

***THE MARCH 13, 2018 COUNCIL PACKET MAY BE VIEWED
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
MARCH 13, 2018
4:30PM**

Agenda Item #1: Summit Stage Update 4:30pm

Agenda Item #2: Marina Master Plan Discussion 4:45pm

Agenda Item #3: BBQ Security and July 4th Safety Discussion 5:45pm

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
MARCH 13, 2018
7:00PM**

**STARTING TIMES INDICATED FOR AGENDA ITEMS ARE ESTIMATES ONLY AND
MAY CHANGE**

Call to Order: Gary Wilkinson, Mayor

Roll Call: Gary Wilkinson, Jessica Burley, Kim Cancelosi, Rick Ihnken, Dan Kibbie, Hunter Mortensen, and Deborah Shaner

Public Comments: Citizens making comments during Public Comments or Public Hearings should state their names and addresses for the record, be topic-specific, and limit comments to no longer than three minutes.

NO COUNCIL ACTION IS TAKEN ON PUBLIC COMMENTS. COUNCIL WILL TAKE ALL COMMENTS UNDER ADVISEMENT AND IF A COUNCIL RESPONSE IS APPROPRIATE THE INDIVIDUAL MAKING THE COMMENT WILL RECEIVE A FORMAL RESPONSE FROM THE TOWN AT A LATER DATE.

Mayor and Council Comments:

Staff Updates:

Consent Agenda:

Minutes February 27, 2018 Meeting

New Business:

Agenda Item #1: Resolution 18-08, a Resolution Authorizing the Mayor and Town Clerk to Execute that Certain Agreement with Summit Homes Construction, LLC for the

Construction of the Mary Ruth Place Workforce Housing Project, in an Amount not to Exceed \$1,914,629 STAFF: RANDY READY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: Resolution 18-09, a Resolution Authorizing the Mayor and Town Clerk to Execute That Certain Agreement for Four Townhomes from Coyote Village, LTD., in an Amount not to Exceed \$1,700,000 STAFF: RANDY READY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Old Business:

Agenda Item #3: Second Reading Ordinance 18-03, an Ordinance Amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Concerning Zoning, by Amending Article 2 Thereof, at Table 2-1, Concerning a Summary of Development Review Procedures, and at Table 2-3, Concerning Administrative Adjustments on the Number of Required Parking Spaces, and by Amending Subsections 180-2.3.4.F, Concerning the Simultaneous Processing of Certain Zoning and Development Applications, 180-2.5.2.D.3, Concerning the Timing of Major Site Plan Applications After Sketch Plan Review, and 180-4.2.4.A.1 Concerning Criterion for Designation Under the Historic Overlay District, and by Amending Article 6 of Chapter 180, at Table 6-K, Concerning Bulk Plane Standards STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Adjourn:



TO: MAYOR AND TOWN COUNCIL
FROM: TOM HOGEMAN, MARINA GENERAL MANAGER
DIANE MCBRIDE, ASSISTANT TOWN MANAGER / DIRECTOR, RECREATION AND CULTURAL DEPARTMENT
RE: MARINA MASTER PLAN UPDATE AND BUILDING LOCATION DECISION
DATE: MARCH 13, 2018

Background: The Town contracted with Logan Simpson to prepare a master plan for the Frisco Bay Marina. The goal of this master plan is to help prepare the Town for the “Big Dig”, and to address the growth and sustainability concerns of the Marina.

The master plan is coordinating with the project presently underway for the architectural design work for the marina office/retail/restroom facility with Matthew Stais Architects. This construction project is budgeted for 2018. The design of the building was paused in late 2017/early 2018 in order to look at all possible locations for the building site through the master planning efforts.

On February 7th and 8th a master plan workshop was held that culminated in an open house on the evening of the 8th to present some concepts and gather community feedback. Logan Simpson will be present at the March 13th Council meeting to review and discuss the following:

- Outcomes and key findings from the February charrette and open house
- Review of existing conditions
- Presentation of two concepts (A and B) with phasing options and cost implications

A copy of the Logan Simpson presentation is included in your Council packet. Additional details regarding costs will follow in a separate email. Matthew Stais will also be present at this meeting.

At the March 13th Council meeting, staff is seeking feedback and decision on the building (marina office/retail/restroom facility) site location.

Staff Analysis: The concepts shown at the open house included placement of the new marina building in two different locations. The first location being where the Lund house currently sits, the other being in a new location on the east side of the current boat ramp. Both locations will be thoroughly reviewed at the Council meeting with phasing details and cost implications.

Staff Recommendation: After reviewing the materials and the information presented at the March 13th Council meeting, staff is seeking feedback and a decision on the building (marina office/retail/restroom facility) site location. A decision on the site location needs to occur at this time to keep the project moving forward – design, approvals, contracts, etc. – for fall 2018 construction.

TOWN OF FRISCO FRISCO BAY MARINA

March 2018 Master Plan Council Update

FEBRUARY CHARRETTE OUTCOMES

Guiding Principles Developed:

- Expand capacity and level of service at the Marina
- Address conflicts/ improve access to the water
- Make the Marina an extension of Main Street
- Organize uses to support quality user experience
- Enhance the waterfront environment
- Support year round active uses



KEY FINDINGS

Access

- The boat ramp is in the wrong place
- Too much parking close to water's edge
- Pedestrian/bike access to waterfront is weak
- Options for Summit/Main intersection

Facilities

- Buildings should be closer to the waterfront
- Boat storage buildings would solve clutter
- Park open spaces have limited use
- People want to be able to “touch” the water





Legend

- Project Area
- Utilities
- Active Use
Approx. 82,000 SF
- Open Space
Approx. 244,000 SF
- Cemetery
- Central Core
- Mixed Use
- Light Industrial
- Normal High Water



Frisco Bay Marina Master Plan

CONDITIONS ASSESSMENT
WARM SEASON USES



Legend

- Project Area
- Destination/Attraction
- Winter Boat Storage Approx. 100,000SF
- Snow Storage Approx. 100,000SF
- Existing Rec Path
- Berm
- Normal Low Water Line



- Legend**
- Circulation Conflict
 - Existing Rec Path
 - Proposed Rec Path
 - Pedestrian Path
 - Existing Vehicle Access
 - Proposed Vehicle Access
 - Normal High Water
 - Project Area
 - Berm

Frisco Bay Marina Master Plan



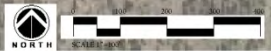
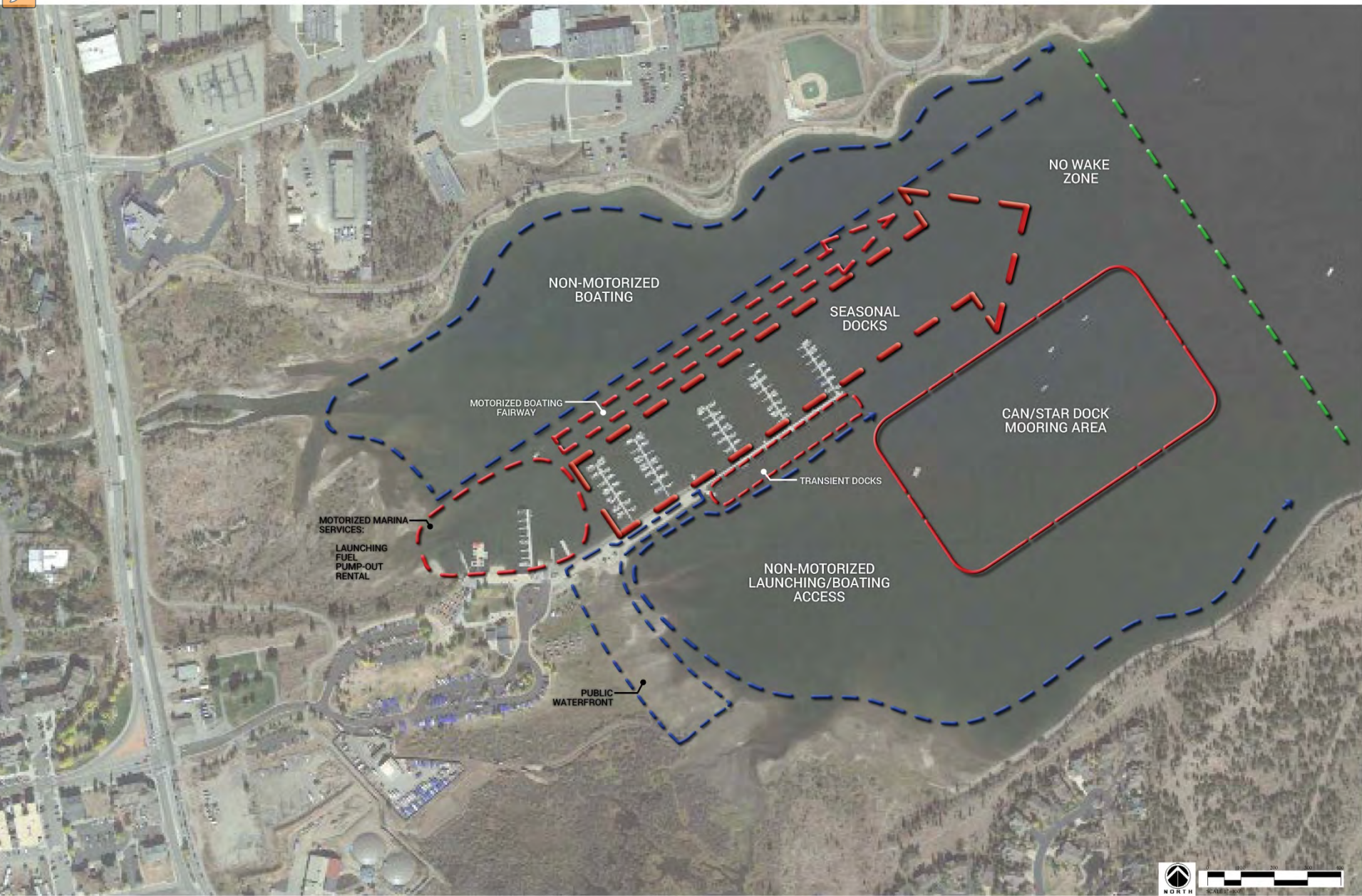
- Legend**
- Water Quality Area
 - Poor Drainage Area
 - Medium Quality Wetland
 - Low Quality Wetland
 - Normal High Water
 - Approximate Low Water
 - Primary Drainage
 - Project Area



Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan

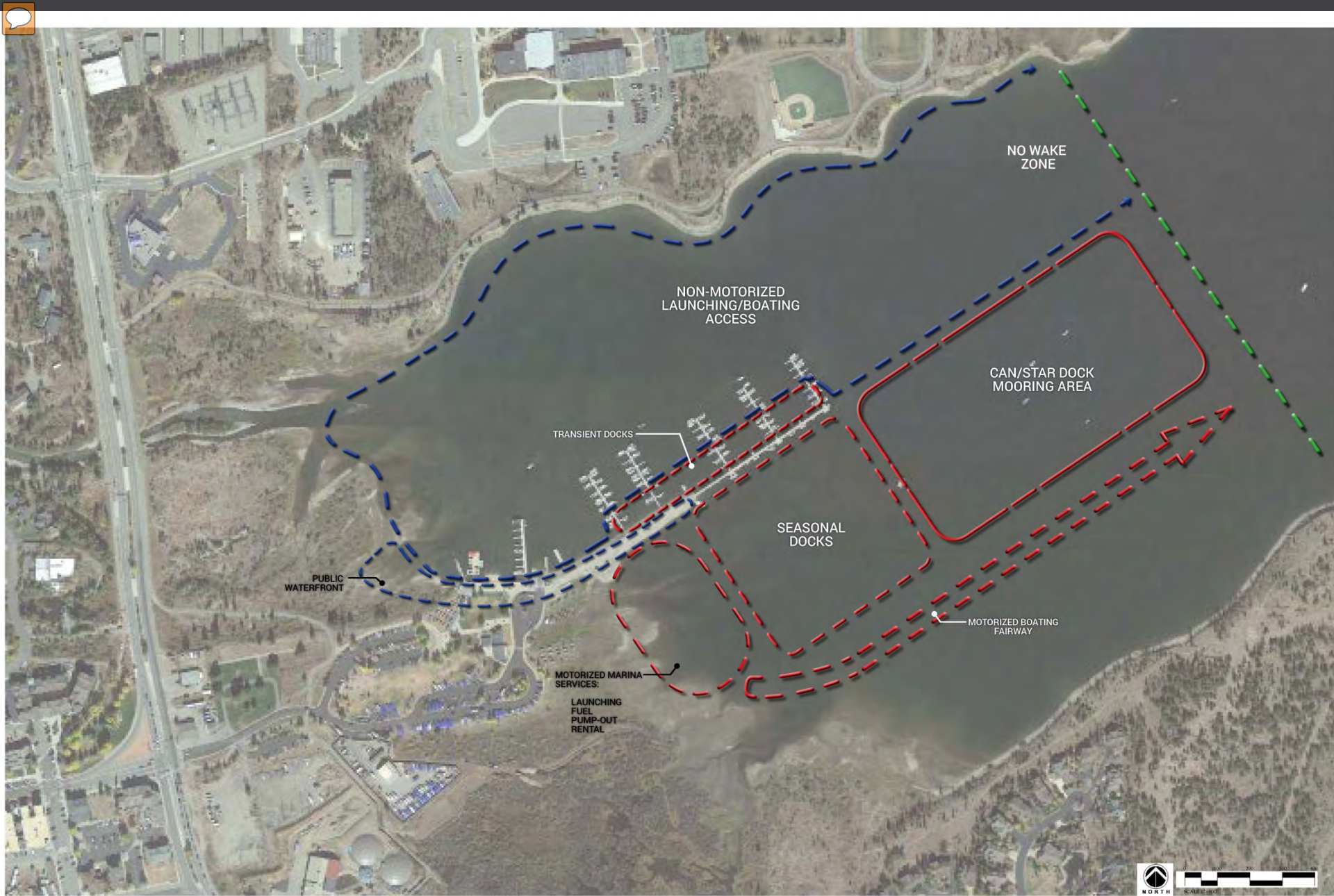


Frisco Bay Marina Master Plan

CONDITIONS ASSESSMENT
MARINA LAYOUT DIAGRAM A
2.07.2018



Frisco Bay Marina Master Plan





Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan



Frisco Bay Marina Master Plan

EXISTING BUILDING SITE



existing site plan

frisco bay marina office expansion

date: 9 january 2018

scale: 1" = 10'-0"

draft



COST IMPLICATIONS

Marina Buildings

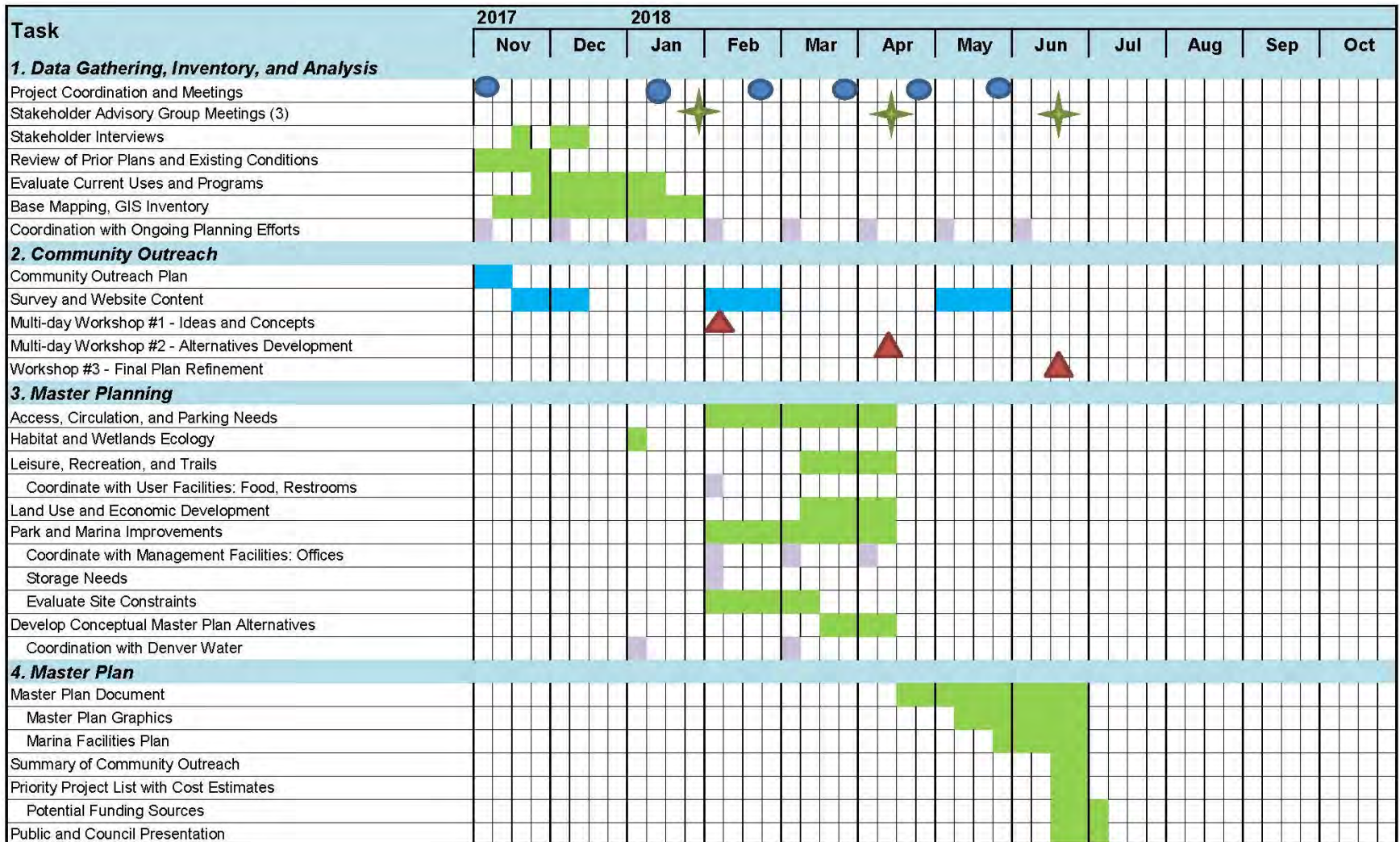
- 250' additional utilities to serve proposed building
- Replace Food and Beverage
- Improve Boat Service and Add Storage Buildings
- Development Opportunities offset costs

Sitework

- Long term best waterfront uses proposed
- Ramp relocation dependent on Big Dig
- Maximize reuse potential of existing roads/parking
- Enhance environmental quality of water's edge



PROJECT SCHEDULE



QUESTIONS?





FRISCO BAY MARINA
COLORADO



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
NORA GILBERTSON, EVENTS MANAGER
RE: BBQ SECURITY AND JULY 4TH SAFETY
DATE: MARCH 13, 2018

Background: Frisco's largest summer events are the Colorado BBQ Challenge (June 14, 16, 2018) and July 4th. Event, recreation, fire and police staffs have been meeting recently to discuss how to make changes to Frisco events with a focus on safety. These discussions have been spurred by recent incidents at events nationally. BBQ and 4th of July have been a focus of these discussions due to their size and scope.

During a January Town Council discussion regarding the yearly designation of Frisco events as "no dog", Council charged staff with reducing the amount of dogs at the Frisco BBQ Challenge. In the past, the Town has hired 7 security personnel to monitor dogs and outside alcohol at the Colorado BBQ Challenge.

During the July 4th event, the Town of Frisco hosts a parade with 10,000+ spectators. For the past 4 years, the Town has paid non-profits to monitor/marshal the parade route in order to prevent interactions between spectators, specifically children, and vehicles/bikes/horses in the parade. This approach has had varying levels of success due to the inherently difficult nature of patrolling each child with 8 events staff and volunteer marshals per block. Safety issues around the parade were broached during recent event safety discussions with event, recreation, fire and police staff so it seemed prudent to bring these concerns to Council. Over 5 years ago, there was a proposal to line the parade route with barricades, and this proposal was rejected due to concerns about impact of barricades on the feel and atmosphere of the parade.

Potential Approaches: In order to better control the ingress and egress during the **Colorado BBQ Challenge**, staff has identified that increasing security staff from 7 to 24 staff over the 6 block event site on June 15 and 16 would allow for better coverage at side streets and both main entrances. In 2017, BBQ security was hired at a cost of \$4,662 and with the addition of staff in 2018, the cost would be \$14,884 for security personnel and \$420 for radios for security personnel. In recent event safety discussions, staff identified increased security as a benefit that provides more trained personnel focused on ["see something, say something"](#) event safety protocol. Events have been targets for violence with greater frequency and increased security could have multiple benefits, including patrolling for dogs and outside alcohol and providing more safety awareness during this event. Additional safety improvements will likely include:

- Logoed barricades at event entrances and side streets
- Better communication between all staff including event, security, police, fire and transit through the use of common radios
- Better orientation and materials for security staff with the direction of Frisco PD

The July 4th parade is currently marshaled/patrolled by local non-profits at a cost of \$3,008 in 2017. The idea of fencing the parade route has been broached by first responders and would be at a cost of \$4,500-\$5,000 replacing volunteer non-profit marshals. The event budget could absorb this additional cost. Additional safety improvements will likely include:

- Logoed barricades at event entrances and side streets
- Better communication between all staff including event, security, police, fire and transit through the use of common radios
- Better orientation and materials for security staff with the direction of Frisco PD
- Additional lighting post fireworks at the Marina
- Large vehicle used to barricade the Marina/Summit Boulevard entrance during the fireworks

Council Direction: Colorado BBQ Challenge- additional security and radios would cost \$15,304 and \$10,642 of this has not been budgeted in 2018. Would Town Council like to move forward with increased security personnel and the corresponding out of budget allocation?
Would Town Council like to fence the July 4th parade route?



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: MARKETING AND SPECIAL EVENTS DEPARTMENT
DATE: MARCH 13, 2018

Public Relations: Frisco continues to have strong winter media coverage.

- Shape Magazine posted a story titled, “Valentine’s Day Getaways Active Couples Will Love,” and Frisco is the top destination featured. Frisco’s PR company worked with the writer to provide info for the story. Shape Magazine is designed as the essential site for today’s contemporary active women interested in maintaining a healthy lifestyle. The website gets more than 3.5 million unique monthly visitors.
- USA TODAY 10Best Readers’ Choice contest has listed Outer Range Brewing Co. as one of the 20 best new breweries founded in the past 2 years with only one other Colorado brewery is on this list. Voting is through March 19th and Outer Range was in 3rd place as of March 6, 2018.
- The Denver Post’s story on mountain adventures for night owls, titled “Winter Adventures After Dark,” ran in the February 18, 2018 Sunday print edition of the paper, and, additionally, it was also featured online. The Denver Post has a daily readership of 556,000. Their lifestyle website, The Know, reaches 604,020 unique monthly visitors.
- The following Denver stations aired the b-roll video we provided from Mardi Gras 4Paws:
 - February 10, 2018 Denver 7 News
 - February 11, 2018 FOX31 Denver News at 10 p.m.
 - February 11, 2018 FOX31 Denver News at 5:30 p.m.
 - February 12, 2018 FOX31 Morning News at 8 a.m.
 - February 12, 2018 Good Day Colorado FOX31
- Channel 4 Denver and Denver 7 News aired the b-roll video we provided from Snowshoe for the Cure.

Special Events: Frisco hosted the **5th Annual Mardi Gras 4Paws** dog parade/street party on February 10 with 49 canine participants. It was a snowy and cold day, but the participation was the same as last year with a lively block party on 2nd Avenue. This February event is a great partnership with League for Animals and People of the Summit (L.A.P.S.) raising money for their organization and providing animation on Main Street without closing Main Street (parade is on the sidewalks).



Photos by Matt Lit

On Saturday, March 3, Frisco hosted the **Susan G. Komen Colorado Snowshoe for the Cure** at the Frisco Nordic Center. With over 1,000 participants, the event was larger than last year and coincided with a beautiful bluebird day. The Town of Frisco once again hosted the registration party at the Frisco Community and Senior Center on Friday night with local businesses in attendance.

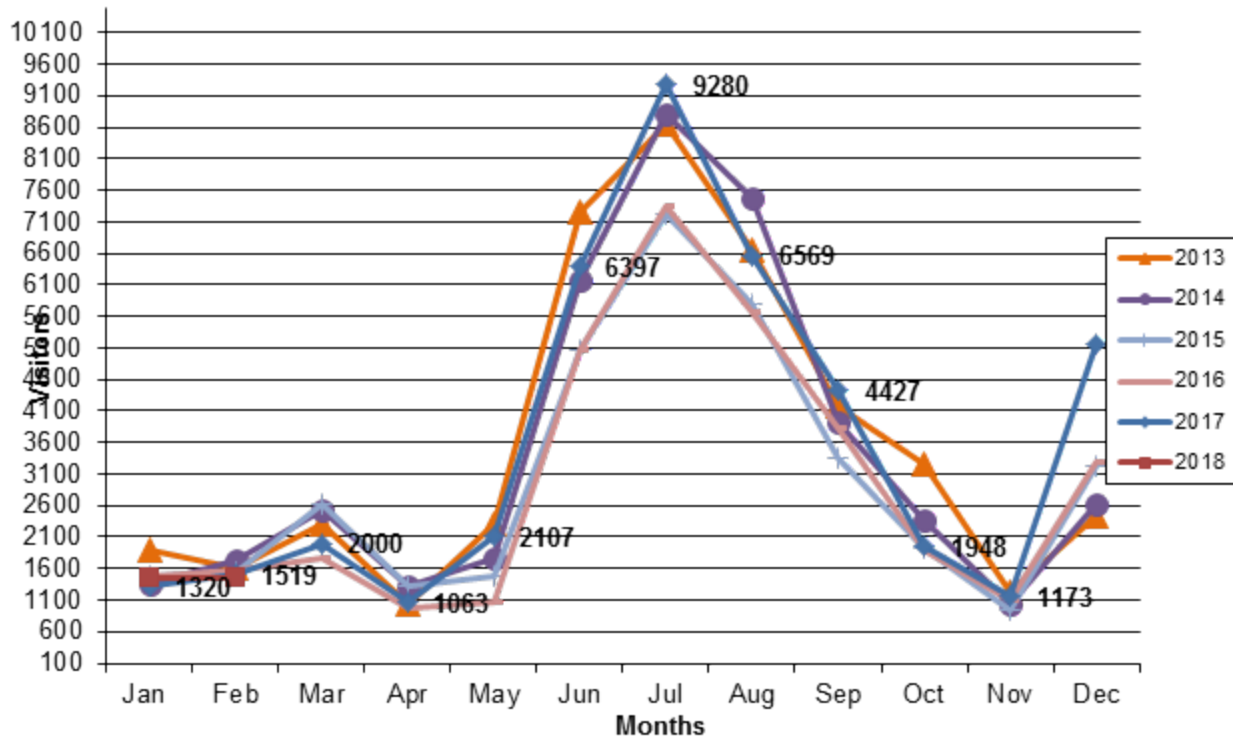


Town of Frisco team

Frisco/Copper Visitor Information Center: Visitor numbers for February 2018:

- The Information Center saw 1,464 visitors in February 2018 (1,519 in February 2017).
- The Information Center answered 283 phone calls in February 2018 (299 in February 2017).
- Public computer use- 42 in February 2018 (31 in February 2017)
- New to the monthly reports starting in January 2018, the Information Center is tracking restroom usage.
- Men’s restroom usage: 1618 users from February 1-28.
- Women’s restroom usage: 1649 users from February 1-28.
- Guest comments: “Nice Nordic skiing”, “Refreshing!”, “Great materials & helpful staff,” “Love this town!”
- Staff partnered with Public Works to improve directional signage to the Information Center by adding a sign with mileage and the information ‘I’ near the Kayak Park on West Main Street.
- Tasha Wilson organized our 2nd quarterly lodging providers meeting, and we had representatives from Baymont Inn and Suites, Frisco Inn on Galena, Alpine Inn, Ramada and Holiday Inn. We discussed a new lodging widget for TownofFrisco.com, the redesign of the Town of Frisco website in 2019 and a summer event preview.

Walk in Visitors 2013-2018



Report Criteria:

Business.License status = "Active"
 Business.Year opened = "February 2018"
 Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Anne Modler	Modler, Anne	300-4 Streamside Lane	Frisco	720-987-3283	Vacation Rentals
In	CL McGinty Realty	McGinty, Carrie and Chuck	200 Granite Street #211	Frisco	719-684-5225	Realty
In	Greg Schwab	Schwab, Greg	605 Little Chief Way	Frisco	303-220-0183	Vacation Rentals
In	Inger Hudson	Hudson, Inger	108 Pitkin Street	Frisco	303-408-3590	Vacation Rentals
In	KAPCOM	Kline, Eric	670 South 7th Avenue #319	Frisco	720-442-1348	Vacation Rentals
In	Mountain Management of Brecke	Hlaf, Robert	218 Pitkin #9	Frisco	303-220-0183	Vacation Rentals
In	Summit View Management	Anderson, Scott	1101 9000 Divide 207	Frisco	303-220-0183	Vacation Rentals
Out	*BraveHoods	Yacht, Allison	613 Rider Ridge Drive	Longmont	720-329-7500	None
Out	Alpha Insulation & Waterproofing	Henson, Pamela	5945 Broadway Street Suite C	Denver	614-221-3241	Retail - HomeImprove
Out	AT Sunset Construction	Salcido, Carolos	550 Adams Avenue	Silverthorne	970-485-9727	Retail - HomeImprove
Out	Bradshaw Flooring of Utah	Bradshaw, Brian and Bruce	565 25 Road A-104	Grand Junction	970-812-7570	Retail - HomeImprove
Out	Branson Auto Glass Specialies	Branson Auto Glass Specialities	41184 US Highway 6 & 24 Suite 2	Avon	970-471-0338	Retail - Automotive
Out	Brazos Contractors and Develop	Cranshaw Jr, Robert H.	9191 Gulf Freeway Bldg D Ste 40	Houston	713-947-9700	Retail - HomeImprove
Out	Clear It Out Contracting	Smith, Leonard	6001 South Valdai Way	Aurora	720-375-3835	Retail - HomeImprove
Out	Comcast OTR 1	Comcast	1701 John F Kennedy Blvd Floor	Philadelphia	215-286-7940	Utility
Out	Elements Heating & Cooling	Rendon, Edgar	6202 East 133rd Avenue	Thornton	303-591-4418	Retail - HomeImprove
Out	Galls	Galls	1340 Russell Cave Road	Lexington	859-266-7227	Retail - General
Out	Hanesbrand Inc	Hanesbrands	100 East Hanes Mill Road	Winston-Salem	336-519-8080	Retail - Clothing
Out	Major Heating & Air Conditioning	Major, Jack E.	6285 West 48th Avenue	Wheat Ridge	303-424-1622	Retail - HomeImprove
Out	National Construction Rentals Inc	National Construction Rentals	6669 Colorado Boulevard	Commerce City	818-221-6057	Retail - HomeImprove
Out	North West Customs	Dunbar, Rebekah	23045 Schussmark Trail	Oak Creek	970-620-3546	Retail - HomeImprove
Out	Outdoor Voices	Haney, Tyler	625 East Hyman Avenue	Aspen	203-913-2774	Retail - Clothing
Out	Personnel Safety Enterprises	Jacobs, Robert	3716 North Eagle Mountain Drive	Flagstaff	928-526-3130	Retail - HomeImprove
Out	Preferred Pump & Equipment	Lyne, Randall	2201 Scott Avenue	Fort Worth	817-413-2662	Retail - HomeImprove
Out	RTO National	RTO National	104 Mauldin Road STE C	Greenville	864-326-4091	Retail - HomeImprove



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER / RECREATION & CULTURE DIRECTOR
CC: RANDY READY, TOWN MANAGER
SIMONE BELZ, MUSEUM MANAGER
TOM HOGEMAN, MARINA GENERAL MANAGER
KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK
LINSEY JOYCE, PROGRAMS MANAGER
RE: RECREATION & CULTURE DEPARTMENT REPORT – JANUARY 2018
DATE: MARCH 13, 2018

Overview: This Department report highlights operations, programs and events for the month of January.

- January continued to be a busy month for the Recreation and Culture Department as a whole.
 - The tubing hill averaged 768 people/day for the month of January, with a total of 17,667 tubing hill participants. The tubing hill remained closed on Tuesdays and Wednesdays from January 9th through the end of the month due to staffing shortages and resource management. Despite being closed two days/week, tubing hill participation was still up 11% compared to January 2017 numbers.
 - The Nordic Center's lessons and clinics did exceptionally well but season pass holder visits and daily ticket sales were down. The lack of snowfall makes it exceptionally challenging to open new terrain and keep existing terrain open at this time.
 - January visitor attendance to the museum and historic park totaled 1,940 people (compared to 1,115 in 2017), with an average of 75 people/day.
- The Department remains busy with many projects in 2018 and many planning efforts happening at this time, including:
 - Marina Master Plan with Logan Simpson. Stakeholder and advisory committee meetings occurred in December. A follow-up stakeholder meeting, design charrette and

the initial “Community Conversation” will take place February 7-8, with follow-up coming to Council in early March.

- Work also continues at this time with Matthew Stais Architects and the redesign of the Lund House area, including bathroom and office spaces. A CM/GC has been brought on board to assist with costs, design, and additional logistics. Council will be asked for input into the office/bathroom site location at the March 13th meeting. The goal is to start this project after Labor Day weekend.
- Planning efforts continue for the work at the PRA this summer season. An owner’s representative has been brought on board to assist with the coordination, budgeting and scheduling of all the different aspects including:
 - Skatepark redesign and build with Evergreen Skateparks
 - Bathroom expansion off the Day Lodge
 - Basketball court/sport court installation
 - Climbing boulder installation
 - Engineering, surveying and landscaping
 - Work at the PRA will start at the end of May and will continue into the early fall season.
 - PRA master development planning efforts for trails continues at this time. IMBA and Nordic experts will be working together to prepare a master development plan that can be reviewed and approved by the USFS for trail improvements on USFS land at the PRA. The plan will address both summer and winter usage/design of the trails, and will include community outreach efforts throughout the spring months.
 - Staff continues to work with the managers throughout the County on a shared fieldhouse feasibility study. This RFP will be released in early March.
 - Planning efforts continue at this time for all summer programs, events, camps, etc.

This report below details each of the different divisions (Adventure Park, Marina, Historic Park and Museum, Recreation Programs and Events) within the Department. Attendance numbers and financials are presented for January.

Adventure Park: For the purpose of this report, the Adventure Park consists of all aspects of the Peninsula Recreation Area (PRA) including the tubing hill, ski and ride hill, facility reservations, concessionaire operations and the Nordic Center. Finances are broken down into 1160 accounts (tubing hill, ski and ride hill, Day Lodge) and 1170 accounts (Nordic Center).

Tubing: January highlights for the **tubing hill/ski and ride hill** included the following:

- Participation averaged 768 people/day for the month of January, with a total of 17,667 tubing hill participants. The tubing hill remained closed on Tuesdays and Wednesdays from January 9th through the end of the month due to staffing shortages and resource management. Despite being closed two days/week, tubing hill participation was still up 11% compared to January 2017 numbers.
- This has been an exceptionally low snow year and as a result, the ski and ride hill did not open in early January as originally scheduled. The hill did open in late January and remains open at this time. In years past, staff has opened the ski and ride hill in January and has coordinated beginner ski and snowboard lessons with Copper Mountain. Due to the lack of terrain and limited staffing resources from Copper, staff (TOF and Copper) opted to not offer these lessons this winter season.
- The Day Lodge was rented for two holiday parties in January and the following events:
 - 1/10: Open Snow Talk With Joel Gratz
 - 1/20: Remax/Barr Holiday Party
 - 1/26: Kid's Night Out
 - 1/27: Barkley's ballroom Snowstalk Event
 - 1/30 Fat Bike Meet Up
- Operational updates included the following:
 - **Snowmaking:** Continued to make snow for the Nordic operation and ski hill; moved to nights only for snowmaking. Ended snowmaking at the end of the month. PW completed hauling for additional Nordic trails, opened in time for trail closure due to well house construction
 - **Equipment:** Bison - Blade cylinder and mount were warrantied, will be fixed by Prinoth in February. Husky - Service completed. Lift - Unannounced inspection at the end of the month, correction included amendment to lift manual and some additional training for lift operators

- **Hiring:** Closed tubing hill attendant position at the end of the month; Working on seven day a week schedule for Spring Break
- Revenues are tracking well at this time and nearly 11% ahead of 2017 figures. Expenses are also tracking well and comparable to 2017 numbers.

Table 1: Frisco Adventure Park Figures

	January 2018	January 2017	January 2016
# of Operational Days	23	31	31
Tubing Hill Participation	17,667	15,819	18,694
Average # of Tubing Hill Participants/Day	768	510	603
Ski & Ride Hill Participation	2	166	155
Copper Mountain Lessons	n/a	80	118

January budget/financial numbers

	January 2018	January 2017	January 2016
Revenue – 1160	\$458,478	\$413,210	\$435,651
Expenses – 1160	\$152,853	\$151,199	\$106,021

	YTD Actual 2018	Budget 2018	YTD Actual 2017	YTD Actual 2016
Revenue – 1160	\$458,478	\$1,782,500	\$413,210	\$435,651
Expenses – 1160	\$152,853	\$1,263,944	\$151,199	\$106,021

Nordic: January highlights for the **Frisco Nordic Center** included the following:

- January was a challenging month for the Frisco Nordic Center:
 - Lack of snowfall made opening new terrain difficult
 - Warm temperatures made keeping existing terrain open and in good, skiable condition challenging
 - Jim Galanes, Nordic Manager, resigned on January 18th
- Despite these challenges, staff continues to shine and succeed. Both Katie Barton and Linsey Joyce have stepped into more hands-on leadership roles at the Nordic Center, taking on scheduling, budgeting, programming and grooming responsibilities. Malin Bengtsson continues to lead the lessons, clinics and events with true professionalism. Bernie Frey leads the guest service team in daily cash handling responsibilities and customer interactions. Lesson and clinic participation numbers are strong and comparable to last season’s numbers.
 - Both season pass holder visits and day pass visit numbers are down compared to last season. Much of this can be attributed to the lack of snowfall and limited terrain. Staff is also currently collecting feedback from season pass holders and Masters skiers to review and analyze the current operating model, with the goal of tweaking this model with the help

of a new manager in March/April. The position will be posted in March and is a full time, year-round Nordic and Trails Manager position.

- Season pass holder visits were down 14% from January of 2017
- Day pass visits were down significantly.
- The Center itself continues to be exceptionally busy after school with the Summit Nordic Ski Club, SHS, SMS and Little Vikings all congregating for after school ski programs.
- Staff successfully hosted two Frisco Citizen Cup Races in January:
- January 10th and 24th. There was a 47% increase in participation in these races compared to 2017 numbers. It was great to have some of the SMS kids participate in the races!
- Staff added a “Community Skis” program to the mix this season, which is an opportunity for season pass holders to come out and ski with an instructor for free. This is a fun hour on the snow with other skiers with the goal of gaining a few tips from the instructors. These sessions have been extremely popular and very successful.
- Staff has been working with local community members on a Nordic speaker series at the Nordic Center. The first event took place on January 11th with Gale Bernhardt with a great turnout of about 30 community members.
- Revenues are lower at this time due to the significant drop in day pass visitors. Staff is optimistic that these numbers will increase with the holiday weekends and spring break activities. Expenses are tracking well.

Table 2: Frisco Nordic Center Figures

	January 2018	January 2017
Season Pass Holders	884	1,028
Day Pass Visits	715	2,085
Other Guest Visits	5	0
Team/Club	553	410
Lessons/Clinics	285	310
Programs/Events	99	53
Little Vikings	170	224
Total	2,711	4,111

	January 2018	January 2017
Revenue – 1150	\$48,805	\$80,833
Expenses – 1150	\$33,739	\$32,900

	YTD Actual 2018	Budget 2018	YTD Actual 2017
Revenue – 1150	\$48,805	\$343,000	\$80,833
Expenses – 1150	\$33,739	\$364,136	\$32,900

Marina: January highlights for the Marina included the following:

- Two major Marina projects are ongoing at this time:
 - Marina Master Plan
 - Office and Bathhouse Project (Lund House Redesign). Staff attended the mandatory site walk, reviewed, and interviewed General Contractors for the Office and Bath house project.
- Fee changes went before Council, with Council’s approval, and implementation began for 2018. Discounts were also updated for Town of Frisco residents.
- Billed out \$295,000 for Slips and Rack fees that are due by February 26th.
- Received 22 canoes and kayaks for the upcoming season.
- The building/welding of canoe and kayak racks took up a large part of the month. Thanks to Casey, Jenn and the PW team for all their help!
- Revenues and expenses are both tracking well at this time and comparable to January 2017 figures.

Table 3: Frisco Marina Figures

	January 2018	January 2017	January 2016
Revenue – 9000	\$68,591	\$74,309	\$344 [^]
Expenses – 9000	\$34,118	\$24,732	\$27,298

[^] Due to the new recreation software install, invoicing was not completed in January.

	YTD Actual 2018	Budget 2018	YTD Actual 2017	YTD Actual 2016
Revenue – 9000	\$68,591	\$1,368,500	\$74,309	\$344 [^]
Expenses – 9000	\$34,118	\$3,216,370	\$24,732	\$27,298

[^] Due to the new recreation software install, invoicing was not completed in January.

Historic Park and Museum: January highlights for the Historic Park and Museum included the following:

- January visitor attendance totaled 1,940 people (compared to 1,115 in 2017), with an average of 75 people/day. This number is ~74% higher compared to January 2017 visitation numbers. As always, please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.
- Museum programs offered in January included the following:
 - Hosted one senior group of 13 people

- Ongoing Museum projects include the following:
 - Coordinating marketing efforts for 2018 museum programs & events.
 - Planning and production of 2018 Founder’s Day.
 - Master planning efforts, pending future approval.
 - Planning and production on 2018 Exhibit Projects.
 - Revising museum collection management plan for AAM recertification in 2018.
 - Registered for 2018 AAM annual conference.
 - Producing Spanish language version of museum brochure and interpretive building/exhibit guides.
 - Joined the Town of Silverthorne Art Committee.
 - Installed Art Forum History Exhibit in County Commons Library.
- Revenues are doing well at this time and ahead of January 2017 and 2016 figures; expenses are also tracking well.

Table 4: Frisco Historic Park and Museum Figures

	January 2018	January 2017	January 2016
Attendance	1,940	1,115	1,260

	January 2018	January 2017	January 2016
Revenue – 1125	\$1,873	\$757	\$758
Expenses – 1125	\$15,722	\$23,644	\$12,740

	YTD Actual 2018	Budget 2018	YTD Actual 2017	YTD Actual 2016
Revenue – 1125	\$1,873	\$16,500	\$757	\$758
Expenses – 1125	\$15,722	\$336,723	\$23,644	\$12,740

Recreation Programs and Special Events: January highlights for Recreation Programs and Special Events included the following:

- January Winter Fun Club ran for five days in January and saw a total of 118 kids in the camp, for an average of 23 kids/day. Comparisons to 2017 are higher due to additional days of camp in 2018. In January 2017, a total of three days of camp were offered.
- The Little Vikings after school Nordic program started up in January and has been a huge success with 34 kids in the program. The program runs two days/week. Staff meet and transport kids from Frisco Elementary School to the Frisco Nordic Center. Once at the Center, the Summit Nordic Ski Club provides equipment assistance and on-snow instruction. The program continues to be a great collaboration between the Town of Frisco and Summit

Nordic Ski Club! Participation numbers for the program are included in the Nordic numbers above.

- Staff has been working on summer camp dates, scheduling activities and field trips. Summer registration will open on April 4, 2018, at 8am. Staff is currently working on a Frisco-First registration process that will be implemented and communicated to parents in time for the April 4th registration date.
- Staff has also been working on events such as Gold Rush, Eat Ski and Be Merry with Summit Nordic Ski Club, Frisco Freeze Fat Bike Race, Frisco Brewski, and summer events.
- Revenues and expenses are both tracking well at this time.

Table 5: Recreation Programs and Special Event Figures

	January 2018	January 2017	January 2016
Winter Fun Club	118	66	22
Kids Night Out	35	31	26
Dog Classes/Skijoring	7	n/a	5
Gold Rush	February 3, 2018	February 11, 2017	587
Frisco Brewski (inaugural)	March 10, 2018	March 11, 2017	126
SkiMo Clinic	n/a	n/a	11
Total Participation	160	97	777

	January 2018	January 2017	January 2016
Revenue – 1150	\$7,051	\$5,822	\$11,553
Expenses – 1150	\$16,606	\$14,611	\$13,923

	YTD Actual 2018	Budget 2018	YTD Actual 2017	YTD Actual 2016
Revenue – 1150	\$7,051	\$276,000	\$5,822	\$11,553
Expenses – 1150	\$16,606	\$368,028	\$14,611	\$13,923

Upcoming Programs, Events and Specials: Upcoming programs, events and specials within the Frisco Recreation and Culture Department include the following:

Ongoing

- February 7-March 28: Winter Lecture Series (FHPM)
- February 19-March 26: Bubble Gum Race Series (Adventure Park)

March

- March 10: Brewski
- March 24: Women of Bill's Ranch Tour

April

- April 1: Easter
- April 4: Summer Program Registration
- April 16-20: Summit School District Spring Break

May

- May 19: Town Cleanup Day

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
FEBRUARY 27, 2018**

Mayor Wilkinson called the meeting to order at 7:00 p.m. Town Clerk Deborah Wohlmuth called the roll.

Present: Jessica Burley
Rick Ihnken
Dan Kibbie
Hunter Mortensen
Deborah Shaner
Gary Wilkinson

Absent: Kim Cancelosi

Public Comment:

Basecamp Developer David O'Neil introduced prospective tenants, Chris Renner/Pinnacle, Terry Barbeax/Pure Kitchen, Kelly Adair/Steadman.

Council Comment:

There was no Council comment.

Consent Agenda:

Minutes February 6, 2018 Meeting
Minutes February 13, 2018 Meeting
Purchasing Cards
Warrant List
Resolution 18-07, Authorizing Purchase of Belos Sidewalk Machine

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:

BURLEY	YEA	IHNKEN	YEA
CANCELOSI	ABSENT	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

New Business:

Agenda Item #1: Resolution 18-06, a Resolution Adopting the Town of Frisco 2018 Three Mile Plan
STAFF: JOYCE ALLGAIER 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Community Development Director Joyce Allgaier stated that staff initiated an update of the town's current Three Mile Plan, (2009 version) pursuant to the statutory requirements for a community to adopt a Three Mile Plan. Revisions include "global" changes needed throughout the document, such

as name changes, for consistency in each geographic area, format, alphabetical order of areas, and description of USFS management; factual changes, such as an update of building construction numbers; correction of utility/district service areas, and policy changes, such as requirements for infrastructure and utility upgrades in conjunction with annexation, land uses for future development. There were no significant departures of policy from the 2009 Three Mile Plan. References were made to the County Commons Master Plan, The Lake Hill Master Plan, confirmation of the importance of the Kids Pond/Ski Jump area as a recreation portal and wildlife habitat/buffer, and confirmation of North Ten Mile as a recreation area, undesirable for conversion to commercial uses. Mayor Wilkinson opened the public hearing at 7:25 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:26 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE RESOLUTION NO. 18-06 ADOPTING THE 2018 THREE MILE PLAN OF THE TOWN OF FRISCO. SECOND, COUNCIL MEMBER SHANER. VOTE:

BURLEY	YEA	IHNKEN	YEA
CANCELOSI	ABSENT	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

Agenda Item #2: First Reading Ordinance 18-03, an Ordinance Amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Concerning Zoning, by Amending Article 2 Thereof, at Table 2-1, Concerning a Summary of Development Review Procedures, and at Table 2-3, Concerning Administrative Adjustments on the Number of Required Parking Spaces, and by Amending Subsections 180-2.3.4.F, Concerning the Simultaneous Processing of Certain Zoning and Development Applications, 180-2.5.2.D.3, Concerning the Timing of Major Site Plan Applications After Sketch Plan Review, and 180-4.2.4.A.1 Concerning Criterion for Designation Under the Historic Overlay District, and by Amending Article 6 of Chapter 180, at Table 6-K, Concerning Bulk Plane Standards STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Community Development Director Bill Gibson state that this ordinance amends specific elements of the Unified Development Code (UDC) including: clarifying that pre-application conferences are required for rezonings and variances; clarifying the procedures for the simultaneous processing of a Historic Overlay (HO) District rezoning application and site plan review applications; Amending the expiration of sketch plan reviews; Repealing allowances for administrative adjustments to the amount of required parking; clarifying the review criteria of the Historic Overlay (HO) District; repealing the side property line bulk plane requirement for properties on Main Street; amending the side bulk plane starting point to correspond to the side setback standards in the Mixed Use Zoning District; and repealing a bulk plane height limit provision related to a previously repealed building height limit incentive. Mayor Wilkinson opened the public hearing at 7:36 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:37 p.m.

MOTION: COUNCIL MEMBER SHANER MOVED TO APPROVE ON FIRST READING ORDINANCE 18-03 SUBJECT TO THE RECOMMENDED FINDINGS SET FORTH IN THE STAFF MEMORANDUM TO TOWN COUNCIL DATED FEBRUARY 27, 2018. SECOND, COUNCIL MEMBER BURLEY. VOTE:

BURLEY	YEA	IHNKEN	YEA
CANCELOSI	ABSENT	KIBBIE	YEA

**MORTENSEN
WILKINSON**

**YEA
YEA**

**SHANER
MOTION CARRIED.**

YEA

There being no further business, the meeting adjourned at 7:38 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: RANDY READY, TOWN MANAGER
TYLER LUNDSGAARD, NV5
RE: MARY RUTH PLACE GUARANTEED MAXIMUM PRICE CONSTRUCTION
AGREEMENT
DATE: MARCH 13, 2018

Summary: During the February 13 work session staff updated council on the Mary Ruth Place housing project. As you know, since December we have been working with Summit Homes as our pre-construction services contractor as well as the architect, project engineers, our owner's representative from NV5, and staff in a thorough review and of the site plan, selection of materials and building systems, constructability, considerations of labor and material availability, construction schedule, and evaluation of alternative designs and/or materials to Value Engineer this project and determine opportunities for cost savings. The Preconstruction Services phase of this approach has resulted in a revised project schedule, revised cost estimates, a more definitive list of subcontractors and suppliers, complete construction drawings and specifications, and ultimately a Guaranteed Maximum Price (GMP) that includes the revised estimated Cost of the Work and the Contractor's fees and overhead.

Summit Homes received near-final updated bid pricing from the various sub-contractors that was presented at the February 13 work session.

As you recall, the construction budget for this project was adjusted based on a March 27, 2017 budget estimate prepared by a local general contractor based on 30% design drawings. Since that time the project has proceeded through the design development and land use approval process.

When we put the project out to bid in September, we opened one bid for Mary Ruth Place construction. The bid for construction came in at \$2.1m. Staff recommended and Council agreed at that time to reject the bid and to take advantage of the winter months to do the pre-construction project review and value engineering that we have been engaged in.

During the February 13 work session Council provided overall direction on the project as follows:

- Direction to proceed with the revised project budget and schedule.

- Direction to proceed with a project finish upgrade to install under-cabinet lighting.
- Direction to proceed with designating all nine of the Mary Ruth Place housing units as rentals (four new units to Town employees and four new units to be made available to Frisco-area workforce members or employers).

Based on this information and direction, staff adjusted the budget and continued to work with Summit Homes, Tom Connolly as project architect, and owner's representative NV5 to complete the remaining value engineering work and to present the Guaranteed Maximum Price (GMP) contract attached for the eight new units and the refurbishment of the Mary Ruth House.

Final drawing revisions and a final review of pricing with subcontractors have been completed since February 13. At this time, the final GMP construction contract is prepared for Council approval.

Final pricing came in at just over \$1.9 million for the new eight units and the allowance set forth for the work on the Mary Ruth house has been established at \$45,000. This brings the total project construction cost in at \$1.96 million. This number is in line with current market pricing and has been reviewed and validated.

Staff and NV5 are recommending approval of this final GMP amendment to the existing pre-construction contract with Summit Homes so that construction can begin in April.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 18-08**

A RESOLUTION AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THAT CERTAIN AGREEMENT WITH SUMMIT HOMES CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE MARY RUTH PLACE WORKFORCE HOUSING PROJECT, IN AN AMOUNT NOT TO EXCEED \$1,914,629.

WHEREAS, the Town Council has determined that increasing the number of available workforce housing units is in the community's best interest; and

WHEREAS, pursuant to Chapter 9 of the Code of Ordinances of the Town of Frisco, Town staff has conducted a request for proposals process for the construction of the Mary Ruth Place workforce housing project in which three competitive proposals were obtained; and

WHEREAS, the Town Council has reviewed the staff reports concerning the pre-development planning and value engineering process and the establishment of a Guaranteed Maximum Price amount; and

WHEREAS, based upon that review, the Town Council has determined that it is in the best interests of the Town to enter into an agreement for construction of the Mary Ruth Place workforce housing project with Summit Homes Construction, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

The Mayor and Town Clerk are hereby authorized to execute the attached Construction Contract and Guaranteed Maximum Price Amendment for construction of the Mary Ruth Place workforce housing project with Summit Homes Construction, LLC, at a Guaranteed Maximum Price, as set forth therein, not to exceed \$1,914,629.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 13th DAY OF MARCH 2018.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



AIA® Document A133™ – 2009

Standard Form of Agreement 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

AGREEMENT made as of the Twenty-Ninth day of December in the year Two-Thousand and Seventeen
(In words, indicate day, month and year.)

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

Town of Frisco
1 East Main Street
Frisco, CO 80443

and the Construction Manager:
(Name, legal status and address)

Summit Homes Construction, LLC
PO Box 6539
Dillon, CO 80435

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

Town of Frisco - Mary Ruth Place

The Architect:
(Name, legal status and address)

tc3 Architects
PO Box 4393
502 Main Street
Frisco, CO 80443

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

NV5
2650 18th St, Suite 202
Denver, CO 80211

The Construction Manager's Designated Representative:
(Name, address and other information)

Blake Shutler
Summit Homes Construction, LLC
PO Box 6539
Dillon, CO 80435

The Architect's Designated Representative:

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

Tom Connolly
tc3 Architects
PO Box 4393
502 Main Street
Frisco, CO 80443

The Owner and Construction Manager agree as follows.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's 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 and as is consistent with reasonable professional skill and care and the orderly progress of the Project. All such time periods and deadlines are of the essence. The Construction Manager warrants that the services shall be performed in a good and workmanlike manner and shall be suitable and fair for the purpose for which they are intended. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the

Init.

contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to 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.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 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 factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.2.1 During the Preconstruction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 2.1.3 Project Schedule When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include, at a minimum, the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; dates of Substantial Completion and Final Completion, and the occupancy requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§

2.1.3.1 The Project Preconstruction Schedule is attached hereto as Exhibit D and shall not be modified without prior authorization of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues. The Construction Manager shall make recommendations to the Owner and architect regarding the phased issuance of Drawings and Specifications so as to facilitate the proposal of a Guaranteed Maximum Price when all elements of the Drawings and Specification are at least ninety percent complete, unless mutually agreed otherwise by the Architect, Owner and the Construction Manager.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates, in a form acceptable to the Owner, of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect if estimates of the Cost of the Work exceed or are anticipated to exceed the latest approved Project budget and make recommendations for corrective action and/or cost reductions in writing, including but not limited to, substitution of materials or revisions or alteration to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality of scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to the Owner and are within the Owner's budget. It is however, understood that the Owner's budget may be insufficient, and the Construction Manager is not guaranteeing that the budget can be achieved, regardless of making changes or substitutions with the Design Documents and/or Specifications.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

The Construction Manager shall establish a process, to be reviewed and approved by the Owner, to qualify a list of local subcontractors provided by the Owner, Owner's Consultants, and Construction Manager and will use its commercially reasonable best efforts to provide those subcontractors opportunities to bid on Work associated with the Project. As working drawings and specifications are completed, Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods.

Construction Manager will analyze all bids and prepare; (1) a bid matrix and scoring method (2) written bid analysis, (3) review bids and bid analysis with the Owner and Architect, (4) select and recommend lowest, qualified bidder to the Owner, and (5) award subcontracts.

The subcontractor selected for an award will be the subcontractor whose bid, as presented in the response to the bidding documents, is the most advantageous to the Project. The Owner is not bound to accept the lowest priced bid if that proposal is not in the best interests of the Project as determined by the Owner.

§ 2.1.7 The Construction Manager shall prepare, for the 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 Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager shall use reasonable commercial care 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 the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

For any Work that is specified as design build systems by the Architect (e.g. Fire Sprinkler, Fire Alarm, etc...) the Construction Manager is required to ascertain that its subcontractors drawing and specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities through review processes established by those entities having jurisdiction over such items.

§ 2.1.9 Notices and Compliance with Laws

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

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. It is the intent that the Guaranteed Maximum Price in the proposal shall be established based on the Construction Documents and shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee, and the Construction Manager's fixed General Conditions. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, then the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect in good faith in an effort to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 2.2.1.1 Owner and Contractor agree that the Guaranteed Maximum Price may include an estimating contingency mutually agreed to in writing in advance base on the level of completion of the documents. This estimating contingency is for the Contractor's use during the Preconstruction phase to protect the Guaranteed Maximum Price from estimating errors and the market conditions at the time of subcontractor bidding.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Owner will be responsible for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- 1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, general conditions and the Construction Manager's Fee;
- 4 The anticipated date, mutually agreed to by the Owner and Construction Manager of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price.

- .6 The guaranteed Maximum Price proposal may not be based in any party on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum price basis.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its construction contingency, in an amount to be accepted and approved by the Owner, but not to exceed 10%. The construction contingency is for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

This contingency shall not be used to increase the agreed upon General Conditions without Owner approval.

- .1 The Construction Contingency portion of Exhibit "A" is a lump sum provided within the Guaranteed Maximum Price for the Contractor's use during the Construction Phase in protecting the Guaranteed Maximum Price from estimating the market conditions at the time of subcontractor bidding and errors and omissions from the 100% Construction Document pricing with prior authorization from the Owner.
- .2 Under no circumstances is the Construction Contingency to be used by the Owner for increases in the scope, quality or quantity of the Work;
- .3 Contractor's access to the Contractor's Contingency shall be approved in writing, via change order, on a per instance basis by the Owner's Representative as being in compliance with the above requirements, such approval not to be unreasonably withheld.

§ 2.2.5 The Construction Manager and selected subcontractors shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal or portions thereof applicable to subcontractors. 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 Guaranteed Maximum Price proposal, its basis, or both that are acceptable to Owner.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment, and incorporate the same into this Agreement as Exhibit A, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information, clarifications and inclusions and exclusions outlined in Section 2.2.3 upon which it is based.

§ 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 Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any taxes from which the Owner is exempt.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the later date of the following: TBD

1. Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or
2. The Owner's issuance of a Notice to Proceed, whichever occurs earlier or
3. The issuance of a construction building permit from the applicable jurisdictional authority or
4. Weather is suitable to begin construction.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. Notwithstanding the foregoing, Construction Manager represents that it has sufficient personnel with expertise to render services under this Contract for completion of the Project. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain at least three (3) "Qualified" bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner.

If Construction Manager is not able to obtain (3) "Qualified" bids, written request to provide less shall be requested of the Owner's Representative and approval shall not be reasonably withheld. A "Qualified" bid is a bid that meets the criteria established collectively by the Construction Manager and the Owner as outlined in Section 2.1.6 and can include a bid from the "related party" in accordance to Section 6.10.

The Owner shall then determine, with the advice of the Construction Manager and the Architect, which "Qualified" bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

The Construction Manager shall provide the Owner with a list of proposed subcontractors during the bidding process. The Owner shall have the right to disapprove at its discretion subcontractors proposed by the Construction Manager. If the Owner disapproves any Subcontractors, the Construction Manager shall obtain another Subcontractor bid so as not to have less than three (3) Subcontractors providing bids, unless approved by the Owner, for the respective portion of the Work.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established 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 require that a Change Order be issued to adjust the Contract Time and the 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.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus 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, to submit a proposal for any portion of the Work per Section 2.1.6, 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.

§ 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. During the Construction Phase, meetings shall be held weekly with the Owner and Architect or at a frequency mutually agreeable to the Owner and Construction Manager based on reasonably appropriate to the phase of Construction. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 In conjunction with the Guaranteed Maximum Price Amendment, 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 A201–2007. Upon Owner's acceptance, this approved schedule will replace the schedule previously incorporated into this Agreement and Exhibit D per section 2.1.3.1

§ 2.3.2.7 The Construction Manager 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 and other information required by the Owner. The Construction Manager shall also keep, and make available with reasonable promptness 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, including changes to the Work approved by Owner, and estimates for uncompleted tasks and proposed changes. The 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 A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information 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 Owner represents that prior to the execution of the Guaranteed Maximum Price Amendment, an amount of money equal to or in excess of the Guaranteed Maximum Price will be appropriated for all payments to be made to Construction Manager pursuant to the Agreement. Owner further represents that no change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated, will be approved or made by Owner unless Construction Manager is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement. The Owner shall provide written evidence of such appropriation prior to commencement of the Work and prior to execution of every change order that increases the GMP.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (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 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.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness.

Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precautions relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done directly associated with the negligence of the Contractor.

§ 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 shall furnish surveys as provided in Section 2.2.3 of AIA A201-2007.

§ 3.1.4.3 The Owner, when such services are 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, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, 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 have the express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The designated Owner's Representative shall not be changed prior to Final Completion unless documented in writing from the Owner to the Construction Manager.

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

§ 3.2.2 **Owner's Representative.** The Owner designates the Owner's Representative as noted in Section 3.2 as follows:
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§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities. Upon request, the Owner, at Owner's discretion, shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

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 as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:

(Paragraph Deleted)

The Owner shall pay the Construction Manager in accordance with work performed at an hourly rate of one-hundred dollars per hour (\$100/hr) not to exceed forty thousand dollars (\$40,000) for Preconstruction Phase services on a monthly basis. Construction Manager shall submit invoices for these services based upon the hours of Preconstruction Services completed. Invoices shall be received and processed per the requirement outlined in Article 7.1.3.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

5 % per annum

ARTICLE 5 COMPENSATION FOR 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. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee and General Conditions.

§ 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 Fee will be 7% of the total cost of the project.

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

Change Order

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

As agreed to in the Exhibit E - General Conditions

§ 5.1.4 Rental rates for Construction Manager-owned equipment are incorporated in this agreement as Exhibit C shall not exceed one hundred percent (100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any are outlined in Exhibit B.

(Paragraph Deleted)

(Table Deleted)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Paragraph Deleted)

All savings below the Guaranteed Maximum Price shall remain with the Construction Manager. No change in the Work or the materials or labor utilized in connection therewith shall be the basis for an addition to the Guaranteed Maximum Price or the Construction Manager's Fee and General Conditions unless and until same has been authorized by a Change Order executed and issued in accordance with the Contract Documents.

§ 5.2.2 The 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.

The Date of Substantial Completion shall be adjusted for a change in the Work unless the Construction manager demonstrates to the Owner's reasonable satisfaction, to the Owner's sole discretion, that the change in the work will affect the critical path of the Construction Manager's schedule outlined in Exhibit D.

§ 5.2.3 Construction Manager shall prepare a detailed cost breakdown of the Guaranteed Maximum Price and shall update this cost breakdown throughout the project subject to Owner's approval of any Change Orders. The Cost breakdown should be in the Standard Construction Specifications Institute ("CSI") MasterFormat.

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§ 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 AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work as provided in Section 5.2.2.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. 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.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily and actually incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior 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 All costs are subject to the Owner's prior approval and, the Construction Manager shall obtain this approval prior to incurring the cost except for costs outlined in Section 6.7.2 which do not require Owner's prior approval.

§ 6.1.3 Owner and Construction Manager agree that the wage, equipment, liability insurance and subcontractor default insurance rates attached as Exhibit C represent actual cost and are not subject to further review or adjustment by either party.

§ 6.2 Labor Costs

§ 6.2.1 Wages and hourly rates, per Exhibit C, of 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, excluding costs which were included in the fixed General Conditions.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site
and for Construction Manager's Project management and reasonable administrative support whether performed at the site or in the Construction Manager's offices with the Owner's prior approval, all at the fixed rates as provided in Exhibit "C" – Billable Rates, excluding such cost included in the fixed General Conditions.

§ 6.2.3 Wages and 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, excluding such costs included in the Fixed General Conditions.

§ 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, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3. Such expenses are assumed to be included in the rates published in Exhibit C and are not in addition to the same.

§ 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, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. The Construction Manager may provide a bid on any portion of the Work that the Construction Manager intends to perform. The Construction Manager's team performing such work may include its employees, material providers, and sub-subcontractors. If the Construction Manager is chosen to perform the work, then such work shall be performed for the Construction Manager's bid amount on the basis of a stipulated lump sum, and shall not be subject to the limitations of this Article 6 except as Construction Manager applies these limitations within their Subcontracts.

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

§ 6.4.1 Costs, including transportation and storage, of materials and equipment 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, at the Owner's 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, 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 market value.

A small tool cost amount may be included in Exhibit E – General Conditions, as mutually agreed upon between Owner and Construction Manager. With exception of amount noted for small tools in Exhibit E, Contractor will provide to the Project a full stock of most commonly used small tools (all tools worth less than \$500 each; drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the Project. Consumables such as drill bits, saw blades, powder actuated load, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the Project at a rate equal to or less than fair 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. Tool rent is only to be charged for the time the tool is reasonably required on the job site. Contractor tool rental is subject to Owner audit at any time. Rates and quantities of equipment rented shall be competitive and subject to the Owner's prior approval and shall be at or below rental rates consistent with those prevailing in the area. Provided, however, with respect to rental of Construction Manager's own equipment, such rental rates are published in Exhibit C and in no event shall the total of such rental charges exceed 80% of fair market value of the piece of equipment when first utilized on the job. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

Based upon the schedule of the work to be outlined in Exhibit D the Construction Manager shall provide the Owner a budget of forecasted rental equipment to include equipment type, expected duration used on the Project, and rental rate and other breakdown as requested by the Owner.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal, excluding such costs included in the fixed General Conditions.

§ 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, excluding such costs included in the fixed General Conditions.

§ 6.5.5 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, excluding such costs included in the fixed General Conditions.

§ 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.

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

Insurance costs shall include (a) the attributable portion of premiums for Construction Manager's General Liability insurance fixed at actual costs for this insurance to the Construction Managers Corporate Offices without overhead and profit; and (b) if required by the Owner, the attributable portion of premiums for Construction Manager to furnish labor, material and performance bond shall be at actual costs for this insurance to the Construction Manager Corporate Offices without overhead and profit, and (c) as required by corporate offices without overhead and profit. Insurance costs shall be included and set in the Exhibit A – Guaranteed Maximum Price Amendment.

§ 6.6.2 Unavoidable sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 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 AIA Document A201-2007 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 Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 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, directly related to the Work with the Owner's prior approval.

§ 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 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution

of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred 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, excluding such costs included in the fixed General Conditions. General Conditions shall be billed on a lump sum basis, with the exception of any Allowances that have been mutually agreed upon between Owner and Construction Manager.

§ 6.6.10 The Cost of Work shall include a fixed fee for "Div. 1 – General Conditions" as agreed to in Exhibit E – General Conditions. The General Conditions fee is based upon a construction duration that will be agreed upon in Exhibit D – Project Schedule and Exhibit E – General Conditions. And is subject of increase for a delay in the date of Substantial Completion per Section 5.2.2 providing that such delay was at no fault of the Construction Manager.

A General Conditions line item breakdown shall be detailed and line item priced in a format acceptable to the Owner. Upon acceptance the General Conditions detailed breakdown will be incorporated into the agreement at Exhibit E. The Construction Manager shall not shift the costs for General Conditions to Subcontractors by including such items in Subcontractors scope of work. Notwithstanding any other provisions to the contrary, the not-to-exceed value for General Conditions shall be deemed to cover the costs for all the items included within General Conditions, and the Owner shall not be charged or liable for any other compensation to the Construction Manager for General Conditions.

§ 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 AIA Document A201–2007.

§ 6.7.3 Construction Manager is allowed to use up to 50% of its Construction Contingency for costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that 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 recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 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 site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- 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 Costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed 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, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- 8 Costs for services incurred during the Preconstruction Phase;
- 9 Any costs beyond 50% of Contractor's Construction Contingency Costs of for repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or

suppliers, provided that such damaged or nonconforming Work was not a result of negligence or failure to fulfill a responsibility of the Owner.

.10 Costs of General Conditions in excess of those outlined in section 6.6.10 above

§ 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.

§ 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 ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, 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 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, 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.

Failure to provide such access within ten (10) days of request therefore shall constitute a material default hereunder. If Owner desires to retain an accountant and/or auditor that is not an employee of Owner to review the accounting records, then such accountant or auditor will be a certified public accounting firm licensed to practice in the state of Colorado.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect and Owner's Representative by the Construction Manager and Certificates for Payment issued by the Architect and Owner's Representative, 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. Unless otherwise agreed to by the Owner, each application for Payment shall be accompanied by partial waivers of lien by the Construction Manager and applicable subcontractors.

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

The Construction Manager shall, during the last week of each month meet with the Architect, Owner's Representative, and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft indicating the total estimated value of the Work completed through the end of the current calendar month including the value of all material and equipment suitable stored at the jobsite or other approved location. Such a draft shall set forth the dollar amounts of completion of each part of the Work, including a prorated share of the Construction Manager's Fee and General Conditions less applicable retentions. The approved draft will then be formalized into an Application for Payment and will be submitted to the Owner for processing.

During the course of construction, each Application for Payment shall be subject to retention of 5%. Subject to approval by the Owner the retention requirements may be modified where full or extended retention is not warranted. Retention will not be held on materials or material only suppliers.

The Construction Manager and all subcontractors shall submit applications for payment utilizing AIA G702 and G703 forms or similar acceptable to the Owner.

§ 7.1.3 Provided that an approvable Application for Payment is received by the Owner's Representative not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment shall be made by the Owner not later than twenty-five (25) days after the Owner's Representative receives the approvable Application for Payment.

(Paragraph Deleted)

§ 7.1.4 With each Application for Payment, the Construction Manager and Subcontractors shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, proof of payment to Subcontractors for amounts submitted under previous pay applications, 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 and General conditions, 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 in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, including the Construction Manager's Fee and General Conditions. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect, Owner and Owner's Representative may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. The schedule shall detail work in several phases as required by the Owner.

§ 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 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 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 AIA Document A201-2007;
- 2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the 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. The Construction Manager's Fee shall be computed upon the Cost of the Work, which includes the Construction Manager's General Conditions, 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 Add the Construction Manager's General Conditions. The Construction Manager's General Conditions shall be computed by dividing the lump sum by the project duration, in months, identified in the most recently accepted schedule in Exhibit "D", then multiplying the number of months that have passed since the date of commencement per Section 2.3.12;
 - 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 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 AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect and Owner's Representative 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 or Owner's Representative 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 or Owner's Representative has made exhaustive or continuous on-site inspections; or that the Architect or Owner's Representative 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. The Owner reserves the right to withhold payments at any time regardless of the Architect's recommendations, as provided for in the withholding of payment provisions of the AIA201 Section 9.5.1.

§ 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 AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- 3 the Construction Manager has provided the Owner with a final Certificate of Occupancy, to the extent the conditions required to obtain the final certificate of occupancy are the responsibility of the Construction Manager under the Contract Documents;
- 4 final conditional lien waivers have been issued by the Construction Manager
- 5 the Owner has met its notification for final settlement advertisement requirements defined in Section 7.2.45; and
- 6 a final Certificate for Payment has been issued by the Architect.

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, and all requirements in this Section have been met:

§7.2.2 The amount of the final payment shall be calculated as follows:

- .1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.
- .2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.
- .3 Add the Construction Manager's Fee.
- .4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.
- .5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.
- .6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.
- .7 Subtract all previous payments made by the Owner.
- .8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum

Price.

- .9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus interest as allowed by law.

§ 7.2.3 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven 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 a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect and Owner's Representative are not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.4 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.5 The Architect will not issue the final Certificate for Payment and final payment will not be made until the time of final settlement shall be established by the Owner and shall thereafter be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colo. Rev. Stat. §38-26-107. The Owner shall withhold from all payments to Construction Manager sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Construction Manager or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Construction Manager or the subcontractor, all in accordance with the provisions of Colo. Rev. Stat. §38-26-107.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager shall purchase and maintain the insurance required by this Article and set forth in Article 11 of AIA Document A201-2007. All insurance provided herein will name the Owner as an additional insured on the policy.

§ 8.1.1.2. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease — policy limit, and one million dollars (\$1,000,000) disease — each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

b. Commercial general liability insurance with minimum combined single Invite of at least six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations, except those associated directly with the existing Mary Ruth House. The policy shall include coverage for bodily injury,

property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

c. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project, sans the existing Mary Ruth House, for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

(All deductibles to be paid by Construction Manager and shall not be paid from GMP or Contractor's Contingency). The insurance provided must be primary to any insurance coverage carried by Owner.

§ 8.1.1.1 Prior to commencement of Work, the Construction Manager shall furnish and deliver to the Owner proof that the insurance described above shall be in force and effect for the duration of the Project, including all applicable warranties and inspections periods. Acceptance of a certificate with less than the required amounts and coverage shall not be deemed a waiver of the requirements in Article 8. All Certificates of Insurance relating to Broad Form General Liability, Automobile Liability and Excess Liability, shall list as additional project-specific insureds, Owner and the Owner's Designated Representative. Additional Insured Endorsements will be provided to Owner by Construction Manager's Insurance Company with other Certificates of Insurance.

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

§ 8.1.1.3 All insurance policies will contain the following entities named as additional insured for general liability (ongoing & completed operations) on a primary, noncontributory basis & automobile liability. Contractor shall execute a waiver of subrogation, which will apply to general liability, automobile & workers compensation claims and shall be evidenced by an endorsement to such policies delivered with the Certificate of Insurance:

All policies will name the following as additional insured: Town of Frisco

§ 8.1.1.4 All insurance shall include a provision prohibiting cancellation, termination or alteration (so as to affect the intent of this agreement) without thirty (30) days' prior notice by certified mail to the Owner. In the event of threatened cancellation for nonpayment or nonrenewal, the Owner may pay the same on behalf of the Construction

Manager, at the Owner's discretion, and deduct the same from any amount or payment due to the Construction Manager hereunder.

(Paragraph Deleted)

§ 8.1.1.5 Payments for services provided will be withheld from Construction Manager until acceptable Certificates of Insurance and Additional Insured Endorsements are received by Owner.

§ 8.1.2 No Work will be conducted on the Project site until satisfactory evidence has been submitted that the Construction Manager has insurance that complies with the specific insurance and indemnity requirements listed in the Contract Documents. Construction Manager is also responsible to verify that any Design/Build subcontractors (any subcontractor providing engineered drawings for review and approval), including but not limited to joist manufacturers, fire alarm subcontractors, fire sprinkler subcontractors, security subcontractors, landscape irrigation engineers, and precast concrete subcontractors, carry the following Professional Errors and Omissions Insurance: Professional Liability Insurance (Errors and Omissions), covering the services provided under this Agreement, including contractual liability insurance against the liability assumed in this Agreement, as is acceptable to and approved by the Owner. The costs and benefits of Professional Liability Insurance for design build subcontractors is to be reviewed with the project team at the design development phase of the project at which time it will be confirmed which Design/Build subcontractors will be required to carry Professional Liability Insurance. Such insurance shall have minimum policy limits of \$2,000,000 in the aggregate and \$2,000,000 per claim (All deductibles to be paid by Design/Build Subcontractor). The insurance provided must be primary to any insurance coverage carried by Owner.

§ 8.2 Construction Manager shall require that each Subcontractor procure and maintain, at its own cost and expense, during such Subcontractor's Project contract, the following insurance coverages:

§ 8.2.1 Prior to start of Subcontractor's Work, Subcontractor will procure for Subcontractor's Work and maintain in force Worker's Compensation Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Builder's Risk Insurance, if required, and all other insurance required of Contractor by the Contract Documents. This insurance shall include contractual liability insurance covering Subcontractor's indemnity obligations under the Subcontract. § 8.2.2 Subcontractor will obtain insurance with limits as specified below, or such higher limits if imposed by Owner or by the Prime Contract Documents.

(TYPE OF INSURANCE ALL LIMITS IN THOUSANDS)

Commercial General Liability

Premises/Operations General Aggregate (Per Project) \$2,000

Products/Completed Operations Products Comp/OPS Aggregate \$2,000

Contractual Personal & Advertising Injury \$1,000

Independent Contractors Each Occurrence/Combined \$1,000

Property Damage Single Limit (BI/PD)

Personal Injury

Explosion/Collapse/Underground (XCU)

Automobile Liability

Any Auto or All Owned Autos Bodily Injury (Per Person) \$1,000

Hired Autos Bodily Injury (Per Accident) \$1,000

Non-Owned Autos Property Damage \$1,000

or Combined Single Limit \$1,000

Workers' Compensation (Coverage A) Coverage A – Statutory

Employer's Liability (Coverage B) Coverage B – \$500 (Each Accident)

\$500 (Disease - Policy Limit)

\$500 (Disease - Each Employee)

Errors and Omissions (when any design or professional services of any type is supplied) Per Occurrence/Claim

\$1,000 Aggregate with 3 Year Tail if Claims Made \$1,000

§ 8.3 At such time as the Construction Manager may execute a Guaranteed Maximum Price Amendment, the Construction Manager shall provide the Owner with a performance bond and payment bond, each in the form

attached hereto as Exhibits "F" and "G," respectively, which shall (a) be executed by a corporate surety licensed to do business in Colorado, (b) be in the amount payable to the Construction Manager under the Guaranteed Maximum Price Amendment; and (c) be payable to the Town. If at any time prior to the completion of the Work covered by any such bond, the surety may be disqualified from doing business in Colorado, a new bond shall be provided by a surety authorized to do business in Colorado. The amount of each bond shall be increased or decreased, as appropriate, to reflect changes to the Contract Documents.

(Table Deleted)

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 A201-2007. 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 Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

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

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, 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.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than thirty (30) days' written notice to the Owner, for the reasons set forth in Section 14.1.1 and Section 15.1.3 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed 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 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:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

2. Add the Construction Manager's Fee computed upon the Cost of the Work 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 a reasonable estimate of the probable Cost of the Work upon its completion; 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 which 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 such 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 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.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, 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 agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the 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 AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 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 Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, 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.

§ 11.5 Other provisions:

§ 11.5.1 Confidential Information

§ 11.5.1.1 In connection with the performance of the Contract, the Construction Manager, including its officers, directors, employees and agents (collectively, the "Receiving Group"), will have access to certain information of a confidential nature related to the Project. The Owner makes such information available only on the terms of confidentiality set forth in this Article.

§ 11.5.1.2 All information furnished to any person in the Receiving Group concerning the Project shall be deemed "Confidential Information" for purposes of the Contract. Confidential Information shall include information furnished in written, oral or electronic form, as well as any information that may be derived from on-site visits to the Project.

§ 11.5.1.3 The Confidential Information shall not be used by any member of the Receiving Group in any way detrimental to the Owner, or in direct or indirect competition with the business activities of the Owner, and shall be used solely for the purpose of work on the Project.

