and material suppliers for whom the Construction Manager is requesting disbursement within the current Application for Payment.
2) Partial Unconditional waivers of liens are required from the Construction Manager and all Subcontractors and material suppliers for which Construction Manager previously received payment.
3) Final Conditional waivers of liens are required from the Construction Manager and all Subcontractors and material suppliers for whom the Construction Manager is requesting final disbursement within the current Application for Payment.
4) Final Unconditional waivers of liens are required from the Construction Manager and all Subcontractors and material suppliers for which Construction Manager previously received final payments. Final Unconditional waivers of liens are due within seven (7) days of receipt of final payment to the Construction Manager or Subcontractors or material suppliers. Failure to comply shall constitute a default by Construction Manager.

§9.3.5 Failure to provide the proper waivers of liens as described in Section 9.3.4 may result in payments or partial payment being withheld until such waivers have been properly provided to the Owner.

§9.3.6 The Construction Manager shall inform every Subcontractor and major supplier of the requirements of waivers of liens prior to award of a subcontract or purchase order.

§9.3.7 Construction Manager must provide the Owner with a monthly lien waiver log notifying Owner of any lien waivers that have not been provided.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Construction Manager's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.9.1.

§ 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Construction Manager is entitled to payment in the amount certified. 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 material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) made examination to ascertain how or for what purpose the Construction Manager 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 Construction Manager and Owner as provided in Section 9.4.1. If the Construction Manager 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 Construction Manager 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 Construction Manager;

.3 failure of the Construction Manager to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work or a portion of the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate Construction Manager;
.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 or any substantial failure to carry out the Work in accordance with the Contract Documents; or
.8 Any other cause which reasonably makes it necessary to withhold payment to assure the full and timely performance by the Construction Manager under the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 Construction Manager and to any Subcontractor or Sub-subcontractor to whom the Construction Manager or a Subcontractor 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 Architect will reflect such payment on the next Certificate for Payment. If because of any such joint payment the total amount paid by Owner for the Project exceeds the total amount certified by the Architect for the current Application for Payment and all previous Applications for Payment, the Construction Manager shall, within five (5) days after demand, reimburse the Owner the amount of such excess.

§ 9.6 Intentionally deleted

§ 9.7 Intentionally deleted

§ 9.8 PROGRESS PAYMENTS

§ 9.8.1 The issuance by the Architect of a Certificate for Payment shall not be construed to bind the Owner to issue payment in the amount so certified, and Owner may object to the Application for Payment and withhold payment for any of the reasons for which the Architect would be entitled not to certify payment or for any other reason permitted by the Contract Documents. 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.

§ 9.8.2 The Construction Manager shall pay each Subcontractor and material supplier no later than seven (7) days after receipt of payment from the Owner the amount to which the Subcontractor or material supplier is entitled, reflecting percentages actually retained from payments to the Construction Manager on account of the Subcontractor's or material supplier's portion of the Work. The Construction Manager shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors, vendors and suppliers in a similar manner. If the Construction Manager intends to withhold payments from a Subcontractor or material supplier for any reason, those funds shall not be included within an Application for Payment.

§ 9.8.3 The Construction Manager will, upon request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Construction Manager and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.8.4 The Owner has the right to request written evidence from the Construction Manager that the Construction Manager has properly paid Subcontractors, Sub-subcontractors, vendors and suppliers amounts paid by the Owner to the Construction Manager for subcontracted Work. If the Construction Manager fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and Sub-subcontractors 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, except as may otherwise be required by law. Owner's inquiry of payment to Subcontractors, Sub-subcontractors, vendors and suppliers in no way relieves Construction Manager of its responsibility to ensure payment.

§ 9.8.5. Construction Manager payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.8.2, 9.8.3 and 9.8.4.

§ 9.8.6 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.

§ 9.9 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Construction Manager, within fourteen (14) days after approval of the Construction Manager's Application for Payment, or if the Owner does not pay the Construction Manager within fourteen (14) days after the date established in the Contract Documents the amount certified by the Architect, then the Construction Manager may, upon fourteen (14) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Construction Manager's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

§ 9.10 SUBSTANTIAL COMPLETION

§ 9.10.1 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 (i) the Temporary Certificate of Occupancy and all other governmental permits for occupancy and use of the Project have been issued, (ii) the Work is completed including all Punch List items except for those items requiring long-lead delivery of materials or equipment first identified during the Punch List process , (iii) the Project is open for public use without interfering with Owner's use and enjoyment of the Project, and (iv) the Architect has issued a Certificate of Substantial Completion.

§ 9.10.2 When the Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Construction Manager shall prepare and submit to the Architect and Owner a proposed Punch List. Failure to include an item on such list (and the Owner's and Architect's acceptance of such list) does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

§ 9.10.3 Upon receipt of the Construction Manager's Punch List, the Architect will (and the Owner may) make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by Architect and, if applicable, Owner, discloses any item, whether or not included on the Construction Manager'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 as provided in Section 9.10.1, the Construction Manager shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or the Owner. In such case, the Construction Manager shall then submit a request for another inspection by the Architect and the Owner to determine Substantial Completion.

§ 9.10.4 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, shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time (not to exceed thirty (30) days without Owner's express written approval, which it may withhold in its reasonable discretion) within which the Construction Manager shall finish all items on the Punch List. 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.

§ 9.10.5 The Certificate of Substantial Completion shall be submitted to the Owner and Construction Manager for their written acceptance of responsibilities assigned to them in such Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and Construction Manager but shall not be binding on Owner unless all of the requirements for Substantial Completion have been satisfied. Upon the acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall, at Owner's sole option, be reduced by a value of 150% of the cost of completing the Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.11 PARTIALOCCUPANCY OR USE

§ 9.11.1 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 Construction Manager, 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 Construction Manager have accepted, in writing, the responsibilities assigned to each of them for payments,

retainage, 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 Construction Manager considers a portion substantially complete, the Construction Manager shall prepare and submit a Punch List to the Architect as provided under Section 9.10.2. Consent of the Construction Manager 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 Construction Manager.

§ 9.11.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager 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.

§ 9.11.3 Unless otherwise agreed upon in writing by Owner, 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.

§ 9.12 FINAL COMPLETION AND FINAL PAYMENT

§ 9.12.1 Upon receipt of the Construction Manager's written notice that the Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Architect (and at Owner's option, the Owner) will promptly make such inspection and, when the Architect (and, if applicable, the Owner) 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 terms and conditions of the Contract Documents and that the entire balance found to be due the Construction Manager 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 9.12.2 as precedent to the Construction Manager's being entitled to final payment have been fulfilled.

§ 9.12.2 Neither final payment nor any remaining retained percentage shall become due until the Construction Manager submits to the Architect all of the following, satisfactory to Architect and Owner:

- **.1** an affidavit that payrolls, bills for labor, services, materials and equipment (including without limitation all those furnished by Subcontractors), and other obligations or 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 is to remain in force after final payment and that said insurance is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner,
- **.3** a written statement that the Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, including but not limited to the completed operations coverage that must remain in full effect for the statutes of limitations at the location of the Project,
- **.4** consent of surety, if any, to final payment,
- **.5** if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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,
- **.6** Construction Manager has furnished to Owner lien waivers and releases, in form satisfactory to Owner, from all persons, firms, and entities who have performed work or supplied materials or equipment for or in connection with the Work and an affidavit from Construction Manager that such waivers and releases cover all the labor, materials, and equipment for which Construction Manager is directly or indirectly responsible or for which any lien or claim could be filed,
- **.7** Construction Manager has released or obtained the release of all mechanic's liens or claims filed against the Property or the Project,
- **.8** Proof of Final Inspection and approval of the work by governmental and other authorities having jurisdiction over the Work, and Owner's receipt of all requisite temporary certificates of occupancy, permits and approvals for which Construction Manager is responsible under the Contract Documents, and
- **.9** a certificate executed by Construction Manager stating that all other terms of the Contract have been satisfied.

If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Construction Manager shall furnish a bond, satisfactory to the Owner and with Owner's consent, to indemnify the Owner against such lien which shall cause the property and the Project to be released from such lien at the Construction Manager's sole expense.

§ 9.13.3 Statutory Final Settlement

§ 9.13.3.1 Before Final Payment is made, Owner will advertise the final settlement of Contract Documents by two (2) publications of notice thereof pursuant to C.R.S. § 38-26-107, the last of which shall be published not less than ten (10) days before the date set for final settlement. If any unpaid claim for labor, materials, rental machinery, tools, equipment, sustenance, or other supplies used or consumed in connection with the Work is filed, Owner shall withhold from the Final Payment amounts sufficient, in Owner's reasonable determination, to insure the payment of such claim until such claim shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing with the Owner a receipt in full or an order for withdrawal signed by the claimant or his duly authorized agent or assignee.

§ 9.13.3.2 Notwithstanding the foregoing paragraph, funds retained for the payment of claims filed with the Owner shall not be withheld longer than ninety (90) days following the date fixed for final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with the Owner.

§ 9.13.3.3 At the expiration of the ninety (90) day period, Owner shall pay to the Construction Manager such amounts as are not the subject of suit and lis pendens notices and shall retain thereafter, subject to the final outcome of such suits, only sufficient funds to insure the payment of judgments that may result from the suit.

§ 9.13.3.4 If any claim for such labor, materials, supplies or equipment remains unsatisfied after Final Payment, Construction Manager shall refund to Owner all sums which the Owner may for any reason be obligated to pay to satisfy such claim, including all costs and attorneys' fees incurred by Owner in connection therewith.

§ 9.13.4 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Construction Manager or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Construction Manager and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Owner may withhold from final payment the amounts (equal to 300% of the estimated cost of completing all Work and settling all claims) otherwise provided in the Contract Documents. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.13.5 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, whether or not then known;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of warranties required by the Contract Documents; or
- **.4** other claims arising under provisions of the Contract Documents that expressly survive Final Payment or are to be performed after Final Payment.

§ 9.13.6 Acceptance of final payment by the Construction Manager or a Subcontractor or Sub-subcontractor shall constitute a waiver of all claims against the Owner.

§ 9.13.7 In addition to the requirements provided in this Section 9.13, the satisfaction of the conditions to Final Payment set forth in Section 7.2 of the Plan and any other applicable conditions contained in the Plan shall be a condition precedent to the Owner's obligation to make Final Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Construction Manager 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 Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- **.1** All personnel including employees on the Work or at the Project and other persons who may be affected thereby, including visitors, guests and employees if applicable;
- **.2** the Work and the materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Construction Manager or Subcontractors and Sub-subcontractors; and

.3 other property at the site or adjacent to the Project, 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 Construction Manager shall comply with and give notices required by OSHA and all other 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 Construction Manager shall 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 owners and users of adjacent sites and utilities.

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

§ 10.2.5 The Construction Manager shall promptly remedy damage and loss to property referred to in Sections 6.2.4, 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Construction Manager, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly engaged or employed by any of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss 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 Construction Manager. The foregoing obligations of the Construction Manager are in addition to the Construction Manager's indemnification obligations under the Contract Documents.

§ 10.2.6 The Construction Manager shall designate a responsible member of the Construction Manager's organization at the site whose duty shall be the prevention of accidents and compliance with OSHA or other laws and regulations relating to safety. This person shall be the Construction Manager's superintendent unless otherwise designated by the Construction Manager in writing to the Owner and Architect.

§ 10.2.7 The Construction Manager shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition for the Work or any properties adjacent to the Project.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If any 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, oral notice of injury or damage must be given to the other party within 24 hours of occurrence and written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding two (2) business days after discovery. The written notice shall provide sufficient detail to enable the other party to investigate the matter in detail.

§ 10.3 HAZARDOUS MATERIALS
Except as respects that portion of the Work defined or otherwise described by the Contract Documents and as further set forth below in 10.3.2, as the responsibility of the Construction Manager for the abatement of existing hazardous materials to be removed by the Construction Manager during the Existing Hazardous Materials Abatement Phase of the Work, and in advance of Demolition and New Construction Phases of the Work of the Project, this Contract does not contemplate the handling of any other additional Hazardous Materials during the course of said subsequent Demolition and New Construction Phases (other than Ordinary Course Materials) or the incorporation of any Hazardous Materials into the construction of the Project. The term "Hazardous Materials" shall mean any hazardous or environmentally-controlled substance subject to regulation by any local, state or federal governmental authority. The term "Ordinary Course Materials" means those Hazardous Materials used for cleaning, printing or other common purposes in the ordinary course of general office use or for cleaning, fuel, or other common purposes in the ordinary course of commercial construction in quantities typically used for such purposes and used in accordance with all laws, rules, and regulations.

§ 10.3.1 The Construction Manager's Responsibilities:

.1 The Construction Manager, its Subcontractors Sub-subcontractors, and their respective agents, representatives and employees shall not introduce or cause the introduction of any Hazardous Materials (other than Ordinary Course Materials) to the Project or the Project Site.

.2 The Construction Manager shall be responsible for the safe and careful use of Ordinary Course Materials in accordance with all laws, rules, and regulations by the Construction Manager, its Subcontractors, Sub-subcontractors, and their respective agents, representatives and employees on the Project Site.

.3 In the event that the Construction Manager, any of its Subcontractors, Sub-subcontractors, or their respective agent, representatives or employees, introduces or causes the introduction of Hazardous Materials to the Project or Project Site or misuses Ordinary Course Materials on the Project site, the Construction Manager shall pay for removal of all such substances and shall indemnify Owner and its successors as owners of the Site for all liability resulting from the introduction of such substances to the Project, including any release thereof and any failure to handle and dispose of the sums in accordance with the Contract Documents and all applicable laws. The Construction Manager shall not be entitled to any extensions to the Project Schedule for delays caused by such introduction of Hazardous Materials or misuse of Ordinary Course Materials.

§ 10.3.2 Hazardous Materials Testing and Abatement Phase Work. The Construction Manager shall be responsible for, and shall engage a qualified testing and abatement contractor for that portion of the Work defined or otherwise described by the Contract Documents for testing for, and abatement of any and all hazardous materials existing on the Project site or contained in the existing building facility that is to be demolished by the Construction Manager, prior to the New Construction Phase of the Work. In the event, after said testing, that Hazardous Materials (other than Ordinary Course Materials) are found to exist on the Project site or in the existing building facility to be demolished, the Construction Manager shall engage the qualified testing and/or abatement contractor and shall make arrangements for, and otherwise manage the removal and disposal of the Hazardous Materials as required, prior to the commencement of the subsequent Demolition Phase of the Work of the Project.

§ 10.3.3 Post-Abatement Phase Suspension of Work; Notification of Owner. If after the initial Abatement Phase of the Work of the Project as defined or otherwise described in the Contract Documents, and, in the subsequent event the Construction Manager thereafter during Demolition or New Construction Phases of the Work encounters, on the Project, site material reasonably believed to be Hazardous Materials (other than Ordinary Course Materials), the Construction Manager shall immediately stop Work in the area affected by such Hazardous Materials and report the condition to the Architect and the Owner in writing. The Work in such affected area shall be resumed in the absence of Hazardous Materials, or when any Hazardous Materials have been rendered harmless, as determined by written instructions of the Architect.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Construction Manager brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents; provided that Construction Manager shall be responsible for the handling, use and disposition of the same in accordance with all applicable laws.

§ 10.3.5 The Construction Manager shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Construction Manager brings to the site and fails to handle, use or dispose of in accordance with all applicable laws, or (2) where the Construction Manager 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.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Construction Manager shall act, at the Construction Manager's reasonable discretion, to prevent and minimize threatened damage, injury or loss. Additional compensation or extension of time claimed by the Construction Manager on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

See Article 8 of the Plan.

§ 11.1 Intentionally Deleted

§ 11.2 *Intentionally Deleted*

§ 11.3 *Intentionally Deleted*

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Construction Manager to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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 Construction Manager shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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 Construction Manager's expense and without reimbursement 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 Construction Manager. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Construction Manager's expense and without reimbursement unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Construction Manager shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 Construction Manager's expense and without reimbursement.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Construction Manager's obligations under Section 3.5, Section 12.2.1, and any other provisions of the Contract Documents, 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 9.10.1, or by terms of an 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 or otherwise defective in materials and/or workmanship, the Construction Manager shall, at the Construction Manager's sole expense, correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Construction Manager a written acceptance of such condition. The corrective work shall include the complete rework, repair or replacement of defective or nonconforming Work. Construction Manager and its Subcontractors, Sub-subcontractors shall not be entitled to any compensation from Owner for corrective work. The Owner shall give such notice promptly after discovery of the condition. If the Owner fails to notify the Construction Manager on or before the first anniversary of the date of Substantial Completion and give the Construction Manager an opportunity to make the correction, the Owner waives the rights to require correction by the Construction Manager under this Section 12.2.2.1. If the Construction Manager fails to correct nonconforming Work within ten (10) business days after receipt of notice thereof (or, if such nonconformance is such that it cannot reasonably be corrected within such period, so long as Construction Manager is diligently prosecuting such correction, such longer period as is reasonably required to make such correction), the Owner may correct such nonconforming Work and recover from Construction Manager Owner's cost of making such corrections, including ten (10%) percent of all direct costs for overhead and supervision. Owner's rights under this Section 12.2.2 are in addition to any claims Owner may have against Construction Manager for negligence in the performance of the Work.

§ 12.2.2.2 The one-year period for notice of non-conforming or defective 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 notice of non-conforming or defective Work shall not be extended by corrective Work performed by the Construction Manager pursuant to this Section 12.2; but Construction Manager shall be required to correct any defects in any corrective work of which Construction Manager is given notice within such one year period or, if later, within six (6) months after such correction is completed.

§ 12.2.3 The Construction Manager 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 Construction Manager nor accepted by the Owner.

§ 12.2.4 The Construction Manager shall bear the cost (without reimbursement) of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Construction Manager's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Construction Manager shall commence corrective work within seven (7) days after receiving Architect's or Owner's notice thereof (or earlier as may be necessary to maintain the Construction Schedule), except that for warranty item(s) that pose safety risks or render the Project or any portion of the Project unfit for its intended use, in the opinion of the Owner, the Construction Manager shall take any and all measures to resolve the warranty item(s) immediately. This shall include the acceleration of labor, material and equipment, all as may be necessary to implement the resolution. All costs associated with the resolution of the warranty issue(s) shall remain the responsibility of the Construction Manager.

§ 12.2.6 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Construction Manager 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 Construction Manager to correct the Work under Section 12.2.2.1, 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 Construction Manager's liability with respect to the Construction Manager's obligations other than the specific obligations to correct the Work under Section 12.2.2.1.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract and any other claim relating to the Project shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Construction Manager 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 such 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 Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender agrees to assume the Owner's rights and obligations under the Contract Documents if the assignment is consummated. The Construction Manager shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; by successful and confirmed facsimile transmission; or if delivered at, or sent by registered or certified mail or by courier service providing proof of

delivery to, the last business address known to the party giving notice. All notices shall be effective upon delivery or refusal to accept delivery.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 No action or failure to act by the Owner, Architect or Construction Manager 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 Construction Manager 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 Construction Manager 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Construction Manager.

§ 13.5.2 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 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Construction Manager to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Construction Manager 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Owner and Architect's services and expenses shall be at the Construction Manager's expense.

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

§ 13.5.5 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.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Plan within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONSTRUCTION MANAGER

§ 14.1.1 The Construction Manager may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Construction Manager or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager, 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 Construction Manager of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has wrongfully not made payment as required by the Contract Documents on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Construction Manager promptly, upon the Construction Manager's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Construction Manager may terminate the Contract if, through no act or fault of the Construction Manager or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager, 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 and continues uncured for ten (10) days following written notice from Construction Manager to the Owner and Architect of Construction Manager's intent to terminate the Contract on account thereof, the Construction Manager may, by further written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed in accordance with the Plan.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Construction Manager or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Construction Manager because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to material and substantial matters regarding the progress of the Work, and such failure remains uncured for ten (10) days following written notice from Construction Manager to the Owner and Architect of Construction Manager's intent to terminate the Contract on account thereof, the Construction Manager may, by further written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed in accordance with the Plan.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 In the event of a default by Construction Manager that continues uncured for ten (10) days after Construction Manager is given notice thereof, Owner may, after consultation with the Architect, at Owner's option, exercised by written notice to Construction Manager, terminate the Contract, take over the Work and take possession of the Project site and all tools, equipment, and supplies then being used in connection with the Work (including those owned by Construction Manager) and finish the Work by whatever method it deems expedient, including accepting the assignment to Owner of any or all of the subcontracts.

