

***THE MAY 22, 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 AND PLANNING COMMISSION
OF THE TOWN OF FRISCO
MAY 22, 2018
4:00PM**

Agenda Item #1: Update on the SNSC Proposed Use of the Excelsior Building

Agenda Item #2: Ten Mile Wilderness Recreation Area Presentation

Agenda Item #3: Joint Work Session with the Planning Commission Concerning
Outdoor Commercial Establishments

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
MAY 22, 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, Daniel Fallon, Rick Ihnken, Hunter Mortensen, Deborah Shaner, and Melissa Sherburne

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 May 8, 2018 Meeting

Purchasing Cards

Warrant List

Resolution 18-10, Authorizing Public Works Expansion Project Contract

Council Board Appointments

Coyote Village Restrictive Covenants

Frisco Rowing Club Concessionaire Agreement

New Business:

Agenda Item #1: New Retail 3.2% On/Off Premise Beer License – Shelbee’s Gas dba Frisco Conoco STAFF: DEBORAH WOHLMUTH 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

Agenda Item #2: First Reading Ordinance 18-04, an Ordinance Amending Chapter 142 of the Code of Ordinances of the Town of Frisco, Concerning the Vacation of Public Property, to Adopt New Regulations Concerning the Zoning of Vacated Roadways 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

Adjourn:



TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TM/RECREATION & CULTURE DIRECTOR
CC: RANDY READY, TOWN MANAGER
RE: SUMMIT NORDIC SKI CLUB – PROPOSED USE FOR EXCELSIOR MINE OFFICE
DATE: MAY 22, 2018

Summary Statement: Summit Nordic Ski Club (SNSC) presented to Council on April 10, 2018, a proposal to utilize the Excelsior Mine Office as a clubhouse for the SNSC. Their proposal included moving the Excelsior Mine Office from its current, temporary storage location at the Peninsula Recreation Area (PRA) to a more centralized location near the multi-purpose field on the PRA. SNSC would utilize this space as a clubhouse for their athletes, administrative staff, and coaches. The building would also include storage and two new public restrooms. As proposed, Town of Frisco would retain ownership of the building with a lease agreement with SNSC.

Council reviewed the SNSC proposal at the April 10th meeting and expressed interest in learning more about the specifics of this proposal. Council requested SNSC return to Council at a later date with a more specific, detailed proposal for the Council to evaluate.

SNSC has prepared a budget for this proposed project and this budget is included in your Council packet. Total project cost is estimated to be \$233,351 and includes site work and building costs. SNSC's ask of Council is approximately \$220,000. Per SNSC, this number could be further reduced if the Town is willing to be the general contractor for the project.

Background: The Town of Frisco and SNSC have an excellent working relationship and this relationship has continued to grow and evolve over the last two seasons with the Town managing the Frisco Nordic Center.

The Town has undertaken significant master planning efforts of the PRA over the last few years including a community survey, public meetings, Council review, planning evaluation and financial model analysis, and a multi-use planning charrette completed in May 2017. As a result of these planning efforts, many amenities have been budgeted for in 2018 and in future years through the capital project budgeting process. In 2018, a skatepark, restroom addition, bouldering area, and walkways, hardscape, landscaped/softscape, and storm water areas will be added and/or addressed. Future capital projects at the PRA currently budgeted for in future years include reception/offices/storage/caretaker units, a pavilion, and a Nordic Center expansion.

The proposal to utilize the Excelsior Mine Office as a clubhouse for the SNSC has not been budgeted for at this time. SNSC knows that this is an out of budget request. The clubhouse has also not been accounted for in the master planning efforts although these master planning efforts are intended to be fluid.

Critical Questions: Staff has reviewed the proposal and presentation prepared by SNSC. The following are questions that arose out of that review:

- **Budget.** Since the request is an amount in excess of dollars the Town could divert from other projects, the Town would be exceeding its appropriations for the year, which are legal spending limits, fixed in the budget and cannot be exceeded. Council would have to approve a supplement amendment to the budget to move this project forward in 2018.