§ 11.5.1.4 Each and every member of the Receiving Group shall keep the Confidential Information strictly confidential and shall not disclose or provide any of such information to any third party and shall take all necessary measures to prevent any such disclosure by the officers, directors, employees, agents, contractors, subcontractors or consultants of the members of the Receiving Group. Construction Manager shall require that its subcontractors agree to be bound by the provisions in this Article 16 in the subcontracts entered into between the Construction Manager and its subcontractors and that all subcontractors likewise include these Article 16 provisions in their sub-subcontracts with sub-subcontractors.

§ 11.5.1.5 No failure or delay by the Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

§ 11.5.1.6 It is understood and agreed that money damages would not be sufficient remedy for any breach of any term of the Article 16 by the Contractor or any other member of the Receiving Group and that the Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, but shall be in addition to all other legal and equitable remedies available to the Owner.

§ 11.5.2 Governmental Entity Provisions

§ 11.5.2.1 Appropriation of Funds. Anything in this Agreement to the contrary notwithstanding, the Owner represents that a full and lawful appropriation for the Project has been made and that the amount of money appropriated therefore is equal to or in excess of the Agreement Sum. No change order or other form of order of directive shall be issued by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Agreement, unless the Owner gives written assurance that a lawful appropriation to cover the costs of additional work have been named or unless such work is covered under a remedy granting provision of the Agreement. As used herein the term "remedy granting provision" means any agreement clause which permits additional compensation in the event that a specific contingency or event occurs.

§ 11.5.2.2 All work performed under this Agreement shall be subject to the requirements of any state or local codes having jurisdiction at the site of the Work, and shall meet or exceed the requirements regarding the Work set forth in any intergovernmental agreement now existing or subsequently entered into between Owner and any town or local

governmental entity. The Construction Manager shall be aware of the Owner's obligations under any such agreement and shall perform the Work so as to comply with such obligations. The Construction Manager shall also be aware of the provisions of sections 8-1-107(2)(d) and 22-32-124, C.R.S., which govern the jurisdiction of state and local authorities with respect to building standards and the application of local planning and zoning ordinances.

§ 11.5.2.3 The Owner is a public entity and the Project is a public works project within the intent and meaning of section 38-26-105, C.R.S. Accordingly, all payments properly due to the Construction Manager and all claims for amounts lawfully due from the Construction Manager and all rights to mechanic's liens to secure payment thereof arising on behalf of any person, co-partnership, association of person, company or corporation that has furnished or provided labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Construction Manager in the performance of the Work shall be subject to section 38-26-101, 105, 106, and 107, C.R.S.

§ 11.5.2.4 The Construction Manager shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status except when sex or age is a bona fide occupational qualification. The Construction Manager shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status. Such action shall include, but not be limited to, the following: employment, upgrade, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of the Equal Opportunity laws.

§ 11.5.2.5 The Construction Manager shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status.

§ 11.5.2.6 Immunity. The Owner retains all of its rights and immunities under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.

§ 11.5.3 Provisions Required by section 8-17.5-102, C.R.S.

§ 11.5.3.1 Construction Manager represents and warrants that, prior to executing this Agreement, it supplied the Owner with a certification meeting the requirements of section 8-17.5-102(1), C.R.S., a copy of which is appended hereto as Exhibit FC.

§ 11.5.3.2 During the term of this Agreement, Construction Manager shall not—

- .1 knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- .2 enter into a contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (b) fails to certify to Construction Manager that that subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§ 11.5.3.3 Construction Manager warrants and represents that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the Federal E-Verify Program or the Colorado Department of Labor and Employment Verification Program, or any future verification programs authorized by either the federal government or the Colorado Department of Labor.

§ 11.5.3.4 During the term of this Agreement, Construction Manager shall not use Program procedures to undertake pre-employment screening of job applicants.

§ 11.5.3.5 If Construction Manager obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Construction Manager shall:

- .1 Notify the subcontractor and the Owner within three days that it has such knowledge; and

- 2 Terminate the contract with such subcontractor if within three days of receiving the notice required pursuant to subparagraph .1 of this subsection 11.5.3.7, the subcontractor does not stop employing or contracting with the illegal alien; except that Construction Manager shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

§ 11.5.3.6 Construction Manager shall comply with all reasonable requests made by the Colorado Department of Labor and Employment in the course of any investigation undertaken pursuant to section 8-17.5-102(5), C.R.S.

§ 11.5.3.7 Any other provision in this Agreement to the contrary notwithstanding, in the event Construction Manager violates any provision set forth in this Section 11.5.3, the Owner may terminate this agreement for breach and hold Construction Manager liable for actual and consequential damages pursuant to section 8-17.5-102(3), C.R.S.

§ 11.5.4 Attorney's Fees: If either party to this Agreement engages legal counsel to enforce any terms or conditions of this Agreement, the initiation of any arbitration, legal proceedings or the defense thereof including any appeals, the prevailing party shall be entitled to prompt payment and reimbursement in full for all of its attorney's fees and costs.

§ 11.5.5 One hundred percent (100%) of the project/value engineering savings shall accrue to the Owner.

§ 11.5.6 The Owner has retained NV5, Inc. as the Owner's Representative. The Construction Manager shall fully cooperate with the Owner and the Owner's Representative.

§ 11.5.7 The Construction Manager shall:

1. Prepare and update a consolidated project schedule on a weekly basis until Substantial Completion and provide copies to the Owner, the Owner's Process Manager, and the Architect as soon as the schedule is prepared.
2. Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.
3. Support Owner in meeting requirements imposed upon the Owner for financing.
4. Conduct weekly construction meetings, until Substantial Completion, with all Subcontractors and any other necessary Project participants and include the Owner, Architect and Owner's Process Manager and develop and distribute minutes of all such meetings, and:
5. Participate in weekly Project meetings conducted by the Owner's Representative.

§ 11.5.8 Construction of Owner's Work will not interfere with Landlord or Landlord's tenants' or other owners' or occupants' activities in, or use or enjoyment of, the Building;

§ 11.5.9 Construction Manager will cooperate with other contractors in the buildings to ensure harmonious working relationships, including, without limitation, coordinating with other contractors in the buildings, trash removal and water and utility usage.

§ 11.5.10 Construction Manager will leave all Common Areas in a neat, clean, orderly and safe condition at the end of each day during construction of Owner's Work.

§ 11.5.11 Construction Manager will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

§ 11.5.12 The Construction Manager shall maintain an accurate set of as-built drawings at the site. At the completion of the Work, the Construction Manager shall certify by signing on them that each of the as-built drawings and specifications are complete and accurate. No later than thirty (30) days after Substantial Completion of Owner's Work and prior to application for Final Payment, and as a condition to its approval by the Architect and Owner, the Construction Manager shall transfer the job site as-built drawings, arranged in proper order, indexed and certified as accurate to the Architect for transmittal to the Owner. The Construction Manager will not be responsible for transferring to the as-built documents any addenda, clarifications or changes documented by the Architect and its consultants.

§ 11.5.13 Any purchased materials remaining after completion of the subject portion of Owner's Work (such as, for example, extra paint, wall coverings or carpet) will be given by Construction Manager to Owner for use in subsequent repairs. Materials should be labeled, sealed, boxed and protected as appropriate to ensure the materials remain in good condition.

§ 11.5.14 All Work performed by Construction Manager, or any subcontractor or person performing work on its behalf, shall be guaranteed against defective workmanship and materials for a period of two (2) years from the date of Substantial Completion, provided that such two-year period shall not begin with respect to any portion of the Work that is not completed on the date of Substantial Completion until such item is completed.

§ 11.5.15 If requested by the Owner, the Construction Manager will furnish Owner with sworn Construction Manager's statements, Construction Manager's affidavits and partial and final waivers of lien, in such form and content as Owner may require, in order to establish that the cost of all labor, services and materials furnished in connection with Owner's Work has been paid in full and to keep the Premises free from all liens and claims.

§ 11.5.16 Construction Manager and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or Owner, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

§ 11.5.17 Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

§ 11.5.18 Upon Substantial Completion and for a period of 15 calendar days thereafter the Construction Manager will replace burned out light bulbs at no cost to the Owner. Owner acknowledges that Construction Manager is not responsible to re-lamp usable working bulbs in permanent light fixtures.

§ 11.5.19 The Construction Manager shall provide notification within 72 hours after becoming aware of the basis of any request for change. The Construction Manager shall develop and submit pricing of proposed changes within seven (7) days after a solution has been provided. The Owner shall provide a written response to the Construction Manager's proposal within ten (10) business days of the Owner's receipt of the Construction Manager's submission.

§ 11.5.20 The Construction Manager represents that he (1) has sufficient knowledge and expertise to construct the Work in accordance with all applicable codes and regulations; (2) has reviewed, analyzed, and has current knowledge of the site; (3) has reviewed, analyzed and has found sufficient for construction and completion of the Work the Contract Documents listed in this agreement; any exceptions to this statement have been specifically identified in this Agreement. The Construction Manager represents and warrants that it can and will complete the Work for the Contract Sum identified in this agreement, and that no sums additional to the Contract Sum are required for Construction Manager's completion of the Work as identified in this agreement.

§ 11.5.21 The parties agree expressly that the intent of the Contract Documents is to include in the Work to be performed by the Construction Manager all labor, materials and supplies, insurance, tools, equipment, licenses, taxes (exclusive of real estate taxes and City of [enter city] Use Taxes), transportation, and field surveying and other services and items necessary for the Project to be a complete and workable system as required for the satisfactory performance, execution and final completion of the Work. Matters not expressly included in the Contract Documents that are reasonably inferable from the Contract Documents shall be deemed included as part of the Work and the Construction Manager's responsibility.

§ 11.5.22 Construction Manager hereby waives and releases any and all claims for consequential and/or indirect damages including but not limited to attorneys' fees for lost profits, lost opportunities, lost bonding capacity, and/or damages to reputation.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents 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 Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- 1 AIA Document A133-2009, Standard Form of Agreement 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, AS AMENDED
- 2 AIA Document A201-2007, General Conditions of the Contract for Construction, AS AMENDED

(Paragraph Deleted)

- 3 Other documents:
Exhibit Summary:

(Paragraph Deleted)

Exhibit A - GMP Amendment
Exhibit B - CM Unit Pricing
Exhibit C - CM Schedule of Rates
Exhibit D - Preconstruction Schedule


(Paragraph Deleted)

Exhibit E - General Conditions

(Paragraph Deleted)

Exhibit F - Performance Bond
Exhibit G - Payment Bond

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



OWNER (Signature)
Randy Ready, Town Manager
(Printed name and title)



CONSTRUCTION MANAGER (Signature)
Blake Shuttle, Manager
(Printed name and title)



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Town of Frisco - Mary Ruth Place

THE OWNER:

(Name, legal status and address)

Town of Frisco
1 East Main Street
Frisco, CO 80443

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Summit Homes Construction, LLC
PO Box 6539
Dillon, CO 80435

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One-million nine-hundred fourteen thousand six hundred and twenty-nine dollars (\$ 1,914,629), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Exhibit A-1

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Mary Ruth House	Forty-five thousand dollars (\$45,000)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

N/A

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Exhibit A-2

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

N/A

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

November 2, 2018

OWNER (Signature)

Town of Frisco

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Summit Homes Construction, LLC

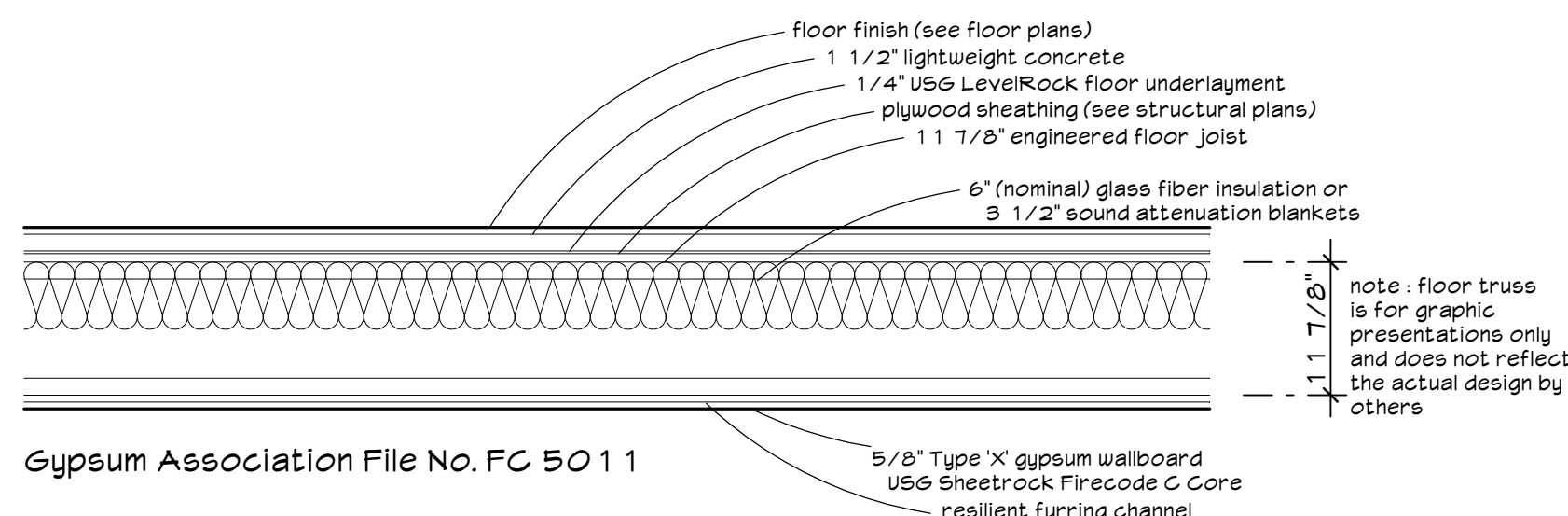
(Printed name and title)

Exhibit A-1

Project: **Mary Ruth Place**
 Location: **Frisco, CO**

Description	FGMP
Direct Costs	
2100 - Site Work	\$216,625
2150 - Foundation, Exvac/Backfill	\$45,462
2200 - Landscaping ROW General	\$34,896
2650 - Survey	\$6,000
3300 - Footing, Walls and Piers	\$65,900
3600 - Interior Flatwork	\$8,584
3700 - Slab Vapor Barrier / Insulation	\$12,524
6100 - Framing Labor	\$116,785
6200 - Framing & Siding Material	\$192,989
6600 - Truss (Prefab)	\$16,432
7200 - Roofing Underlayment and Shingles	\$41,819
8100 - Doors	\$10,318
8200 - Overhead Doors	\$5,920
8500 - Windows & Sliders	\$37,105
9050 - Appliances	\$36,112
9200 - Cabinets	\$37,959
9300 - Carpet & Install	\$12,036
9400 - Countertops	\$13,842
9450 - Door and bath hardware	\$3,520
9550 - Exterior Painting	\$14,346
9600 - Finish Carpentry	\$35,860
9700 - Interior Painting	\$26,618
9810 - Showers, Doors & Mirros	\$2,850
9850 - Tile & Install	\$12,037
9900 - Trim Material	\$13,400
9960 - Vinyl Plank Flooring	\$24,847
10100 - Bat Insulation	\$27,601
11200 - Interior Drywall and Hanging	\$59,424
11300 - Gypcrete	\$12,675
15300 - Plumbing	\$168,000
16600 - Unit Electrical Wiring	\$88,110
Subtotal	\$1,400,596
General Expenses	
General Conditions	\$292,775
Fee	\$118,536
Contingency	\$56,024
Bond	\$46,698
Subtotal	\$514,033
GRAND TOTAL	\$1,914,629

Exhibit A-2



Gypsum Association File No. FC 5011

Base layer 1/2" proprietary type X gypsum wallboard or gypsum veneer base applied at right angles to resilient channels 24" o.c. (16" o.c. when insulation is used) with 1" Type 5 drywall screws 16" o.c. Gypsum board end joints located midway between continuous channels and attached with screws 8" to additional pieces of channel 6" long located 3" back on either side of end joint. Resilient channels applied at right angles to minimum 1" deep wood joists spaced a maximum of 14" o.c. with 1 1/4" Type 5 drywall screws. Face layer 1/2" proprietary type X gypsum wallboard or gypsum veneer base applied at right angles to resilient channels 1 5/8" Type 5 drywall screws 8" o.c. and 1 1/2" Type 5 screws 8" o.c. at the butt joints located mid-span between the resilient channels. Glass fiber insulation secured to subfloor or loose fill insulation applied directly over gypsum board. Wood joists supporting 1 3/4" wood structural panel subfloor applied at right angles to joists with construction adhesive and 6d ring shank nails 12" o.c. Minimum 1/2" proprietary gypsum floor topping applied over subfloor.

STC rated with trusses spaced 24" o.c. 3 1/2" glass fiber insulation against the floor side in joists spaces, 3/4" proprietary gypsum floor topping pour over 1/4" proprietary sound reduction mat, and with the finish flooring of sheet vinyl, engineered wood laminate, and ceramic tile. STC 64 when sheet vinyl or engineered wood laminate is applied to floor, STC 68 when tested with ceramic tile applied to floor.

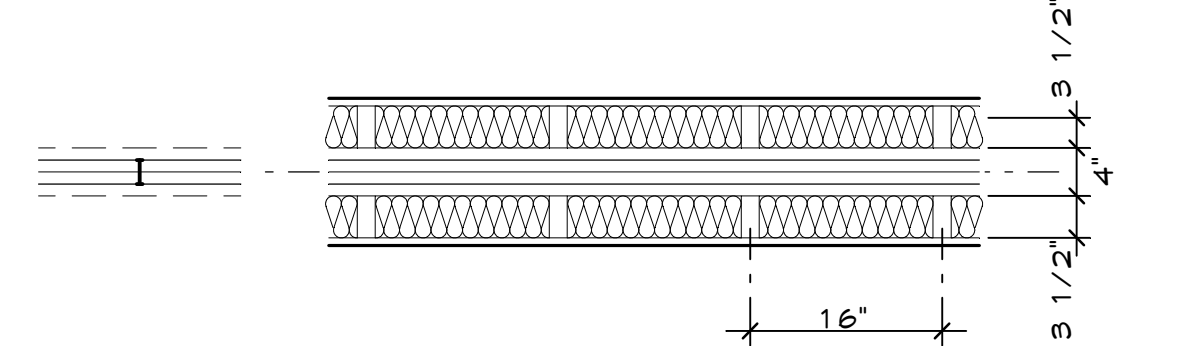
Fire Test : UL R 1314, OSNKO4589, 2-4-05;
UL R 1314, OSNKO4496, 3-31-15;
UL Design L570

Sound Test : RAL OT03-05, 4-22-03;
RAL OT03-07, 4-24-03;
RAL OT-03-04, 6-18-03

IC 4 Test : 50 - sheet vinyl; RAL OT03-06, 4-22-03
62 - engineered wood laminate; RAL OT03-06, 4-24-03
54 - ceramic tile; RAL OT03-10, 6-18-03

Detail 1 : One Hour Floor-Ceiling Assembly

scale : 3/4" = 1'-0" Minimum STC = 45 / Proposed STC 60-64
Minimum IC = 45 / Proposed IC 53-81



Thickness : 3 1/2" (Fire)
11 3/4" (Sound)

Approximate Weight : 4 psf

Fire Test : UL R 1314, 84NK20706,
5-14-90, UL Design U336;
UL R 1314, 84NK40690,
1-21-85, UL Design V4111;
NHI 445-PV-0245, 4-28-83
RAL TL88-350, 4-12-88

Sound Test : RAL TL88-350, 4-12-88

Two layers 1"x24" proprietary Type-X gypsum panels inserted between 2" floor and ceiling runners with 2" steel H studs between adjacent pairs of gypsum panels. (NLB)

A 3/4" minimum air space must be maintained between steel components and adjacent framing (as indicated by the dashed lines in sketch). As an alternate to an air space, the steel components are covered with 6" wide battens of 1/2" gypsum board or 1" mineral fiber insulation. As an alternate to battens, on both faces of the separation wall are covered with 1" mineral fiber insulation stapled to the gypsum liner panels or 1/2" regular gypsum board screw attached to the steel components.

Sound tested with 2x4 stud wall faced with 1/2" regular gypsum wallboard each side of assembly and 3" mineral fiber in stud space on both sides.

Height limitation = 66'-0"

Proprietary Gypsum Board - United States Gypsum Company
1" SHEETROCK Brand Gypsum Liner Panels

Detail 2 : Area Separation Fire Walls

scale : 3/4" = 1'-0" Gypsum Association 2015 Fire Resistance Manual :
GA File No. ASM 1000
UL Design 336
Minimum STC : 45 / Proposed STC : 60-64

EXTERIOR SIDE : One layer 48" wide 5/8" type X gypsum sheathing applied parallel to 2x4 wood studs 24" o.c. with 1 3/4" galvanized roofing nails 4" o.c. at vertical joints at 1" o.c. at intermediate studs and top and bottom plates. Joints of gypsum sheathing may be left untreated. Exterior cladding to be attached through sheathing to studs.

INTERIOR SIDE : One layer 5/8" type X gypsum wallboard, water-resistant gypsum backing board, or gypsum veneer base applied parallel to or at right angles to studs with 6d coated nails, 1 7/8" long, 0.0915" shank, 1/4" heads, 1" o.c. (LOAD BEARING)

NOTE : 2x6 studs at 16" o.c. proposed (Typical Exterior Wall Assembly)

Fire Test : - See NF 3520
(UL R3501-47, 48, 9-17-65, UL Design U309; dUL R 1314-129, T-22-70, UL Design U314)

Detail 3 : One Hour Exterior Wall Assembly

scale : 3/4" = 1'-0" Gypsum Association File Number WP 3105
Gypsum Association File Number WP 1049 : for Fiber Cement Siding

One layer 5/8" type X gypsum wallboard applied at right angles to each side of 2x6 wood studs 16" o.c. with 2 1/4" Type 5 or drywall screws 1" o.c.

Vertical joints staggered 16" o.c., horizontal joints staggered 24" o.c. on opposite sides.

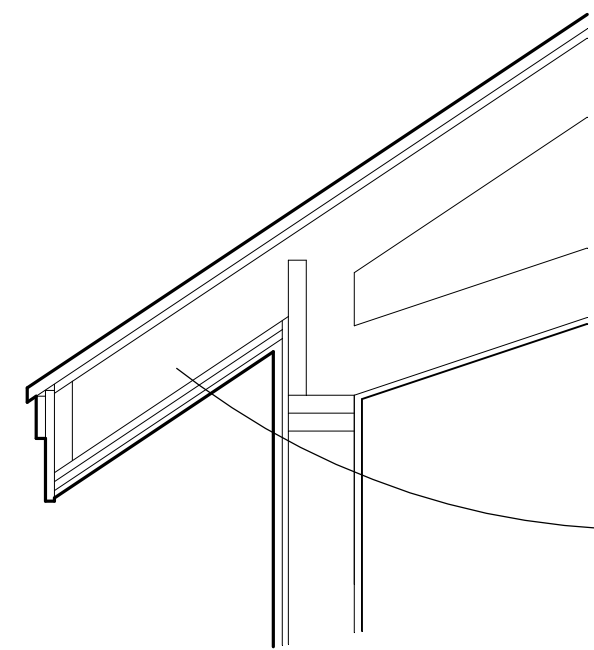
Tested at 5.156 lbs per stud or 100 percent of design load. (LOAD BEARING)

NOTE : R-21 batt insulation in wall. If gypsum wallboard is not installed at bottom of trusses, extend assembly to bottom of floor sheathing above.

Fire Test : ITS J49-2244.1.2, 10-99

Detail 4 : One Hour Wall Assembly @ Garage

scale : 3/4" = 1'-0" Gypsum Association File Number WP 3660



Gypsum Association File No. RC 2601 (Generic)

Base layer 5/8" type X gypsum wallboard applied at right angles to 2x10 wood joists 24" o.c. with 1 1/4" Type X or 5 drywall screws 24" o.c.

Face layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to joists with 1 7/8" Type X or 5 drywall screws 12" o.c. at joints and intermediate joists and 1 1/2" Type 5 drywall screws 12" o.c. placed 2" back on either side of end joints.

Joints offset 24" from base layer joints.

Wood joist supporting 1/2" plowwood with exterior glue applied at right angles to joists with 8d nails. Appropriate roof covering.

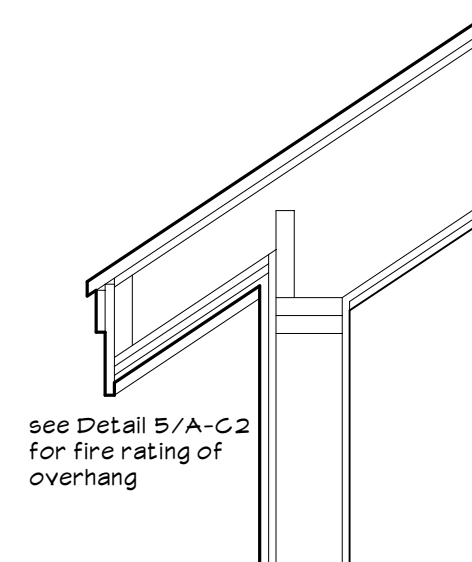
Ceiling provides one hour resistance protection for framing, including trusses.

Fire Test : FM FC 172, 2-25-72; ITS, 8-6-98

NOTE : Town of Frisco Building Official has approved use of narrower (2x4, 2x6 or 2x8) overhang beyond exterior wall as long as two layers of 5/8" Type X is installed per above

Detail 5 : One Hour Assembly at Roof Eave and Rake (Overhangs)

scale : 3/4" = 1'-0" Gypsum Association File Number RC 2601
(Similar - as approved by Town of Frisco Building Official)



Gypsum Association File No. RC 2601 (Generic)

Base layer 5/8" type X gypsum wallboard applied at right angles to 2x10 wood joists 24" o.c. with 1 1/4" Type X or 5 drywall screws 24" o.c.

Face layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to joists with 1 7/8" Type X or 5 drywall screws 12" o.c. at joints and intermediate joists and 1 1/2" Type 5 drywall screws 12" o.c. placed 2" back on either side of end joints.

Joints offset 24" from base layer joints.

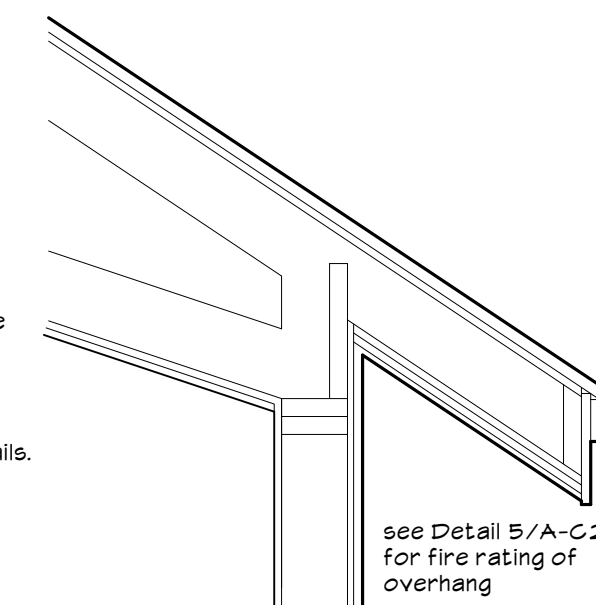
Wood joist supporting 1/2" plowwood with exterior glue applied at right angles to joists with 8d nails. Appropriate roof covering.

Ceiling provides one hour resistance protection for framing, including trusses.

Fire Test : FM FC 172, 2-25-72; ITS, 8-6-98

Detail 6 : One Hour Roof-Ceiling Assembly at Building 'C' Storage/Mechanical

scale : 3/4" = 1'-0" Gypsum Association File Number RC 2601



Gypsum Association File No. RC 2602 (Generic)

Base layer 5/8" type X gypsum wallboard applied at right angles to wood roof trusses 24" o.c. with 1 1/4" Type X or 5 drywall screws 24" o.c.

Face layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to trusses with 1 7/8" Type X or 5 drywall screws 12" o.c. at joints and intermediate trusses and 1 1/2" Type 5 drywall screws 12" o.c. placed 2" back on either side of end joints.

Joints offset 24" from base layer joints.

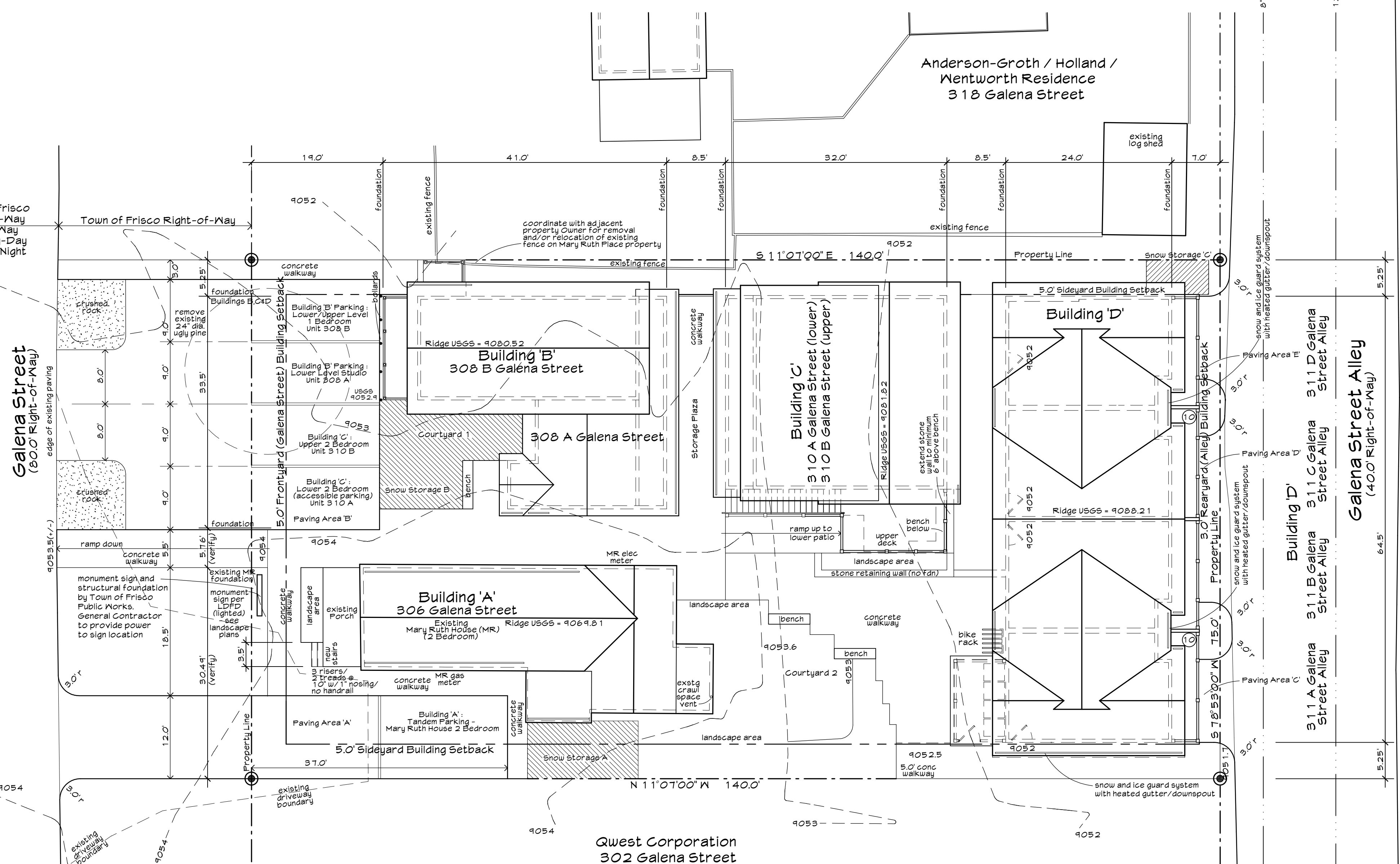
Wood trusses supporting 1/2" wood structural panels applied at right angles to trusses with 8d nails. Appropriate roof covering.

Ceiling provides one hour resistance protection for trusses.

Fire Test : FM FC 172, 2-25-72; ITS, 8-6-98

Detail 7 : One Hour Roof-Ceiling Assembly at Building 'C' South Wall

scale : 3/4" = 1'-0" Gypsum Association File Number RC 2602



Site Plan

Scale : 1" = 100'

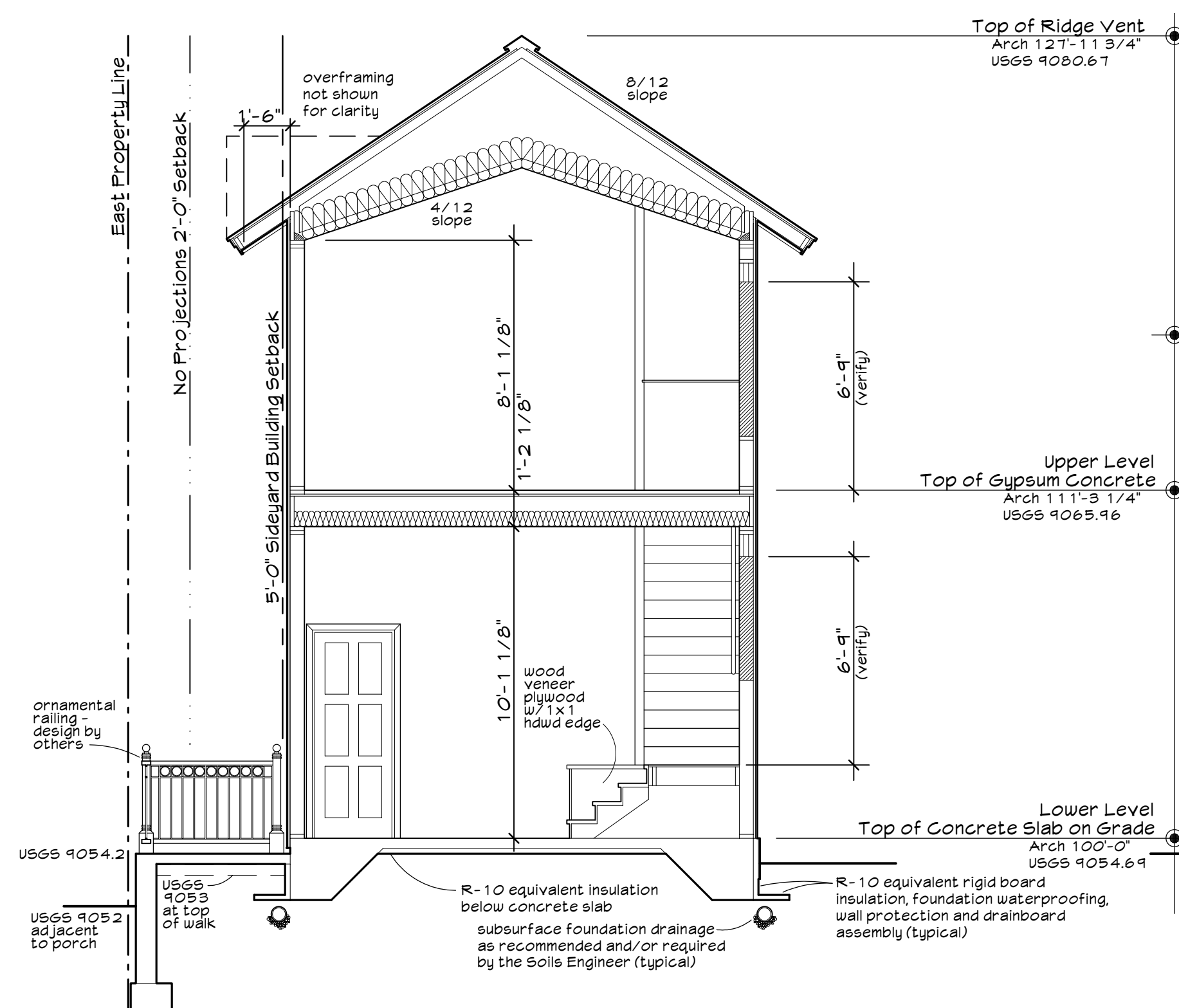
the Mary Ruth Place
306-308A/B-310 A/B Galena Street
and 311 A/B/C/D Galena Street Alley
Frisco, Colorado

- Issued for Building Permit 08.25.2017
- Reissued for Modifications to Building Permit 10.09.2017
- Reissued for Modification to Building Permit VE 02.28.2018

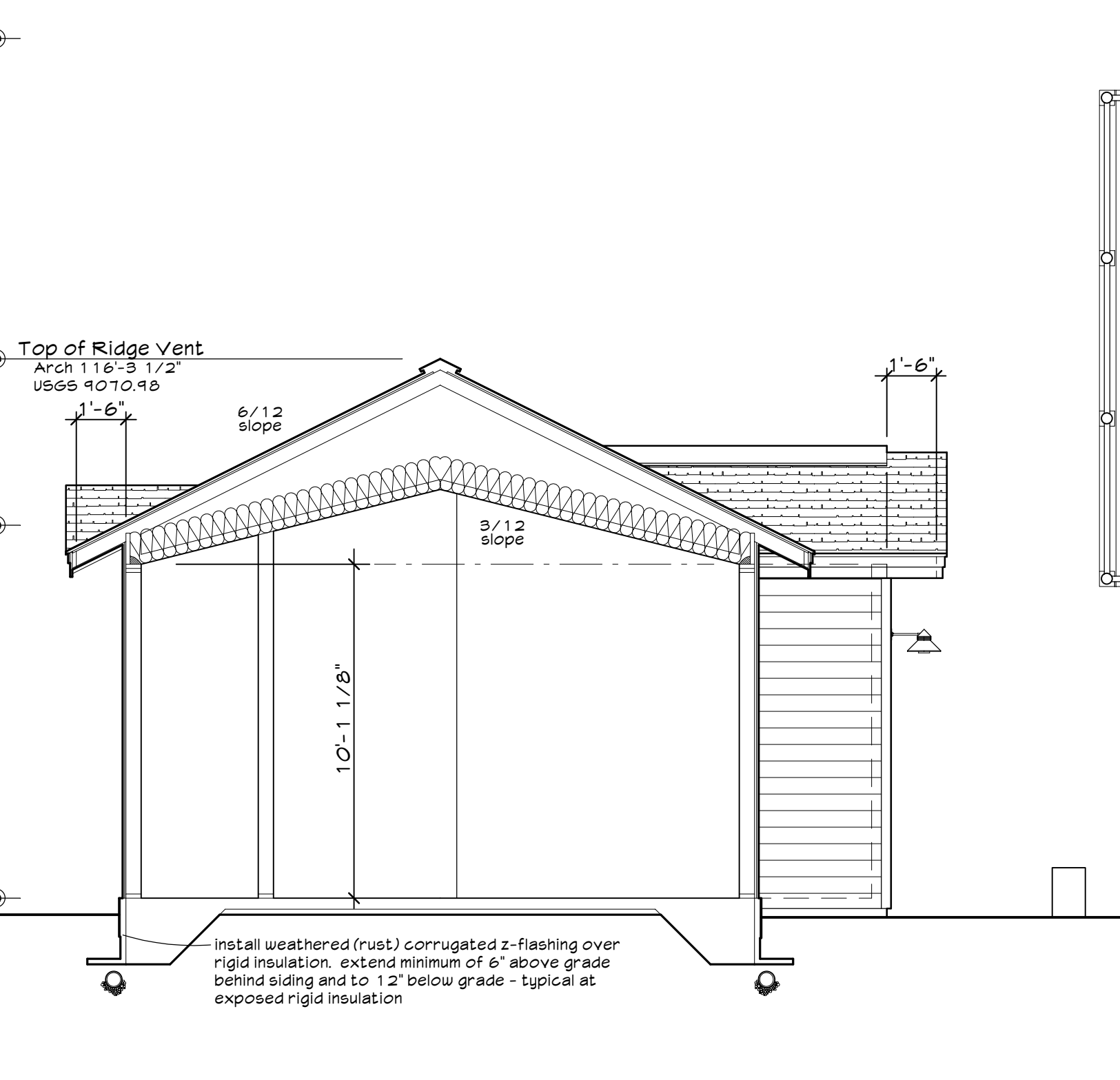
Job No. : 216-11
File No. : rev01/21611sp09.vuf
Date : 02.28.2018
Drawn By : tc3
Checked By : tc3

A-A2

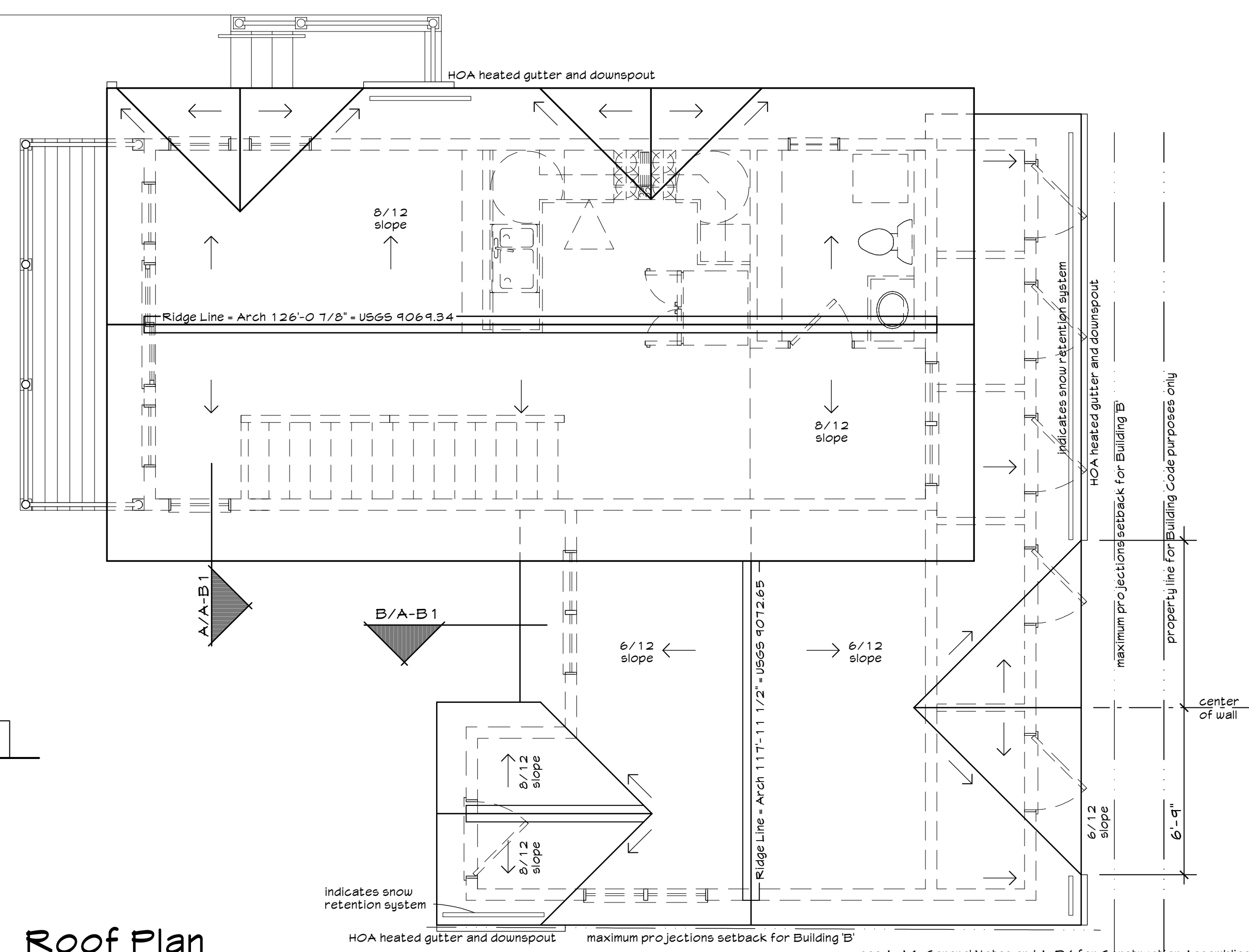
Building 'B' :
the Mary Ruth Place
308 A-B Galena Street
Frisco, Colorado



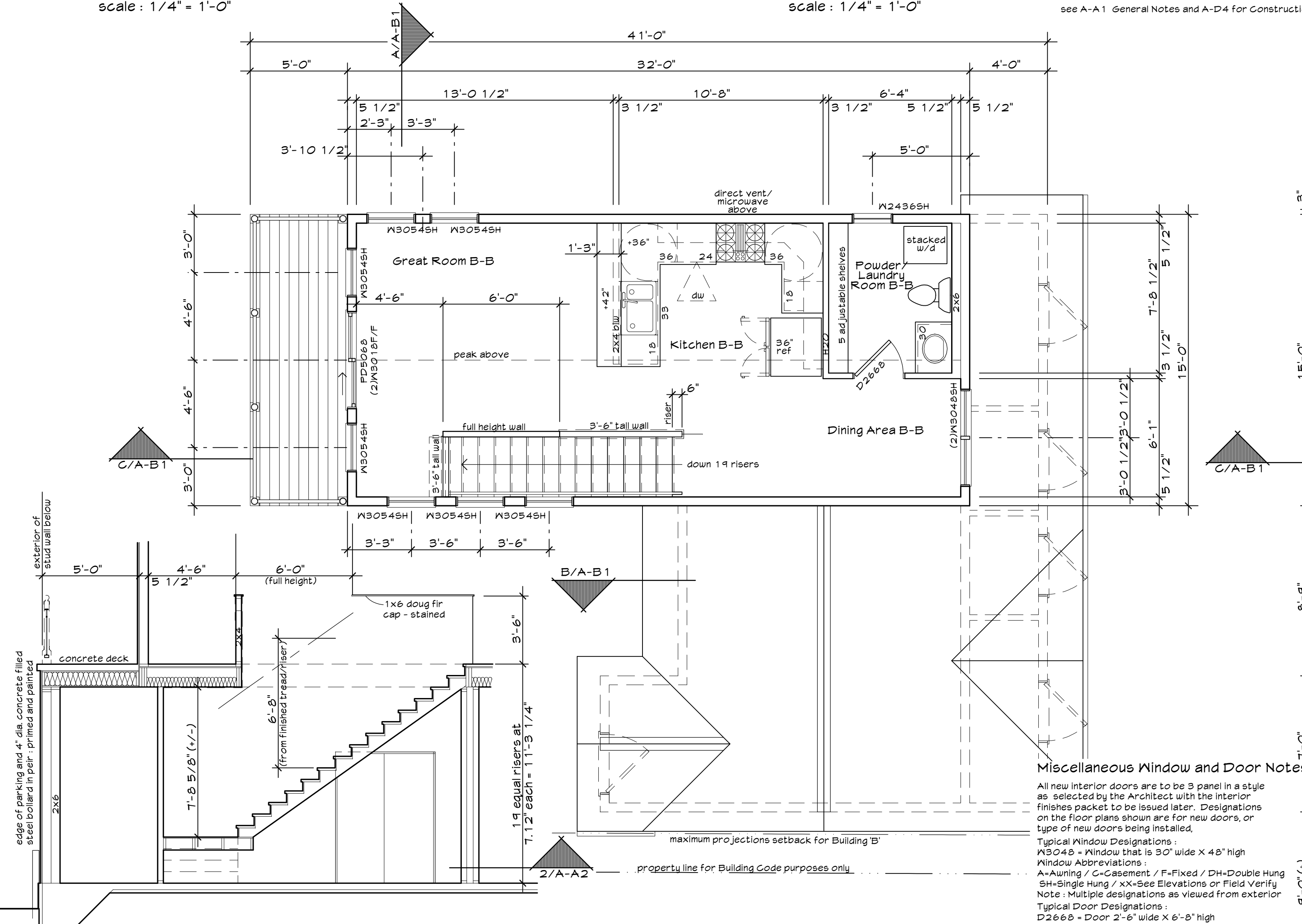
Building Section A
scale : 1/4" = 1'-0"



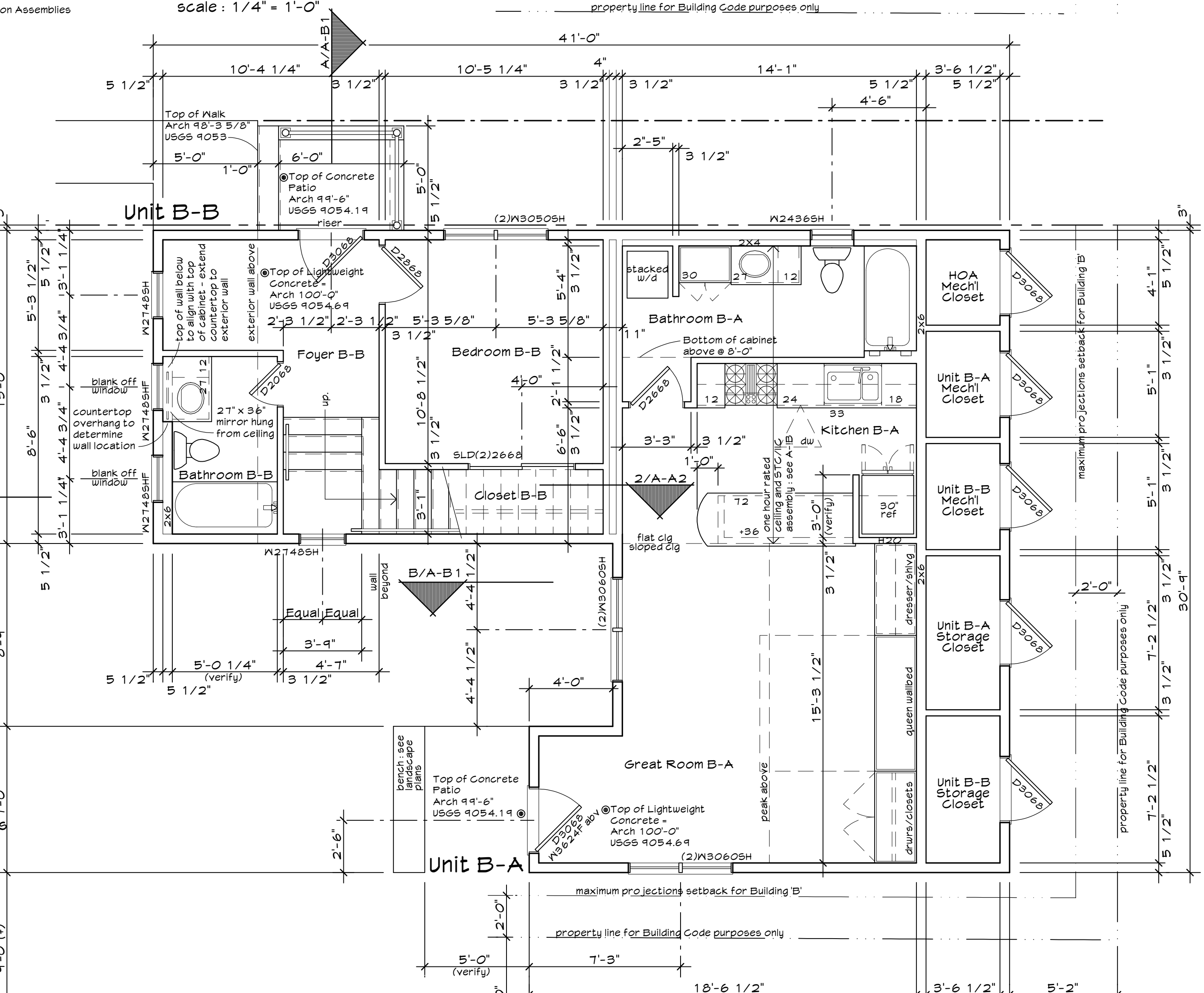
Building Section B
scale : 1/4" = 1'-0"



Roof Plan
scale : 1/4" = 1'-0"



Upper Level Floor Plan
scale : 1/4" = 1'-0"



Lower Level Floor Plan
scale : 1/4" = 1'-0"

Miscellaneous Window and Door Notes
All new interior doors are to be 3 panel in a style as selected by the Architect with the interior finishes packet to be issued later. Designations on the floor plans shown are for new doors, or type of new doors being installed.
Typical Window Designations :
M3048 = Window that is 30" wide x 48" high
Window Abbreviations :
A-Aunling / C-Casement / F-Fixed / DH-Double Hung
SH-Single Hung / XX-See Elevations or Field Verify
Note : Multiple designations as viewed from exterior
Typical Door Designations :
D2668 = Door 2'-6" wide x 6'-8" high
Door Abbreviations :
PD-Sliding Patio Door / PKD-Pocket Door /
BF-Bifold Door / SD-Sliding Door / FD-French Door /
BD = Barn Door / OHD = Overhead Door
SD = Special Door (see detail or drawing) /
XX-See Elevations or Field Verify

- Issued for Building Permit
09.25.2017
- Reissued for Modification to Building Permit
10.09.2017
- Reissued for Modification to Building Permit VE
02.28.2018

Job No. : 21611
File No. : verrev1/21611b4.vuf
Date : 02.28.2018
Drawn By : tc3
Checked By : tc3

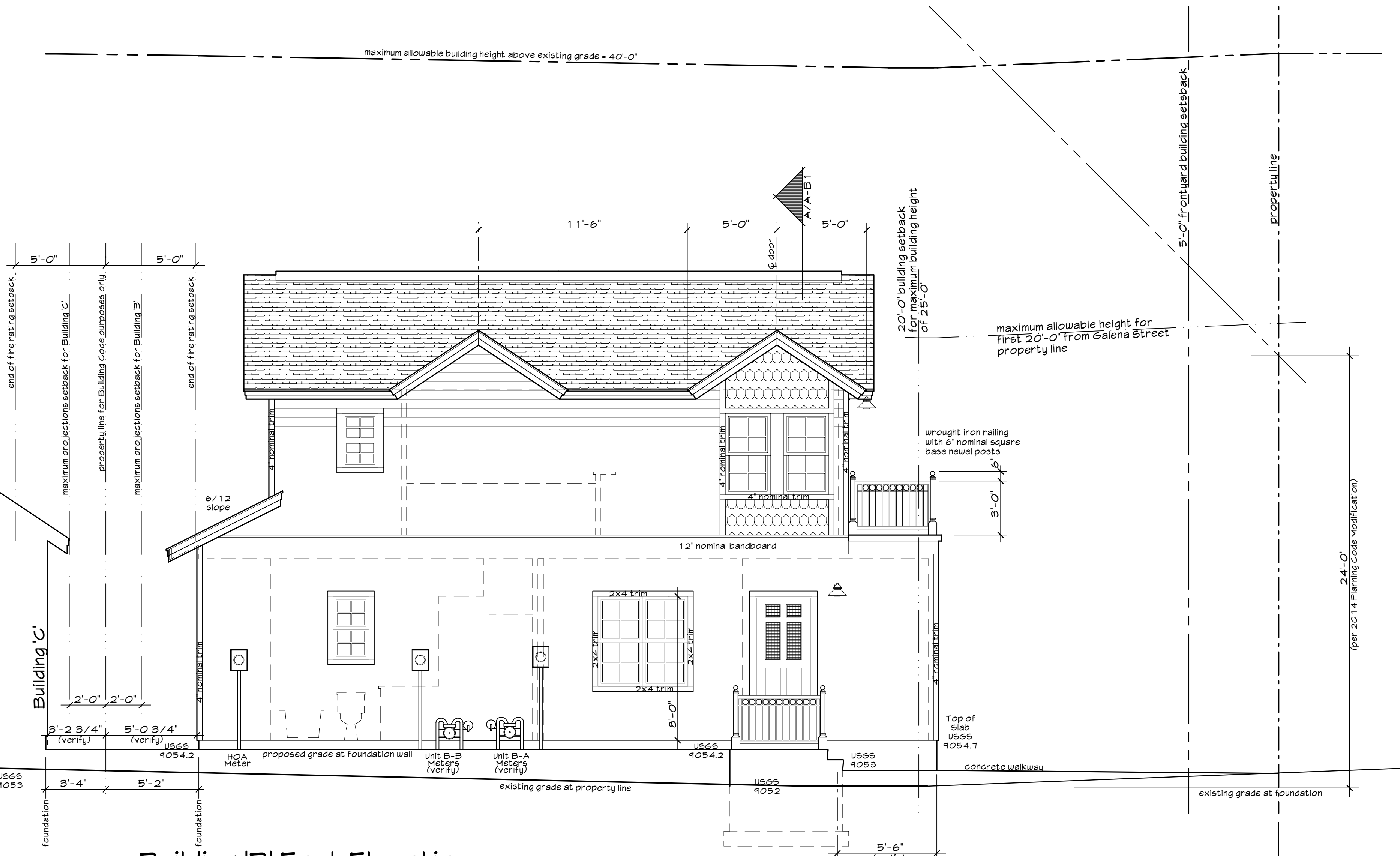
A-B 1

Building 'B' :
the Mary Ruth Place
308 A-B Galena Street
Frisco, Colorado

- issued for Building Permit
08.25.2017
- issued for Modification
to Building Permit
10.09.2017
- issued for Modification
to Building Permit VE
02.28.2018

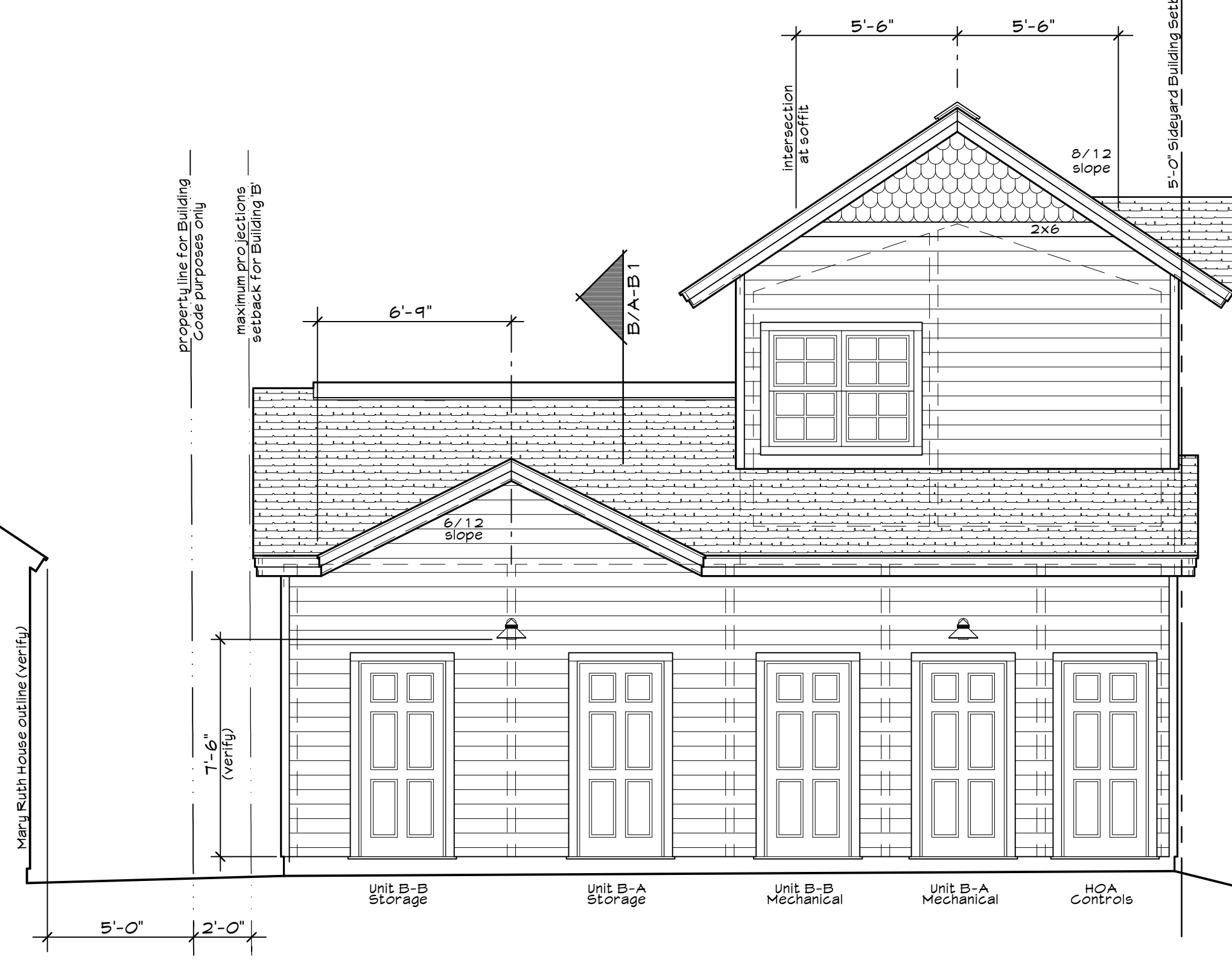
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File No: ver1/21611b.vwf
Date: 02.28.2018
Drawn By: tc3
Checked By: tc3

A-B2



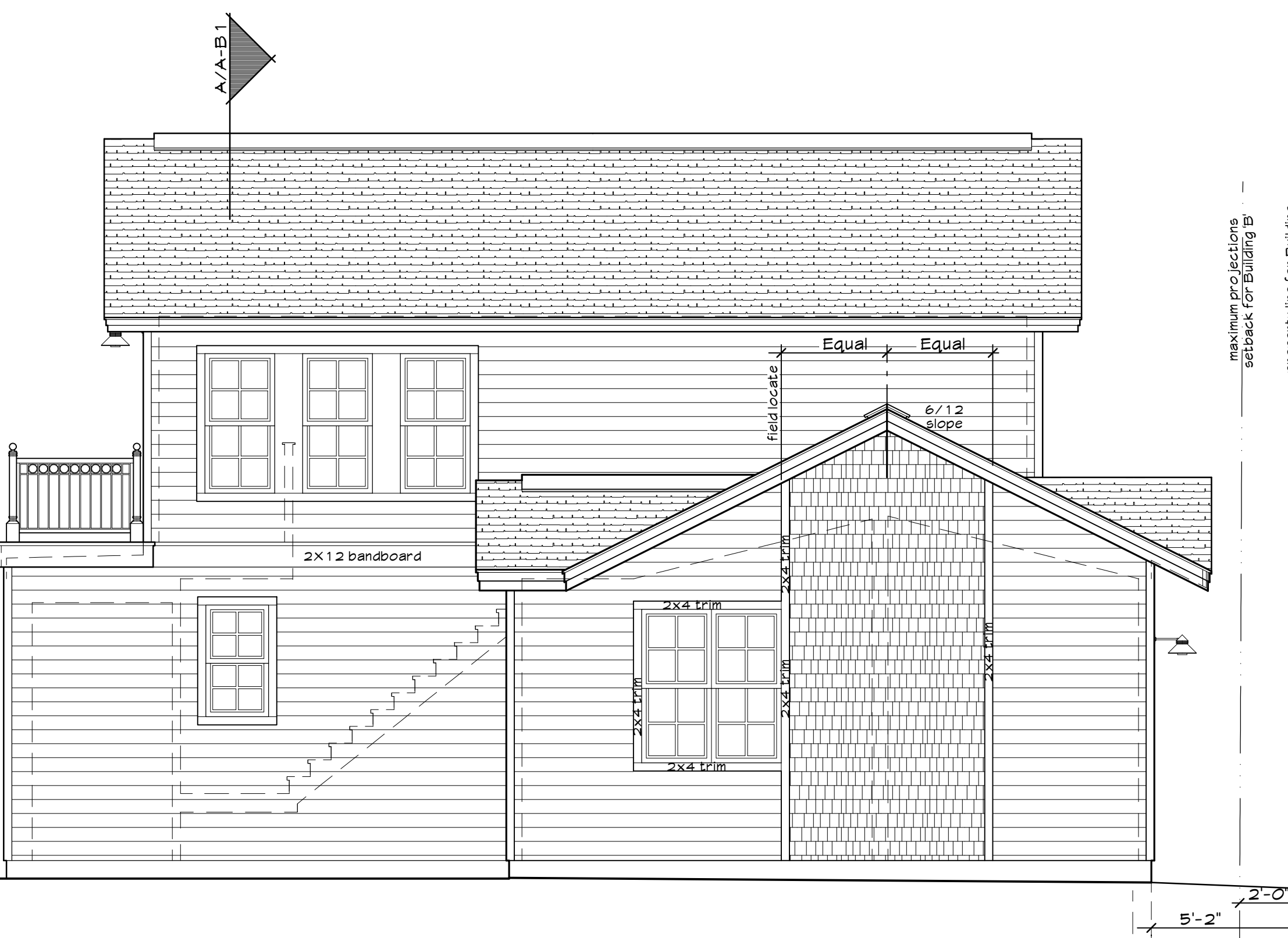
Building 'B' East Elevation
scale : 1/4" = 1'-0"

see A-A1 General Notes and A-D4 for Construction Assemblies



Building 'B' South Elevation
scale : 1/4" = 1'-0"

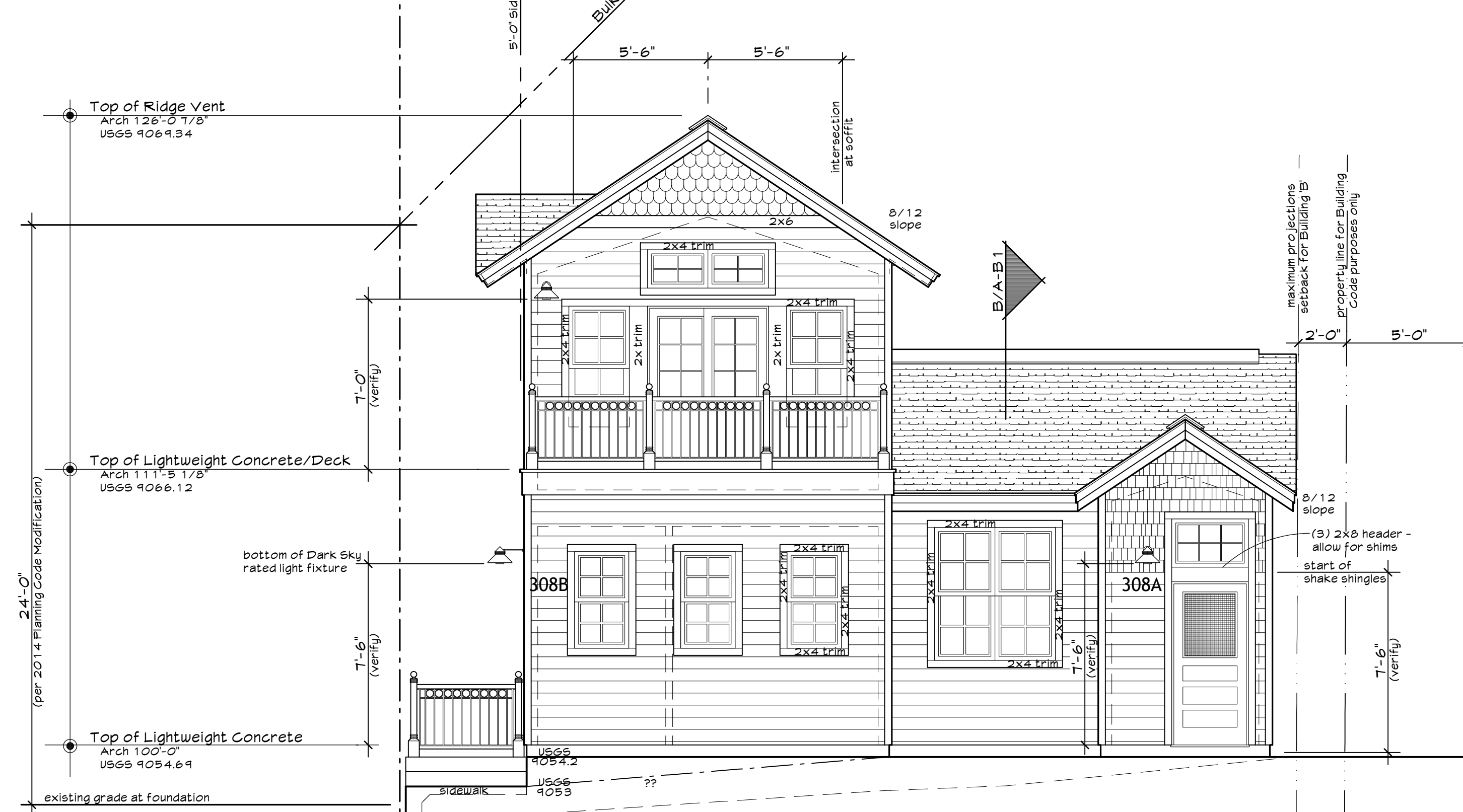
see A-A1 General Notes and A-D4 for Construction Assemblies



Building 'B' West Elevation
scale : 1/4" = 1'-0"

see A-A1 General Notes and A-D4 for Construction Assemblies

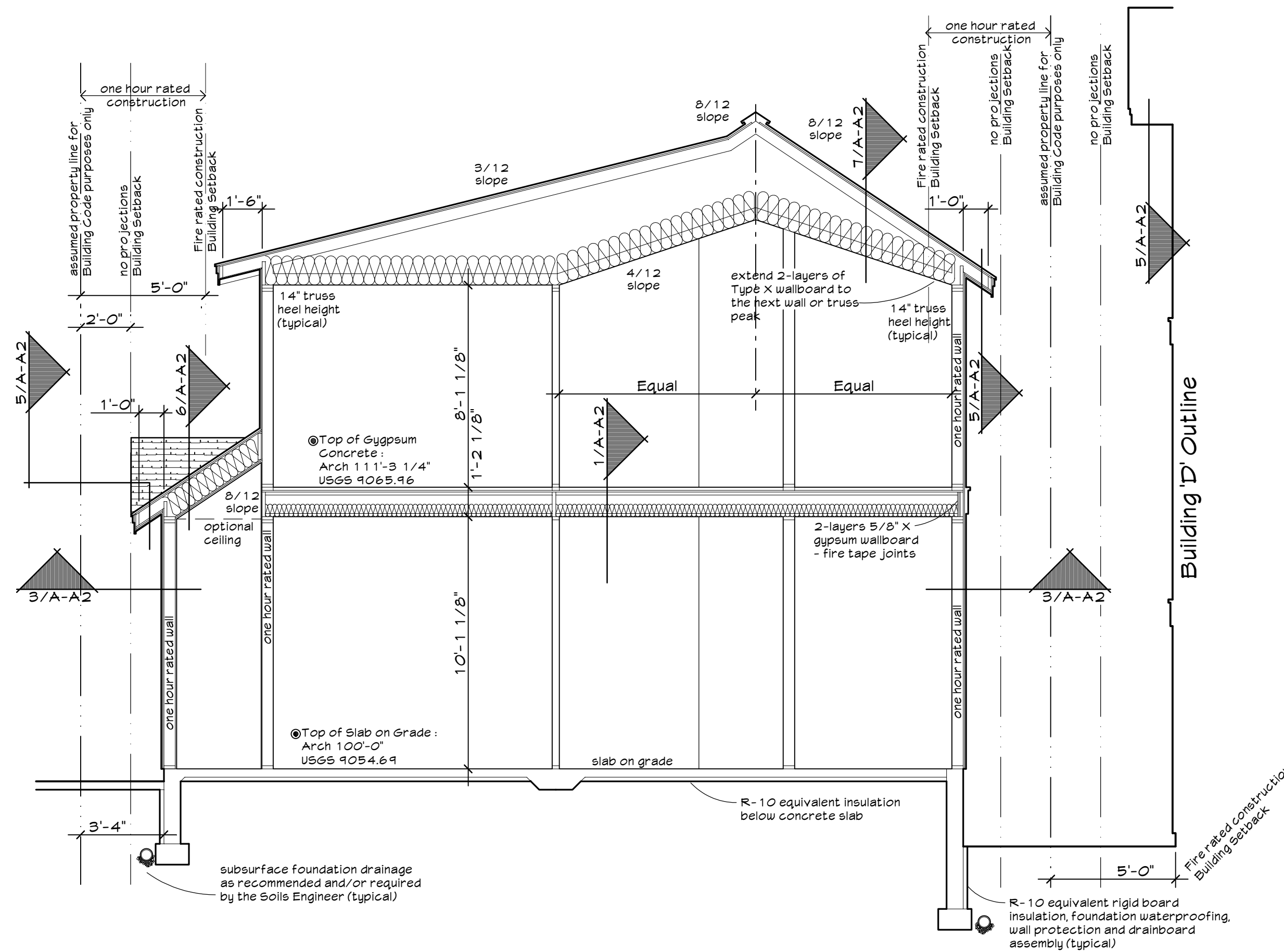
Materials Legend	
[Horizontal lines]	- 6" nominal composite lap siding (painted)
[Diagonal lines]	- 50 year asphalt composition shingles
[Cross-hatch]	- composite shake shingle siding (painted)
[Wavy lines]	- composite fish scale siding (painted)



Building 'B' North Elevation
scale : 1/4" = 1'-0"

see A-A1 General Notes and A-D4 for Construction Assemblies

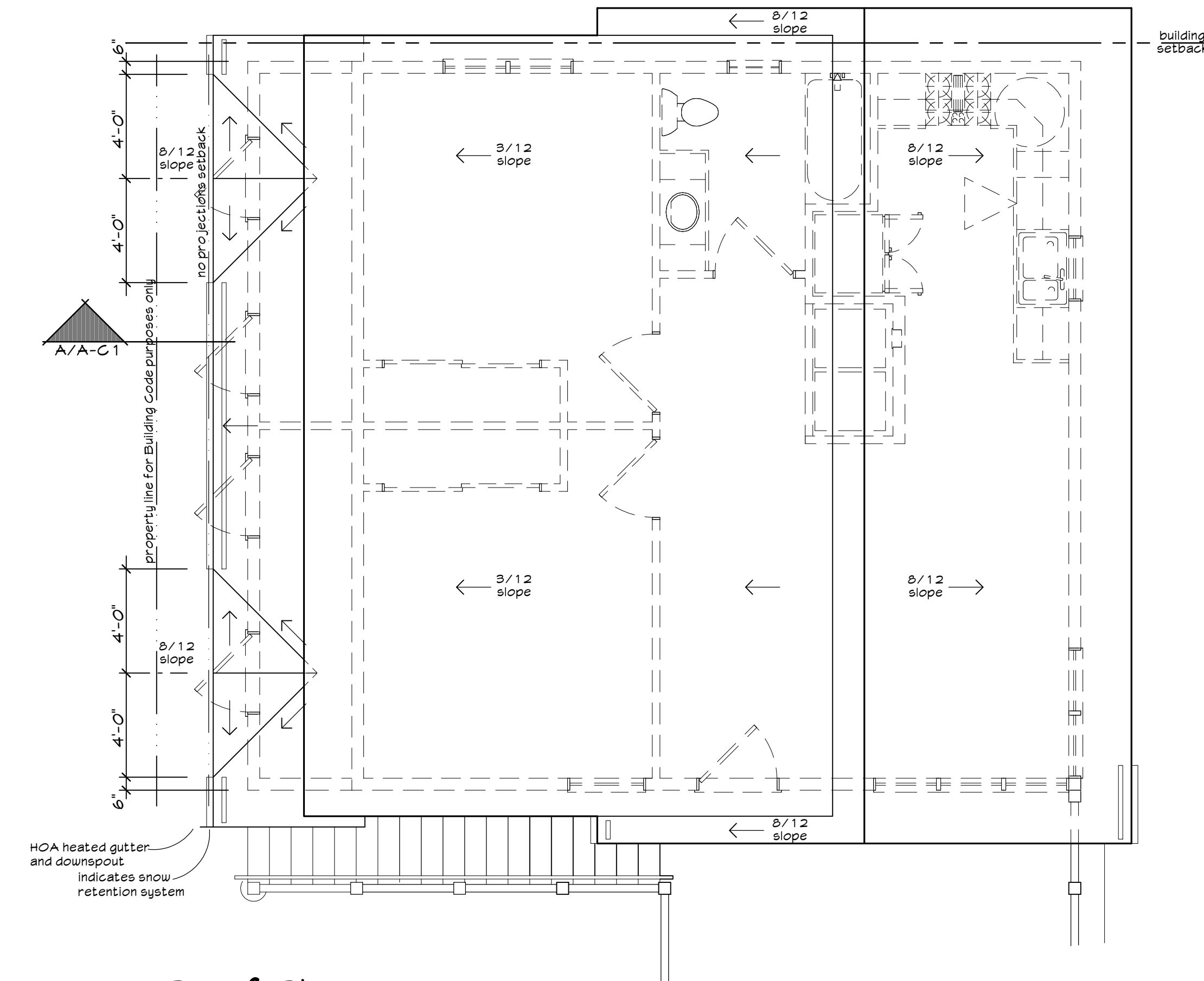
Building 'C' :
the Mary Ruth Place
310 A-B Galena Street
Frisco, Colorado



Building Section A

scale : 1/4" = 1'-0"

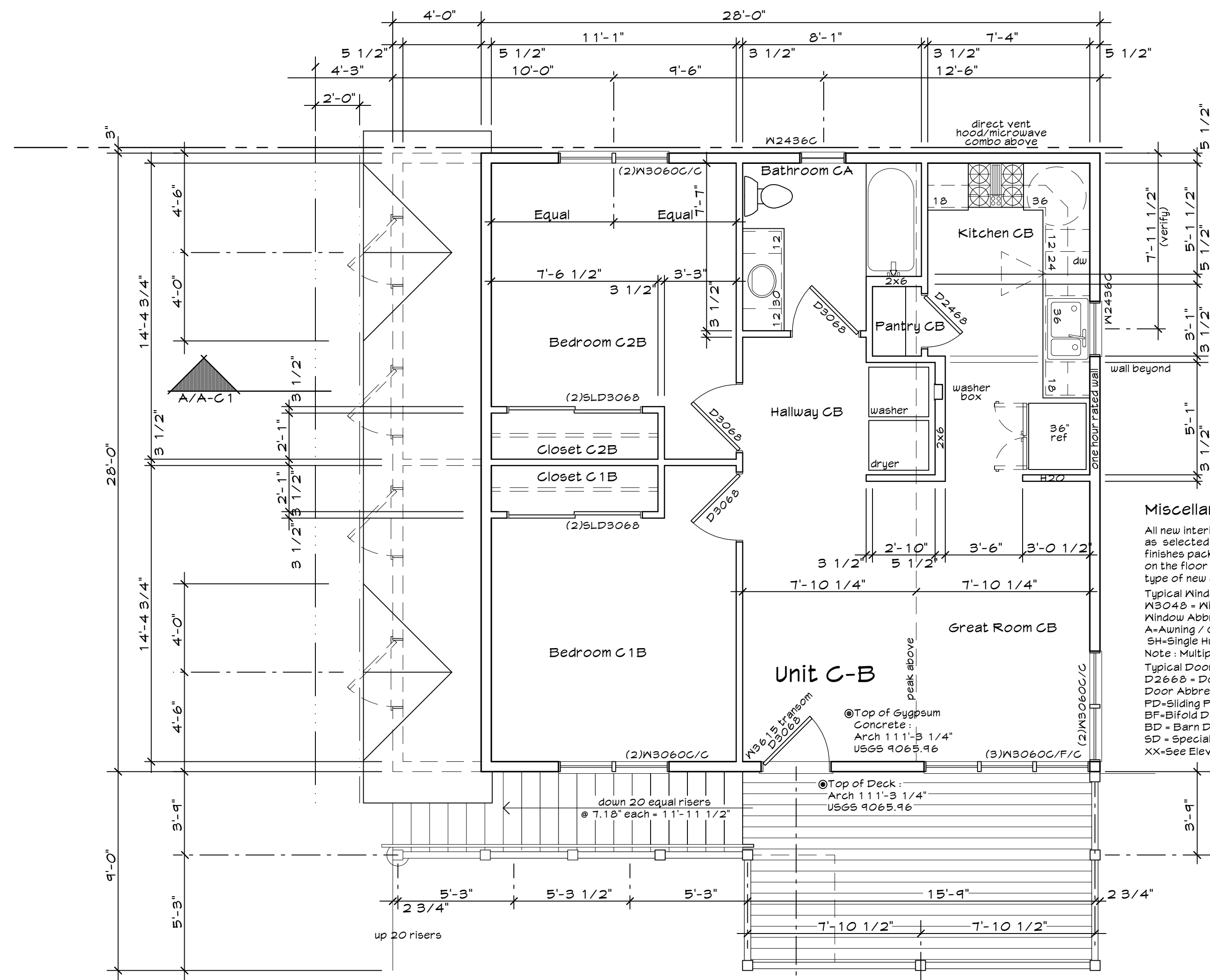
see A-A1 General Notes and A-D4 for Construction Assemblies