§14.2.2 If Owner terminates the Contract pursuant to Section 14.2.1, Construction Manager shall not be entitled to receive any further payment, except that if when the Work is finally complete the total cost to Owner for the Work (including amounts paid to Construction Manager and amounts paid to complete the Work) is less than the Contract Sum, Owner will pay to Construction Manager the lesser of (i) the Cost of Work completed by Construction Manager and not previously paid for by Owner or (ii) the amount which brings Owner's total cost for the Project up to the Contract Sum. If Owner's expense of completing the Work exceeds the unpaid balance of the Contract Sum, Construction Manager shall promptly pay the difference to Owner on demand. The total cost to Owner for the Work shall include, without limitation, all of Owner's direct and indirect costs of completion, including without limitation fees due to Architect and Owner's Representative Firm for additional administration and consulting, plus ten percent (10%) of all Owner's costs incurred for the Work after the termination of the Contract for overhead and supervision. Upon the termination of this Contract, pursuant to Section 14.2.1, Owners shall have no obligation to pay Construction Manager for any Work performed after such termination, and no obligation to make any further payments to the Construction Manager for Work performed before such termination, until the Project has been completed, accepted by the Owner, and the Owner has determined to the Owner's complete satisfaction that

potential expenses, charges and claims relating to the performance of the Work have been satisfied. Any payments to Construction Manager shall, in any event, be reduced by amounts due to the Owner under the terms of the Contract Documents.

§14.2.3 The remedies provided to Owner pursuant to this Section 14.2 shall be in addition to all other remedies of any kind and nature which Owner may have, either at law or in equity, for any breach hereof or failure to perform by Construction Manager, including without limitation, the liquidated damages provided in the Plan. All remedies of Owner shall be cumulative, and the exercise of one or more remedies by Owner hereunder shall not preclude the simultaneous exercise or subsequent exercise of other or additional remedies.

§14.2.4 In the event this Contract is terminated as provided herein, all obligations of Construction Manager relating to Work performed by Construction Manager prior to termination, including, without limitations, warranty and indemnification, shall survive such termination.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Construction Manager 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 as described in Section 14.3.1. 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 Construction Manager 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 written notice from the Owner of such termination for the Owner's convenience, the Construction Manager 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 Construction Manager shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination together with any overhead and profit that may be allowed by the applicable provisions of Article 10 of the Plan. The Construction Manager shall not in any event receive a fee or any overhead and profit on Work not performed.

ARTICLE 15 CLAIMS AND DISPUTES

No time periods provided in this Article 15 shall be applicable when a different time period is otherwise specifically agreed to by both parties in writing.

§ 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, 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 Construction Manager arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Construction Manager must be initiated by written 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. Except as otherwise provided in the Contract Documents, Claims by either party must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes or should have recognized in the exercise of reasonable diligence the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.9 and Article 14, the Construction Manager shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Construction Manager wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
See Section 8.3.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Construction Manager 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 Construction Manager 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, (excluding those arising under Sections 10.3, 10.4, claims for indemnification covered under the Plan and Claims asserted after final payment), shall be referred to the Initial Decision Maker for initial decision. The person or firm designated in the Plan will serve as the Initial Decision Maker. 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 arising prior to the date final payment is due, unless fifteen (15) days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Construction Manager and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within fifteen (15) 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. Owner shall not be obligated to authorize any such retention.

§ 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 fifteen (15) days after receipt of such 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, approving some parts of the Claim and rejecting the other parts of 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 therefore; 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 unless the Owner or the Construction Manager gives notice to the other objecting to the initial decision or a specific part thereof within ten (10) business days after receipt of the initial decision. If such a notice is given, the initial decision (or the specific part to which objection is made) shall not be binding on the parties.

§ 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 an initial decision, demand in writing that the other party submit to mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Construction Manager, 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 Construction Manager'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 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.8.4, 9.8.5, and 15.1.6 shall be subject to mediation as a condition precedent to initiating litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, shall be administered by a mutually acceptable mediator in accordance with its Construction Industry Mediation Procedures in effect on the date of the Plan. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. If the parties are unable to agree on a mutually acceptable mediator, within 30 days of the written request for mediation, the matter may proceed to litigation.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

END

ATTACHMENT A

Gunnison County Courthouse Facility

Based on 5/16/14 Documents with VE

June 29, 2014

GEJOHNSON CONSTRUCTION COMPANY

FGMP - Revision 1

BID PACKAGE SUMMARY

Bid Item #	Bid Description		Current Est. Lvl	Subcontractor
	BID PACKAGE NO.1 & 2			
02A	Selective Demolition	$	149,040	GEJCC
	Steel Disconnect	$	10,000	GEJ Estimate
	Steel Bracing/Wall Support/Struct Shoring	$	47,590	GEJ Estimate
	Demolition Engineering	$	10,000	Martin/Martin
	Structural Brick Repair Allowance for Demo Only	$	30,000	Allowance
02A/02C	Building & Site Demolition	$	371,826	Hearne
02B	Hazardous Material Abatement	$	88,392	CO Hazard Control
15B	Mechanical Demo	$	3,000	GEJ Estimate
16A	Electrical Demo	$	11,200	GEJ Estimate
	General Conditions & Site Requirements - Demo	$	141,718	
		$	-	
	BID PACKAGE NO. 3 & 4			
05A	Steel	$	1,078,210	Midwest Steel
03A	Concrete	$	747,090	Concrete Systems Inc.
31A	Excavation	$	158,545	Hearne
	General Conditions & Site Requirements - Construction	$	848,309	
		$	-	
	BID PACKAGE 5	$	-	
4A	Masonry	$	1,152,400	ASCO
6F	Millwork/Casework	$	440,162	Concepts in Millwork
7A	Dampproofing	$	9,049	Centenial State Roofing
7B	Insulation	$	89,610	Accurate Insulation
7F	Roofing/Metal Panels/Flashing/Roof Accessories	$	419,783	Douglass/Centennial /JT Const
8A	Doors, Frames & Hardware (Furnish Only)	$	168,943	Colorado Doorways, Inc.
8F	Overhead Doors	$	6,165	Quality Garage Doors
8G	Aluminum and Glass	$	686,909	Pinnacle Glass
8N	Skylights	$	-	Deleted
9C	Gypsum Wallboard / Metal Framing	$	747,990	Allman Drywall, Inc.
9G	Tile / Stone Tiling	$	242,590	Mountain Surfaces
9I	Acoustical Ceilings	$	206,310	Allman Drywall, Inc.
9L	Resilient Flooring / Base	$	-	w/ 09M Carpeting
9M	Carpeting	$	121,927	Mountain Surfaces
9O	Painting / Concrete Floor Sealer and Hardener	$	203,513	National Coatings
10B	Toilet Partitions / Accessories	$	20,530	Timberline Building Specialties, Inc.
14B	Elevators	$	222,350	Otis Elevator
14E	Lifts	$	-	Deleted
21A	Fire Protection	$	161,250	Western Slope
22A	Plumbing / HVAC / Mechanical	$	2,070,274	2H Mechanical LLC
24D	Geothermal Exchange System	$	324,326	Can-America Drilling
26A	Electrical	$	1,304,623	EC Electric
32A	Fencing	$	-	w/4A Masonry
32B	Landscaping & Irrigation / Site Furnishings	$	135,643	B Miller, Inc. dba Rainmaker, Inc.
32C	Asphalt Paving	$	41,341	Pavement Maintenance Services, Inc.
33A	Site Utilities / Storm Drainage / Sewer / Water	$	41,995	Spalone
	Estimated Remaining Costs	$	-	GEJ Estimate
	Bid Package 6			
6A	Rough Carpentry/Wood Trusses	$	201,000	GMP w/ Big C Builders
7K	Joint Sealants	$	6,727	Centenial State Roofing
8B	Doors and Hardware Installation	$	26,668	Big C Builders
8I	Aluminum Clad Wood Windows	$	76,265	Big C Builders
9J	Decorative Metal Panel Ceilings	$	57,538	Big C Builders

Gunnison County Courthouse Facility

Based on 5/16/14 Documents with VE

June 29, 2014

GE JOHNSON CONSTRUCTION COMPANY

FGMP - Revision 1

BID PACKAGE SUMMARY

10G	Signage	$	20,000	Allowance
10I	Fire Extringuishers, AEDs /Cabinets	$	8,560	Timberline Building Specialties, Inc.
10M	Corner Guards	$	1,350	Allowance
11R	Detention Equipment	$	33,800	CML RW
12C	Blinds/Shades	$	34,530	Lu-Tek
	1881 Foundation Stone Planters	$	10,000	Allowance
	Bid Item Subtotal	$	12,989,041	
	Estimating Contingency (0.0%)	$	-	
	Construction Contingency	$	116,837	
	Escalation (0.0%)	$	-	
	Subtotal Direct Construction Costs	**$**	**13,105,878**	
Contractor Indirect Costs				
	Building Permit & Plan Review Fees		By Owner	
0.60%	Contractor's Insurance	$	77,934	
	Builder's Risk Insurance	$	16,631	
	Performance and Payment Bond	$	-	Requirement Deleted
	Preconstruction Services	$	45,000	
3.85%	CM/GC Fee	$	500,078	
	Subtotal Indirect Costs	**$**	**639,643**	
	FINAL GUARANTEED MAXIMUM PRICE	**$**	**13,745,522**	
	Unit Cost		**$299.56**	**/sf /sf**

Site Indirect Costs

City Imposed Impact Fees	By Owner
Site Development Fees	By Owner
Water Connection Fees	By Owner
Electrical Primary Fee	By Owner
Construction Materials Testing & Inspections	By Owner

Other Project Costs

FF&E	By Owner
Design & Engineering Services and Fees	By Owner
Owner's Project Contingency	By Owner
Escalation	By Owner

ATTACHMENT B1

GUNNISON COURTHOUSE - ABATEMENT & DEMOLITION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	**PROJECT SUPERVISION TOTAL**				**$ 54,322.18**
2	Officers of the Company (included in fee)	---	---	---	Included in Fee
3	Project Executive (included in fee)	---	---	---	Included in Fee
4	Project Manager	104	HR	$ 96.11	$ 9,987.75
5	Assistant Project Manager		HR		$ -
6	Project Engineer		HR		$ -
7	Assistant Engineer		HR		$ -
8	Senior Project Superintendent		HR		$ -
9	Project Superintendent	520	HR	$ 62.00	$ 32,240.00
10	Assistant Superintendent		HR		$ -
11	Field Engineer		HR		$ -
12	MEP Coordinator		HR		$ -
13	Administrative Support	98	HR	$ 42.32	$ 4,147.36
14	Project Specific Accounting	55	HR	$ 58.04	$ 3,192.20
15	Scheduling		HR		$ -
16	Safety Personal	37	HR	$ 65.74	$ 2,432.38
17	Quality Control Personnel		HR		$ -
18	Project Estimator		HR		$ -
19	Carpenter Foreman		HR		$ -
20	Carpenter		HR		$ -
21	Labor Foreman		HR		$ -
22	Laborer		HR		$ -
23	Hoisting Operator		HR		$ -
24	Crane Operator		HR		$ -
25	Environmental Manager	37	HR	$ 62.77	$ 2,322.49
26	[enter other staff positions]		HR		$ -
27					$ -
28	**PROJECT ON-SITE OFFICE TOTAL**				**$ 36,647.19**
29	Office Facilities / Rent	1	ls	$ 1,674.00	$ 1,674.00
30	Office Equipment	1	ls	$ 8,116.00	$ 8,116.00
31	Office Furniture				$ -
32	Office Mobilization	32	hr	$ 92.10	$ 2,947.20
33	Janitorial				$ -
34	Radios and Communication	1	ls	$ 3,615.00	$ 3,615.00
35	Company Vehicles	1	ls	$ 5,231.00	$ 5,231.00
36	Trailer	3	mo	$ 511.33	$ 1,533.99
37	Courier service				$ -
38	Internet service	3	mo	$ 200.00	$ 600.00
39	Data Processing				$ -

ATTACHMENT B1

GUNNISON COURTHOUSE - ABATEMENT & DEMOLITION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
40	Travel Expense	1	ls	$ 11,700.00	$ 11,700.00
41	Digital camera/Project photos				$ -
42	Office Supplies	3	mo	$ 175.00	$ 525.00
43	Postage/Fed ex	3	mo	$ 100.00	$ 300.00
44	Printing and reproduction				$ -
45	Drinking Water	3	mo	$ 135.00	$ 405.00
46					$ -
47	**TEMPORARY FACILITIES TOTAL**				**$ 37,529.80**
48	Electrical Utility Fees				$ -
49	Electrical distribution / set-up				$ -
50	Lighting				$ -
51	Electrical Generator				$ -
52	Water - Construction				$ -
53	Heating	2	mn	$ 2,187.06	$ 4,374.12
54	Heating and Cooling				$ -
55	Fire protection and hydrant use				$ -
56	Sanitation facilities	1	ls	$ 2,700.00	$ 2,700.00
57	Fuel**Vehicle Fuel Only	1	ls	$ 3,300.00	$ 3,300.00
58	Utility consumption costs				$ -
59	Hoisting				$ -
60	Hoisting Operator				$ -
61	Temp Elevator Set-up and use				$ -
62	Site Protection / Security				$ -
63	Stairs				$ -
64	Fencing	1150	lf	$ 20.97	$ 24,120.00
65	Access to the site				$ -
66	Staging areas				$ -
67	Storage Containers				$ -
68	Signage	1	ls	$ 860.00	$ 860.00
69	Temporary Utility Connection fees				$ -
70	Temporary Enclosures				$ -
71	Rodent and Pest Control				$ -
72	*Snow Removal*	1	ls	$ 2,175.68	$ 2,175.68
73	**ENGINEERING TOTAL**				**$ -**
74	Layout				$ -
75	Building controls				$ -
76	Surveying				$ -
77	Shop drawing detailing				$ -
78	As-Built Coordination				$ -

ATTACHMENT B1

GUNNISON COURTHOUSE - ABATEMENT & DEMOLITION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
79					$ -
80	**SAFETY & SECURITY TOTAL**				**$ 6,383.35**
81	Safety inspections				$ -
82	Flagman				$ -
83	Jobsite safety	3	mo	$ 888.45	$ 2,665.35
84	Perimeter guardrails				$ -
85	Barricades, lights, and signs				$ -
86	Covered sidewalk enclosures				$ -
87	Scaffolding, ladders, platforms				$ -
88	Protective equipment	1	ls	$ 2,500.00	$ 2,500.00
89	Protective materials				$ -
90	Fire safety	3	mo	$ 156.00	$ 468.00
91	First aid	3	mo	$ 150.00	$ 450.00
92	*Physicals/Drug Screens*	1	ls	$ 300.00	$ 300.00
93	**SITE CONDITIONS TOTALS**				**$ 6,835.00**
94	Project interim clean-up	1	ls	$ 3,535.00	$ 3,535.00
95	Project final clean-up				$ -
96	Contractor site equipment				$ -
97	Material & Man Hoist				$ -
98	Crane				$ -
99	Debris Boxes	6	ea	$ 550.00	$ 3,300.00
100	Weather protection				$ -
101	Dust control				$ -
102	Traffic Control				$ -
103	Street Cleaning				$ -
104	Exterior Protection				$ -
105	Roof Protection				$ -
106	Small Tools and Consumables				$ -
107					$ -
	TOTAL GENERAL CONDITIONS (ABATE. & DEMO. COMBINED)				$ 141,717.52
ABATE.	GENERAL CONDITIONS				$ -
DEMO.	GENERAL CONDITIONS				$ -

NOTES:

1 It is the Owner's intent that the General Contractor work under a complete "open book" approach.

2 It is the Owner's intent that all General Conditions' costs will be identified and included in this Attachment.

ATTACHMENT B1

GUNNISON COURTHOUSE - ABATEMENT & DEMOLITION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
3	Do not modify the order of these items. If additional space is required to capture further detail, rows may be added at the bottom of the list under the appropriate headings within the spreadsheet.				
4	General Conditions will become a separate guarantee within the total GMP.				
5	All pertinent travel and temporary lodging expenses for the project must be included within the General Conditions and this spreadsheet.				

ATTACHMENT B2

GUNNISON COURTHOUSE - RENOVATION & NEW CONSTRUCTION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	**PROJECT SUPERVISION TOTAL**				**$ 398,584.41**
2	Officers of the Company (included in fee)	---	---	---	Included in Fee
3	Project Executive (included in fee)	---	---	---	Included in Fee
4	Project Manager	831	HR	$ 96.11	$ 79,902.00
5	Assistant Project Manager		HR		$ -
6	Project Engineer	2427	HR	$ 50.60	$ 122,787.00
7	Assistant Engineer		HR		$ -
8	Senior Project Superintendent		HR		$ -
9	Project Superintendent	2253	HR	$ 62.00	$ 139,706.00
10	Assistant Superintendent		HR		$ -
11	Field Engineer		HR		$ -
12	MEP Coordinator		HR		$ -
13	Administrative Support	456	HR	$ 42.32	$ 19,297.92
14	Project Specific Accounting	257	HR	$ 58.04	$ 14,916.28
15	Scheduling		HR		$ -
16	Safety Personal	171	HR	$ 65.74	$ 11,241.54
17	Quality Control Personnel		HR		$ -
18	Project Estimator		HR		$ -
19	Carpenter Foreman		HR		$ -
20	Carpenter		HR		$ -
21	Labor Foreman		HR		$ -
22	Laborer		HR		$ -
23	Hoisting Operator		HR		$ -
24	Crane Operator		HR		$ -
25	Environmental Manager	171	HR	$ 62.77	$ 10,733.67
26	[enter other staff positions]		HR		$ -
27					$ -
28	**PROJECT ON-SITE OFFICE TOTAL**				**$ 167,901.29**
29	Office Facilities / Rent				$ -
30	Office Equipment	1	ls	$ 35,945.00	$ 35,945.00
31	Office Furniture				$ -
32	Office Mobilization				$ -
33	Janitorial				$ -
34	Radios and Communication	1	ls	$ 7,395.00	$ 7,395.00
35	Company Vehicles	1	ls	$ 28,374.00	$ 28,374.00
36	Trailer	13	mo	$ 511.33	$ 6,647.29
37	Courier service				$ -
38	Internet service	1	ls	$ 2,800.00	$ 2,800.00

ATTACHMENT B2

GUNNISON COURTHOUSE - RENOVATION & NEW CONSTRUCTION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
39	Data Processing				$ -
40	Travel Expense	1	ls	$ 80,950.00	$ 80,950.00
41	Digital camera/Project photos				$ -
42	Office Supplies				$ -
43	Postage/Fed ex	14	mo	$ 100.00	$ 1,400.00
44	Printing and reproduction	1	ls	$ 2,500.00	$ 2,500.00
45	Drinking Water	14	mo	$ 135.00	$ 1,890.00
46					$ -
47	**TEMPORARY FACILITIES TOTAL**				**$ 111,635.00**
48	Electrical Utility Fees				$ -
49	Electrical distribution / set-up				$ -
50	Lighting				$ -
51	Electrical Generator				$ -
52	Water - Construction				$ -
53	Heating	1	ls	$ 69,405.00	$ 69,405.00
54	Heating and Cooling				$ -
55	Fire protection and hydrant use				$ -
56	Sanitation facilities	1	ls	$ 12,000.00	$ 12,000.00
57	Fuel***Vehicle Fuel Only	1	ls	$ 13,800.00	$ 13,800.00
58	Utility consumption costs				$ -
59	Hoisting				$ -
60	Hoisting Operator				$ -
61	Temp Elevator Set-up and use				$ -
62	Site Protection / Security				$ -
63	Stairs				$ -
64	Fencing				$ -
65	Access to the site				$ -
66	Staging areas				$ -
67	Storage Containers				$ -
68	Signage				$ -
69	Temporary Utility Connection fees				$ -
70	Temporary Enclosures				$ -
71	Rodent and Pest Control				$ -
72	*Snow Removal*	1	ls	$ 16,430.00	$ 16,430.00
73	**ENGINEERING TOTAL**				**$ 21,287.40**
74	Layout				$ -
75	Building controls				$ -
76	Surveying	8.5	wk	$ 2,504.40	$ 21,287.40

ATTACHMENT B2

GUNNISON COURTHOUSE - RENOVATION & NEW CONSTRUCTION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
77	Shop drawing detailing				$ -
78	As-Built Coordination				$ -
79					$ -
80	**SAFETY & SECURITY TOTAL**				**$ 20,236.62**
81	Safety inspections				$ -
82	Flagman				$ -
83	Jobsite safety	14	mo	$ 1,107.33	$ 15,502.62
84	Perimeter guardrails				$ -
85	Barricades, lights, and signs				$ -
86	Covered sidewalk enclosures				$ -
87	Scaffolding, ladders, platforms				$ -
88	Protective equipment				$ -
89	Protective materials				$ -
90	Fire safety	14	mo	$ 156.00	$ 2,184.00
91	First aid	14	mo	$ 150.00	$ 2,100.00
92	*Physicals/Drug Screens*	1	ls	$ 450.00	$ 450.00
93	**SITE CONDITIONS TOTALS**				**$ 128,664.00**
94	Project interim clean-up	1	ls	$ 16,481.00	$ 16,481.00
95	Project final clean-up	1	ls	$ 26,272.00	$ 26,272.00
96	Contractor site equipment				$ -
97	Material & Man Hoist				$ -
98	Crane				$ -
99	Debris Boxes	46	ea	$ 550.00	$ 25,300.00
100	Weather protection	46590	sf	$ 1.30	$ 60,611.00
101	Dust control				$ -
102	Traffic Control				$ -
103	Street Cleaning				$ -
104	Exterior Protection				$ -
105	Roof Protection				$ -
106	Small Tools and Consumables				$ -
107					$ -
	TOTAL GENERAL CONDITIONS				$ 848,308.72
ALT. #1	TOTAL GENERAL CONDITIONS				$ -
ALT. #2	TOTAL GENERAL CONDITIONS				$ -
ALT. #3	TOTAL GENERAL CONDITIONS				$ -
ALT. #4	TOTAL GENERAL CONDITIONS				$ -

ATTACHMENT B2

GUNNISON COURTHOUSE - RENOVATION & NEW CONSTRUCTION COMPONENTS OF THE PROJECT

DETAILED GENERAL CONDITIONS

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
TOTAL GENERAL CONDITIONS INCLUDING ALTERNATES #1, #2, #3 & #4					$ 848,308.72

NOTES:

1. It is the Owner's intent that the General Contractor work under a complete "open book" approach.
2. It is the Owner's intent that all General Conditions' costs will be identified and included in this Attachment.
3. Do not modify the order of these items. If additional space is required to capture further detail, rows may be added at the bottom of the list under the appropriate headings within the spreadsheet.
4. General Conditions will become a separate guarantee within the total GMP.
5. All pertinent travel and temporary lodging expenses for the project must be included within the General Conditions and this spreadsheet.