There are two policy questions in the 2018 budget that may account for some, but not all of the ask for this project:

- Policy Question #11: *Does Council support a placeholder for funding to provide consulting services for historic preservation projects in conjunction with development projects?* \$25,000. Council supported this request on a case by case basis. Staff anticipates utilizing a portion of this funding for other historic preservation consulting services.
 - Policy Question #14c: *Does Council support the following building projects and improvements for 2018?* Building Relocation Costs - \$100,000. Any requests for this funding will be brought to Council for discussion and direction. Total cost to move the Excelsior Mine Office from Galena Street to the PRA, including steel beam supports, was \$50,000, all paid for with private funds. Could the \$100,000 budgeted for building relocation costs be used for this project?
- **Location.** The move of the Excelsior Mine Office to the area near the multi-purpose field on the PRA is intended to give SNSC a home and model the success and importance of historic preservation. The building would be restored and placed in a prominent location that is visible and open to the general public with two additional public restroom facilities.

Council accepted the donation of the Excelsior Mine Office but did not have a permanent location determined at the time of the move of the building. As such, the building was moved to the PRA. Questions for Council include:

- Is the proposed location of the building at the PRA in the best interests of the Council and the community?
- Could the building be better utilized and/or better serve the public in a different location?
- Could future, budgeted amenities at the PRA (Nordic Center expansion and/or reception/offices/storage/caretaker units) take into consideration space for SNSC?

Staff supports SNSC in numerous capacities and appreciates the efforts their board, staff and parents have vested into this proposed project. Staff recommends Council review the details of the proposal with SNSC at the May 22nd Council meeting and engage SNSC in the questions and concerns posed above.

SNSC

4/25/2018 PRA

Excelsior Mine Building

1062 sq ft finished + 1098 sqft deck, Illustrative plans

"A projection of costs to relocate and place into use the historic Excelsior Mine building"

| SITE | | Units | | Unit cost | Budget | Description |
|------------------|-----------------|-------|--------|-----------|--------|---|
| | Sanitary PIF | 1 | LS | 1399.95 | 1400 | Frisco Sanitation Plant Investment Fee |
| | Excavation | 1 | LS | 2000 | 2000 | Excavate house for foundation ready, strip organics and haul off |
| | Water Line | 100 | LF | 90 | 9000 | Tap into main, curb stop & extend into house |
| | Sanitary Line | 100 | LF | 80 | 8000 | Tap into main, clean outs & extend into house |
| | X Cel | 1 | LS | 7500 | 7500 | Application & payment for gas & elect service |
| | Foundation | 16 | CY | 700 | 11200 | concrete footers & walls |
| | insulation | 15 | Sheets | 60 | 900 | dampproof & insulate foundation/coating |
| | coating | 1 | LS | 750 | 750 | above grade exposed blue board protection |
| | Deck Piers | 17 | EA | 675 | 11475 | pour and place deck piers |
| TOF | Import** | 78 | YD | 16 | 1248 | additional backfill to raise site area around deck 2'** |
| | Back Fill | 1 | LS | 2000 | 2000 | foundation backfill, grading to drain, clean up X Cel |
| | Port O Let | 4 | MO | 150 | 600 | Portable toilet 4 months |
| | Landfill | 5 | EA | 750 | 3750 | Dump fees: 5) 30 yard roll off container loads |
| TOF | revegetation | 3000 | sqft | 0.2 | 600 | Hydro seed disturbed areas for utility lines |
| | New Pull Out | 1800 | sqft | 10.5 | 18900 | 6" Concrete pull out at parking inc prep w base course |
| | Bollards | 6 | EA | 500 | 3000 | Bollards to match existing |
| TOF | Asphalt cut | 100 | LF | 5 | 500 | Cut asphalt to tie in new pull out area |
| | FSD PIF sewer | | EA | | | Sanitiation District Plant Investment Fee |
| | | | | | | **Import material provided by Town from existing PRA stockpile |
| TOTAL SITE COSTS | | | | | 82823 | |
| Building | Move and Set | 1 | LS | 3000 | 3000 | crane and truck to pick up and set house on foundation |
| | Demolition | 128 | HRS | 60 | 7680 | Labor to gut interior and place in dumpster 4people 4days |
| | Structural | 1 | LS | 2000 | 2000 | Labor & materials to enhance structural members per engineer |
| | Side Box Add | 112 | SQFT | 100 | 11200 | Carpentry Labor and Materials to add side box (restrooms/storage) |
| | Deck Add | 1098 | SQFT | 25 | 27450 | Labor & Materials to build deck |
| | Exterior Stairs | 1 | LS | 2000 | 2000 | Exterior stairs and landing pad |
| | View Platform | 1 | LS | 1500 | 1500 | Second floor observation porch |
| | Electrical | 1062 | SQFT | 9 | 9558 | Temp Elect, rewire building, fixtures & meter hook up |