Roof Plan

scale : 1/4" = 1'-0"

see A-A1 General Notes and A-D4 for Construction Assemblies



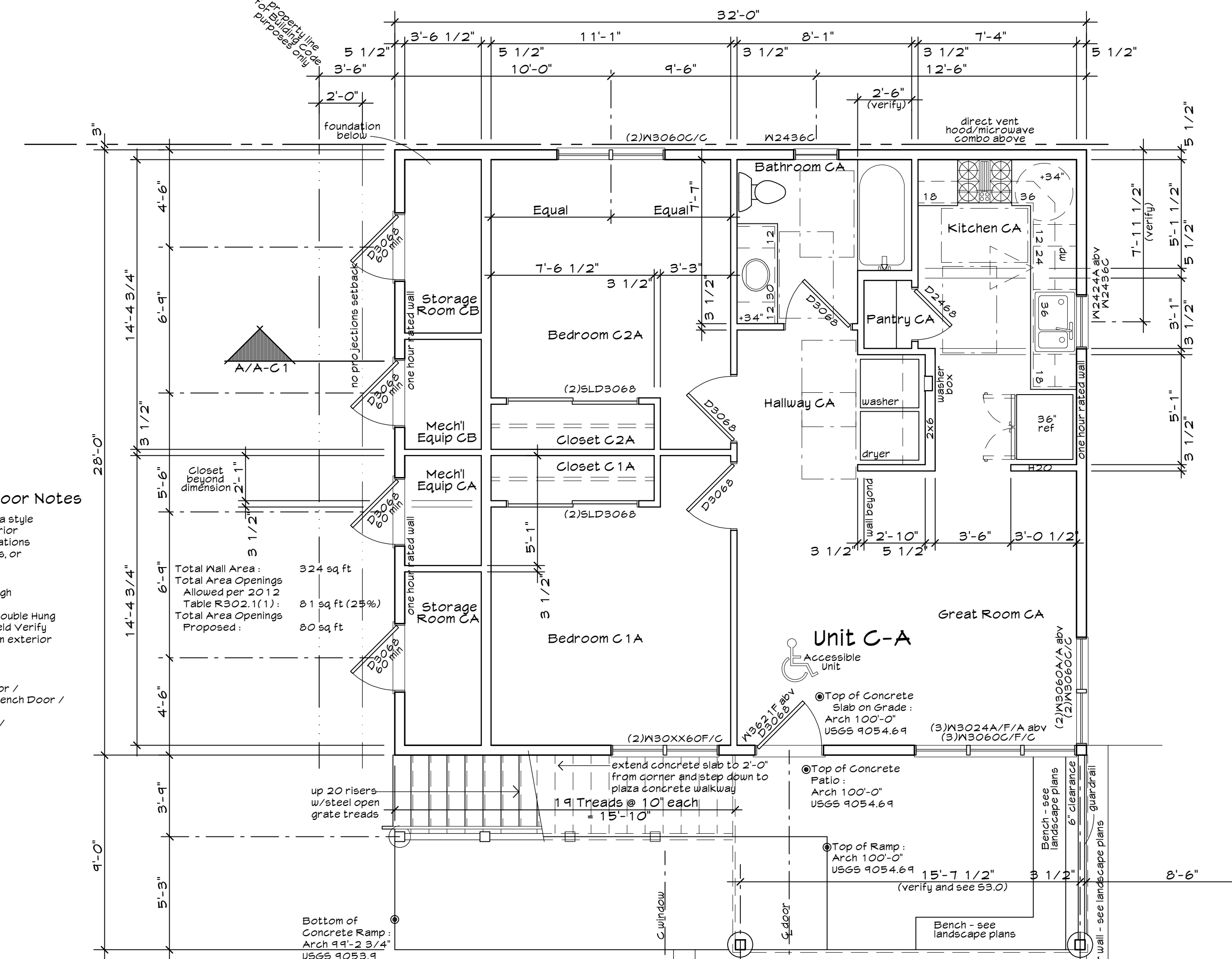
Upper Level Floor Plan

scale : 1/4" = 1'-0"

see A-A1 General Notes and A-D4 for Construction Assemblies

Miscellaneous Window and Door Notes

All new interior doors are to be 3 panel in a style as selected by the Architect with the interior finishes packet to be issued later. Designations on the floor plans shown are for new doors, or type of new doors being installed.
 Typical Window Designations:
 W504B - Window that is 30" wide X 48" high
 Window Abbreviations:
 A-Awing / C-Casement / F-Fixed / DH-Double Hung
 SH-Single Hung / XX-See Elevations or Field Verify
 Note : Multiple designations as viewed from exterior
 Typical Door Designations:
 D266B - Door 2'-6" wide X 6'-8" high
 Door Abbreviations:
 PD-Sliding Patio Door / PKD-Pocket Door /
 BF-Bifold Door / SLD-Sliding Door / FD-French Door /
 BD - Barn Door / OHD - Overhead Door
 SD - Special Door (see detail or drawing) /
 XX-See Elevations or Field Verify



Lower Level Floor Plan

scale : 1/4" = 1'-0"

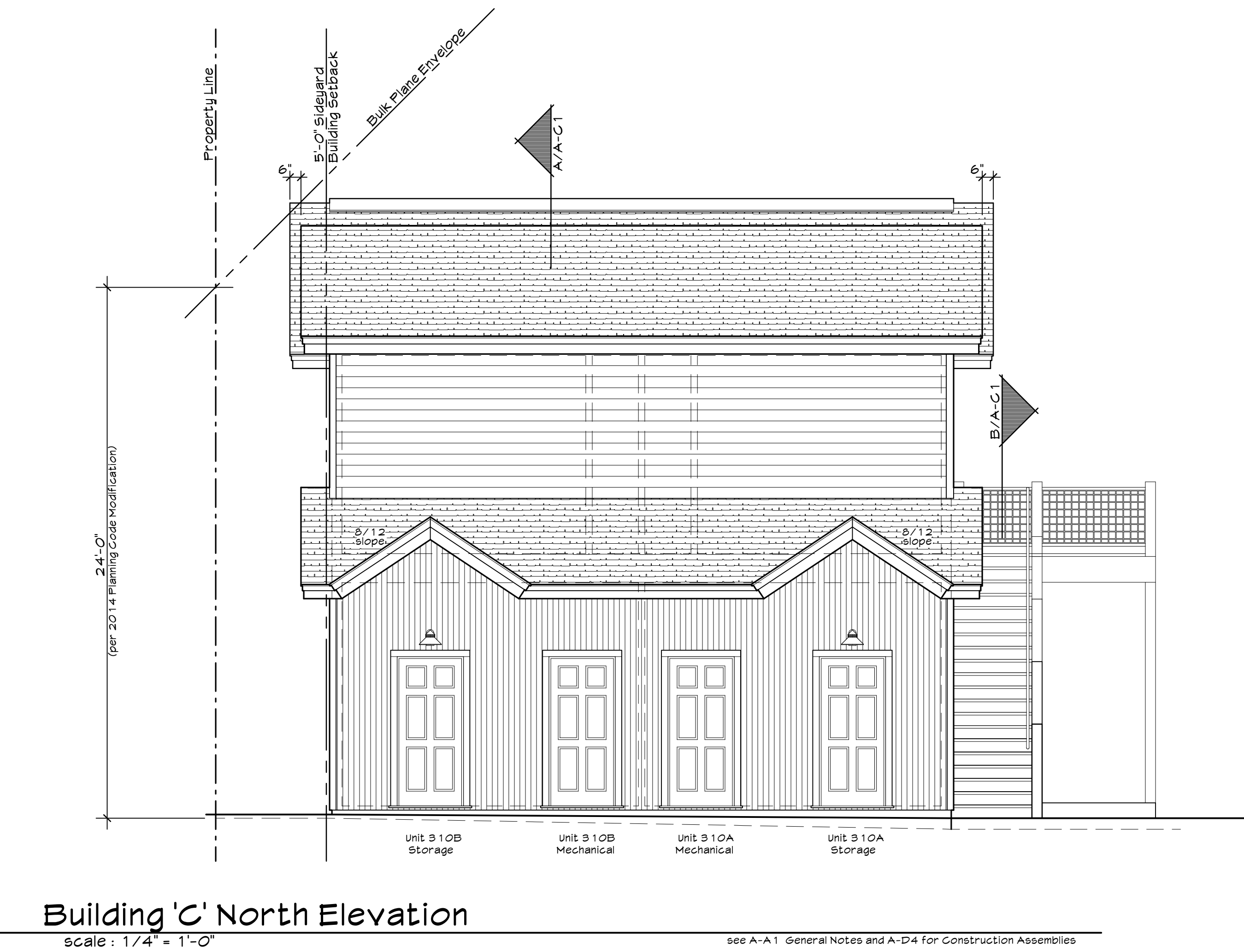
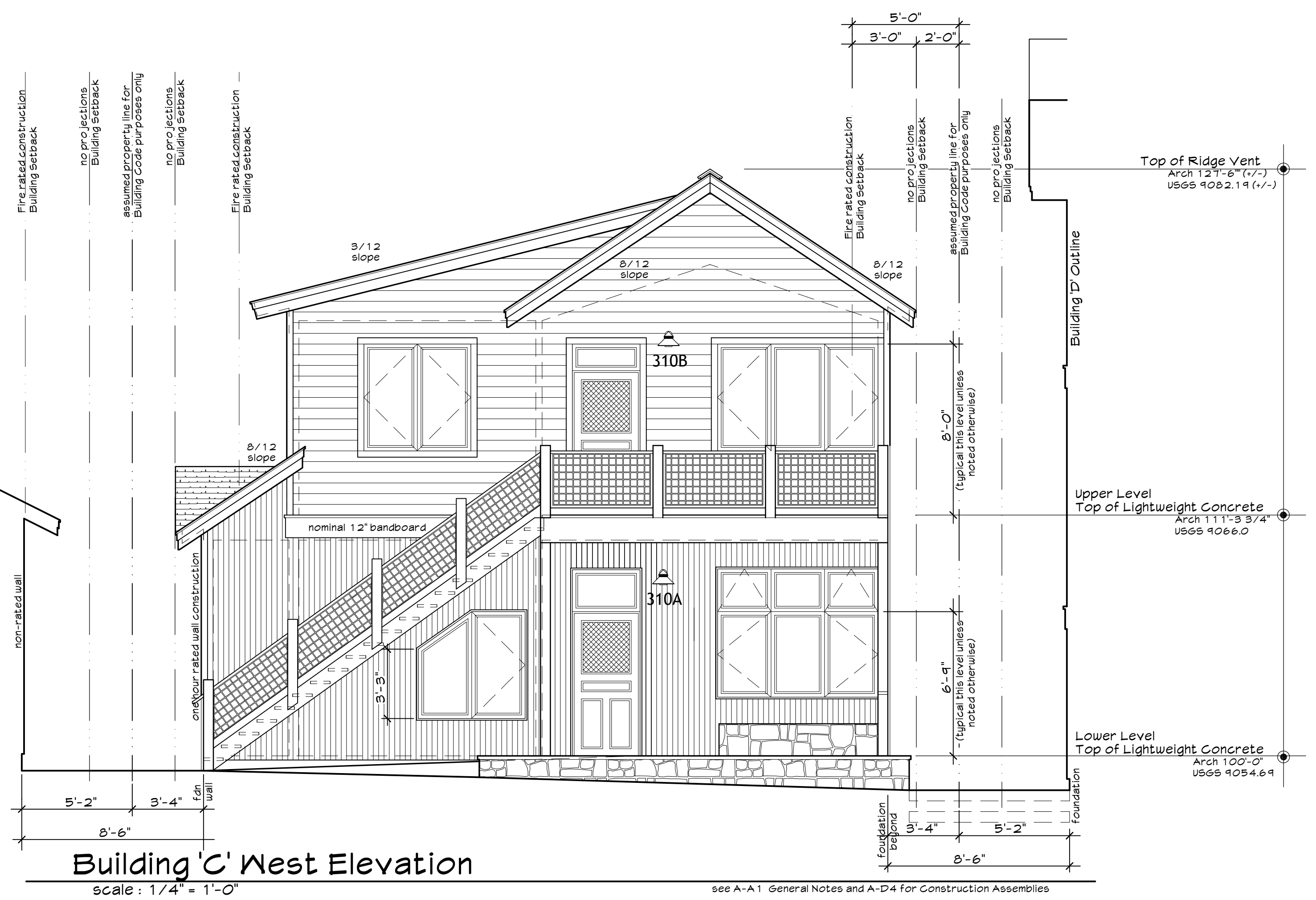
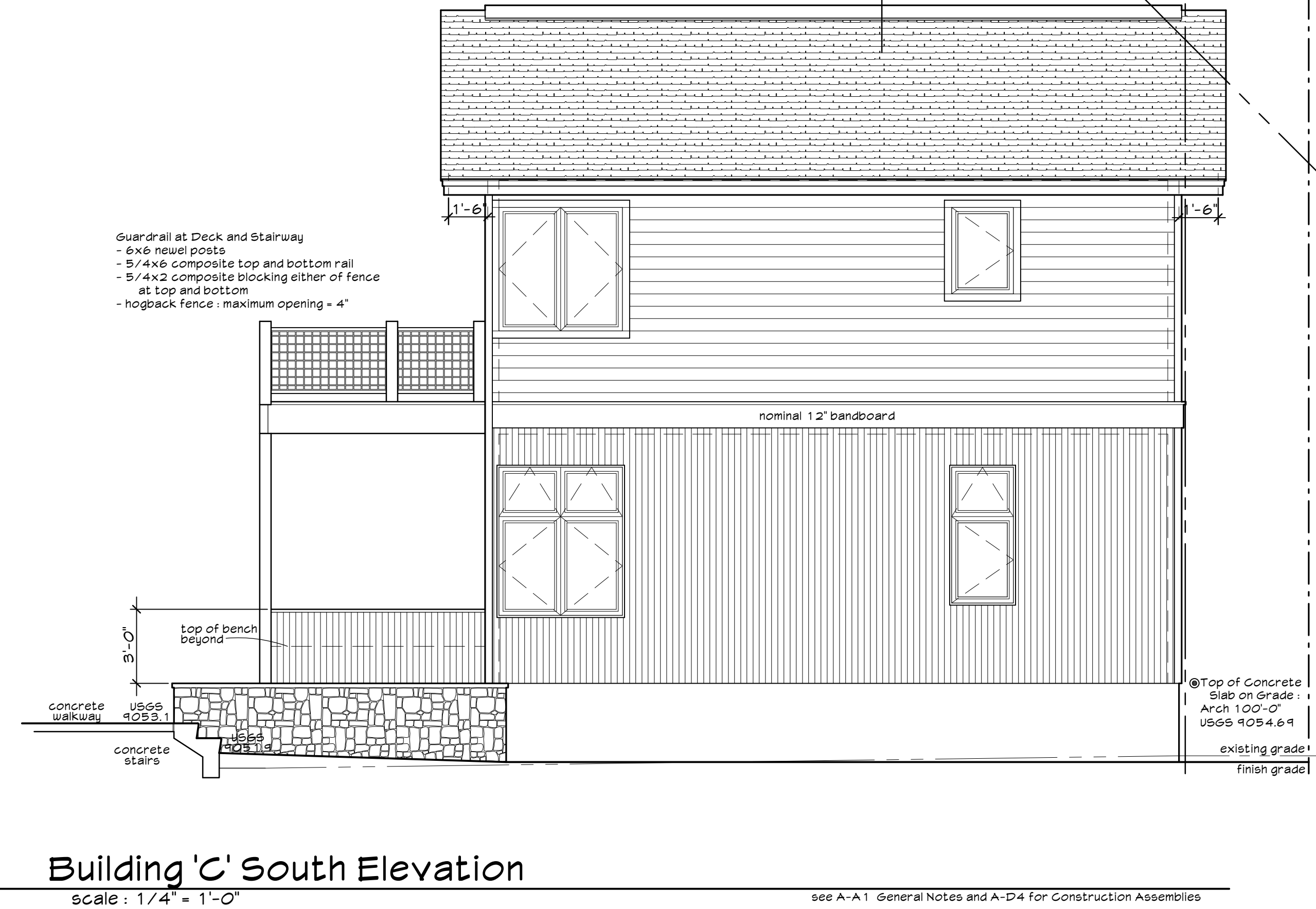
see A-A1 General Notes and A-D4 for Construction Assemblies

- Issued for Building Permit
08.25.2017
- Relinquished for Modification
to Building Permit
10.09.2017
- Relinquished for Modification
to Building Permit VE
02.28.2018

Job No.: 21611
File No.: verrev/1/21611b4.vuf
Date: 02.28.2018
Drawn By: tc3
Checked By: tc3

A-C 1

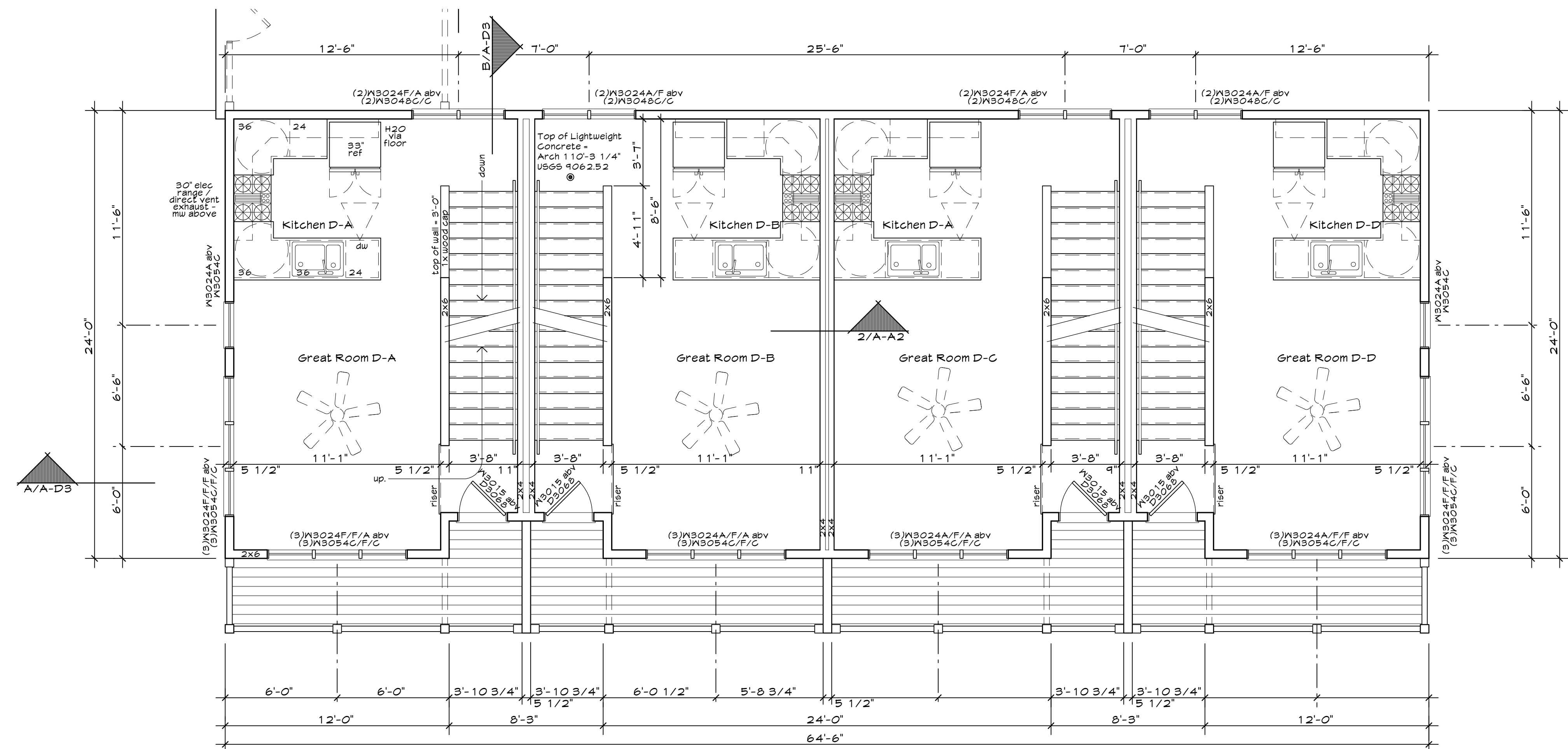
Building 'C' :
the Mary Ruth Place
310 A-B Galena Street
Frisco, Colorado



- Issued for Building Permit 08.25.2017
- released for Modification to Building Permit 10.09.2017
- released for Modification to Building Permit VE 02.28.2018

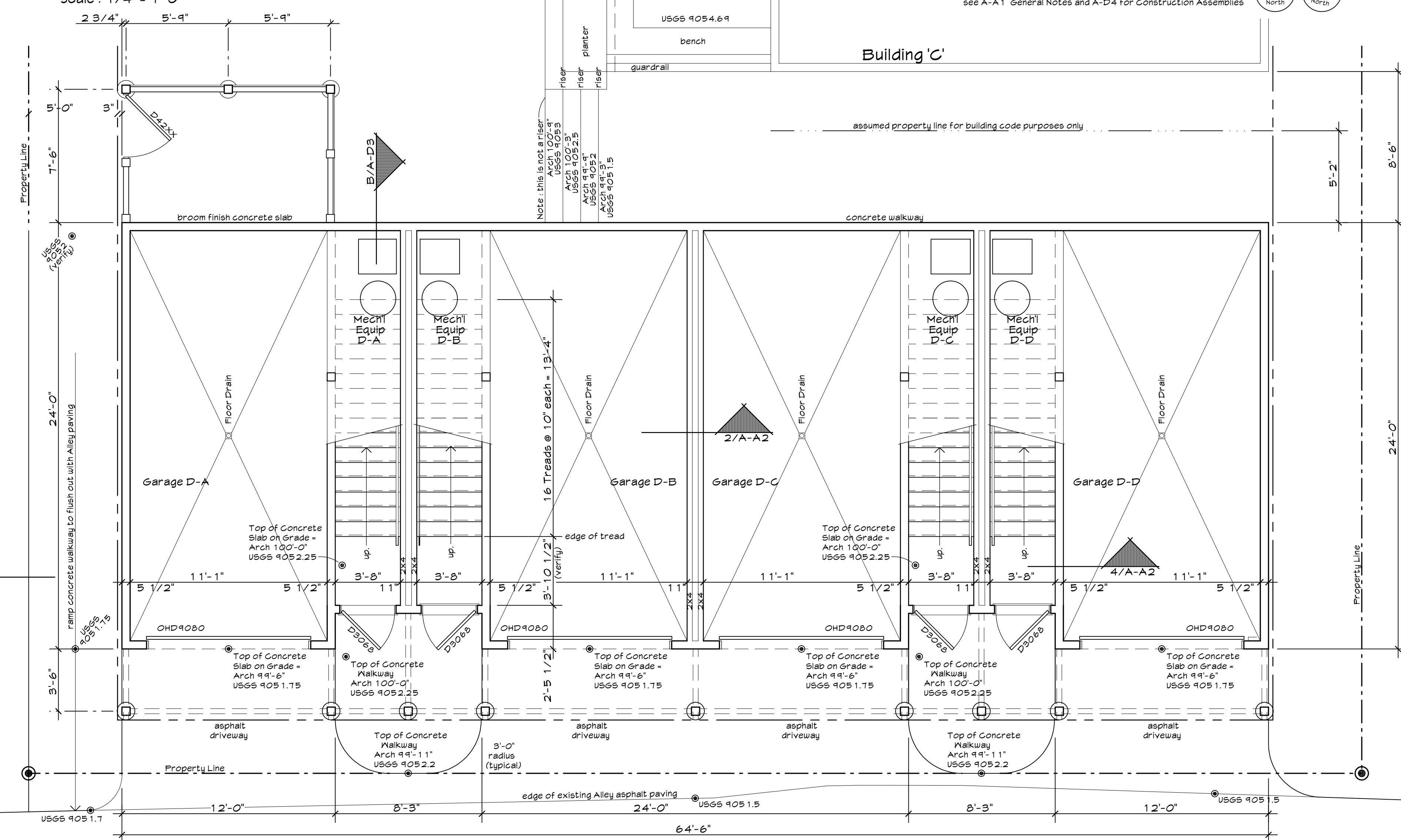
Job No.: 21611
File No.: verev1/21611b4.vuf
Date: 02.28.2018
Drawn By: tc3
Checked By: tc3

A-C2



Building 'D' Mid Level Floor Plan

scale: 1/4" = 1'-0"



Building 'D' Lower Level Floor Plan

scale: 1/4" = 1'-0"

Miscellaneous Window and Door Notes

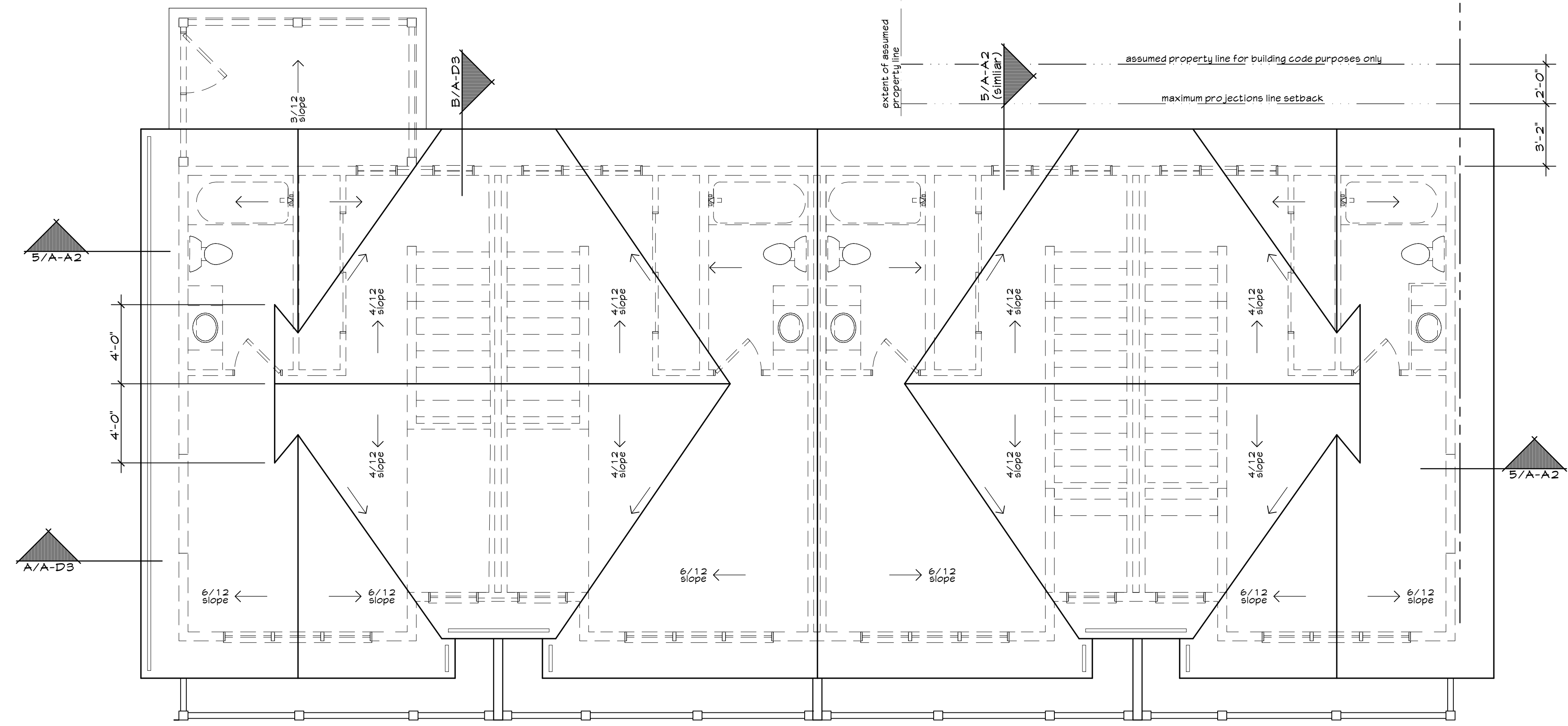
All new interior doors are to be 3 panel in a style as selected by the Architect with the interior finishes packet to be issued later. Designations on the floor plans shown are for new doors, or type of new doors being installed.
Typical Window Designations:
M3024B = Window that is 30" wide x 48" high
Window Abbreviations:
A=Awning / C=Casement / F=Fixed / DH=Double Hung
SH=Single Hung / XX=See Elevations or Field Verify
Note: Multiple designations as viewed from exterior
Typical Door Designations:
D266B = Door 2'-6" wide x 6'-8" high
Door Abbreviations:
PD=Sliding Patio Door / PKD=Pocket Door /
BF=Bi-fold Door / SD=Sliding Door / FD=French Door /
BD = Barn Door / OHD = Overhead Door
SD = Special Door (see detail or drawing) /
XX=See Elevations or Field Verify

Building 'D':
the Mary Ruth Place
311 A-D Galena Street Alley
Frisco, Colorado

- issued for Building Permit
08.25.2017
- re-issued for Modification
to Building Permit
10.09.2017
- re-issued for Modification
to Building Permit VE
02.28.2018

Job No.: 21611
File No.: verev1/21611db.vwf
Date: 02.28.2018
Drawn By: tc3
Checked By: tc3

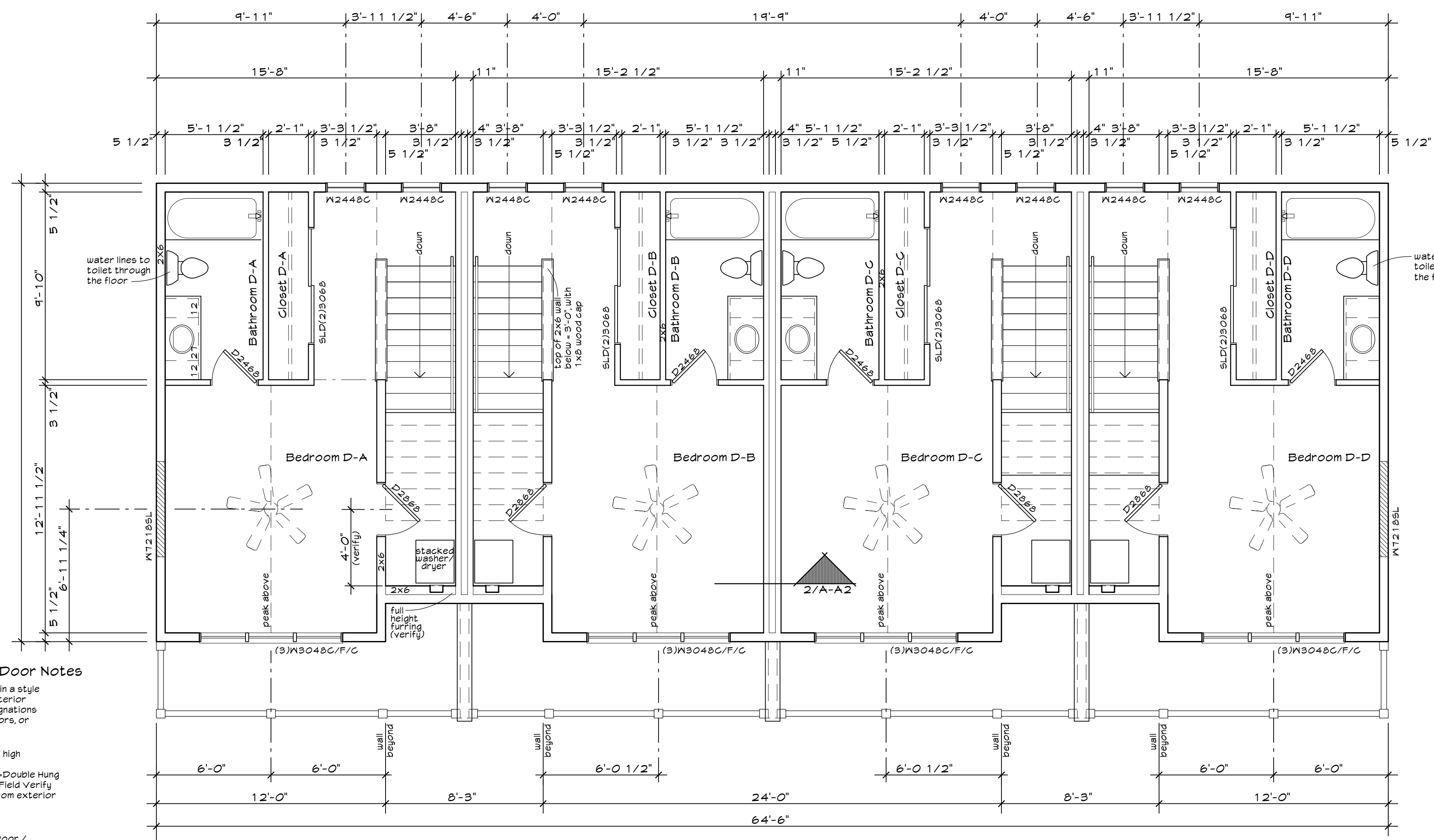
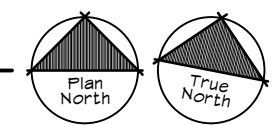
A-D1



Building 'D' Roof Plan

scale : 1/4" = 1'-0"

see A-A1 General Notes and A-D4 for Construction Assemblies



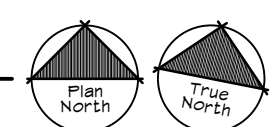
Miscellaneous Window and Door Notes

All new interior doors are to be 3 panel in a style as selected by the Architect with the interior finishes packet to be issued later. Designations on the floor plans shown are for new doors, or type of new doors being installed.
 Typical Window Designations:
 M3048B = Window that is 30" wide X 48" high
 Window Abbreviations:
 A=Awning / C=Casement / F=Fixed / DH=Double Hung
 SH=Single Hung / XX=See Elevations or Field Verify
 Note: Multiple designations as viewed from exterior
 Typical Door Designations:
 D2668 = Door 2'-6" wide X 6'-8" high
 Door Abbreviations:
 PD=Sliding Patio Door / PKD=Pocket Door /
 BF=Bifold Door SLD=Sliding Door / FD=French Door /
 BD = Barn Door / OHD = Overhead Door
 SD = Special Door (see detail or drawing) /
 XX=See Elevations or Field Verify

Building 'D' Upper Level Floor Plan

scale : 1/4" = 1'-0"

see A-A1 General Notes and A-D4 for Construction Assemblies

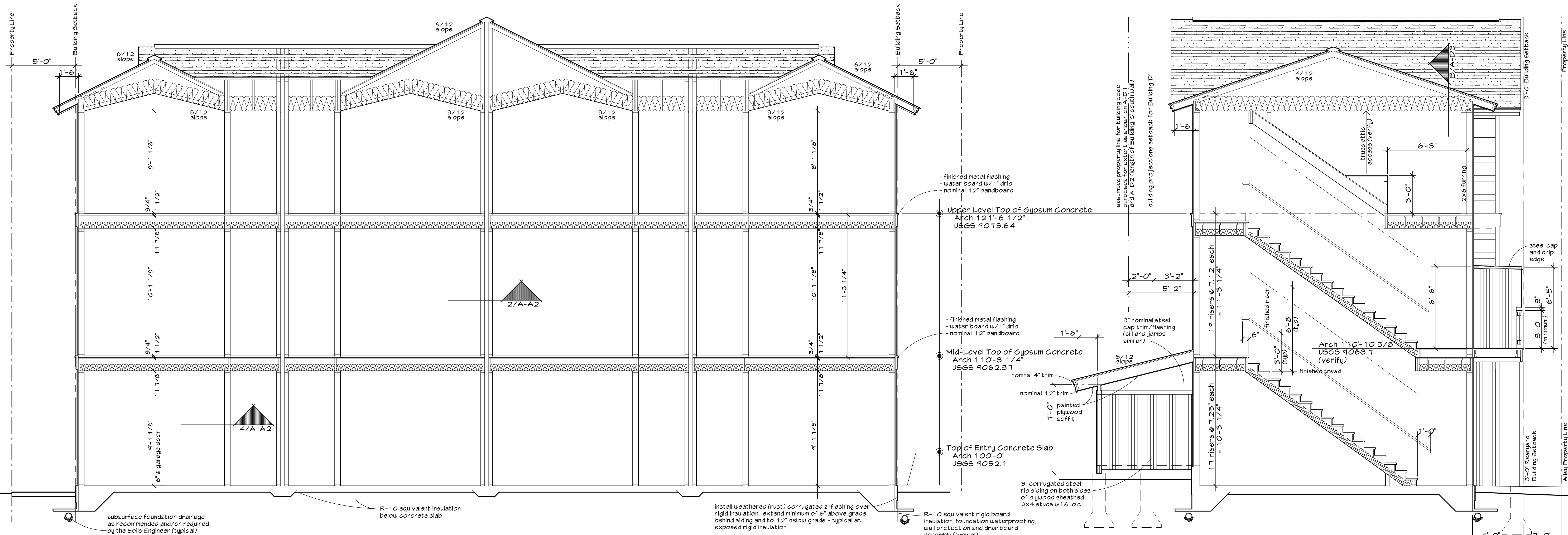


Building 'D' :
the Mary Ruth Place
311 A-D Galena Street Alley
Frisco, Colorado

- issued for Building Permit
08.25.2017
- issued for Modification
to Building Permit
10.09.2017
- issued for Modification
to Building Permit VE
02.28.2018

Job No.: 21611
File No.: verev1/21611d3.vwf
Date: 02.28.2018
Drawn By: tc3
Checked By: tc3

A-D2



Building Section A
scale : 1/4" = 1'-0"

Building Section B
scale : 1/4" = 1'-0"



Building 'D' :
the Mary Ruth Place
311 A-D Galena Street Alley
Frisco, Colorado

- issued for Building Permit 08.25.2017
 - re-issued for Modification to Building Permit 10.09.2017
 - re-issued for Modification to Building Permit VE 02.28.2018

Job No.: 21611
 File No.: verev1/21611d3.vwf
 Date: 02.28.2018
 Drawn By: tc3
 Checked By: tc3

A-D3

TYPICAL WOOD SIDED AND METAL SIDING EXTERIOR WALL CONSTRUCTION :

- siding as shown on elevations or as selected by Owner
- Air Infiltration Barrier/Retarder (20 perm)
- Owner Option : wall rain screen with weep/flashing at bottom of wall
- Wall Sheathing (see Structural Drawings)
- 2x6 Exterior Wall Framing (see Structural Drawings)
- R-23 blown in batt insulation in per Town of Frisco Amendments
- 6 mil Vapor Retarder
- 1/2" Gypsum Wallboard

TYPICAL GABLE AND SHED ROOF (6/12, 8/12 and 3/12) CONSTRUCTION :

- 50 year asphalt composition shingle : style, profile and finish as approved and/or selected by Owner
- Full coverage Ice and Water Shield
- Roof Sheathing (see structural drawings)
- Roof Joists (see structural drawings)
- Minimum R-49 blown-in batt insulation and foam insulation or as recommended by the insulation Contractor for this project location. Install ventilation as recommended by the insulation Contractor
- Vapor retarder
- 1/2" gypsum wallboard or 5/8" Type 'X' gypsum wallboard

TYPICAL DECK ROOF CONSTRUCTION :

- Concrete topping as specified by the Structural Engineer
- Minimum 65 mil, or as recommended by the Roofing Contractor for this project location and environment - roof system to be rated for 1/4" per 1'-0" slope
- Underlayment as required and recommended by membrane manufacturer
- Roof Sheathing (see structural drawings)
- Roof Joists (see structural drawings)
- Minimum R-49 insulation (foam) over living spaces
- Exposed joists or finish as selected by Owner

ICE AND WATER MEMBRANE COVERAGE :

- Install full coverage ice and water membrane over roof sheathing.
- At walls less than 3'-0" in height adjacent to a roof plane, extend for full height to top of the wall
- At walls greater than 3'-0" in height adjacent to a roof plane, extend for a minimum of 3'-0" in height above the roof

TYPICAL FLOOR ASSEMBLY at UPPER LEVEL :

- 1 1/2" lightweight concrete
- Floor Sheathing (see structural drawings)
- Floor Joists (see structural drawings)
- Minimum R-21 batt insulation
- Vapor retarder as required
- resilient channel per detail 1/A-A2
- gypsum wallboard per detail 1/A-A2

One Hour Fired and Sound Rated Assembly :
see detail 1/A-A2

TYPICAL EXTERIOR WALL FLASHING LOCATIONS :

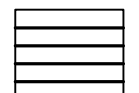



- All flashing to be prefinished to match adjacent material or as selected by the Owner. Typical installation is for flashing to extend up behind material and to provide a drip edge under and/or over finish material depending on the installation.
- At all window and door heads. Extend minimum 2" behind siding.
- At top of horizontal water table/bandboards. Extend minimum 2" behind siding.
- At flush decks and ledge beams. Extend minimum of 12" behind steel angles, over top of ledge beam and down face of ledge beam.
Option : flexible flashings per recommendations of Membrane Contractor.
- At all roof and wall junctions. Minimum of 12" each way.
- At all roof valleys. Minimum of 36" each way.
- At junction of two roofs. Minimum of 24" each way.
- At stone cap junction with dissimilar material. Extend minimum 12" behind siding.
- At any junction of two dissimilar materials. Extend minimum 2" behind upper material.
- At junction of beam and siding, extend flashing up siding minimum of 6".
- At intersection of overhanging concrete and the adjacent wall surface.
- At the junction of the siding and base finish over the rigid insulation at the shallow frost foundation.

Typical Construction Assemblies Units B,C & D



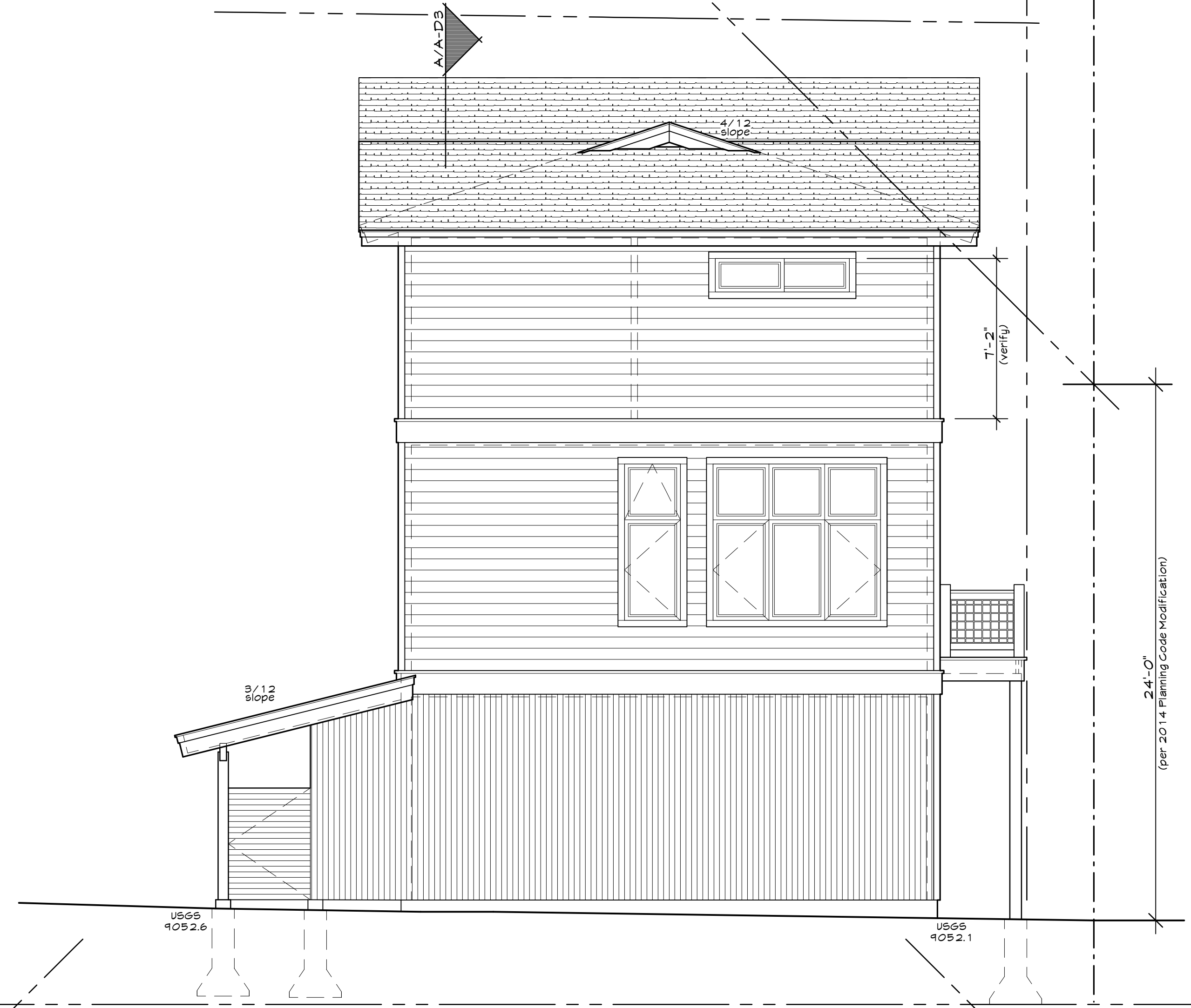
Building 'D' East Elevation
scale : 1/4" = 1'-0"

Materials Legend

	- 6" nominal composite lap siding
	- 50 year asphalt composition shingles
	- composite shake shingle siding (painted)
	- 3" rib corrugated metal siding (muriatic acid wash for rust finish)



Building 'D' North Elevation (Galena Street Alley View)
scale : 1/4" = 1'-0"



Building 'D' West Elevation
scale : 1/4" = 1'-0"

- Issued for Building Permit 08.25.2017
- reissued for Modification to Building Permit 10.09.2017
- reissued for Modification to Building Permit VE 02.28.2018

Job No. : 21611
File No. : verev1/21611d3.vwf
Date : 02.28.2018
Drawn By : tc3
Checked By : tc3

A-D4

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL THE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES TO FIELD LOCATE ALL UTILITIES. LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. UTILITIES SHOWN DO NOT NECESSARILY REPRESENT ALL UTILITIES WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION.
2. LOCATIONS OF EXISTING WATER AND SEWER MAINS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATIONS OF MAINS AND/OR SERVICE STUBS.
3. ALL SITE CONSTRUCTION SHALL CONFORM TO THE STANDARDS OF THE TOWN OF FRISCO AND THE FRISCO SANITATION DISTRICT.
4. EXISTING TOPOGRAPHY IS BASED ON A FIELD SURVEY BY RANGE WEST, INC., DATED APRIL 8, 2005. ELEVATIONS ARE BASED ON U.S.G.S MEAN SEA LEVEL DATUM.
5. SEE PLANS BY OTHERS FOR DEMOLITION LIMITS, RULES AND REGULATIONS.
6. SEE HP GEOTECH 3/29/06 REPORT FOR GEOTECHNICAL RECOMMENDATIONS ASSOCIATED WITH THIS PROJECT. REPORT ALL DISCREPANCIES TO HP GEOTECH IMMEDIATELY.
7. CONTRACTOR TO COORDINATE GAS, ELECTRIC, PHONE AND CATV SERVICE IN A JOINT TRENCH. CONTRACTOR TO COORDINATE WITH OWNER FOR ACTUAL LOCATION OF UTILITIES AND METERS, AND WITH ALL UTILITY COMPANIES NECESSARY FOR PERMITS AND INSTALLATION OF SERVICES.
8. CONTRACTOR TO COORDINATE ANY EXISTING GAS, ELECTRIC, PHONE AND CATV RELOCATION REQUIRED. CONTRACTOR TO COORDINATE WITH OWNER AND ALL NECESSARY UTILITY COMPANIES.
9. CONTRACTOR TO COORDINATE ALL TRAFFIC CONTROL AND ROAD CLOSURES WITH THE TOWN OF FRISCO.

LEGEND

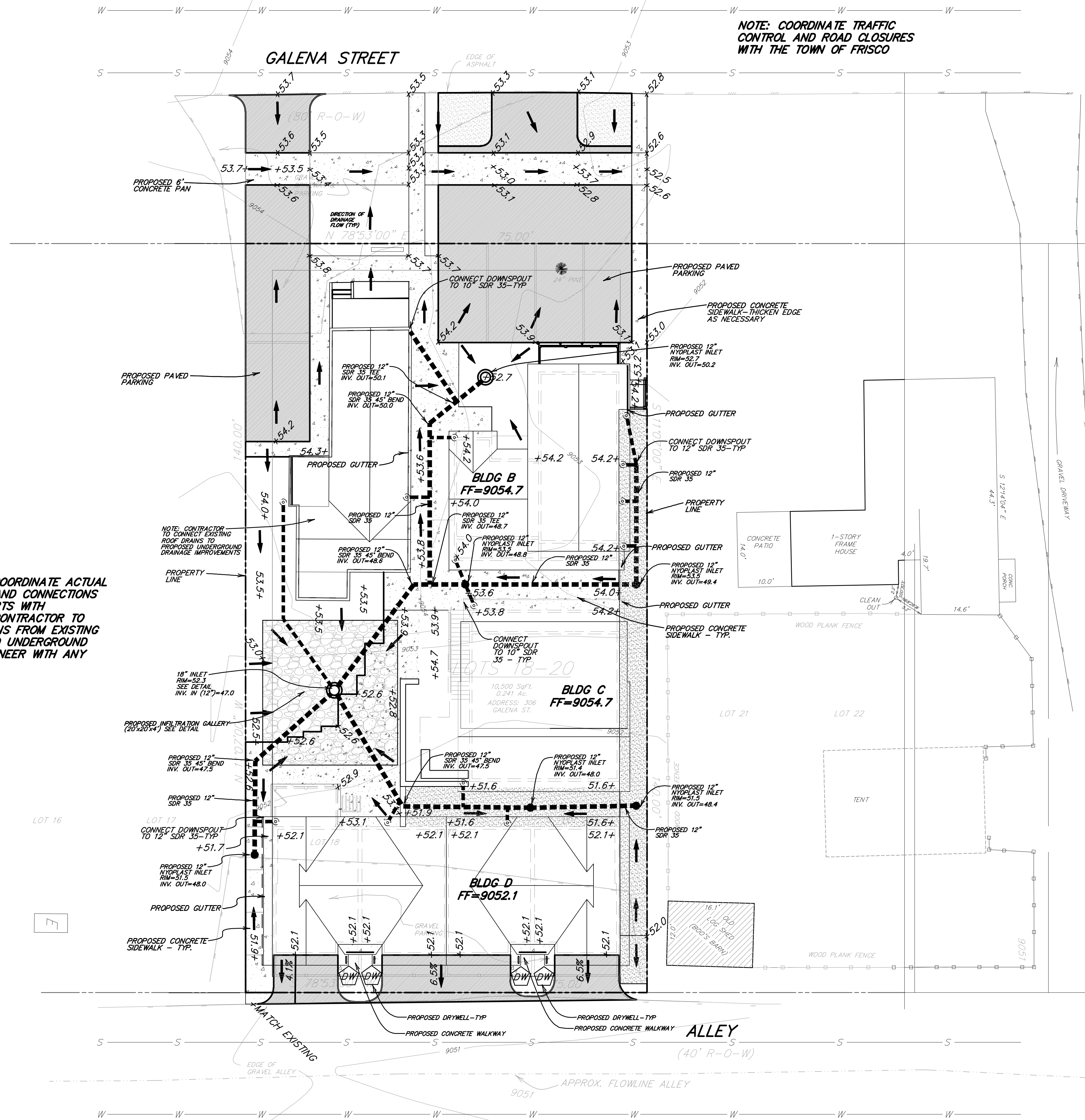
- FOUND No. 4 REBAR
- ◻ FOUND No. 4 REBAR & YELLOW PLASTIC CAP (PLS 10847)
- ◻ SURVEY CONTROL POINT
- WATER VALVE
- FIRE HYDRANT
- WELL
- CURB STOP (WATER SERVICE)
- SEWER CLEAN OUT
- SEWER STUB
- ◻ UTILITY PEDESTAL
- ◻ UTILITY POLE
- LIGHT POLE
- SEWER MANHOLE
- TRANSFORMER
- PINE TREE WITH TRUNK DIAMETER LOCATED TREES
- SPOT ELEVATION
- m. MEASURED COURSE
- p. PLATTED COURSE
- c. CALCULATED COURSE

NOTE: CONTRACTOR TO COORDINATE ACTUAL ROOF DRAIN LOCATIONS AND CONNECTIONS TO UNDERGROUND CULVERTS WITH ARCHITECTURAL PLANS. CONTRACTOR TO CONNECT ALL ROOF DRAINS FROM EXISTING STRUCTURE TO PROPOSED UNDERGROUND CULVERTS. CONTACT ENGINEER WITH ANY CONFLICTS.

NOTE: CONTRACTOR TO COORDINATE AND INSTALL THE PROPOSED IRRIGATION SLEEVES. SEE LANDSCAPE PLANS FOR DETAILS AND LOCATIONS OF SLEEVES AND IRRIGATION SYSTEM.

NOTE: COORDINATE TRAFFIC CONTROL AND ROAD CLOSURES WITH THE TOWN OF FRISCO

NOTE: COORDINATE TRAFFIC CONTROL AND ROAD CLOSURES WITH THE TOWN OF FRISCO

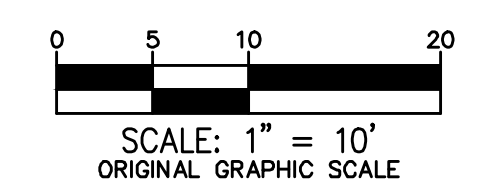


No.	Revision/Issue	Date	Description
5	BID DOCUMENTS	2/28/18	
4	REVISED	2/21/18	REVISED PER COMMENTS
3	REVISED	10/29/17	REVISED PER NORRIS
2	TOF SUBMITTAL	8/25/17	ISSUED FOR BUILDING PERMIT
1	TOF SUBMITTAL	6/12/17	TOF SUBMITTAL

TEN MILE ENGINEERING, INC.
Professional Civil Engineers
Po Box 1785
Frisco, CO 80443
970.485.5773
tenmileengineer@aol.com

MARY RUTH WORKFORCE HOUSING
306 - 312 GALENA STREET
TOWN OF FRISCO, COLORADO
GRADING AND DRAINAGE PLAN

Project	MARY RUTH WORKFORCE
Date	6/12/17
Scale	1" = 10'
Sheet	C2
	SHEET 1 OF 3



CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

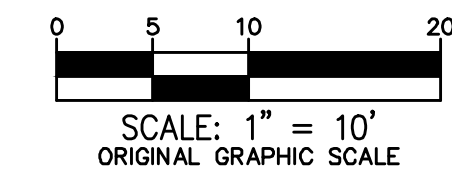
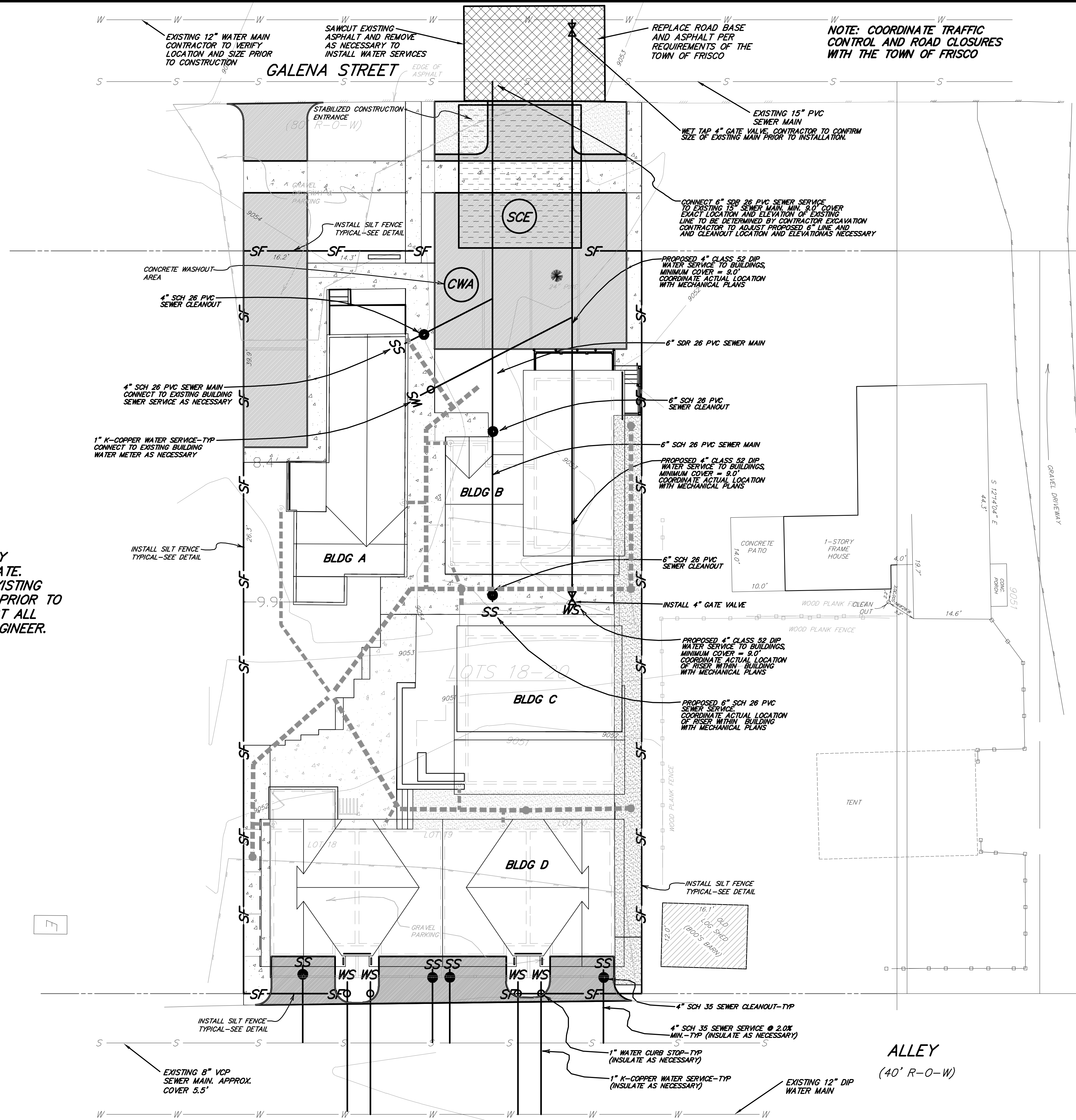
GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL THE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES TO FIELD LOCATE ALL UTILITIES. LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. UTILITIES SHOWN DO NOT NECESSARILY REPRESENT ALL UTILITIES WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION.
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5. SEE PLANS BY OTHERS FOR DEMOLITION LIMITS, RULES AND REGULATIONS.
6. SEE HP GEOTECH 3/29/06 REPORT FOR GEOTECHNICAL RECOMMENDATIONS ASSOCIATED WITH THIS PROJECT. REPORT ALL DISCREPANCIES TO HP GEOTECH IMMEDIATELY.
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8. CONTRACTOR TO COORDINATE ANY EXISTING GAS, ELECTRIC, PHONE AND CATV RELOCATION REQUIRED. CONTRACTOR TO COORDINATE WITH OWNER AND ALL NECESSARY UTILITY COMPANIES.
9. CONTRACTOR TO COORDINATE ALL TRAFFIC CONTROL AND ROAD CLOSURES WITH THE TOWN OF FRISCO.

LEGEND

- FOUND No. 4 REBAR
- ◻ FOUND No. 4 REBAR & YELLOW PLASTIC CAP (PLS 10847)
- CP Δ SURVEY CONTROL POINT
- WATER VALVE
- ⊕ FIRE HYDRANT
- ⊙ WELL
- CURB STOP (WATER SERVICE)
- SEWER CLEAN OUT
- SEWER STUB
- ◻ UTILITY PEDESTAL
- ∅ UTILITY POLE
- ☆ LIGHT POLE
- ⊙ SEWER MANHOLE
- ⊕ TRANSFORMER
- PINE TREE WITH TRUNK DIAMETER LOCATED TREES
- 69.2 x SPOT ELEVATION
- m. MEASURED COURSE
- p. PLATTED COURSE
- c. CALCULATED COURSE

NOTE: ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY EXISTING LOCATION AND ELEVATION PRIOR TO CONSTRUCTION AND REPORT ALL DISCREPANCIES TO THE ENGINEER.



CALL UTILITY NOTIFICATION CENTER OF COLORADO

811

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

NOTE: COORDINATE TRAFFIC CONTROL AND ROAD CLOSURES WITH THE TOWN OF FRISCO

REPLACE ROAD BASE PER REQUIREMENTS OF THE TOWN OF FRISCO



No.	Revision/Issue	Date	Description
5	BID DOCUMENTS	2/28/18	BID DOCUMENTS
4	REVISED	2/21/18	REVISED PER WATER AND SEWER COMMENTS
3	REVISED	10/9/17	REVISED PER NORRIS
2	TOF SUBMITTAL	8/25/17	ISSUED FOR BUILDING PERMIT
1	TOF SUBMITTAL	6/12/17	TOF SUBMITTAL

TEN MILE ENGINEERING, INC.
Professional Civil Engineers
Po Box 1785
Frisco, CO 80443
970.485.5773
tenmileengineer@aol.com

MARY RUTH WORKFORCE HOUSING
306 - 312 GALENA STREET
TOWN OF FRISCO, COLORADO
EROSION CONTROL AND UTILITY PLAN

Project	MARY RUTH WORKFORCE
Date	6/12/17
Scale	1" = 10'
Sheet	C3

SHEET 1 OF 3

THE STRUCTURAL ENGINEERS SEAL ON THIS DRAWING INDICATES THAT THE INFORMATION SHOWN AND THE CALCULATIONS PERTAINING TO THAT INFORMATION HAVE BEEN PREPARED BY QUALIFIED PEOPLE UNDER THE DIRECTION OF THE ENGINEER-OF-RECORD. THE SEAL DOES NOT IMPLY RESPONSIBILITY FOR INFORMATION PREPARED BY OTHERS NOR FOR ANY INFORMATION NOT SHOWN ON THIS DRAWING AND SUCH RESPONSIBILITY IS SPECIFICALLY DISCLAIMED. ON PHASED PROJECTS, DRAWINGS THAT ARE ISSUED BUT NOT SEALED SHALL BE CONSIDERED TO BE PRELIMINARY IN NATURE AND ARE ISSUED FOR INFORMATION ONLY.

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THE MARY RUTH PLACE
306 - 308 - 310 - 312 GALENA STREET
FRISCO, COLORADO

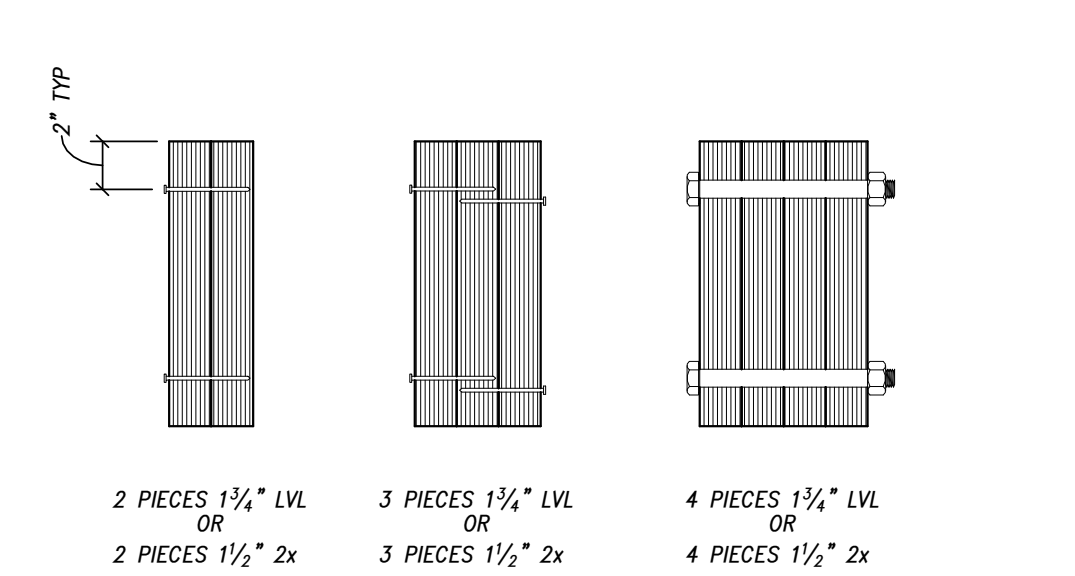
TYPICAL DETAILS

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CONSTRUCTION	10.09.2017
REVISION 1	02.28.2017

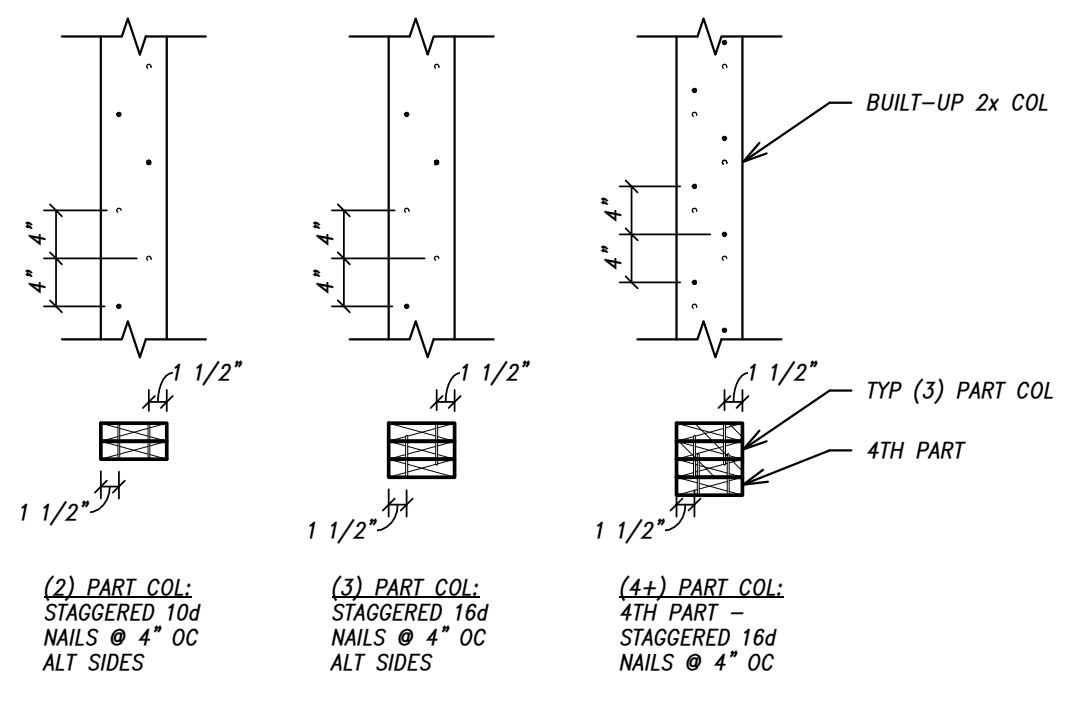
PROJECT NUMBER: A0379

S1.1



NOTES:
ALL MULTIPLE WOOD MEMBERS MUST BE FASTENED TOGETHER TO ACT AS A SINGLE UNIT. LAMINATIONS SHALL BE CONTINUOUSLY GLED WITH EXTERIOR GLUE AND NAILED WITH TWO ROWS OF 16d @ 12" O.C. OR BOLTED WITH TWO ROWS OF 1/2" A307 @ 12" O.C. (SEE DETAIL ABOVE). LAMINATIONS SHALL BE DRY (LESS THAN 16% MOISTURE CONTENT) WHEN GLED. DO NOT SPLICE LAMINATIONS.