ATTACHMENT C1

GUNNISON COURTHOUSE - ABATEMENT & DEMOLITION COMPONENTS OF THE PROJECT

LABOR BURDEN RATES

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	STAFF POSITION	BASE HOURLY LABOR RATE	BURDEN RATE %	BILLABLE HOURLY RATE	OVERTIME BILLABLE HOURLY RATE
1	Officers of the Company (included in fee)	---	---	---	---
2	Project Executive (included in fee)	---	---	---	---
3	Project Manager	$ 64.73	48%	$ 96.11	---
4	Assistant Project Manager	**not used**	---	---	---
5	Project Engineer	$ 31.72	60%	$ 50.60	---
6	Assistant Engineer	**not used**	---	---	---
7	Senior Project Superintendent	**not used**	---	---	---
8	Project Superintendent	$ 36.05	72%	$ 62.00	---
9	Assistant Superintendent	**not used**	---	---	---
10	Field Engineer	$ 36.02	60%	$ 57.61	---
11	MEP Coordinator	**not used**	---	---	---
12	Administrative Support	$ 24.64	72%	$ 42.32	$ 63.48
13	Project Specific Accounting	$ 36.34	60%	$ 58.04	$ 87.06
14	Scheduling	**with staff**	---	---	---
15	Safety Personal			$ 65.74	---
16	Quality Control Personnel	**with staff**	---	---	---
17	Project Estimator	$ 34.80	61%	$ 55.98	---
18	Carpenter Foreman	$ 31.10	57%	$ 48.79	$ 73.19
19	Carpenter	$ 28.64	58%	$ 45.32	$ 67.98
20	Labor Foreman	$ 29.37	58%	$ 46.47	$ 69.71
21	Laborer	$ 26.62	60%	$ 42.59	$ 63.89
22	Hoisting Operator	**not used**	---	---	---
23	Crane Operator	**not used**	---	---	---
24	Senior Estimator	$ 42.45	79%	$ 75.97	---
25	Preconstruction Director	$ 77.27	61%	$ 124.04	---
26		---	---	---	---
27		---	---	---	---

NOTES:

1 Provide the applicable rates and labor burden as a percentage for the staff positions listed above.
2 Add any staff positions and applicable rates for individuals not included here that are proposed on the project.
3 No fee markups (overhead or profit or vehicle allowances, etc.) allowed within these rates.
4 Provide a separate detailed breakout explanation of all costs included within the burden rate.

ATTACHMENT C2

GUNNISON PUBLIC COURTHOUSE - RENOVATION & NEW CONSTRUCTION COMPONENTS OF THE PROJECT

LABOR BURDEN RATES

Issued Date: 8/19/2013

Submitted Date: November 7, 2013

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	STAFF POSITION	BASE HOURLY LABOR RATE	BURDEN RATE %	BILLABLE HOURLY RATE	OVERTIME BILLABLE HOURLY RATE
1	Officers of the Company (included in fee)	---	---	---	---
2	Project Executive (included in fee)	---	---	---	---
3	Project Manager	$ 64.73	48%	$ 96.11	---
4	Assistant Project Manager	not used	---	---	---
5	Project Engineer	$ 31.72	60%	$ 50.60	---
6	Assistant Engineer	not used	---	---	---
7	Senior Project Superintendent	not used	---	---	---
8	Project Superintendent	$ 36.05	72%	$ 62.00	---
9	Assistant Superintendent	not used	---	---	---
10	Field Engineer	$ 36.02	60%	$ 57.61	---
11	MEP Coordinator	not used	---	---	---
12	Administrative Support	$ 24.64	72%	$ 42.32	$ 63.48
13	Project Specific Accounting	$ 36.34	60%	$ 58.04	$ 87.06
14	Scheduling	with staff	---	---	---
15	Safety Personal			$ 65.74	---
16	Quality Control Personnel	with staff	---	---	---
17	Project Estimator	$ 34.80	61%	$ 55.98	---
18	Carpenter Foreman	$ 31.10	57%	$ 48.79	$ 73.19
19	Carpenter	$ 28.64	58%	$ 45.32	$ 67.98
20	Labor Foreman	$ 29.37	58%	$ 46.47	$ 69.71
21	Laborer	$ 26.62	60%	$ 42.59	$ 63.89
22	Hoisting Operator	not used	---	---	---
23	Crane Operator	not used	---	---	---
24	Senior Estimator	$ 42.45	79%	$ 75.97	---
25	Preconstruction Director	$ 77.27	61%	$ 124.04	---
26	Building Systems Manager	$ 62.27	48%	$ 92.16	---
27	Building Systems Coordinator	$ 42.65	60%	$ 68.24	---

NOTES:

1 Provide the applicable rates and labor burden as a percentage for the staff positions listed above.
2 Add any staff positions and applicable rates for individuals not included here that are proposed on the project.
3 No fee markups (overhead or profit or vehicle allowances, etc.) allowed within these rates.
4 Provide a separate detailed breakout explanation of all costs included within the burden rate.

ATTACHMENT D1

[illegible]

STAFF TIME ALLOCATION
Issued Date: 8/19/2013
Submitted Date: September 20, 2013
FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	STAFF POSITION	INDIVIDUAL	YEARS OF EXPERIENCE	TOTAL MONTHS	MTH. 1	MTH. 2	MTH. 3	MTH. 4	MTH. 5	MTH. 6	MTH. 7	MTH. 8	MTH. 9	MTH. 10	MTH. 11	MTH. 12	MTH. 13	MTH. 14	MTH. 15	MTH. 16	MTH. 17	MTH. 18	MTH. 19	MTH. 20	MTH. 21	MTH. 22
PRECONSTRUCTION																										
					2013			2014												2015						
					Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July
1	Officers of the Company (Included in fee)	Dave Ivis		Incl. In Fee																						
2	Project Executive (included in fee)	Dave Ivis		Incl. In Fee																						
3	Lead Estimator	Steve Eikanger	18																							
3	Project Estimator	Michele Groscost	15																							
4	Project Manager	Gerry Snyder	40																							
5	Project Superintendent	Allan Arnason	7																							
6	Administrative Support																									
7	[enter other staff positions]																									
8	[enter other staff positions]																									
CONSTRUCTION																										
1	Officers of the Company (included in fee)	Dave Ivis		Incl. In Fee				2%	2%	2%																
2	Project Executive (included in fee)	Dave Ivis	The profiles, sha	Incl. In Fee				10%	10%	5%																
3	Project Manager	Gerry Snyder	40					10%	10%	25%																
4	Assistant Project Manager																									
5	Project Engineer	TBD							10%	90%																
6	Assistant Engineer																									
7	Senior Project Superintendent																									
8	Project Superintendent	Allan Arnason	7					100%	100%	75%																
9	Assistant Superintendent																									
10	Field Engineer																									
11	MEP Coordinator																									
12	Administrative Support	Nicole Ellison					20%	20%	20%	10%																
13	Project Specific Accounting						5%	5%	5%	5%																
14	Scheduling																									
15	Safety Personal	Jason Jeffries						5%	5%	10%																
16	Quality Control Personnel																									
17	Project Estimator																									
18	Quality Control Personnel																									
19	[enter other staff positions as necessary]																									
20	[enter other staff positions as necessary]																									
21																										
22																										

NOTES:
1 Include the staff title and breakdown % commitment of each member of staff that shall be on the project for each month of the project.
2 Include the total months duration that each staff member will be working on the project.
3 Consider the potential impacts of any additive scope alternates in preparation of this document. Use multiple forms as may be appropriate.
4 Add any columns for additional months you feel is appropriate.
5 Assume 173 working hours per month as standard, and extend form, if necessary, to accommodate your proposed project schedule duration in months.

ATTACHMENT D2

GUNNISON COUNTHOUSE - RENOVATION & NEW CONSTRUCTION COMPONENTS OF PROJECT

STAFF TIME ALLOCATION
Issued Date: 8/19/2013
Submitted Date: September 20, 2013
FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY, INC.

ITEM NO.	STAFF POSITION	INDIVIDUAL	YEARS OF EXPERIENCE	TOTAL MONTHS	MTH. 1	MTH. 2	MTH. 3	MTH. 4	MTH. 5	MTH. 6	MTH. 7	MTH. 8	MTH. 9	MTH. 10	MTH. 11	MTH. 12	MTH. 13	MTH. 14	MTH. 15	MTH. 16	MTH. 17	MTH. 18	MTH. 19	MTH. 20	MTH. 21	MTH. 22
PRECONSTRUCTION																										
					2013			2014												2015						
					Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July
1	Officers of the Company (included in fee)	Dave Ivis		Incl. In Fee	5%	5%	5%	3%	3%	3%																
2	Project Executive (included in fee)	Dave Ivis		Incl. In Fee	15%	15%	15%	10%	10%	5%																
3	Lead Estimator	Steve Eikanger	18		33%	33%	33%	33%	33%	25%																
3	Project Estimator	Michele Groscost	15		66%	66%	66%	66%	50%	50%																
4	Project Manager	Gerry Snyder	40		20%	20%	20%	10%	40%	50%																
5	Project Superintendent	Allan Arnason	7		5%	5%	5%																			
6	Administrative Support																									
7	[enter other staff positions]																									
8	[enter other staff positions]																									
CONSTRUCTION																										
1	Officers of the Company (included in fee)	Dave Ivis		Incl. In Fee							5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%					5%
2	Project Executive (included in fee)	Dave Ivis		Incl. In Fee							10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	5%	5%	5%	5%
3	Project Manager	Gerry Snyder	40								75%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	20%	5%	5%	5%	5%
4	Assistant Project Manager																									
5	Project Engineer	TBD									100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	5%	5%	50%	50%
6	Assistant Engineer																									
7	Senior Project Superintendent																									
8	Project Superintendent	Tyler Baker	7							25%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	25%	5%	5%	5%	5%
9	Assistant Superintendent																									
10	Field Engineer																									
11	MEP Coordinator																									
12	Administrative Support	TBD								10%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%				
13	Project Specific Accounting										5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%				
14	Scheduling																									
15	Safety Personal	Jason Jeffries									10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	5%					
16	Quality Control Personnel																									
17	Project Estimator																									
18	Quality Control Personnel																									
19	[enter other staff positions]																									
20	[enter other staff positions]																									
21																										
22																										

NOTES:

1. Include the staff title and breakdown % commitment of each member of staff that shall be on the project for each month of the project.
2. Include the total months duration that each staff member will be working on the project.
3. Consider the potential impacts of any additive scope alternates in preparation of this document. Use multiple forms as may be appropriate.
4. Add any columns for additional months you feel is appropriate.
5. Assume 173 working hours per month as standard and exend for, if necessary to accommodate your proposed project schedule duration in months.

ATTACHMENT E

GUNNISON COUNTY COURTHOUSE FACILITY

ALLOWANCE LIST

Issue Date: 8/19/2013

Submitted Date: JUNE 29, 2014

FIRM NAME: GE JOHNSON CONSTRUCTION COMPANY

ALLOWANCE LIST (INCLUDED IN THE IGMP)

ITEM NO.	DESCRIPTION	AMOUNT
1	Decorative Metal Panel Ceiling - Purchase New Panels or Edge Molding	$ 2,500
2	Signage	$ 20,000
3	Corner Guards	$ 1,350
4	1881 Area Foundation Stone Planters	$ 10,000

ATTACHMENT F

GUNNISON COURTHOUSE PROJECT (ALL COMPONENTS)
RESPONSIBILITY & BUDGET MATRIX
Issue Date: 8/19/2013
Submitted Date: June 29, 2013

ITEM NO.	DESCRIPTION	GENERAL CONTRACTOR	OWNER
1	**PREDEVELOPMENT**		
2	Phase I Environmental Report		X
3	Phase II Environmental Report		N/A
4	Environmental/Hazardous Materials Abatement	X	
5	Existing Courthouse Building (Partial) Demolition and Designated Landscaping/Tree Removal	X	
6	**PLAN REVIEW / BUILIDING PERMITS**		
7	General Building Plan Review & Permit Fees		X
8	Fire Department Plan Review & Permit Fees		X
9	Sign Plan Review & Permit Fees		X
10	Fence/Screen Wall Plan Review & Permit Fees		X
11	Fire Protection Plan Review & Permit Fees		X
12	Fire Alarm Plan Review & Permit Fees		X
13	Plumbing Plan Review & Permit Fees		X
14	Mechanical Plan Review & Permit Fees		X
15	Electrical Plan Review & Permit Fees		X
16	All other permits not described above but required by Owner/CM-GC Agmt.	X	
17			
18	**UTILITIES**		
19	Permanent Water Permit & Meter Fees		X
20	Permanent Sanitary Permit Fees		X
21	Permanent Storm Water Permit Fee		X
22	Electrical Service From Main Electrical Room to Floor Elec Rooms	X	
23	Electrical distribution from Floor Electrical Room	X	
24	Gas Service Fee for New Meter		X
25	Gas Meter and Distribution	X	
26	Telephone/Fiber Service Coordination		X
27	Telephone/Fiber Main Wire/Service from Pedestal to DMARK Room		X
28	Telephone/Fiber Conduit from Pedestal to Telephone Rooms	X	
29	Coordinate telephone/Fiber Wire/Conduit distribution by Owner's Communication Contractor, from Telephone Rooms throughout Building	X	
30	Cable Service Coordination		X
31	Cable Main Wire/Service from Pedestal to Telephone Closets		X
32	Cable Raceway from Pedestal to Telephone Closets	X	
33	Telephone Rooms throughout Bld.	X	
34	Satellite Service Coordination		X
35	Satellite Main Wire/Service from Dish to Telephone Closets		X
36	Satellite Raceway from Dish to Telephone Closets		X
37	Satellite Wire/Conduit distribution from Telephone Rooms throughout Building	X	
38	Temporary Gas Hook-up and Monthly Usage Fees (usage by owner per RFP)	X	
39	Temporary Electric Hook-up and Monthly Usage Fees (usage by owner per RFP)	X	
40	Temporary Phone Hook-up and Monthly Usage Fees	X	
41	Temporary Water & Sewer Hook-up and Monthly Usage Fees (usage by owner per RFP)	X	
42	All Temporary Heating & Cooling During Construction (including propane bottles, temporary heaters, etc...)	X	
43			
44			
45	**TAXES AND DEVELOPMENT FEES**		
46	Property Taxes		X
47	Use Tax (per exemptions noted in RFP)	X	
48	All Local, Sate and Federal Taxes for construction (per exemptions noted in RFP)	X	
49			
50	**INSURANCE, BUILDERS RISK, BONDS**		
51	Commercial General Liability Insurance & Deductible	X	
52	Excess Liability Insurance & Deductible	X	

ATTACHMENT F

GUNNISON COURTHOUSE PROJECT (ALL COMPONENTS)
RESPONSIBILITY & BUDGET MATRIX
Issue Date: 8/19/2013
Submitted Date: June 29, 2013

ITEM NO.	DESCRIPTION	GENERAL CONTRACTOR	OWNER
53	Worker's Compensation & Liability Insurance & Deductible	X	
54	Automobile Liability Insurance& Deductible	X	
55	Builders Risk & Deductible	X	
56	General Contractor Payment & Performance Bond	X	
57	Subcontractor Payment & Performance Bonds	X	
58			
59	**TESTING AND INSPECTION / QUALITY CONTROL**		
60	Coordinate and schedule all testing and inspections	X	
61	Soils Testing & Inspection (cost)		X
62	Asphalt Testing & Inspection		X
63	Concrete Testing & Inspection		X
64	Masonry Testing & Inspection		X
65	Reinforcing Steel Testing & Inspection		X
66	Structural Steel Testing & Inspection		X
67	Exterior Framing Weld/Fasteners Testing & Inspection		X
68	Fire Resistive Paint Testing & Inspection		N/A
69	Fire Rated Joint Testing & Inspection		N/A
70	Fire Proofing Testing & Inspection		X
71	3rd Party Independent Inspections		X
72			
73	**PRECONSTRUCTION**		
74	Design Development Phase Estimate Update(s) per Owner/CM-GC Agmt.	X	
75	50% Construction Document Estimate Update	X	
76	95% (Permit Set) -100% Construction Document Pricing (Final GMP)	X	
77	Regular Coordination Meetings	X	X
78	Construction Feasibility Review / Studies	X	
79	Value Engineering/Alternates	X	
80	Construction Schedule	X	
81	Long Lead Items List	X	
82	Bid Document Reproductions (beyond Architect Provided)	X	
83			
84	**CONSTRUCTION**		
85	All work per the documents and reasonably inferable for complete Project	X	
86	All worker onsite & offsite parking, transportation, and housing in performance with the construction.	X	
87	Temporary protection	X	
88	Printing or Reproduction During Construction	X	
89	LEED Checklist Construction Coordination	X	
90	Construction Surveying	X	
91	As Built Documents	X	
92	Standard Warranty	X	
93	Special Extended Warranty (i.e. equipment, flooring, etc...)	X	
94	Operation and Maintenance Manuals	X	
95			
96	**FURNITURE, FIXTURES & EQUIPMENT**		
97	Furniture		X
98	Coordinate Data Center Racks & Cabling (excluding Cross Connects)	X	
99	Coordinate with Owner's Computer Equipment Installation by others		X
100	Security - Conduit/Wire/Equipment - & Coordinate with Owner's Consultants	X	
101	Low Voltage Tele/Data Distribution - Wire/Equipment (see item 29)		
102	Audio Visual - R/I, Conduits, Pull strings, Power, Sleeves, Backing, etc.	X	
103	Coordinate with Owner's Audio Visual - Equipment/wire by others		X
104	Kitchen/Servery & Laundry Equipment		X
105			

NOTES:

1 The Responsibility and Budget Matrix is intended to aid in defining "Gray Areas" of scope between the Owner and General Contractor. This document is NOT inclusive of all of either parties responsibilities and needs to be used in conjunction with the other contract documents. Refer to scope description narratives for buildings included with schematic documents provided as basis of proposal.