| | | | | | | |
|----------------------|----------------|--------|----------|------|-----------|---|
| | Plumbing | 5 | fixtures | 1100 | 5500 | install bath rooms & HW heater & water meter (TOF) |
| | Mechanical | 4 | fixtures | 1000 | 4000 | venting restrooms, HW heater, stove |
| | Heating stove | 1 | EA | 1500 | 1500 | The heating stove |
| | Windows | 7 | EA | 300 | 2100 | 3050 SH vinyl white windows or Save Existing Windows |
| | Doors | 5 | EA | 750 | 3750 | Steel security doors |
| | Barn Door | 1 | EA | 500 | 500 | Barn Door to storage (conflict w X Cel Meter placements) |
| | Roof | 14 | SQ | 650 | 9100 | New Coorigated metal roof |
| | Exterior Paint | 1062 | SQFT | 2.75 | 2920.5 | Paint exterior |
| TF | Interior Paint | 1062 | SQFT | 3.25 | 3451.5 | Paint interior |
| | Insulation | 1062 | SQFT | 7 | 7434 | crawl space, exterior wall/ceilings, Drape, BIBS & Foam |
| | Drywall | 100 | Sheets | 72 | 7200 | drywall tape and texture |
| TF | Interior trim | 1062 | SQFT | 3.08 | 3270.96 | labor to base/case/set interior doors/hardware/cubbies |
| TF | Interior Mtrls | 1062 | SQFT | 2.5 | 2655 | materials: doors, trim & accessories |
| | Flooring | 112 | SQFT | 8 | 896 | New floor covering in side box |
| TF | Floor refinish | 950 | SQFT | 1.5 | 1425 | Sand and refinish existing flooring in original building |
| TOTAL BUILDING COSTS | | | | | 120090.96 | |
| Soft Costs | Architectural | 1063 | SQFT | 7 | 7441 | permit ready drawings, meetings, specifications |
| | Structural | 1063 | SQFT | 2 | 2126 | site analysis and recommendations, permit ready documents |
| | Contracting | 202914 | | 0.15 | 30437.09 | supervision, GL & WC, accounting (15113.55) |
| TOTAL SOFT COSTS | | | | | 40004.094 | |

TOTAL PROJECT COSTS 233351.1

| | |
|------------------------------------|---|
| Tenant Finish Totals | 10802.46 |
| TOF Inkind | 2348 Town of Frisco Water Fee no included |
| Soft Cost Donations | 24680.55 |
| TOTAL SNSC SOLICITED CONTRIBUTIONS | 37831.01 |