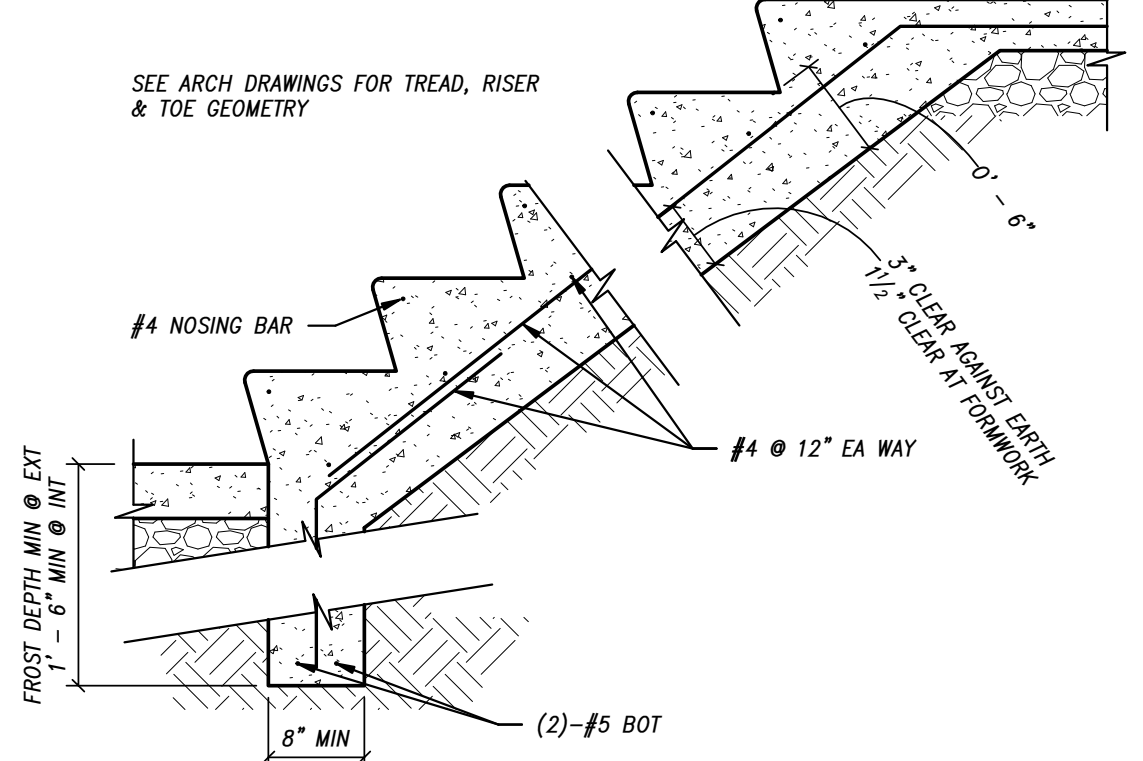
8 TYPICAL BUILT-UP BEAM
1 1/2" = 1'-0"



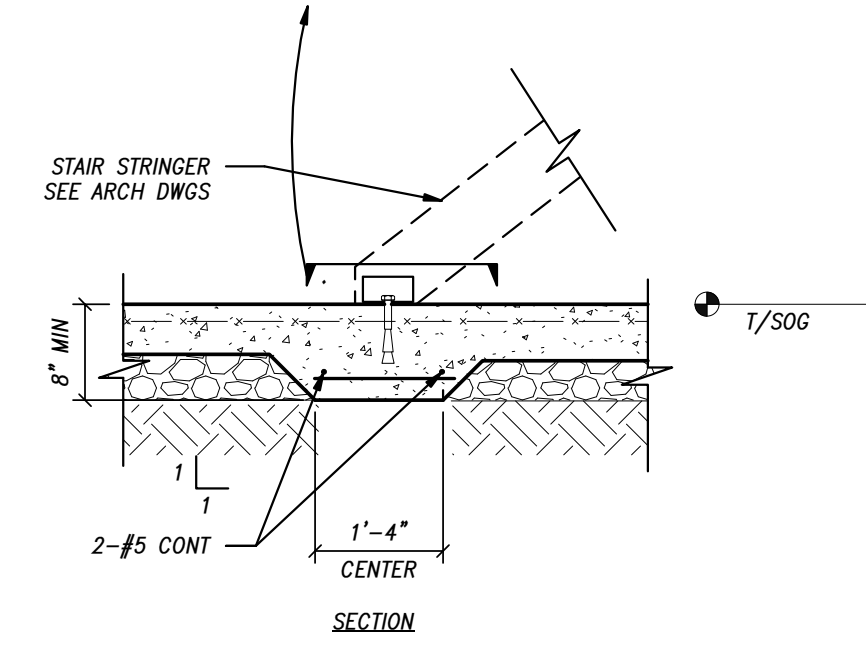
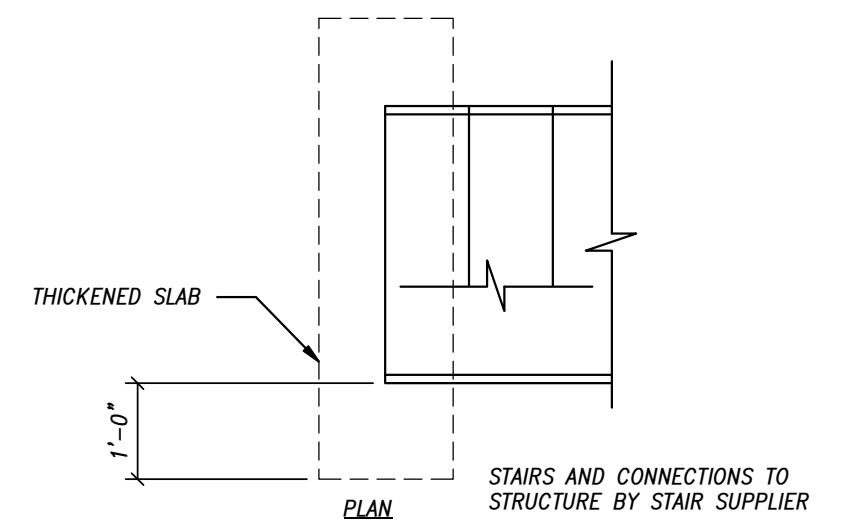
7 TYP BUILT-UP 2x COL
3/4" = 1'-0"

TYPICAL IBC MINIMUM NAILING REQUIREMENTS		
CONNECTION	COMMON NAILS	LOCATION
1. JOIST OR RAFTERS AT ALL BEARINGS	3-8d	TOENAIL
2. BRIDGING TO JOIST	2-8d	TOE NAIL EA END
3. 1"x6" SUBFLOOR OR LESS TO EA JOIST	2-8d	FACE NAIL
4. WIDER THAN 1"x6" SUBFLOOR TO EA JOIST	3-8d	FACE NAIL
5. 2" SUBFLOOR TO JOIST OR GIRDER	2-16d	BLIND AND FACE
6. SOLE PLATE TO JOIST OR BLOCKING	16d@16" OC	FACE NAIL
7. TOP PLATE TO STUD	2-16d	END NAIL
8. STUD TO SOLE PLATE	4-8d OR 2-16d	TOE NAIL END NAIL
9. DOUBLE STUDS	16d@24" OC	FACE NAIL
10. DOUBLE TOP PLATES	16d@16" OC 8-16d EA SIDE OF SPLICE	FACE NAIL LAP SPLICE FACE NAIL
11. BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATE	3-8d	TOE NAIL
12. BLOCKING BETWEEN STUDS	2-10d	TOE NAIL
13. RIM JOIST TO TOP PLATE	8d@6" OC	TOE NAIL
14. CONTINUOUS HEADER, TWO PIECES	16d@16" OC	ALONG EA EDGE
15. CEILING JOIST TO TOP PLATE	3-8d	TOE NAIL
16. CONTINUOUS HEADER TO STUD	4-8d	TOE NAIL
17. CEILING JOISTS, LAPS OVER PARTITIONS	3-16d	FACE NAIL
18. CEILING JOISTS TO PARALLEL RAFTERS	3-16d	FACE NAIL
19. 1" DIAGONAL BRACE TO EACH STUD AND PLATE	2-8d	FACE NAIL
20. 1"x8" SHEATHING TO EACH BEARING	3-8d	FACE NAIL
21. WIDER THAN 1"x8" SHEATHING TO EACH BEARING	3-8d	FACE NAIL
22. BUILT-UP CORNER STUDS	16d@24" OC	FACE NAIL
23. BUILT-UP GIRDER AND BEAMS	20d@32" OC 2-20d	FACE NAIL TAB STAGGER OPPOSITE SIDES FACE NAIL AT ENDS AND AT EA SPLICE
24. 2" PLANKS	16d @ EA BEARING	FACE NAIL
25. WOOD STRUCTURAL PANELS	--	SEE GENERAL NOTES AND TYPICAL DETAILS

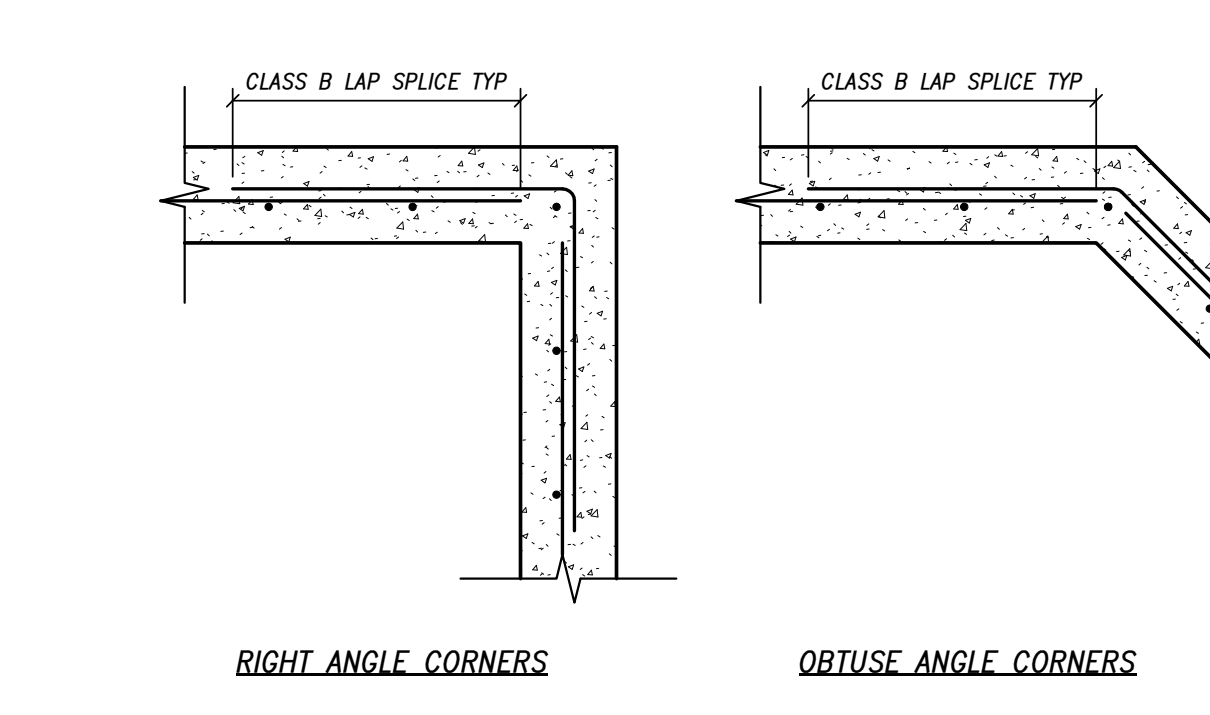
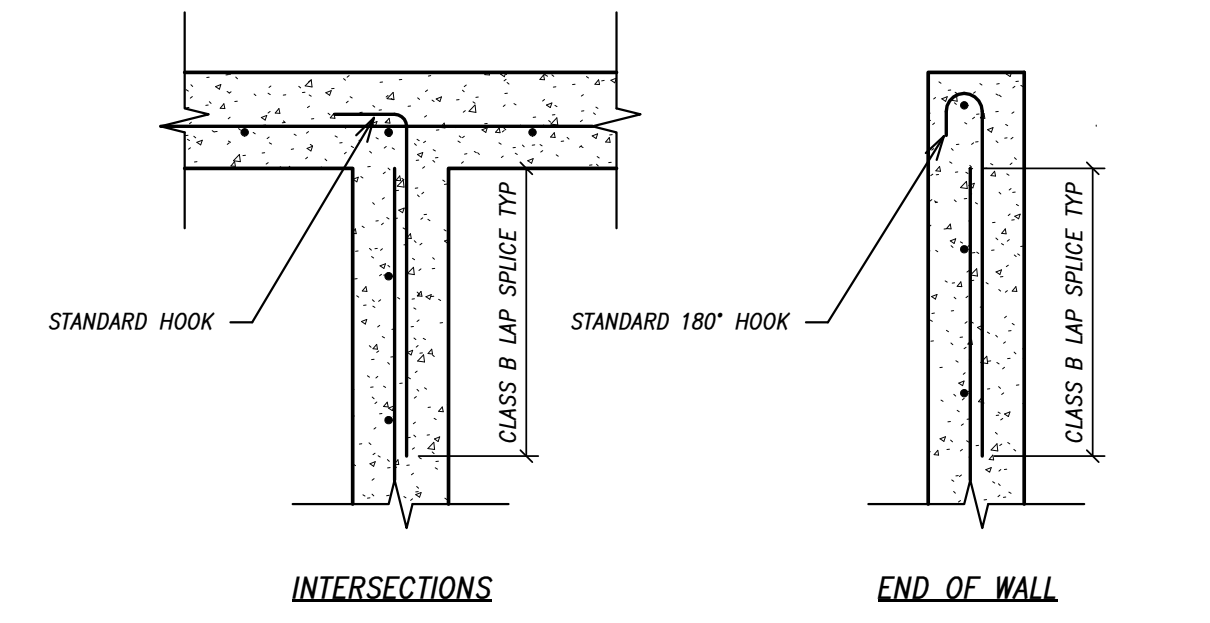
6 TYP MIN NAILING REQMTNS
3/4" = 1'-0"



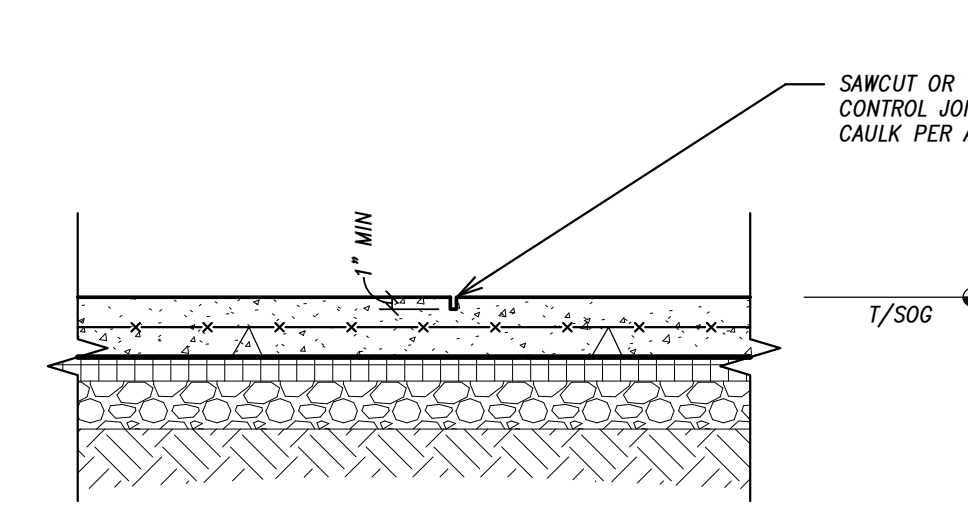
5 TYP SOG STAIR
3/8" = 1'-0"



4 TYP THICKENED SOG AT STAIR
1/2" = 1'-0"

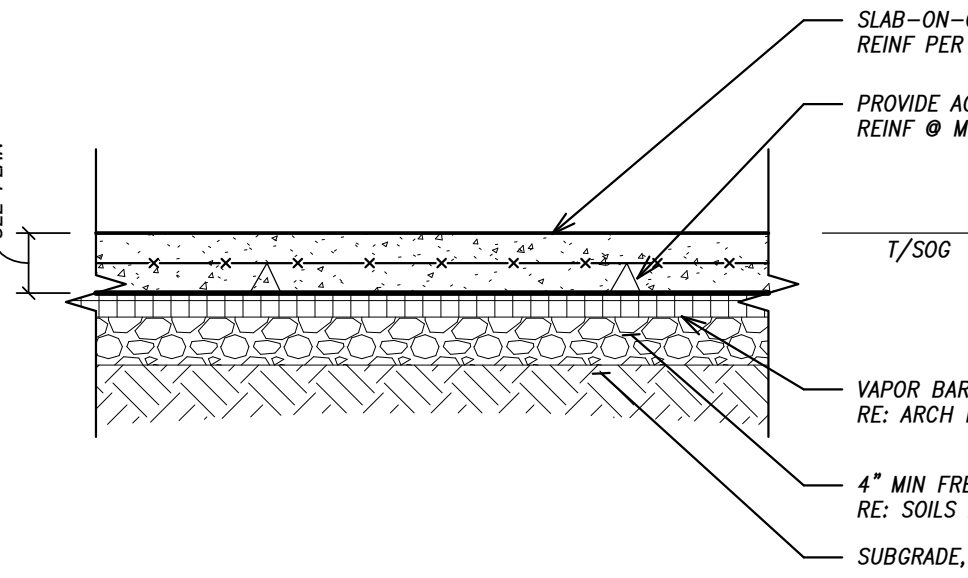


3 TYP WALL CORNER REINF
3/4" = 1'-0"

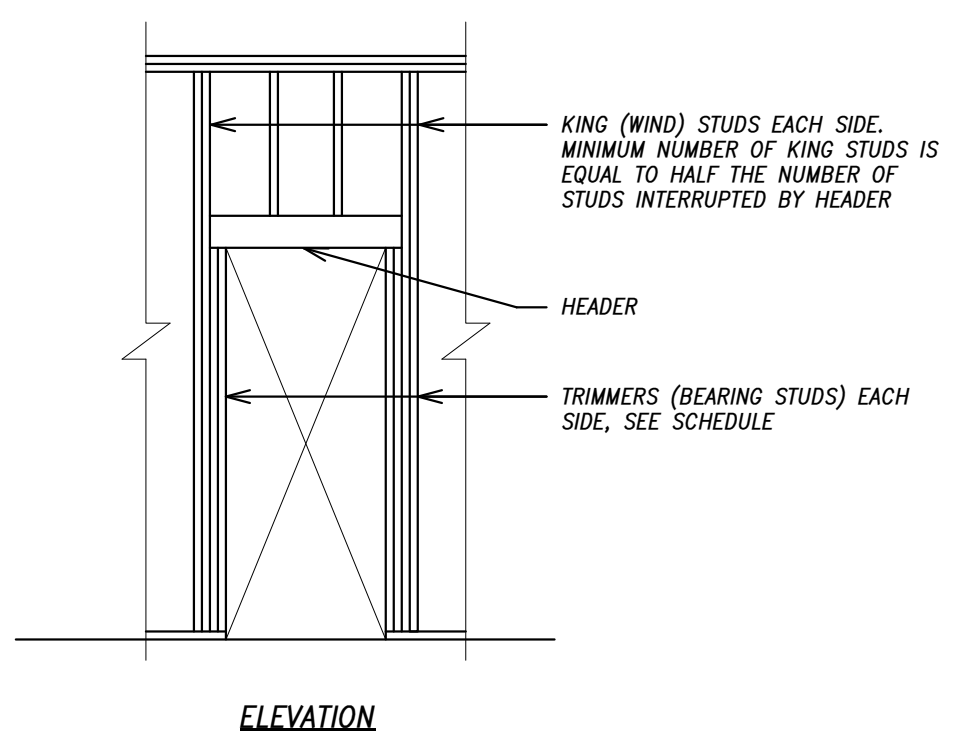


NOTES:
1. SAWCUT CONTROL JOINT WITHIN 8 HOURS OF PLACEMENT
2. PROVIDE CONTROL JOINTS AT 15 FT MAX OC EACH WAY UNO
3. RE: ARCH FOR CONTROL JOINT LAYOUT

2 TYP SOG CONTROL JOINT
3/4" = 1'-0"



1 TYP SOG
3/4" = 1'-0"



SPAN	DIMENSIONED LUMBER		LVL ALTERNATES	NO. OF BEARING STUDS AT EACH END
	HEMP-FIR			
3'-0"	(2) 2x10 or (3) 2x8	(2) 1 1/4"x5 1/2" or (3) 1 1/4"x5 1/2"	2	
4'-0"	(2) 2x12 or (3) 2x12	(2) 1 1/4"x7 1/4" or (3) 1 1/4"x5 1/2"	2	
5'-0"	N/A (3) 2x12	(2) 1 1/4"x7 1/4" or (3) 1 1/4"x7 1/4"	2	
6'-0"	N/A	(2) 1 1/4"x9 1/4" or (3) 1 1/4"x7 1/4"	2	
7'-0"	N/A	(2) 1 1/4"x11 1/4" or (3) 1 1/4"x9 1/4"	3	
8'-0"	N/A	(2) 1 1/4"x11 1/4" or (3) 1 1/4"x9 1/4"	3	
9'-0"	N/A	(2) 1 1/4" x 14" or (3) 1 1/4"x11 1/4"	3	
10'-0"	N/A	(2) 1 1/4"x16" or (3) 1 1/4"x11 1/4"	3	

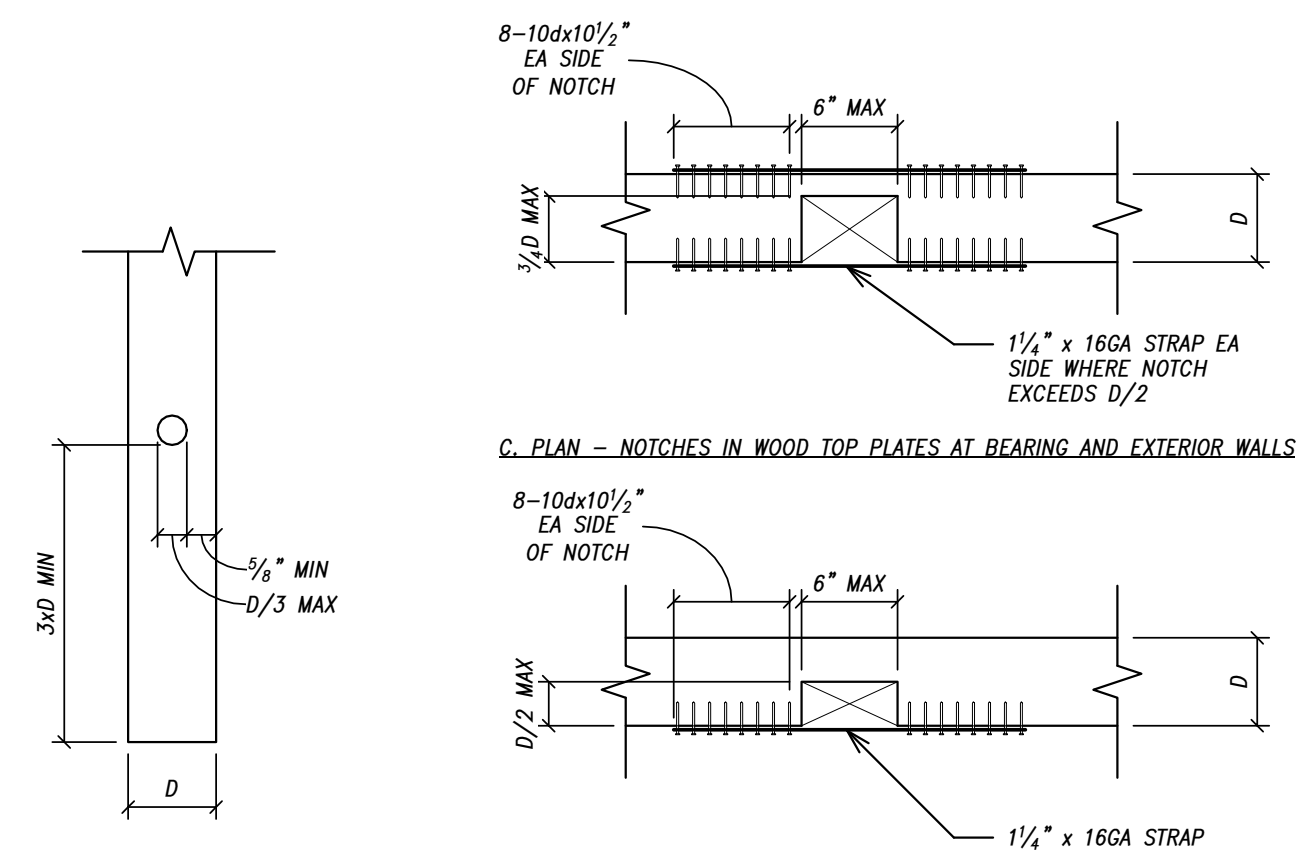
HEADERS IN LOAD BEARING AND EXTERIOR WALLS

SPAN	DIMENSIONED LUMBER		LVL ALTERNATES	NO. OF BEARING STUDS AT EACH END
	HEMP-FIR			
3'-0"	(2) 2x4 or (3) 2x4	(2) 1-3/4"x5-1/2" or (3) 1-3/4"x5-1/2"	1	
4'-0"	(2) 2x6 or (3) 2x4	(2) 1-3/4"x5-1/2" or (3) 1-3/4"x5-1/2"	1	
5'-0"	(2) 2x6 or (3) 2x6	(2) 1-3/4"x5-1/2" or (3) 1-3/4"x5-1/2"	1	
6'-0"	(2) 2x8 or (3) 2x6	(2) 1-3/4"x5-1/2" or (3) 1-3/4"x5-1/2"	1	
7'-0"	(2) 2x10 or (3) 2x8	(2) 1-3/4"x7-1/4" or (3) 1-3/4"x5-1/2"	1	
8'-0"	(2) 2x10 or (3) 2x8	(2) 1-3/4"x7-1/4" or (3) 1-3/4"x7-1/4"	1	
9'-0"	(2) 2x12 or (3) 2x10	(2) 1-3/4"x7-1/4" or (3) 1-3/4"x7-1/4"	1	
10'-0"	N/A (3) 2x12	(2) 1-3/4"x9-1/4" or (3) 1-3/4"x7-1/4"	1	

RECOMMENDED HEADERS IN NON-LOAD BEARING WALLS

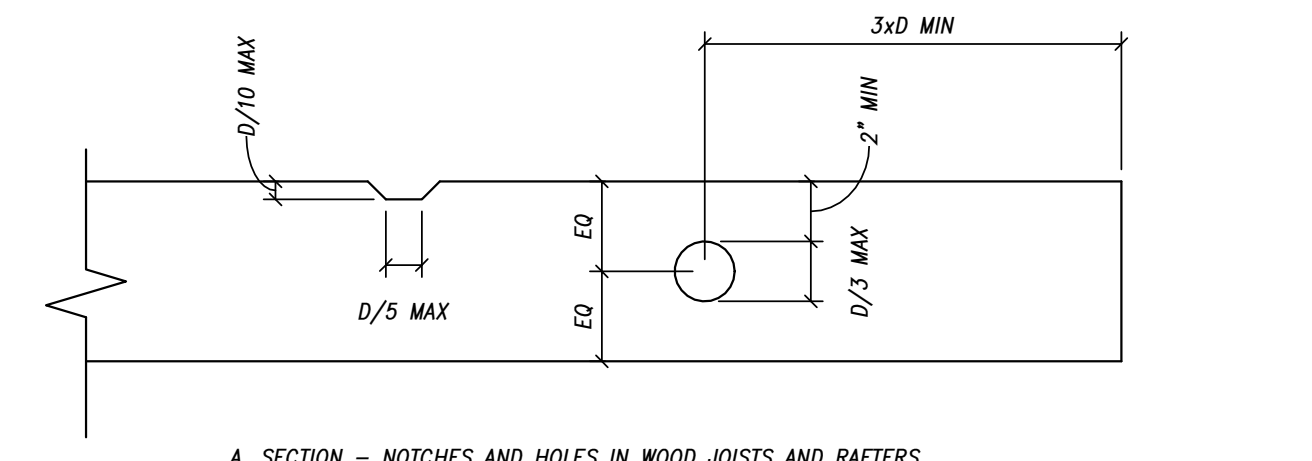
NOTES:
1. THIS SCHEDULE APPLIES TO HEADERS WHICH ARE NOT EXPLICITLY CALLED OUT ON PLAN WITH SPANS OF 10'-0" OR LESS
2. HEADERS IN LOAD BEARING WALLS DESIGNED FOR 1500 PLF DEAD + LIVE LOAD.
3. HEADERS IN NON-LOAD BEARING WALLS DESIGNED FOR 400 PLF DEAD + LIVE LOAD.
4. DIMENSIONED LUMBER HEADERS TO BE No. 2 HEMP-FIR.
5. LVL = LAMINATED VENER LUMBER
6. DEFLECTION CRITERIA IS L/360
7. HEADERS SUPPORTING POINT LOADS FROM BEAMS OR COLUMNS SHOULD NOT BE SIZED FROM THIS TABLE. NOTIFY STRUCTURAL ENGINEER.

10 TYP WOOD HEADER SCHED
1 : 1



C. PLAN - NOTCHES IN WOOD TOP PLATES AT BEARING AND EXTERIOR WALLS

D. SECTION - HOLES IN WOOD STUDS (NOTCHES NOT PERMITTED IN STUDS)

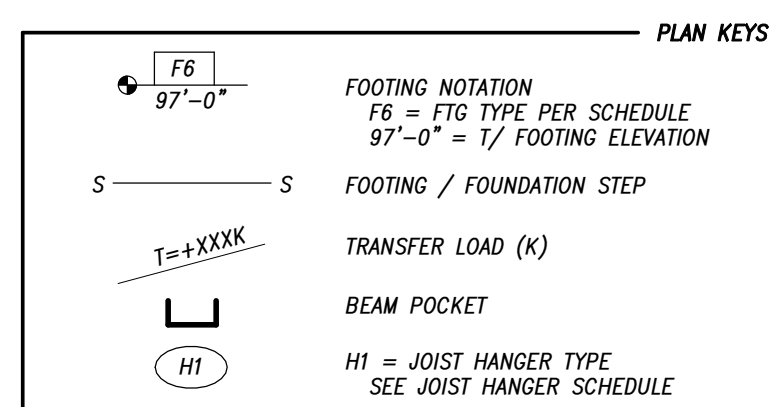
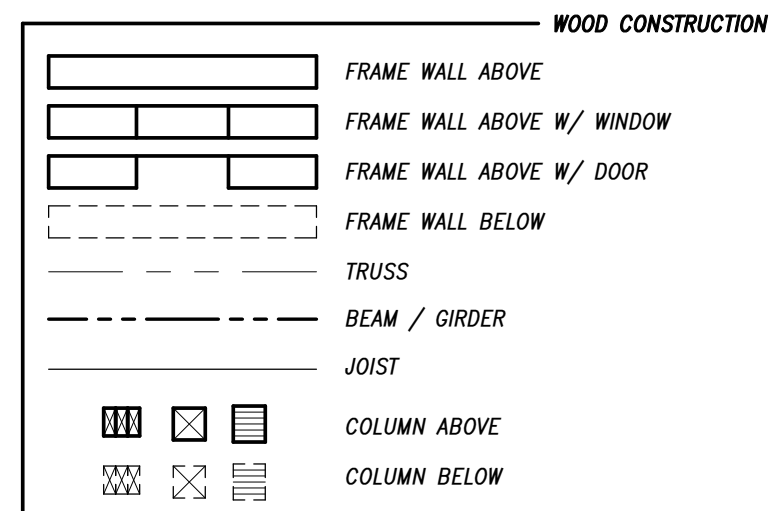
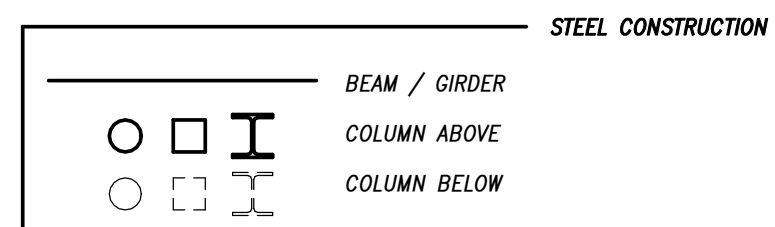
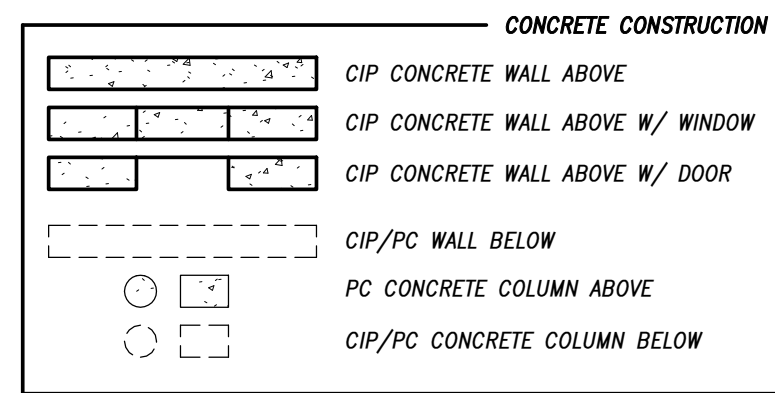


A. SECTION - NOTCHES AND HOLES IN WOOD JOISTS AND RAFTERS

NOTES:
1. CONTACT STRUCTURAL ENGINEER FOR HOLES/NOTCHES EXCEEDING ABOVE LIMITATIONS.
2. FOR ENGINEERED WOOD PRODUCTS, SEE MANUFACTURER'S RECOMMENDATIONS FOR NOTCHES AND HOLES.

WOOD 05 - TYP REQMTNS FOR HOLES & NOTCHES IN WOOD MEM.
1" = 1'-0"

PLAN LEGEND



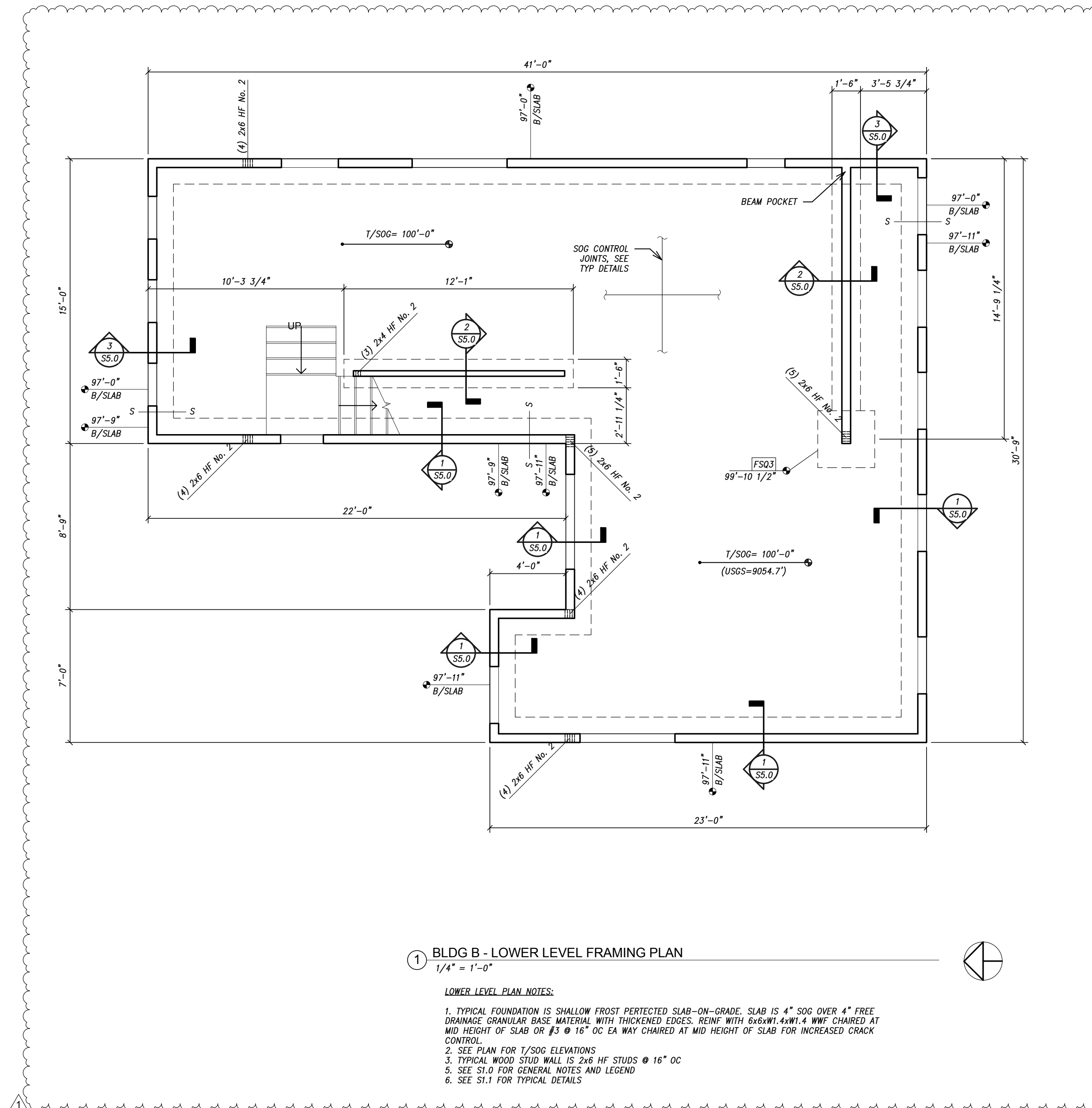
ISOLATED FOOTING SCHEDULE

MARK	WIDTH "B"	LENGTH "L"	THICKNESS	REINFORCEMENT	COMMENT
BF28	3'-0"	3'-0"	1'-0"	(4) #5 EW BOT	BIGFOOT
FSQ3					

FOOTING NOTES:

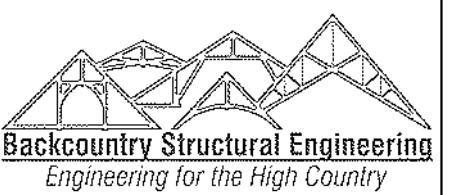
- FOOTINGS SHALL BEAR ON PROOF ROLLED NATIVE SOIL OR COMPACTED FILL AS SPECIFIED IN THE SOILS REPORT.
- ALL BEARING MATERIAL SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO CONCRETE PLACEMENT. THE GEOTECHNICAL ENGINEER SHALL BE THE SOLE JUDGE AS TO THE SUITABILITY OF THE BEARING MATERIAL.
- FOOTINGS DESIGNED FOR ALLOWABLE BEARING PRESSURE OF 3000 P/SF.
- CENTER CONTINUOUS FOOTING UNDER WALLS AND COLUMN FOOTINGS ARE CENTERED UNDER COLUMNS, UNO.
- BEARING ELEVATIONS ARE SUBJECT TO ADJUSTMENT AS REQUIRED BY SUITABILITY OF BEARING MATERIAL.
- DOWELS TO MATCH VERTICAL WALL AND PLASTER REINF. UNO EXTEND DWLS 24" MIN. ABOVE FTG. UNO.
- SEE COLUMN SCHEDULE AND WALL DETAILS FOR FOOTING DOWELS.
- SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

2 FOOTING SCHEDULE
1/2" = 1'-0"



1 BLDG B - LOWER LEVEL FRAMING PLAN
1/4" = 1'-0"

- LOWER LEVEL PLAN NOTES:**
- TYPICAL FOUNDATION IS SHALLOW FROST PERPECTED SLAB-ON-GRADE. SLAB IS 4" SOG OVER 4" FREE DRAINAGE GRANULAR BASE MATERIAL WITH THICKENED EDGES. REINF WITH 6x6W11.6W11.4 W/F CHAIRED AT MID HEIGHT OF SLAB OR #3 @ 16" OC EA WAY CHAIRED AT MID HEIGHT OF SLAB FOR INCREASED CRACK CONTROL.
 - SEE PLAN FOR T/SOG ELEVATIONS
 - TYPICAL WOOD STUD WALL IS 2x6 HF STUDS @ 16" OC
 - SEE S1.0 FOR GENERAL NOTES AND LEGEND
 - SEE S1.1 FOR TYPICAL DETAILS



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BLDG B - FOUNDATION AND LOWER LEVEL

TITLE

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BLDG B - UPPER LEVEL AND ROOF

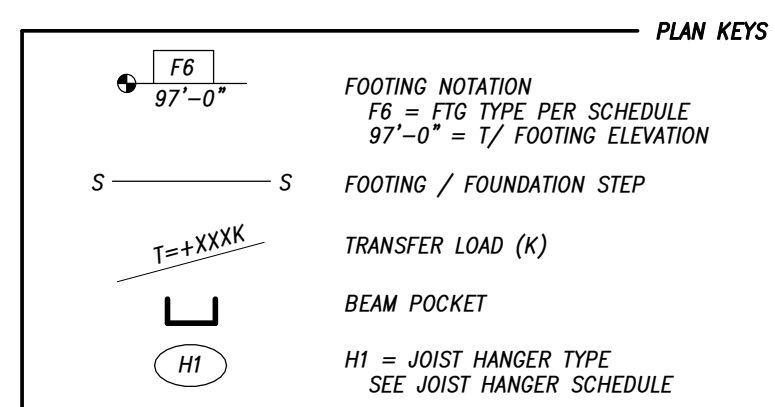
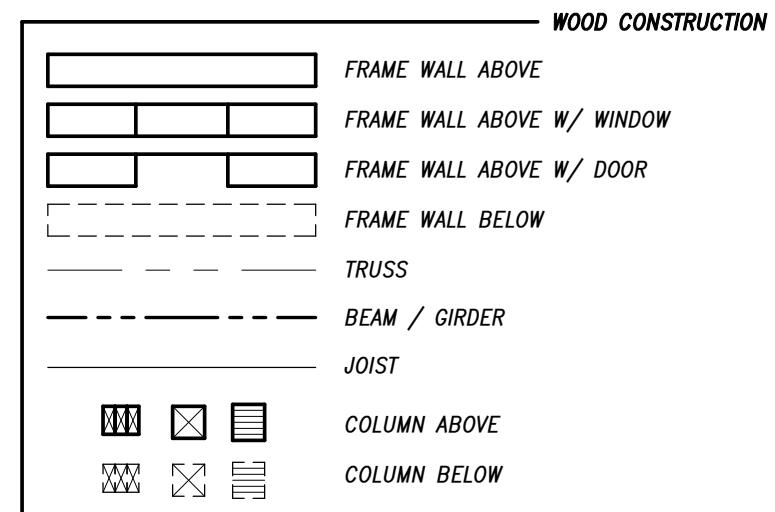
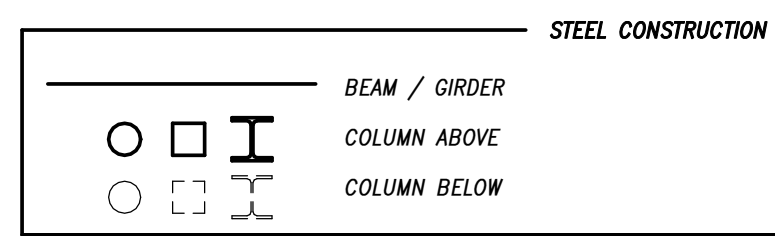
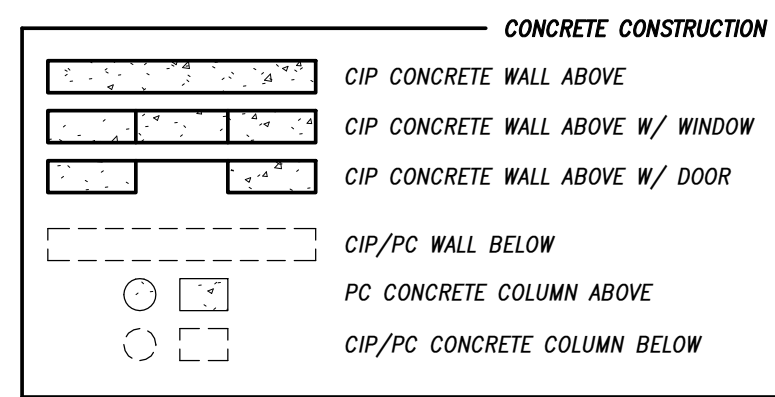
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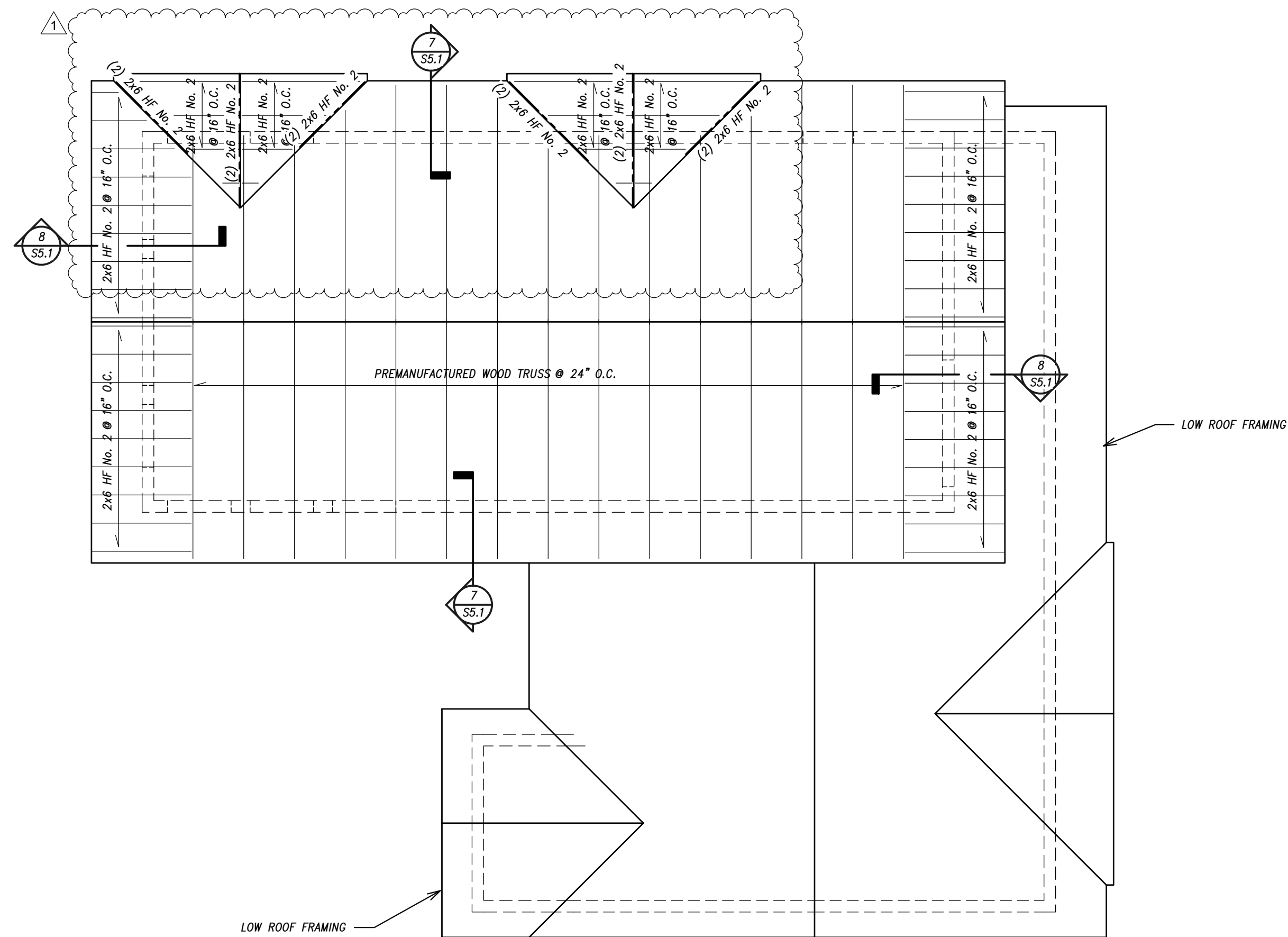
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S2.1

PLAN LEGEND



MARK	SIMPSON HANGER	FASTENERS			MEMBERS		ALLOWABLE LOADS		COMMENTS
		TOP FLANGE	FACE	JOIST/BEAM	SUPPORTED	SUPPORTING	LOAD (LBS)	UPLIFT (LBS)	
H1	HUC0610-SDS	---	12-SDS 1/4"x2 1/2"	12-SDS 1/4"x2 1/2"	(3) LVL	6x POST	4680	2340	---
H2	LUS28	---	6-10dx1.5	4-10d	2x	2x	970	740	---
H3	ITS2.37/11.88	4-10dx1.5	2-10dx1.5	---	11 1/2" BCI	2x NAILER	1265	85	---
H4	LUS410	---	8-16d	6-16d	(2) LVL	LVL	1830	1545	---
H5	MIT3511.88	4-10dx1.5	2-10dx1.5	4-10dx1.5	11 1/2" BCI	2x NAILER	1440	190	WEB STFRN REOD
H6	LBV1.81/11.88	6-10dx1.5	4-10dx1.5	2-10dx1.5	11 1/2" LVL	2x NAILER	2085	190	---
H7	HUC3.25/12	---	24-16d	12-10d	3/8" GLULAM	LVL	2755	1520	---
H8	LSU4.21	---	24-16d	16-10dx1.5	4x	LVL	2755	1150	---
HB	LSSU210-2	---	8-16d	12-10dx1.5	3/8" GLULAM	GLULAM	2000	1150	---
HB	LSU4.21	---	24-16d	16-10dx1.5	4x	4x	3570	1150	---

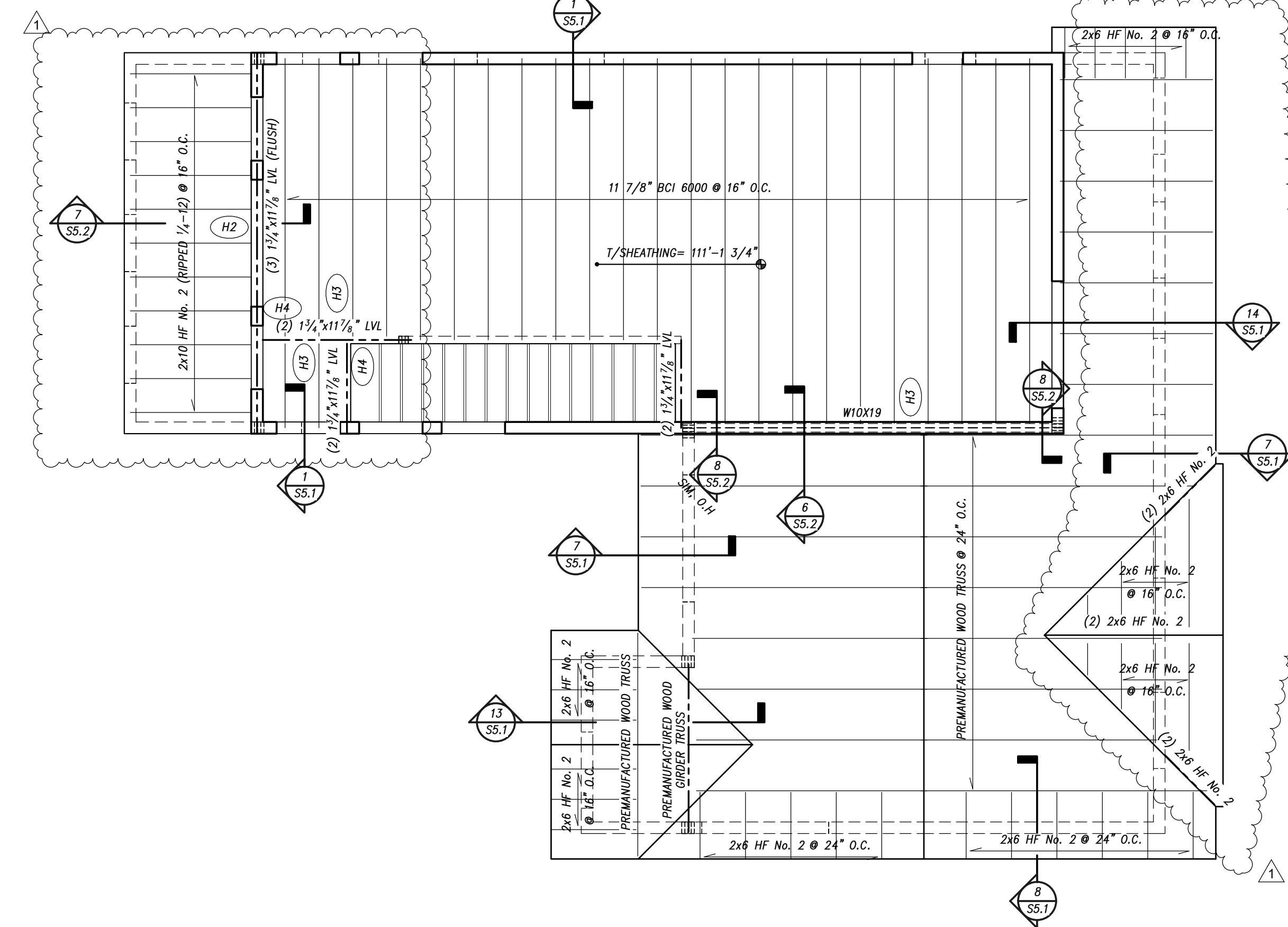


2 BLDG B - ROOF FRAMING PLAN

1/4" = 1'-0"

ROOF FRAMING PLAN NOTES:

- TYPICAL ROOF FRAMING IS 1/2" SHEATHING SUPPORTED BY PREMANUFACTURED WOOD TRUSSES, UNO
- SEE ARCHITECTURAL DRAWINGS FOR SLOPES, TOP OF PLATE ELEVATIONS, RIDGE ELEVATIONS, AND TRUSS PROFILES.
- SEE THE BCI BUILDERS GUIDE FOR ALLOWABLE JOIST AND LVL BEAM PENETRATIONS. FOR ALL OTHER BEAM PENETRATIONS NOT SHOWN ON PLAN CONTACT THE STRUCTURAL ENGINEER FOR GUIDANCE.
- SEE S1.0 FOR GENERAL NOTES AND LEGEND
- SEE S1.1 FOR TYPICAL DETAILS



1 BLDG B - UPPER LEVEL FRAMING PLAN

1/4" = 1'-0"

UPPER LEVEL FRAMING PLAN NOTES:

- TYPICAL FLOOR FRAMING IS 1/2" LIGHTWEIGHT TOPPING OVER 3/4" SHEATHING SUPPORTED BY WOOD I-JOIST FRAMING, UNO
- TYPICAL ROOF FRAMING IS 1/2" SHEATHING SUPPORTED BY PREMANUFACTURED WOOD TRUSSES, UNO
- SEE PLAN FOR T/SHEATHING ELEVATIONS. SEE ARCHITECTURAL DRAWINGS FOR SLOPES, TOP OF PLATE ELEVATIONS, RIDGE ELEVATIONS, AND TRUSS PROFILES.
- TYPICAL WOOD STUD WALL IS 2x6 HF STUDS @ 16" OC
- SEE THE BCI BUILDERS GUIDE FOR ALLOWABLE JOIST AND LVL BEAM PENETRATIONS. FOR ALL OTHER BEAM PENETRATIONS NOT SHOWN ON PLAN CONTACT THE STRUCTURAL ENGINEER FOR GUIDANCE.
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BLDC C - FOUNDATION AND LOWER LEVEL

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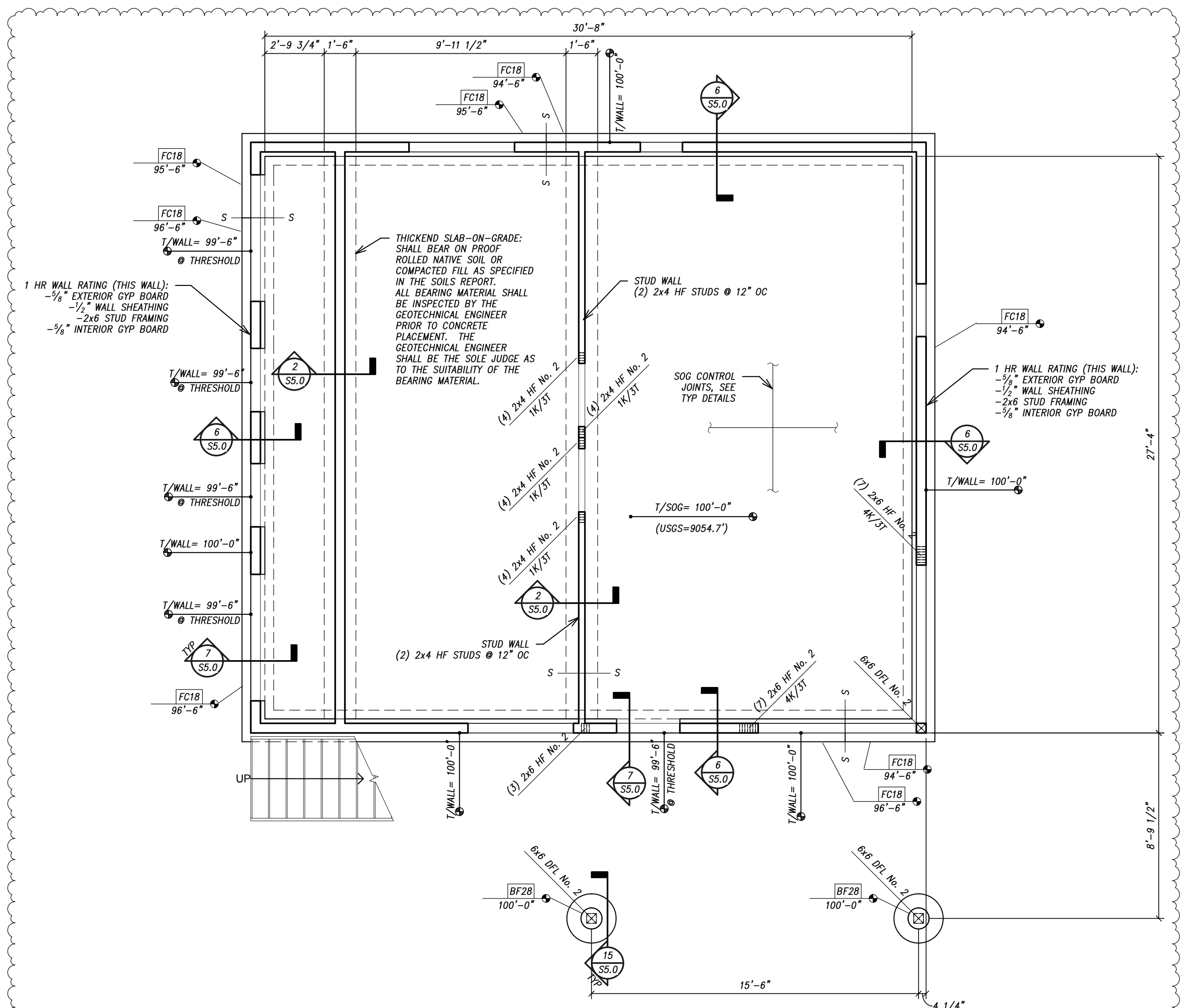
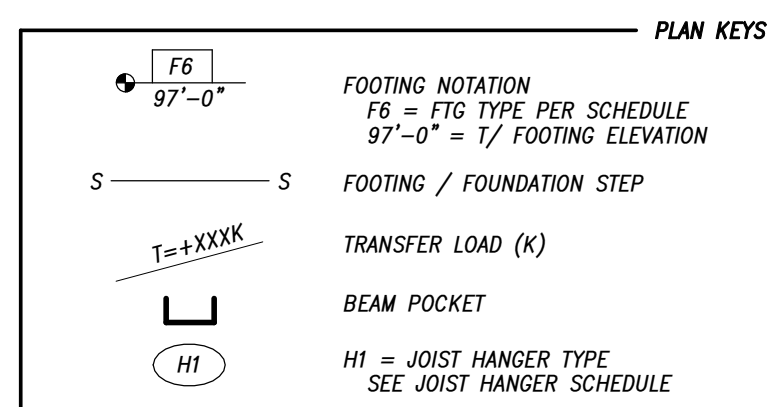
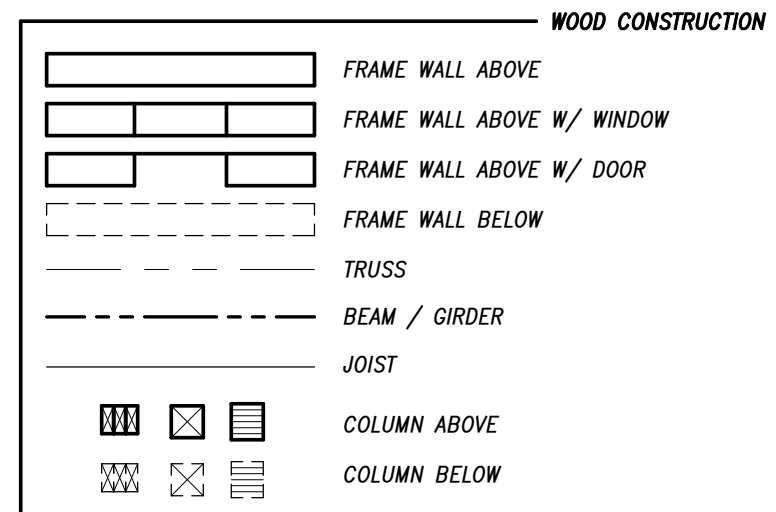
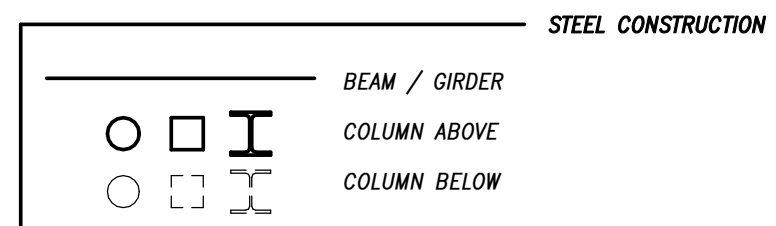
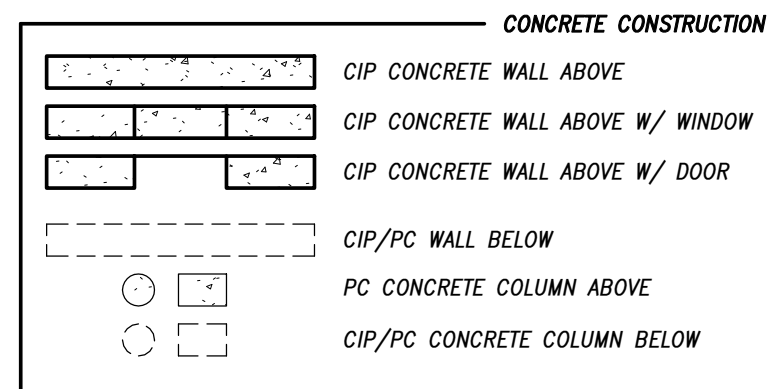
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ISSUE	DATE
FRAMING REVIEW	08.08.2017
PERMIT	08.25.2017
CONSTRUCTION	10.09.2017
REVISION 1	02.28.2017

PROJECT NUMBER: A0379

S3.0

PLAN LEGEND



1 BLDG C - LOWER LEVEL FRAMING PLAN
1/4" = 1'-0"

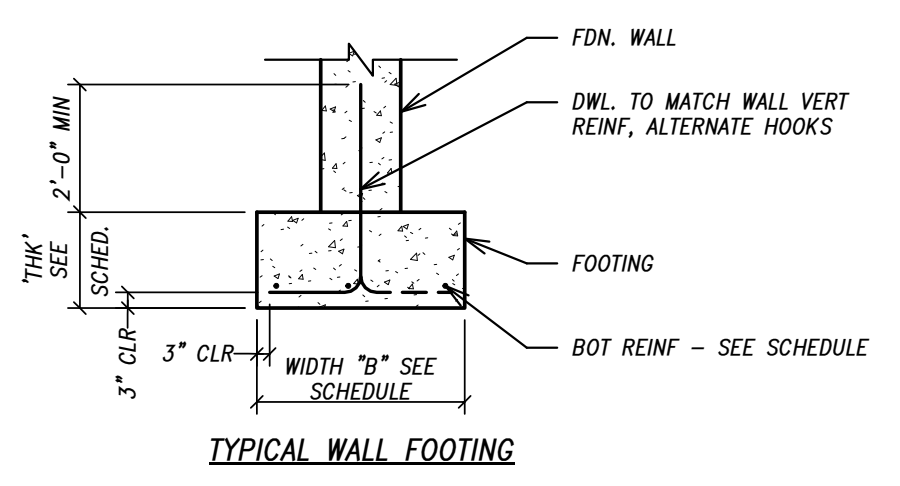
- LOWER LEVEL PLAN NOTES:**
- TYPICAL FOUNDATION IS CONCRETE WALLS ON SPREAD FOOTINGS.
 - LOWER LEVEL FLOOR IS 4" SOG OVER 4" FREE DRAINAGE GRANULAR BASE MATERIAL REINF WITH 6x6xW1.4xW1.4 WWF CHAISED AT MID HEIGHT OF SLAB OR #3 @ 16" OC EA WAY CHAISED AT MID HEIGHT OF SLAB FOR INCREASED CRACK CONTROL.
 - TYPICAL WOOD STUD WALL IS 2x6 HF STUDS @ 16" OC
 - SEE PLANS FOR FOOTING, WALL, AND SOG ELEVATIONS. GC TO VERIFY FOOTING AND WALL ELEVATIONS WITH GRADE REQUIREMENTS. CONTACT THE STRUCTURAL ENGINEER WITH ANY ELEVATION CHANGES PRIOR TO CONSTRUCTION.
 - SEE S1.0 FOR GENERAL NOTES AND LEGEND
 - SEE S1.1 FOR TYPICAL DETAILS

CONTINUOUS FOOTING SCHEDULE

MARK	WIDTH "B"	THICKNESS	REINFORCEMENT	COMMENT
FC18	1'-6"	10"	(2) #5 CONT.	

ISOLATED FOOTING SCHEDULE

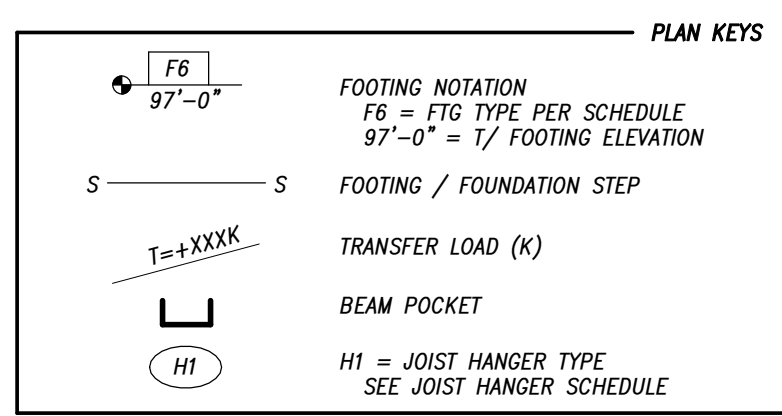
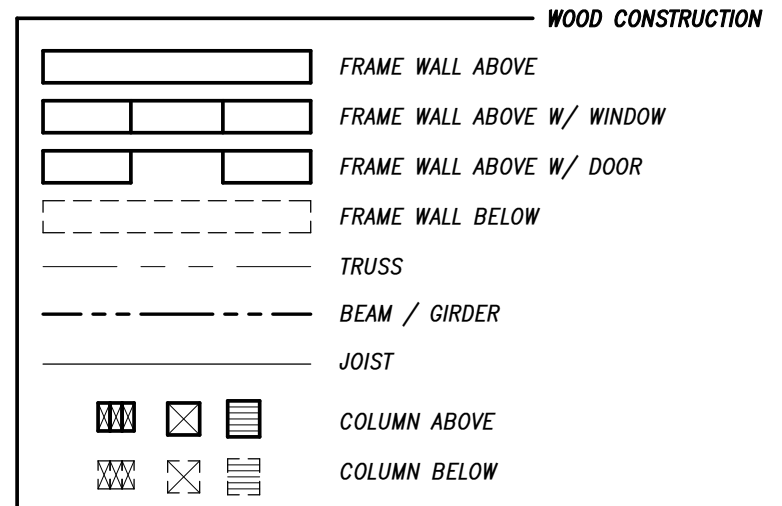
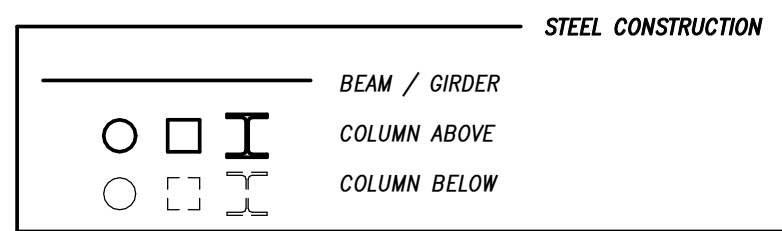
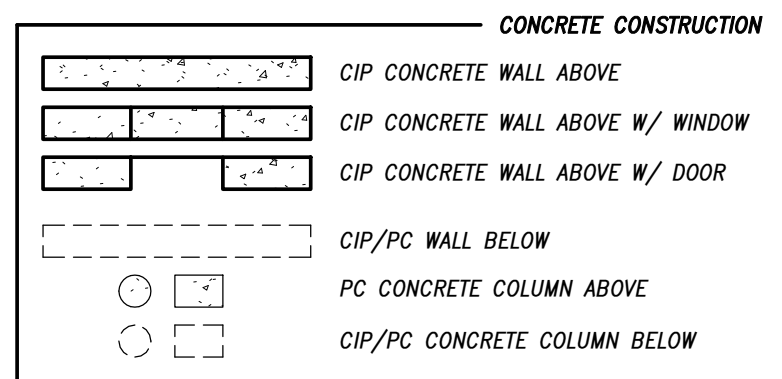
MARK	WIDTH "B"	LENGTH "L"	THICKNESS	REINFORCEMENT	COMMENT
BF28	3'-0"	3'-0"	1'-0"	(4) #5 EW BOT	BIGFOOT
FS03	3'-0"	3'-0"	1'-0"	(4) #5 EW BOT	



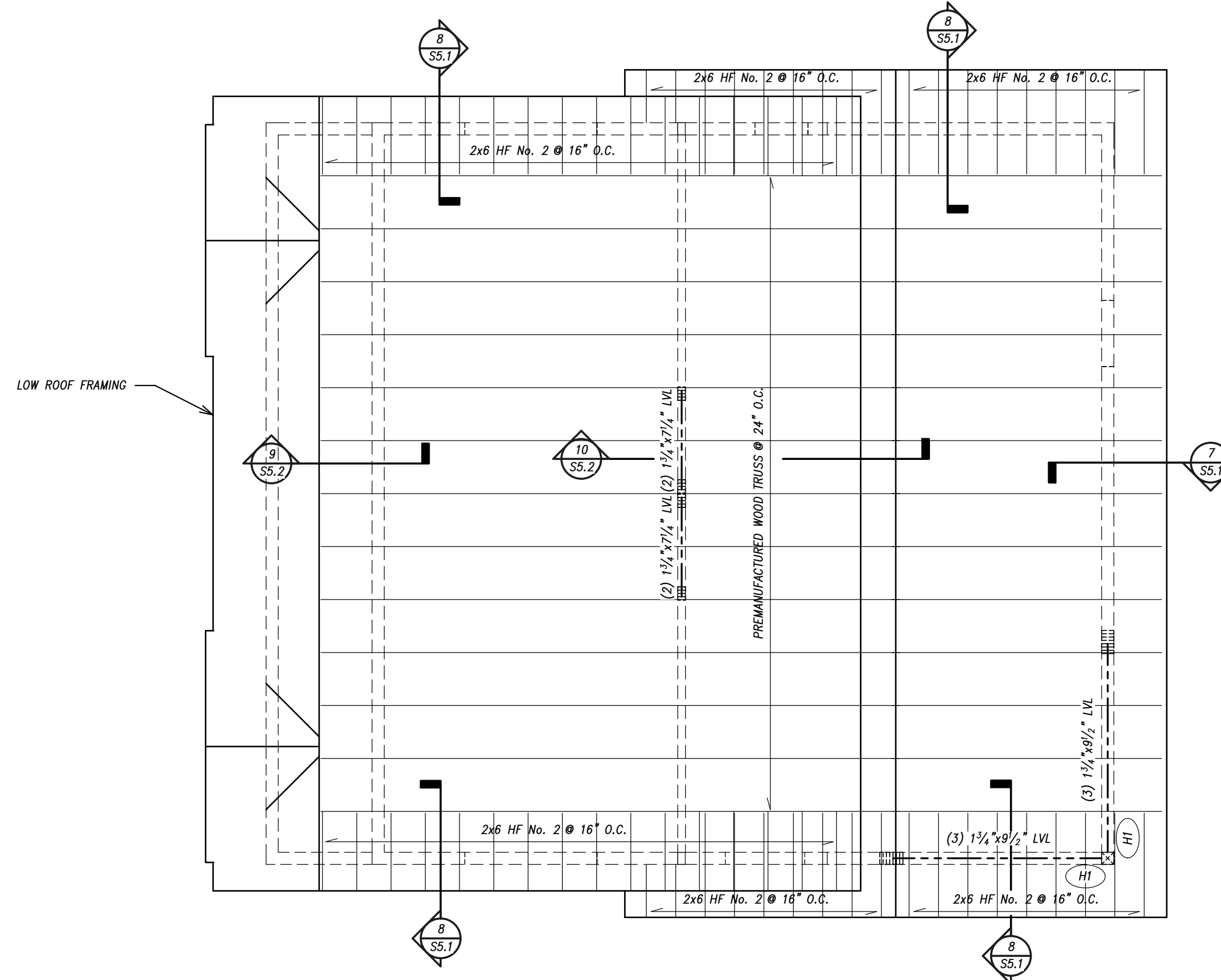
- FOOTING NOTES:**
- FOOTINGS SHALL BEAR ON PROOF ROLLED NATIVE SOIL OR COMPACTED FILL AS SPECIFIED IN THE SOILS REPORT.
 - ALL BEARING MATERIAL SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO CONCRETE PLACEMENT. THE GEOTECHNICAL ENGINEER SHALL BE THE SOLE JUDGE AS TO THE SUITABILITY OF THE BEARING MATERIAL.
 - FOOTINGS DESIGNED FOR ALLOWABLE BEARING PRESSURE OF 3000 PSF.
 - CENTER CONTINUOUS FOOTING UNDER WALLS AND COLUMN FOOTINGS ARE CENTERED UNDER COLUMNS, UNO
 - BEARING ELEVATIONS ARE SUBJECT TO ADJUSTMENT AS REQUIRED BY SUITABILITY OF BEARING MATERIAL.
 - DOWELS TO MATCH VERTICAL WALL AND PILASTER REINF. UNO EXTEND DWLS 24" MIN. ABOVE FTG. UNO
 - SEE COLUMN SCHEDULE AND WALL DETAILS FOR FOOTING DOWELS.
 - SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

2 FOOTING SCHEDULE
1/2" = 1'-0"

PLAN LEGEND

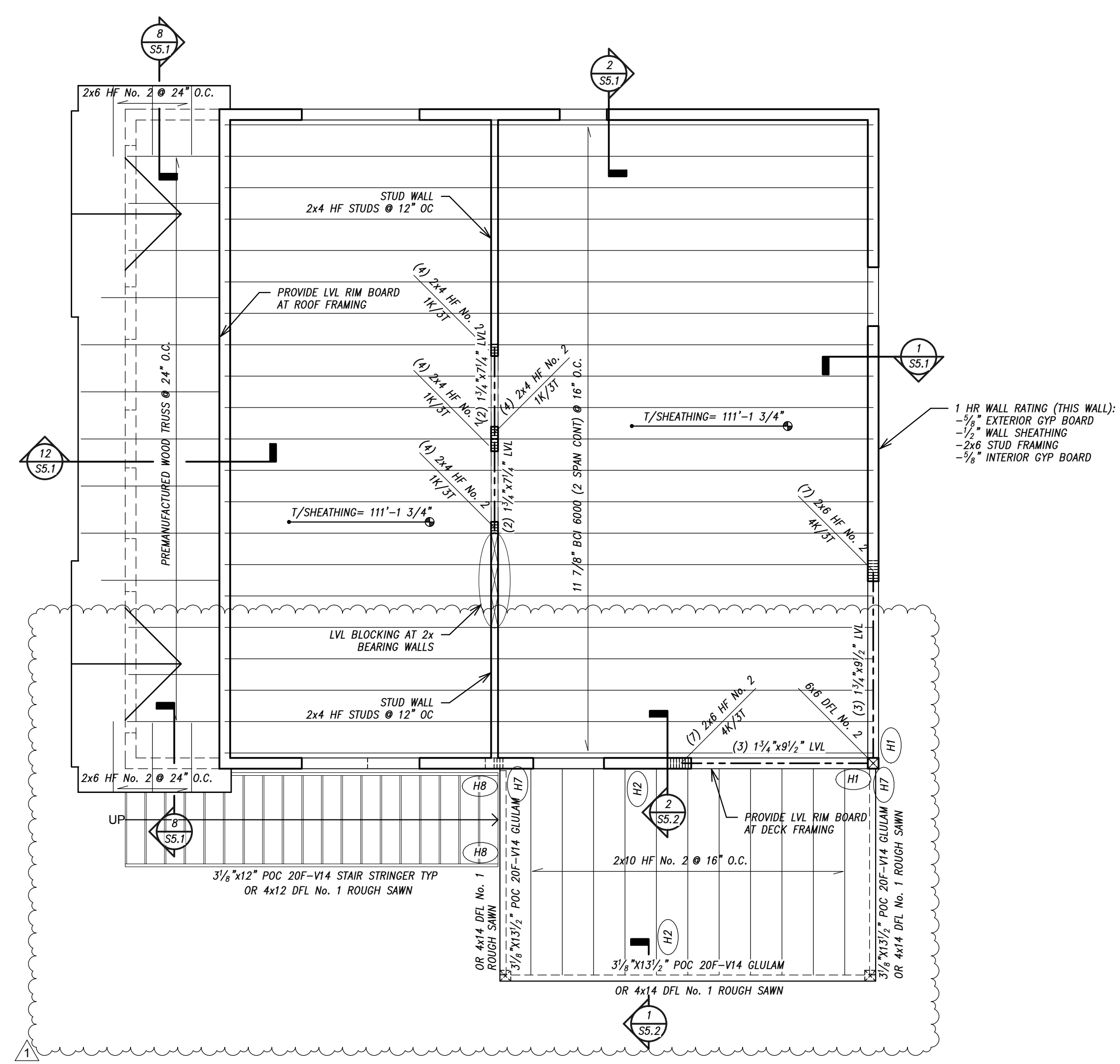


MARK	SIMPSON HANGER	FASTENERS				MEMBERS		ALLOWABLE LOADS		COMMENTS
		TOP FLANGE	FACE	JOIST/BEAM	SUPPORTED	SUPPORTING	LOAD (LBS)	UPLIFT (LBS)		
H1	HUCQ610-SDS	---	12-SDS 1/4x2 1/2	12-SDS 1/4x2 1/2	(3) LVL	6x POST	4680	2340	---	
H2	LUS28	---	6-10dx1.5	4-10d	2x	2x	970	740	---	
H3	ITS2.37/11.88	4-10dx1.5	2-10dx1.5	---	1 1/8" BCI	2x NAILER	1265	85	---	
H4	LUS410	---	8-16d	6-16d	(2) LVL	LVL	1830	1545	---	
H5	MIT3511.88	4-10dx1.5	2-10dx1.5	4-10dx1.5	1 1/8" BCI	2x NAILER	1440	190	WEB STFNR REQD	
H6	LBV1.81/11.88	6-10dx1.5	4-10dx1.5	2-10dx1.5	1 1/8" LVL	2x NAILER	2085	190	---	
H7	HUC3.25/12	---	24-16d	12-10d	3/4" GLULAM	LVL	2755	1520	---	
H8	LSU4.21	---	24-16d	16-10dx1.5	4x	LVL	2755	1150	---	
	LSSU210-2	---	8-16d	12-10dx1.5	3/4" GLULAM	GLULAM	2000	1150	---	
	LSU4.21	---	24-16d	16-10dx1.5	4x	4x	3570	1150	---	



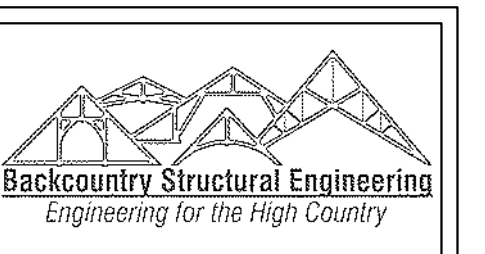
2 BLDG C - ROOF FRAMING PLAN
1/4" = 1'-0"

- ROOF FRAMING PLAN NOTES:**
- TYPICAL ROOF FRAMING IS 5/8" SHEATHING SUPPORTED BY PREMANUFACTURED WOOD TRUSSES, UNO
 - SEE ARCHITECTURAL DRAWINGS FOR SLOPES, TOP OF PLATE ELEVATIONS, RIDGE ELEVATIONS, AND TRUSS PROFILES.
 - SEE THE BCI BUILDERS GUIDE FOR ALLOWABLE JOIST AND LVL BEAM PENETRATIONS. FOR ALL OTHER BEAM PENETRATIONS NOT SHOWN ON PLAN CONTACT THE STRUCTURAL ENGINEER FOR GUIDANCE.
 - SEE S1.0 FOR GENERAL NOTES AND LEGEND
 - SEE S1.1 FOR TYPICAL DETAILS



1 BLDG C - UPPER LEVEL FRAMING PLAN
1/4" = 1'-0"

- UPPER LEVEL FRAMING PLAN NOTES:**
- TYPICAL FLOOR FRAMING IS 1/2" LIGHTWEIGHT TOPPING OVER 5/8" SHEATHING SUPPORTED BY WOOD I-JOIST FRAMING, UNO
 - TYPICAL ROOF FRAMING IS 5/8" SHEATHING SUPPORTED BY PREMANUFACTURED WOOD TRUSSES, UNO
 - SEE PLAN FOR T/SHEATHING ELEVATIONS. SEE ARCHITECTURAL DRAWINGS FOR SLOPES, TOP OF PLATE ELEVATIONS, RIDGE ELEVATIONS, AND TRUSS PROFILES.
 - TYPICAL WOOD STUD WALL IS 2x6 HF STUDS @ 16" OC
 - SEE THE BCI BUILDERS GUIDE FOR ALLOWABLE JOIST AND LVL BEAM PENETRATIONS. FOR ALL OTHER BEAM PENETRATIONS NOT SHOWN ON PLAN CONTACT THE STRUCTURAL ENGINEER FOR GUIDANCE.
 - SEE S1.0 FOR GENERAL NOTES AND LEGEND
 - SEE S1.1 FOR TYPICAL DETAILS



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THE MARY RUTH PLACE
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FRISCO, COLORADO

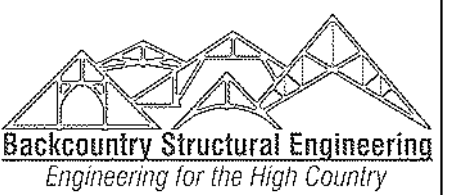
BLDG C - UPPER LEVEL AND ROOF

TITLE

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CONSTRUCTION	10.09.2017
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S3.1

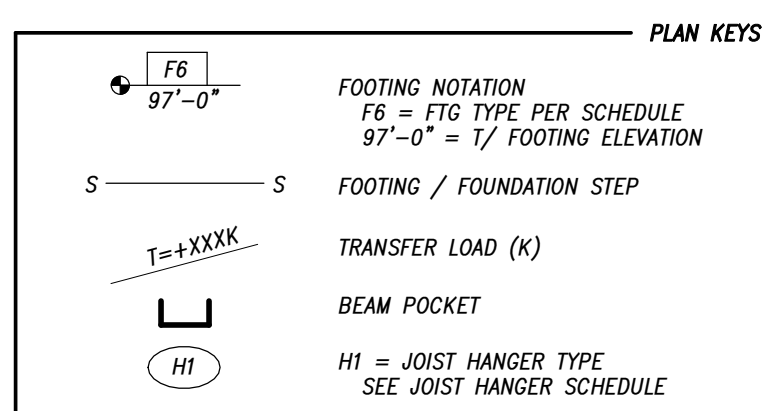
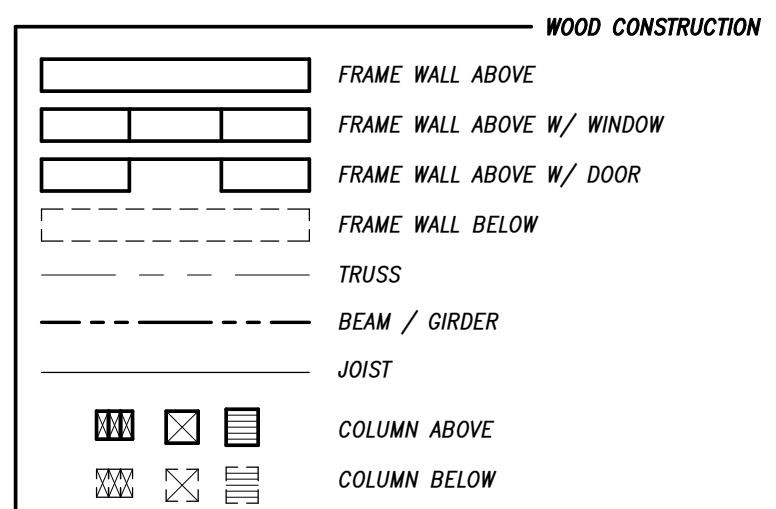
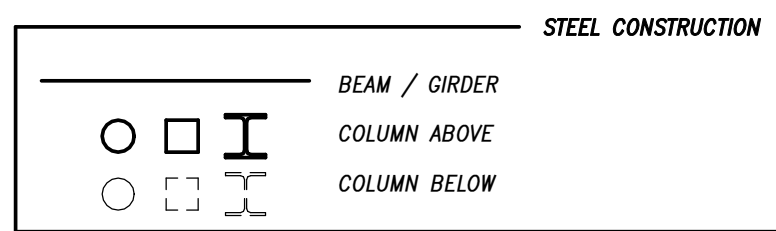
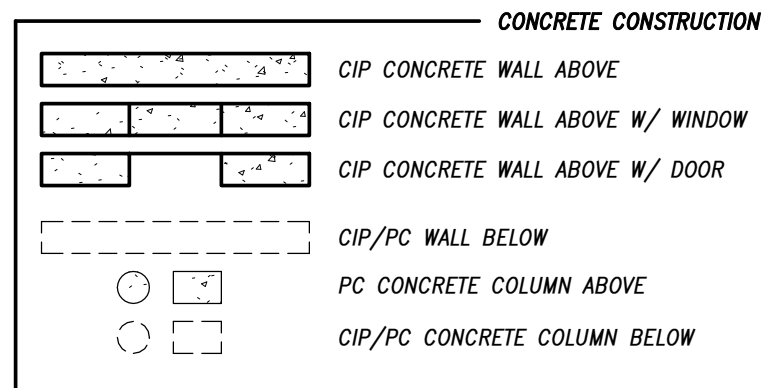


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PLAN LEGEND

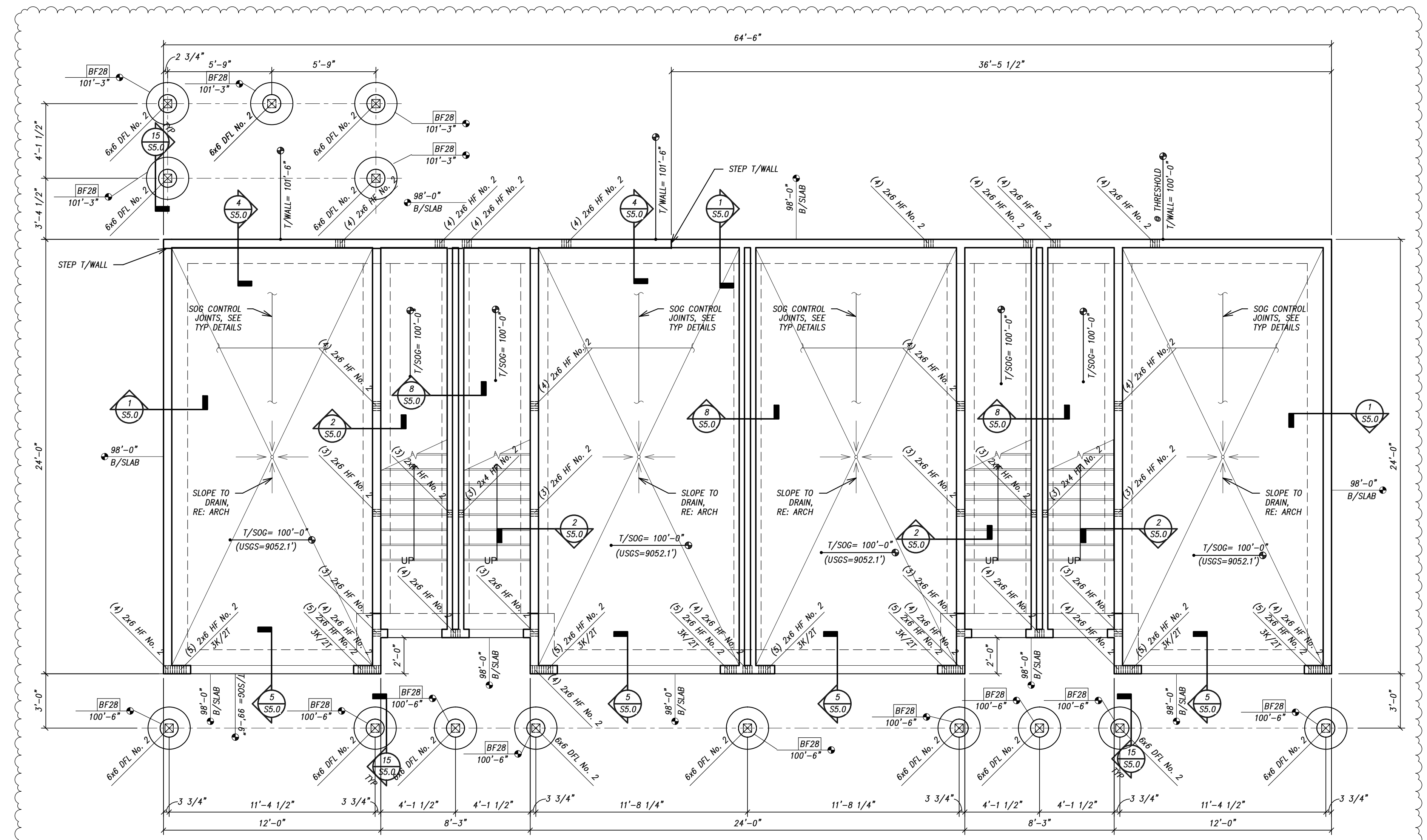


ISOLATED FOOTING SCHEDULE

MARK	WIDTH "B"	LENGTH "L"	THICKNESS	REINFORCEMENT	COMMENT
BF28	3'-0"	3'-0"	1'-0"	(4) #5 EW BOT	BIGFOOT
FSQ3					

- FOOTING NOTES:**
- FOOTINGS SHALL BEAR ON PROOF ROLLED NATIVE SOIL OR COMPACTED FILL AS SPECIFIED IN THE SOILS REPORT.
 - ALL BEARING MATERIAL SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO CONCRETE PLACEMENT. THE GEOTECHNICAL ENGINEER SHALL BE THE SOLE JUDGE AS TO THE SUITABILITY OF THE BEARING MATERIAL.
 - FOOTINGS DESIGNED FOR ALLOWABLE BEARING PRESSURE OF 3000 PSF.
 - CENTER CONTINUOUS FOOTING UNDER WALLS UNO COLUMN FOOTINGS ARE CENTERED UNDER COLUMNS, UNO
 - BEARING ELEVATIONS ARE SUBJECT TO ADJUSTMENT AS REQUIRED BY SUITABILITY OF BEARING MATERIAL.
 - DOWELS TO MATCH VERTICAL WALL AND PLASTER REINF. UNO EXTEND DWLS 24" MIN. ABOVE FTG. UNO
 - SEE COLUMN SCHEDULE AND WALL DETAILS FOR FOOTING DOWELS.
 - SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