Attachment G

Gunnison County Courthouse

Final Guaranteed Maximum Price

June 29, 2014

GEJOHNSON CONSTRUCTION COMPANY

PROJECT CLARIFICATIONS AND ASSUMPTIONS

Project Information

Owner: Gunnison County
Architect: Roth Sheppard and Humphries Poli Architects
Project Location: Gunnison, Colorado
Start of Construction: January 2014

General Project Clarifications

1. Our proposal is based on the construction duration and sequence outlined in the attached schedule.

2. Builder's Risk Insurance has been included.

3. We have not included plan review fees, building permit cost or sales taxes, as these were not to be included by the CM/GC per the RFP.

4. We have removed the premium for a payment and performance bond, as this requirement has been removed.

5. The Construction Contingency is to cover unknown factors that may adversely affect costs such as bidding of subcontracts and major material supply items; estimating assumptions and ambiguities; construction scheduling problems (manufacturer's delays, strikes, disruptions, work area conflicts); weather; labor and equipment availability; and productivity. In general, the Construction Contingency is to be used for cost overruns not generated or initiated by the Owner or its agents.

6. Not included within the Construction Contingencies is the Owner's contingency, which is to pay for scope changes. A scope change is defined as any change that increases size, value, operational efficiency and quality of materials of the facility, time of performance, and sequence of work.

7. The Construction Contingency included in the Final Guaranteed Maximum Price is $116,837 which is reduced to help Gunnison County with the budget. Paragraph 2.2.4 of the Plan provides that 3% Construction Contingency can be included in the Final Guaranteed Maximum Price which would be $359,970. If the $116,837 Construction Contingency is exceeded we request Gunnison County to provide change orders up to the $359,970 amount for Work items covered by the Construction Contingency as provided for in the Plan if required.

8. Design errors, omissions, code changes, or conflicts are not covered by either the Owner or CM/GC definitions of contingency. All such costs are to be resolved in accordance with the terms of the contract.

9. Legal, Physical, and Utility Surveys are not included. An as-built survey for use in title work is not included.

GEJOHNSON CONSTRUCTION COMPANY

PROJECT CLARIFICATIONS AND ASSUMPTIONS

10. Entitlement, Planning and Zoning fees and services are not included.

11. Utilities Service Company Capital Costs, Development Fees, Drainage Fees, Tap Fees, Water Meter Charges, Investment Fees, and/or Line Extension Charges, as well as Primary Electrical Fees are not included. Cost for Telephone Company or Cable TV for Permanent Service and/or Network Development is not included. Budgets are included as provided by Atmos ($8298) for the gas service and City of Gunnison (11,318) for the electrical service costs.

12. Engaging an Independent Quality Control Testing Agency is not included.

13. Watchman Service or Security Guard Service is not included.

14. Costs for changes necessitated by Building Department Code Review or other jurisdictions having authority are not included.

15. Purchasing, installation or relocation of Furniture, Fixtures and Equipment is not included.

16. We cannot guarantee that the concrete moisture/PH content meets the floor covering specification or manufacturer requirements. We exclude any additional floor preparation, including, but not limited to, mechanical bead blasting, air circulation and/or vapor sealer required to bring the concrete floors within acceptable moisture/PH tolerances for floor coverings. We also exclude all flooring warranties for concrete that is not within the acceptable moisture/PH tolerances for floor coverings.

17. GEJCC will be the controlling contractor on the site. Any other contractors entering the site during the course of construction will need prior approval by GEJCC and will comply with all GEJCC requirements including but not limited to; insurance requirements, safety policies and site rules/requirements.

18. An Allowance is defined as an amount of monies allocated for particular items of work that cannot be accurately and reasonably priced at the time of the proposal. When actual cost of the work for these items is determined, the contract will be adjusted upward or downward accordingly. Allowances shall contain all direct costs, including materials, installation, sales taxes, shop drawings, freight, unloading, and handling. Direct costs only are included. Insurances, bonds, fees, and contingencies are not included in these Allowances.

19. All costs for testing and special inspections as required by code are specifically excluded (i.e. soils, concrete, masonry, steel welds, etc.). Inspections and testing required by manufacturers are included.

20. The Owner and Contractor shall schedule and complete their obligations related to this project in accordance with the enclosed Project Schedule; and verify the thoroughness of the Architect's documentation will be adequate, so as not to impede or delay the issuance of building permits and a Certificate of Occupancy by the Building Department.

21. Delays due to permitting, unforeseen hazard material abatement, unforeseen subsurface conditions, or other factors beyond the control of the Contractor will initiate granting of a mutually agreeable extension of time.

PROJECT CLARIFICATIONS AND ASSUMPTIONS

22. Owner shall furnish a minimum of four control points on the project site that have both coordinates and elevations that are within a tolerance of .01 feet. Owner shall furnish a drawing with those control points and a minimum of four grid line intersection coordinates per building. This drawing shall be part of the civil set of documents. Owner will provide written confirmation from the Architect that the control has been coordinated with the contract documents.

23. Residential appliances are not included as this is included in the FF&E budget.

Specific Estimate Clarifications and Assumptions

General Conditions

- A reasonable effort is being made to protect the trees, plants and sod, but excluded the cost for and arborists and extraordinary requirements and efforts (Section 015639).
- Testing for indoor air quality is excluded (Section 018109 and 018119). Good construction practices will be used in the construction process.
- The requirements in Section 018300 General Requirements for Building Envelop and Exterior Enclosure General Notes on G0.03 are to be covered in the revised Note 3 which states "The profiles, shapes, relationships, connections, details and materials indicated are a design representation of both design and constructability. There may be detail locations that are not defined in enough detail on the drawings to assure the construction of a high quality water tight, air tight, and thermally resistant exterior enclosure. It is incumbent upon the contractor to advise the architect in the cases where additional design and detailing may be required so that architect and contractor can jointly resolve issues in a timely manner."
- The Deferred Submittals, design build notes 1. D. and interior metal stud design on G0.02 and similar notes regarding design in the Contract Documents are excluded.
- In the Architectural Systems and Finishes Notes 1, it is understood that custom colors are excluded, Note 4 is excluded and Security Note 1 on G0.03 and other similar notes in the Contract Documents are excluded.

Excavation

- Excludes all foundation drains.

Concrete

- Excludes colored concrete.
- Excludes the rebar allowance note 3.C./S0.02.
- Excludes the foundation concrete for the Trash and Generator areas.

Masonry

- A CMU enclosure is included for both the Trash and Generator areas.

Attachment G

Gunnison County Courthouse

Final Guaranteed Maximum Price

June 29, 2014

GEJOHNSON CONSTRUCTION COMPANY

PROJECT CLARIFICATIONS AND ASSUMPTIONS

- The exterior and interior wall of the 1881 area is to utilize the reclaimed brick from the 1881 Courthouse. When this brick was reclaimed, only the exterior wall was to have this reclaimed brick. We need to verify if enough brick has been saved to do both walls and have not included procuring additional brick for these walls.
- Arriscraft Renaissance Stone is included in lieu of the CMU-1 and CMU-2 veneer to include all exterior and interior walls, main elevator core, 1881 area west canopy and the south canopy areas. Additional "Rocked" Arriscraft Stone in lieu of "Satin" as shown on areas to be "Rocked" on drawings A5.21 and A5.22 dated 6/18/14 is included.

Steel

- Exclude the steel angles at the beam penetration at the gypsum walls 18/A0.05 as this will be done with gypsum and studs.
- The mesh barrier at 11/A6.53 for the canopy deck closure is not included as discussed with the Architect. This or another solution can be determined in the future if required.
- The steel stair rails at the entrance stair have been deleted and are to be lighted rails by the Electrical Subcontractor.

Rough Carpentry

- This work is to be procured on a cost basis with hourly rates and equipment and material costs plus 18% for overhead and profit not to exceed the GMP proposal price.

Millwork/Casework

- The main elevator cab wall panels are WD-1 flat panels. No details are shown so we are providing 2' wide panels with wood frame around the perimeter and at the joints.
- The two glass display cases in entrance lobbies are excluded.
- All the counter tops have been changed to Corian in lieu of Caesarstone.
- The Lobby information desk has been deleted.
- The restroom wainscot has been deleted and includes painted walls.
- The wainscot height has been reduced to 42".
- Paint grade window stools have been included at window types EGS-07, EGS-08, EGS-17 and EGS-18.
- Council tables, legal lectern and hardwood benches are not included.
- Excludes wood wainscot at the west wall of 1308 Lobby and 2309 BOCC.
- Excludes built in benches as none are shown.

Thermal Insulation

- The foam insulation product is Spraytite in lieu of Waltite.
- The ABBA and air barrier assembly testing, moisture detection paper, primer and compatibility certification is not included.

Attachment G

Gunnison County Courthouse

Final Guaranteed Maximum Price

June 29, 2014

GE JOHNSON CONSTRUCTION COMPANY

PROJECT CLARIFICATIONS AND ASSUMPTIONS

Roofing

- 60 Mil Black EPDM roofing is included at all flat roof areas.
- The self-adhered water resistant vapor permeable underlayment at the EPDM has been eliminated.
- The solatube skylights have been deleted.
- The self-adhered ice & water barrier underlayment at the metal roof is to be Drex Mat High Temp in lieu of Grace Ultra.
- The self-adhered ice & water barrier underlayment at the concrete tile roof is to be Tamko TW Metal and Tile Underlayment in lieu of Grace Ultra.
- The concrete roof tile to be Boral Saxony slate tile in lieu of Westile as we were told they getting out of roofing.
- The concrete roof tile "Special Project Warranty" is for 2 years in lieu of 5 years.
- The metal roof and wall panels are Drexel panels and not Berridge.

Doors / Frames / Hardware

- The 26 Type H doors (full lite) have been changed to Type A doors at locations with Type C1 and C2 frames.
- Door 2305 has been changed to a Type A door in a Type C hollow metal frame from Aluminum.
- Door hardware has been changed to Sargent lever style and alternate hardware manufacturers.
- Flush doors are to be provided at the courtrooms in lieu of panel doors.
- Door, frame and hardware have been deleted at Door 2205A.
- Wood doors to be particle board core, not glued block or structural composite lumber.
- One knox box is included.
- Excludes lock boxes for elevators.
-

Coiling Doors

- Countertop coiling doors are to be Pentagon 400 Series.

Aluminum / Glass

- The insulated glass to be Guardian SNX62-27 in lieu of PPG Solarban 70
- Doors 1308 and 1309 each have one Horton operator on one leaf and an overhead concealed manual closer (LCN 2031) on the other leaf of each pair.
- Door 1906 to have one Horton handicap operator on one leaf in lieu of the Falcon surface closer.
- The sunshades have been deleted.
-

Aluminum Clad Wood Windows

- Proposal is based on Marvin standard colors.
- The product in the type and size listed is rated at DP35in lieu of DP50 and DP40 performance.
- Marvin Sillguard flashing is no longer available and an alternative flashing will be provided.

Attachment G

Gunnison County Courthouse

Final Guaranteed Maximum Price

June 29, 2014

PROJECT CLARIFICATIONS AND ASSUMPTIONS

- The windows will have Simulated Divided light as the True Divided light is no longer available.
- A sash limit devise for the top sash of the Magnum Double Hung is not available. A window opening control device is for the bottom sash only.

Gypsum Wallboard / Metal Framing / Acoustical

- Acoustic wall panels are included in court rooms.
- Acoustical panel ceilings are provided in the BOCC area to the elevator wall on Level 2.
- Includes the gypboard wrap of the steel beams adjacent to Stair 5.
- Excludes seismic requirements

Floor Coverings

- Carpet CPT-1 to be Tandus Punctuate 24"x24" carpet tiles.
- Restroom base to be Dal Color Body Porcelain Color P541 base 4"x20"
- Stairs 2 and 3 to have Johnsonite rubber stair treads and risers and rubber landing tiles.

Painting

- The block sealer at the CMU has been deleted.
- The Prosoco sealer on the interior clay brick on the 1881 area west wall is to be 2 coats of H-40.
- The Prosoco sealer on the exterior clay brick on the 1881 area west wall is to be 2 cycles of H-100.
- Includes 92 SY of WC-2 vinyl wall covering only and excludes vinyl wall covering in the restrooms and includes paint.
- Includes shell blasting of the existing wood trusses and no other finish.
- Excludes "Scrubtough" paint.
- Solid color painting of the decorative tin ceilings is included, but not decorative multi-color painting.

Detention Equipment

- Detention doors are door numbers 1703, 1704B, 2523 and 2524.
- The window frame at the Level 1 Interview area is a 14 gauge security type frame.
- Includes 2 Grab Bars.

Blinds and Shades

- The cost is based on providing blinds and shades manufactured and installed by Lu-Tek not Mecho Systems.
- No motorized blinds and shades are included.

Elevators

Attachment G

Gunnison County Courthouse

Final Guaranteed Maximum Price

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GE JOHNSON CONSTRUCTION COMPANY

PROJECT CLARIFICATIONS AND ASSUMPTIONS

- Main #1 elevator has painted doors/entrances and ceilings (Otis standard colors) and WD-1 wall panels with an 8' door.
- Staff #2 elevator has painted doors/entrances and ceilings (Otis standard colors) with plastic laminate wall panels (Otis standard colors) and a side opening door.
- Secure #3 elevator has painted doors/entrances, cab and ceilings (Otis standard colors) with side opening door.
- Excludes seismic design and seismic requirements.
- Elevators to have extruded aluminum thresholds in lieu of nickel silver.

Fire Protection

- CPVC piping to be used at all concealed areas.
- Excludes custom colors for concealed sprinkler heads and escutcheons.

Mechanical

- CPVC piping for domestic water where possible.
- Using motorized dampers in lieu of VAVs.
- Deleted the bypass dampers at the MAUs.
- Water meter is not included as we understand it will be provided by the City of Gunnison.
- Duct liner to be ½".
- Exclude duct wrap from all ducts except outside air ducts.
- Reduced and consolidated heat pumps as determined in the 4/24/14 meeting and utilize Climate Master TC Heat Pumps.
- Utilizing CPVC for hydronic piping in all locations and no insulation except for safety at the boiler area.
- The radon system is not included and has been deleted.
- Use PVC pipe on above ground horizontal piping.
- Insulation on the geothermal piping is not included and has been deleted.
- 2 louvers on the east wall of the north wing have been deleted.
- The existing boiler is to be used as shown on the 3/21/14 drawings, not 2 new boilers.
- Excludes seismic design and bracing.

Geothermal

- Standard non thermal .45BTU grout is to be used as clarified by the designer, not Thermax-Grout .90BTU.

Electrical

- The fiber optic line boring is not included as we understand this will be provided by Century Link.
- Includes CAT 5e tele/data cabling.
- Excludes seismic design and bracing.

Attachment G

Gunnison County Courthouse

Final Guaranteed Maximum Price

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PROJECT CLARIFICATIONS AND ASSUMPTIONS

- Includes the installation of the Owner provided UPS system as noted.
- Includes the AV work for the Gunnison County area and only rough in conduit and j-boxes for the State of Colorado area (no wiring and equipment for the State of Colorado area).
- The AV work is based on the meeting discussions with AV Experts and Gunnison County, not the Contract Documents.
- All security is excluded on both the Gunnison County and State of Colorado areas.
- The telephone and data work starts at a pull box at the southeast property line with 2 – 4" empty conduits to the IT Room (service to the pull box, under road boring, wire and terminations are to be by the service providers as we understand it). Conduit, wire, terminations and plug in outlets from the IT Room for the Gunnison County area is included. Rough in, conduit and j-boxes are provided for the State of Colorado area but does not include the wire and plug in outlets in the State of Colorado area.

Landscaping

- Excludes planter pots, site tables and benches.
- Existing flagpole to remain.
- Includes the 6" rock inside the building shown at the main stair.
- Includes providing the 16' to 18' blue spruce trees in lieu of 22' as these are not available.
- Excludes sod outside construction limits, but includes irrigation system as may be required.
- Exclude the "Wood Fiber Mulch Bed" as noted on the south area on L1.00 as no bed is shown.

Asphalt Paving

- Includes parking lot striping.

Utilities

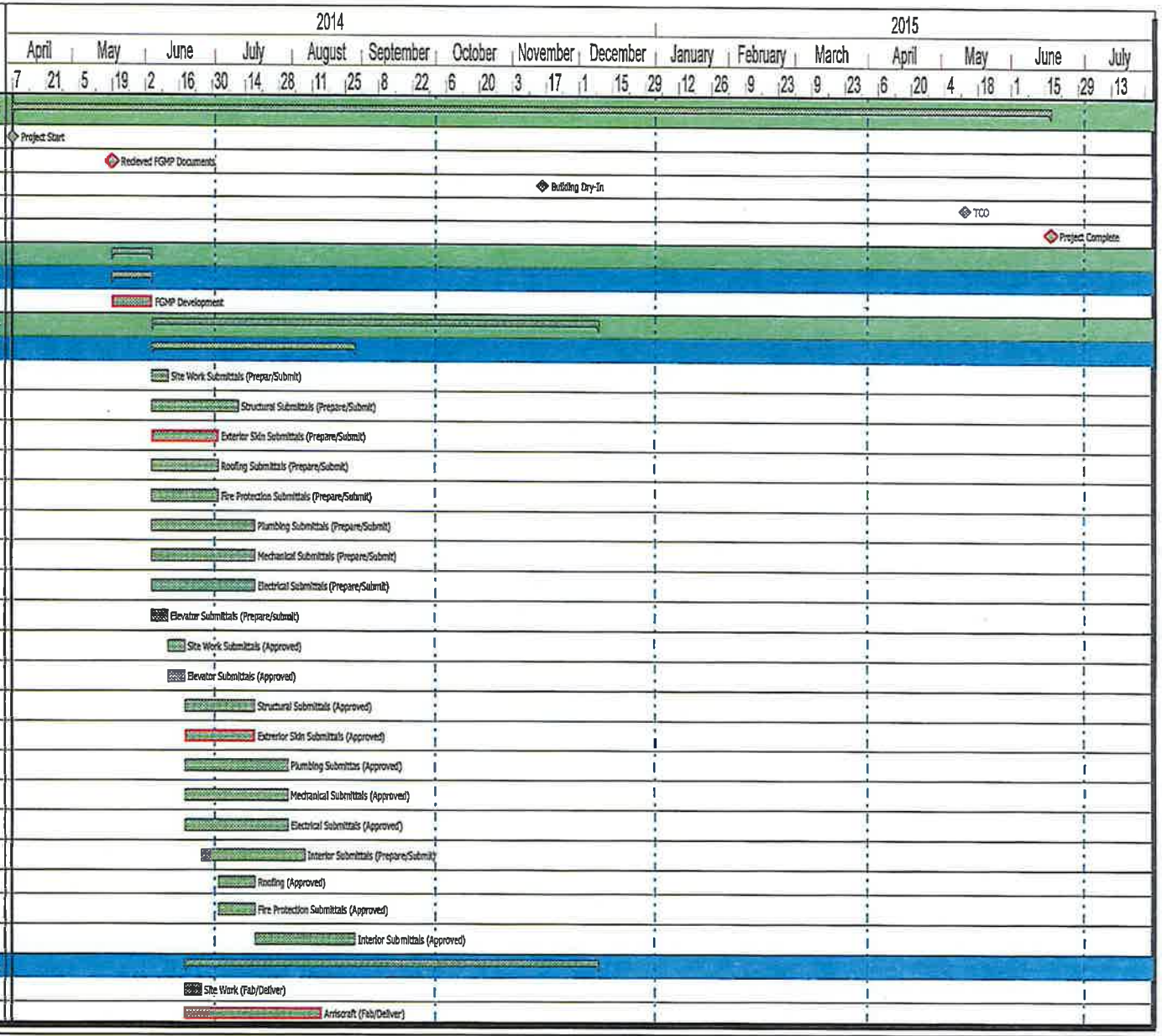
- The new sanitary sewer has not been included and the sanitary sewer is to be tied into the existing line and the manhole is to be raised.
- Excludes the removal of the existing sanitary sewer and filling with flow fill.