2 FOOTING SCHEDULE
 1/2" = 1'-0"



- LOWER LEVEL PLAN NOTES:**
- TYPICAL FOUNDATION IS SHALLOW FROST PERPECTED SLAB-ON-GRADE. SLAB IS 4" SOG OVER 4" FREE DRAINAGE GRANULAR BASE MATERIAL WITH THICKENED EDGES. REINF WITH 6x6xW1.4xW1.4 WWF CHAIRED AT MID HEIGHT OF SLAB OR #3 @ 16" OC EA WAY CHAIRED AT MID HEIGHT OF SLAB FOR INCREASED CRACK CONTROL.
 - SEE PLAN FOR T/SOG ELEVATIONS.
 - TYPICAL WOOD STUD WALL IS 2x6 HF STUDS @ 16" OC
 - SEE S1.0 FOR GENERAL NOTES AND LEGEND
 - SEE S1.1 FOR TYPICAL DETAILS

THE MARY RUTH PLACE
 306 - 308 - 310 - 312 GALENA STREET
 FRISCO, COLORADO

BLDG D - FOUNDATION AND LOWER LEVEL

ISSUE	DATE
FRAMING REVIEW	08.08.2017
PERMIT	08.25.2017
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REVISION 1	02.28.2017

PROJECT NUMBER: A0379

S4.0

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THE MARY RUTH PLACE
306 - 308 - 310 - 312 GALENA STREET
FRISCO, COLORADO

BLDG D - MAIN AND UPPER LEVELS

TITLE

PROJECT NUMBER: A0379

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PLAN LEGEND

CONCRETE CONSTRUCTION

- CIP CONCRETE WALL ABOVE
- CIP CONCRETE WALL ABOVE W/ WINDOW
- CIP CONCRETE WALL ABOVE W/ DOOR
- CIP/PC WALL BELOW
- PC CONCRETE COLUMN ABOVE
- CIP/PC CONCRETE COLUMN BELOW

STEEL CONSTRUCTION

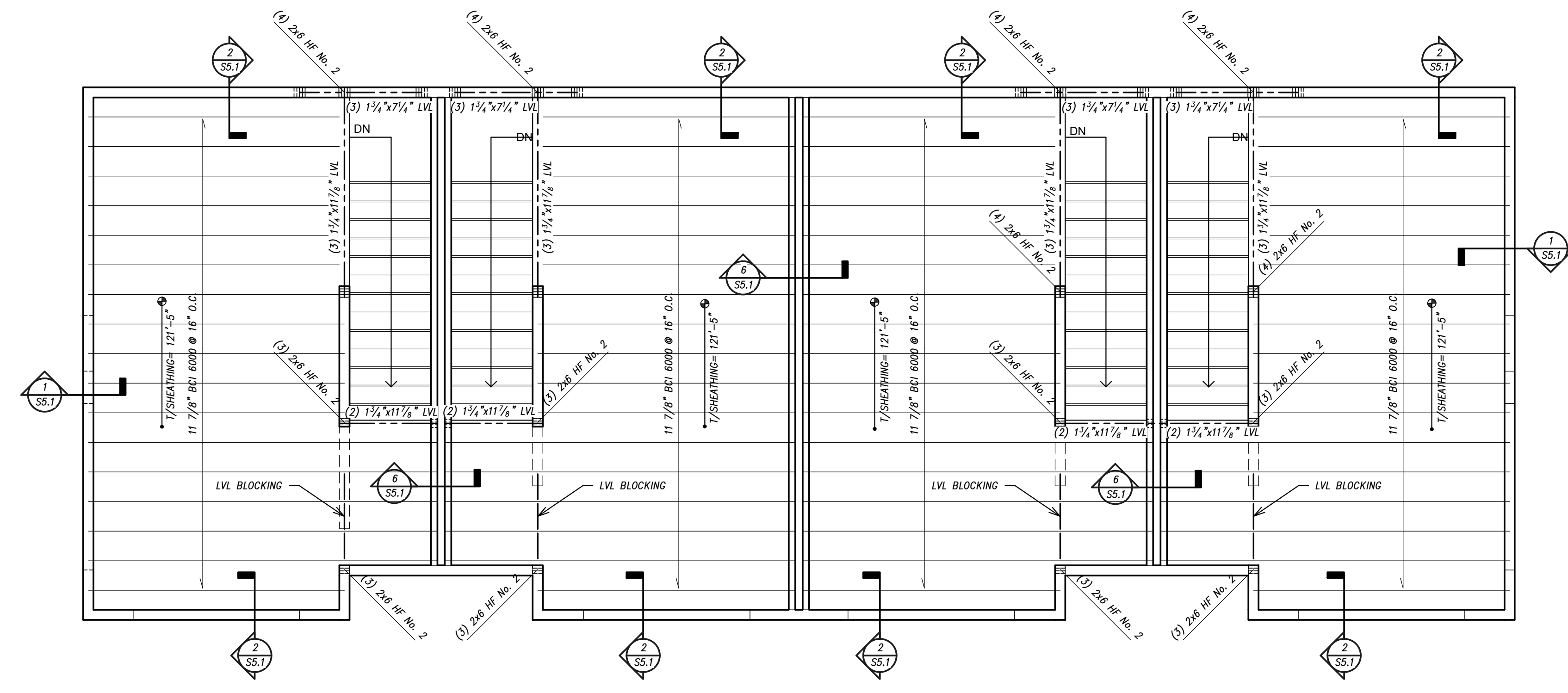
- BEAM / GIRDER
- COLUMN ABOVE
- COLUMN BELOW

WOOD CONSTRUCTION

- FRAME WALL ABOVE
- FRAME WALL ABOVE W/ WINDOW
- FRAME WALL ABOVE W/ DOOR
- FRAME WALL BELOW
- TRUSS
- BEAM / GIRDER
- JOIST
- COLUMN ABOVE
- COLUMN BELOW

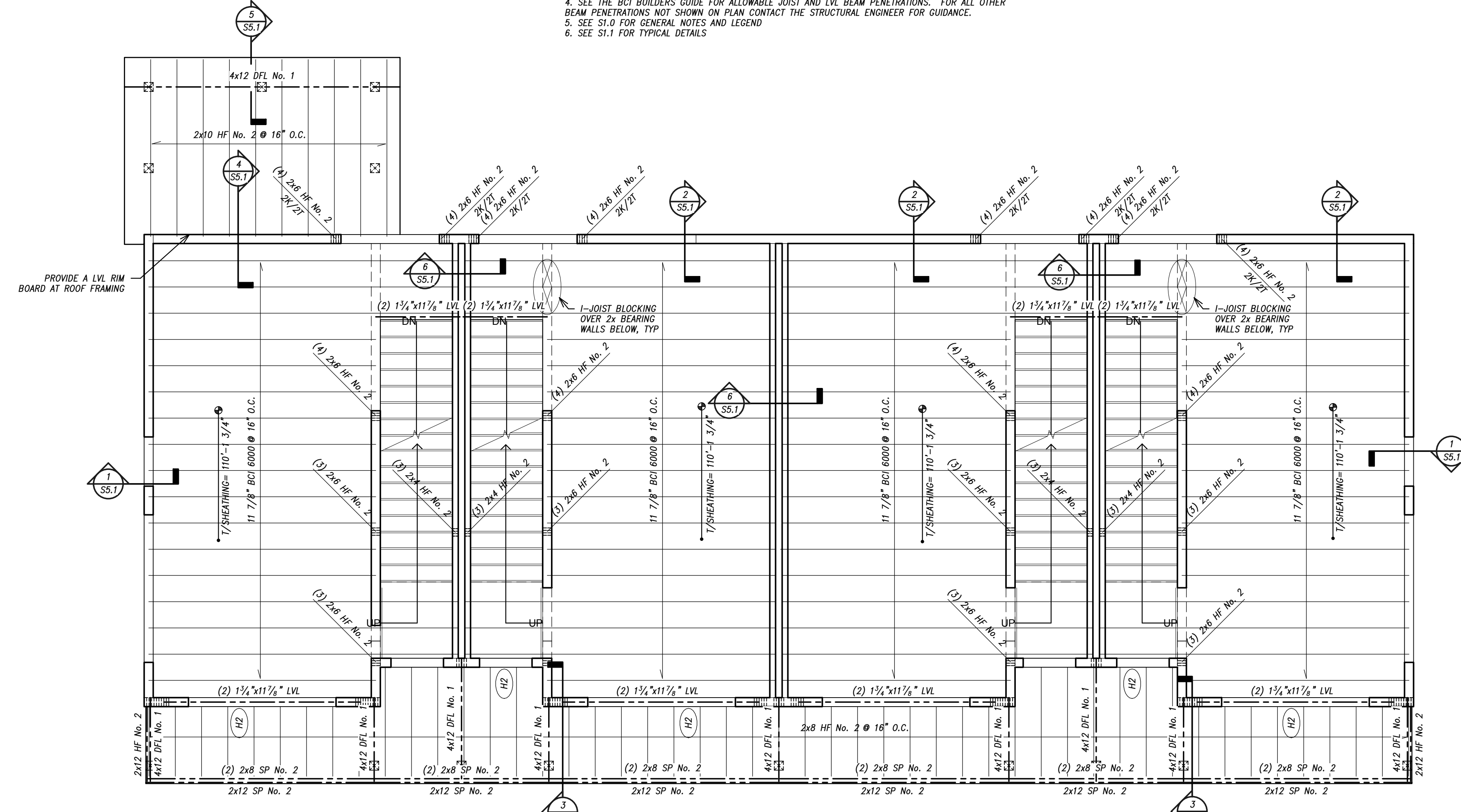
PLAN KEYS

- FOOTING NOTATION
F6 = FTG TYPE PER SCHEDULE
97'-0" = 1' FOOTING ELEVATION
- FOOTING / FOUNDATION STEP
- TRANSFER LOAD (K)
- BEAM POCKET
- HI = JOIST HANGER TYPE
SEE JOIST HANGER SCHEDULE



2 BLDG D - UPPER LEVEL FRAMING PLAN
1/4" = 1'-0"
UPPER LEVEL PLAN NOTES:

1. TYPICAL FLOOR FRAMING IS 1 1/2" LIGHTWEIGHT TOPPING OVER 3/4" SHEATHING SUPPORTED BY WOOD I-JOIST FRAMING, UNO
2. SEE PLAN FOR 1/2" SHEATHING ELEVATIONS
3. TYPICAL WOOD STUD WALL IS 2x6 HF STUDS @ 16" OC
4. SEE THE BCI BUILDERS GUIDE FOR ALLOWABLE JOIST AND LVL BEAM PENETRATIONS. FOR ALL OTHER BEAM PENETRATIONS NOT SHOWN ON PLAN CONTACT THE STRUCTURAL ENGINEER FOR GUIDANCE.
5. SEE S1.0 FOR GENERAL NOTES AND LEGEND
6. SEE S1.1 FOR TYPICAL DETAILS



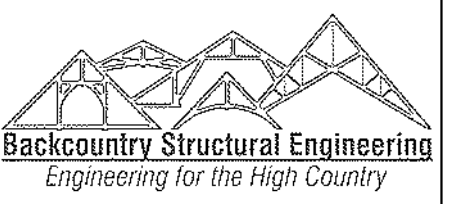
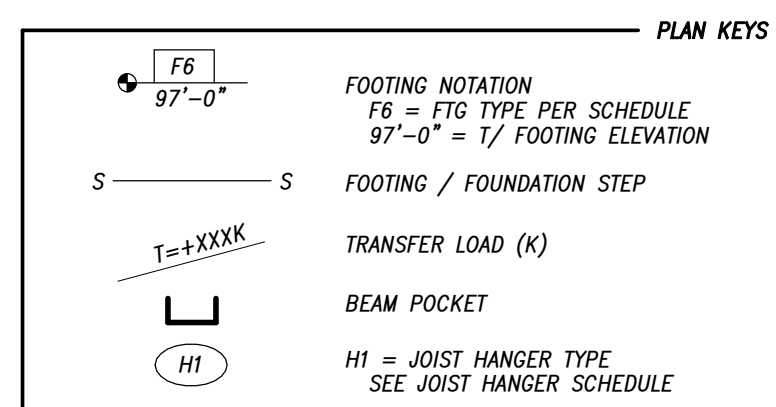
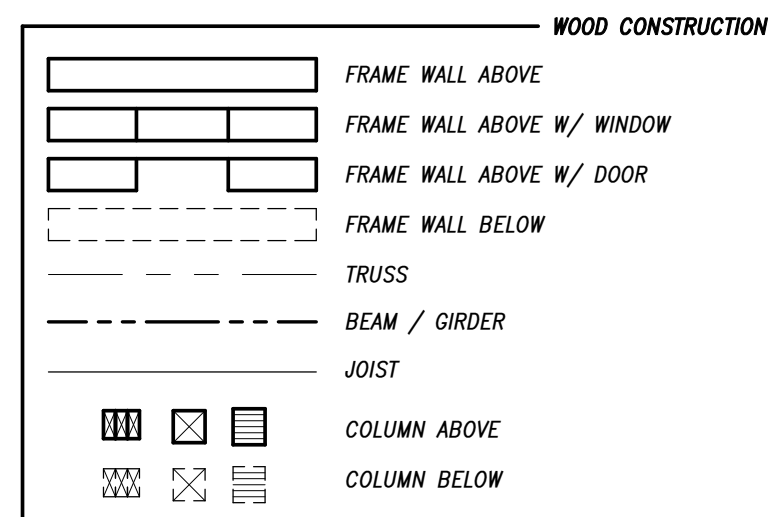
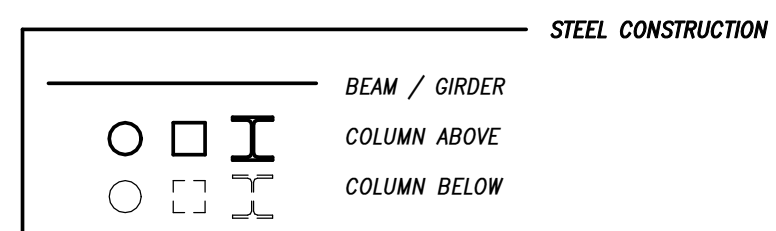
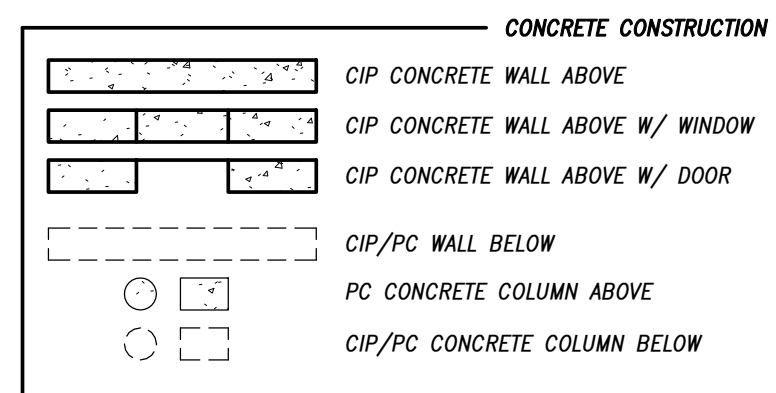
1 BLDG D - MAIN LEVEL FRAMING PLAN
1/4" = 1'-0"
MAIN LEVEL PLAN NOTES:

1. TYPICAL FLOOR FRAMING IS 1 1/2" LIGHTWEIGHT TOPPING OVER 3/4" SHEATHING SUPPORTED BY WOOD I-JOIST FRAMING, UNO
2. SEE PLAN FOR 1/2" SHEATHING ELEVATIONS
3. TYPICAL WOOD STUD WALL IS 2x6 HF STUDS @ 16" OC
4. SEE THE BCI BUILDERS GUIDE FOR ALLOWABLE JOIST AND LVL BEAM PENETRATIONS. FOR ALL OTHER BEAM PENETRATIONS NOT SHOWN ON PLAN CONTACT THE STRUCTURAL ENGINEER FOR GUIDANCE.
5. SEE S1.0 FOR GENERAL NOTES AND LEGEND
6. SEE S1.1 FOR TYPICAL DETAILS

JOIST & BEAM HANGER SCHEDULE

MARK	SIMPSON HANGER	FASTENERS		MEMBERS		ALLOWABLE LOADS		COMMENTS	
		TOP FLANGE	FACE	JOIST/BEAM	SUPPORTED	SUPPORTING	LOAD (LBS)		UPLIFT (LBS)
H1	HUC0610-SDS	---	12-SDS 1/4x2 1/2	12-SDS 1/4x2 1/2	(3) LVL	6x POST	4680	2340	---
H2	LUS28	---	6-10dx1.5	4-10d	2x	2x	970	740	---
H3	ITS2.37/11.88	4-10dx1.5	2-10dx1.5	---	1 1/2" BCI	2x NAILER	1265	85	---
H4	LUS410	---	8-16d	6-16d	(2) LVL	LVL	1830	1545	---
H5	MIT3511.88	4-10dx1.5	2-10dx1.5	4-10dx1.5	1 1/2" BCI	2x NAILER	1440	190	WEB STFR REQD
H6	LBV1.81/11.88	6-10dx1.5	4-10dx1.5	2-10dx1.5	1 1/2" LVL	2x NAILER	2085	190	---
H7	HUC3.25/12	---	24-16d	12-16d	3 1/2" GLULAM	LVL	2755	1520	---
H8	LSU4.21	---	24-16d	16-10dx1.5	4x	LVL	2755	1150	---
H9	LSSU210-2	---	8-16d	12-10dx1.5	3 1/2" GLULAM	GLULAM	2000	1150	---
H10	LSU4.21	---	24-16d	16-10dx1.5	4x	4x	3570	1150	---

PLAN LEGEND



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THE MARY RUTH PLACE
306 - 308 - 310 - 312 GALENA STREET
FRISCO, COLORADO

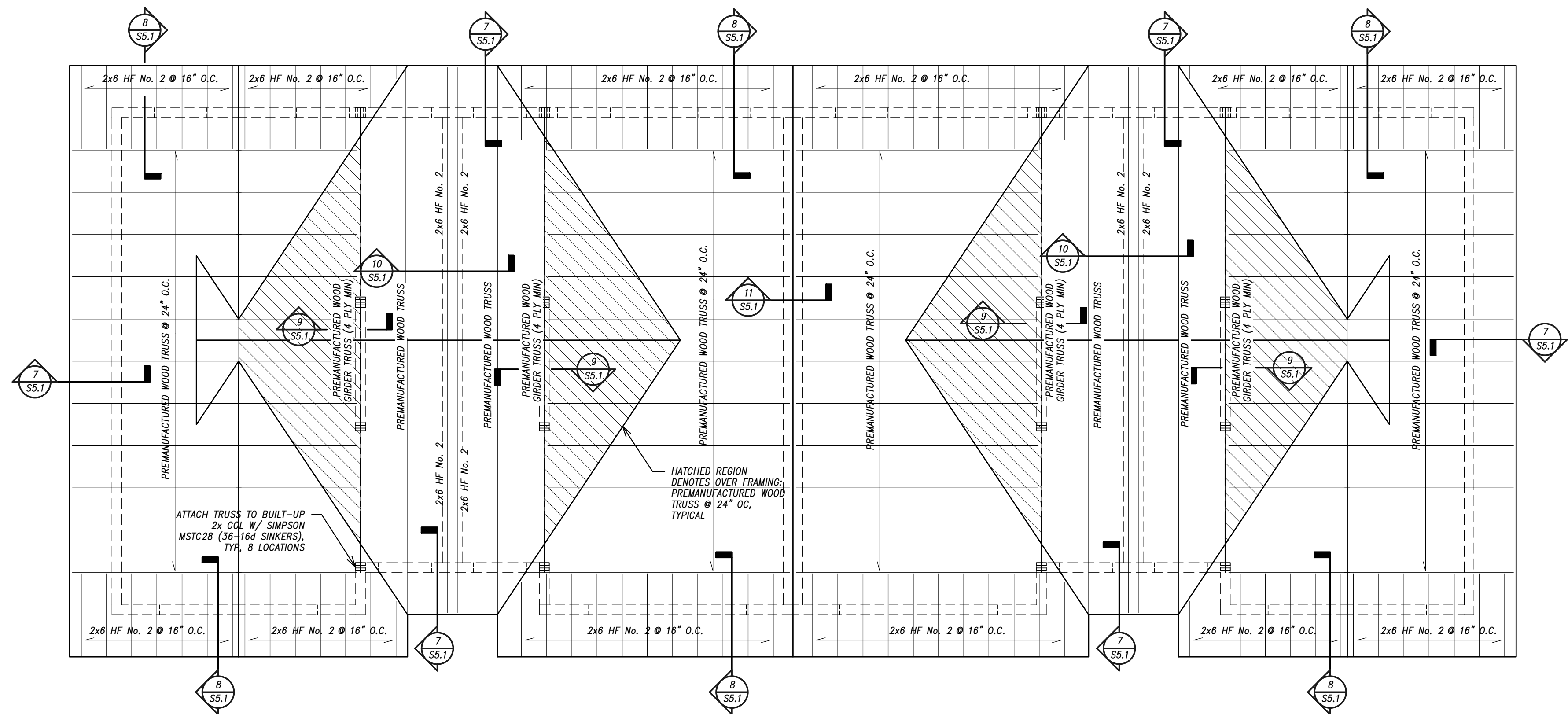
BLDG D - ROOF

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S4.2



1 BLDG D - ROOF FRAMING PLAN

1/4" = 1'-0"

ROOF FRAMING PLAN NOTES:

- TYPICAL ROOF FRAMING IS 5/8" SHEATHING SUPPORTED BY PREMANUFACTURED WOOD TRUSSES, UNO
- SEE ARCHITECTURAL DRAWINGS FOR SLOPES, TOP OF PLATE ELEVATIONS, RISE ELEVATIONS, AND TRUSS PROFILES.
- SEE THE BCI BUILDERS GUIDE FOR ALLOWABLE JOIST AND LVL BEAM PENETRATIONS. FOR ALL OTHER BEAM PENETRATIONS NOT SHOWN ON PLAN CONTACT THE STRUCTURAL ENGINEER FOR GUIDANCE.
- SEE S1.0 FOR GENERAL NOTES AND LEGEND
- SEE S1.1 FOR TYPICAL DETAILS

JOIST & BEAM HANGER SCHEDULE

MARK	SIMPSON HANGER	FASTENERS			MEMBERS		ALLOWABLE LOADS		COMMENTS
		TOP FLANGE	FACE	JOIST/BEAM	SUPPORTED	SUPPORTING	LOAD (LBS)	UPLIFT (LBS)	
H1	HUC810-SDS	---	12-SDS 1/4x2 1/2	12-SDS 1/4x2 1/2	(3) LVL	6x POST	4680	2340	---
H2	LUS28	---	6-10dx1.5	4-10d	2x	2x	970	740	---
H3	ITS2.37/11.88	4-10dx1.5	2-10dx1.5	---	1 1/8" BCI	2x NAILER	1265	85	---
H4	LUS410	---	8-16d	6-16d	(2) LVL	LVL	1830	1545	---
H5	MIT3511.88	4-10dx1.5	2-10dx1.5	4-10dx1.5	1 1/8" BCI	2x NAILER	1440	190	WEB STFR REQD
H6	LBV1.81/11.88	6-10dx1.5	4-10dx1.5	2-10dx1.5	1 1/8" LVL	2x NAILER	2085	190	---
H7	HUC3.25/12	---	24-16d	12-10d	3/8" GLULAM	LVL	2755	1520	---
H8	LSU4.21	---	24-16d	16-10dx1.5	4x	LVL	2755	1150	---
H8	LSSU210-2	---	8-16d	12-10dx1.5	3/8" GLULAM	GLULAM	2000	1150	---
H8	LSU4.21	---	24-16d	16-10dx1.5	4x	4x	3570	1150	---

THE STRUCTURAL ENGINEER'S SEAL ON THIS DRAWING INDICATES THAT THE INFORMATION SHOWN AND THE CALCULATIONS PERTAINING TO THAT INFORMATION HAVE BEEN PREPARED BY QUALIFIED PEOPLE UNDER THE DIRECTION OF THE ENGINEER-OF-RECORD. THE SEAL DOES NOT IMPLY RESPONSIBILITY FOR INFORMATION PREPARED BY OTHERS NOR FOR ANY INFORMATION NOT SHOWN ON THIS DRAWING AND SUCH RESPONSIBILITY IS SPECIFICALLY DISCLAIMED. ON PHASED PROJECTS, DRAWINGS THAT ARE ISSUED BUT NOT SEALED SHALL BE CONSIDERED TO BE PRELIMINARY IN NATURE AND ARE ISSUED FOR INFORMATION ONLY.

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THE MARY RUTH PLACE
306 - 308 - 310 - 312 GALENA STREET
FRISCO, COLORADO

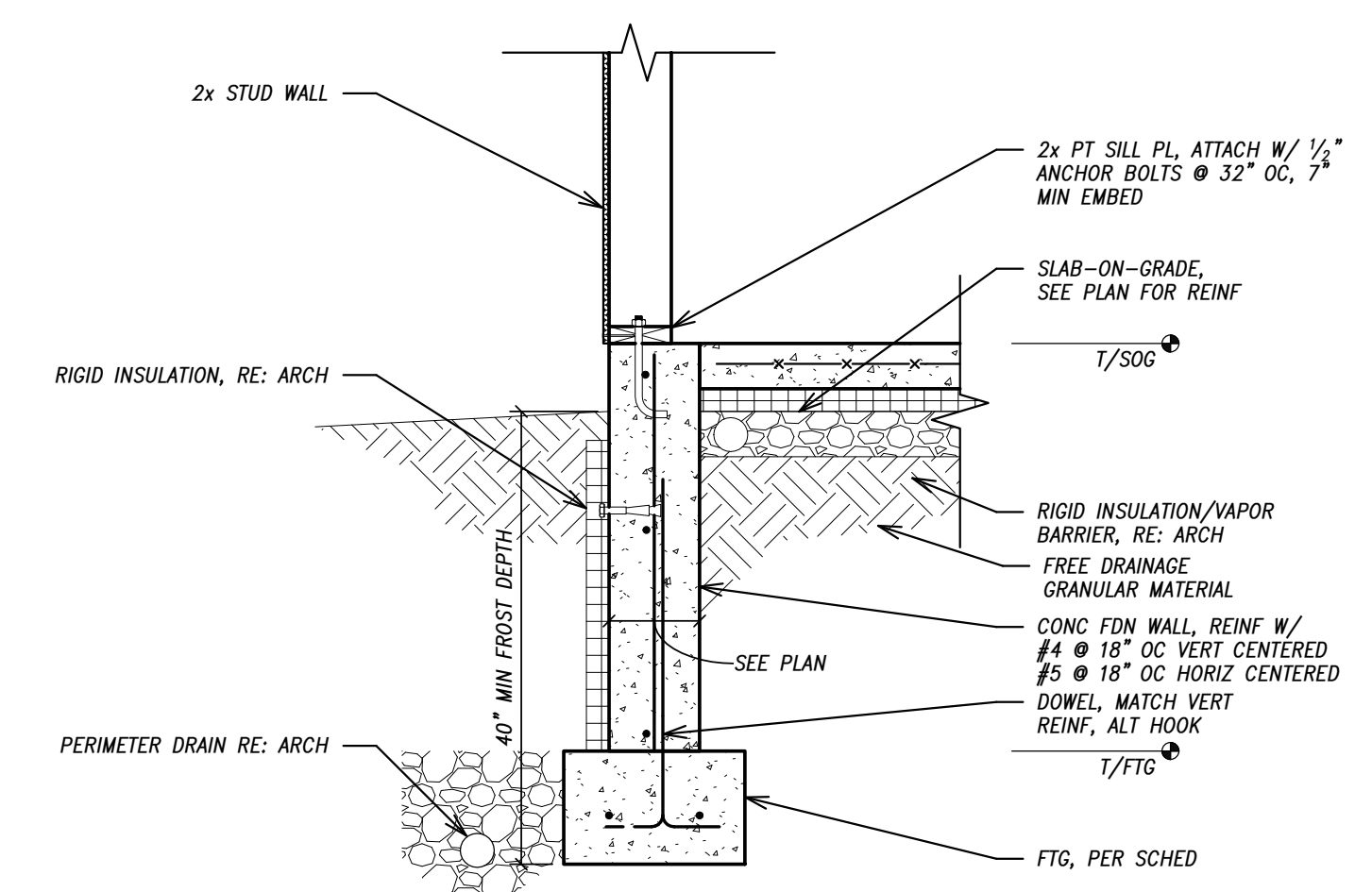
FOUNDATION DETAILS

TITLE

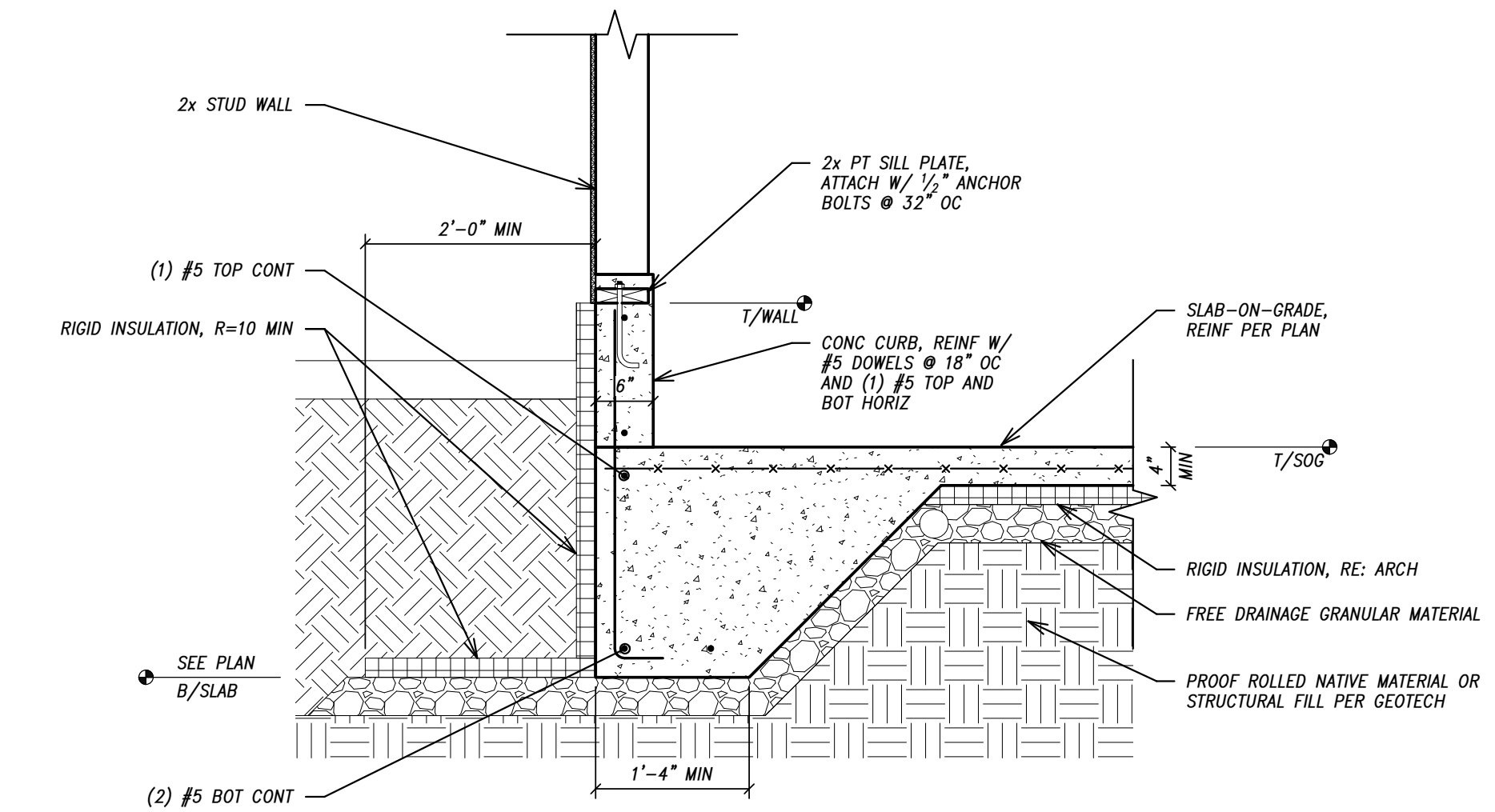
ISSUE	DATE
FRAMING REVIEW	08.08.2017
PERMIT	08.25.2017
CONSTRUCTION	10.09.2017
REVISION 1	02.28.2017

PROJECT NUMBER: A0379

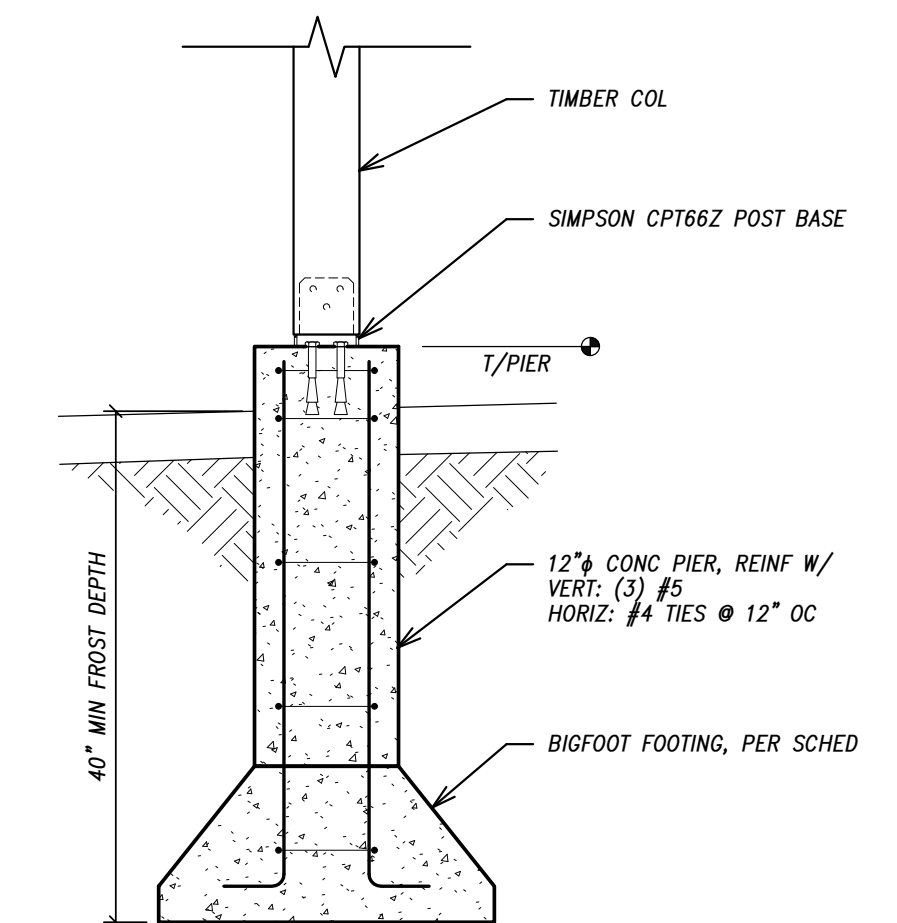
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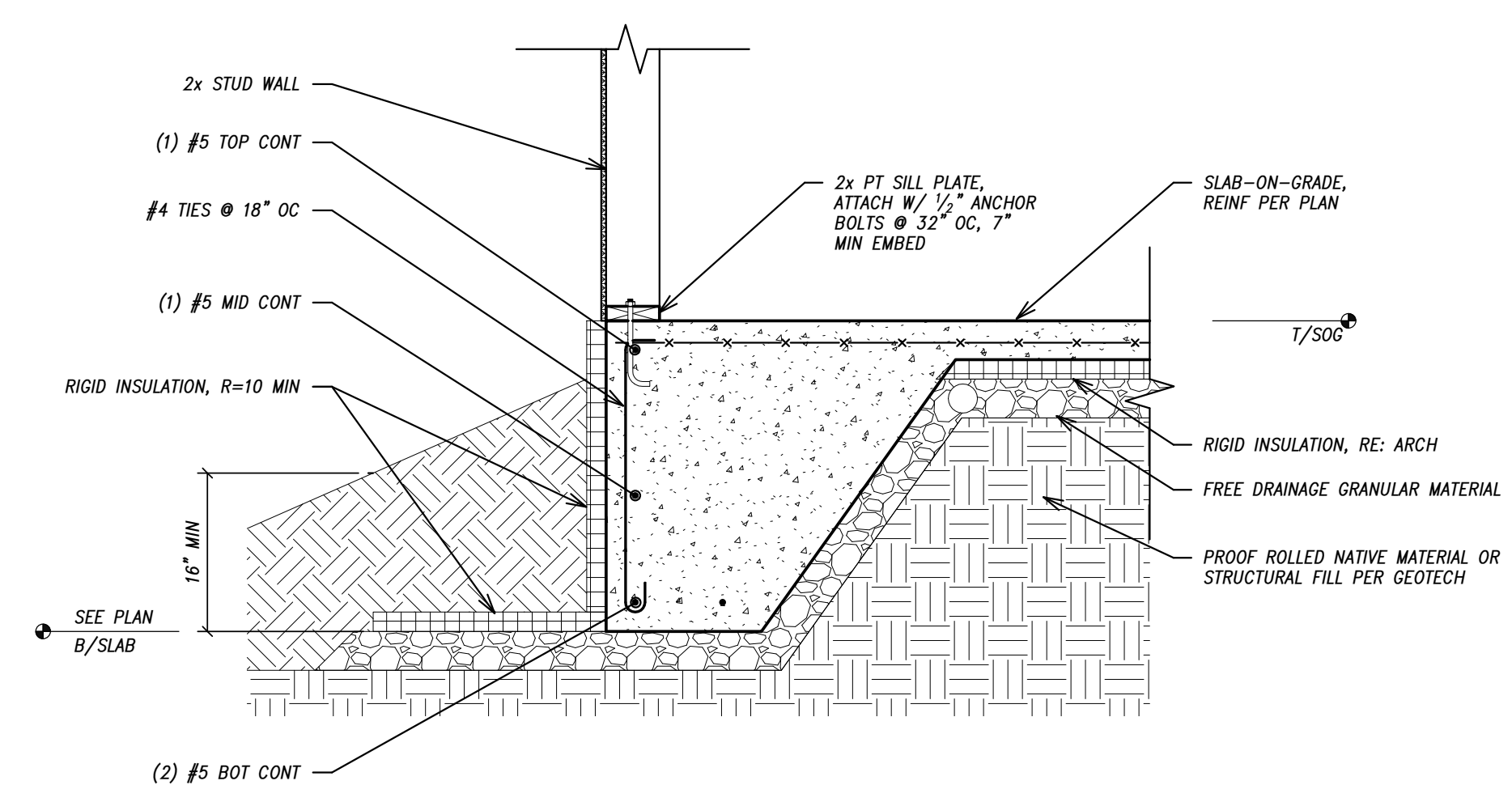
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3/4" = 1'-0"



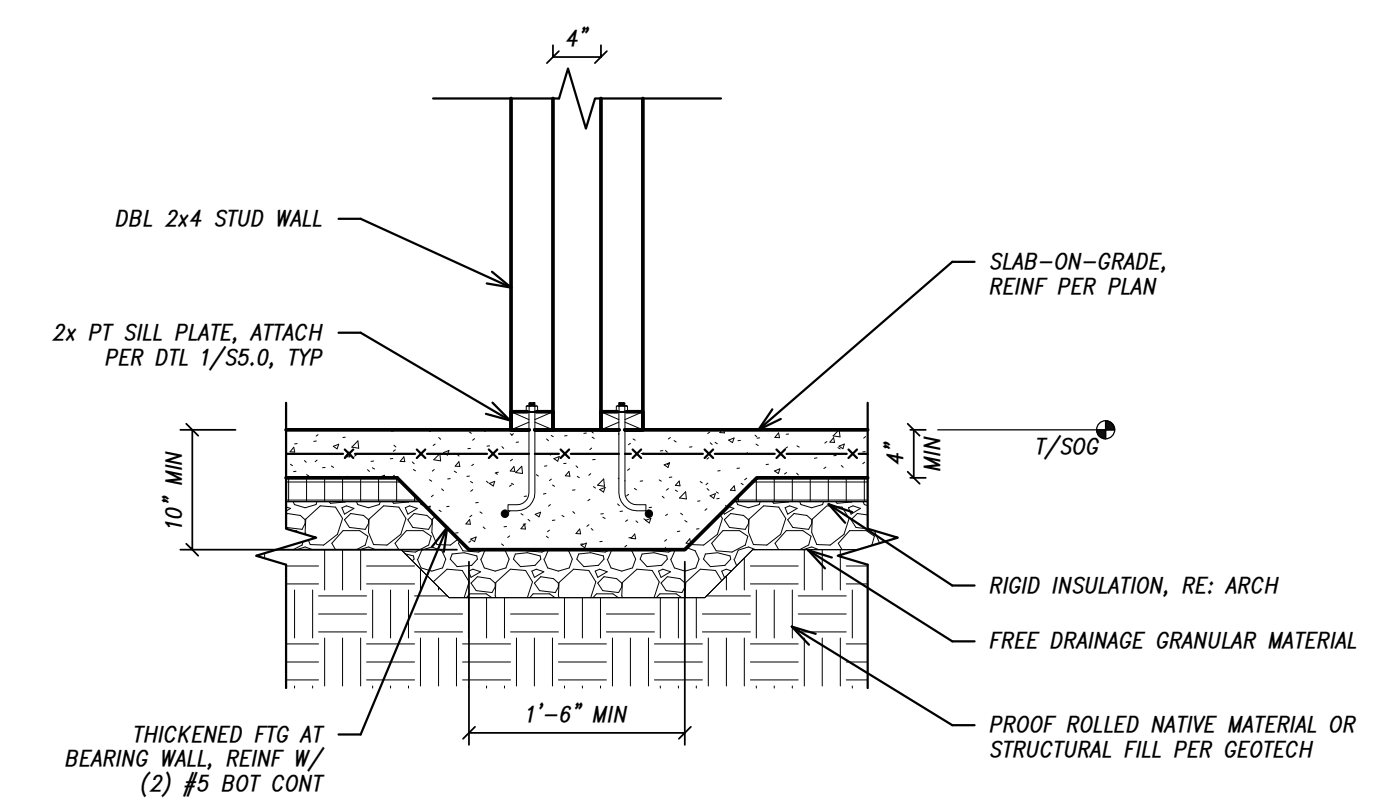
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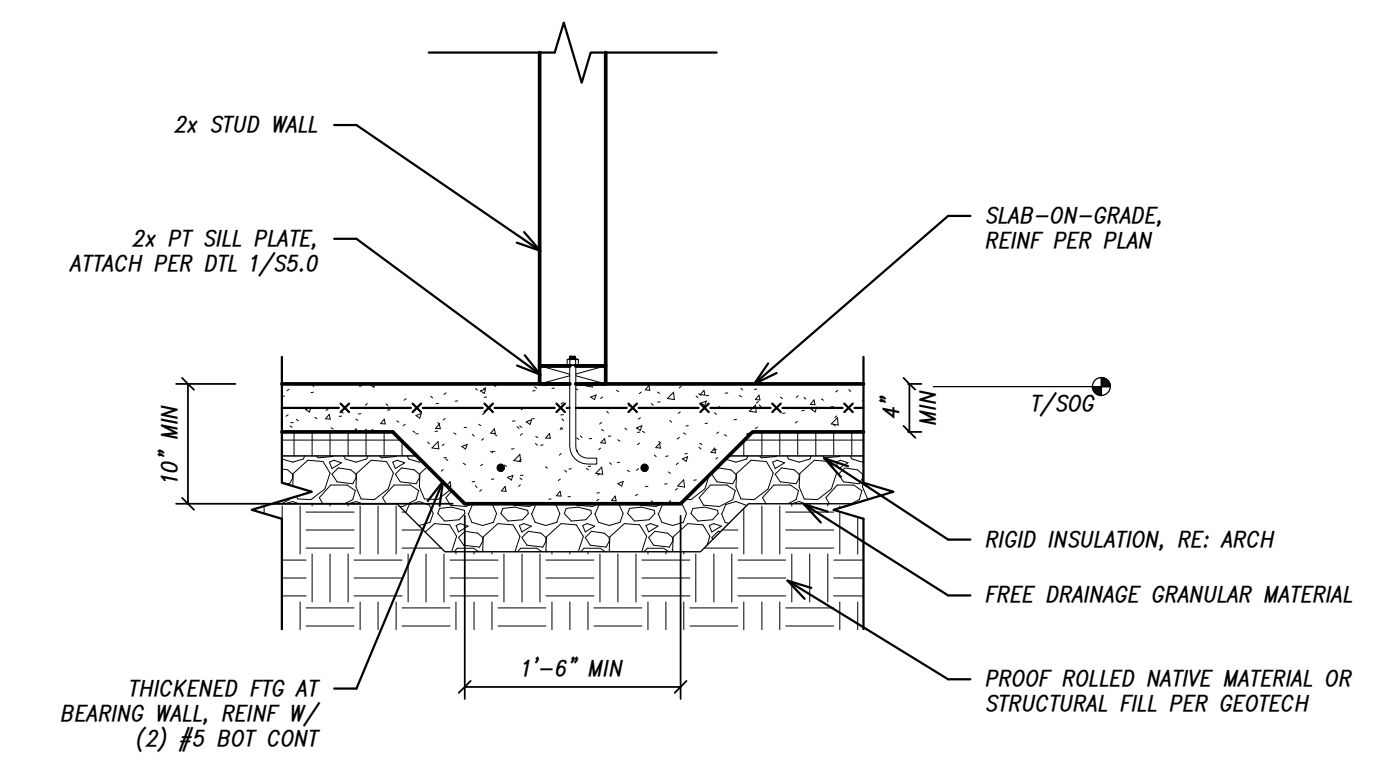
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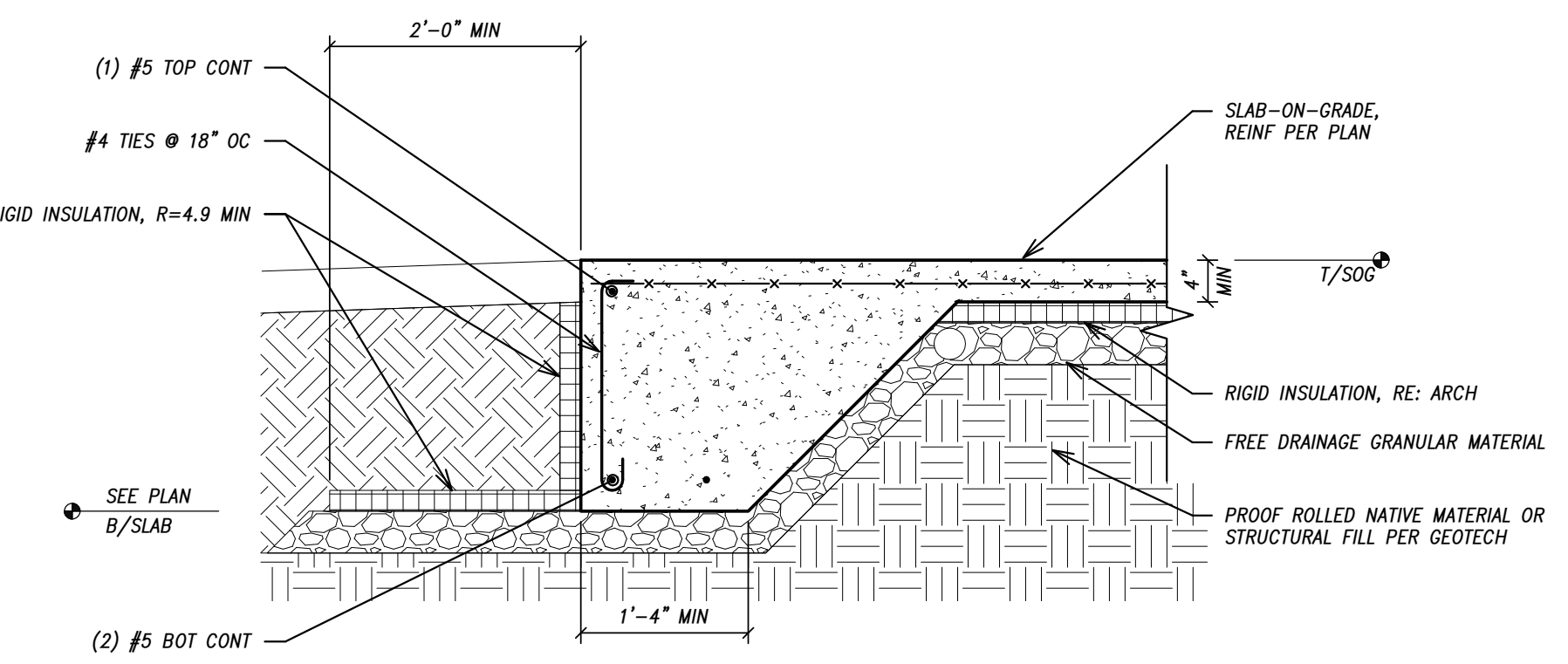
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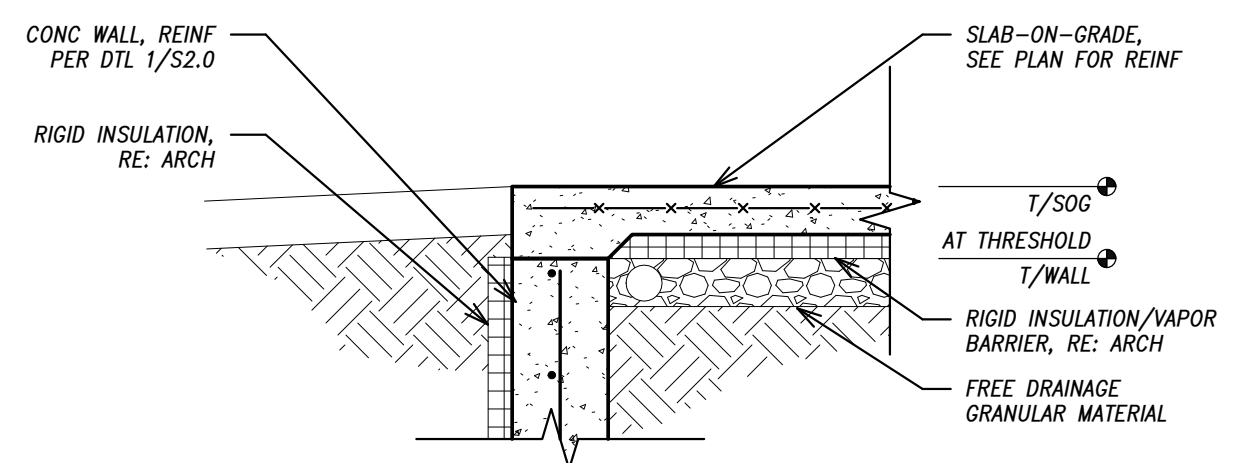
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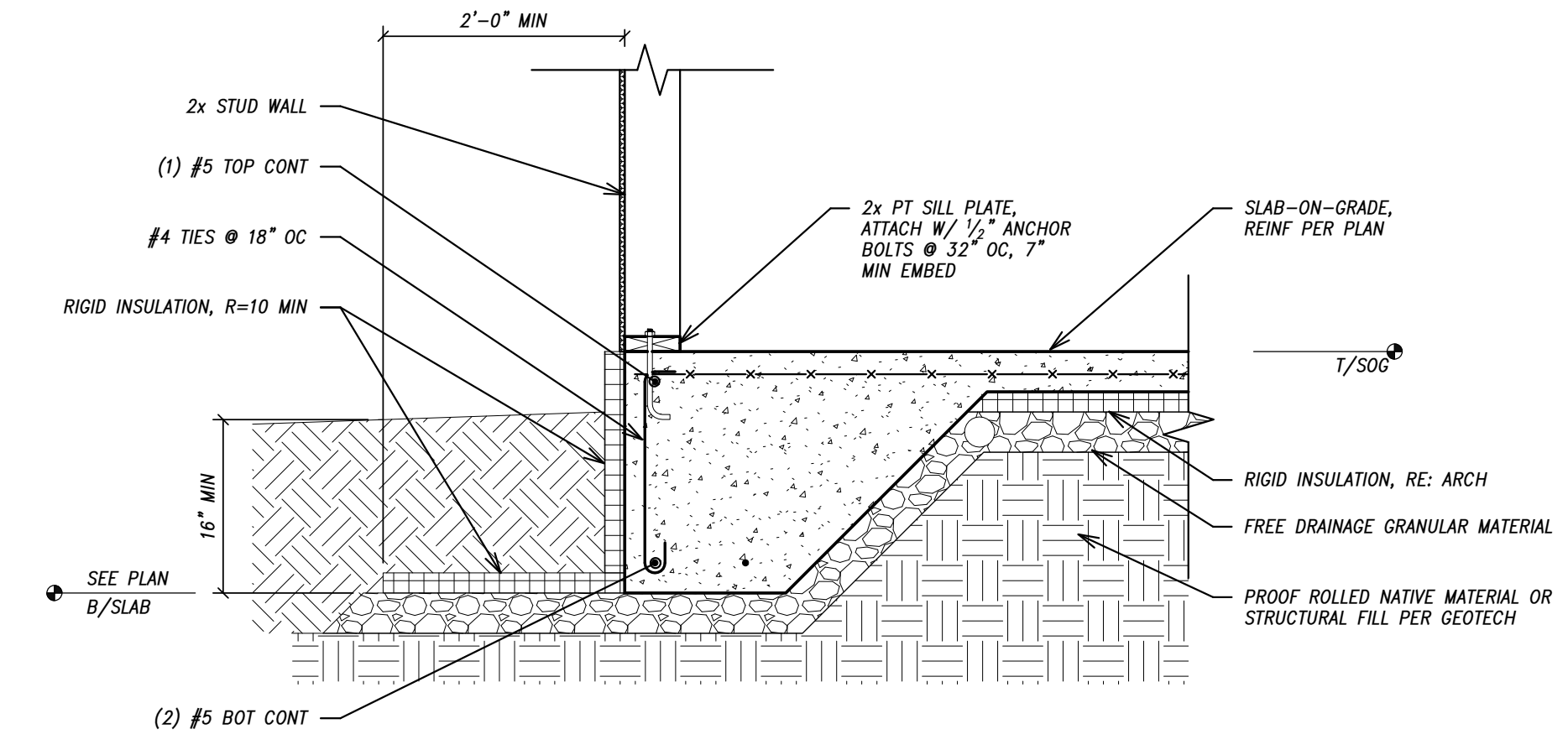
2 FOUNDATION DETAIL
3/4" = 1'-0"



5 FOUNDATION DETAIL
3/4" = 1'-0"



7 FOUNDATION DETAIL
3/4" = 1'-0"



1 FOUNDATION DETAIL
3/4" = 1'-0"

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THE MARY RUTH PLACE
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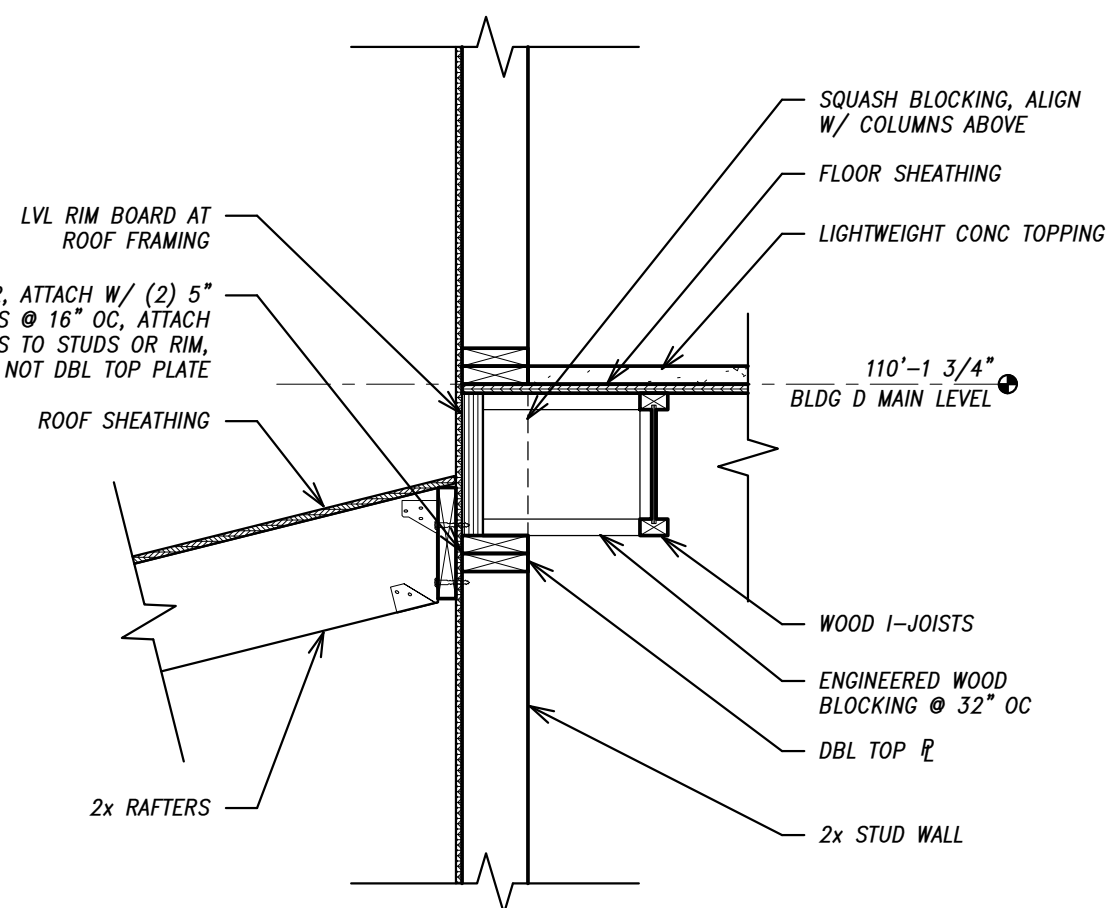
FRAMING DETAILS

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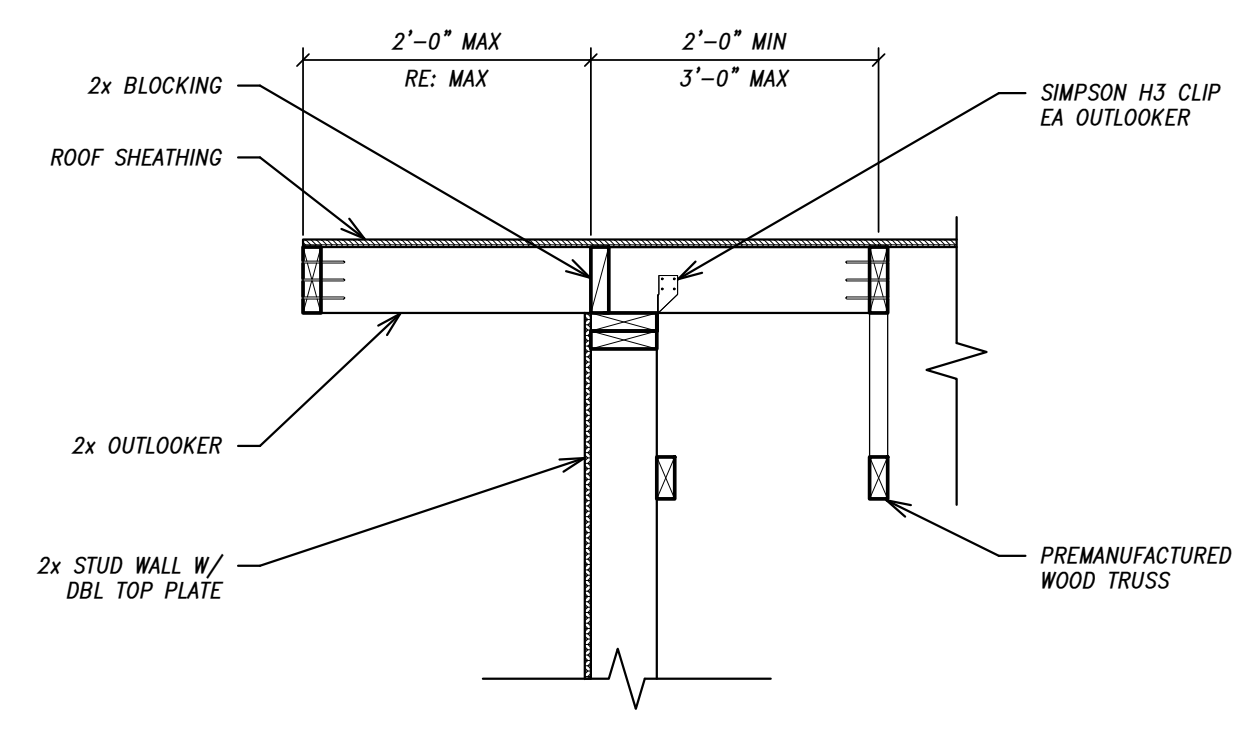
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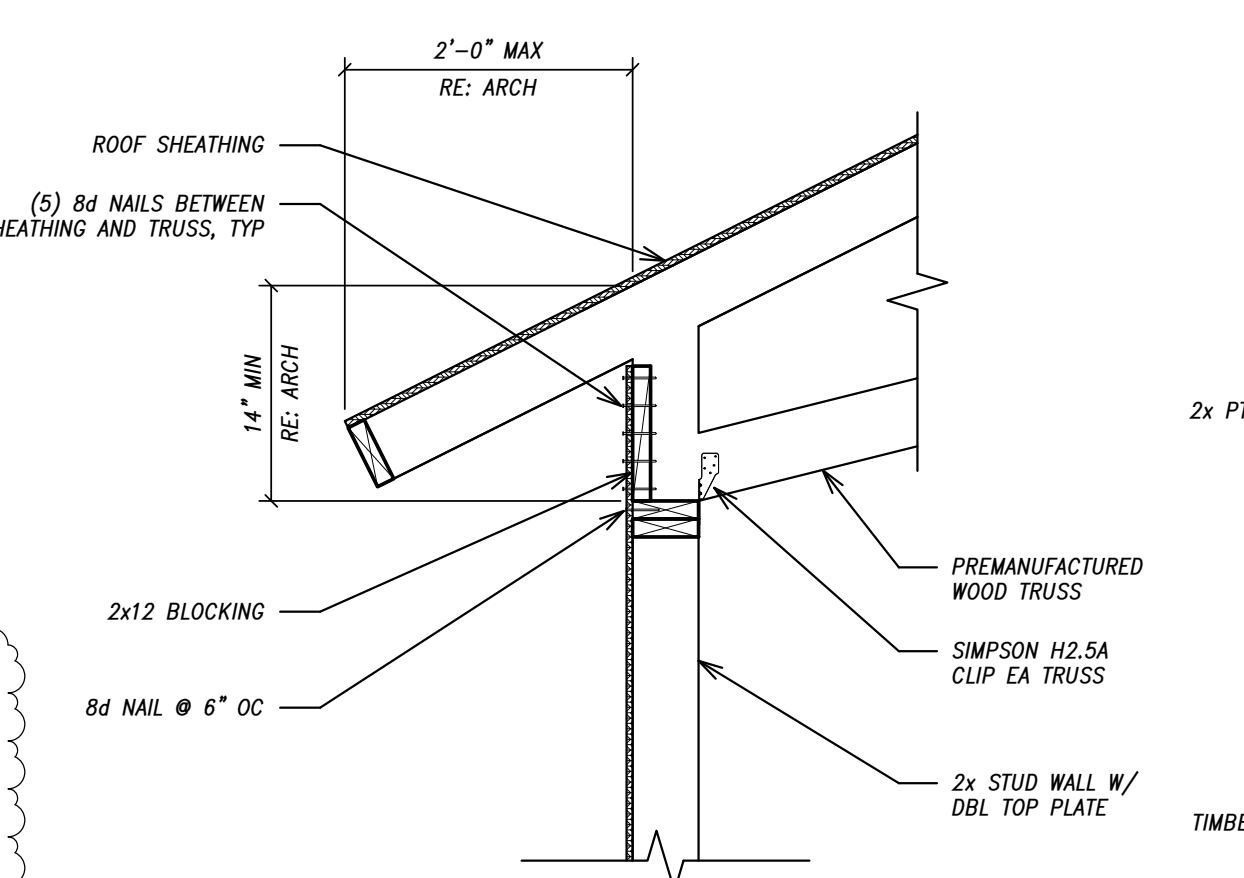
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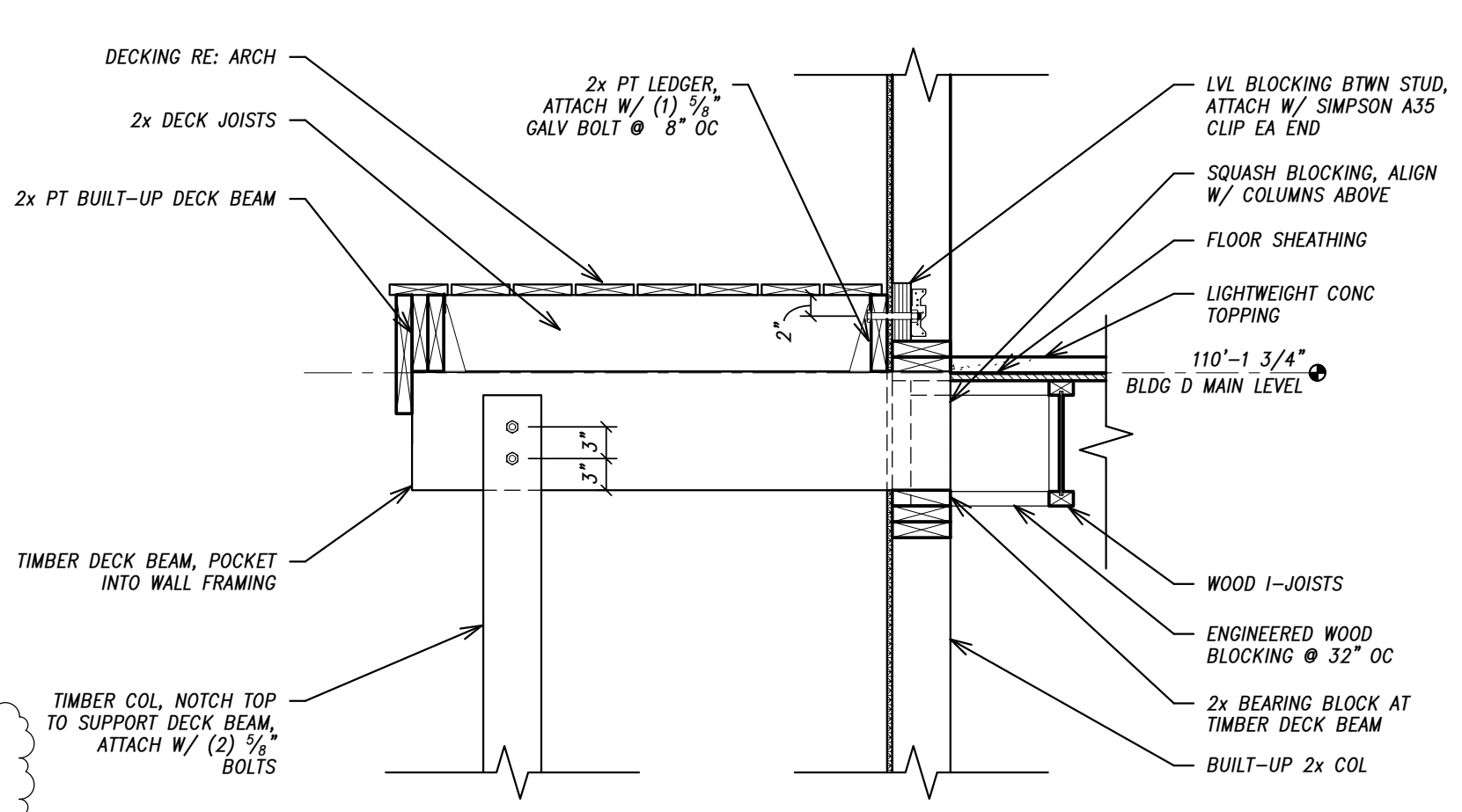
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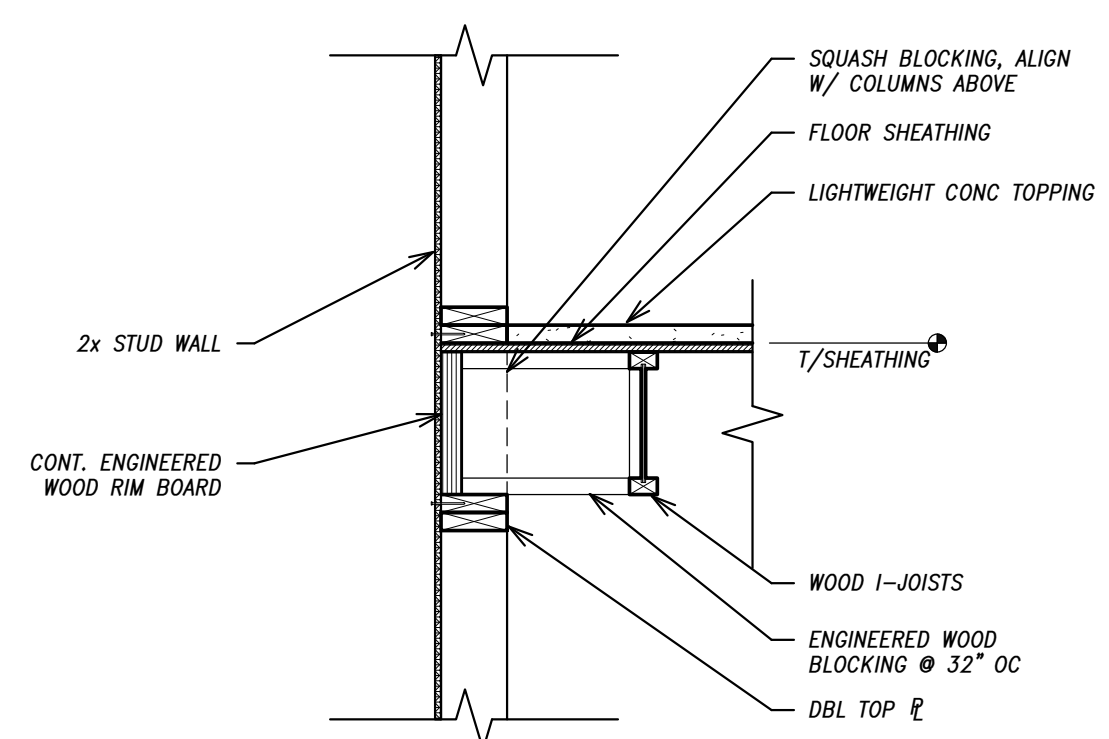
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3/4" = 1'-0"



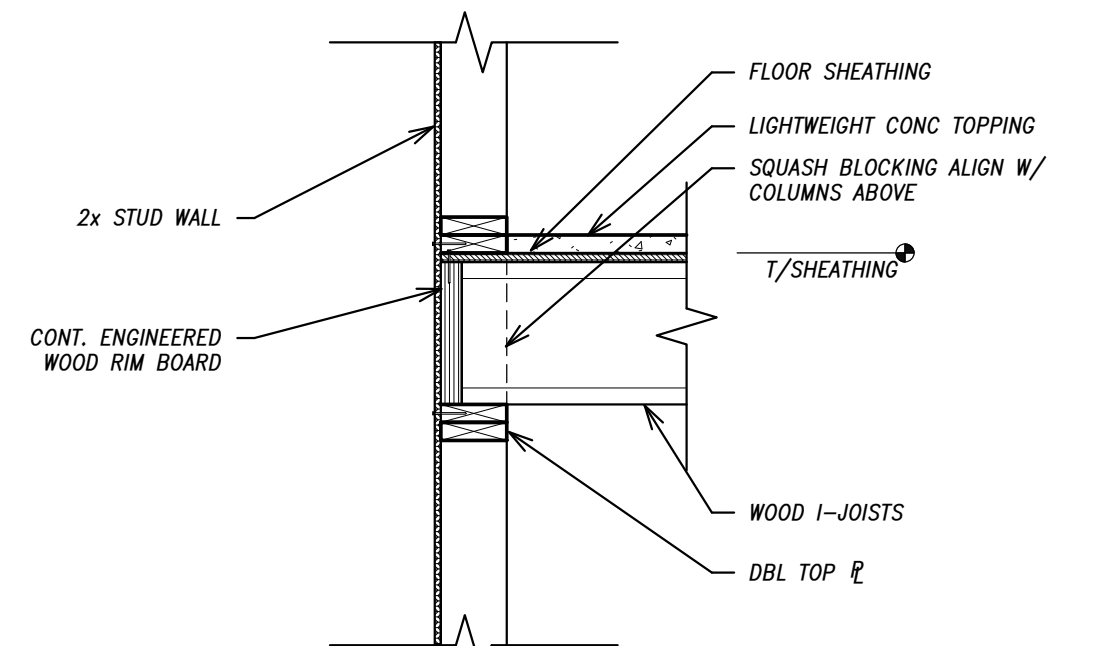
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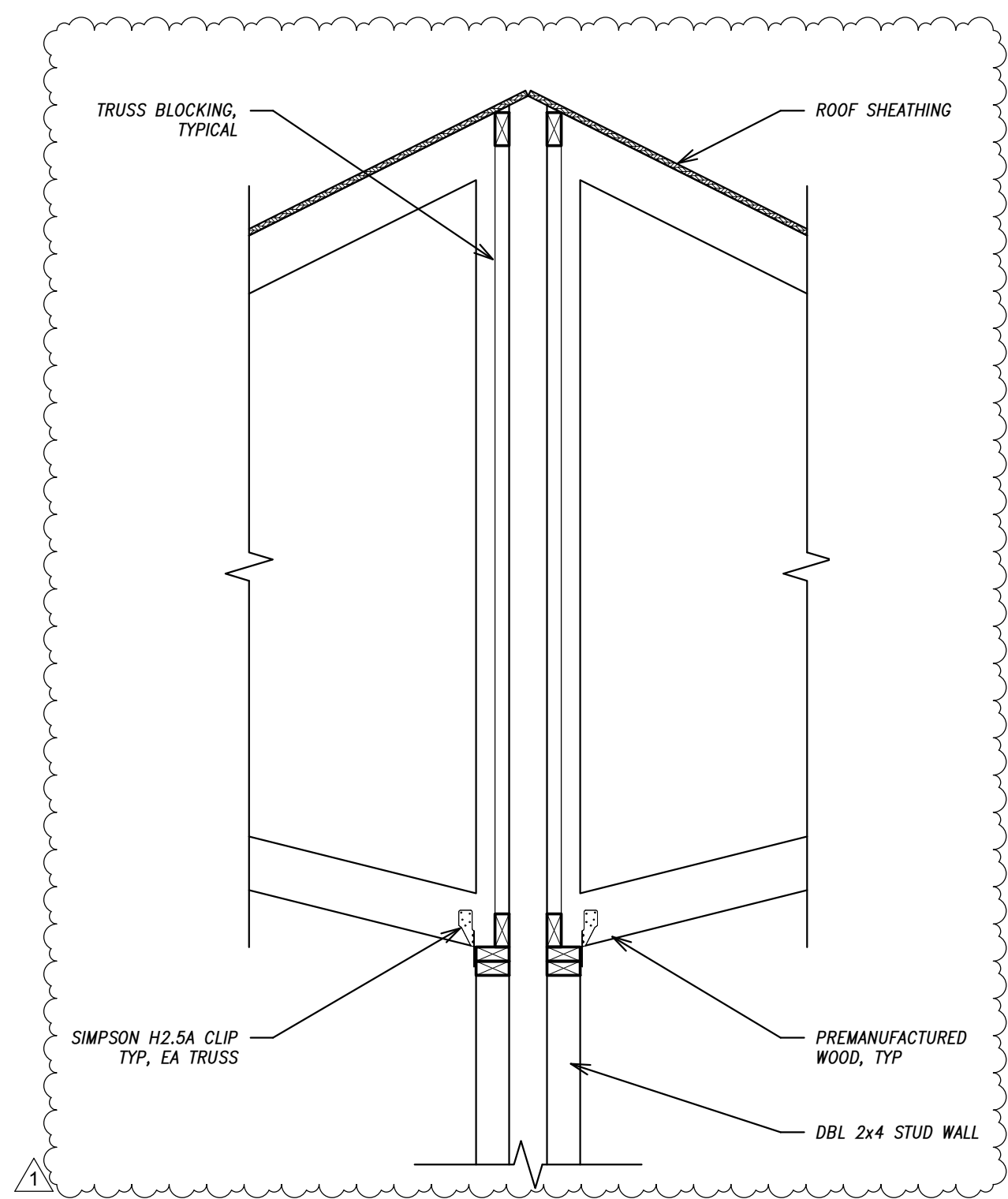
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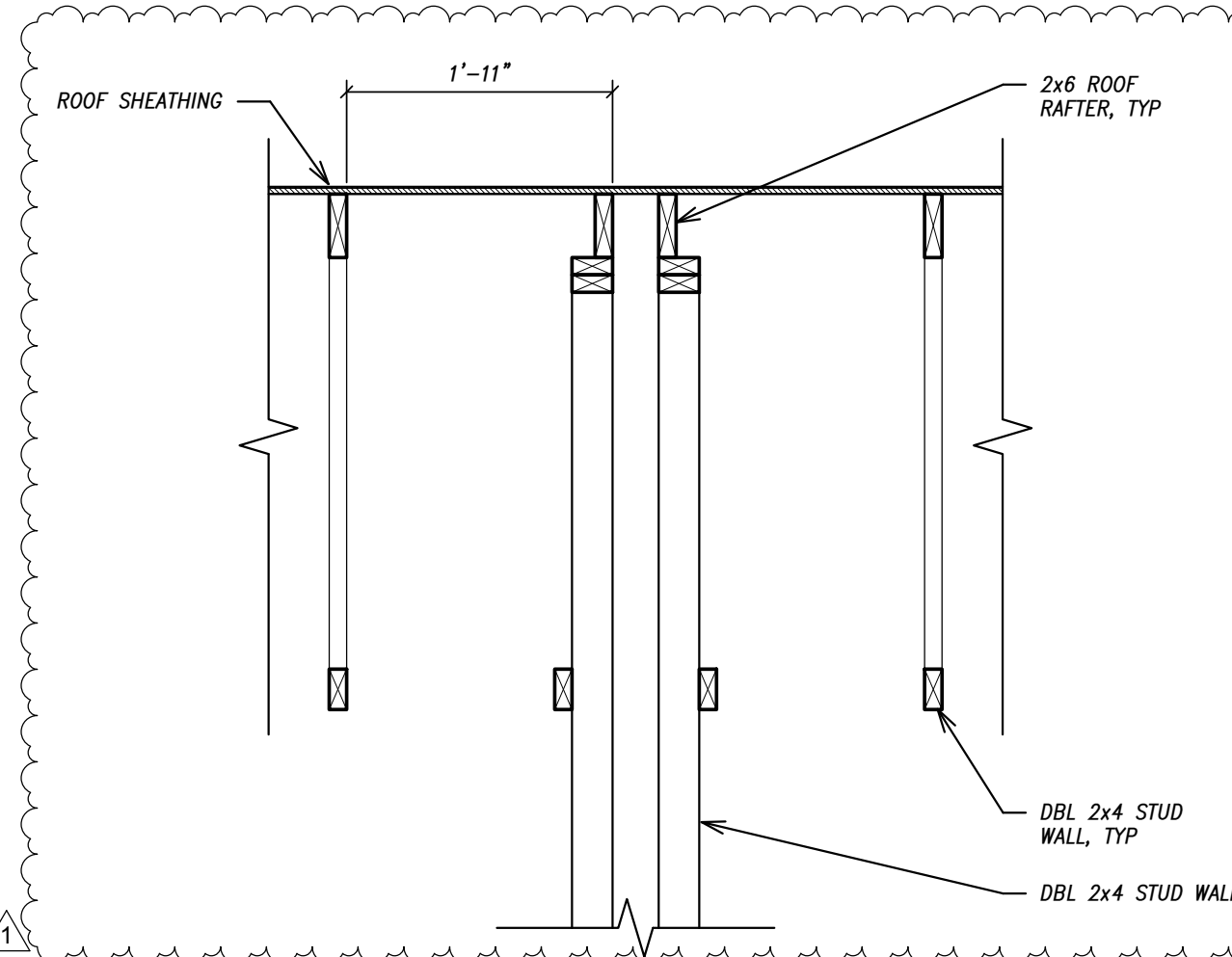
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3/4" = 1'-0"



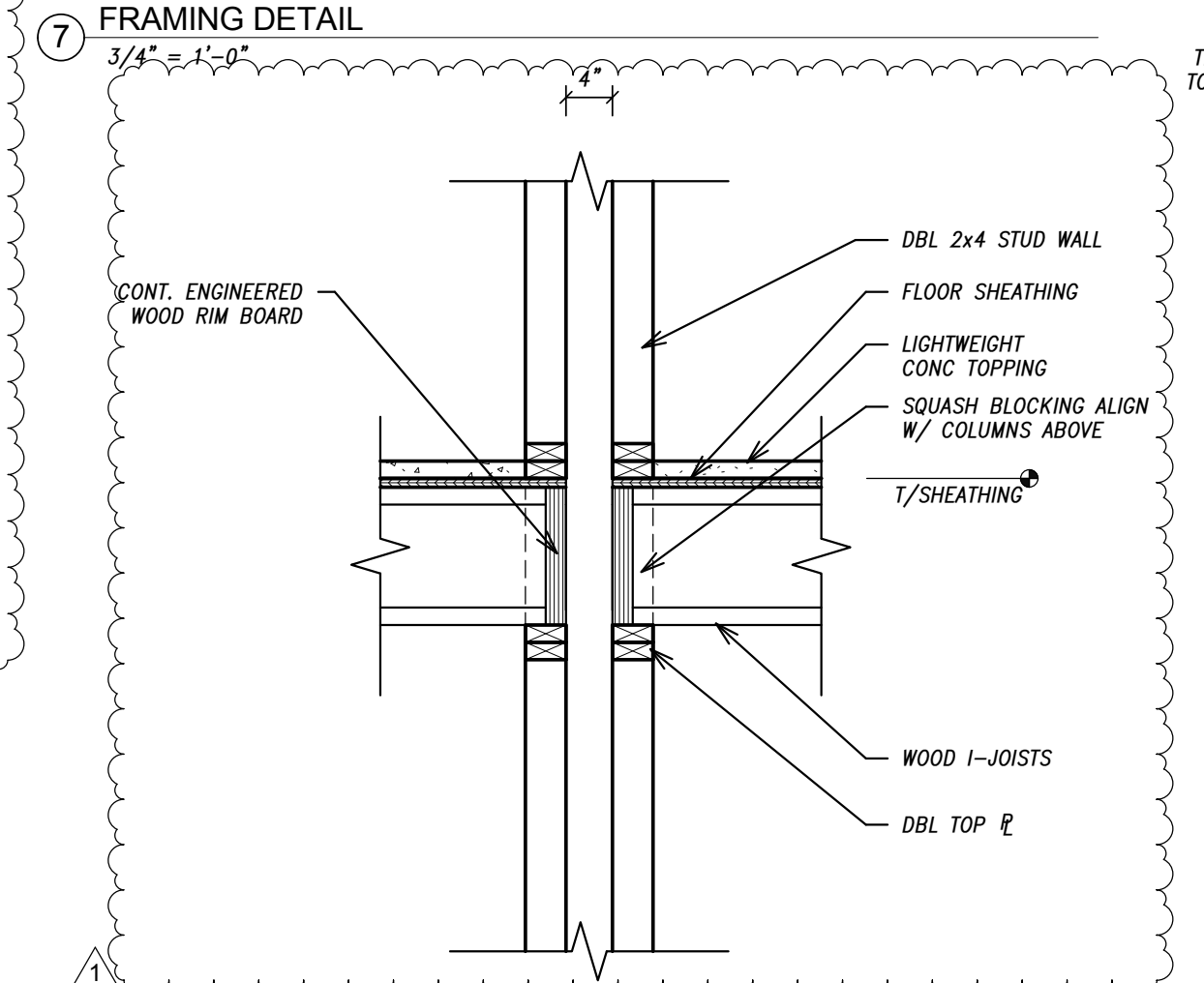
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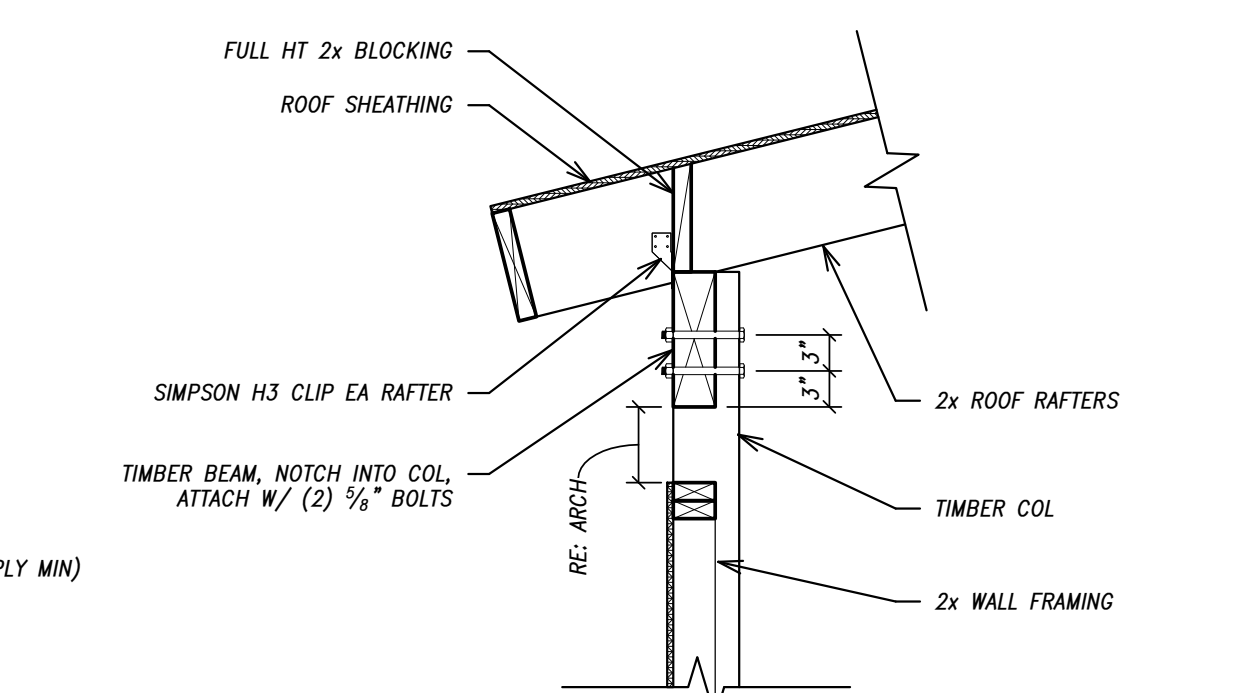
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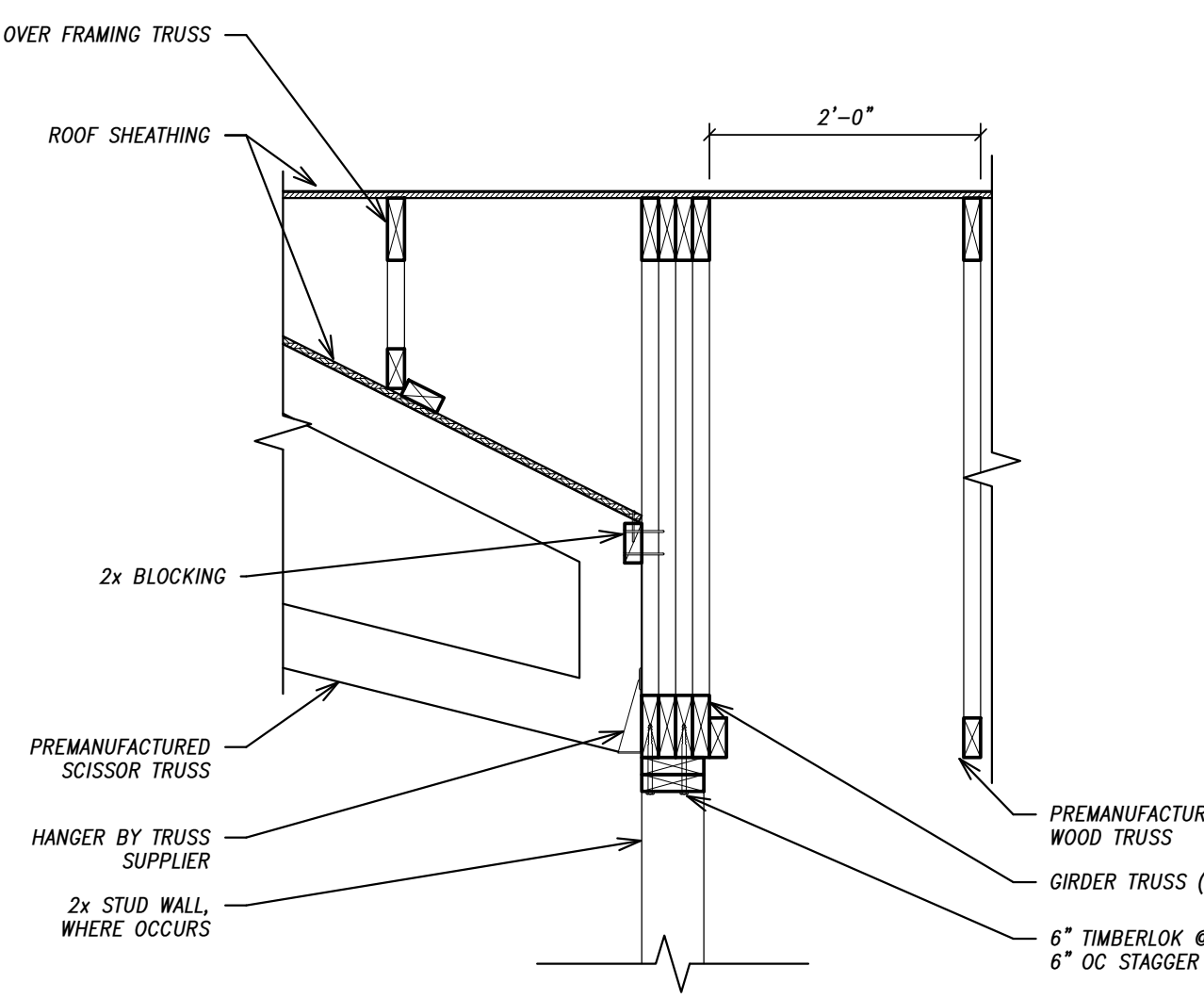
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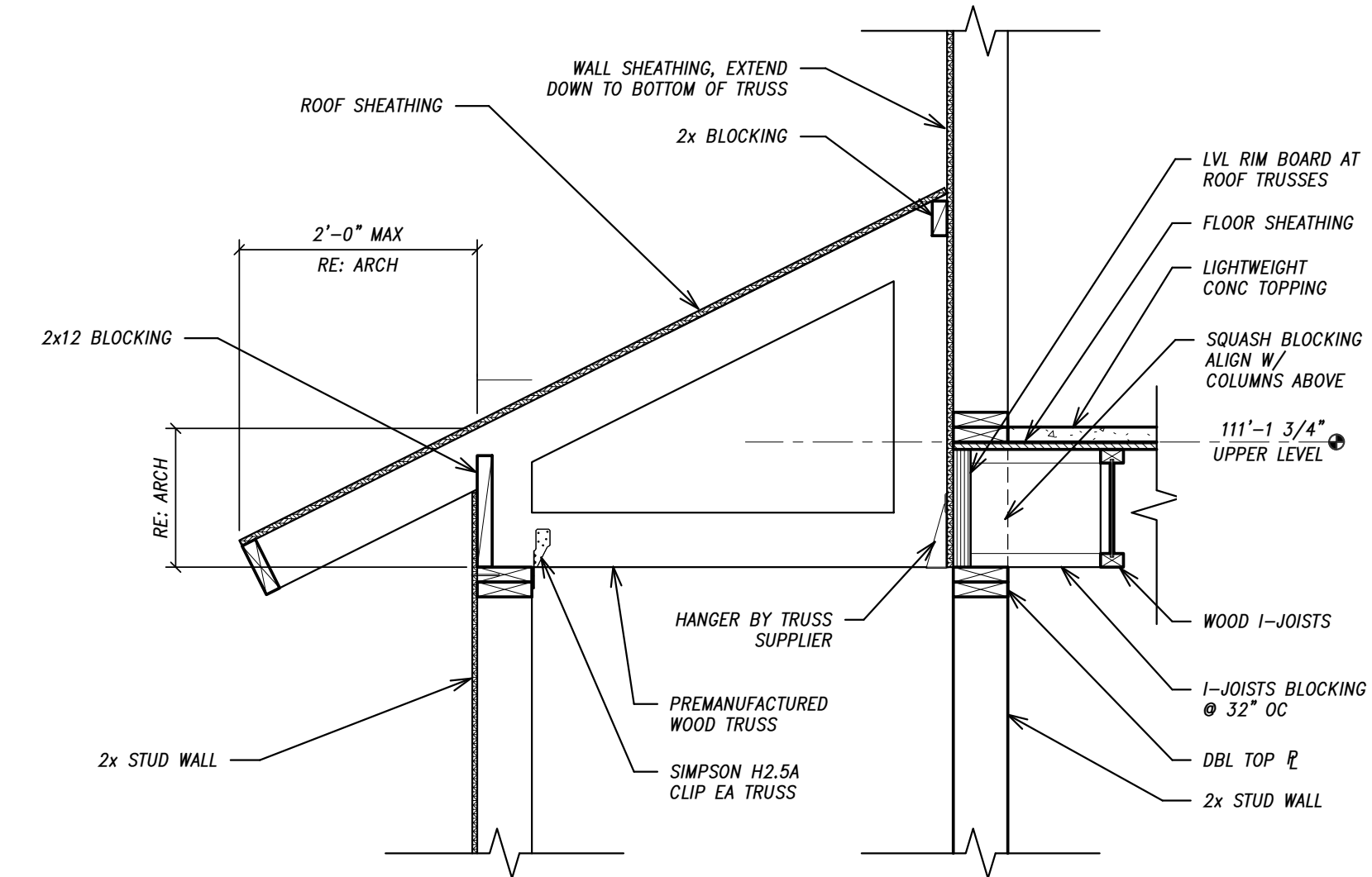
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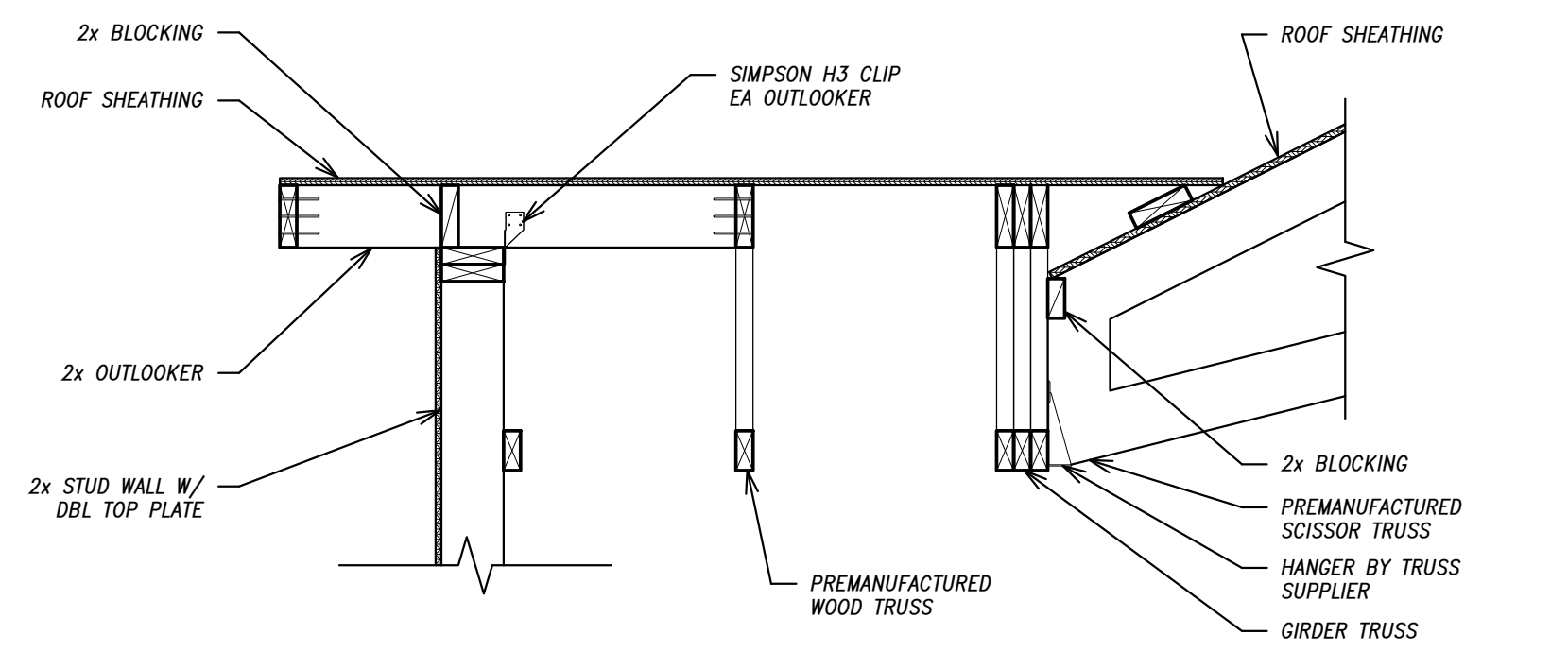
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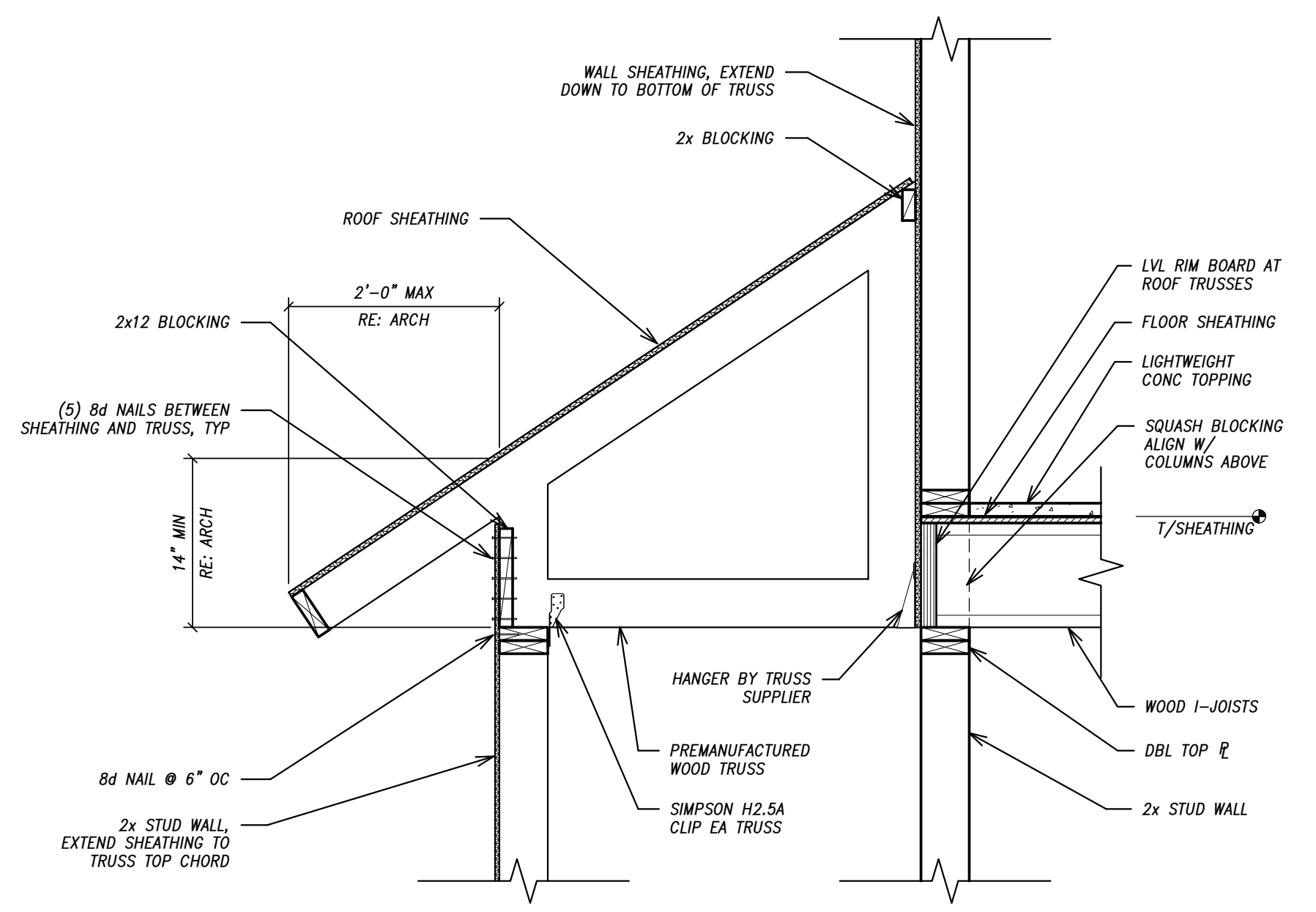
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3/4" = 1'-0"



14 FRAMING DETAIL
3/4" = 1'-0"



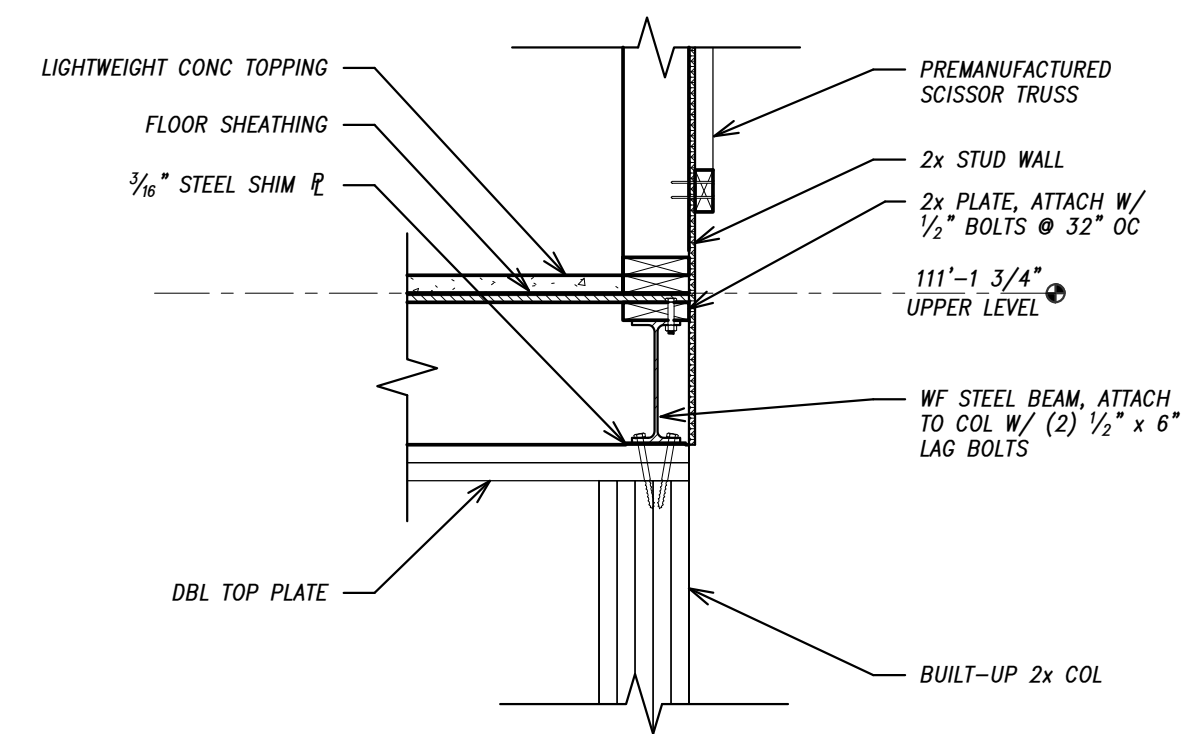
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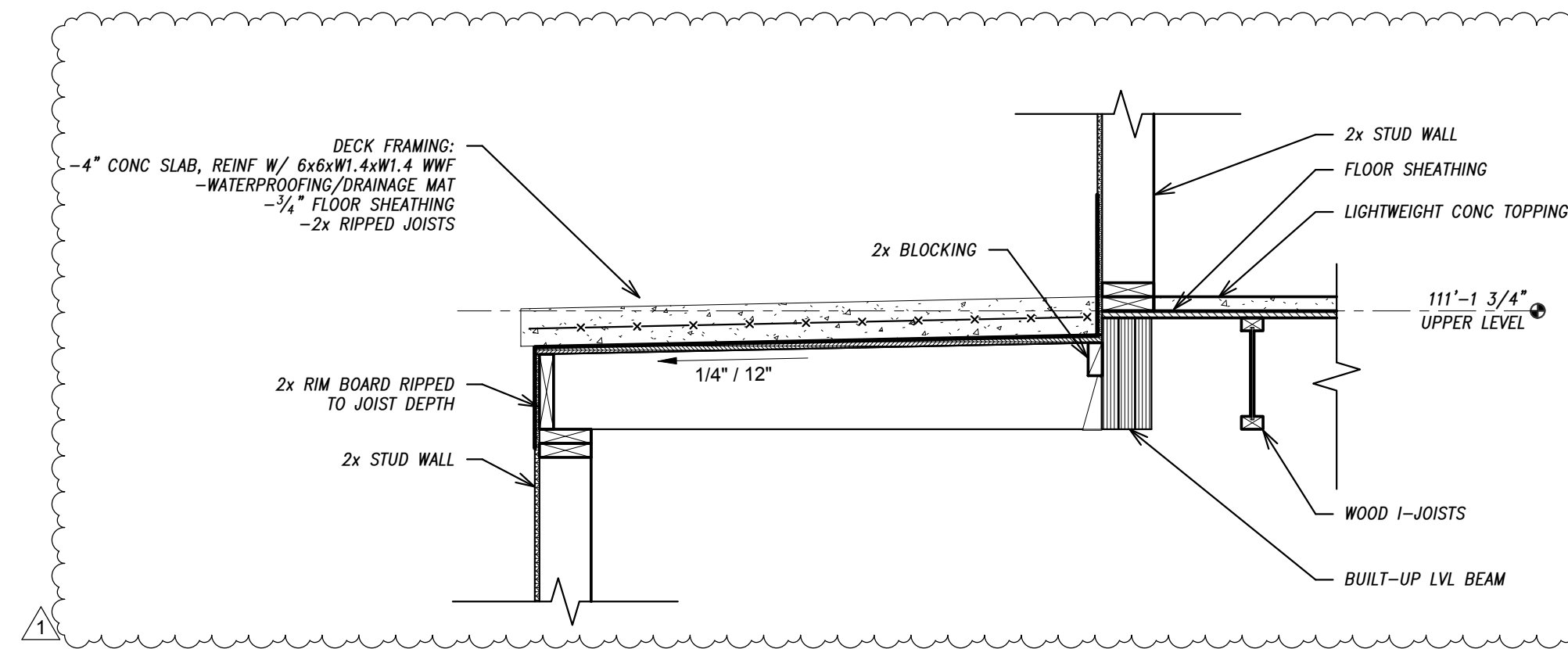
12 FRAMING DETAIL
3/4" = 1'-0"

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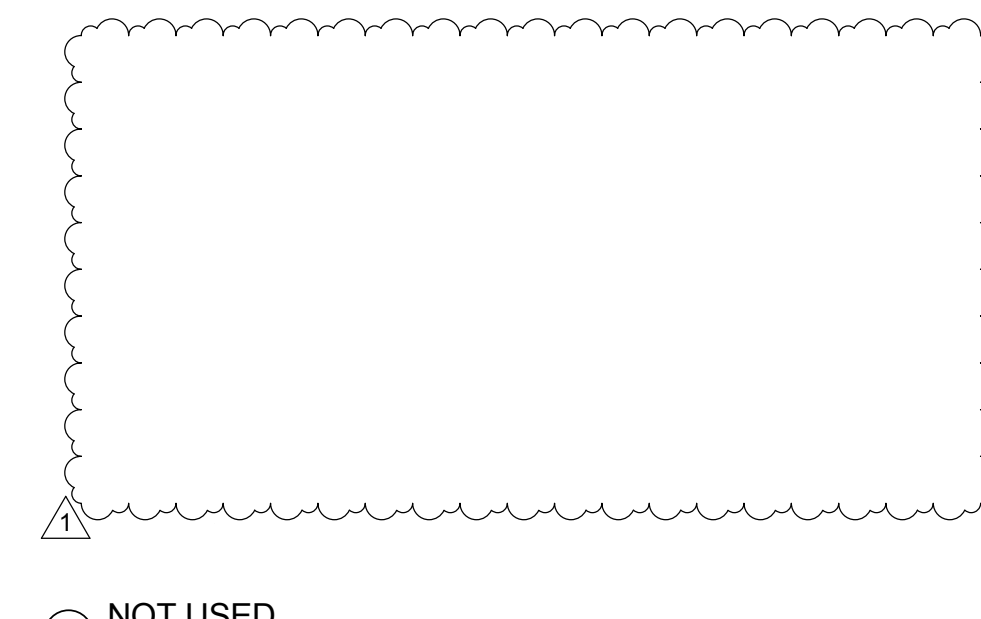
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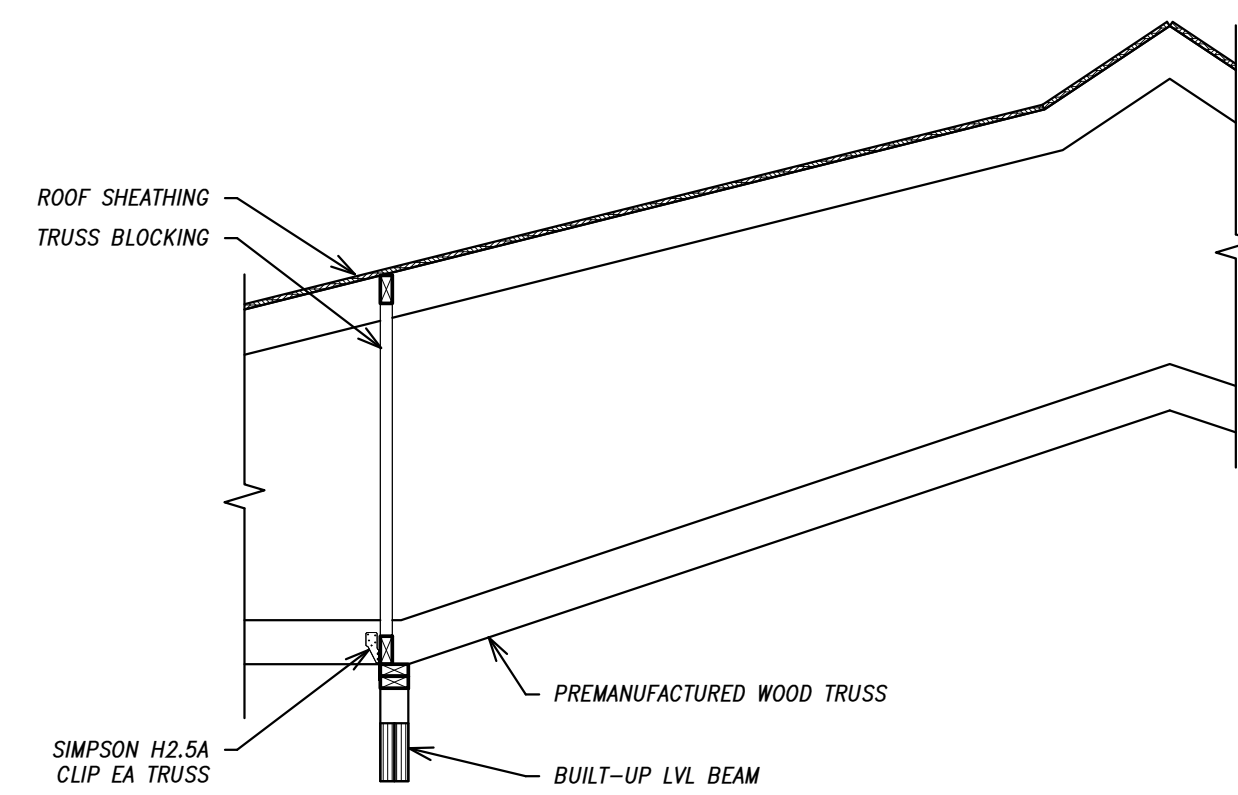
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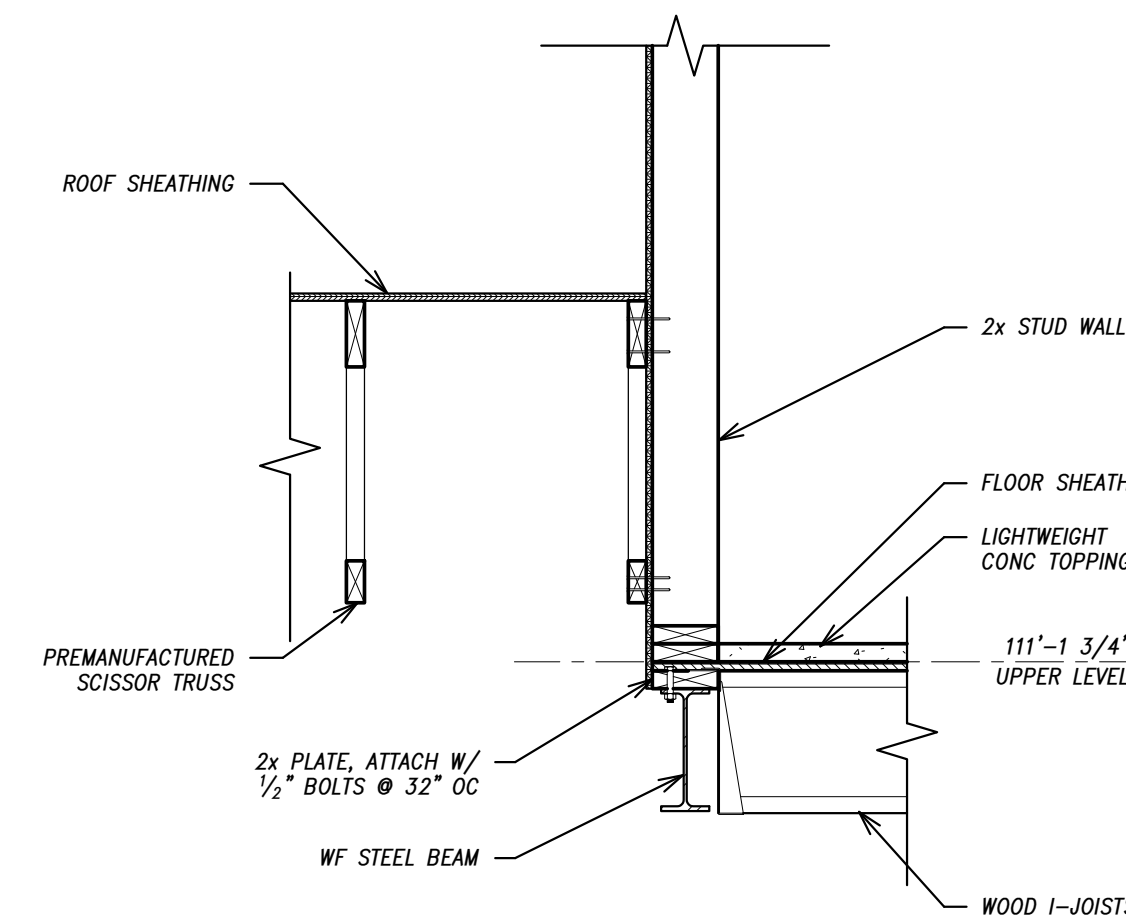
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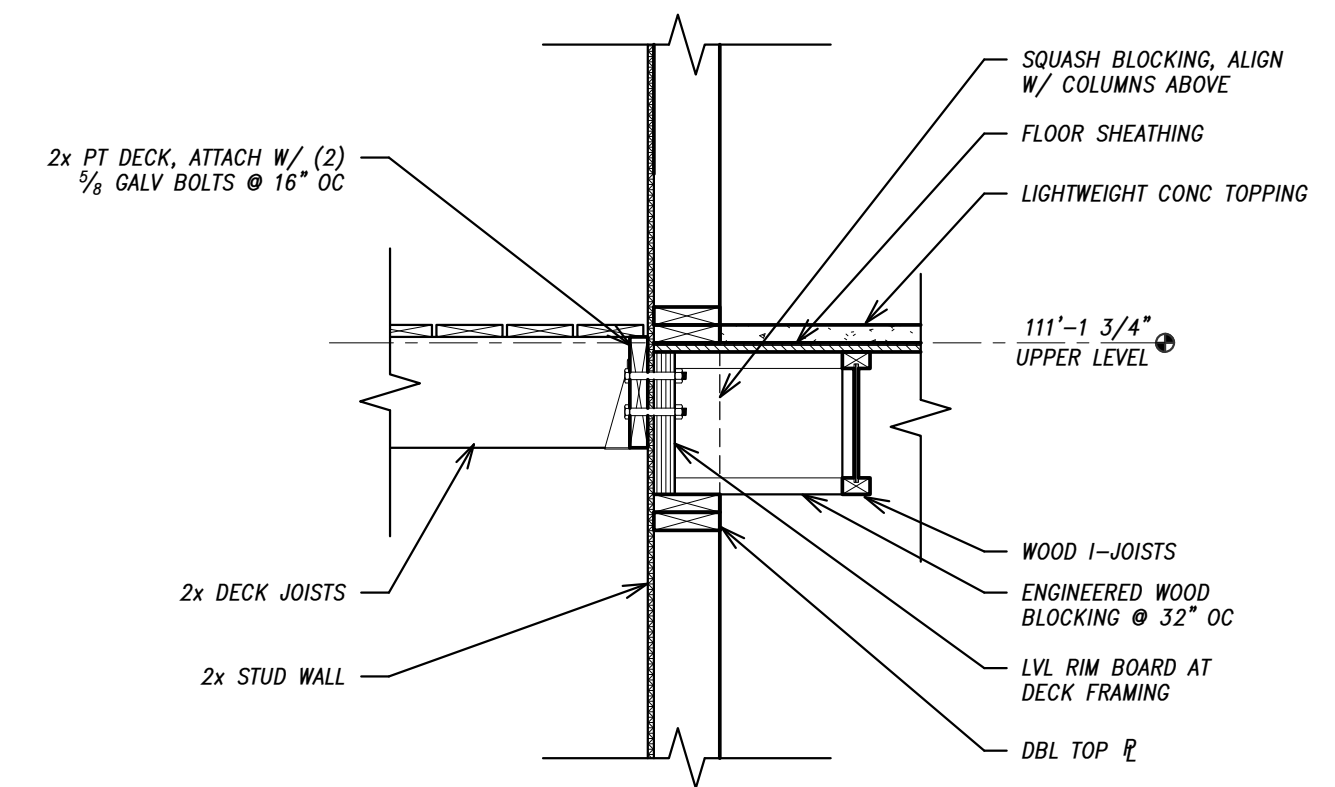
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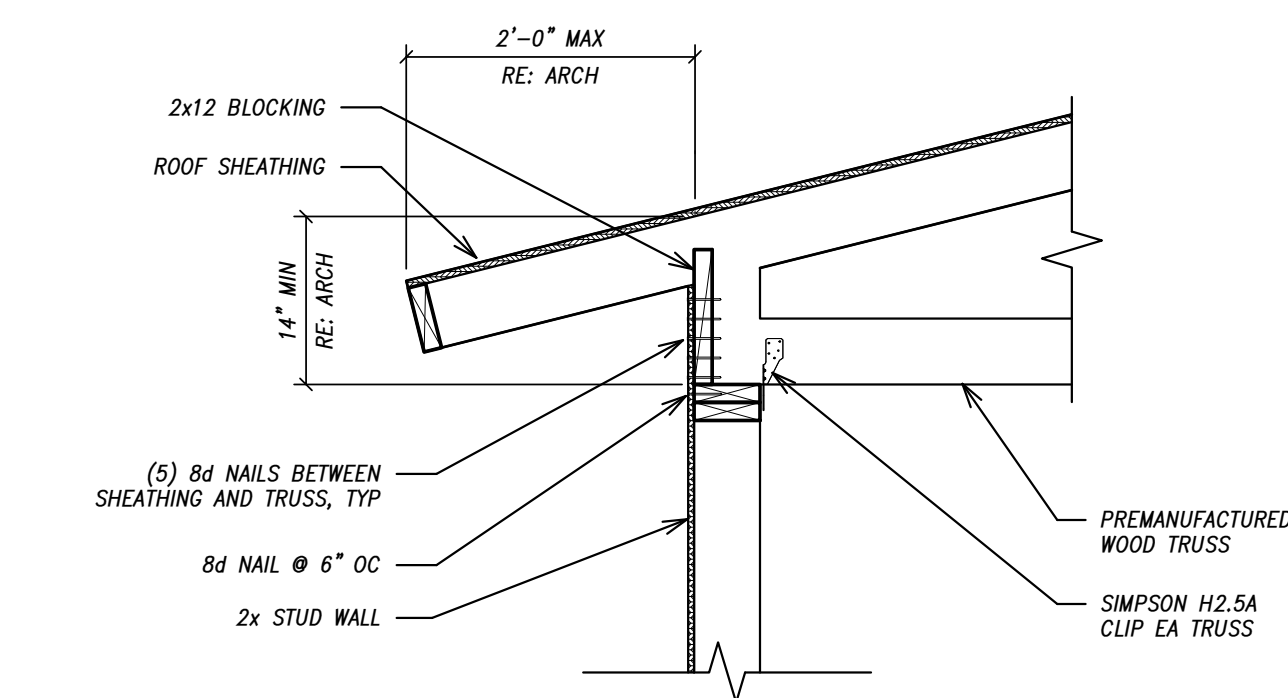
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1/2" = 1'-0"



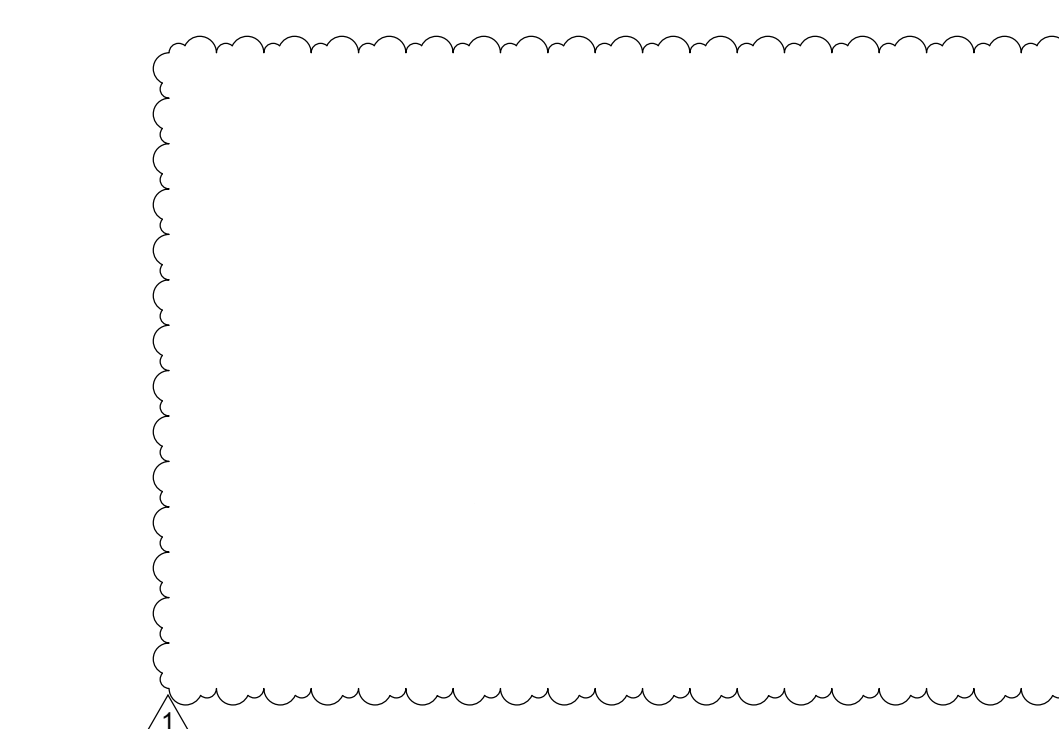
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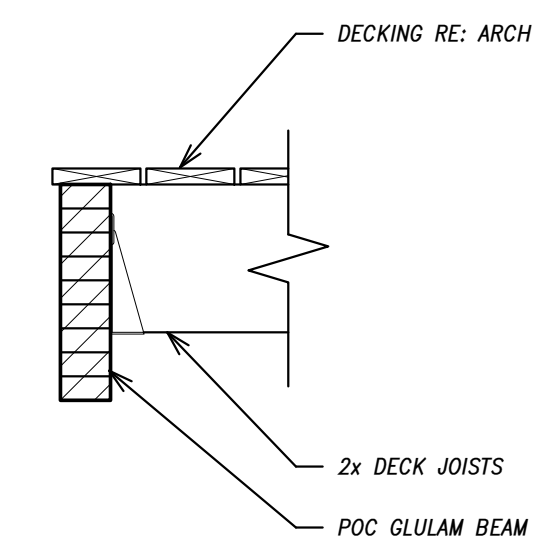
2 FRAMING DETAIL
3/4" = 1'-0"



9 FRAMING DETAIL
3/4" = 1'-0"



5 NOT USED
3/4" = 1'-0"



1 FRAMING DETAIL
1" = 1'-0"

THE MARY RUTH PLACE
306 - 308 - 310 - 312 GALENA STREET
FRISCO, COLORADO

FRAMING DETAILS

ISSUE	DATE
FRAMING REVIEW	08.08.2017
PERMIT	08.25.2017
CONSTRUCTION	10.09.2017
REVISION 1	02.28.2017

PROJECT NUMBER: A0379

S5.2

MARY RUTH PLACE

A WORKFORCE HOUSING PROJECT FOR THE TOWN OF FRISCO

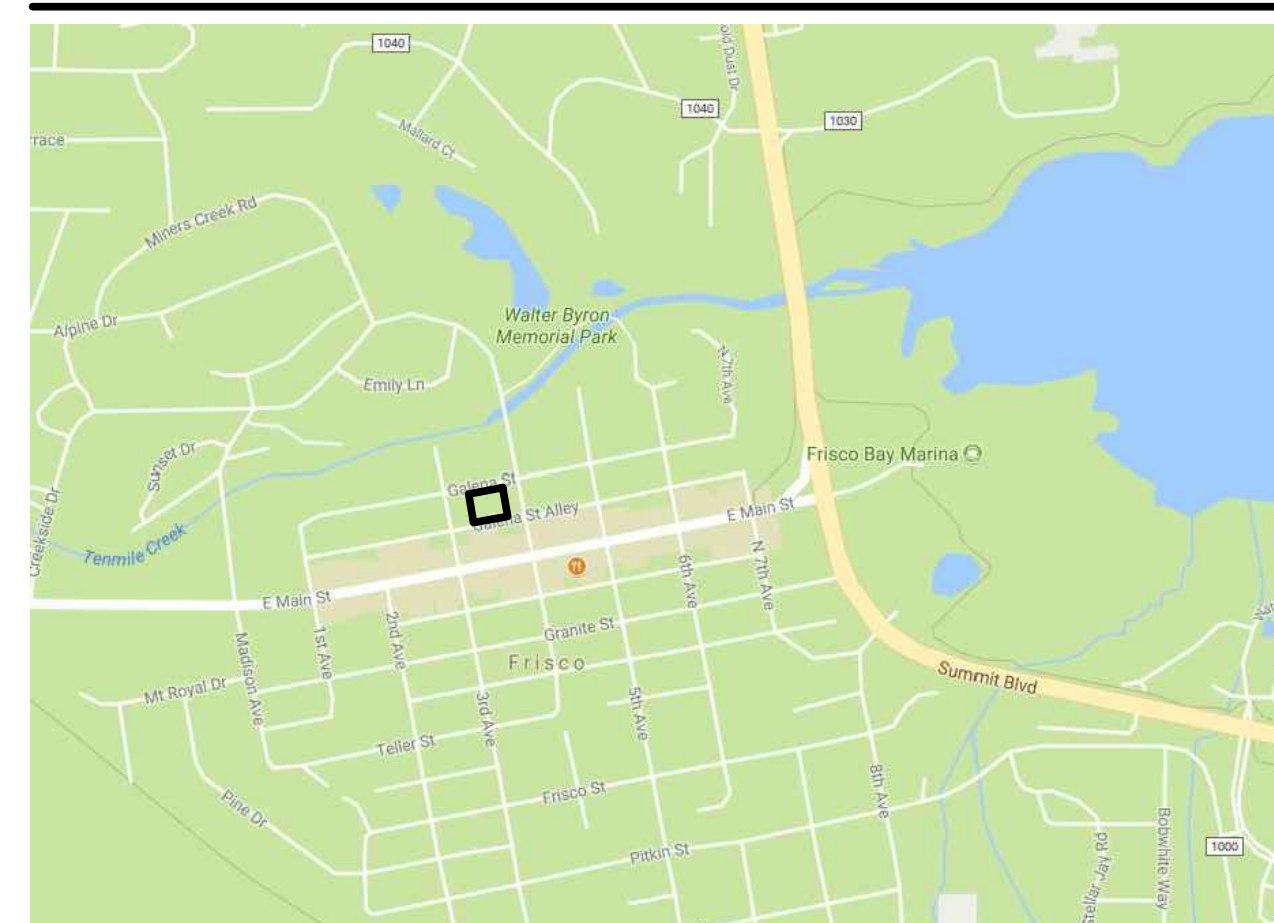


1101 Bannock Street
 Denver, Colorado 80204
 P 303.892.1186
 F 303.892.1186
 www.norris-design.com

LANDSCAPE SHEET INDEX

- L-01 LANDSCAPE COVER SHEET
- L-02 LANDSCAPE NOTES AND SCHEDULE
- L-03 LANDSCAPE PLAN
- L-04 LANDSCAPE DETAILS
- L-05 LANDSCAPE DETAILS
- L-06 SCHEMATIC IRRIGATION PLAN

VICINITY MAP



GENERAL NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. 8F5K-B; G5F9-BH08081C 09DF-BH08 CB & "L." * "D5D9F" DF-BHB; H-9C9 8F5K-B; G5H5 B+; 9F9BHIG09 K @AD57H-H-9 G750" J9F+ M+9 GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE G-90HG" H-9 F97-D9BHC; H-9C9 8F5K-B; G<5@09 F9DCBG00: CF ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
6. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
7. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORRIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE : C@CK 98 81 F-B; 7CBGF1 7HCB" H-9 7CBHF57HCF G-5@01 G9H-9C9 7CBHF57H8C71 A9BHG5G5 05GG: CF H-9 068" H-9 CKB9F 9@7HGH PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
8. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
9. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
12. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
13. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
16. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
17. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
18. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
20. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
21. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
22. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
23. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
24. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL ENSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
25. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
26. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
27. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
28. DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS, DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
29. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.
30. ALL BUILDING CODES TO BE MET. ALL GUARDRAILS AND HAND RAILS TO BE INSTALLED PER CODE. REFERENCE ARCHITECTURE FOR GUARDRAILS AND HANDRAILS.

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FOR CONSTRUCTION



DATE:
 08/25/17: PRMT SET
 10/9/17: PRMT SET 02

SHEET TITLE:
 LANDSCAPE
 COVER SHEET

L-01

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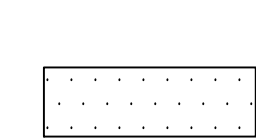
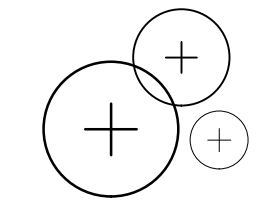
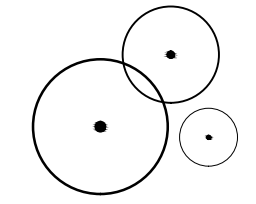
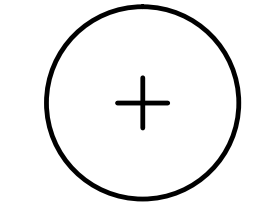
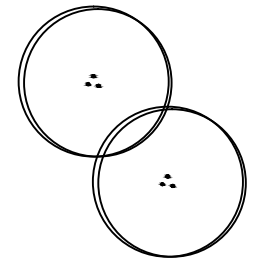
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DATE:
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SHEET TITLE:
 LANDSCAPE
 NOTES & SCHEDULE

LANDSCAPE SCHEDULE

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE & COND.
DECIDUOUS CANOPY TREE				
6	ASP	MULTISTEM QUAKING ASPEN	POPULUS TREMULOIDES	3" CAL CLUMP, COLLECTED
ORNAMENTAL TREES				
3	SHC	SCHUBERT CHOKECHERRY	PRUNUS VIRGINIANA 'SCHUBERT'	2" CAL, B&B
4	SPR	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	2" CAL, B&B
EVERGREEN TRESS				
1	FOX	BRISTLEcone PINE	PINUS ARISTATA	7' HEIGHT, COLLECTED
1	CBS	COLORADO BLUE SPRUCE	PICEA PUNGENS	10' HEIGHT, B&B
DECIDUOUS SHRUBS				
2	KDP	KATHERINE DYKES POTENTILLA	POTENTILLA FRUTICOSA 'KATHERINE DYKES'	#5 CONT.
3	RBE	RED BERRY ELDER	SAMBUCUS PUBENS	#5 CONT.
3	CPL	COMMON LILAC	SYRINGA VULGARIS	#5 CONT.
EVERGREEN SHRUBS				
3	GSP	DWARF GLOBE SPRUCE	PICEA PUNGENS 'GLAUCA GLOBOSA'	#5 CONT.
ORNAMENTAL GRASSES				
20	AVG	BLUE AVENA GRASS	HELICTOTRICHON SEMPERVIRENS	#1 CONT.
14	IRG	INDIAN RICE GRASS	ACHNATHERUM HYMENOIDES	#1 CONT.
10	PJG	PRAIRIE JUNE GRASS	KOELERIA MACRANTHA	#1 CONT.
11	THG	TUFT HAIR GRASS	DESCHAMPSIA CESPITOSA	#1 CONT.
SOD				
		ECOLOTURF OR EQUAL.		



LANDSCAPE NOTES

- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
- THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
- THE CONTRACTOR SHALL WARRANT ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF TWO YEARS AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
- IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT
- LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
- PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE SPECIFICATIONS.
- TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
- EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH STANDARD FOR FURTHER DIRECTION.
- ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND WITH A SINGLE LEADER AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
- ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A MINIMUM PERIOD OF 3 YEARS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 3 YEARS FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
- ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
- SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY 4" BLACK PERFORATED, ROLL TOP STEEL EDGER OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES
- ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN. 3" DEPTH, SHREDDED BARK LANDSCAPE MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. MULCH AS DESCRIBED IN THE SPECIFICATIONS AND SHOWN ON LANDSCAPE PLANS OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 2" DEPTH SMALL NUGGET LANDSCAPE MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUNDCOVER OR PERENNIAL AREAS.
- AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
- CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
- A PERMANENT IRRIGATION SYSTEM SHALL BE INSTALLED. ALL TREES AND SHRUBS SHALL BE DRIP IRRIGATED. ALL PERENNIALS, ANNUALS, AND GROUNDCOVERS SHALL BE SPRAY IRRIGATED.
- PRE-EMERGENT, WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION, EXCEPT IN SEEDED AREAS.
- THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE TOWN OF FRISCO SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION.
- THE OWNER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.

LANDSCAPE GRADING NOTES

- THE CONTRACTOR IS TO REVIEW, UNDERSTAND AND ADHERE TO SPOT ELEVATIONS AND CONTOURS AS INDICATED ON THE GRADING PLAN UNLESS SPECIFICALLY AUTHORIZED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL VERIFY THAT ALL MINIMUM AND MAXIMUM SLOPES IDENTIFIED ON THE PLANS ARE ACHIEVABLE IN THE FIELD PRIOR TO START OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL STAKING NECESSARY TO COMPLETE THE WORK. THIS SHALL INCLUDE ANY RE-STAKING IF NECESSARY. THE CONTRACTOR SHALL PAY FOR ALL STAKING FOR THE PROJECT UNLESS SPECIFICALLY AGREED TO OTHERWISE IN THE CONTRACT DOCUMENTS.
- ALL LANDSCAPE AREAS SHALL BE GRADED TO ACHIEVE POSITIVE DRAINAGE. MINIMUM SLOPE ON LANDSCAPED AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% (4:1) UNLESS OTHERWISE INDICATED ON THE PLANS.
- EXCAVATION INCLUDES ALL MATERIAL ENCOUNTERED TO WHATEVER DEPTH INDICATED ON THE PLANS. EXCAVATE TO ALLOW FOR PROPER FILL MATERIAL, SLABS, VOIDS, FORMS, AND FOUNDATIONS.
- REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING GRADING AND EXCAVATION INCLUDING GUIDELINES AND RESTRICTIONS FOR EARTHWORK AND LANDSCAPE SURFACING FOR THIS PROJECT.
- CONTRACTOR SHALL ENSURE EXISTING GRADES ARE WITHIN .25 OF A FOOT PRIOR TO START OF WORK.
- CONTRACTOR SHALL ENSURE THEIR COMPLETED GRADES ARE WITHIN .25 OF A FOOT WHEN COMPLETED WITH WORK.

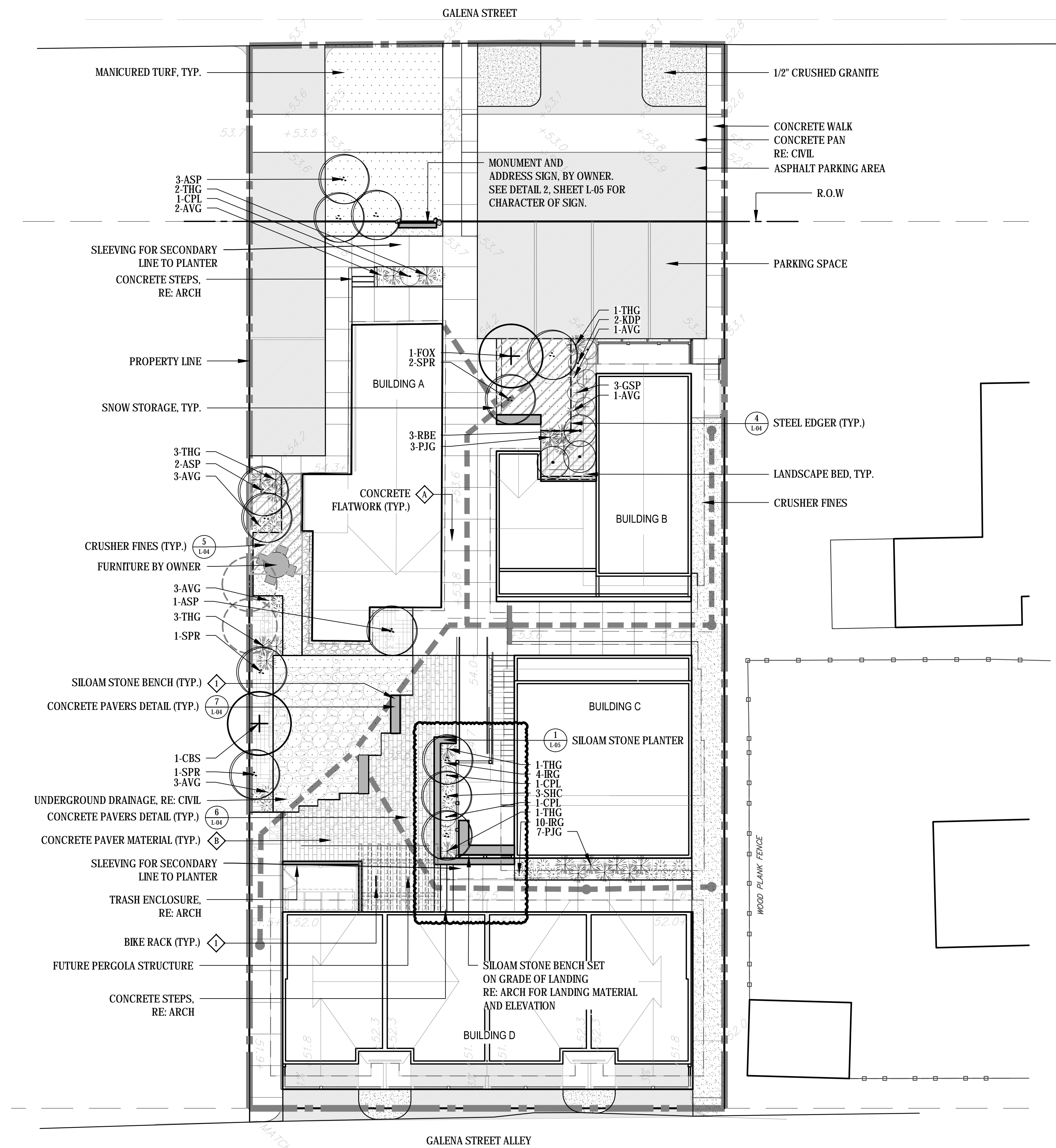
LAYOUT NOTES

- WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SHOULD SITE CONDITIONS BE DIFFERENT THAN WHAT IS INDICATED ON THE DRAWINGS CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY FOR CLARIFICATION.
- CURVED WALKS AND CURB EDGES ARE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED.
- THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
- THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED AT NO ADDITIONAL COST TO THE OWNWER.
- THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE THE STORM SEWER IS PROHIBITED.
- THE CONTRACTOR SHALL INSTALL SLEEVEING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK. REFER TO IRRIGATION PLANS.
- LAYOUT WALKS, SCORE JOINTS AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO PLANS, DETAILS, AND SPECIFICATIONS. DO NOT DEVIATE FROM PLANS UNLESS SPECIFIC APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE.
- ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LANDSCAPE ARCHITECT PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK. SEE TECHNICAL SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR SUPERVISING ALL SAFETY SURFACING AND PAVEMENT DURING THE CURING PROCESS.








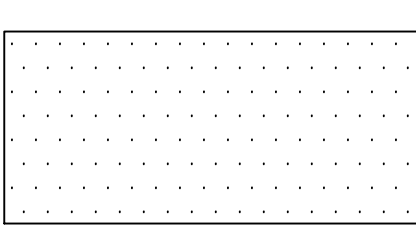
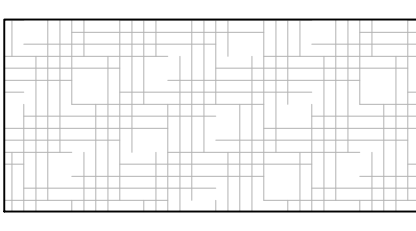
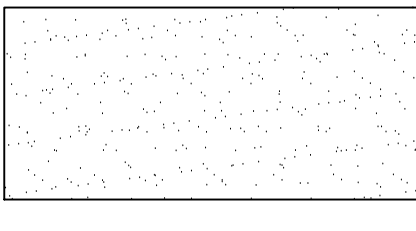
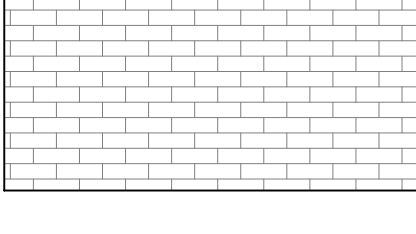
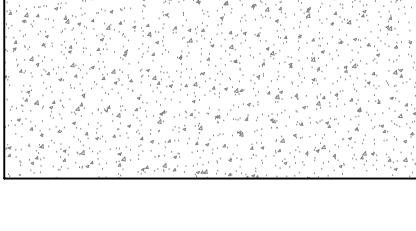
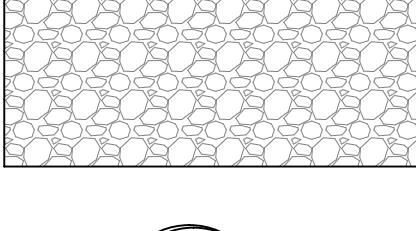



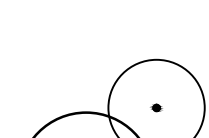
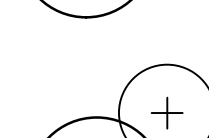
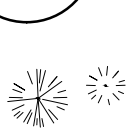
EROSION CONTROL NOTES

- THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINE AND THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF FRISCO AS A RESULT OF THIS SITE DEVELOPMENT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
- THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
- A LAYER OF SUITABLE MULCH SHALL BE APPLIED TO ALL DISTURBED PORTIONS OF THE SITE WITHIN 14 DAYS OF THE COMPLETION OF OVERLOT GRADING. SAID MULCH SHALL BE APPLIED AT A RATE OF 2 TONS PER ACRE AND SHALL BE TACKED OR FASTENED BY AN APPROVED METHOD SUITABLE FOR THE TYPE OF MULCH USED.
- THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL ENSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF WAYS.
- THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
- THE USE OF OSHA APPROVED COLORADO WARNING CAPS ON REBAR OR FENCE POSTS USED WITH EROSION CONTROL MEASURE IS NOT ACCEPTABLE.
- THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER SYSTEM IS PROHIBITED.
- THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS.

LANDSCAPE PLAN



LEGEND

-  CONCRETE SCORING
-  PERFORATED ROLL TOP STEEL EDGER
-  SILOAM STONE WALL
-  LIMIT OF WORK
-  BIKE RACK
-  SILOAM STONE 18" X 6' BENCH
-  SNOW STORAGE AREA, RE: ARCH FOR CALCULATIONS
-  MANICURED TURF, ECOLOTURF OR EQUAL
-  LANDSCAPE BED, WOOD MULCH
-  CRUSHER FINES
-  CONCRETE PAVERS
-  1/2" CRUSHED DECOMPOSED GRANITE
-  4-6" GREY ROSE COBBLE
-  DECIDUOUS TREES
-  EVERGREEN TREES
-  EXISTING DECIDUOUS TREES TO REMAIN
-  DECIDUOUS SHRUBS
-  EVERGREEN SHRUBS
-  ORNAMENTAL GRASSES

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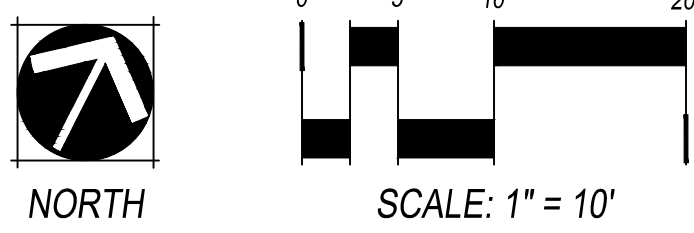


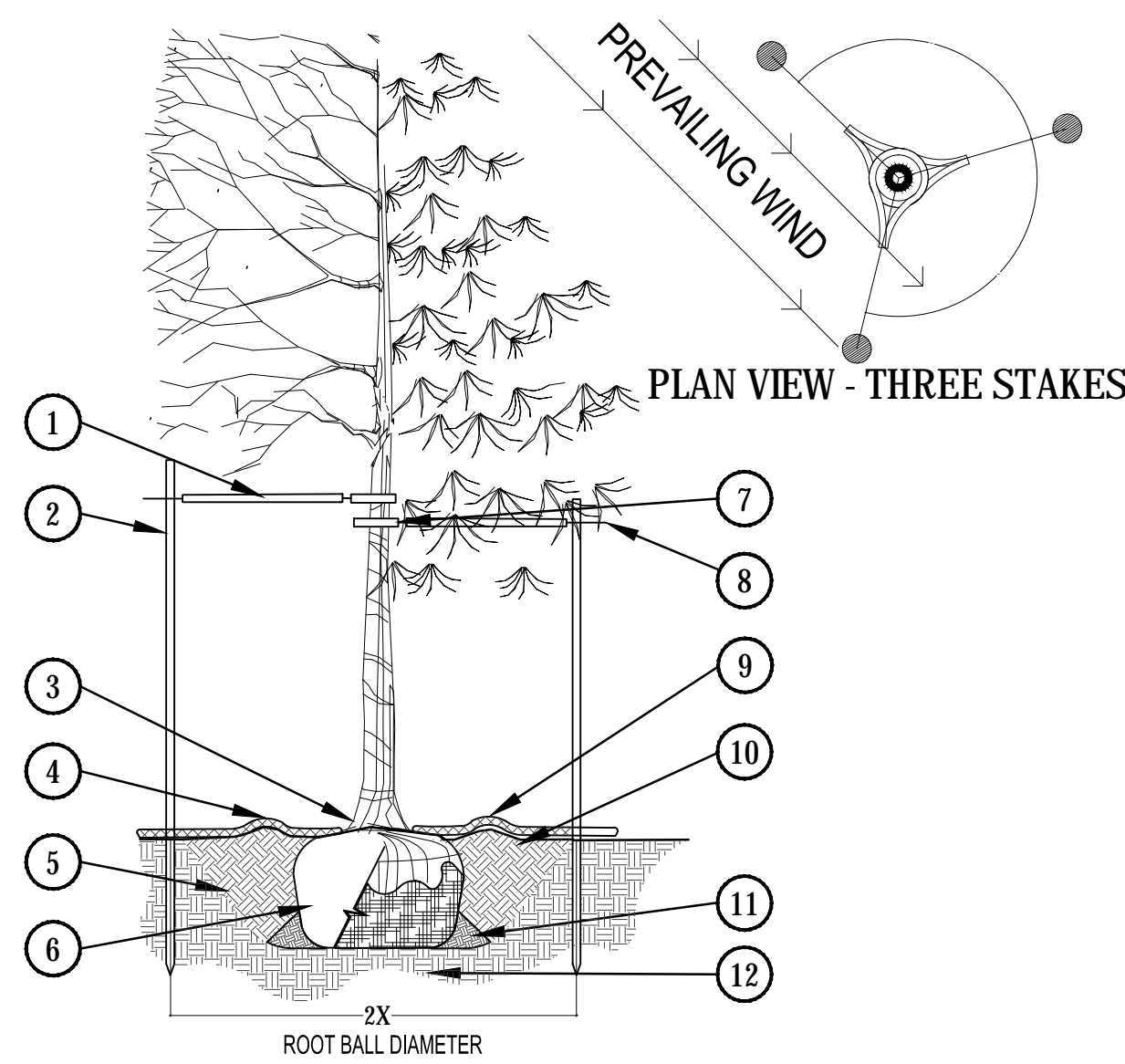
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 LANDSCAPE PLAN

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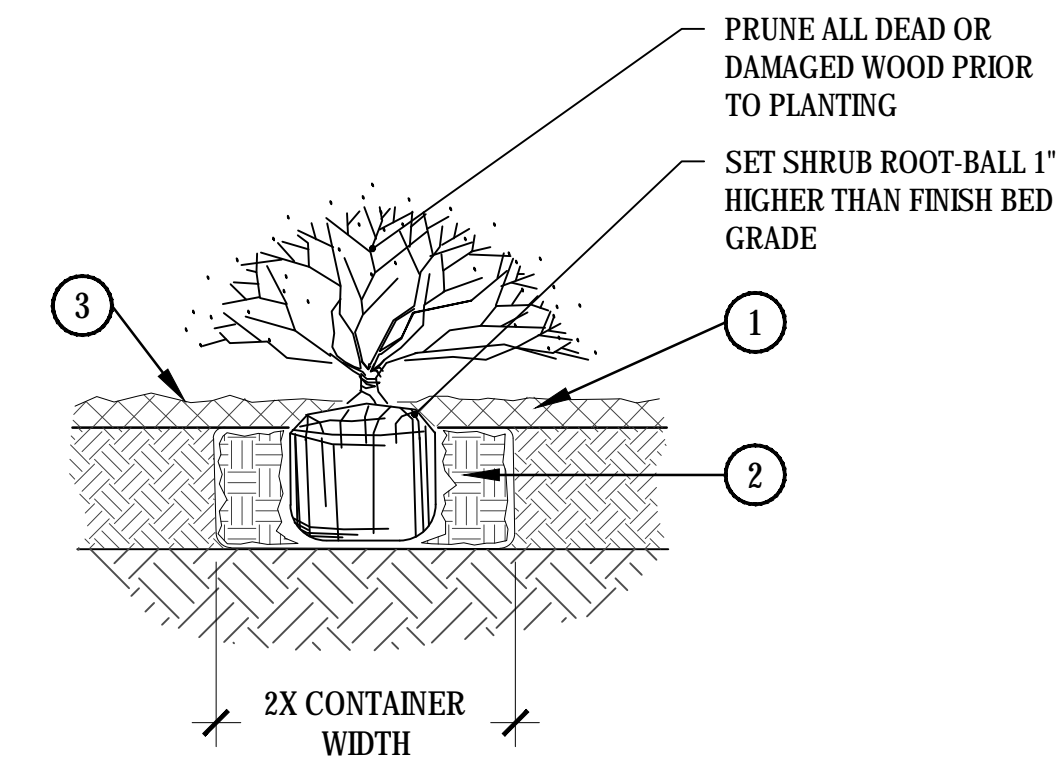
PRUNING NOTES:

1. ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
2. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

STAKING NOTES:

1. STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF 3 THREE YEARS CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUCK OF TREE. WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.
2. WIRE OR CABLE SHALL BE MIN. 12 GAUGE. TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
3. ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.

1. PLACE MIN. 1/2" PVC PIPE AROUND EACH WIRE. EXPOSED WIRE SHALL BE MAX. 2" EACH SIDE
2. INSTALL STAKING PER SPECIFICATIONS
3. PLANT TREE SO THAT FIRST ORDER MAJOR ROOT IS 1"-2" ABOVE FINAL GRADE.
4. 3" DEEP MULCH RING PLACED A MINIMUM OF 4 FT. IN DIAMETER ON TOP OF WEED FABRIC. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK (FINISHED GRADE REFERENCES TOP OF MULCH).
5. 1:1 SLOPE ON SIDES OF PLANTING HOLE.
6. REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM THE TOP 2/3 OF ROOTBALL
7. GROMMETED NYLON STRAPS
8. 4-6" HIGH WATER SAUCER IN NON-TURF AREAS.
9. BACKFILL WITH PLANT MIX. PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, AND EXCAVATED SOIL. WATER THOROUGHLY WHEN BACKFILLING
10. PLACE SOIL AROUND ROOT BALL FIRMLY, DO NOT COMPACT OR TAMP. SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS.
11. PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT.