Allowances

• Decorative Metal Panel Ceilings – Purchase New Panels or Edge Molding	$2,500
• Signage	$20,000
• Corner Guards	$1350
• 1881 Area Foundation Stone Planters	$10,000

Attachment H

Line	Name	Duration	Start	Finish
	MILESTONES	258d	4/7/2014	6/17/2015
1	Project Start		4/7/2014	4/7/2014
2	Recieved FGMP Documents		5/19/2014	5/19/2014
3	Building Dry-In		11/14/2014	11/14/2014
4	TCO		5/12/2015	5/12/2015
5	Project Complete		6/17/2015	6/17/2015
	PRECONSTRUCTION	10d	5/19/2014	6/3/2014
	FGMP DEVELOPMENT	10d	5/19/2014	6/3/2014
6	FGMP Development	11d	5/19/2014	6/3/2014
	PROCUREMENT	119d	6/4/2014	12/8/2014
	SUBMITTALS	58d	6/4/2014	8/27/2014
7	Site Work Submittals (Prepar/Submit)	5d	6/4/2014	6/10/2014
8	Structural Submittals (Prepare/Submit)	25d	6/4/2014	7/9/2014
9	Exterior Skin Submittals (Prepare/Submit)	20d	6/4/2014	7/1/2014
10	Roofing Submittals (Prepare/Submit)	20d	6/4/2014	7/1/2014
11	Fire Protection Submittals (Prepare/Submit)	20d	6/4/2014	7/1/2014
12	Plumbing Submittals (Prepare/Submit)	30d	6/4/2014	7/16/2014
13	Mechanical Submittals (Prepare/Submit)	30d	6/4/2014	7/16/2014
14	Electrical Submittals (Prepare/Submit)	30d	6/4/2014	7/16/2014
15	Elevator Submittals (Prepare/submit)	5d	6/4/2014	6/10/2014
16	Site Work Submittals (Approved)	5d	6/11/2014	6/17/2014
17	Elevator Submittals (Approved)	5d	6/11/2014	6/17/2014
18	Structural Submittals (Approved)	20d	6/18/2014	7/16/2014
19	Exterior Skin Submittals (Approved)	20d	6/18/2014	7/16/2014
20	Plumbing Submittas (Approved)	30d	6/18/2014	7/30/2014
21	Mechanical Submittals (Approved)	30d	6/18/2014	7/30/2014
22	Electrical Submittals (Approved)	30d	6/18/2014	7/30/2014
23	Interior Submittals (Prepare/Submit)	30d	6/25/2014	8/5/2014
24	Roofing (Approved)	10d	7/2/2014	7/16/2014
25	Fire Protection Submittals (Approved)	10d	7/2/2014	7/16/2014
26	Interior Submittals (Approved)	30d	7/17/2014	8/27/2014
	FAB & DELIVERY	109d	6/18/2014	12/8/2014
27	Site Work (Fab/Deliver)	5d	6/18/2014	6/24/2014
28	Arriscraft (Fab/Deliver)	40d	6/18/2014	8/13/2014



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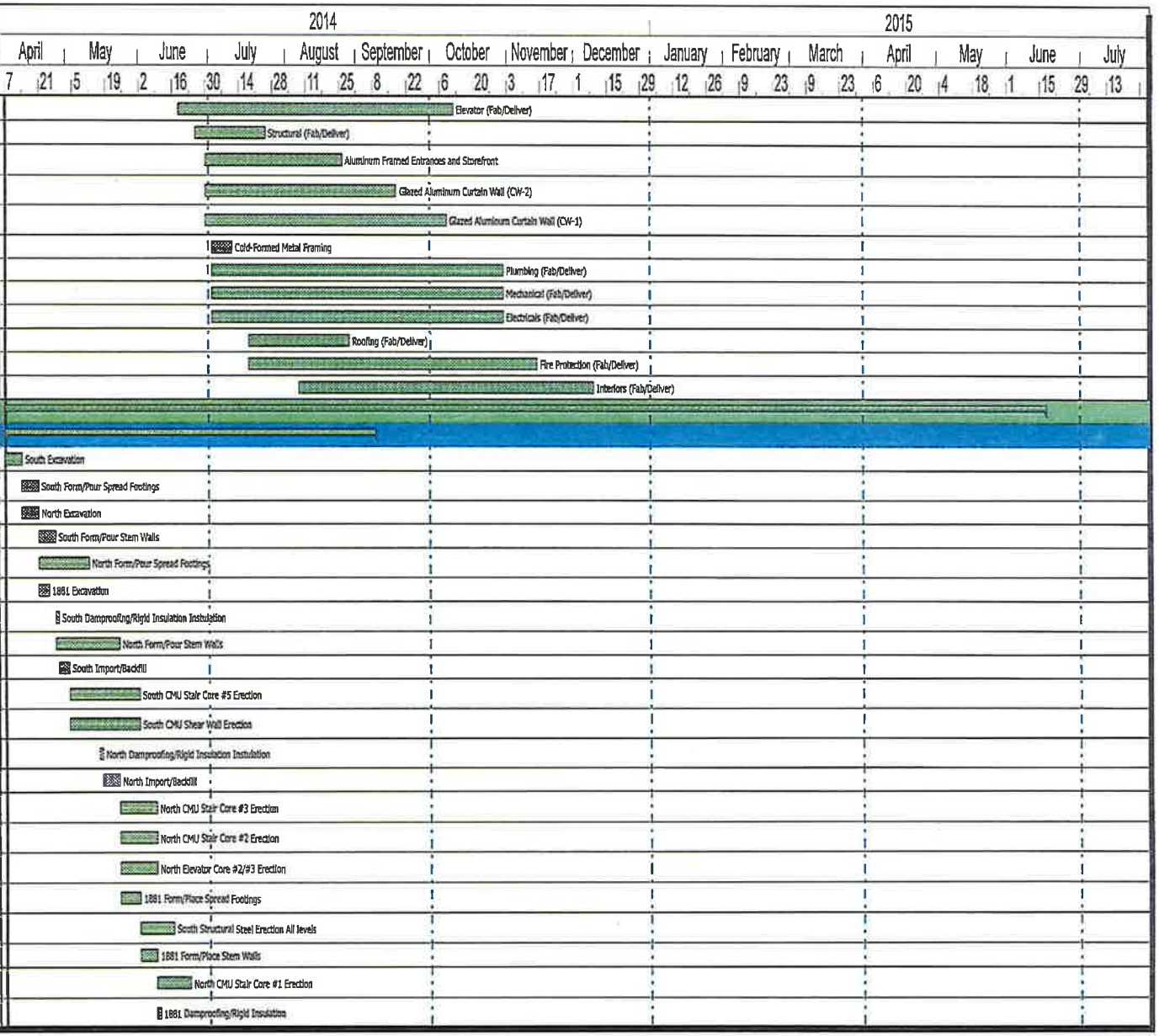
GE JOHNSON CONSTRUCTION COMPANY

FILE LOCATION - \\Client\Ds\GCC\Schedule\GCC Project Schedule.pp ; BORDER FILE - \\Client\D$\GCC\Schedule\GCCPRO~1.B

VIEW: Construction Schedule

Line	Name	Duration	Start	Finish
29	Elevator (Fab/Deliver)	80d	6/18/2014	10/9/2014
30	Structural (Fab/Deliver)	20d	6/25/2014	7/23/2014
31	Aluminum Framed Entrances and Storefront	40d	6/30/2014	8/25/2014
32	Glazed Aluminum Curtain Wall (CW-2)	55d	6/30/2014	9/16/2014
33	Glazed Aluminum Curtain Wall (CW-1)	70d	6/30/2014	10/7/2014
34	Cold-Formed Metal Framing	5d	7/2/2014	7/9/2014
35	Plumbing (Fab/Deliver)	85d	7/2/2014	10/30/2014
36	Mechanical (Fab/Deliver)	85d	7/2/2014	10/30/2014
37	Electricals (Fab/Deliver)	85d	7/2/2014	10/30/2014
38	Roofing (Fab/Deliver)	30d	7/17/2014	8/27/2014
39	Fire Protection (Approved)	85d	7/17/2014	11/13/2014
40	Interiors (Fab/Deliver)	85d	8/7/2014	12/8/2014
	CONSTRUCTION	258d	4/7/2014	6/16/2015
	STRUCTURE	101d	4/7/2014	9/8/2014
41	South Excavation	5d	4/7/2014	4/11/2014
42	South Form/Pour Spread Footings	5d	4/14/2014	4/18/2014
43	North Excavation	5d	4/14/2014	4/18/2014
44	South Form/Pour Stem Walls	5d	4/21/2014	4/25/2014
45	North Form/Pour Spread Footings	15d	4/21/2014	5/9/2014
46	1881 Excavation	3d	4/21/2014	4/23/2014
47	South Damproofing/Rigid Insulation Instulation	1d	4/28/2014	4/28/2014
48	North Form/Pour Stem Walls	19d	4/28/2014	5/22/2014
49	South Import/Backfill	3d	4/29/2014	5/1/2014
50	South CMU Stair Core #5 Erection	20d	5/2/2014	5/30/2014
51	South CMU Shear Wall Erection	20d	5/2/2014	5/30/2014
52	North Damproofing/Rigid Insulation Instulation	1d	5/15/2014	5/15/2014
53	North Import/Backfill	5d	5/16/2014	5/22/2014
54	North CMU Stair Core #3 Erection	10d	5/23/2014	6/6/2014
55	North CMU Stair Core #2 Erection	10d	5/23/2014	6/6/2014
56	North Elevator Core #2/#3 Erection	10d	5/23/2014	6/6/2014
57	1881 Form/Place Spread Footings	5d	5/23/2014	5/30/2014
58	South Structural Steel Erection All levels	10d	6/2/2014	6/13/2014
59	1881 Form/Place Stem Walls	5d	6/2/2014	6/6/2014
60	North CMU Stair Core #1 Erection	10d	6/9/2014	6/20/2014
61	1881 Damproofing/Rigid Insulation	1d	6/9/2014	6/9/2014



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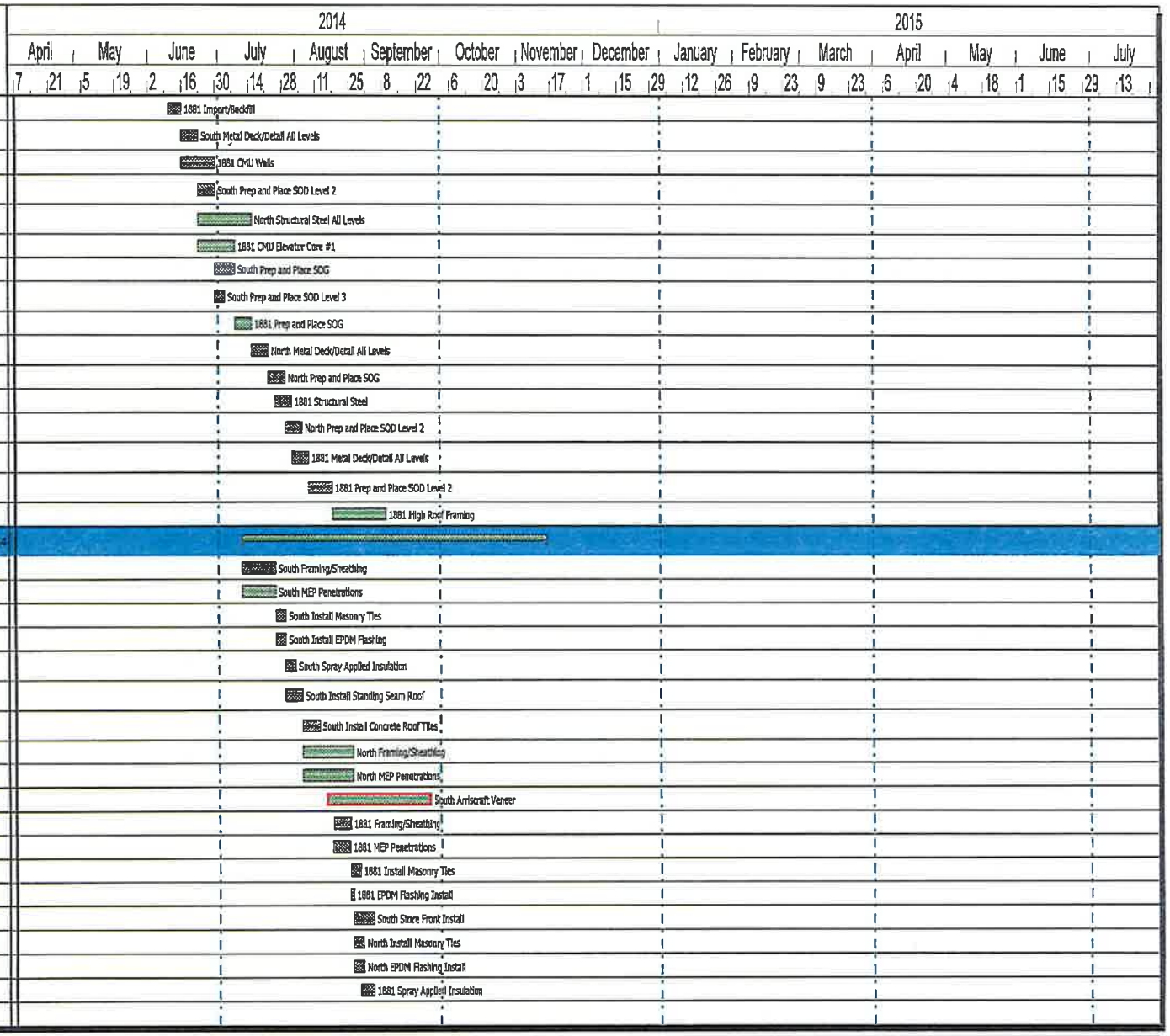
Line	Name	Duration	Start	Finish
62	1881 Import/Backfill	4d	6/10/2014	6/13/2014
63	South Metal Deck/Detail All Levels	5d	6/16/2014	6/20/2014
64	1881 CMU Walls	10d	6/16/2014	6/27/2014
65	South Prep and Place SOD Level 2	5d	6/23/2014	6/27/2014
66	North Structural Steel All Levels	15d	6/23/2014	7/14/2014
67	1881 CMU Elevator Core #1	10d	6/23/2014	7/7/2014
68	South Prep and Place SOG	5d	6/30/2014	7/7/2014
69	South Prep and Place SOD Level 3	3d	6/30/2014	7/2/2014
70	1881 Prep and Place SOG	5d	7/8/2014	7/14/2014
71	North Metal Deck/Detail All Levels	5d	7/15/2014	7/21/2014
72	North Prep and Place SOG	5d	7/22/2014	7/28/2014
73	1881 Structural Steel	5d	7/24/2014	7/30/2014
74	North Prep and Place SOD Level 2	5d	7/29/2014	8/4/2014
75	1881 Metal Deck/Detail All Levels	5d	7/31/2014	8/6/2014
76	1881 Prep and Place SOD Level 2	7d	8/7/2014	8/15/2014
77	1881 High Roof Framing	15d	8/18/2014	9/8/2014
	EXTERIORS	81d	7/10/2014	11/13/2014
78	South Framing/Sheathing	10d	7/10/2014	7/23/2014
79	South MEP Penetrations	10d	7/10/2014	7/23/2014
80	South Install Masonry Ties	3d	7/24/2014	7/28/2014
81	South Install EPDM Flashing	3d	7/24/2014	7/28/2014
82	South Spray Applied Insulation	3d	7/29/2014	7/31/2014
83	South Install Standing Seam Roof	5d	7/29/2014	8/4/2014
84	South Install Concrete Roof Tiles	5d	8/5/2014	8/11/2014
85	North Framing/Sheathing	15d	8/5/2014	8/25/2014
86	North MEP Penetrations	15d	8/5/2014	8/25/2014
87	South Arriscraft Veneer	30d	8/14/2014	9/25/2014
88	1881 Framing/Sheathing	5d	8/18/2014	8/22/2014
89	1881 MEP Penetrations	5d	8/18/2014	8/22/2014
90	1881 Install Masonry Ties	3d	8/25/2014	8/27/2014
91	1881 EPDM Flashing Install	1d	8/25/2014	8/25/2014
92	South Store Front Install	5d	8/26/2014	9/2/2014
93	North Install Masonry Ties	3d	8/26/2014	8/28/2014
94	North EPDM Flashing Install	3d	8/26/2014	8/28/2014
95	1881 Spray Applied Insulation	3d	8/28/2014	9/2/2014



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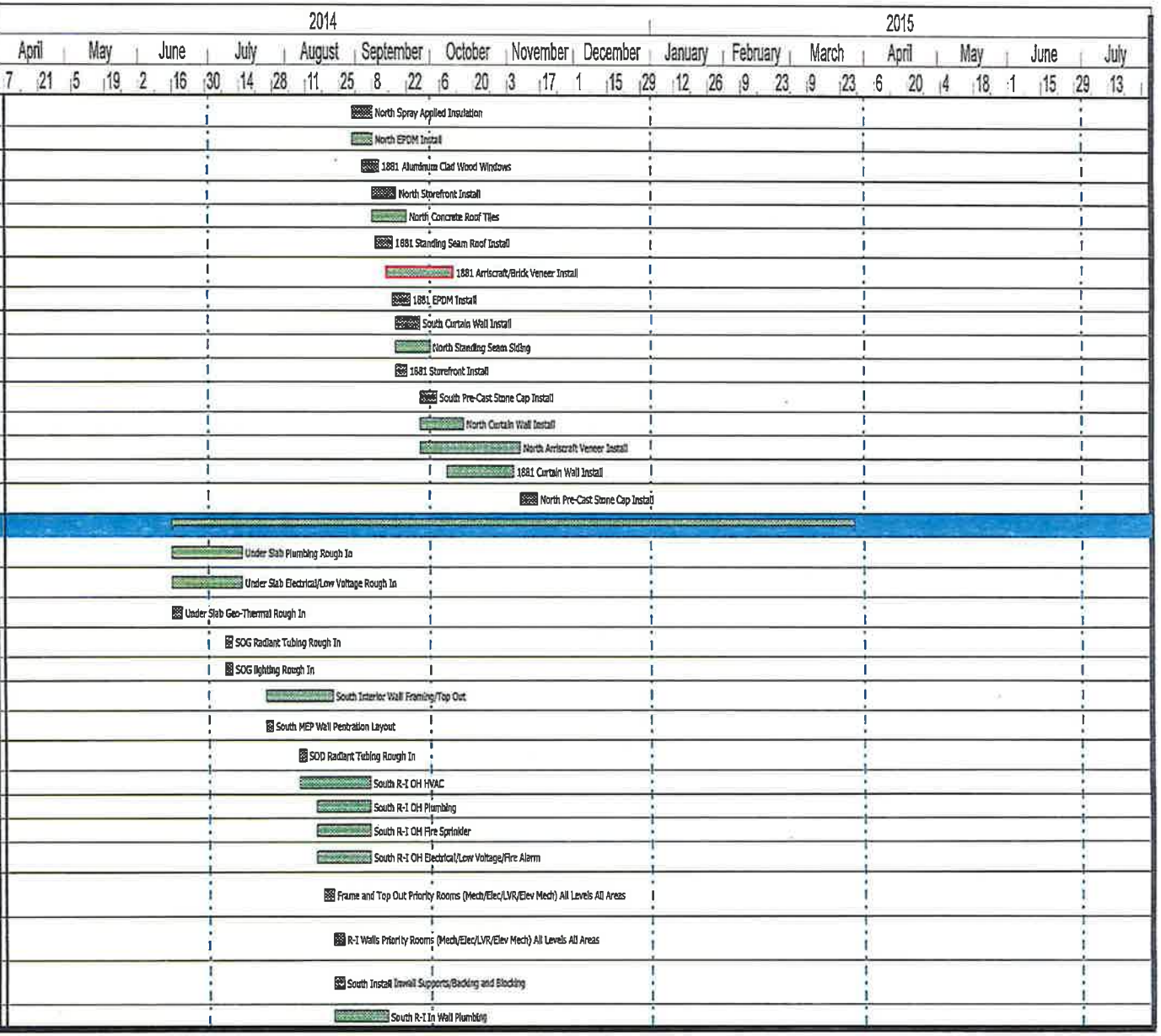
Line	Name	Duration	Start	Finish
96	North Spray Applied Insulation	5d	8/29/2014	9/5/2014
97	North EPDM Install	5d	8/29/2014	9/5/2014
98	1881 Aluminum Clad Wood Windows	5d	9/3/2014	9/9/2014
99	North Storefront Install	7d	9/8/2014	9/16/2014
100	North Concrete Roof Tiles	10d	9/8/2014	9/19/2014
101	1881 Standing Seam Roof Install	5d	9/9/2014	9/15/2014
102	1881 Arriscraft/Brick Veneer Install	20d	9/12/2014	10/9/2014
103	1881 EPDM Install	5d	9/16/2014	9/22/2014
104	South Curtain Wall Install	7d	9/17/2014	9/25/2014
105	North Standing Seam Siding	10d	9/17/2014	9/30/2014
106	1881 Storefront Install	3d	9/17/2014	9/19/2014
107	South Pre-Cast Stone Cap Install	5d	9/26/2014	10/2/2014
108	North Curtain Wall Install	13d	9/26/2014	10/14/2014
109	North Arriscraft Veneer Install	30d	9/26/2014	11/6/2014
110	1881 Curtain Wall Install	20d	10/8/2014	11/4/2014
111	North Pre-Cast Stone Cap Install	5d	11/7/2014	11/13/2014
	INTERIORS	161d	6/16/2014	3/26/2015
112	Under Slab Plumbing Rough In	20d	6/16/2014	7/14/2014
113	Under Slab Electrical/Low Voltage Rough In	20d	6/16/2014	7/14/2014
114	Under Slab Geo-Thermal Rough In	3d	6/16/2014	6/18/2014
115	SOG Radiant Tubing Rough In	2d	7/8/2014	7/9/2014
116	SOG lighting Rough In	2d	7/8/2014	7/9/2014
117	South Interior Wall Framing/Top Out	20d	7/24/2014	8/20/2014
118	South MEP Wall Penetration Layout	2d	7/24/2014	7/25/2014
119	SOD Radiant Tubing Rough In	2d	8/7/2014	8/8/2014
120	South R-I OH HVAC	20d	8/7/2014	9/4/2014
121	South R-I OH Plumbing	15d	8/14/2014	9/4/2014
122	South R-I OH Fire Sprinkler	15d	8/14/2014	9/4/2014
123	South R-I OH Electrical/Low Voltage/Fire Alarm	15d	8/14/2014	9/4/2014
124	Frame and Top Out Priority Rooms (Mech/Elec/LVR/Elev Mech) All Levels All Areas	3d	8/18/2014	8/20/2014
125	R-I Walls Priority Rooms (Mech/Elec/LVR/Elev Mech) All Levels All Areas	3d	8/21/2014	8/25/2014
126	South Install Inwall Supports/Backing and Blocking	3d	8/21/2014	8/25/2014
127	South R-I In Wall Plumbing	15d	8/21/2014	9/11/2014