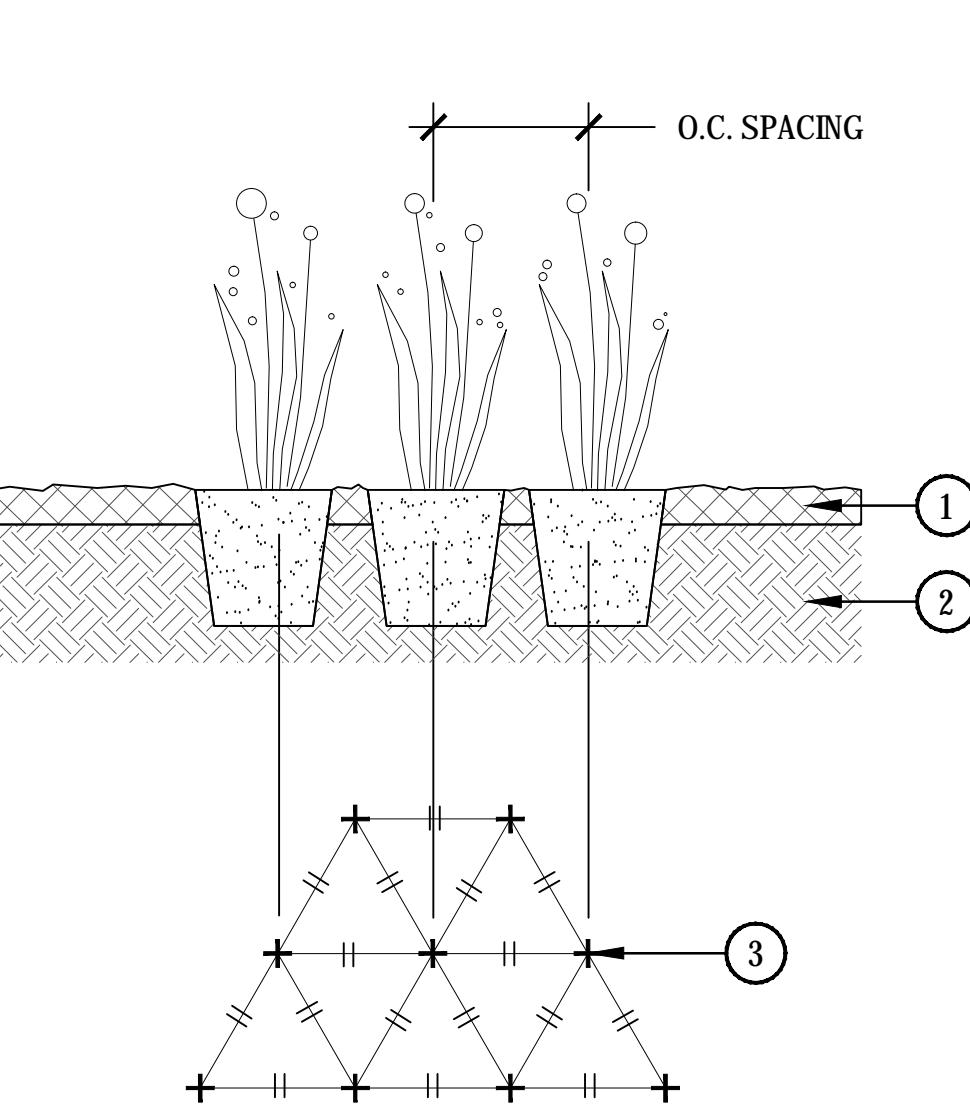


1. SPECIFIED MULCH
2. AMENDED SOIL IN PLANTING BED PER SPECIFICATIONS. TILL SOIL TO A DEPTH OF EIGHT INCHES.
3. FINISH GRADE (TOP OF MULCH)

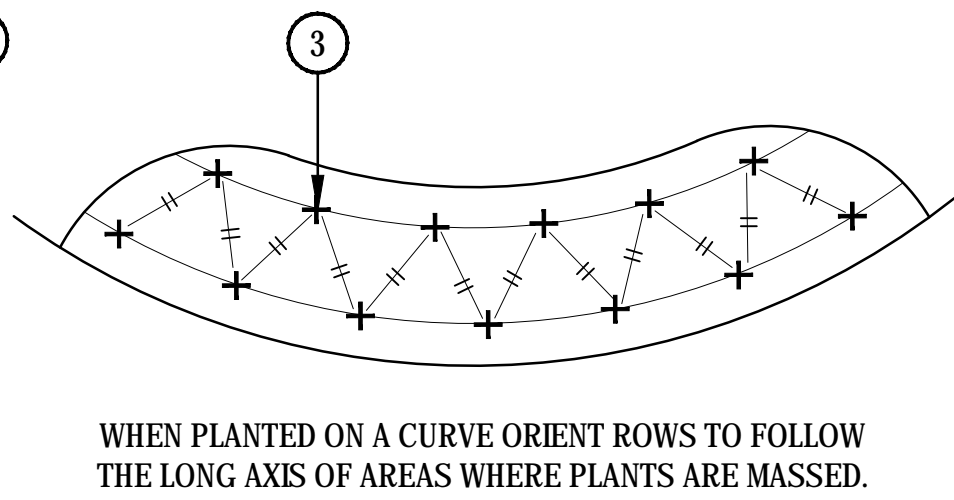
NOTE:

1. BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED
2. CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER
3. ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER
4. DIG PLANT PIT TWICE AS WIDE AND HIGH AS THE CONTAINER

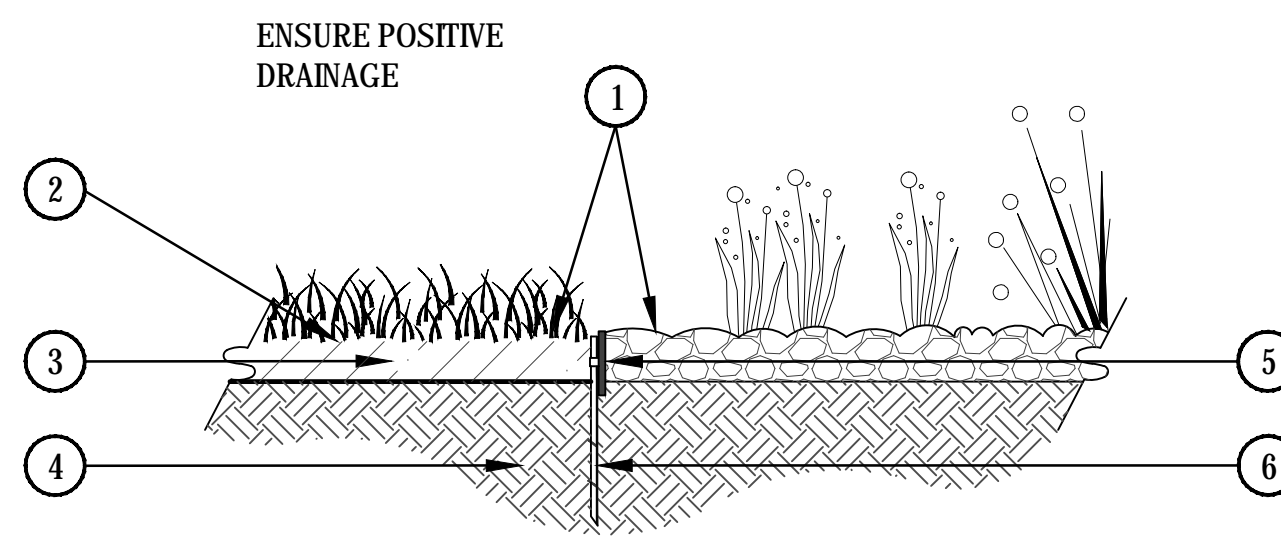
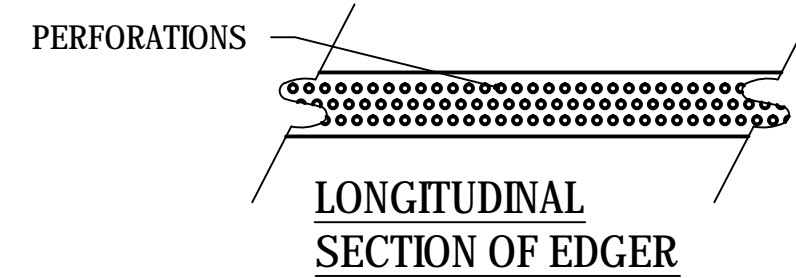
1 TREE PLANTING DETAIL



1. SPECIFIED MULCH
2. AMENDED PLANTING BED TILLED TO A DEPTH OF 6"
3. CENTER OF PLANT



WHEN PLANTED ON A CURVE ORIENT ROWS TO FOLLOW THE LONG AXIS OF AREAS WHERE PLANTS ARE MASSES.



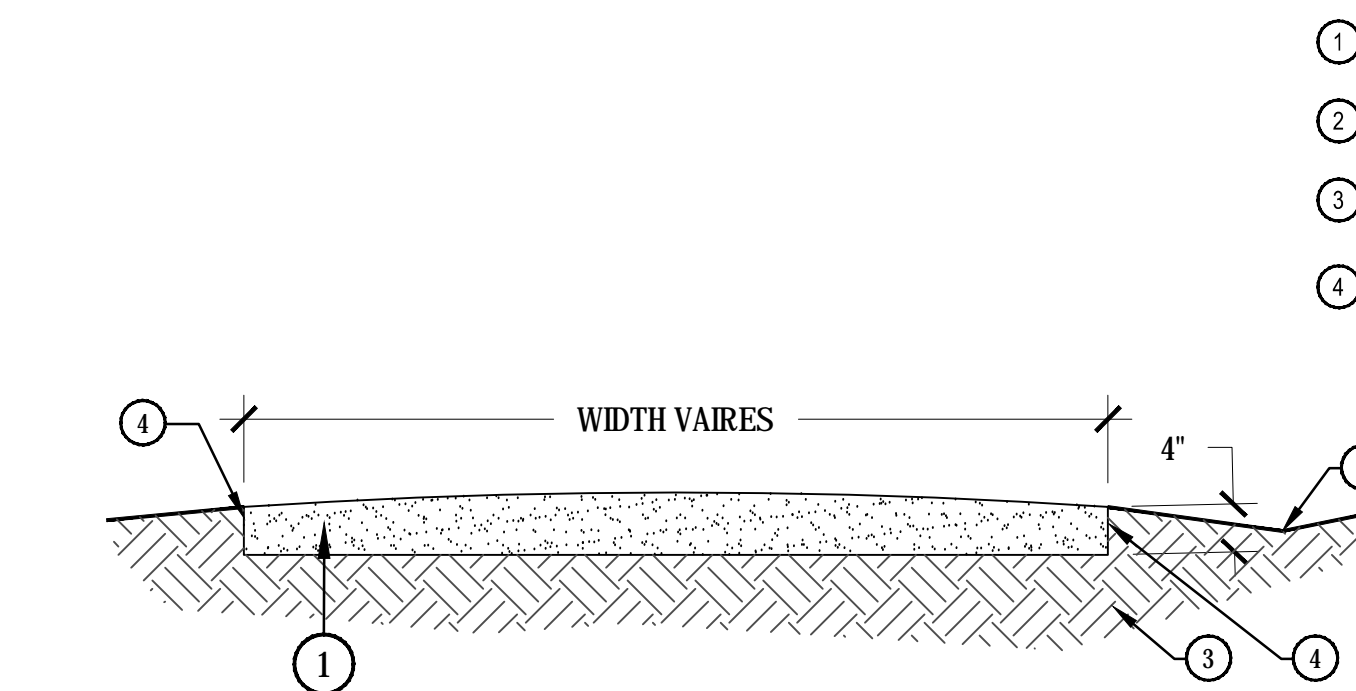
SECTION

1. FINISHED GRADE - TOP OF SOD THATCH LAYER AND TOP OF MULCH OR CRUSHER FINES SHALL BE FLUSH WITH TOP OF EDGER
2. TURF THATCH
3. AMENDED SOIL PER SPECIFICATIONS
4. SUBGRADE
5. ROLL TOP STEEL EDGER - PERFORATED
6. EDGER STAKE

NOTES:

1. THERE SHALL BE NO EXPOSED SHARP / JAGGED EDGES.
2. CONTRACTOR SHALL INSTALL STAKES AS REQUIRED BY THE MANUFACTURER.

2 SHRUB PLANTING

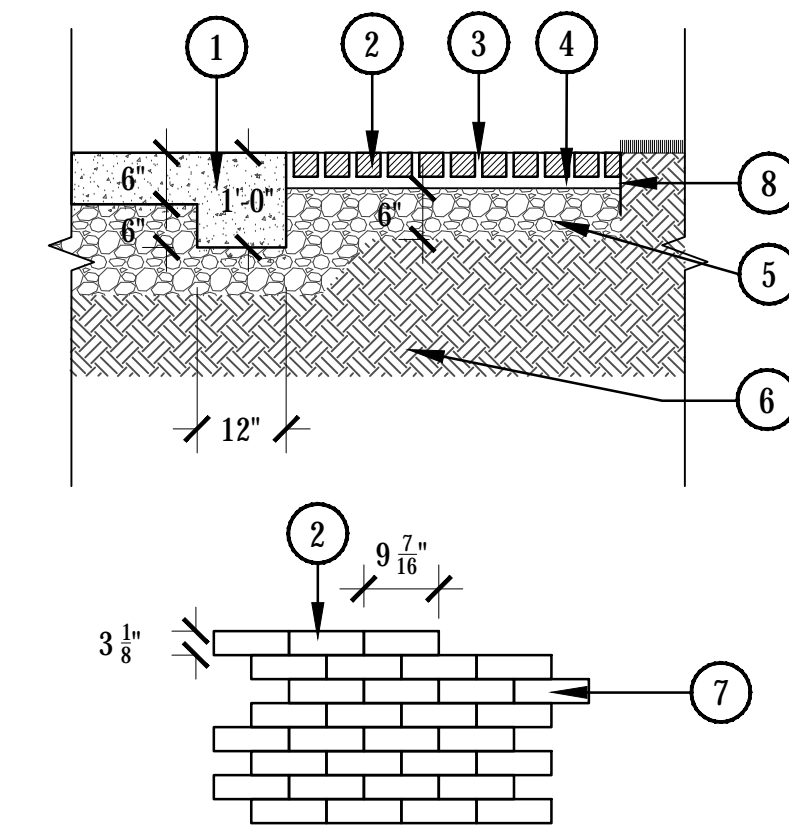


1. COMPACTED CRUSHER FINES
2. SLOPE ADJACENT GRADE AWAY
3. COMPACTED SUBGRADE
4. PERFORATED STEEL ROLL TOP EDGER, SEE DETAIL 4/L-04

COMPACTION NOTES:

1. COMPACT WET FOR BEST RESULTS.
2. USE A SMALL (4") RIDING ROLLER TO COMPACT
3. CROWN TRAIL IN FLAT AREAS (AS SHOWN).
4. CROSS-SLOPE TRAIL AT 1-2% WITH GRADE WHERE TOPOGRAPHY DICTATES.

3 PERENNIAL PLANT LAYOUT

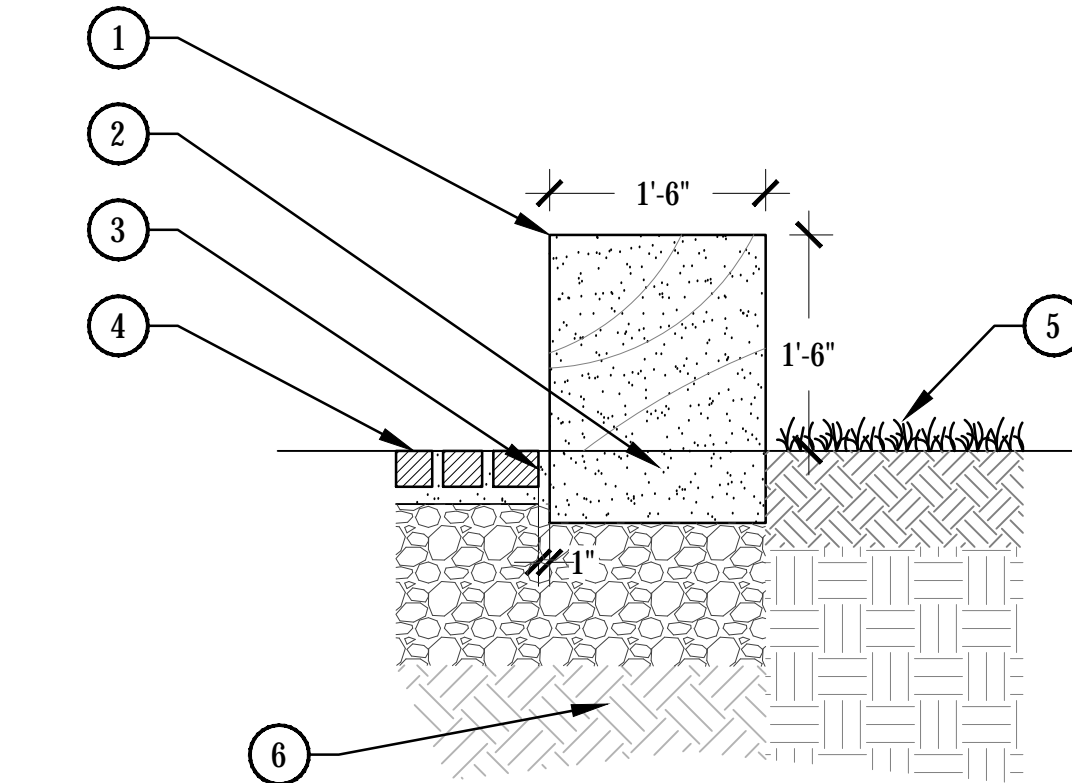


INSTALLATION:

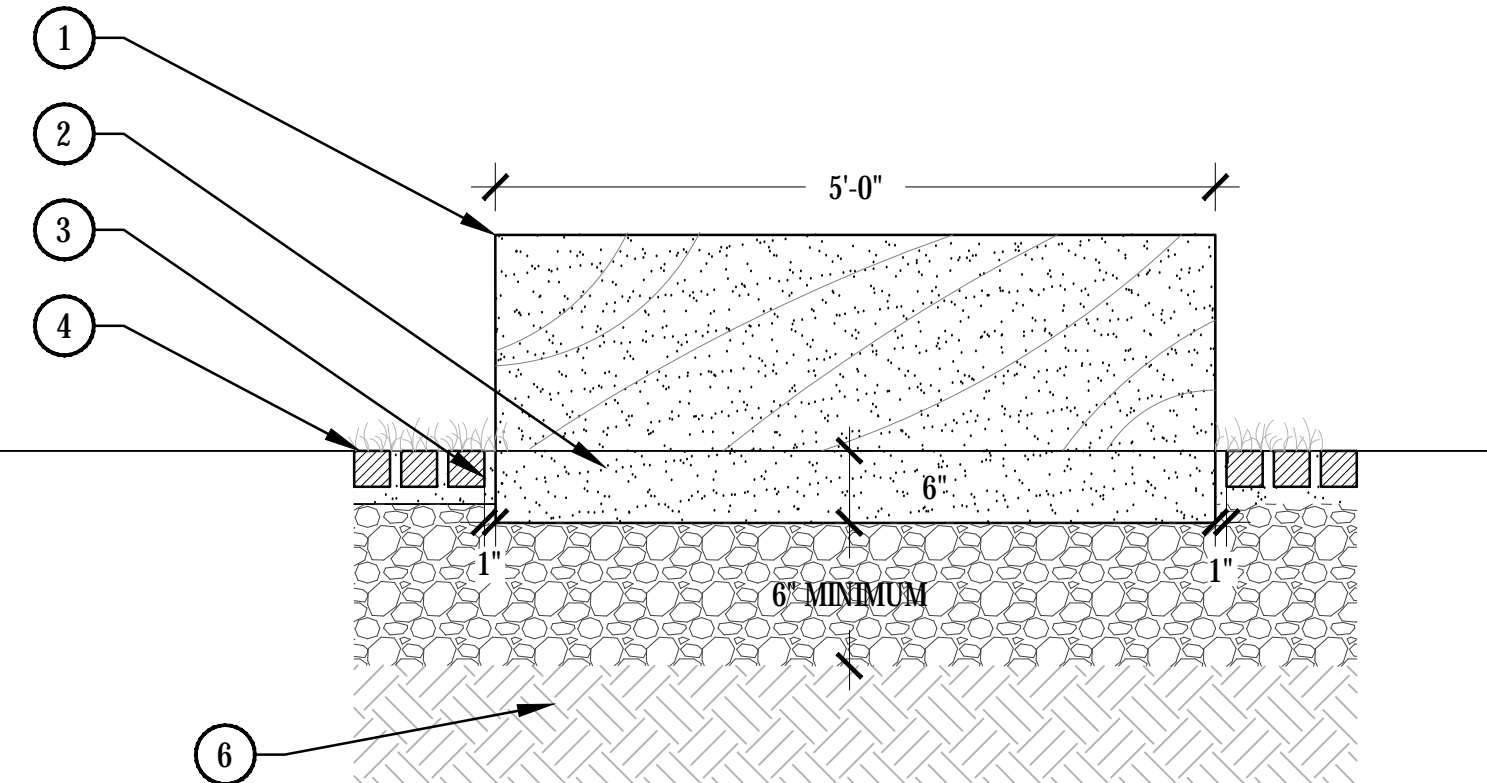
1. INSTALL ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. RE: CIVIL PLANS FOR DRAINAGE.

1. CONCRETE EDGE TREATMENT, OR METAL EDGER WHERE SHOWN ON PLANS
2. PAVESTONE ECO PRIORA COLOR: CHARCOAL
3. SAND FILLED JOINTS: STABILIZING JOINTING SAND THAT CONFORMS TO ASTM C144 AND THE REQUIREMENTS SET BY THE PERMEABILITY OF THE PAVER
4. SAND LAYING COURSE: 1" THICK, CONFORMS TO ASTM C33 WITH <1% PASSING 0.080 MM
5. 6" THICK BASE COURSE: AGGREGATE 100% CRUSHED GRAVEL 3/4" TOP SIZE
6. COMPACTED SUBGRADE
7. PAVER PATTERN: RUNNING BOND
8. PERFORATED ROLL TOP STEEL EDGER DETAIL 6/L-04

4 STEEL EDGER



SECTION



ELEVATION

5 CRUSHER FINES

1. 24"x18"x5" ROUGH CUT SILOAM STONE BENCH TO BE BURIED 6" AND PLACED ON TOP OF COMPACTED AGGREGATE.
2. 4" THICK BASE COURSE: AGGREGATE 100% CRUSHED GRAVEL 3/4" TOP SIZE.
3. 1" GAP BETWEEN STONE AND ADJACENT PAVERD, BRUSH SAND INTO JOINT.
4. CONCRETE PAVER DETAIL; REF DETAIL #6, SHEET L-04
5. ADJACENT TURF AREA
6. COMPACTED SUBGRADE OR DIRECTLY ON CONCRETE LANDING BY ADA UNIT

NOTES:

1. SILOAM STONE, INC. 315 N. 7TH STREET CANON CITY, CO 81212 (719) 275-4275



CHARACTER IMAGE

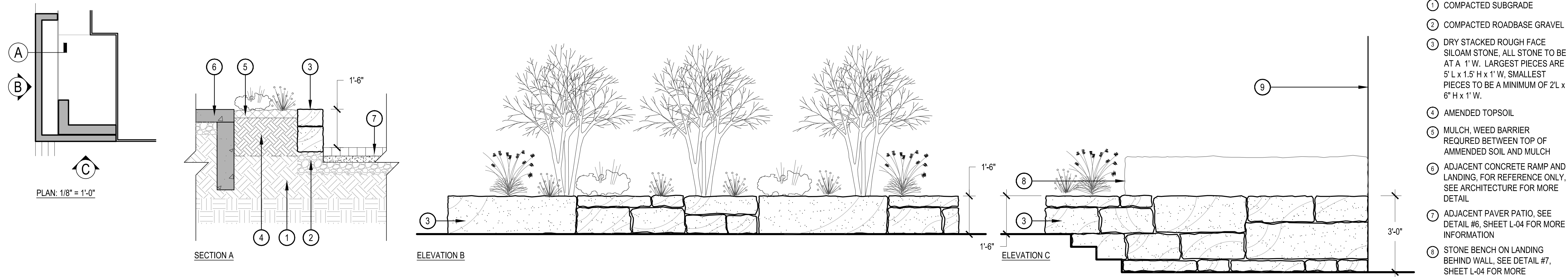
6 CONCRETE PAVERS



CHECKED BY: MT
DRAWN BY: TD

7 SILOAM STONE BENCH



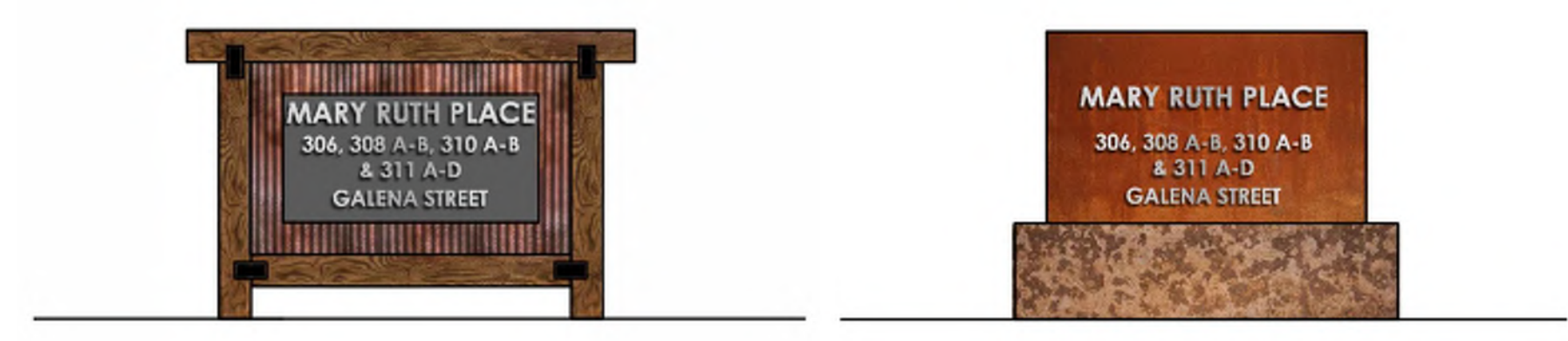


- ① COMPACTED SUBGRADE
- ② COMPACTED ROADBASE GRAVEL
- ③ DRY STACKED ROUGH FACE SILOAM STONE, ALL STONE TO BE AT A 1' W. LARGEST PIECES ARE 5' L x 1.5' H x 1' W, SMALLEST PIECES TO BE A MINIMUM OF 2' L x 6" H x 1' W.
- ④ AMENDED TOPSOIL
- ⑤ MULCH, WEED BARRIER REQUIRED BETWEEN TOP OF AMENDED SOIL AND MULCH
- ⑥ ADJACENT CONCRETE RAMP AND LANDING, FOR REFERENCE ONLY, SEE ARCHITECTURE FOR MORE DETAIL
- ⑦ ADJACENT PAVER PATIO, SEE DETAIL #6, SHEET L-04 FOR MORE INFORMATION
- ⑧ STONE BENCH ON LANDING BEHIND WALL, SEE DETAIL #7, SHEET L-04 FOR MORE INFORMATION. RAILING TO BE BETWEEN BENCH AND WALL, RE: ARCH
- ⑨ ADJACENT BUILDING, RE: ARCH

1 SILOAM STONE PLANTER

SCALE: 1/2" = 1'-0"

① MONUMENT SIGN DESIGN OPTIONS ARE CONCEPTUAL ONLY AND ARE NOT CONSTRUCTION DOCUMENTS. FINAL DESIGN, CONSTRUCTION AND FOUNDATION DESIGN BY OWNER



AMENITY SCHEDULE

ITEM	DETAIL #	DESCRIPTION	MANUFACTURER	CONTACT	PRODUCT NAME	COLOR / FINISH	NOTES
◇	7 / L-04	SILOAM STONE BENCH	STONE QUARRY PICKED BY PUBLIC WORKS	INSTALLED BY PUBLIC WORKS	SILOAM STONE COLUMN BENCH	18"X18"X5' SILOAM STONE BENCH WITH NATURAL FINISH	INTALLED BY PUBLIC WORKS, SOURCED BY OWNER
◇	N/A	BIKE RACK	ANOVA FURNISHINGS	MIKE HONERLAW: 720.584.4327 http://www.anovafurnishings.com	METRO 1 LOOP BIKE RACK, MODEL LBR3PSURF	SILVER	TO BE SURFACE MOUNTED

MATERIAL SCHEDULE (CONTRACTOR TO SUBMIT SAMPLES FOR ALL ITEMS IN MATERIAL SCHEDULE FOR OWNER / ARCHITECT REVIEW AND APPROVAL.)

ITEM	DETAIL #	DESCRIPTION	MANUFACTURER	SIZE / DIMENSIONS	PRODUCT NAME	COLOR / FINISH	NOTES
◇	N/A	CONCRETE FLATWOORK	CUSTOM	SEE PLANS FOR DIMENSIONS, RE: CIVIL FOR DEPTH	TO BE APPROVED BY OWNERS REP	STANDARD GRAY, BROOM FINISH	REFER TO CITY SPECIFICATIONS FOR CONCRETE MIX AND CONSTRUCTION
◇	6 / L-04	CONCRETE PERMEABLE PAVERS	PAVESTONE	PAVER DIMENSIONS: 9 7/16" X 4 3/4" X 3 1/8", SEE PLANS FOR AREA DIMENSIONS	ECO PRIORIA	CHARCOAL, RUNNING BOND FINISH	INTALL PER MANUFACTURERS SPECIFICATIONS, SEE DETAIL FOR MORE INFORMATION

2 MONUMENT SIGN CHARACTER

SCALE: 1/4" = 1'-0"

MARY RUTH PLACE
 306 GALENA STREET
 FRISCO, CO

OWNER:
 TOWN OF FRISCO
 1 MAIN STREET
 FRISCO, CO 80443
 TEL: 970.668.9130
 CONTACT: JOYCE ALLGAIER

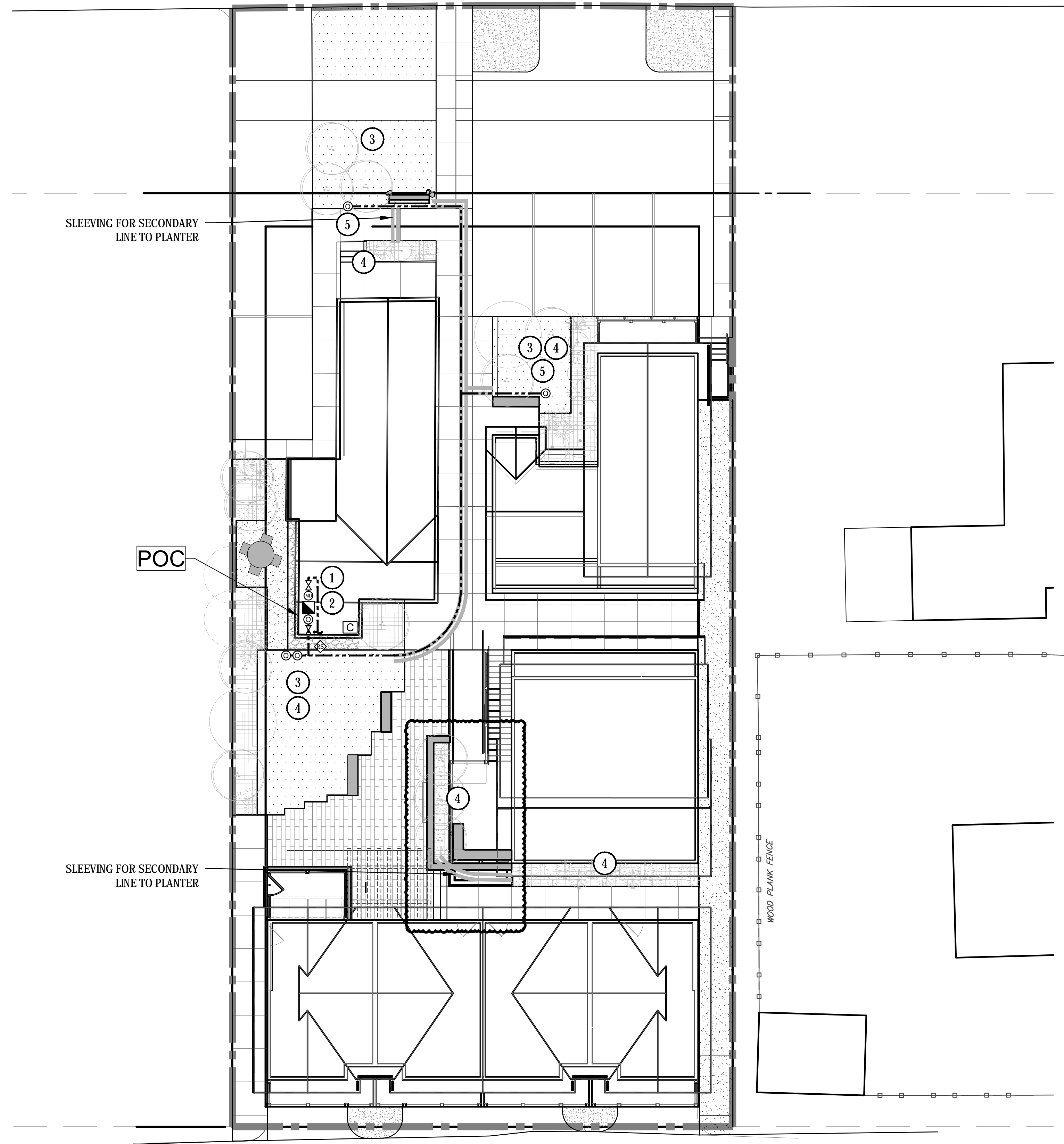
FOR CONSTRUCTION



DATE:
 08/25/17: PRMT SET
 10/9/17: PRMT SET 02

SHEET TITLE:
LANDSCAPE DETAILS

IRRIGATION SCHEMATIC



IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	COMMENTS
POC	POINT OF CONNECTION	Dedicated Irrigation Water Meter Refer to Civil Site and Utility Plan
■	BACKFLOW PREVENTER	Reduced Pressure backflow preventer In a metal security enclosure
NOT SHOWN	SECURITY ENCLOSURE	Metal mesh security enclosure with lock mounted on a concrete pad. Color to be green.
ⓐ	IRRIGATION CONTROLLER	Locking pole mounted enclosure. Source power from nearest street light fixture ESP-LX Series (RainBird) with IQ Communication Cartridge Multiple programs with sensor inputs for rain/freeze and/or flow sensing Seasonal adjustments and water window settings
◇	SENSOR	Rain/Freeze sensor. Wire transmission to controller input. Pole mount sensor in a landscape area.
⊕	MANUAL DRAIN VALVE	Brass ball or gate valve with threaded ends Size per mainline size. 9" valve box with locking lid. Color: Green Provide drainage sump for discharge
⊖	ISOLATION VALVE	Brass ball or gate valve with threaded ends Size per mainline size 9" round valve box with locking lid. Color: Green
⊙	QUICK COUPLER	1" Brass 2-piece quick coupler with locking rubber cover Pre-manufactured swing joint assembly 9" round valve box with locking lid. Color: Green
—	SLEEVING	Class 200 PVC 2 times the pipe size Separate sleeve for all pipes and control wire
- - -	PVC MAINLINE	Class 200 BE PVC. Flow not to exceed 5fps in any pipe Size per manufacturer's recommendations for flows

EMITTER NOTES

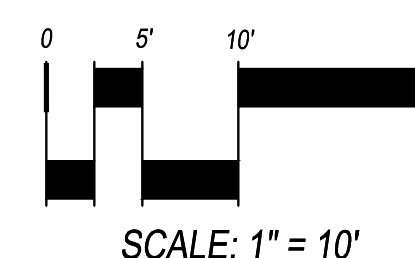
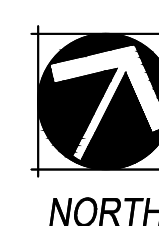
- ALL TREES AND SHRUBS SHALL BE IRRIGATED W/ PRESSURE REGULATING SINGLE PORT EMITTERS.
- 1/4" DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH.
- DIFFUSER BUG CAP AND STAKE AT ENDS OF ALL 1/4" DISTRIBUTION TUBING.

IRRIGATION KEY NOTES

- POINT OF CONNECTION - REF L-06
- THE IRRIGATION CONTROLLER SHALL BE WALL MOUNTED INSIDE OF EXISTING CRAWL SPACE. SOURCE POWER FROM BUILDING; REF: ARCHITECT FOR ELECTRICAL. THE RAIN/FREEZE SENSOR SHALL BE POLE OR WALL MOUNTED. COORDINATE FINAL LOCATION OF CONTROLLER, SENSOR AND POWER SOURCE FOR CONTROLLER WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- ALL TURF AREAS SHALL BE SPRAY IRRIGATED UNLESS WITHIN THE NO SPRAY IRRIGATION ENVELOPE; REF: TO GEOTECHNICAL REPORT FOR OFFSET OF SPRAY IRRIGATION FROM FOUNDATIONS.
- ALL TREES (INCLUDING THOSE IN NON-IRRIGATED SEED AREAS), SHRUBS, ORNAMENTAL GRASSES AND PERENNIAL BEDS SHALL BE IRRIGATED WITH SPRAY IRRIGATION UNLESS OTHERWISE SPECIFIED IN THE GEOTECHNICAL REPORT. INSTALL PER MANUFACTURER'S RECOMMENDATIONS FOR PLANT AND SOIL TYPE.
- AIR/VACUUM RELIEF VALVE SHALL BE LOCATED AT THE HIGH POINT OF ALL MAINLINES OR OPPOSITE POINT OF CONNECTION IN LOOP SYSTEMS. COORDINATE FINAL LOCATION WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

IRRIGATION KEY NOTES

THE IRRIGATION CONTROLLER SHALL BE WALL MOUNTED ON THE EXTERIOR OF THE EXISTING CRAWL SPACE. THE RAIN/FREEZE SENSOR SHALL BE WALL MOUNTED WITHIN 500' (LINE OF SIGHT) FROM CONTROLLER. COORDINATE FINAL LOCATION OF CONTROLLER AND SENSOR AND POWER SOURCE FOR CONTROLLER WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.



APPROX. FLOWLINE ALLEY

WOOD PLANK FENCE

Exhibit B

CM Unit Pricing

To be amended upon execution of GMP.

Exhibit C

CM Schedule of Rates

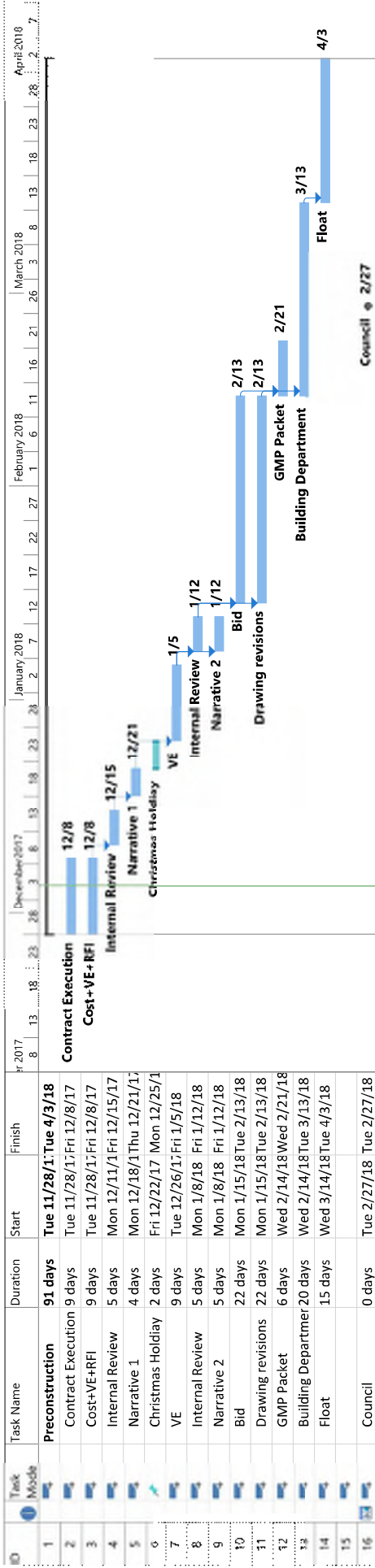
Summit Homes Construction will bill preconstruction services on a monthly basis in accordance with the following rate schedule:

Preconstruction Services	\$100/hr
--------------------------	----------

Preconstruction fees not to exceed \$40,000.

Exhibit D

Preconstruction Schedule



Task	Project Summary	Manual Task	Start only	Deadline
Split	Inactive Task	Duration only	Finish only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Exhibit E

General Conditions

To be amended upon execution of GMP.

FEE AND GENERAL CONDITIONS PROPOSAL

Fees & Time Commitment

**The Mary Ruth Place
Workforce Housing
CM/GC RFQP**

12/22/2017

Description	Value
Preconstruction Services Fee Billed at \$100/hr	\$40,000
Construction Services Fee (OH&P) (% Cost of the Work)	7
Change Order Markup - CM/GC (%)	7
Change Order Markup - Subcontractor (%)	20

Contractor's Contingency in Final GMP (assuming a GMP is executed at the following stages)	% of GMP
50% DD	5
100% DD	5
50% CD	4
100% CD	3 (with full specifications, otherwise 4)

Time Commitment (as a percentage of full time)	Preconstruction	Construction	Close/Out
Role1: Senior Manager	15%	15%	0
Role2: Operations Manager	10%	10%	0
Role3: Chief Financial Operating Officer	10%	10%	0
Role4: Estimator/Contract Administrator	10%	10%	0
Role5: Superintendent	0	100%	0
Role6: Safety Administrator	0	15%	0
Role7: Client Relationship Manager	0	0	15%

The Mary Ruth Place
Workforce Housing
CM/GC RFQP

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	Comments
012010	Project Manager				\$ -	
012020	General Superintendent				\$ -	
012030	Project Superintendent	32	WKS	2194.23	\$ 70,215.36	Performs PM role as well
012040	Assistant Superintendent				\$ -	
012050	Project Engineer				\$ -	
012060	M/E Coordinator				\$ -	
012070	Project Administrator				\$ -	
012080	Field Engineer/Quality Control Engineer				\$ -	
012090	Field Estimator	32	WKS	156,740.692	\$ 5,015.38	Estimator/Contract Administrator
012100	General Laborer	32	WKS	432	\$ 13,824.00	
012110	Safety Director	32	WKS	782,115.846	\$ 9,027.69	
012120	Other	32	WKS	705,288.615	\$ 22,569.23	Senior Manager
012120	Other	32	WKS	376,153.8462	\$ 12,036.92	Operations Manager
012120	Other	32	WKS	323,461.5385	\$ 10,030.77	Chief Financial Operating Officer
012120	Other	32	WKS	491,740.692	\$ 20,370.00	Client Relationship Manager
013010	Plans & Specifications Printing	3	EA	100	\$ 300.00	
013020	Photographs				\$ -	
013030	Submittals				\$ -	
013040	As-built Drawings	1	S	2000	\$ 2,000.00	Allowance
013050	Closeout Documents				\$ -	
013060	Project Signage				\$ -	
013070	Video Documentation				\$ -	
014010	Safety Equipment	1	S	1500	\$ 1,500.00	
014020	First Aid Supplies	1	S	500	\$ 500.00	
014030	Fire Extinguishers				\$ -	incl. in 014010
015010	Field Offices	7.5	MO	1015.8	\$ 7,618.50	incl. mobilization and construction signage
015020	On-site Storage				\$ -	
015030	Off-site Storage				\$ -	
015040	Portable Toilets	7.5	MO	296,666.667	\$ 2,225.00	
015050	Temporary Water Service	7.5	MO	75	\$ 562.50	
015060	Temporary Power	9	units	250	\$ 2,250.00	Allowance
015070	Temporary Generators				\$ -	
015080	Temporary Heat				\$ -	
015090	Temporary Lighting				\$ -	
015100	Site Camera/Live Video Feed				\$ -	
015110	Security Guard				\$ -	
015120	Telephone Set Up				\$ -	
015130	Telephone Monthly Fees	7.5	MO	100	\$ 750.00	Wifi hot spot
015140	Cell Phones				\$ -	incl. in labor rates
015150	Radios				\$ -	
015160	Jobsite Drinking Water				\$ -	
015170	Temporary Fencing	1	S	5000	\$ 5,000.00	
015180	Ladders & Stairs				\$ -	

The Mary Ruth Place
Workforce Housing
CM/GC RFQP

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	Comments
015190	Employee Parking				\$ -	
015200	Moving & Subsistence				\$ -	
015210	Travel from Home Office				\$ -	
015220	Office Supplies & Equipment	7.5	MO	55	\$ 412.50	
015230	Postage & Shipping				\$ -	
017010	Access Roads				\$ -	
017020	Barricades				\$ -	
017030	Covered Walkways				\$ -	
017040	Storm Water Management	1	S	750	\$ 750.00	
017050	Erosion Control				\$ -	
017060	Shoring				\$ -	
017070	Traffic Control				\$ -	
017080	Protection of Adjacent Construction				\$ -	
017090	Protection of Installed Construction				\$ -	
017100	Surveying	1	S	7500	\$ 7,500.00	Allowance
017110	Construction Layout				\$ -	
017120	Field Engineering Equipment				\$ -	
017130	Vehicle Expenses and/or Rental				\$ -	
017140	Fork Lift	6	MO	4350	\$ 26,100.00	
017160	Material Hoisting				\$ -	
017170	Personnel Hoisting				\$ -	
017180	Scaffolding				\$ -	
017190	Water Truck				\$ -	
017200	Weather Protection				\$ -	
017210	Snow & Ice Removal	1	S	500	\$ 500.00	Allowance
017220	Dumpster Fees	16	EA	975	\$ 15,600.00	
017230	Progress Cleaning	1	S	750	\$ 750.00	
017240	Final Clean Up	9	EA	750	\$ 6,750.00	
017250	Soils Testing (by Owner)				\$ -	
017260	Concrete Testing (by Owner)				\$ -	
017270	Weld Inspections (by Owner)				\$ -	
011010	Building Permit (by Owner)				\$ -	
011020	Plan Check Fee (by Owner)				\$ -	
011030	Water Tap Fees (by Owner)				\$ -	
011040	Sewer Tap Fees (by GC)				\$ -	Not included
011050	Sanitary Tap Fees (by GC)				\$ -	Not included
011060	Other Government Fees & Permits (by Owner)				\$ -	
011070	Performance & Payment Bonds				\$ -	This is approx. 2.5% of total contract value
011080	Builder's Risk Insurance	1	S	5000	\$ 5,000.00	
011090	General Liability Insurance	1	S	30000	\$ 30,000.00	Do not include Mary Ruth House
011100	Other insurance				\$ -	
011140	Additional Soft Costs (explain)	9	units	450	\$ 4,050.00	3rd Party Construction inspection/Observation
011140	Additional Soft Costs (explain)	7.5	MO	125	\$ 937.50	3rd Party Safety inspections

The Mary Ruth Place
Workforce Housing
CM/GC RFQP

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	Comments
011140	Additional Soft Costs (explain)	3	EA	1500	\$ 4,500.00	Temp Power Equipment
011140	Additional Soft Costs (explain)	9	units	500	\$ 4,500.00	General Construction Supplies and Equipment
011140	Additional Soft Costs (explain)	9	EA	400	\$ 3,600.00	Energy Testing
Total General Conditions & Fees					\$ 296,775.36	
Proposed Total Schedule Duration (months)						

List Specific Exclusions Here (add rows as needed):

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	Comments
1	Rental Unit Warranty					Exact impact dependent upon qty of units
2	Insurance without Arbitration in Dispute Resolution					Exact impact unknown
3	Insurance on existing Mary Ruth House					
4	Mockups or finish material presentation boards					Exact impact dependent upon related scopes
5						
6						
7						
8						
9						
10						

Exhibit F

Performance Bond

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into that certain Standard Form of Agreement 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*, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated

Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: _____
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including

allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

Exhibit G

Payment Bond

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that certain Standard Form of Agreement 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,*, dated the ____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager: _____
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

ATTEST:

By: _____

Attorney-in-Fact: _____

SURETY

Surety: _____

By: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Town of Frisco - Mary Ruth Place

THE OWNER:

(Name, legal status and address)

Town of Frisco
1 East Main Street
Frisco, CO 80443

THE ARCHITECT:

(Name, legal status and address)

tc3 Architects
PO Box 4393
502 Main Street
Frisco, CO 80443

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES
- 16 CONFIDENTIAL INFORMATION

ADDITIONS AND DELETIONS:

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

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	Written Orders
	1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

Matters not expressly included in the Contract Documents but which are reasonably inferable to being necessary to produce the intended result of complete and workable systems shall be deemed included as part of the Work.

§ 1.1.3 THE WORK

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

The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, and the standards set forth in Section 2.1.4 of AIA Document B201-2007, as amended. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. The Construction Documents shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of construction documents.

§ 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.

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§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

Matters not expressly included in the Contract Documents but which are reasonably inferable to being necessary to produce the intended result of complete and workable systems shall be deemed included as part of the Work.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS

§ 1.5.1 All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect.

The Architect, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce the Contract Documents 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 Contract Documents. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Contract Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the copyright holder. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

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

§ 2.1.2 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner, being a public body under the laws of the State of Colorado, must have adequate funds and financing as provided by law prior to award and execution of the Contract Documents. Owner represents that prior to the execution of the Guaranteed Maximum Price Amendment, an amount of money equal to or in excess of the Guaranteed Maximum Price will be appropriated for all payments to be made to Contractor pursuant to this Agreement. Owner further represents that no change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated, will be approved or made by Owner unless Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement. The Owner shall provide written evidence of such appropriation prior to commencement of the Work and prior to execution of every change order that increases the GMP.

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

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

Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements. However, the Contractor shall inform the Owner immediately if the Contractor discovers an error or inconsistency in the information furnished by the Owner.

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

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

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§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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 Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner with interest as provided in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor represents and warrants that it holds a license, permit, or other special license to perform the Work included in this Agreement in the jurisdiction where the Project is located, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license, and shall keep and maintain all such licenses, permits and special licenses in good standing and in full force and effect at all times while Contractor is performing Work under this Agreement.

The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The terms "Construction Manager", "Construction Manager/General Contractor" or "CM/GC" shall mean Contractor.

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

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

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

The Contractor represents and warrants by submission of a Proposal that it has carefully examined the Contract

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Documents, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omission or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to each portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to each portion of the Work, and shall observe any conditions at the site affecting it. Also before commencing the Work, the Contractor shall meet with all significant Subcontractors and together carefully study and review in detail the Drawings and other Contract Documents. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the express purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

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

Before commencing the Work, the Contractor shall meet with the relative inspectors from the building department, fire department and other authorities having jurisdiction over the Work and together inspect and review in detail the drawings and Contract documents for such legal conformities to the extent the property allows for inspection. The Contractor, to the best of their ability, shall report immediately to Owner and Architect all nonconformities discovered in such review process.

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for its position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification.

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor may use contingency to pay for such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to

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applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, 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 Contractor 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 Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect along with proposed changes to ensure job safety and shall not proceed with that portion of the Work without further written instructions from the Architect and Owner. If the Contractor is then instructed to proceed by Owner with the required means, methods, techniques, sequences or procedures without written acceptance of changes proposed by the Contractor, 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 Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 3.3.5 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.6 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall related to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.3.7 The Contractor shall abide by all applicable laws to the performance of the Work and the subject matter of this Agreement and by all Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner's grounds. The Contractor shall at all times strictly enforce this prohibition among its own employees, agents or sub-consultants and their employees, agents or sub-consultants.

§ 3.4 LABOR AND MATERIALS

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

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

§ 3.5 WARRANTY

§ 3.5.1

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

§ 3.5.2 Neither the Owner's approval of the final Request for Payment nor payment of any Request for Payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for its warranty and guarantee hereunder or for faulty materials or workmanship. Unless otherwise agreed, Contractor unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of one (1) year from the date of Substantial Completion.

§ 3.6 TAXES

The Contractor shall consult and coordinate with the Owner to ascertain whether a sales or use tax may be collectable on purchases of building materials, supplies and equipment used for the Work by the Contractor. Whenever possible, the Contractor shall have building materials, supplies, and equipment for the project delivered to the construction site by common carrier, conveyance by the seller, or by mail to avoid city or municipal sales and use taxes for which refunds will not be made to the Owner.

The Owner is exempt from the payment of any State sales and use taxes for materials, supplies and equipment used upon the project by the Contractor and subcontractors. The Owner shall provide a certificate for local tax exemption. For the purpose of exercising such exemption, the Contractor and all subcontractors shall be responsible for the fulfillment of the following requirements:

A. The Contractor and all subcontractors shall apply for and obtain a Certificate of Exemption of State sales/use taxes for the project from the Colorado Department of Revenue. A copy of such shall be filed with the Owner. No materials shall be purchased nor shall any work be commenced hereunder until such certificate is obtained.

B. The final bill submitted by the Contractor for final payment shall show the net cost of all materials purchased by the Contractor.

C. At the time of final completion, the Contractor shall execute affidavits, in duplicate, showing the amount of local municipal sales or use taxes, if any, paid by the Contractor upon materials used on the project, which affidavits shall further state that all such materials have been used or consumed in the project, and where books, records, and other substantiating evidence of payment of said taxes are located and where they may be examined by appropriate governmental authorities, if such examination is required.

D. The Contractor shall maintain sufficient records to verify the amount of sales and use taxes paid to any local governmental entity. Failure to keep such records resulting in the inability of the Owner to claim a refund for sales and use taxes for such materials, if allowed, shall render the Contractor liable for the amounts of such tax refunds as determined by the Architect's cost estimates of such materials.

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§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend 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 Contractor 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 Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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

§ 3.7.7 The requirements of subparagraphs 3.7.2, 3.7.3 and 3.7.4 shall not diminish or limit the Contractor's responsibilities for compliance with all standards and requirements of the Contract Documents that exceed the requirements of such laws, ordinances, rules, regulations, or lawful orders of any authorized public entity with respect to the quality, character, methods and craftsmanship required for the Work.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;

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- 3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.1; and
- 4 Contractor shall notify Owner immediately if an allowance is expected to be exceeded with an estimate of the total amount by which it is expected to be exceeded.

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

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work. The superintendent shall supervise, schedule, coordinate and manage field operations. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

Important communications shall be confirmed in writing by the Contractor. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor shall staff the Project with the Superintendent proposed during the Request for Qualifications, Request for Proposal or Bid process and shall not change the personnel or decrease the level of effort without prior written approval from the Owner. If the superintendent has not been identified upon award of the Contract, the Contractor shall, at the time of execution of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating whether the Owner or the Architect has reasonable objection to the proposed superintendent. Failure of the Owner to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, as required by the Contract Documents, will provide a construction schedule for the Work. The 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, but not less than monthly, shall be related to the entire Project by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall 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, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. 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.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall 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

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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 Contractor 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 Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 Prior to commencement of construction, Contractor shall provide to the Owner a submittal schedule identifying timing of all submittals for the Project. At that time, Owner shall identify all Shop Drawings that the Owner would like to review and approve. A comprehensive set of submittals and shop drawings shall be preserved in an orderly manner and delivered to the Owner upon Final Completion of the Work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, 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 Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting 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 Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter 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 Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall waive and release claims against the Owner and Architect, and shall indemnify and hold harmless the Owner and Architect from loss on account thereof, provided, however, Contractor shall not be responsible to Architect 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 Architect, and shall not be responsible to Owner if Owner requires a particular design, process or product that constitutes a copyright violation. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, the contractor shall waive and release claims against and shall indemnify and hold harmless the owner, owner's representative, architect, architect's consultants, owner's consultants and officers, agents and employees of any of them, from an against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by willful or negligent acts or omissions of the contractor, a sub-contractor, anyone directly or indirectly employed by them, anyone they control or exercise control over, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by any willful or negligent acts or omissions of owner or owner's consultants or other indemnified parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section 3.18.

All costs and expenses so incurred by any of the indemnified parties in that event shall be reimbursed by contractor to the indemnified parties, and any cost and expenses so incurred by indemnified parties shall bear interest until reimbursed by contractor, at the rate of interest provided to be paid by the judgment under the laws of the State of Colorado.

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

(Paragraph Deleted)

§ 3.18.3 The obligations of the contractor under this section 3.18 shall not extend to the liability of the architect, the architect's consultant's, and agents and employees of any of them, caused by or resulting from: (1) defects in plans, designs, or specifications prepared, approved, or used by the architect or engineer; or (2) negligence of the architect or engineer in the rendition or conduct of professional duties called for or arising out of the construction contract and the plans, designs, or specifications that are a part of the construction contract; and (3) arising from: (a) personal injury or death; (b) property damage; or (c) any other expense that arises from personal injury, death, or property damage.

(Paragraph Deleted)

§ 3.18.4 The owner may cause any other contractor who may have a contract with the owner to perform construction or installation work in the areas where work will be performed under this agreement, to agree to indemnify and to hold the owner and the contractor harmless from all claims for bodily injury and property damage to the same extent as is provided in section 3.18.1 above. Likewise, contractor agrees to indemnify and to hold the owner's other contractors harmless from all claims for bodily injury and property damage to the same extent as provided in section 3.18.1 above.

§ 3.18.5 The provisions of section 3.18 in its entirety shall survive the completion, termination or expiration of this contract.

§ 3.18.6 The indemnification and defense obligations stated above will not apply to any claims, actions, liabilities, damages, losses, costs or expenses caused directly and solely by the affirmative gross negligence or intentional tortious acts of the Indemnitees.

§ 3.18.7 In the event that it becomes necessary for Owner, Owner's Representative, Architect or Contractor to file a suit to enforce any agreement or provisions contained therein, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees, costs and expenses including but not limited to court costs incurred in such suit.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 At the Owner's sole discretion, Owner may undertake any or all administrative roles of the Architect. Upon written notification to the Contractor of such decision by the Owner, all references to "Architect" herein, as applicable, shall be read to mean Owner.

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

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

§ 4.1.4 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities 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 an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, 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 in writing to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed or made known to the Architect in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5

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

§ 4.2.6 The Architect 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

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exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, 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 Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, 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 shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner, or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Contract Documents.

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

§ 4.2.12 Interpretations or recommendations 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 or recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor

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§ 4.2.13 The Owner's decisions based on the Architect's recommendations on matters relating to aesthetic effect will be final.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and 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 at no additional cost to the Owner. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within fourteen(14) days to the Contractor 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 fourteen (14)-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.2.5 A Subcontractor may not commence work without an executed contract with the Contractor per Sections 5.1, 5.2, 5.3. Contractor must execute all subcontracts in a timely manner so no delays in the Work are realized. Contractor shall promptly provide a copy of all contracts with subcontractors to Owner or Owner's Representative.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically

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provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§
5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to
(Paragraphs Deleted)

subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
(Paragraph Deleted)

Intentionally Omitted

(Paragraphs Deleted)

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or 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 Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

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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.

A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

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

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

§ 7.1.4 Any adjustment to the Contract Sum or Contract Time arising out of any changes in the Work shall be signed in writing by the Owner. If the Contractor believes a change in the Work has been directed for which an adjustment in the Contract Sum or Contract Time is due, and there is not a written directive for such change signed by the Owner, then the Contractor shall, as a condition precedent to the preservation of any claim pertaining to such change, give written notice to the Owner and Architect prior to proceeding with any Work involved in the change (except for emergency conditions endangering life or property, as provided in paragraph 10.3 of the General Conditions). The written notice shall identify (i) the scope and nature of the change in the Work and (ii) the impact said change will have upon the Contract Sum and Contract Time. In the notice, the Contractor shall provide and identify specific cost and impacts, if any, and the specific extent of additional time to perform, if any, sought for adjustment to the Contract Sum and Contract Time by reason of the change. In the alternative, Contractor shall use its best efforts to provide specific maximum estimates of the costs and additional time required as a result of the alleged change. Contractor's failure to give prior written notice shall constitute a waiver of any claims for adjustment to the Contract Sum or Contract Time not otherwise approved in writing by the Owner, it being expressly understood that such prior notice, timely given is a condition precedent to Contractor's claim

§ 7.2 CHANGE ORDERS

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time, with an updated Project Schedule showing the current critical path.

§ 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;

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- .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 Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum,

then the adjustment shall be determined by the Architect on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

- .1 Actual costs of labor, including social security, and workers' compensation insurance;
- .2 Actual costs of materials, supplies and equipment, including cost of transportation, used in performing the Change in the Work;
- .3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools;
- .4 Actual costs of premiums for all bonds and insurance, and permit fees related to the Work

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect 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 and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.2.4 The Owner shall have the right, without giving the Contractor the right to any extra compensation, at any time when, in the Owner’s reasonable determination there is a delay in achieving a critical path activity and such delay is the responsibility of Contractor, then Owner may require Contractor to prepare a recovery plan to achieve the scheduled date of Substantial Completion.

The failure of the Owner to demand that the Contractor adopt such measures shall not relieve the Contractor of its obligation to secure the rate of progress necessary to complete the Work within the time required by the Contract. If Owner does not reasonably approve the recovery plan, Owner may require Contractor to take such measures necessary to obtain satisfactory progress to achieve the scheduled date of substantial completion.

§ 8.2.5 It is agreed that time is of the essence and that the Owner will suffer substantial damages if the Work is not completed within the time stated in the Agreement. Therefore, if the Project is delayed beyond thirty (30) days of the date set for Substantial Completion of the Contract without an extension of the Contract Time, liquidated damages in the amount of Fifty Dollars per unit (\$50/unit) per day shall be paid by the Contractor to the Owner for each day of delay to the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by 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 labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

To establish the impact of any delay(s) on the Work, the Contactor must use the Project CPM Schedule to demonstrate such impact. The Contractor must show how the delay(s) affect the critical path and its net impact on the date of Substantial Completion. The Contract Sum shall not be increased and the Contract Time shall not be extended for any delays , to the extent caused by, concurrent or contributory negligent acts or omissions of the Contractor, its Subcontractors, sub-subcontractors and suppliers of every tier and their respective agents and representatives of every tier.

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§ 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.

§ 8.3.4 Owner and Contractor acknowledge and agree that in the event Contractor fails to achieve Substantial Completion of the Work within the Contract Time (as such may be extended in accordance with the Contract Documents), Owner will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore the parties, having reasonably endeavored to ascertain an amount bearing a reasonable relationship to the actual damage that Owner might incur, agree that, in the event Contractor fails to achieve Substantial Completion within the Contract Time plus thirty (30) days (as such may be extended in accordance with the Contract Documents), Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the amount of Fifty Dollars per unit (\$50/unit) for each calendar day occurring after the Contract Time (as such may be extended in accordance with Contract Documents) during which Substantial Completion is not achieved. Notwithstanding the foregoing to the contrary, Owner and Contractor acknowledge and agree that this liquidated damages provision shall only apply to damages caused by Contractor's failure to achieve Substantial Completion within the Contract Time. The imposition of liquidated damages as provided for herein shall be the Owner's sole remedy for damages for delay for failure to achieve Substantial Completion of the Work within the Contract Time.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and 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, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

- .1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, general conditions, etc. shall be listed as individual line items.
- .2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc.
- .3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, start-up, etc.).
- .4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit or supervision.
- .5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.
- .6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

§ 9.3.2n Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.
- .5 Payment shall not include any charges for overhead or profit on stored materials.
- .6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

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

Payment to subcontractors shall contain lien waivers effectuated through endorsement. Contractor shall indemnify and hold owner harmless from any liens, claims, security interests or encumbrances filed by the contractor, subcontractors, or anyone claiming by, through or under the contractor or subcontractor for items covered by payments made by the owner to contractor.

§ 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data 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 Contractor 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,

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sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be **withheld**.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

The Owner shall make monthly progress payments as described in § 9.6 until the scheduled (including time extensions made by change order) time for Substantial Completion. If the Project is not substantially complete at this time, the Owner will not make further progress payments until the Project reaches Substantial Completion.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld and payment will be made in accordance with the Contract Documents after certificate for Payment is issued.

§ 9.5.3 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages and Owner shall not be deemed in default by reason of withholding payment

§ 9.6 PROGRESS PAYMENTS

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

Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment or

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Contractor's Payment Application, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents or Construction Documents.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors 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.

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

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

§ 9.6.7 Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor.

§ 9.6.8 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

- .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or
- .2 issue a written notice to the contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without unreasonable interference from Contractor and all major systems are operational and all life safety features are completed. Without limiting the foregoing, delivery by Contractor of a certificate of occupancy or a temporary certificate of occupancy for the Work shall be a condition precedent to Substantial Completion.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time to fifteen (15) calendar days within which the Contractor shall finish all items on the list accompanying the Certificate, unless a part or piece of equipment is not available to the Contractor with the fifteen days outlined above. If parts or equipment are needed to complete the item, the Contractor shall complete the item within ten (10) days of the Contractor's receipt of the necessary parts or equipment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the project before formal Acceptance by the Owner under the following conditions:

.1 A Certificate of Substantial Completion shall be prepared and executed as provided in Subsection 9.9.1 of the General Conditions of the Contract, except that when, in the opinion of the Owner, the Contractor is chargeable with unwarranted delay in completing work or other contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of Project Work.

.2 Occupancy by the Owner shall not be construed by the Contractor as being acceptance of that part of the Project to be occupied.

.3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.

.4 Occupancy by the Owner shall not be deemed to constitute a waiver of any claims on behalf of the Owner or Contractor against each other.

Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of its responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.

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

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

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (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. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner.

(Paragraphs Deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

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§ 9.10.6 Notwithstanding anything contained herein to the contrary, Architect will not issue the final Certificate for Payment and final payment will not be made until the time of final settlement shall be established by the Owner and shall thereafter be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colo. Rev. Stat. §38-26-107. The Owner shall withhold from all payments to Contractor sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Contractor or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Contractor or the subcontractor, all in accordance with the provisions of Colo. Rev. Stat. §38-26-107. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Contract for Construction, such amended procedure shall be substituted accordingly.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

§ 10.2.3 The Contractor shall 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 Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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 Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.2.9 Notwithstanding any other provision herein, the Contractor shall take all necessary measures to store materials on site for which payment has been made by the Owner so that they shall not deteriorate, be damaged or be stolen. The Contractor shall, to the best of its ability, safeguard such materials against burglary, pilferage, fire, vandalism and mischief. The Contractor shall bear sole responsibility (1) for the care and protection of materials and work installed in the building and materials stored on the site for which payment has been made, and (2) for the restoration of damaged work and replacement of damaged or stolen materials.

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 If contractor imports hazardous materials onto the project site, then contractor hereby indemnifies and holds harmless the owner, its consultants, trustees, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in subparagraph 3.18.

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

(Paragraphs Deleted)

§ 10.4 EMERGENCIES

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

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The Contractor must have an approved "Emergency Management Plan" with the Owner, and the Contractor must not address the media without consent from the Owner.

ARTICLE 11 INSURANCE AND BONDS

§ 11.0.1 No work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five (5) business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations and additional endorsements, as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Colorado by the Colorado Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall, by endorsement, be primary insurance with respect to the Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.0.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies qualified and lawfully authorized and licensed to do business in the jurisdiction in which the Project is located and with a carrier satisfactory to the Owner such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor and all Subcontractors shall obtain and maintain throughout the life of the Project insurance coverage as required by Article 8 of AIA Document A133-2009.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Acceptance of a certificate with less than the required amounts and coverage shall not be deemed a waiver of the requirements in Subsection 11.1.1 and the Contract Documents. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage for 3-5 years, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the negligent acts or omissions of the Contractor, Contractor's subcontractors or anyone employed by them or anyone for whose acts any of them may be liable, during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions of the Contractor, Contractor's subcontractors or anyone employed by them or anyone for whose acts any of them may be liable, during the Contractor's completed operations.

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11.1.5

The Contractor shall take out and maintain during the life of the Contract the above stated insurance written by insurance carriers satisfactory to the Owner. The commercial general liability and automobile liability
(Paragraph Deleted)

coverages will insure the Owner for work performed pursuant to this Contract and will protect said Owner from and against all claims arising out of this Contract for injury to persons (including death) and/or property of another, whether such operations be by the Contractor or any Subcontractor or anyone directly employed or indirectly employed to the extent such claims arise out of the Contractor's negligent acts or omissions.

§ 11.1.6 It is a further condition of the Contract that the Owner shall be named as an additional insured, only for

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operations arising out of the performance of the Contract, under the following policies of insurance carried by the Contractor. (a) commercial general liability, (b) automobile liability.

§ 11.1.7 It is also understood and agreed on the part of the Contractor that the Contract will cover the Owner, its officers, agents, employees and servants against contingent liability for any and all claims of any nature whatsoever arising out of said operations and covered by the herein above policies of insurance.

If the Contractor fails to procure and maintain such insurance, or if an aggregate policy limit has been eroded, the contractor will notify the owner. The Owner shall have the right to procure and maintain the required insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and to maintain such insurance. If the Contractor fails to pay for the insurance required herein, the Owner may pay the premiums and offset those amounts against any amounts due on the Contract to the Contractor.

§ 11.1.8 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and any of their subcontractors, sub-subcontractors, for personal injury and property damage to the extent covered by liability insurance and automobile insurance obtained pursuant to this Section 11.1 or other liability insurance applicable to the Work. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontracts, agents and employees of any of them, by appropriate agreement, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, and contractual or otherwise, and did not pay the insurance premium directly or indirectly.

§ 11.1.9 The Contractor shall require all of its Subcontractors to maintain workers' compensation insurance, commercial general liability insurance and automobile liability insurance with the same limits and conditions as specified in Subsection 11.1.1 and the Contract Documents for the Contractor with the exception of the requirement for excess liability coverage, unless specifically requested in writing by Owner

§ 11.1.10 The Owner may waive or modify any or all of the requirements of this Article 11 and the Contract Documents. Such waiver or modification shall not be effective unless made in writing and executed by the Owner.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1

The Contractor shall procure and maintain at its own expense, until completion of direct work and acceptance thereof, a builder's risk insurance policy insuring against "all risks of physical loss or damage" as the term is commonly construed in the insurance industry, insuring the entire project against such physical loss or damage. If other special insurance not provided for herein is desired by the Contractor, the Contractor shall purchase such insurance at Contractor's expense; such coverage to contain specific limitations and exclusions. Faulty workmanship and negligence shall be excluded. A copy of the policy will be provided to the Contractor upon request.

It shall be understood that subcontractors and second level subcontractors are insured as to their interests in the partially completed Project.

Any insured loss is to be adjusted with the Owner and made payable to the Owner as Trustee for the insured, as their interests may appear.

The insurance policy shall provide for necessary access to the Project by Owner as follows: "Permission is hereby granted for the Owner to occupy such portion of the premises completed or suitable for occupancy prior to final acceptance of the entire project, any provision of the policy to the contrary notwithstanding."

The Contractor and its subcontractors and suppliers waive all rights against the Owner for damages caused by fire or other perils to the extent covered by the builder's risk insurance obtained pursuant to this section or other property

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insurance applicable to the work, except such rights they have to proceeds of such insurance provided by the Owner on their behalf. The Contractor shall require similar waivers of its subcontractors and all lower tier subcontractors, agents and employees. In waiving rights of recovery under terms of this subparagraph, the term "Owner" shall be deemed to include its employees, and the architect/engineer and its employees as the Owner's representative as provided in the Contract Documents.

The Contractor, on its written request, shall be named jointly with the Owner in all policies, all of which shall be open to its inspection.

(Paragraph Deleted)

The following are specific exclusions: This insurance does not cover pollution, land, glass breakage, any tools owned by mechanics, any equipment, scaffolding, staging, towers and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any temporary structures or trailers used by the Contractor or any subcontractor or material supplier.

The Contractor shall pay any deductible amount up to _____ Dollars (\$ _____) when making a claim against the property insurance policy.

(Paragraph Deleted)

The Contractor shall indemnify and hold the Owner and its agents and employees harmless from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the work itself and including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent or intentional act or omission or breach of contract of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This specific indemnification by the Contractor is in addition to and not in lieu of other remedies which may be available to the Owner.

§ 11.3.2 Intentionally Omitted

§ 11.3.3 Intentionally Omitted

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 Intentionally Omitted

§ 11.3.6 Before an exposure to loss may occur, the party required to purchase coverage required by the Contract Documents shall file with the other party a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 Notwithstanding the provisions of AIA Document A133-2009, the Contractor shall, within ten (10) days after execution of the GMP Amendment, execute, deliver to and file with the Owner, a good and sufficient bond to be approved by the Owner in a penal sum equal to the Contract price. Such bond shall be duly executed by a qualified corporate surety, conditioned upon the true and faithful performance of the Contract, and warranty work, and, in addition, shall provide that if the Contractor or its subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or its subcontractor in performance of the Work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest as provided by law. Performance and payment bonds shall be on forms provided by the Owner and must be issued by qualified sureties as specified herein. The Performance Bond shall additionally guarantee that the

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Contractor shall remedy any omissions; correct any and all defects; and adjust and make operable all component parts of the work falling under the requirements of its Contract which may be called to its attention within a period of twelve (12) months following the Date of Completion established in the Letter of Acceptance. The expense of all bonds shall be borne by the Contractor. If, at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, the Owner may require another surety acceptable to the Owner, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so.

§ 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 Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

§ 11.4.4 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.5 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Colorado. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the
(Paragraph Deleted)

Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 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 upon approval of Owner it shall be uncovered by the Contractor at no additional cost with one year of Substantial Completion of the Work. 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 Contractor's expense 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 Contractor 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

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of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, or within such longer period of time as may be prescribed by law, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

Contractor shall schedule and attend with the Owner and the Architect an inspection of the Project 12 months after Substantial Completion. The Owner, Contractor and Architect will inspect the project to determine whether any warranty items exist, and will prepare a list of warranty items for the Contractor to correct. The Contractor shall notify the Owner and Architect upon its completion of the warranty work and the Owner and Architect shall perform a follow-up inspection to confirm such completion.

§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

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

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

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

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

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

§ 12.2.6

Contractor shall replace, repair, or restore any parts of the Project or that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Construction Documents or the Contract Documents or by defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective

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work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Construction Documents or the Contract Documents, then an equitable deduction from the Contract Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.2.9 During the warranty period, Contractor shall assign a qualified and experienced representative to work directly with Owner's representatives to address, commence and complete work to correct, within fifteen (15) business days' notice, from either the Owner or the Architect, any and all warranty items identified from time to time by the Owner or the Architect. If Contractor does not complete the warranty items within fifteen (15) business days of notification by the Owner, the Owner, at its discretion, may complete the warranty item and invoice the Contractor for reimbursement of cost incurred. If Contractor requires more than fifteen (15) business days to complete warranty items, a request for extension and a corrective action plan must be submitted to Owner that identifies schedule of corrective work. Owners shall incur no charge or expense for Contractor's completion of punch list or warranty work. Contractor acknowledges that its punch list and warranty work obligations are included within the Contract Sum.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make 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 Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate 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; 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 or by electronic communication via fax or email with affirmative confirmation from the party receiving the electronic communications.

§ 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 unless so indicated.

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§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach 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 Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals.

The Owner will provide services commonly known as Materials Testing and Special Inspections as well as State required 3rd Party Inspections, however, the Contractor will be responsible for costs associated with any failed inspections and rescheduled inspections.

The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner and Architect and geotechnical engineer of record shall be copied on all testing reports.

§ 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 Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, 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 Architect's services and expenses shall be at the Contractor's expense.

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

§ 13.5.5 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 Contractor 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 Agreement within the time period specified by applicable law, or as determined by court order if necessary.

§ 13.8 CONTRACTOR-OWNER RELATIONSHIP

In performing its obligations under this Agreement, the Contractor shall be deemed an independent contractor and not an agent or employee of the Owner.

§ 13.9 MUTUAL AGREEMENT DEVELOPMENT

Both Owner and Contractor have, with the assistance of their respective counsel, actively negotiated the terms and provisions contained in this Agreement and the Contract. Therefore, the parties waive the effect of any statutory or

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common law provision which construes ambiguities in a contract against the party that drafted the contract.

§ 13.10 AGREEMENT TERMS

If any term, covenant or condition of the Construction Documents, or the application thereof to any persons or circumstance shall to any extent be invalid or unenforceable, then the remainder of the Construction Documents or the application of the term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition of the Construction Documents shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor 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 Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents after the Contractor has provided Owner thirty (30) days' prior written notice.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit only for work actually performed and materials stored.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

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- 3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in

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question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor 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. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

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

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

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15.1.5.3 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of the Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of adverse weather, or hindrances or delays which are the fault of
(Paragraph Deleted)

Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.5.4 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, adverse weather, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives all claims against the Owner for consequential damages arising out of or relating to this Contract including but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation in accordance with the Colorado Dispute Resolution Act, §13-22-301, et seq. as a condition precedent to binding dispute resolution.

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§ 15.3.2 The parties shall first endeavor to resolve their Claims through mediation with a mutually agreed-upon mediator. If the parties cannot agree upon a mediator, mediation shall be conducted by the Judicial Arbitrator Group, Denver, Colorado in accordance with the Colorado Dispute Resolution Act in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be determined by arbitration in Summit County, Colorado before a panel of three (3) arbitrators. Arbitration shall be subject to the Federal Arbitration Act, 9 U.S.C. §1-16 ("FAA") and, to the extent not preempted by the FAA, the Colorado Revised Uniform Arbitration Act, C.R.S., §13-22-201, et seq. ("CRUAA"). The fact that arbitration is governed by the FAA does not give the federal courts jurisdiction over disputes arising with respect to arbitrations. At the option of the first party to commence arbitration, the arbitration shall be conducted either by JAMS or the Judicial Arbitrator Group (JAG), both of Denver, Colorado and governed in accordance with the chosen arbitrator's rules for administration of construction industry arbitrations. Notwithstanding anything to the contrary, however, the Rules of the American Arbitration Association (AAA) shall NOT apply.

§ 15.4.1.1 Within 10 days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two so selected shall then select a third arbitrator within 21 days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, then the third arbitrator shall be appointed by the chosen arbitration organization (JAMS or JAG) in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators.

§ 15.4.1.2 A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.3 Attorney's Fees and Costs

In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the attorneys' fees and associated costs reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with

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the arbitration. The term "costs" includes, but is not limited to, expert witness fees.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

ARTICLE 16 CONFIDENTIAL INFORMATION

§ 16.1 In connection with the performance of the Contract, the Contractor and its Subcontractors, including their officers, directors, employees and agents (collectively, the "Receiving Group"), will have access to certain information of a confidential nature related to the Project. The Owner makes such information available only on the terms of confidentiality set forth in this Article.

§16.1.1 All information furnished to any person in the Receiving Group concerning the Project shall be deemed "Confidential Information" for purposes of the Contract. Confidential Information shall include information furnished in written, oral or electronic form, as well as any information that may be derived from on-site visits to the Project.

§16.1.2 The Confidential Information shall not be used by any member of the Receiving Group in any way detrimental to the Owner, or in direct or indirect competition with the business activities of the Owner, and shall be used solely for the purpose of work on the Project.

§16.1.3 Each and every member of the Receiving Group shall keep the Confidential Information strictly confidential and shall not disclose or provide any of such information to any third party and shall take all necessary measures to prevent any such disclosure by the officers, directors, employees, agents, contractors, subcontractors or consultants of the members of the Receiving Group. Contractor shall require that its subcontractors agree to be bound by the provisions in this Article 16 in the subcontracts entered into between the Contractor and its subcontractors and that all subcontractors likewise include these Article 16 provisions in their sub-subcontracts with sub-subcontractors.

§16.1.4 No failure or delay by the Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

§16.1.5 It is understood and agreed that money damages would not be sufficient remedy for any breach of any term of the Article 16 by the Contractor or any other member of the Receiving Group and that the Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, but shall be in addition to all other legal and equitable remedies available to the Owner.

ARTICLE 17 GOVERNMENTAL ENTITY PROVISIONS

§17.1 All work performed under this Agreement shall be subject to the requirements of any state or local codes having jurisdiction at the site of the Work, and shall meet or exceed the requirements regarding the Work set forth in any intergovernmental agreement now existing or subsequently entered into between Owner and any town or local governmental entity. The Contractor and its Subcontractors shall be aware of the Owner's obligations under any such agreement and shall perform the Services so as to comply with such obligations. The Contractor and its Subcontractors shall also be aware of the provisions of sections 8-1-107(2)(d) and 22-32-124, C.R.S., which govern the jurisdiction of state and local authorities with respect to building standards and the application of local planning

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and zoning ordinances.

§17.2PUBLIC WORKS CONTRACT

The Contractor and its Subcontractors are informed of the following:

§17.2.1 The Owner is a public entity and the Project is a public works project within the intent and meaning of section 38-26-105, C.R.S. Accordingly, all payments properly due to the Contractor and all claims for amounts lawfully due from the Contractor and its Subcontractors and all rights to mechanic's liens to secure payment thereof arising on behalf of any person, co-partnership, association of person, company or corporation that has furnished or provided labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or any Subcontractor in the performance of the Work shall be subject to section 38-26-101, 105, 106, and 107, C.R.S.