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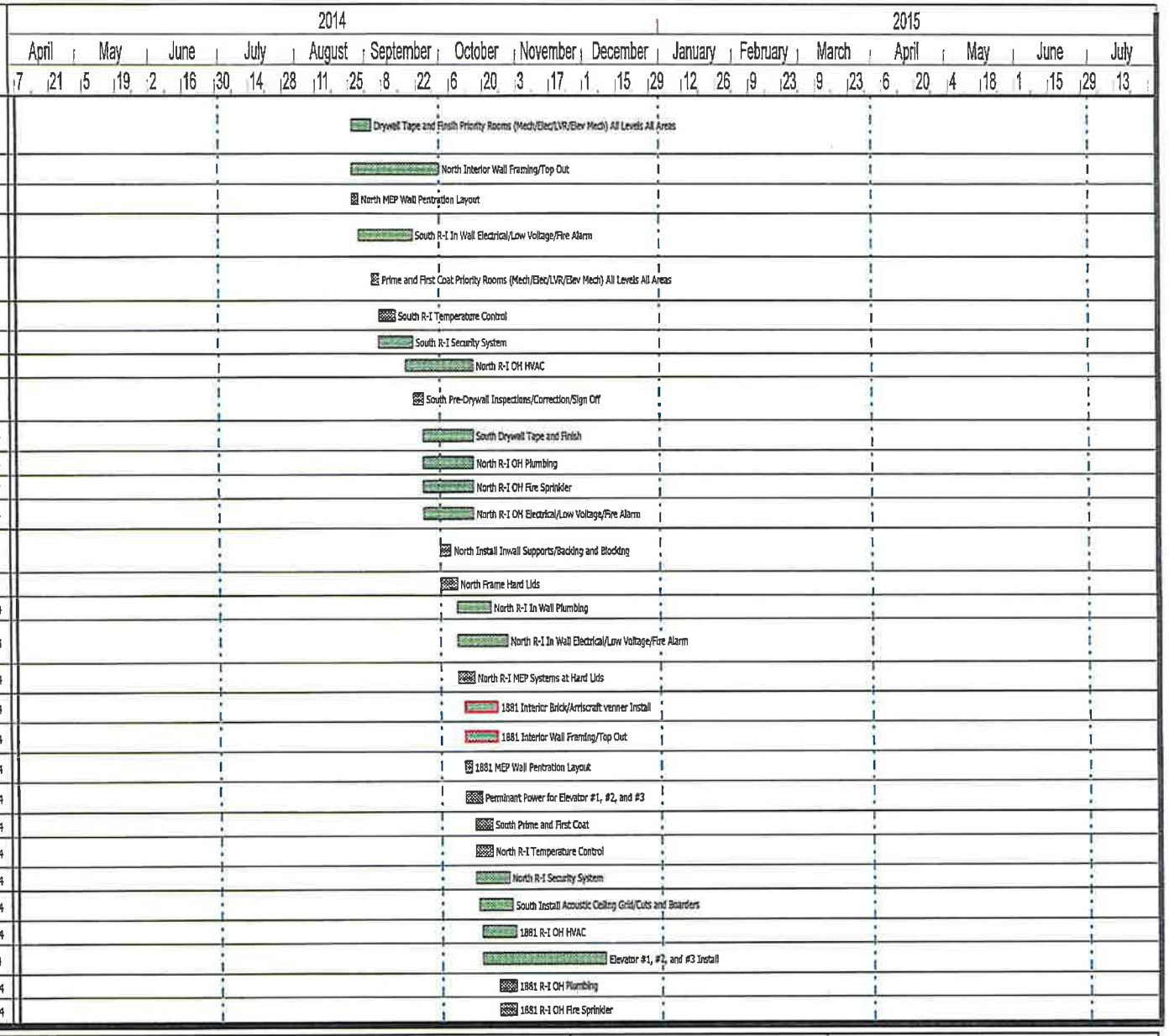
Line	Name	Duration	Start	Finish
128	Drywall Tape and Finsih Priority Rooms (Mech/Elec/LVR/Elev Mech) All Levels All Areas	5d	8/26/2014	9/2/2014
129	North Interior Wall Framing/Top Out	25d	8/26/2014	9/30/2014
130	North MEP Wall Pentration Layout	2d	8/26/2014	8/27/2014
131	South R-I In Wall Electrical/Low Voltage/Fire Alarm	15d	8/28/2014	9/18/2014
132	Prime and First Coat Priority Rooms (Mech/Elec/LVR/Elev Mech) All Levels All Areas	2d	9/3/2014	9/4/2014
133	South R-I Temperature Control	5d	9/5/2014	9/11/2014
134	South R-I Security System	10d	9/5/2014	9/18/2014
135	North R-I OH HVAC	20d	9/17/2014	10/14/2014
136	South Pre-Drywall Inspections/Correction/Sign Off	3d	9/19/2014	9/23/2014
137	South Drywall Tape and Finish	15d	9/24/2014	10/14/2014
138	North R-I OH Plumbing	15d	9/24/2014	10/14/2014
139	North R-I OH Fire Sprinkler	15d	9/24/2014	10/14/2014
140	North R-I OH Electrical/Low Voltage/Fire Alarm	15d	9/24/2014	10/14/2014
141	North Install Inwall Supports/Backing and Blocking	3d	10/1/2014	10/3/2014
142	North Frame Hard Lids	5d	10/1/2014	10/7/2014
143	North R-I In Wall Plumbing	10d	10/8/2014	10/21/2014
144	North R-I In Wall Electrical/Low Voltage/Fire Alarm	15d	10/8/2014	10/28/2014
145	North R-I MEP Systems at Hard Lids	5d	10/8/2014	10/14/2014
146	1881 Interior Brick/Arriscraft venner Install	10d	10/10/2014	10/23/2014
147	1881 Interior Wall Framing/Top Out	10d	10/10/2014	10/23/2014
148	1881 MEP Wall Pentration Layout	2d	10/10/2014	10/13/2014
149	Perminant Power for Elevator #1, #2, and #3	5d	10/10/2014	10/16/2014
150	South Prime and First Coat	5d	10/15/2014	10/21/2014
151	North R-I Temperature Control	5d	10/15/2014	10/21/2014
152	North R-I Security System	10d	10/15/2014	10/28/2014
153	South Install Acoustic Ceiling Grid/Cuts and Boarders	10d	10/16/2014	10/29/2014
154	1881 R-I OH HVAC	10d	10/17/2014	10/30/2014
155	Elevator #1, #2, and #3 Install	35d	10/17/2014	12/8/2014
156	1881 R-I OH Plumbing	5d	10/24/2014	10/30/2014
157	1881 R-I OH Fire Sprinkler	5d	10/24/2014	10/30/2014



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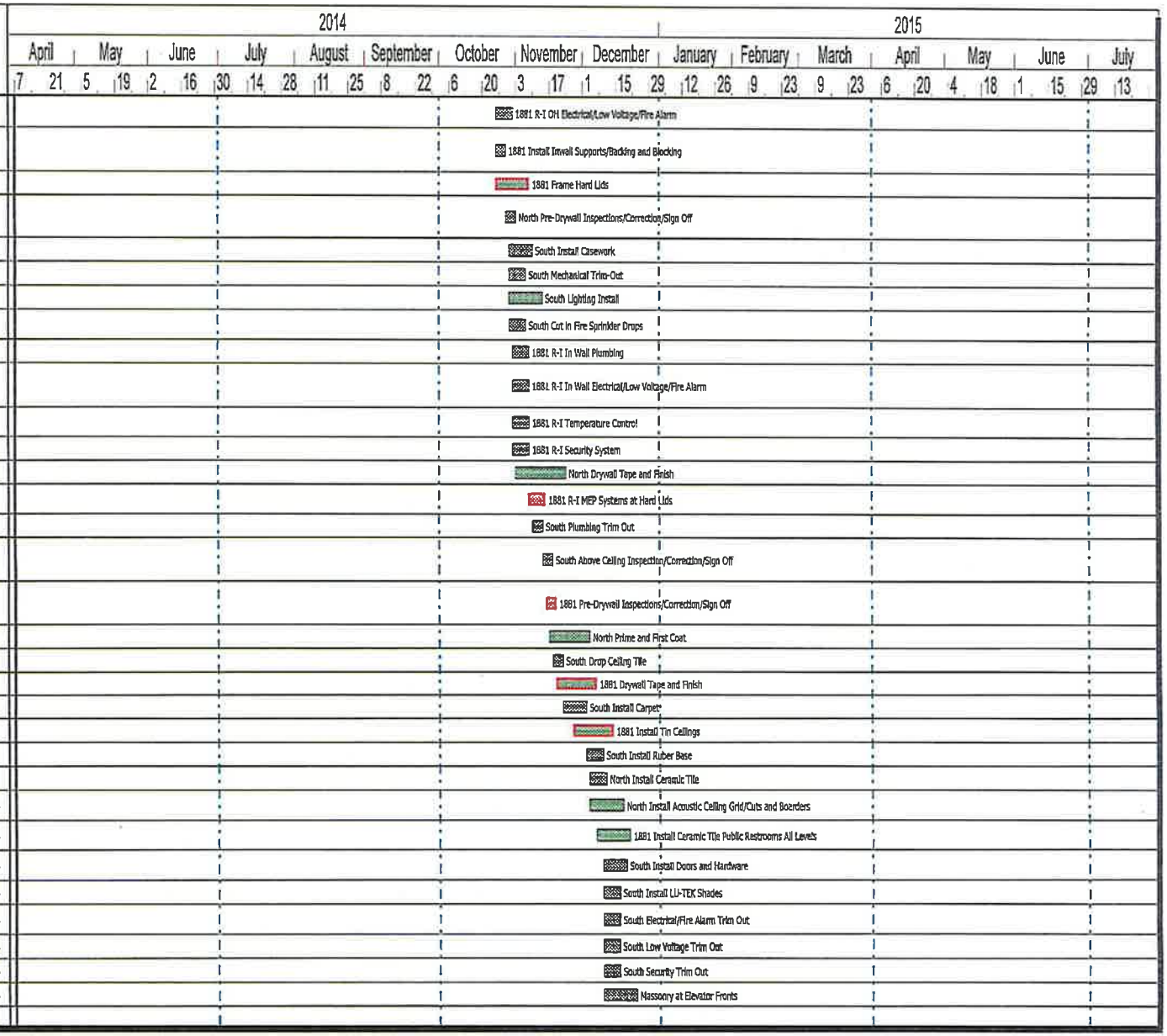
Line	Name	Duration	Start	Finish
158	1881 R-I OH Electrical/Low Voltage/Fire Alarm	5d	10/24/2014	10/30/2014
159	1881 Install Inwall Supports/Backing and Blocking	3d	10/24/2014	10/28/2014
160	1881 Frame Hard Lids	10d	10/24/2014	11/6/2014
161	North Pre-Drywall Inspections/Correction/Sign Off	3d	10/29/2014	10/31/2014
162	South Install Casework	7d	10/30/2014	11/7/2014
163	South Mechanical Trim-Out	5d	10/30/2014	11/5/2014
164	South Lighting Install	10d	10/30/2014	11/12/2014
165	South Cut in Fire Sprinkler Drops	5d	10/30/2014	11/5/2014
166	1881 R-I In Wall Plumbing	5d	10/31/2014	11/6/2014
167	1881 R-I In Wall Electrical/Low Voltage/Fire Alarm	5d	10/31/2014	11/6/2014
168	1881 R-I Temperature Control	5d	10/31/2014	11/6/2014
169	1881 R-I Security System	5d	10/31/2014	11/6/2014
170	North Drywall Tape and Finish	15d	11/3/2014	11/21/2014
171	1881 R-I MEP Systems at Hard Lids	5d	11/7/2014	11/13/2014
172	South Plumbing Trim Out	3d	11/10/2014	11/12/2014
173	South Above Ceiling Inspection/Correction/Sign Off	3d	11/13/2014	11/17/2014
174	1881 Pre-Drywall Inspections/Correction/Sign Off	3d	11/14/2014	11/18/2014
175	North Prime and First Coat	10d	11/17/2014	12/2/2014
176	South Drop Ceiling Tile	3d	11/18/2014	11/20/2014
177	1881 Drywall Tape and Finish	10d	11/19/2014	12/4/2014
178	South Install Carpet	5d	11/21/2014	12/1/2014
179	1881 Install Tin Ceilings	10d	11/26/2014	12/11/2014
180	South Install Rubber Base	5d	12/2/2014	12/8/2014
181	North Install Ceramic Tile	5d	12/3/2014	12/9/2014
182	North Install Acoustic Ceiling Grid/Cuts and Boarders	10d	12/3/2014	12/16/2014
183	1881 Install Ceramic Tile Public Restrooms All Levels	10d	12/5/2014	12/18/2014
184	South Install Doors and Hardware	7d	12/9/2014	12/17/2014
185	South Install LU-TEK Shades	5d	12/9/2014	12/15/2014
186	South Electrical/Fire Alarm Trim Out	5d	12/9/2014	12/15/2014
187	South Low Voltage Trim Out	5d	12/9/2014	12/15/2014
188	South Security Trim Out	5d	12/9/2014	12/15/2014
189	Massonry at Elevator Fronts	10d	12/9/2014	12/22/2014



Gunnison County COLORADO

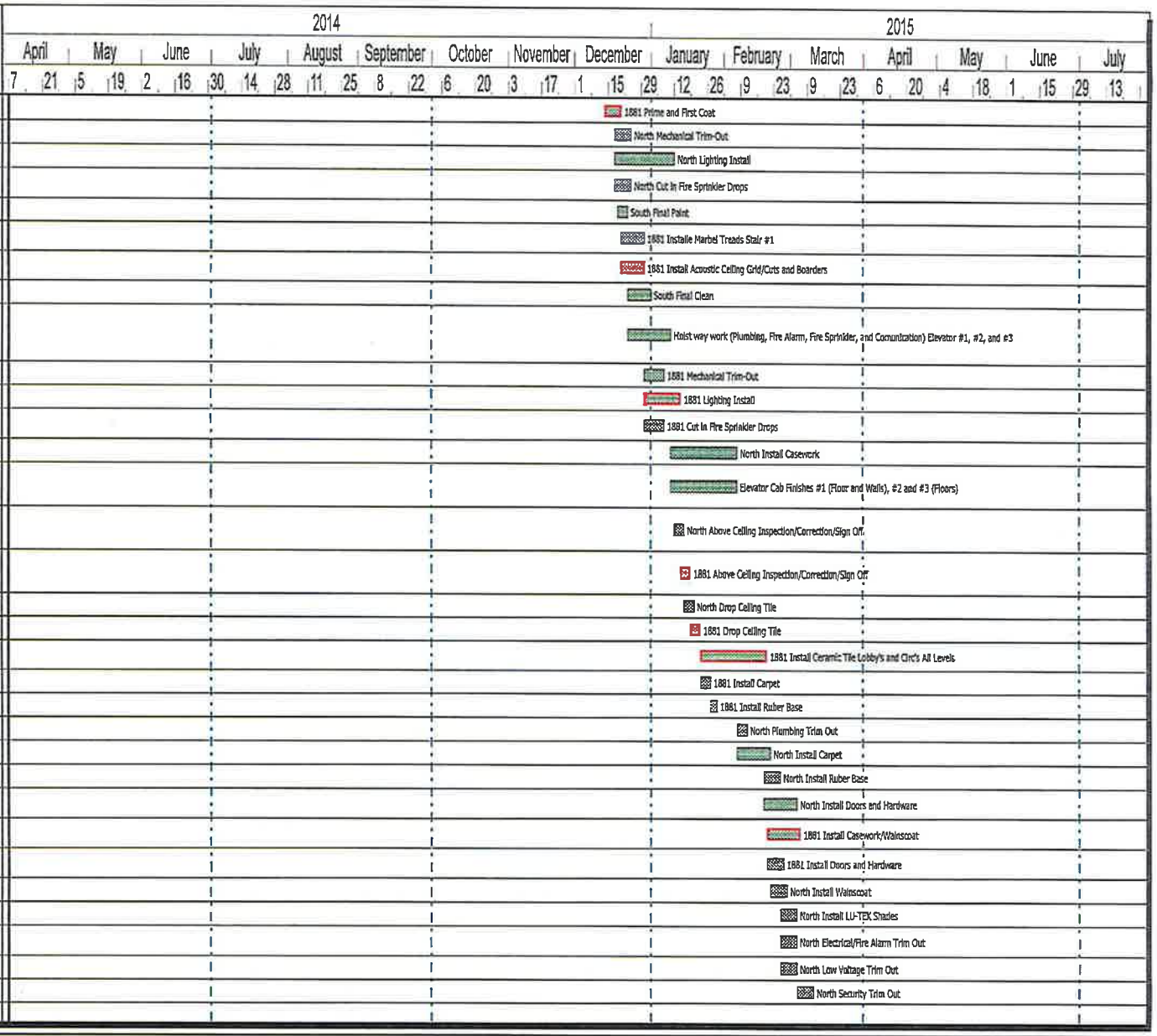
Gunnison County Courthouse
5/30/2014

Progress Period Date: 4/7/2014

Print Date: 6/13/2014

GE JOHNSON CONSTRUCTION COMPANY

Line	Name	Duration	Start	Finish
190	1881 Prime and First Coat	5d	12/12/2014	12/18/2014
191	North Mechanical Trim-Out	5d	12/17/2014	12/23/2014
192	North Lighting Install	15d	12/17/2014	1/9/2015
193	North Cut in Fire Sprinkler Drops	5d	12/17/2014	12/23/2014
194	South Final Paint	3d	12/18/2014	12/22/2014
195	1881 Installe Marbel Treads Stair #1	5d	12/19/2014	12/29/2014
196	1881 Install Acoustic Ceiling Grid/Cuts and Boarders	5d	12/19/2014	12/29/2014
197	South Final Clean	5d	12/23/2014	12/31/2014
198	Hoist way work (Plumbing, Fire Alarm, Fire Sprinkler, and Comunication) Elevator #1, #2, and #3	10d	12/23/2014	1/8/2015
199	1881 Mechanical Trim-Out	5d	12/30/2014	1/6/2015
200	1881 Lighting Install	10d	12/30/2014	1/13/2015
201	1881 Cut in Fire Sprinkler Drops	5d	12/30/2014	1/6/2015
202	North Install Casework	20d	1/9/2015	2/5/2015
203	Elevator Cab Finishes #1 (Floor and Walls), #2 and #3 (Floors)	20d	1/9/2015	2/5/2015
204	North Above Ceiling Inspection/Correction/Sign Off	3d	1/12/2015	1/14/2015
205	1881 Above Ceiling Inspection/Correction/Sign Off	3d	1/14/2015	1/16/2015
206	North Drop Ceiling Tile	3d	1/15/2015	1/19/2015
207	1881 Drop Ceiling Tile	3d	1/19/2015	1/21/2015
208	1881 Install Ceramic Tile Lobby's and Circ's All Levels	20d	1/22/2015	2/18/2015
209	1881 Install Carpet	3d	1/22/2015	1/26/2015
210	1881 Install Ruber Base	2d	1/27/2015	1/28/2015
211	North Plumbing Trim Out	3d	2/6/2015	2/10/2015
212	North Install Carpet	10d	2/6/2015	2/19/2015
213	North Install Ruber Base	5d	2/18/2015	2/24/2015
214	North Install Doors and Hardware	10d	2/18/2015	3/3/2015
215	1881 Install Casework/Wainscoat	10d	2/19/2015	3/4/2015
216	1881 Install Doors and Hardware	5d	2/19/2015	2/25/2015
217	North Install Wainscoat	5d	2/20/2015	2/26/2015
218	North Install LU-TEK Shades	5d	2/25/2015	3/3/2015
219	North Electrical/Fire Alarm Trim Out	5d	2/25/2015	3/3/2015
220	North Low Voltage Trim Out	5d	2/25/2015	3/3/2015
221	North Security Trim Out	5d	3/4/2015	3/10/2015



Gunnison County COLORADO

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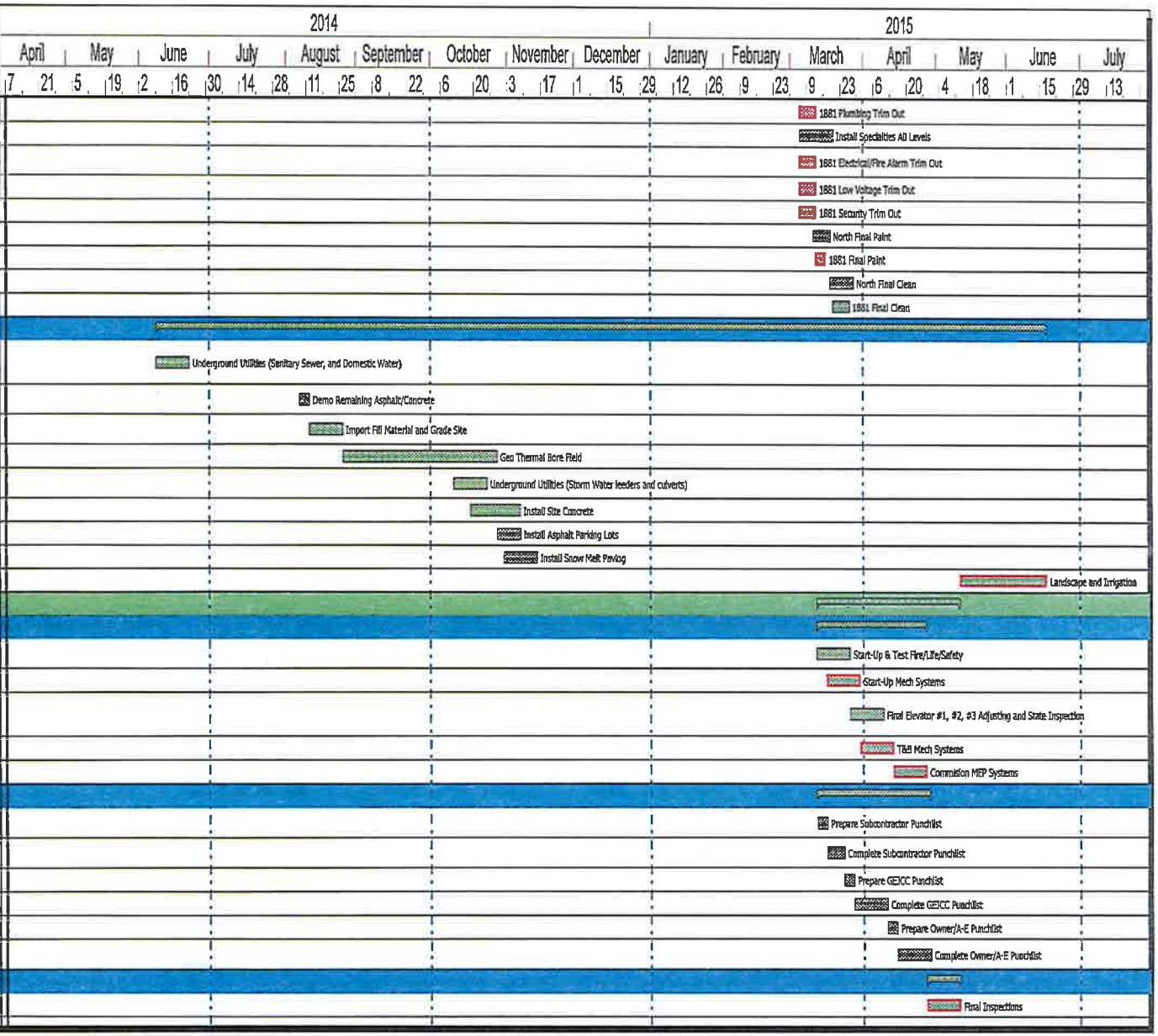
GE JOHNSON CONSTRUCTION COMPANY

FILE LOCATION - \\Client\D$\GCC\Schedule\GCC Project Schedule.pp : BORDER FILE - \\Client\D$\GCC\Schedule\GCCPRO~1.B

VIEW: Construction Schedule

Line	Name	Duration	Start	Finish
222	1881 Plumbing Trim Out	5d	3/5/2015	3/11/2015
223	Install Specialties All Levels	10d	3/5/2015	3/18/2015
224	1881 Electrical/Fire Alarm Trim Out	5d	3/5/2015	3/11/2015
225	1881 Low Voltage Trim Out	5d	3/5/2015	3/11/2015
226	1881 Security Trim Out	5d	3/5/2015	3/11/2015
227	North Final Paint	5d	3/11/2015	3/17/2015
228	1881 Final Paint	3d	3/12/2015	3/16/2015
229	North Final Clean	7d	3/18/2015	3/26/2015
230	1881 Final Clean	5d	3/19/2015	3/25/2015
	SITE WORK	218d	6/9/2014	6/16/2015
231	Underground Utilities (Sanitary Sewer, and Domestic Water)	10d	6/9/2014	6/20/2014
232	Demo Remaining Asphalt/Concrete	3d	8/7/2014	8/11/2014
233	Import Fill Material and Grade Site	10d	8/12/2014	8/25/2014
234	Geo Thermal Bore Field	45d	8/26/2014	10/28/2014
235	Underground Utilities (Storm Water leeders and culverts)	10d	10/10/2014	10/23/2014
236	Install Site Concrete	15d	10/17/2014	11/6/2014
237	Install Asphalt Parking Lots	7d	10/29/2014	11/6/2014
238	Install Snow Melt Paving	10d	10/31/2014	11/13/2014
239	Landscape and Irrigation	25d	5/12/2015	6/16/2015
	CLOSEOUT	36d	3/12/2015	5/11/2015
	COMMISSIONING	27d	3/12/2015	4/27/2015
240	Start-Up & Test Fire/Life/Safety	10d	3/12/2015	3/25/2015
241	Start-Up Mech Systems	10d	3/17/2015	3/30/2015
242	Final Elevator #1, #2, #3 Adjusting and State Inspection	10d	3/26/2015	4/8/2015
243	T&B Mech Systems	10d	3/31/2015	4/13/2015
244	Commision MEP Systems	10d	4/14/2015	4/27/2015
	PUNCHLIST	28d	3/12/2015	4/28/2015
245	Prepare Subcontractor Punchlist	3d	3/12/2015	3/16/2015
246	Complete Subcontractor Punchlist	5d	3/17/2015	3/23/2015
247	Prepare GEJCC Punchlist	3d	3/24/2015	3/26/2015
248	Complete GEJCC Punchlist	10d	3/27/2015	4/9/2015
249	Prepare Owner/A-E Punchlist	3d	4/10/2015	4/14/2015
250	Complete Owner/A-E Punchlist	10d	4/15/2015	4/28/2015
	FINAL INSPECTIONS	9d	4/28/2015	5/11/2015
251	Final Inspections	10d	4/28/2015	5/11/2015



Gunnison County COLORADO

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GEJOHNSON CONSTRUCTION COMPANY

FILE LOCATION - \\Client\D$\GCC\Schedule\GCC Project Schedule.pp : BORDER FILE - \\Client\D$\GCC\Schedule\GCCPRO~1.B

VIEW: Construction Schedule

Attachment K - FGMP Drawings and Specifications

Project Manual Volumes 1 & 2 FGMP-1 May 16, 2014

SHEET INDEX

SHEET #	DRAWING TITLE	FGMP-1 16-May-14
GENERAL		
G0.00	COVER SHEET	•
G0.01	PROJECT INFORMATION & SHEET INDEX	•
G0.02	GENERAL PROJECT NOTES	•
G0.03	GENERAL PROJECT NOTES	•
G0.04	CODE ANALYSIS	•
G0.05	CODE ANALYSIS	•
CIVIL		
C1.00	EXISTING CONDITIONS	•
C2.00	SITE DEMOLITION	•
C3.00	GRADING AND DRAINAGE	•
C4.00	UTILITIES	•
C5.00	DETAILS	•
LANDSCAPE		
L1.00	SITE AND LANDSCAPE PLAN	•
L1.10	PLANT LIST AND DETAILS	•
L2.00	SITE DETAILS	•
L2.10	SITE FURNITURE DETAILS	•
IRRIGATION		
I1.00	IRRIGATION PLAN	•
I1.10	IRRIGATION DETAILS	•
ARCHITECTURAL		
A0.01	ARCHITECTURAL ABBREVIATIONS AND SYMBOLS	•
A0.02	EXTERIOR WALL AND ROOF ASSEMBLIES	•
A0.03	PARTITION SCHEDULE	•
A0.04	TYPICAL PARTITION DETAILS	•
A0.05	TYPICAL PARTITION DETAILS	•
A0.06	DOOR SCHEDULE	•
A0.07	TYPICAL DOOR AND FRAME DETAILS	•
A0.08	TYPICAL CEILING DETAILS	•
A0.09	TYPICAL ROOF DETAILS	•
A0.10	FINISH SCHEDULE AND MATERIALS LEGEND	•
A0.11	TYPICAL FINISH DETAILS	•
A0.12	ACCESSORIES AND MOUNTING HEIGHTS	•
A0.15	EXTERIOR GLAZING ELEVATIONS	•
A0.16	EXTERIOR GLAZING ELEVATIONS	•
A0.21	ACCESSIBILITY STANDARDS AND DIAGRAMS	•
A0.22	ACCESSIBILITY STANDARDS AND DIAGRAMS	•
A3.01	OVERALL FLOOR PLAN - LEVEL 01	•
A3.02	OVERALL FLOOR PLAN - LEVEL 02	•
A3.03	OVERALL FLOOR PLAN - MECH. LEVEL	•
A3.04	OVERALL FLOOR PLAN - ROOF	•
A3.10	ENLARGED FLOOR PLAN - RESTROOMS	•
A3.11	LOBBY GUARDRAIL ENLARGED PLAN AND DETAILS	•
A3.21	ENLARGED PLAN - VERTICAL CIRCULATION	•
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A3.47	COURTROOM DETAILS	•
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A3.52	OVERALL FURNITURE PLAN - LEVEL 02	•
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A5.02	OVERALL EXTERIOR ELEVATIONS	•
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A5.22	OVERALL EXTERIOR 3D AXONOMETRIC VIEWS	•
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A6.12	OVERALL BUILDING SECTIONS	•
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A6.16	SOUTH WALL REBUILD	•
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A6.23	WALL SECTIONS	•
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A6.42	EXTERIOR PLAN DETAILS	•
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A6.53	EXTERIOR SECTION DETAILS	•
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A6.57	REBUILD SECTION DETAILS	•
A7.11	INTERIOR ELEVATIONS - LEVEL 01	•
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A7.41	INTERIOR ELEVATIONS - RESTROOMS	•
A7.42	INTERIOR ELEVATIONS - RESTROOMS	•
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A7.81	CASEWORK DETAILS	•
A7.82	CASEWORK DETAILS	•
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S0.02	GENERAL NOTES	•
S0.03	QA TABLES	•
S0.04	QA TABLES	•
S0.05	FLOOR LOADING DIAGRAMS	•
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S1.01	LEVEL 2 FRAMING PLAN	•
S1.02	FLAT ROOF FRAMING PLAN	•
S1.03	HIGH ROOF FRAMING PLAN	•
S2.00	ELEVATIONS	•
S2.01	ELEVATIONS	•
S2.02	ELEVATIONS	•
S3.00	TYP CONCRETE DETAILS	•
S3.10	FOUNDATION DETAILS	•
S3.12	GRADE BEAM DETAILS	•
S3.15	STEEL TO CONCRETE CONNECTIONS	•
S3.16	SOG DETAILS	•
S3.20	1881 DETAILS	•
S4.00	MASONRY DETAILS	•
S4.01	MASONRY DETAILS	•
S4.02	MASONRY DETAILS	•
S5.00	STEEL DETAILS	•
S5.01	STEEL DETAILS	•
S5.02	STEEL DETAILS	•
S5.03	STEEL DETAILS	•
S5.04	STEEL DETAILS	•
S5.05	STEEL DETAILS	•
S5.20	STEEL JOIST DETAILS	•
S5.30	METAL DECK DETAILS	•
S5.31	METAL DECK DETAILS	•
S5.32	METAL DECK DETAILS	•
S5.40	METAL STUD FRAMING	•
S5.41	METAL STUD DETAILS	•
S6.00	WOOD FRAMING DETAILS	•
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FP2.02	LEVEL 02 FIRE PROTECTION PLAN	•
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M1.01	MECHANICAL SITE PLAN	•
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M4.01	LEVEL 01 PIPING PLAN	•
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M5.01	ENLARGED MECHANICAL ROOM PLANS	•
M6.01	MECHANICAL SCHEDULES	•
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M6.03	MECHANICAL DETAILS	•
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M7.03	TEMPERATURE CONTROLS	•
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P3.03	ROOF LEVEL PLUMBING PLAN	•
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E4.01	LEVEL 01 POWER PLAN	•
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E5.01	LEVEL 01 SYSTEMS PLAN	•
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E5.03	ENLARGED FLOOR PLANS	•
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E6.03	LIGHTING CONTROLS SCHEDULES	•
E7.01	ONE LINE POWER DIAGRAM	•
E8.01	ELECTRICAL PANELBOARD SCHEDULES	•
E8.02	ELECTRICAL PANELBOARD SCHEDULES	•
E8.03	ELECTRICAL PANELBOARD SCHEDULES	•
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E9.02	ELECTRICAL DETAILS	•
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TA0.01	AUDIOVISUAL COVER SHEET	•
TA3.01	LEVEL 1 OVERALL AUDIOVISUAL FLOOR PLAN	•
TA3.02	LEVEL 2 OVERALL AUDIOVISUAL FLOOR PLAN	•
TA3.11	LEVEL 1 ENLARGED AUDIOVISUAL FLOOR PLANS AND INTERIOR ELEVATIONS	•
TA3.12	LEVEL 2 ENLARGED AUDIOVISUAL FLOOR PLANS AND CEILING PLANS	•
TA3.13	LEVEL 2 ENLARGED AUDIOVISUAL FLOOR PLANS AND CEILING PLANS	•
TA6.01	AUDIOVISUAL ONE-LINE DIAGRAMS	•

GEJOHNSON

ATTACHMENT L
CM/GC EQUIPMENT AND BILLABLE RATES

DESCRIPTION	UM	EQ CLASS		Hrly	DAILY	WEEKLY	4 WEEKS
AIR EQUIPMENT							
	EA	020	AIR COMPRESSORS, 210 CFM		$102.00	$405.00	$1,213.02
			Air hose, 50' sections		$0.00	$0.00	$0.00
	EA	021	AIR COMPRESSORS, 20 CFM		$49.00	$196.00	$585.66
			Air hose, 50' sections		$0.00	$0.00	$0.00
	EA	022	AIR COMPRESSORS, 5 - 7 CFM		$43.00	$170.00	$508.53
			Air hose, 50' sections		$0.00	$0.00	$0.00
	EA	333	AIR POST DRIVER		$55.00	$218.00	$652.93
	EA	323	ELECTRIC CHIPPING HAMMER, 30#		$42.00	$167.00	$499.68
	EA	040	HAMMERS, CHIPPING		$43.00	$171.00	$510.07
	EA	040	JACKHAMMERS, 30#		$43.00	$171.00	$510.07
	EA	320	JACKHAMMERS, 60-90#		$50.00	$199.00	$596.04
	EA	322	JACKHAMMERS, ELECTRIC		$75.00	$297.00	$888.58
	EA	320	ROCK DRILL, ROTARY HAMMER		$41.00	$161.00	$481.40
	EA	492	SANDBLASTER POT, HOOD & AIR PUMP		$51.00	$201.00	$603.00
AUTOMOBILES							
	EA	620	SEDAN		$81.00	$322.00	$964.80
	EA	622	SPORT UTILITY		$93.00	$369.00	$1,105.50
	EA	623	SPORT UTILITY, MIDSIZE		$76.00	$302.00	$904.50
	EA	006	TRUCKS, PICKUP		$93.00	$369.00	$1,105.50
COMPACTION							
	EA	715	COMPACTION WHEEL, EXCAVATOR		$150.00	$597.00	$1,788.70
*	EA	457	COMPACTOR, 815B CAT, 52,000#		$1,047.00	$4,188.00	$12,562.50
	EA	450	COMPACTOR, WALK BEHIND TRENCH		$193.00	$772.00	$2,314.26
	EA	703	SHAKER HEAD, BACKHOE MOUNTED		$125.00	$500.00	$1,500.00
	EA	717	SHAKER HEAD, EXCAVATOR MOUNTED		$294.00	$1,173.00	$3,517.50
	EA	564	TAMPER, HEAVY PLATE		$157.00	$627.00	$1,879.35
	EA	566	TAMPER, JUMPING JACK		$68.00	$269.00	$805.11
	EA	562	TAMPER, SMALL PLATE		$73.00	$292.00	$873.19
CONCRETE EQUIPMENT							
	EA	832	CONCRETE BLANKETS, 12 X 25		$5.00	$19.00	$55.28
	EA	642	CONCRETE BUCKETS, 1 1/4 - 2 YD		$59.00	$235.00	$703.94
	EA	640	CONCRETE BUCKETS, 1/2 - 1 YD		$44.00	$176.00	$525.07
	EA	170	CONC CHAIN SAWS, 101CC, plus segment wear		$82.00	$327.00	$979.88
	EA	113	CONCRETE OVERHEAD DRILL PRESS		$25.00	$100.00	$300.00
	EA	100	CONCRETE PLACING BOOM		$150.00	$600.00	$1,800.00
	EA	531	CONC SLAB SAW, 12" WALK BEHIND, blades sold separately		$67.00	$267.00	$800.00
	EA	532	CONC SLAB SAW, 14" SELF PROP, blades sold separately		$93.00	$369.00	$1,105.00
	EA	530	CONC SLAB CRAB, GREEN CUT SAW, blades sold separately		$84.00	$334.00	$1,000.00
	EA	533	CONC SLAB SAW, 20" BLADE, PROPANE		$102.00	$408.00	$1,221.51
	EA	590	CONCRETE VIBRATORS, 2 1/2" HD, 115V		$47.00	$188.00	$562.00
	EA	110	CORE DRILLS, bits as needed		$65.00	$258.00	$773.85
	EA	180	DEMO SAW, 14", blades sold separately		$69.00	$274.00	$821.65
	EA	135	FLOOR GRINDERS, 12",8HP, GAS/PROP ENG		$453.00	$1,809.00	$5,427.00
	EA	132	FLOOR GRINDERS, 8" PATH, 4HP, GAS ENG.		$225.00	$900.00	$2,700.00
	EA	230	POWER TROWELS		$67.00	$268.00	$804.00
	EA	171	REBAR TYING TOOL, max size #5x#6 or #9x#8		$51.00	$201.00	$603.00
	EA	050	ROTARY HAMMERDRILL, SDS MAX		$42.00	$167.00	$500.00
	EA	051	ROTARY HAMMERDRILL, SDS PLUS		$22.00	$87.00	$260.00
CONCRETE FORM HARDWARE							
	EA	819	10" CURB FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	816	12" CURB FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	817	18" CURB FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	818	18" RADIUS FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	812	4" CURB FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	813	6" CURB FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	814	6" FACE FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	815	8" CURB FORMS, per 10' section		$1.84	$7.37	$22.11
	EA	806	ANCHOR LOCKS 3M		$0.03	$0.11	$0.33
	EA	807	ANCHOR LOCKS 5M		$0.03	$0.11	$0.33
	EA	803	CAMLOCKS		$0.03	$0.13	$0.38
	EA	837	1/4" ROD CLAMPS "CAT HEADS"		$0.02	$0.09	$0.28
	EA	809	COLUMN CLAMPS		$0.89	$3.57	$10.70