§17.2.2 In the event any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provision, provender or other supplies used or consumed by the Contractor or its Subcontractor in or about the performance of the Work files a claim with the Owner by verified statement of the amount due in the method an manner and in compliance with section 38-26-107(1), C.R.S., then no amount of the Agreement Sum shall be properly payable to the extent of such claims until:

.1 such claim has been paid or withdrawn in the method, manner and in compliance with section 38-26-107(2), C.R.S.; or

.2 one day following ninety (90) days after the date fixed for final settlement of claims as published pursuant to section 38-26-107(2), C.R.S., provided no action is commenced within such 90-day time period to enforce such unpaid claim in the method and manner and in compliance with section 38-26-107(2), C.R.S.; or

.3 upon entry of final judgment in favor of the Contractor or a claimant to the extent of such judgment, in the event within ninety (90) days after the date fixed for final settlement of claims as published pursuant to section 38-26-107(2), C.R.S., an action is commenced to enforce such unpaid claim in the method and manner and in compliance with section 38-26-107(2), C.R.S.

§17.4AFFIRMATIVE ACTION/EEO

The Contractor and its Subcontractors shall maintain policies of employment as follows:

§17.4.1 The Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status except when sex or age is a bona fide occupational qualification. The Contractor and its Subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status. Such action shall include, but not be limited to, the following: employment, upgrade, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of the Equal Opportunity laws.

§17.4.2 The Contractor and its Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status.

§17.5 Provisions Required by section 8-17.5-102, C.R.S.

§ 17.5.1 Contractor and its Subcontractors represent and warrant that, prior to executing this Agreement, it supplied the Owner with a certification meeting the requirements of section 8-17.5-102(1), C.R.S., a copy of which is appended hereto as Exhibit C.

§ 17.5.2 During the term of this Agreement, Contractor shall not:

.1 knowingly employ or contract with an illegal alien to perform work under this Agreement.

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.2 enter into a contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (b) that fails to certify to Contractor and its Subcontractors that that subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§ 17.5.3 Contractor has verified or attempted to verify through participation in either the Federal E-Verify Program or the Colorado Department of Labor and Employment Verification Program, or any future verification programs authorized by either the federal government or the Colorado Department of Labor, that Contractor does not employ any illegal aliens.

§ 17.5.4 During the term of this Agreement, Contractor and its Subcontractors shall not use the Federal E-Verify Program or the Colorado Department of Labor and Employment Verification Program procedures to undertake pre-employment screening of job applicants.

§ 17.5.5 If Contractor and its Subcontractors obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor and its Subcontractors shall:

.1 Notify the subcontractor and the Owner within three days that it has such knowledge; and

.2 Terminate the contract with such subcontractor if within three days of receiving the notice required pursuant to subparagraph .1 of this subsection 17.5.5, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor and its Subcontractors shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

§ 17.5.6 Contractor and its Subcontractors shall comply with all reasonable requests made by the Colorado Department of Labor and Employment in the course of any investigation undertaken pursuant to section 8-17.5-102(5), C.R.S.

§ 17.5.7 Any other provision in this Agreement to the contrary notwithstanding, in the event Contractor and its Subcontractors violates any provision set forth in this Section 17.5, the Owner may terminate this Agreement for breach and hold Contractor and its Subcontractors liable for actual and consequential damages pursuant to section 8-17.5-102(3), C.R.S.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL MEMBERS
FROM: RANDY READY, TOWN MANAGER
BONNIE MOINET, FINANCE DIRECTOR
RE: AGREEMENT FOR THE PURCHASE OF FOUR COYOTE VILLAGE TOWNHOMES
DATE: MARCH 13, 2018

Summary:

At Town Council's request, staff has been negotiating the purchase of four Coyote Village Townhomes on Lots 1, 3, 4 and 7, Bills Ranch. Current purchase price is \$425,000/unit, with a total purchase agreement value of \$1,700,000 for four townhomes.

Per direction from Council, the Town will purchase these townhomes, then proceed to place a deed restriction on them and buy them down to an AMI level to be determined during Council's approval of the deed restriction. Please see the attached projections for both the 5A Housing Fund and the Town Capital Improvement Fund prepared by Finance Staff that indicate the Town's ability to purchase two of these units with 5A Funds for the use of workforce members in the Frisco area, and to purchase the other two units with Town Capital Improvement Funds for the use of Town employees.

Maintaining all four of the Coyote Village units as rental units would significantly impact the Town's ability to react to further workforce housing opportunities in the near future. The time it would take to recover the Town's investment in four rental units would be 18 years. Based on current projections and housing needs, staff recommends that the Coyote Village units be made available as for sale units to be bought-down to the purchase price to be determined by Council.

Staff recommends approval of the attached Coyote Village Purchase Agreement.

Town of Frisco
SCHA 5A Fund
Revised 2018 Projections

Coyote Village Condos - All Sale Units

Mary Ruth Project: All 8 units rental: 50% Rent Revenue and Construction Cost-SCHA; 50% Rent Revenue and Construction Cost-CIP
Coyote Condos-Town Purchase 4 units: 50% Sales Proceeds and Purchase Price-SCHA; 50% Sales Proceeds and Purchase Price - CIP

Account Title	Proposed 2018		Revised 2018		2019		2020		2021		2022	
	Budget	Revised Budget	Budget	Revised Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Beginning Fund Balance	\$2,186,287	\$2,367,272			\$1,424,772	\$611,022	\$183,701	\$1,040,883				
REVENUES:												
County Sales Tax	\$1,080,000	\$1,100,000	\$1,122,000	\$1,144,440	\$1,167,329	\$1,190,675						
Interest on Investments	\$7,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						
Sale of Town property - Staley House	\$1,514,000	\$700,000	\$600,000									
Sale of Coyote Condos - 2 Units @ \$300,000/unit		\$82,500	\$82,500	\$82,500	\$82,500	\$82,500						
Rental Income-Mary Ruth - 4 Units		\$0	\$165,000	\$165,000	\$75,000	\$75,000						
Miscellaneous Income		\$2,766,000	\$2,657,500	\$1,289,500	\$1,311,940	\$1,358,175						
Building Permits and Fees		\$2,850,000										
TOTAL REVENUES												
EXPENDITURES												
Capital Projects-Unidentified					\$2,000,000	\$2,000,000						
Mary Ruth Project Construction - 4 Units			\$1,150,000									
HOA - Mary Ruth Project - 4 Units			\$25,000		\$25,000	\$25,000						
113 Granite Project			\$750,000									
3rd Avenue Project			\$750,000									
Coyote Condos Purchase - 2 Units @ \$425,000/unit			\$850,000									
Community Outreach	\$2,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						
Administration Expense	\$126,320	\$65,000	\$68,250	\$71,663	\$75,246	\$79,008						
TOTAL EXPENDITURES												
Ending Fund Balance	\$1,973,967	\$1,424,772	\$611,022	-\$183,701	\$1,040,883	\$285,050						

Coyote Village Condos - All Rental

Mary Ruth Project: All 8 units rental: 50% Rent Revenue and Construction Cost-SCHA; 50% Rent Revenue and Construction Cost-CIP
Coyote Condos-Town Purchase 4 units: 50% Rental Income and Purchase Price-SCHA; 50% Rental Income and Purchase Price - CIP

Account Title	Proposed 2018		Revised 2018		2019		2020		2021		2022	
	Budget	Revised Budget	Budget	Revised Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Beginning Fund Balance	\$2,186,287	\$2,367,272			\$845,772	\$68,022	-\$690,701	\$505,083				
REVENUES:												
County Sales Tax	\$1,080,000	\$1,100,000	\$1,122,000	\$1,144,440	\$1,167,329	\$1,190,675						
Interest on Investments	\$7,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						
Sale of Town property - Staley House	\$1,514,000	\$700,000	\$28,000									
Rental - 2 units - Coyote Village - \$2,000/mo/unit		\$82,500	\$82,500	\$82,500	\$48,000	\$48,000						
Rental Income-Mary Ruth - 4 Units		\$0	\$165,000	\$165,000	\$75,000	\$75,000						
Miscellaneous Income		\$2,766,000	\$2,085,500	\$1,337,500	\$1,359,940	\$1,406,175						
Building Permits and Fees		\$2,850,000										
TOTAL REVENUES												
EXPENDITURES												
Capital Projects-Unidentified					\$2,000,000	\$2,000,000						
Mary Ruth Project Construction - 4 Units			\$1,150,000									
HOA - Mary Ruth Project - 4 Units			\$25,000		\$25,000	\$25,000						
113 Granite Project			\$750,000									
3rd Avenue Project			\$750,000									
Coyote Village Purchase - 2 Units @ \$425,000/unit			\$850,000									
Coyote Village - HOA - \$300/mo/unit			\$4,200		\$7,200	\$7,200						
Coyote Village - Admin - \$100/mo/unit			\$1,400		\$2,400	\$2,400						
Coyote Village - R&M - \$100/mo/unit			\$1,400		\$2,400	\$2,400						
Community Outreach	\$2,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						
Administration Expense	\$126,320	\$65,000	\$68,250	\$71,663	\$75,246	\$79,008						
TOTAL EXPENDITURES												
Ending Fund Balance	\$1,973,967	\$845,772	\$68,022	-\$690,701	\$505,083	-\$214,750						

* Partial Year - May through December
Would need to delay this project

Town of Frisco
Capital Improvement Fund
Revised 2018 Projections

Coyote Village Condos - All Sale Units

Mary Ruth Project: All 8 units rental: 50% Rent Revenue and Construction Cost-SCHA; 50% Rent Revenue and Construction Cost-CIP
Coyote Condos-Town Purchase 4 units: 50% Sales Proceeds and Purchase Price -SCHA; 50% Sales Proceeds and Purchase Price - CIP

Account Title	Proposed 2018 Budget	Revised 2018 Budget	2019		2020		2021		2022	
			Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Beginning Fund Balance	\$5,092,669	\$5,263,058	\$2,547,422	\$1,765,161	\$2,495,614	\$1,765,161	\$2,495,614	\$1,765,161	\$2,495,614	\$3,334,937
REVENUES:										
Real Estate Investment Fees	\$1,500,000	\$1,500,000	\$1,550,750	\$1,597,873	\$1,646,409	\$1,597,873	\$1,646,409	\$1,696,401	\$1,696,401	\$1,696,401
Interest on Investments	\$15,000	\$15,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Intergovernmental Grants-TAP	\$404,496	\$404,496								
Sales of Equipment	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Sale of Coyote Condos - 2 Units @ \$300,000/unit		\$600,000								
Rental Income-Mary Ruth - 4 Units		\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500
TOTAL REVENUES	\$1,929,496	\$2,611,996	\$1,653,250	\$1,700,373	\$1,748,909	\$1,700,373	\$1,748,909	\$1,798,901	\$1,798,901	\$1,798,901
EXPENDITURES										
Capital Equipment/Vehicles	\$596,000	\$596,000	\$647,000	\$672,000	\$185,000	\$672,000	\$185,000	\$500,000	\$500,000	\$500,000
IT Purchases	\$217,000	\$217,000	\$76,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Debt Service/Leases	\$476,125	\$476,125	\$473,768	\$541,310	\$537,936	\$541,310	\$537,936	\$537,516	\$537,516	\$537,516
Capital Projects-Previously Budgeted	\$4,705,577	\$4,705,577	\$2,162,000	\$658,000	\$1,117,000	\$658,000	\$1,117,000	\$395,000	\$395,000	\$395,000
Mary Ruth Project - Previously Budgeted	\$850,000	\$850,000								
TAP Grant - Additional Costs not budgeted	\$100,000	\$100,000								
Mary Ruth Project Over Budget - 4 Units	\$300,000	\$300,000								
HOA - Mary Ruth Project - 4 Units	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Coyote Condos Purchase - 2 Units @ \$425,000/unit		\$850,000								
Administration Expense	\$15,000	\$15,000	\$15,750	\$16,538	\$17,364	\$16,538	\$17,364	\$18,233	\$18,233	\$18,233
TOTAL EXPENDITURES	\$6,844,702	\$8,134,702	\$3,399,518	\$1,962,848	\$1,932,300	\$1,962,848	\$1,932,300	\$1,525,749	\$1,525,749	\$1,525,749
Transfer from General Fund	\$935,929	\$2,807,070	\$964,007	\$992,927	\$1,022,715	\$992,927	\$1,022,715	\$1,053,396	\$1,053,396	\$1,053,396
Ending Fund Balance	\$1,113,392	\$2,547,422	\$1,765,161	\$2,495,614	\$3,334,937	\$2,495,614	\$3,334,937	\$4,661,486	\$4,661,486	\$4,661,486

Coyote Village Condos - All Rentals

Mary Ruth Project: All 8 units rental: 50% Rent Revenue and Construction Cost-SCHA; 50% Rent Revenue and Construction Cost-CIP
Coyote Condos-Town Purchase 4 units: 50% Rental Income and Purchase Price -SCHA; 50% Rental Income and Purchase Price - CIP

Account Title	Proposed 2018 Budget	Revised 2018 Budget	2019		2020		2021		2022	
			Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Beginning Fund Balance	\$5,092,669	\$5,263,058	\$1,968,422	\$1,222,161	\$1,988,614	\$1,222,161	\$1,988,614	\$2,863,937	\$2,863,937	\$2,863,937
REVENUES:										
Real Estate Investment Fees	\$1,500,000	\$1,500,000	\$1,550,750	\$1,597,873	\$1,646,409	\$1,597,873	\$1,646,409	\$1,696,401	\$1,696,401	\$1,696,401
Interest on Investments	\$15,000	\$15,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Intergovernmental Grants-TAP	\$404,496	\$404,496								
Sales of Equipment	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Rental - 2 units - Coyote Village - \$2000/mo/unit		\$28,000 *	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Rental Income-Mary Ruth - 4 Units		\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500
TOTAL REVENUES	\$1,929,496	\$2,039,996	\$1,701,250	\$1,748,373	\$1,796,909	\$1,748,373	\$1,796,909	\$1,846,901	\$1,846,901	\$1,846,901
EXPENDITURES										
Capital Equipment/Vehicles	\$596,000	\$596,000	\$647,000	\$672,000	\$185,000	\$672,000	\$185,000	\$500,000	\$500,000	\$500,000
IT Purchases	\$217,000	\$217,000	\$76,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Debt Service/Leases	\$476,125	\$476,125	\$473,768	\$541,310	\$537,936	\$541,310	\$537,936	\$537,516	\$537,516	\$537,516
Capital Projects-Previously Budgeted	\$4,705,577	\$4,705,577	\$2,162,000	\$658,000	\$1,117,000	\$658,000	\$1,117,000	\$395,000	\$395,000	\$395,000
Mary Ruth Project - Previously Budgeted	\$850,000	\$850,000								
TAP Grant - Additional Costs not budgeted	\$100,000	\$100,000								
Mary Ruth Project Over Budget - 4 Units	\$300,000	\$300,000								
HOA - Mary Ruth Project - 4 Units	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Coyote Village Purchase - 2 Units @ \$425,000/unit		\$850,000								
Coyote Village - HOA - \$300/mo/unit		\$4,200 *	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Coyote Village - Admin - \$100/mo/unit		\$1,400 *	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
Coyote Village - R&M - \$100/mo/unit		\$1,400 *	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
Administration Expense	\$15,000	\$15,000	\$15,750	\$16,538	\$17,364	\$16,538	\$17,364	\$18,233	\$18,233	\$18,233
TOTAL EXPENDITURES	\$6,844,702	\$8,141,702	\$3,411,518	\$1,974,848	\$1,944,300	\$1,974,848	\$1,944,300	\$1,537,749	\$1,537,749	\$1,537,749
Transfer from General Fund	\$935,929	\$2,807,070	\$964,007	\$992,927	\$1,022,715	\$992,927	\$1,022,715	\$1,053,396	\$1,053,396	\$1,053,396
Ending Fund Balance	\$1,113,392	\$1,968,422	\$1,222,161	\$1,988,614	\$2,863,937	\$1,988,614	\$2,863,937	\$4,226,486	\$4,226,486	\$4,226,486

* Partial year - May through December

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 18-09**

A RESOLUTION AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THAT CERTAIN AGREEMENT FOR THE PURCHASE AND SALE OF FOUR TOWNHOMES FROM COYOTE VILLAGE, LTD., IN AN AMOUNT NOT TO EXCEED \$1,700,000.

WHEREAS, the Town Council has determined that increasing the number of available workforce housing units is in the community's best interest; and

WHEREAS, the Town Council directed staff to negotiate with Coyote Village Ltd. regarding the terms and conditions of the purchase of four townhomes on Lots 1, 3, 4 and 7, Bills Ranch; and

WHEREAS, based upon those negotiations, the Town Council has determined that it is in the best interests of the Town to enter into an agreement for the purchase of four Coyote Village townhomes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

The Mayor and Town Clerk are hereby authorized to execute the attached Agreement for Purchase and Sale of Real Property for the purchase of four townhomes from Coyote Village, Ltd., at a cost, as set forth therein, not to exceed \$1,700,000.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 13th DAY OF MARCH 2018.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmut, CMC, Town Clerk

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of March 13, 2018, (the "Effective Date") and is by and between the **TOWN OF FRISCO, COLORADO**, a municipal corporation of the State of Colorado ("Buyer"), and **COYOTE VILLAGE, LTD.**, a Colorado limited liability limited partnership ("Seller").

RECITALS:

This Agreement is made with respect to the following facts:

A. Seller is the owner of the real property and all appurtenances and improvements thereon located in the County of Summit, State of Colorado more particularly described as follows:

Lots 1, 3, 4 and 7, Block 2, Bills Ranch, according to the plat filed August 16, 1979 under Reception Number 195060, Town of Frisco (addressed as 821 Pitkin Street Nos. 1, 3, 4 and 7, respectively, and referred to hereinafter as the "Property").

B. Buyer is agreeing to purchase the Property from Seller and Seller is agreeing to sell the Property to Buyer, upon the terms and conditions set forth herein.

AGREEMENT:

In consideration of the promises and agreements of the parties contained herein, the sufficiency of which is hereby acknowledged by each of the parties hereto, Seller and Buyer do hereby promise and agree as follows:

1. **Sale and Purchase.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. **Purchase Price and Earnest Money.** The purchase price for the Property (the "Purchase Price") to be paid by Buyer to Seller shall be ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00). The Purchase Price, as adjusted for net of all credits and proration provided for herein, shall be paid by Buyer to Seller at the Closing in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller. Buyer will deposit Forty-Thousand Dollars (\$40,000) of Earnest Money with Land Title Guarantee Company of Summit County.

3. **Title and Survey.**

(a) **Permitted Exceptions.** Title to the Property shall be free and clear of all liens and encumbrances, subject only to the permitted exceptions which Buyer accepts pursuant to Section 3(d) ("Permitted Exceptions"). At the Closing, Seller shall execute and

deliver the standard form mechanic's lien affidavit used by and acceptable to Land Title Guarantee Company of Summit County (the "Title Company") to provide for the deletion of the standard pre- printed exception from the Owner's Policy for liens arising against the Property for work or materials ordered or contracted for by Seller prior to the Closing, and Seller shall provide for the deletion of the other standard pre-printed exceptions from the Owner's Policy. If a mineral reservation exists, the Buyer may request the Title Company to provide Endorsement 100.31 or a similar endorsement selected by Buyer with respect thereto, at Buyer's expense. From and after the date hereof, Seller shall not sell, convey, option, mortgage, deed in trust, encumber, lease, or contract to do any of the foregoing with respect to the Property. Promptly after the Closing, Seller shall, at Seller's expense, cause the Title Company to issue to Buyer an ALTA owner's title insurance policy insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(b) Title Commitment. Within ten (10) days of the Effective Date, Seller shall furnish Buyer with a copy of the Title Company's Title Insurance Commitment covering the Property (the "Commitment"), committing to insure title to the Property in Buyer in the amount of the Purchase Price, subject to the requirements and exceptions set forth therein. Seller shall cause the Title Company to deliver to Buyer legible copies of all recorded instruments referred to in the Commitment (the "Title Documents"). Seller shall, within fifteen (15) days after the Effective Date, furnish to Buyer, at Seller's expense, a tax certificate from the Treasurer of Summit County confirming the payment of real estate taxes on the Property for all years prior to the year within which the Effective date falls.

(c) Survey. Within thirty (30) business days of the Date of Seller's Acceptance, Seller shall furnish to Buyer five (5) copies of an ALTA Survey Plat ("Survey") of the Property prepared by a surveyor registered in the State of Colorado to be dated not more than thirty (30) days prior to the Effective Date, certified to Buyer, Seller, and Title Company as of a recent date. The cost of such Survey shall be split equally between Seller and Buyer.

(d) Title Defects. Within fifteen (15) business days after Buyer's receipt of the Commitment, the Title Documents, the Survey, and the Additional Materials (as defined in section 4 below), Buyer shall give Seller notice of all title defects shown in the Commitment, Title Documents, Survey and/or Additional Materials (as defined in section 4 below), which are not consented to by Buyer as Permitted Exceptions. Any and all exceptions affecting all or any portion of the Property disclosed by the Commitment (as exceptions, requirements, or otherwise), Survey or Additional Materials which are not the subject of a notice from Buyer to Seller given within the applicable period of time, shall be deemed accepted by Buyer as Permitted Exceptions. In the event Buyer notifies Seller of any title defects shown by the Commitment, Survey and/or Additional Materials which are not consented to and have not been consented to by Buyer as Permitted Exceptions, Seller shall, within ten (10) business days after receipt of Buyer's title objection notice, advise Buyer what, if anything, it intends to do with respect to each title matter to which Buyer objects. For purposes hereof, a title defect or exception shall be deemed cured if (i) the Title Company deletes the defect from the Commitment or (ii) the Title Company undertakes in writing to add a provision to the Owner's Policy obligating the Title Company, within the limits of such Owner's Policy, to protect Buyer against all loss or damage incurred on account of such defect or exception. Prior to or at the

Closing, Seller shall discharge any and all monetary liens and monetary encumbrances on the Property, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of the Property. If each of the defects objected to by Buyer has not been cured on or before the last day of the Inspection Period (as hereinafter defined), Buyer may, by written notice to Seller at any time, either (i) terminate this Agreement or (ii) waive such defects and accept the same as Permitted Exceptions. In the event Buyer does not notify Seller of its decision to terminate or waive on or before the last day of the Inspection Period, Buyer shall be deemed to have waived its objection to such defects and to have accepted such defects as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Section 3(d), both parties shall thereupon be relieved of all further obligations hereunder.

4. Additional Materials. Within ten (10) business days after the Effective Date, Seller shall furnish Buyer with copies of all documents and other information concerning the Property which Seller has in its possession, if any (the "Additional Materials"). If for any reason Buyer shall not purchase the Property, Buyer shall promptly return such Additional Materials to Seller. Without limitation of the foregoing, the Additional Materials shall include true copies of all leases, surveys, easements, liens or other title matters (including, without limitation, rights of first refusal and options) that are not shown by the public records of which Seller has actual knowledge, as well as any soil reports, environmental studies, wetlands studies, geotechnical reports or any other professional reports in Seller's possession pertaining to the Property.

5. Inspection. Buyer shall have thirty (30) days from the Effective Date (the "Inspection Period"), to inspect and evaluate the Property to determine whether the Property is materially contaminated by any Hazardous Materials (as defined below). If any Hazardous Materials are found on the Property which materially and adversely affect the Buyer's intended use of the Property or that expose or could expose the Buyer to liability to third parties for damages or environmental remediation costs, Buyer may terminate this Agreement by written notice (the "Notice of Termination") to Seller given on or before the last day of the Inspection Period. If Buyer delivers to Seller its Notice of Termination prior to the expiration of the Inspection Period, this Agreement shall be deemed to have been terminated by Buyer. In the event of such termination both parties shall thereupon be relieved of all further rights and obligations hereunder.

6. Property Warranty Seller warrants and guarantees that all fixtures, equipment and appliances contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of one (1) year after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if provided with written notice of the defect within said one-year period. Seller warrants and guarantees that all structural and mechanical elements of each of the townhouse units that make up the Property, including but not limited to windows, roof systems or components, electric, gas, plumbing and heating and/or air conditioning systems contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of five (5) years after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if

provided with written notice of the defect within said five-year period. The provisions of this section shall survive the closing of the sale of the property and shall enure to the benefit of successors to the Buyer's interest in the Property or the individual units that make up the Property.

7. **Access; Mechanics' Liens.** Buyer, its agents, employees, contractors, or subcontractors may, at all times after the Date of Seller's Acceptance, at no charge to Buyer, and until the earlier of the Closing or the termination of this Agreement, have the right of access to the Property to test, inspect, and evaluate the Property as Buyer deems appropriate. Buyer shall promptly restore any alterations made to the Property by Buyer, or at Buyer's instance or request, and Buyer shall pay for all work performed on the Property by Buyer, or at Buyer's instance or request, as such payments come due. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Buyer shall be removed by Buyer at its expense within fifteen (15) days after notice thereof is given to Buyer. Buyer shall, at Buyer's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Buyer's access to the Property.

8. **Seller's Representations.** Seller hereby represents to Buyer as of the date of this Agreement and as of the Closing as follows:

(a) **No Violations.** To the best of Seller's knowledge, the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state, or local laws, ordinances or regulations;

(b) **Non-Foreign Person.** Seller is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations and, at Closing, will deliver to Buyer a certificate standing that Seller is not a "foreign person" as defined in said laws in a form complying with the federal tax law;

(c) **Fee Title.** Seller owns good and marketable fee simple title to the Property and has the authority to enter into and execute this Agreement. Except as disclosed in connection with the Permitted Exceptions, the Property is not subject to any leasehold or other possessory interests of any person or entity except Seller;

(d) **Hazardous Materials.** To the best of Seller's actual knowledge, without any special investigation, since Seller acquired the Property, Seller has not caused or contributed to: (i) any toxic or Hazardous Materials being present on, over, under, or around the Property, (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport, and/or disposal of any toxic or Hazardous Materials on, over, under, or around the Property, (iii) any failure to comply with any applicable local, state, or federal environmental laws, (iv) any spills, releases, discharges, or disposal of toxic or Hazardous Material that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (v) any spills or disposal of toxic or Hazardous Materials that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. The term

"Hazardous Materials" includes, but is not limited to, substances defined as Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, or any other law, statute, rule, or regulation pertaining to the protection of the environment or the health and safety of persons or property; in addition, except as disclosed in any Additional Materials, Seller represents and warrants to Buyer that to the best of its knowledge and belief, there are no soils, environmental, geological or structural problems affecting the Property.

(e) Materiality of Representations. Each of the representations made by Seller in this Agreement, or in any document or instrument delivered pursuant hereto shall be true and correct in all material respects on the Date of Seller's Acceptance and the date of delivery of such document or instrument, and shall be deemed to be made again as and at the date of the Closing and shall then be true and correct in all material respects. The material truth and accuracy of each of the representations and the material performance of all covenants of Seller contained in this Agreement are conditions precedent to the Closing.

9. Seller's Obligations Concerning Improvements to the Property and Funding of the Homeowners Association for the Property. Seller shall, prior to and as a condition precedent to Closing, and at Seller's sole cost and expense, cause each and every townhouse that is a part of the Property to:

- (a) have and contain, with the exception of a two-car garage, each of the improvements, fixtures, appliances and amenities that are set forth on Exhibit A hereto, which Exhibit is incorporated herein by reference; and
- (b) have and contain new sliding windows and frames on the lower levels of each of the townhomes, which windows shall be new energy-efficient frames, windows and screens of equal size to the existing windows (Thermastar by Pell 10 Series);

In addition, and as a condition precedent to Closing, Seller shall pay Twenty-Five Thousand Dollars (\$25,000.00) to the Coyote Village Owners Association, Inc., for the Property in order to bolster the cash reserve of the Association.

Seller shall, at Seller's sole cost and expense and pursuant to all applicable requirements of the Town of Frisco Code concerning zoning, development and construction, cause to be constructed on the Property, on or before July 1, 2018, one two-car garage for each townhouse unit that is a part of the Property, which garage shall be 20 by 24 feet in floor area, and substantially similar in design to the garage depicted in Exhibit B hereto, which Exhibit is incorporated herein by reference. The general location of the garages shall be as depicted on Exhibit C hereto, which Exhibit is incorporated herein, subject to any conflicting requirement(s) of the Town of Frisco Code. Upon completion, each of the garages shall have the five-year warranty set forth in Section 6 above. Seller shall indemnify and hold the Town of Frisco harmless from any and all claims, demands or liens on the Property, or any part thereof, that arise from Seller's

construction of the garages, or any other improvements on the Property, either prior to or after the closing.

In order to secure Seller's obligation to construct the garages in accordance with this Agreement, Seller and Buyer shall cooperate with the Title Company and seller shall, prior to closing, place the sum of Eighty Thousand Dollars (\$80,000.00) in escrow with the Title Company, to be released to Seller upon Buyer's written certification that all of the required garages have been constructed in accordance with this Agreement, which certification shall not be unreasonably withheld.

10. Closing. The closing of the sale of the Property from Seller to Buyer (the "Closing") shall take place at 10:00 a.m. in the offices of the Title Company on such date that is Forty-five (45) days from the Effective Date, or such other later date that may be mutually agreed upon in writing by the parties hereto. At the Closing:

(a) Buyer shall pay to Seller the Purchase Price in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

(b) General real property taxes and assessments for the year in which the Closing occurs shall be apportioned between the parties based upon the most recent levy and assessment, but such apportionment shall, if necessary, be subject to readjustment between the parties upon final billing therefor. Buyer shall receive a credit at Closing for Seller's share of such taxes. Seller shall be responsible for payment of the real property taxes and assessments due for the tax period prior to Closing and the Title Company shall remit payment of all such taxes to the Summit County Treasurer just as soon as is practical after the Closing. Buyer shall request the cancellation of all applicable property taxes and assessments as required under Colorado law at the earliest possible date.

(c) Seller shall convey fee simple title to the Property to Buyer by general warranty deed, free and clear of any and all taxes, assessments, liens, encumbrances, and other matters which would affect title, subject only to the Permitted Exceptions (the "Deed").

(d) Seller shall, at its expense, cause the Title Company to deliver to Buyer an unconditional written commitment to issue to Buyer its ALTA owner's policy (the "Owner's Policy") insuring title to the Property in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions.

(e) At Closing, Seller shall deliver exclusive possession of the Property to Buyer and, except as otherwise agreed to in writing between the Buyer and Seller, Seller shall have removed from the Property all personal property of the Seller located thereon or therein.

(f) The parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein. Each party shall pay one-half (1/2) of any charges imposed by the Title Company to prepare the closing documents and provide similar closing services but in no event shall Buyer's portion of such

expenses and charges exceed \$250.00 ("Buyer's Title Costs"); Seller shall be responsible for and pay any excess closing costs which exceed Buyer's Title Costs and further, shall pay the premium charged by the Title Company for the Owner's Policy, and Buyer shall pay all recording, documentary, and similar fees incurred in connection with the Closing. The parties shall prorate all other items of income and expense in accordance with the customary practice in the Summit County, Colorado area.

(g) Buyer and Seller acknowledge and agree that pursuant to section 160-15.B of the Town Code, the purchase and sale of the Property is exempt from the real estate investment fee imposed by Article II of Chapter 160 of the Town Code.

11. Brokerage Commissions. Buyer and Seller each hereby warrant and represent to the other that any real estate broker's or agent's fees that each, respectively, may incur in connection with the purchase and sale of the Property, shall be paid by each, respectively.

12. Assignment. This Agreement shall be binding and effective on and inure to the benefit of the successors and assigns of the parties hereto. Any assignment hereof shall be in writing and shall require the prior written consent of Seller.

13. Attorneys' Fees. In the event that a lawsuit is brought to enforce or interpret all or any portion of this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with such suit.

14. Remedies. In the event of any breach or default under this Agreement by Buyer prior to Closing, Seller shall, as Seller's only remedy, be entitled to terminate this Agreement and receive and retain all Earnest Money as Liquidated damages not to be considered a penalty. The parties agree that said payment of Earnest Money shall be Seller's sole remedy if Buyer fails to perform its purchase obligation under this Agreement, and Seller expressly waives the remedies of specific performance and any claim for damages. In the event of any breach or default by Seller at or prior to Closing, Buyer may elect to treat this Agreement as terminated, or Buyer may elect to treat this Agreement as being in full force and effect and may seek specific performance from a court of competent jurisdiction. In the event of any breach or default by Seller after Closing, Buyer shall have a claim for damages, or specific performance, or both damages and specific enforcement from a court of competent jurisdiction.

15. Notices. All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered, by personal delivery or by commercial courier at the address of such party as provided below. All notices to Buyer shall be addressed to Buyer at the following addresses or such other addresses of which Buyer gives Seller notice hereunder:

If to Buyer:	Town of Frisco P.O. Box 4100 Frisco, Colorado 80443 Attention: Randy Ready, Town Manager
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With a copy to: Thad W. Renaud, Esq.
Murray Dahl Kuechenmeister & Renaud LLP
710 Kipling Street, Suite 300
Denver, Colorado 80215

All notices to Seller shall be addressed to Seller at the following addresses or such other addresses of which Seller gives Buyer notice hereunder:

If to Seller: Coyote Village, LTD.
Attn: Larry Feldman
P.O. Box 766
Frisco, Colorado 80443

16. Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

17. Condemnation. In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain after the date of mutual execution hereof and before the Closing, Seller or Buyer may declare this Agreement to be null and void and all parties shall be released from any further obligations hereunder, except as expressly provided in this Agreement, or the parties may agree that the description of the Property will be modified to exclude the portion of the Property so condemned and the Purchase Price shall be reduced in proportion to the percentage of the land area of the Property condemned. Seller shall be entitled to retain all proceeds of such condemnation action and to assert all of the rights of the respondent in such condemnation proceeding, whether occurring before or after the Closing.

18. Partial Invalidity. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction prior to Closing, this Agreement shall be deemed void, and both parties shall be relieved of any further rights and obligations hereunder.

19. Computation of Time. If any event or performance hereunder is scheduled or required to occur on a date which is on Saturday, Sunday, or legal state or federal holiday in Denver or Frisco, Colorado, the event or performance shall be required to occur on the next day which is not a Saturday, Sunday, or legal state or federal holiday in Denver or Frisco, Colorado.

20. Time. Time is of the essence with respect to each provision requiring performance within a stated period of time.

21. Counterparts; Execution. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of the parties hereto, this Agreement shall be fully binding and effective, just as if both of the parties hereto had executed and delivered a single counterpart hereof.

22. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing, executed by the party or parties to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending that it be valid and effective from the date set forth above as the "Effective Date."

SELLER:

COYOTE VILLAGE, LTD.,
a Colorado limited liability company

By: _____
Printed Name: Lawrence Feldman
Title: Member/Manager

BUYER:

TOWN OF FRISCO, COLORADO, a Colorado
municipal corporation

ATTEST:

Deborah Wohlmuth, Town Clerk

Gary Wilkinson, Mayor

Date: _____

ACKNOWLEDGMENT OF SELLER:

STATE OF COLORADO)
) ss:
COUNTY OF SUMMIT)

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this _____ day of _____, 201_, by Lawrence Feldman as Member/Manager of Coyote Village, Ltd., a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires:_____.

[Seal] _____
Notary Public

ACKNOWLEDGMENT OF BUYER:

STATE OF COLORADO)
) ss:
COUNTY OF SUMMIT)

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this _____, day of _____, 201_, by Gary Wilkinson and Deborah Wohlmuth, the Mayor and Town Clerk, respectively, of the Town of Frisco, Colorado, a municipal corporation of the State of Colorado.

WITNESS my hand and official seal.
My commission expires:_____.

[Seal] _____
Notary Public

EXHIBIT A
Brochure
[Attached]

COYOTE VILLAGE TOWNHOMES

821 Pitkin Street, Frisco Colorado

8 totally updated and refurbished Townhomes located 1 block from Frisco Elementary School and a 5 minute walk to Main Street. Adjacent to open space, trails and Jug Creek. Frisco's best all day sunshine with some of the most spectacular Peak One views in town.

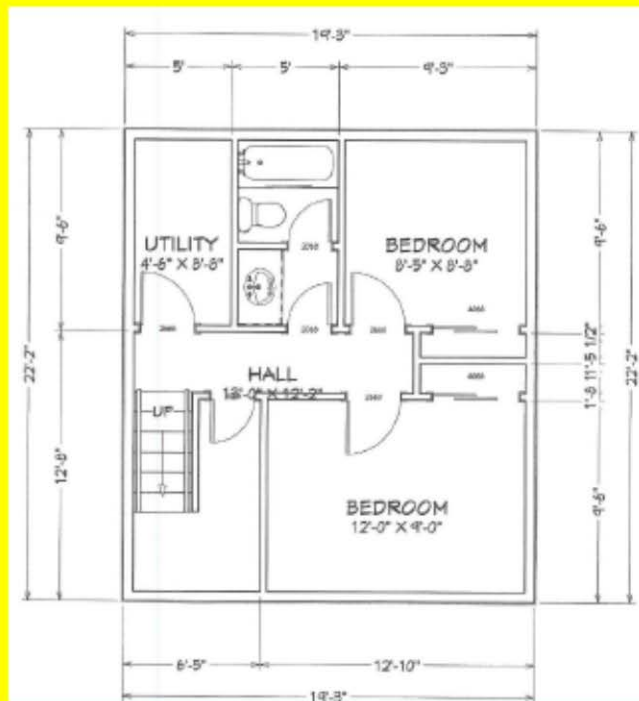
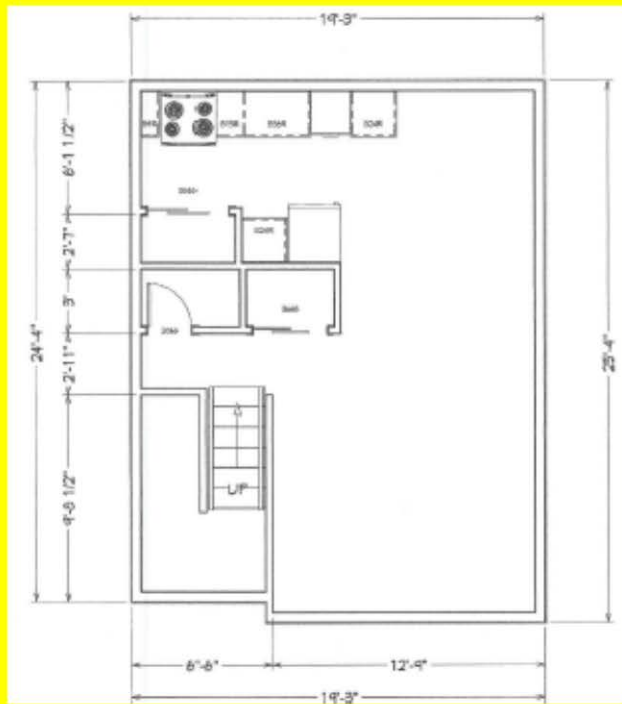
- 1000 square feet, 2 bedrooms, 1.5 baths
- 20 x 24 foot 2 car garage
- 22 x 32 foot private fenced yards
- new interior doors, new woodwork, new paint, new laminate/wood floors, new carpet, new lighting, etc.
- slab granite bath and kitchen counters
- all new high quality upscale stainless steel appliances (see next page)
- baths with jetted tubs, tile surrounds and glass enclosures
- all new furnaces and water heaters
- decks with views and stairs to fenced backyard
- lush landscaping
- one year warranty for everything
- Low \$250 per month HOA Dues include

FOR SALE \$475,000

KYLE FELDMAN-KOKOPELLI PROPERTIES - 970-390-8199



LARRY FELDMAN-303-906-5353 -- ZACH FELDMAN – 303- 819-6268

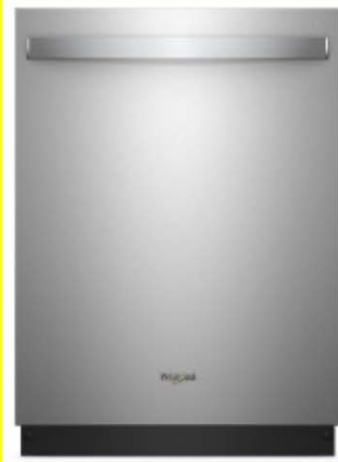


1.7 cu. ft. Microwave Hood Combination with Electronic Controls (Model WMH31017FS).



- Whirlpool 1.7-cu ft over-the-range microwave allows you to cook everything from frozen snacks to leftovers with ease
- 1,000 watts of microwave heating power helps you cook dishes to perfection
- Microwave presets allow you to cook popcorn, baked potatoes or pizza using the right amount of heat and time
- Stainless steel finish adds a sleek, polished look that's easy to clean
- Add 30-second option quickly sets the microwave time to 30 seconds or adds to already in-progress cooking times at the touch of a button
- Electronic touch controls allow you to easily navigate through cooking modes and options
- 300-CFM, 2-speed vent fan matches the right amount of ventilation to the dish being prepared while quickly getting rid of cooking odors
- Dishwasher-safe turntable plate provides uniform heating and makes it easy to clean up spills
- Adjustable cooktop lighting with nightlight option allows you to check the progress of your cooking

Stainless Steel Tub Dishwasher with Total Coverage Spray Arm (Model WDT750SAHZ)



Water & Power

- Sensor cycle automatically selects the right wash and dry settings for your load by using two separate sensors to measure temperature, soil level and load size once during the prewash and once during the wash cycle
- TotalCoverage spray arm cleans with twice the jets for more coverage - a smarter sequence of spray patterns from multiple nozzles hits dishes throughout the cycle
- 1-Hour Wash cycle - clean dishes in half the time so your plates, pans and glasses are thoroughly cleaned up and taken care of in just an hour
- Plastic cup shelf allows you to stack two levels of coffee mugs or secure delicate glassware during the wash cycle when used as a stemware holder
- Soil sensor determines how dirty dishes are and adjusts the Normal cycle as needed to make sure dishes come out clean
- Sani Rinse option sanitizes dishes by eliminating 99.99% of food and bacteria
- Stainless steel tub promotes drying by retaining heat from wash and rinse cycles - plus, it cools faster than the dishes so moisture can condense on the interior walls and not the dishes
- Fingerprint Resistant - hide fingerprints and smudges with steel that easily wipes clean
- Designed, engineered and assembled in the USA with American Pride

30-inch Wide French Door Refrigerator with Exterior Water Dispenser - 19.7 cu. ft. (Model WRF560SEYM)



- French door styling with a smaller footprint - now you can enjoy the modern style and popularity of a French door refrigerator in smaller spaces
- Exterior filtered water dispenser means you can stop spending money on bottled water
- Store long items with the humidity control crispers - the unique size helps store items like fresh carrots and celery
- Spillsaver™ glass shelves helps you contain leaks and spills for easier cleanup
- Condiment caddy - transfer condiments or other items easily from the refrigerator to the table or grill
- Ramp-up white LED lights illuminates your refrigerator and reduces shadows
- FreshFlow™ air filter is 15 times more effective than baking soda at reducing common food odors by actively circulating air through our carbon based filter
- FreshFlow™ produce preserver - located in the crisper drawer, it helps keep produce fresh longer
- Tuck shelf - adjustable shelf temporarily creates more space for tall items

6.7 Cu. Ft. Electric Double Oven Range with True Convection (Model WGE745C0FS)



- Frozen Bake™ Technology - skip preheating for favorites like pizza, lasagna, chicken nuggets, fries or pies so you can cook frozen foods faster
- True Convection cooking helps you cook foods faster by using a third element plus a fan to distribute hot air evenly over, under and around food
- FlexHeat Triple Radiant Element is like having three elements in one - a 6-in inner ring is great for smaller pots and pans, while 9-in and 12-in outer rings make room to heat larger cookware
- Convection conversion - your oven will do the math for you when you need to convert traditional recipes for convection cooking, automatically adjusting cooking times and temperatures
- SteamClean option saturates baked on messes with water and high heat so they wipe up quickly
- A built-in temperature sensor monitors oven temperature and adjusts the cooking elements to help food bake evenly
- Rapid Preheat (lower oven only) uses all the elements and a rear fan to heat the oven quickly
- Easy-wipe ceramic glass cooktop
- Hidden bake element - easily clean your oven without an exposed bake element in the way

Samsung 4.2-cu ft High-Efficiency Stackable Front-Load Washer (Merlot) ENERGY STAR (Model WF42H5200AF)



- Samsung front-load washer features a diamond drum interior that helps extend clothing life by treating fabrics gently
- 4.2-cu ft capacity offers tremendous tub space, allowing you to finish more laundry in less time
- Steam Wash cycle powerfully removes stains with no pre-treatment necessary
- 9 wash cycles, including sanitize and allergen cycles that eliminate up to 99% of bacteria and kill up to 95% of pet dander and dust mites
- ENERGY STAR® certified products help you save money on utility bills without sacrificing performance, style or comfort
- Vibration Reduction Technology balances heavy loads quietly, so you can wash clothes upstairs or while children sleep
- Self Clean+ technology keeps the washer tub fresh by removing dirt and bacteria without the use of harsh chemicals
- Smart Care allows you to quickly troubleshoot issues through a smartphone app, making problem-solving a cinch
- Merlot exterior adds a colorful, contemporary accent to any space

Samsung 7.5-cu ft Stackable Electric Dryer (Merlot) (Model DV42H5200EF)

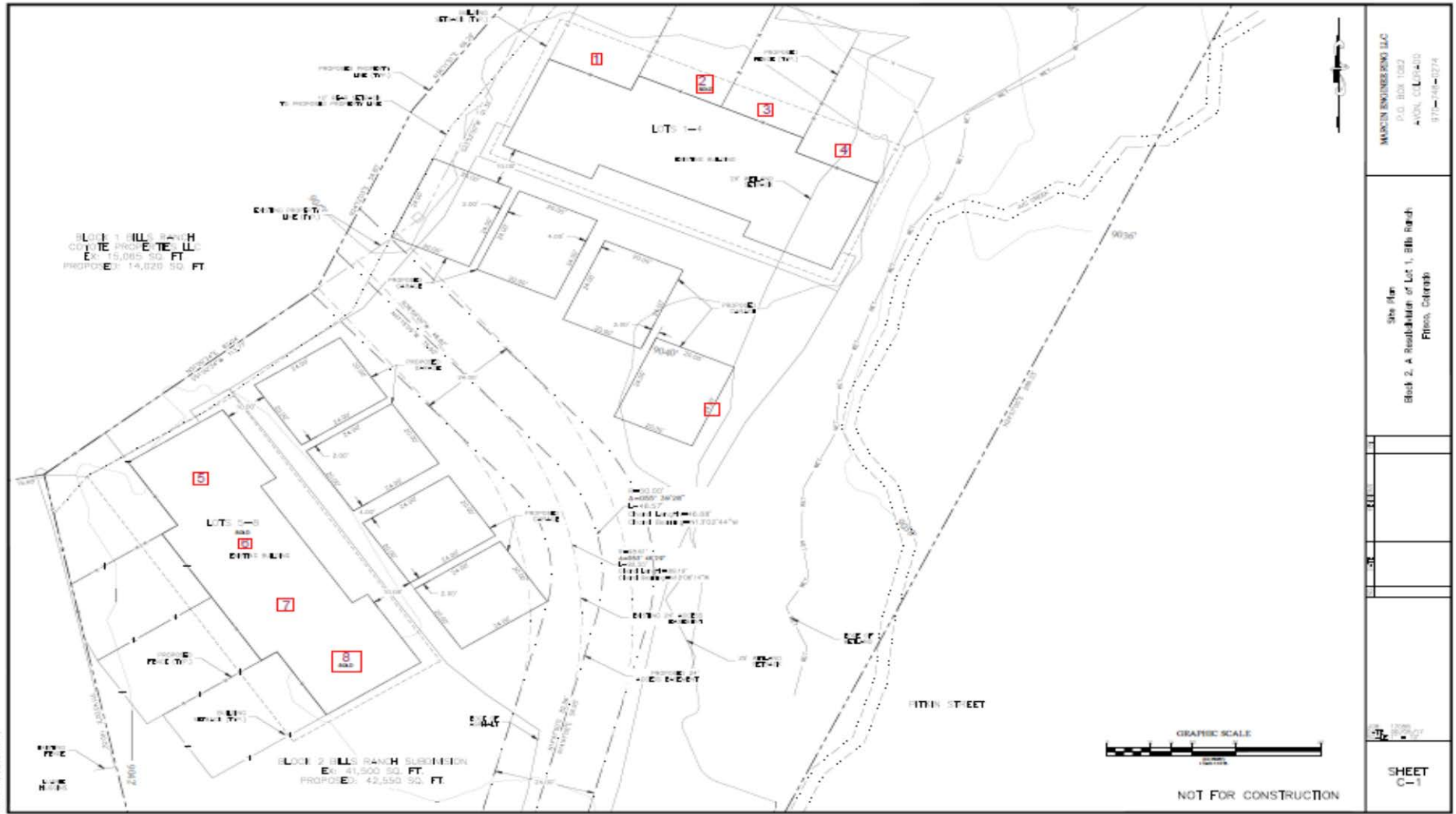


- 7.5-cu ft extra-large capacity fits large loads of laundry, including king-size comforters, so you can do laundry less often
- 4 temperature options and 11 cycle selections, including a sanitization and quick dry cycle
- Intuitive controls and LED display help you select the perfect drying temperature and cycle, while time remaining and cycle status indicators keep you informed
- Sensor Dry technology monitors moisture levels during a cycle and adjusts drying times accordingly for dry clothing, every time
- Steam technology refreshes clothing while removing odors and wrinkles
- Merlot exterior is stylish and unique
- Lint filter indicator light lets you know exactly when it's time to clean the dryer's lint filter
- Child lock function prevents children from tampering with the dryer, giving you peace of mind
- My Cycle option allows you to create a customized cycle and activate it with the touch of a button

EXHIBIT B
Garage elevation



EXHIBIT C Site w/Garages



MARTIN ENGINEERING LLC P.O. BOX 1082 WYOMING, WY 82001-0102 307-734-0274
Site Plan Block 2: A Resubdivision of Lot 1, Bills Ranch Project, Colorado
SHEET C-1



TOWN COUNCIL STAFF REPORT

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: ORDINANCE 18-03, AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING ZONING, BY AMENDING ARTICLE 2 THEREOF, AT TABLE 2-1, CONCERNING A SUMMARY OF DEVELOPMENT REVIEW PROCEDURES, AND AT TABLE 2-3, CONCERNING ADMINISTRATIVE ADJUSTMENTS ON THE NUMBER OF REQUIRED PARKING SPACES, AND BY AMENDING SUBSECTIONS 180-2.3.4.F, CONCERNING THE SIMULTANEOUS PROCESSING OF CERTAIN ZONING AND DEVELOPMENT APPLICATIONS, 180-2.5.2.D.3, CONCERNING THE TIMING OF MAJOR SITE PLAN APPLICATIONS AFTER SKETCH PLAN REVIEW, AND 180-4.2.4 .A.1 CONCERNING CRITERION FOR DESIGNATION UNDER THE HISTORIC OVERLAY DISTRICT, AND BY AMENDING ARTICLE 6 OF CHAPTER 180, AT TABLE 6-K, CONCERNING BULK PLANE STANDARDS.

DATE: MARCH 13, 2018

Applicant: Town of Frisco Community Development Department

Summary: This is the second reading of Ordinance 18-03, which amends specific elements of the Unified Development Code (UDC). The UDC was adopted through Ordinance 17-04 in June of 2017. The purpose of the UDC was to update, consolidate, and reformat the former subdivision and zoning regulations. It was acknowledged at that time that additional corrections and policy amendments to these regulations would be forthcoming in the future. Staff is proposing the following amendments to the UDC at this time:

- Clarifying that pre-application conferences are required for rezonings and variances
- Clarifying the procedures for the simultaneous processing of a Historic Overlay (HO) District rezoning application and site plan review applications
- Amending the expiration of sketch plan reviews
- Repealing allowances for administrative adjustments to the amount of required parking
- Clarifying the review criteria of the Historic Overlay (HO) District
- Repealing the side property line bulk plane requirement for properties on Main Street
- Amending the side bulk plane starting point to correspond to the side setback standards in the Mixed Use Zoning District
- Repealing a bulk plane height limit provision related to a previously repealed building height limit incentive

Background: On February 1, 2018, the Planning Commission forwarded a recommendation of approval to the Town Council for these proposed code text amendments.

On February 27, 2018, the Town Council approved the first reading of Ordinance 18-03 by a vote of 6-0. There have been no changes to this ordinance since the first reading.

Analysis: Pursuant to Sub-section §180-2.4.3.D, an amendment to the text of the Unified Development Code is a legislative decision by the Town Council. Prior to recommending approval or approving a proposed amendment, the Planning Commission and Council shall consider whether and to what extent the proposed amendment:

1. Is consistent with the Master Plan and other Town policies;
2. Conflicts with other provisions of this Chapter or other provisions in the Frisco Town Code;
3. Is necessary to address a demonstrated community need;
4. Is necessary to respond to substantial changes in conditions and/or policy; and
5. Is consistent with the general purpose and intent of this Chapter.

REVIEW PROCEDURES, REZONING AND VARIANCE PRE-APPLICATION CONFERENCES

Sub-sections §180-2.4.1.D and §180-2.7.3.C discuss pre-application conferences for rezoning and variance applications; however, Table 2-1 in Section 2.2, Summary of Procedures, lists a pre-application conference as optional rather than mandatory for these types of applications. A proposed rezoning and a proposed variance are both complicated applications and Staff believes a pre-application conference would be beneficial for applicants. For clarification and consistency within the code, Staff recommends the following amendment:

TABLE 2-1: SUMMARY OF FRISCO REVIEW PROCEDURES					
R = RECOMMENDATION D = DECISION A = APPEAL DECIDER <> = PUBLIC HEARING O = OPTIONAL M = MANDATORY					
Procedure	Pre-Application Conference	Staff Review	Planning Commission	Town Council	NOTICE REQUIRED M = Mailed N = published (newspaper) P = Posted
Amendments					
Rezoning	OM	R	<R>	<D>	M, N, P
Planned Unit Development	M	R	<R>	<D>	M, N, P
Code Text Amendment	O	R	<R>	<D>	N
Development Permits and Approvals					
Conditional Use Application	M	R	<D>	<A>	M, N, P
Site Plan Review, Administrative	O	D	<A>	<A>	
Site Plan Review, Minor	M	D	<A>	<A>	
Site Plan Review, Major	M	R	<D>	<A>	M, N, P
Major Modification to Approved Site Plan	O	R	<D>	<A>	
Minor Modification to Approved Site Plan	O	D	<A>	<A>	
Modification to Nonconformity	O	D less than 350 square feet	<D> greater than 350 square feet	<A>	
Subdivision Approvals					
Annexation	M	R	<R>	<D>	M, N, P
Preliminary Plat	M	R	<D>	<A>	M, N, P
Final Plat	M	D	<A>	<A>	M, P
Minor Subdivision or Resubdivision	M	D	O	O	M, P
Subdivision Waiver or Modification	M	R	<D>	<A>	
Flexibility and Relief Procedures					
Administrative Adjustment	Reviewed and decided by the body assigned the associated development application.				
Variance from Zoning Regulations	OM	R	<D>	<A>	M, N, P
PUD Minor Amendment	M	D	<A>	<A>	

SIMULTANEOUS PROCESSING OF DEVELOPMENT APPLICATIONS, HO REZONING

Because of the development incentives allowed through the HO, it may be more efficient and effective to review an HO rezoning application concurrently with the associated site plan review application than reviewing those applications separately. The intent of the HO regulations is to accommodate such an approach. For clarification and to eliminate conflicting language in the code, Staff recommends the following amendments to subsection §180-2.3.4.F, Simultaneous Processing of Development Applications:

F. Simultaneous Processing of Development Applications

Where possible without creating an undue administrative burden on the Town's decision-making bodies and staff, this Chapter intends to accommodate the simultaneous processing of applications for different permits and approvals that may be required for the same development project in order to expedite the overall review process. Review and decision-making bodies considering applications submitted simultaneously shall render separate reports, recommendations, and decisions on each application based on the specific standards applicable to each approval.

1. An example of a concurrent filing and processing of applications include, but are not limited to, a site plan, subdivision plan, and conditional use.

2. Generally, no rezoning application shall be accepted or processed while an application for any of the permits or approvals listed in this Chapter is pending for the same property, and vice versa. An exception to this rule is that a rezoning to ~~a~~an HO and/or PUD overlay may be considered concurrently with a site plan and/or subdivision plan.

3. Some forms of approval depend on the applicant having previously received another form of approval, or require the applicant to take particular action within some time period following the approval in order to avoid having the approval lapse. Therefore, even though this Chapter intends to accommodate simultaneous processing, applicants should note that each of the permits and approvals set forth in this Chapter has its own timing and review sequence.

MAJOR SITE PLAN REVIEW PROCEDURES, SKETCH PLAN EXPIRATION

The Major Site Plan Review procedures include an expiration of a sketch plan review when the complete major site plan application is not submitted within three (3) months of the Planning Commission's review of the sketch plan. This provision is intended to ensure that complete major site plans are submitted in a timely manner after the sketch plan review to avoid long gaps in time between Planning Commission meetings on a specific subject. The expiration provisions are also intended to encourage sketch plan application by serious developers and to discourage speculative sketch plan applications that are submitted solely to "grandfather" a proposal under the current regulations while code amendments or zoning changes are being considered. The Community Development Department has received feedback from some applicants that a three (3) month expiration timeframe is too restrictive, so Staff is recommending the following amendment to provide additional flexibility while maintaining the original intent of the regulation:

2.5.2.D.3, Sketch Plan

c. *The sketch plan presentation shall become null and void if a complete major site plan application is not submitted to the Community Development Department within ~~90~~180 days after the date of the Planning Commission's review of the sketch plan.*

ADMINISTRATIVE ADJUSTMENTS, NUMBER OF REQUIRED PARKING SPACES

The Flexibility and Relief Procedures of the UDC include a new Administrative Adjustment process. As stated in the UDC:

The administrative adjustment procedure is intended to allow minor modifications or deviations from the dimensional or numeric standards of this Chapter with approval by the Director. Administrative adjustments are intended to provide greater flexibility when necessary, without requiring a formal zoning amendment or variance. The administrative adjustment procedure is not a waiver of Chapter standards and shall not be used to circumvent the variance procedure.

The allowable administrative adjustments are identified in Table 2-3 of the UDC; however, these procedures do not apply to modification or deviations that result in:

- a. *An increase in the overall project density;*
- b. *A change in permitted uses or mix of uses;*
- c. *A deviation from the use-specific standards in Article 5;*
- d. *A change to a development standard already modified through a separate administrative adjustment or variance;*
- e. *Building materials or aesthetic elements; or*
- f. *Requirements for public roadways, utilities, or other public infrastructure or facilities.*

Town Staff may only handle administrative adjustments that are associated with an administratively reviewed site plan or plat, but not those applications that proceed to the Planning Commission or Town Council. All administrative adjustments must meet the following criteria:

1. *Is consistent with the purpose statement set forth in this Chapter for the applicable zoning district(s);*
2. *Meets all other applicable building and safety codes; and*
3. *The requested modification is necessary to either: (a) compensate for some practical difficulty or some unusual aspect of the site of the proposed development not shared by landowners in general; or (b) accommodate an alternative or innovative design practice that achieves to the same or better degree the objective of the existing design standard to be modified. In determining if "practical difficulty" exists, consideration shall be given to any unique circumstances of the property.*

Recent discussions by the Town Council and the Planning Commission regarding parking acknowledge that at this time there is concern about the demand on current parking. Staff anticipates taking on a major parking study and feels it is prudent to remove this administrative adjustment option until such time as the parking study has been completed and evaluated.

The new administrative adjustment provisions of the UDC created an opportunity for developers to request a reduction in the amount of required parking. To date, no development project has obtained a reduction in required parking through this new code provision. Staff recommends Table 2-3 be amended as follows and repeal Administrative Adjustments for parking amounts: §180-2.7.2, Administrative Adjustments

TABLE 2-3: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS	
Chapter Standard	Allowable Administrative Adjustment (maximum percentage)
SITE STANDARDS	
Lot area, minimum	10
Lot coverage, maximum	10
LOT DIMENSIONAL STANDARDS	
Front yard setback, minimum	10
Side yard setback, minimum	10
Rear yard setback, minimum	10
Encroachment into setback, maximum	10
BUILDING STANDARDS	
Building height, maximum	10
DEVELOPMENT STANDARDS	
Number of required parking spaces, maximum or minimum	30
Lighting height, maximum	10
Sign height, maximum	10
Fence or wall height, maximum	10 (1 foot maximum)
Minimum landscaping requirements	10
Maximum length of geometric plane	10

HISTORIC OVERLAY (HO) DISTRICT, CRITERIA

The current language describing the proceedings for nominating and designating buildings, properties, and historic districts for historic preservation are confusing. Staff recommends the following clarifications to the HO procedures:

4.2.3. DESIGNATION OF HISTORIC OVERLAY DISTRICT

Pursuant to the procedures and criteria of this section, the Town Council may, by ordinance:

A. Designate properties that have special historical value as being within the Historic Overlay District. The designation must be accomplished through the amendment procedures as described in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required. Each ordinance shall designate a historic overlay, shall include a description of the characteristics of the historic site that justify its designation, and shall include a legal description of the location and boundaries of the historic site. Any designation shall be in compliance with the purposes and criteria of this section. The property included in any designation shall be subject to the controls and standards of this section.

B. The criteria for designating properties within the Historic Overlay District are as follows:

- 1. That the structure(s) is at least 50 years old; and*
- 2. That the structure(s) or lot(s) has unique historical significance; and*
- 3. That remodeling has not covered the original significant features of the structure(s), or that the structure(s) has been or is in the process of being rehabilitated to its original configuration and design.*

4.2.4. PROCEDURES FOR NOMINATING AND DESIGNATING BUILDINGS, PROPERTIES, AND HISTORIC DISTRICTS FOR HISTORIC PRESERVATION

An application for designation may be made by the owner or by 100 percent of owners for a historic district, or the Town, at the owner's or owners' request(s). The Community

Development Department shall review the proposal to ensure that the proposed designation conforms with Town policies and plans.

A. Proceedings by the Planning Commission

The Commission shall review the designation through the amendment procedures as listed in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required, and through the public notice procedures listed in Section 2.3.5.

~~1. Criterion for Designation~~

The Commission shall review the application for conformance with the ~~following criterion~~criteria in Section 4.2.3.B for designation, and shall recommend either approval, approval with conditions, or denial, and shall refer the proposal with a recommendation to the Town Council:

~~a. The application conforms to the purposes of the Town Code and the Master Plan.~~

B. Proceedings by the Town Council

Such designation must be accomplished by Town Council through amendment procedures as listed in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required, and through the public notice procedures listed in Section 2.3.5. The Council shall approve, approve with conditions, or deny the proposal for designation. Once a historic property or historic district has been designated by the Town Council as provided above, the Community Development Department shall reflect the designation on the Frisco Zoning Map. After approval, any structural alterations to the designated property(s) shall follow the procedure described in Section 4.2.6.

BULK PLANE STANDARDS, CENTRAL CORE DISTRICT AND MIXED USE DISTRICT

Side Bulk Planes in the Central Core Zoning District

In 2017, the Town of Frisco adopted the UDC. In part, the UDC repealed the former zoning overlay districts which were geographically based and consolidated the design standards of those various overlay districts into residential development standards and non-residential standards. The bulk plane standards from those various overlay districts were consolidated and reformatted into a separate subsection of the code and summarized in a table format (Table 6-K). The intent of Table 6-K was to consolidate the existing bulk plane standards into a more readable format.

In the previous zoning ordinance, the Central Core Zoning District was divided into two geographic overlay districts. Properties located between Main Street and the alleys were regulated by the Main Street Overlay District. Properties located between Granite Street and the Granite Street Alley and properties located between Galena Street and the Galena Street Alley were regulated by the Granite Street and Galena Street Overlay District.

Table 6-K accurately reflects the bulk plane standards previously found in the Granite Street and Galena Street Overlay District. However, Table 6-K does not accurately reflect that a side bulk plane was not required for properties located in the former Main Street Overlay District. This was an oversight in the drafting of Table 6-K and was not intended as a deliberate policy change. To correct this situation, Staff recommends adding a note in Table 6-K of the UDC that clarifies that the side bulk plane in the Central Core Zoning District does not apply to properties located on Main Street.

This issue was briefly discussed at the Planning Commission's January 4, 2018 meeting during the Sketch Plan review of the proposed renovations to the Rainbow Court Building. Staff has initiated this proposed amendment at this time to prevent the unintended impacts of the standards currently outlined in Table 6-K from affecting the final site plan review of that project. To date, no other development application has been impacted by this matter; however, Staff has had pre-application discussions with other developers and property owners concerning other development projects on Main Street that are anticipated in the near future.

Side Bulk Planes in the Mixed Use Zoning District

As noted above, the bulk plane standards from the various overlay districts were consolidated and reformatted into a separate subsection of the code and summarized in a table format (Table 6-K). The intent of Table 6-K was to consolidate the existing bulk plane standards into a more readable format. In the previous zoning ordinance there was an inconsistency between the front setback requirement and the front bulk plane starting point in the Mixed Use District. This inconsistency was corrected by Table 6-K; however, a new discrepancy appears to have been created between the side setback requirement for residential properties in the Mixed Use District and the bulk plane starting point of fifteen (15) from the side property line identified in Table 6-K. Staff proposes correcting Table 6-K to require that the side bulk plane start point begin at ten (10) feet from the side property line to be consistent with the required side setback.

Bulk Plane Height Limits

This proposed amendment to bulk plane height limits is intended to address what Staff has identified as a previous oversight in the zoning regulations. In 1995, the Town of Frisco adopted Ordinance 95-7. This ordinance established the following provision to subsection 180-23.C of the parking regulations:

4. To encourage parking under a structure, the height requirement within a District may be increased for a particular structure or portion thereof by 15% for commercial structures and 25% for multi-family residential structures that contain a bottom level that is used primarily (at least 80% of GFA) for parking. In the Central Core no parking under a structure shall be accessible or visible from Main Street. Technical specifications for underground or parking structures may be found in the Town of Frisco Street Design Criteria.

In 1997, the Town of Frisco adopted Ordinance 97-24 which amended the Main Street Overlay District. In part, the amendments to this overlay district included the following adjustment to the bulk plane heights to accommodate projects utilizing the increased building height incentive adopted in 1995:

The maximum height limit of the bulk plane may be increased, if provision 180-23.C.(4) is utilized.

In 2004, the Town of Frisco adopted Ordinance 04-01. In part, this ordinance established parking requirements specifically for the Central Core District. The ordinance adopted these new provisions as §180-23.C.2. This ordinance had the effect of renumbering the subsequent provisions of this chapter, so the existing multi-use shared parking provisions became §180-23.C.4 and the building height incentive associated with understructure parking became §180-23.C.5. The Main Street Overlay provision for increased bulk plane heights referencing 180-23.C.4 was not updated to reflect this renumber of the parking regulations and the overlay inadvertently began referencing the multi-use shared parking provisions. Staff believes this was an oversight at that time and not intended as a deliberate policy change.

In 2006, the Town of Frisco adopted Ordinance 06-19. This ordinance repealed the allowance for additional building height for projects with understructure parking. The Main Street Overlay District provision allowing an increased bulk plane height for projects utilizing this building height incentive was not repealed at the same time. Staff believes this was an oversight at that time and not intended as a deliberate action. To correct this situation, Staff recommends repealing the note in Table 6-K of the UDC that states: “The maximum height limit of the bulk plane may be increased by 10 feet, if provision 6.13.3.F is utilized”, which erroneously references the Multi-Use Shared Parking provisions. To Staff’s knowledge, this bulk plane height provision has not been applied to any development projects since the repeal of the building height incentive in 2006. Staff recommends the following amendments to the bulk plane standards:

§180-6.23.2, Bulk Plane Envelope

**TABLE 6-K
BULK PLANE STANDARDS**

DIMENSION ON FIGURE 1-1	Applicability (District or Development Type)	Central Core District		Residential Districts			Residential Development in MU District		Other Locations		
		Height ≤ 28' [1]	Height > 28' [1]	RS/RL	RM/RH, Height ≤ 28'	RM/RH, Height > 28'	Height ≤ 38'	Height > 38'	Summit Boulevard [12]	Marina [23]	West End of Main Street [34]
STREET / FRONT PROPERTY LINE											
A	Feet inside property line	0 ft.		20 ft.					10 ft.	25 ft.	5 ft.
B	Starting height above grade	24 ft.	20 ft.					24 ft.			
C	Extend at angle	45°					22.5°				
SIDE PROPERTY LINE											
A	Feet inside property line	0 ft.		15 ft.	10 ft.		15-10 ft.		--	25 ft.	5 ft.
B	Starting height above grade	24 ft.	20 ft.	25 ft.		20 ft.	25 ft.	20 ft.	--	24 ft.	
C	Extend at angle	45°							--	22.5°	
REAR PROPERTY LINE											
A	Feet inside property line	--		10 ft.					--	10 ft.	
B	Starting height above grade	--		25 ft.					24 ft.	--	24 ft.
C	Extend at angle	--		45°					45°	--	45°
MAXIMUM HEIGHT											
D	Maximum height	28 ft.	35 ft. flat 40 ft. pitched	30 ft.	28 ft.	35 ft.	38 ft.	45 ft.	Underlying District Maximum	Underlying District Maximum [4]	Underlying District Maximum [4]
<p>[1] Side Property Line Bulk Plane does not apply to properties located between Main Street and the Granite Street Alley and properties located between Main Street and the Galena Street Alley.</p> <p>[12] Applies to Mixed Use District properties fronting on Summit Boulevard.</p> <p>[23] Applies to properties within 100 feet of Main Street right-of-way, east of Summit Boulevard.</p> <p>[34] Applies to properties fronting on Main Street, west of Madison Avenue.</p> <p>[4] The maximum height limit of the bulk plane may be increased by 10 feet, if provision 6.13.3.F is utilized.</p>											

Staff and Planning Commission Recommendation: Should the Town Council choose to APPROVE the proposed code text amendments; the Community Development Department and Planning Commission recommend the following findings:

Based upon the review of the Staff Report dated March 13, 2018 and the evidence and testimony presented, the Town Council finds:

- 1. The proposed code text amendments are consistent with the Master Plan and other Town policies, because the proposed amendments correct errors and inconsistencies in the code and clarify the standards of the code that are used to implement the policies of the Master Plan.*
- 2. The proposed code text amendments do not conflict with other provisions of the Unified Development Code or other provisions in the Frisco Town Code. Instead the proposed amendments correct errors and inconsistencies in the code.*
- 3. The proposed code text amendments are necessary to address a demonstrated community need by correcting errors and inconsistencies in the code and clarifying administrative procedures necessary for the effective implementation of the code.*
- 4. The proposed code text amendments are necessary to respond to substantial changes in conditions and/or policy, because the proposed amendments include amendments that respond to evolving parking policies.*
- 5. The proposed code text amendments are consistent with the general purpose and intent of this Chapter, because the proposed text amendments protect the public health, safety, and general welfare and implement the policies of the Master Plan.*

On that basis, it is Staff's

RECOMMENDATION

That the Town Council

ADOPT the recommended findings set forth in the staff memorandum to Town Council dated March 13, 2018, and APPROVE Ordinance 18-03 upon second and final reading.

Attachments: Ordinance No. 18-03

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 18 - 03**

AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING ZONING, BY AMENDING ARTICLE 2 THEREOF, AT TABLE 2-1, CONCERNING A SUMMARY OF DEVELOPMENT REVIEW PROCEDURES, AND AT TABLE 2-3, CONCERNING ADMINISTRATIVE ADJUSTMENTS ON THE NUMBER OF REQUIRED PARKING SPACES, AND BY AMENDING SUBSECTIONS 180-2.3.4.F, CONCERNING THE SIMULTANEOUS PROCESSING OF CERTAIN ZONING AND DEVELOPMENT APPLICATIONS, 180-2.5.2.D.3.c, CONCERNING THE TIMING OF MAJOR SITE PLAN APPLICATIONS AFTER SKETCH PLAN REVIEW, AND 180-4.2.4.A.1, CONCERNING CRITERION FOR DESIGNATION UNDER THE HISTORIC OVERLAY DISTRICT, AND BY AMENDING ARTICLE 6 OF CHAPTER 180, AT TABLE 6-K, CONCERNING BULK PLANE STANDARDS.

WHEREAS, the Town of Frisco, Colorado (“Town”) is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, this ordinance is adopted pursuant to the Town’s home rule authority, and makes certain technical amendments to the previously adopted Unified Development Code for the Town of Frisco, which is codified as Chapter 180 of the Code of Ordinances of the Town of Frisco.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THAT:

Section 1. Chapter 180 of the Town Code, at Article 2, Table 2-1, concerning a summary of development review procedures, is hereby amended to read as follows:

TABLE 2-1: SUMMARY OF FRISCO REVIEW PROCEDURES					
R = RECOMMENDATION D = DECISION A = APPEAL DECIDER < > = PUBLIC HEARING O = OPTIONAL M = MANDATORY					
Procedure	Pre-Application Conference	Staff Review	Planning Commission	Town Council	NOTICE REQUIRED M = Mailed N = published (newspaper) P = Posted
Amendments					
Rezoning	O M	R	<R>	<D>	M, N, P
Planned Unit Development	M	R	<R>	<D>	M, N, P
Code Text Amendment	O	R	<R>	<D>	N
Development Permits and Approvals					
Conditional Use Application	M	R	<D>	<A>	M, N, P
Site Plan Review, Administrative	O	D	<A>	<A>	
Site Plan Review, Minor	M	D	<A>	<A>	
Site Plan Review, Major	M	R	<D>	<A>	M, N, P
Major Modification to Approved Site Plan	O	R	<D>	<A>	
Minor Modification to Approved	O	D	<A>	<A>	

TABLE 2-1: SUMMARY OF FRISCO REVIEW PROCEDURES

R = RECOMMENDATION D = DECISION A = APPEAL DECIDER < > = PUBLIC HEARING O = OPTIONAL M = MANDATORY

Procedure	Pre-Application Conference	Staff Review	Planning Commission	Town Council	NOTICE REQUIRED M = Mailed N = published (newspaper) P = Posted
Site Plan					
Modification to Nonconformity	O	D less than 350 square feet	<D> greater than 350 square feet	<A>	
Subdivision Approvals					
Annexation	M	R	<R>	<D>	M, N, P
Preliminary Plat	M	R	<D>	<A>	M, N, P
Final Plat	M	D	<A>	<A>	M, P
Minor Subdivision or Resubdivision	M	D	O	O	M, P
Subdivision Waiver or Modification	M	R	<D>	<A>	
Flexibility and Relief Procedures					
Administrative Adjustment	Reviewed and decided by the body assigned the associated development application.				
Variance from Zoning Regulations	O M	R	<D>	<A>	M, N, P
PUD Minor Amendment	M	D	<A>	<A>	

Section 2. Chapter 180 of the Town Code, at Article 2, Table 2-3, concerning administrative adjustments to certain development standards, is hereby amended to read as follows:

TABLE 2-3: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS

Chapter Standard	Allowable Administrative Adjustment (maximum percentage)
SITE STANDARDS	
Lot area, minimum	10
Lot coverage, maximum	10
LOT DIMENSIONAL STANDARDS	
Front yard setback, minimum	10
Side yard setback, minimum	10
Rear yard setback, minimum	10
Encroachment into setback, maximum	10
BUILDING STANDARDS	
Building height, maximum	10
DEVELOPMENT STANDARDS	
Number of required parking spaces, maximum or minimum	30
Lighting height, maximum	10
Sign height, maximum	10
Fence or wall height, maximum	10 (1 foot maximum)
Minimum landscaping requirements	10

Maximum length of geometric plane	10
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Section 3. Chapter 180 of the Town Code, at Subsection 180-2.3.4.F, concerning the simultaneous processing of certain development applications, is hereby amended to read as follows:

F. Simultaneous Processing of Development Applications

Where possible without creating an undue administrative burden on the Town's decision-making bodies and staff, this Chapter intends to accommodate the simultaneous processing of applications for different permits and approvals that may be required for the same development project in order to expedite the overall review process. Review and decision-making bodies considering applications submitted simultaneously shall render separate reports, recommendations, and decisions on each application based on the specific standards applicable to each approval.

- 1. An example of a concurrent filing and processing of applications include, but are not limited to, a site plan, subdivision plan, and conditional use.*
- 2. Generally, no rezoning application shall be accepted or processed while an application for any of the permits or approvals listed in this Chapter is pending for the same property, and vice versa. An exception to this rule is that a rezoning to ~~a~~an HO and/or PUD overlay may be considered concurrently with a site plan and/or subdivision plan.*
- 3. Some forms of approval depend on the applicant having previously received another form of approval, or require the applicant to take particular action within some time period following the approval in order to avoid having the approval lapse. Therefore, even though this Chapter intends to accommodate simultaneous processing, applicants should note that each of the permits and approvals set forth in this Chapter has its own timing and review sequence.*

Section 4. Chapter 180 of the Town Code, at Subsection 180-2.5.2.D.3.c, concerning sketch plans for a major site plan review, is hereby amended to read as follows:

c. The sketch plan presentation shall become null and void if a complete major site plan application is not submitted to the Community Development Department within ~~90~~180 days after the date of the Planning Commission's review of the sketch plan.

Section 5. Chapter 180 of the Town Code, at Subsection 180-4.2.4.A.1, concerning criterion for designation under the historic overlay district, is hereby amended to read as follows:

A. Proceedings by the Planning Commission
The Commission shall review the designation through the amendment procedures as listed in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required, and through the public notice procedures listed in Section 2.3.5.

~~*1. Criterion for Designation*~~

The Commission shall review the application for conformance with the ~~following criterion~~criteria in Section 4.2.3.B for designation, and shall recommend either approval, approval with conditions, or denial, and shall refer the proposal with a recommendation to the Town Council:

- ~~*a. The application conforms to the purposes of the Town Code and the Master Plan.*~~

Section 6. Chapter 180 of the Town Code, at Article 6, Table 6-K, concerning bulk plane standards, is hereby amended to read as follows:

TABLE 6-K BULK PLANE STANDARDS											
DIMENSION ON FIGURE 1	Applicability (District or Development Type)	Central Core District		Residential Districts			Residential Development in MU District		Other Locations		
		Height ≤ 28' [1]	Height > 28' [1]	RS/RL	RM/RH , Height ≤ 28'	RM/RH , Height > 28'	Height ≤ 38'	Height > 38'	Summit Boulevard [42]	Marina [23]	West End of Main Street [34]
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<p><u>[1] Side Property Line Bulk Plane does not apply to properties located between Main Street and the Granite Street Alley and properties located between Main Street and the Galena Street Alley.</u></p> <p><u>[42] Applies to Mixed Use District properties fronting on Summit Boulevard.</u></p> <p><u>[23] Applies to properties within 100 feet of Main Street right-of-way, east of Summit Boulevard.</u></p> <p><u>[34] Applies to properties fronting on Main Street, west of Madison Avenue.</u></p> <p><u>[4] The maximum height limit of the bulk plane may be increased by 10 feet, if provision 6.13.3.F is utilized.</u></p>											

Section 7. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 27TH DAY OF FEBRUARY 2018.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 13TH DAY OF MARCH, 2018.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC,
Town Clerk