*Bare rates-no labor included

Rates subject to change 10/01/14

GEJOHNSON

ATTACHMENT L
CM/GC EQUIPMENT AND BILLABLE RATES

DESCRIPTION	UM	EQ CLASS		Hrly	DAILY	WEEKLY	4 WEEKS
Concrete form hardware, continued	EA	811	ELLIS SHORE CLAMPS		$0.04	$0.15	$0.44
	EA	844	HANDRAIL POSTS, GATES		$0.41	$1.66	$4.97
	EA	858	JAHN CLAMPS		$0.04	$0.17	$0.50
	EA	859	JAHN SCAFFOLD BRACKETS		$0.03	$0.13	$0.38
	EA	838	POST SHORES		$0.26	$1.06	$3.17
	EA	833	PRESSED STEEL WEDGES		$0.02	$0.07	$0.22
	EA	805	SCAFFOLD BRACKETS, GATES		$0.46	$1.84	$5.53
	EA	804	STIFFBACK CLAMPS		$0.02	$0.09	$0.28
	EA	808	TURNBUCKLES, FORM		$0.18	$0.74	$2.21
CRANES							
*	EA	153	CRANES, HYDRO 60 TON	$143.00	$1,144.00	$5,720.00	$17,085.00
*	EA	154	CRANES, HYDRO 80 TON	$174.00	$1,392.00	$6,960.00	$20,904.00
Crane accessories	EA	770	FORKS, CRANEABLE		$13.00	$51.00	$150.75
	EA	648	MATERIAL BASKET, CRANEABLE		$19.00	$73.00	$216.08
	EA	645	PERSONNEL BASKET - FOR CRANE USE		$30.00	$118.00	$351.75
	EA	643	SPREADER BEAM - FOR CRANE USE		$19.00	$73.00	$216.08
EARTHMOVING							
BACKHOE	EA	701	BACKHOE, 16,000#	$44.00	$264.00	$1,056.00	$3,165.75
BACKHOE	EA	702	BACKHOE, 16,800# e-stick	$51.00	$304.00	$1,214.00	$3,640.11
Backhoe accessory	EA	706	BREAKER, 750# BACKHOE		$294.00	$1,173.00	$3,517.50
ENGINE SCRUBBER	EA	745	SCRUBBER		$30.00	$118.00	$351.75
EXCAVATOR	EA	762	EXCAVATOR, 19,000# w/thumb		$388.00	$1,549.00	$4,644.85
EXCAVATOR	EA	708	EXCAVATOR, 50,000# w/thumb	$109.00	$652.00	$2,605.00	$7,813.88
EXCAVATOR	EA	713	EXCAVATOR, 82,000# w/ thumb	$167.00	$1,001.00	$4,003.00	$12,007.74
EXCAVATOR	EA	718	EXCAVATOR, MINI BOBCAT 435		$254.00	$1,014.00	$3,039.12
GRADER	EA	720	GRADER, 35000#, ALL WHEEL DRIVE	$130.00	$777.00	$3,106.00	$9,316.35
Grader accessory	EA	722	GRADER LASER CONTROLS		$134.00	$536.00	$1,608.00
GRIZZLY	EA	771	STATIC ROCK SCREEN		$109.00	$436.00	$1,306.50
LOADER	EA	730	LOADER, I.T. 24,000#		$369.00	$1,474.00	$4,422.00
IT Attachments	EA	736	I.T. BOOM		$17.00	$67.00	$201.00
IT Attachments	EA	738	I.T. FORKS		$17.00	$67.00	$201.00
LOADER	EA	743	LOADER, 30,000#, 3.5 YD.	$98.00	$584.00	$2,334.00	$7,000.00
LOADER	EA	741	LOADER, 40,000#, 4 YD.	$125.00	$750.00	$3,000.00	$9,000.00
LOADER	EA	761	LOADER, 52,000#, 5 YD.	$156.00	$932.00	$3,727.00	$11,179.62
SCRAPER	EA	760	SCRAPER, 49,000#, 16CV	$204.00	$1,223.00	$4,891.00	$14,673.00
SKID STEER	EA	744	SKID STEER		$193.00	$771.00	$2,311.50
Skid Steer Attachments	EA	740	AUGER, SKID MOUNTED		$93.00	$369.00	$1,105.50
	EA	748	BREAKER, HYDRAULIC		$151.00	$603.00	$1,809.00
	EA	747	FORKS, SKID STEER		$26.00	$101.00	$301.50
	EA	772	SNOW BLOWER, SKID STEER MOUNTED		$139.00	$553.00	$1,658.25
	EA	749	SNOW PLOW, SKID STEER		$109.00	$433.00	$1,298.25
	EA	750	SWEEPER ATTACHMENT, plus brush wear		$101.00	$402.00	$1,206.00
SKID STEER with tracks *	EA	752	SKID STEER with TRACKS		$311.00	$1,241.00	$3,720.21
FANS	EA	200	2' BARREL		$26.00	$101.00	$301.50
	EA	200	3' EXHAUST		$26.00	$101.00	$301.50
	EA	200	4' EXHAUST		$26.00	$101.00	$301.50
	EA	202	AIR BLOWER, 8" RAM FAN		$13.00	$50.00	$150.00
	EA	201	HEPA-AIRE, plus hepa filters		$26.00	$101.00	$301.50
	EA	203	RIGID CARPET		$9.00	$34.00	$100.00
FORKLIFT	EA	223	10000#, HIGHREACH		$375.00	$1,500.00	$4,500.00
Forklift Attachments	EA	739	10000# FORK MOUNTED LIFTING BOOM		$17.00	$67.00	$201.00
GENERATORS	EA	250	GENERATORS, 6KW, HIGH CYCLE 240V		$61.00	$244.00	$729.10
	EA	250	GENERATORS, 6KW, 120V, 60HZ		$61.00	$244.00	$729.10
	EA	259	GENERATORS, 60-80KW,MAX OT=2X mo. rate @ $13 per hr.		$176.00	$704.00	$2,110.50
HEATERS							
	EA	268	1.5 MIL. BTU, NG & LP, includes 50' hose		$139.00	$553.00	$1,658.25
	EA	262	100-150K BTU, NG OR LP, includes 50' hose		$36.00	$142.00	$424.67
	EA	264	300-350K BTU, LP, includes 50' hose		$42.00	$167.00	$500.00
	EA	266	400K BTU, NG & LP, includes 50' hose		$61.00	$242.00	$723.60
	EA	267	DRY AIR 1.2MIL BTU, incl 50' GEJCC hose, 4 heat		$503.00	$2,010.00	$6,030.00
			exchangers,1000' 1" HTF and 100' 2" HTF hose				

*Bare rates-no labor included

Rates subject to change 10/01/14

GEJOHNSON

ATTACHMENT I.
CM/GC EQUIPMENT AND BILLABLE RATES

ESCRIPTION	UM	EQ CLASS		Hrly	DAILY	WEEKLY	4 WEEKS
eaters, continued	EA	280	INFRA-RED, OIL		$38.00	$151.00	$452.25
Heater Accessory	EA	801	1 1/4" and 1 1/2" HEATER HOSE, per 50' section		$13.00	$51.00	$150.75
Heater Accessory	EA	802	1" HEATER HOSE, per 50' section		$7.00	$26.00	$75.38
Heater Accessory	EA	840	1" and 2" HTF HOSE, 50' section		$9.00	$34.00	$100.50
Heater Accessory	EA	269	GROUND THAW HOSE REEL FOR DRY AIR UNIT (6k sq ft)		$210.00	$838.00	$2,512.50
HOISTS, PERSONNEL *	EA	270	6000 lb 4'8" W x 12'4" L x 7'2" H, plus install/takedown,		$599.00	$2,396.00	$7,185.75
			maintenance and drop tests and 100' of mast				
*	EA	274	6000 lb 4'8" W x 12'4" L x 7'2" H, plus install/takedown,		$629.00	$2,516.00	$7,545.04
			maintenance and drop tests and above 100' to 180 ' of mast				
Hoist Accessory	EA	271	HOIST COMMUNICATION UNIT (per comm box)		$6.00	$22.00	$65.33
BOOM LIFT	EA	284	BOOM LIFT, 80'		$500.00	$2,000.00	$6,000.00
HOISTS, SCISSOR LIFTS *	EA	281	SCISSOR LIFT, 19'		$61.00	$244.00	$729.79
*	EA	282	SCISSOR LIFT, 26'		$81.00	$322.00	$965.44
LIGHT TOWER							
	EA	774	LIGHT TOWER, 4000W		$78.00	$309.00	$925.51
MATERIAL HANDLING							
	EA	644	CLAM SHELL & CRANE DUMPSTERS		$25.00	$99.00	$296.48
	EA	647	HOPPER, SELF DUMPING, 1.5 yd w/ fork pockets		$35.00	$139.00	$414.06
	EA	399	POWER BUGGIE/HYDRAULIC DUMP		$84.00	$335.00	$1,005.00
	EA	643	SPREADER BEAM - FOR CRANE USE		$19.00	$73.00	$216.08
	EA	857	TRASH CHUTE, per section		$3.00	$12.00	$34.17
MISCELLANEOUS							
	LF	820	ALUMINUM I-BEAM, per foot		$0.02	$0.09	$0.28
	EA	777	BAND SAWS		$7.00	$25.00	$75.00
	EA	112	BOULDER BREAKER - gun power blast		$101.00	$402.00	$1,206.00
	EA	160	CAMERA, HEAT THERMAL		$84.00	$334.00	$1,000.00
	EA	190	CHAIN SAWS		$44.00	$175.00	$522.60
	EA	111	DRILL PRESS, MAGNETIC, 1/2"		$50.00	$197.00	$589.31
	EA	855	FENCE PANELS, 6' x 12' or 6' x 14'		$1.00	$3.00	$8.04
	EA	878	FENCE SCREEN, 6' x 12'		$1.00	$3.00	$8.04
	EA	778	FLOOR AUTO SCRUBBER		$117.00	$467.00	$1,400.00
	EA	611	INCIDENT COMMAND SYSTEM		$30.00	$118.00	$351.75
	EA	776	LED TOWER CRANE SIGN		$21.00	$84.00	$250.00
	EA	605	PLASMA CUTTER		$54.00	$215.00	$644.00
	EA	610	RADIOS 2 WAY, 5W, 4 channel		$6.00	$24.00	$70.35
	EA	831	SCAFFOLD, BILJAX, COMPLETE 29 X 65, INCL. 2 END FRAMES,		$8.38	$33.50	$100.50
			2 SIDE RAILS, 1 DECK, 4 WHLS, 2 SAFETY RAILS				
	EA	775	SHEAR WRENCH		$30.00	$117.00	$350.00
	EA	571	SLIDING COMPOUND MITER SAW		$30.00	$117.00	$350.00
	EA	140	SPRAYER, CONCRETE CURE		$26.00	$101.00	$301.50
	EA	145	SPRAYER, POWER PAINT, AIRLESS		$72.00	$285.00	$854.25
	EA	773	STEEL ROAD PLATES		$28.00	$109.00	$324.62
	EA	542	STORAGE CONTAINERS, 20'		$15.00	$57.00	$168.84
	EA	570	TABLE SAW		$30.00	$117.00	$350.00
	EA	845	TENT, 40'X60'X12, metal structure/canvas cover		$95.00	$377.00	$1,130.63
	EA	849	TENT, 20'X120', metal structure/canvas cover		$419.00	$1,675.00	$5,025.00
	EA	066	TWO MAN AUGER		$68.00	$269.00	$805.00
OFFICE EQUIPMENT							
	EA	661	BLUEPRINT COPIER		$59.00	$235.00	$703.50
	EA	666	BLUEPRINT DUPLICATOR		$17.00	$67.00	$201.00
	EA		COMPUTER KIOSK		$9.00	$34.00	$100.00
	EA	664	COPIER,DESKTOP,NONCOLLATING, incl maint		$14.00	$56.00	$165.83
	EA	653	COPIER, DESKTOP, NETWORKED, incl toner, maint(max 18K copies)		$16.00	$64.00	$190.95
	EA	668	COPIER, NETWORKED, COLOR incl toner, maint (max 10K copies)		$63.00	$250.00	$748.00
	EA	663	COPIER, NETWORKED, incl toner, maint (max 4000 copies)		$58.00	$232.00	$693.45
	EA	681	EDM MACHINE, SINGLE MONITOR		$14.00	$54.00	$160.80
	EA	683	EDM MACHINE, DUAL MONITOR		$21.00	$81.00	$240.40
	EA	658	PC LAPTOP & SOFTWARE, 17" monitor		$42.00	$165.00	$495.00
	EA	658	PC WORKSTATION & SOFTWARE, 17" monitor		$42.00	$165.00	$495.00
	EA	650	PHONE SYSTEMS BASE UNIT W/ 8 PORTS		$26.00	$101.00	$301.50
	EA	650	PHONE SYSTEM 8 ADDITIONAL PORTS		$26.00	$101.00	$301.50
	EA	665	PLOTTER		$34.00	$134.00	$402.00
	EA	667	TABLET		$17.00	$66.00	$195.98

*Bare rates-no labor included

Rates subject to change 10/01/14

GE JOHNSON

ATTACHMENT L
CM/GC EQUIPMENT AND BILLABLE RATES

DESCRIPTION	UM	EQ CLASS		Hrly	DAILY	WEEKLY	4 WEEKS
OFFICE TRAILER							
	EA	240	FIELD OFFICE/ 10' with furniture		$30.00	$118.00	$351.75
	EA	242	FIELD OFFICE/12' with furniture		$40.00	$158.00	$472.35
	EA	243	FIELD OFFICE/24' DBL WIDE with furniture		$126.00	$503.00	$1,507.50
	EA	247	FIELD OFFICE/3 PLEX with furniture		$189.00	$754.00	$2,260.00
	EA	246	FIELD OFFICE/4 PLEX with furniture (48X56)		$252.00	$1,005.00	$3,015.00
	EA	245	GROUND OFFICE UNIT, 8' x 20', with furniture		$26.00	$101.00	$301.50
	EA	029	PORTABLE STAIRS with railing		$3.00	$11.00	$30.15
PRESSURE WASHER							
	EA	067	POWER WASHERS, GAS POWERED		$93.00	$369.00	$1,105.50
PUMPS							
	EA	434	2" WATER, ELECTRIC, 120V, includes hose		$42.00	$168.00	$502.50
	EA	430	2" WATER, TRASH, GAS, includes hose		$57.00	$227.00	$678.38
	EA	432	3" WATER, 240V, includes hose		$47.00	$185.00	$552.75
Pump Accessories			Pump discharge hose		$0.00	$0.00	$0.00
			Pump suction hose - gas, trash pumps		$0.00	$0.00	$0.00
SAFETY ITEMS							
	EA	829	CLAMP ON GUARDRAIL POSTS		$0.34	$1.34	$4.02
	EA	846	FIRE EXTINGUISHER		$2.00	$6.00	$17.09
	EA	690	GAS DETECTION METER		$42.00	$168.00	$502.50
	EA	828	GUARDRAIL, ROOFTOP SAFETY RAIL, per section		$0.34	$1.34	$4.02
	EA	853	JERSEY BARRICADES, 10' long each		$4.19	$16.75	$50.25
	EA	848	METAL ROOF STANCHIONS		$2.20	$8.80	$35.18
	EA	854	ROOF STANCHIONS w/ rubber base		$1.68	$6.70	$20.10
	EA	850	WATER BARRIERS, 2'x8'		$4.19	$16.75	$50.25
SURVEYING	EA	891	FIELD ENGINEER - TRUCK & EQUIPMENT ONLY	$35.18			
*	EA	893	FIELD ENGINEER - EQUIPMENT ONLY (no truck)	$19.10			
*	EA	313	GPS SURVEYING SYSTEM - DAILY IF USED		$216.08		
*	EA	312	ROBOTIC STATION-DAILY IF USED		$125.63		
	EA	305	LASER, PLS-5		$10.00	$39.00	$115.58
	EA	307	LASERS, GREEN BEAM		$67.00	$268.00	$804.00
	EA	306	LASERS, INFRARED		$47.00	$185.00	$552.75
	EA	302	LEVELS		$26.00	$102.00	$304.52
	EA	310	TOTAL STATION		$93.00	$369.00	$1,105.50
	EA	300	TRANSITS/DIGITAL		$30.00	$118.00	$351.75
TRAILERS	EA	211	TRAILER, LOWBOY STINGER	$25.13			
	EA	212	TRAILER, LOWBOY	$25.13			
	EA	213	TRAILERS, FLATBED, ROCK TRLR, BELLY DUMP	$8.04	$48.24	$192.96	$773.85
	EA	214	TRAILERS, UTILITY	$7.04	$42.21	$115.57	$351.75
	EA	215	TRAILERS, enclosed cargo, 7' x 17'	$7.04	$42.21	$115.57	$351.75
TRUCKS							
*	EA	003	1 TON-DELIVERY	$33.17			
*	EA	017	BUS, PASSENGER 16 seat		$63.00	$252.00	$1,005.00
*	EA	004	DUMP, TANDEM	$35.18			
*	EA	005	FUEL/LUBE	$35.18			
	EA	006	PICKUP-SEE AUTOMOBILE				
*	EA	010	SANDING	$20.10			
*	EA	005	SERVICE	$35.18			
*	EA	008	TRACTOR	$38.19			
*	EA	012	WATER, 1800 GALLON		$280.00	$1,120.00	$3,359.46
*	EA	014	WATER, 4000 GALLON		$495.00	$1,977.00	$5,928.79
*	EA	009	WELDING	$10.05			
UTILITY VEHICLES	EA	060	MOTORIZED CART		$65.00	$258.00	$773.85
	EA	061	ATV, 4X4, SIDE BY SIDE		$105.00	$420.00	$1,259.59
WELDERS							
	EA	602	WELDER/WIREFEED, 240 volt electric		$58.00	$232.00	$693.45
	EA	601	WELDER/GENERATOR, gas		$65.00	$260.00	$778.26
	EA	604	WELDER/WIRE FEED, 110 volt electric		$39.00	$154.00	$460.00
	EA	603	SMOKE EATER		$44.00	$176.00	$525.07

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Rates subject to change 10/01/14