Continental Divide Recreation, Wilderness and Camp Hale Legacy Act



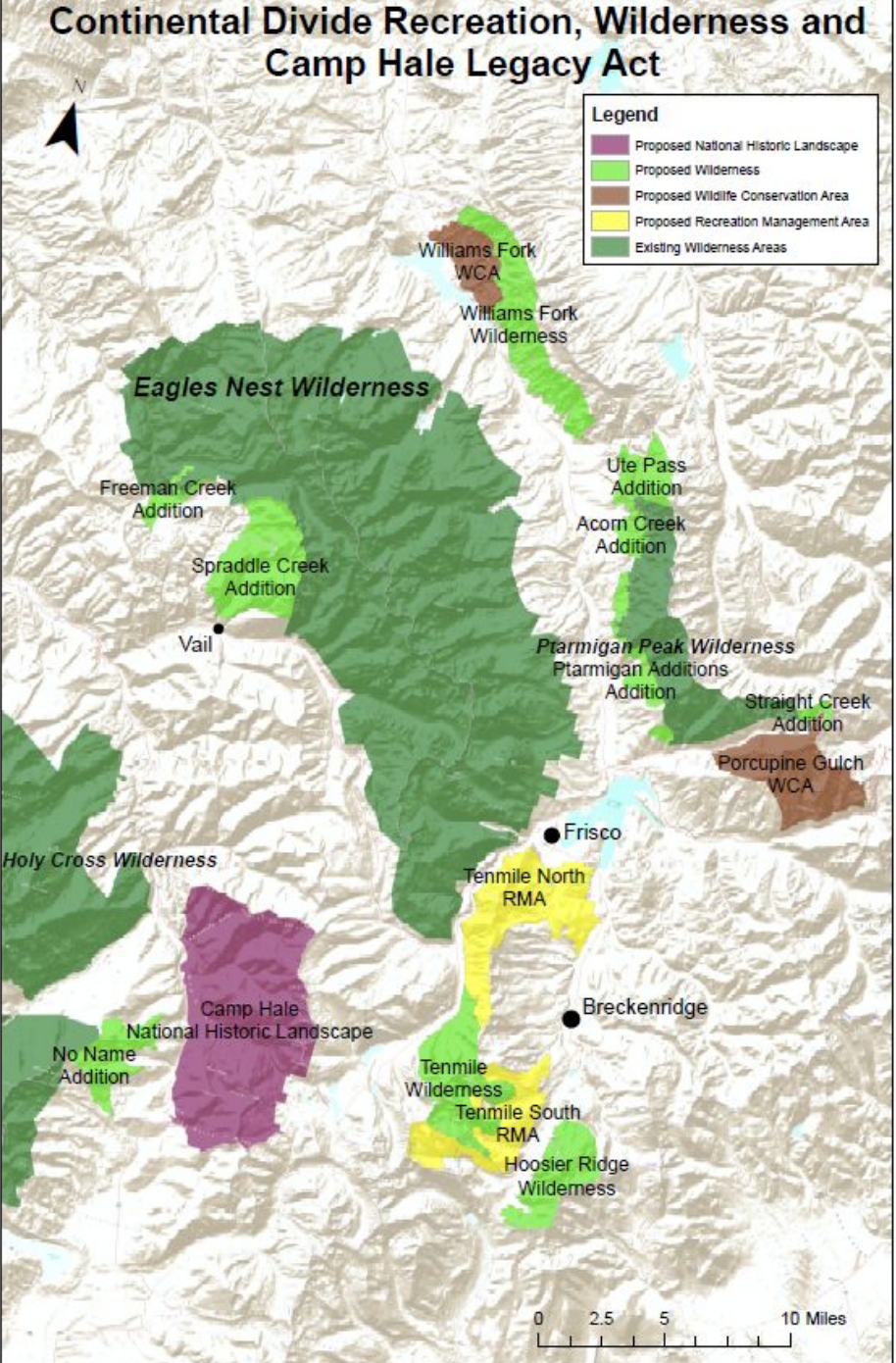
June 2018



The Continental Divide:

- Multi-faceted public lands legislation
 - Protects wilderness, outdoor recreation, wildlife and heritage
 - Introduced January 2018 during Outdoor Retailer
 - Senator Michael Bennet and Rep. Jared Polis sponsored companion legislation in Congress (HR 4883, S. 2337)
 - Protects 98,621 acres of the White River National Forest (all already federal public lands)
 - Product of inclusive stakeholder outreach
-

Continental Divide Recreation, Wilderness and Camp Hale Legacy Act



What does it do?

- 3 new wilderness areas
- Adds to 3 existing wilderness areas
- Creates first ever National Historic Landscape at Camp Hale
- Designates the Tenmile Recreation Management Area
- Creates 2 Wildlife Conservation Areas





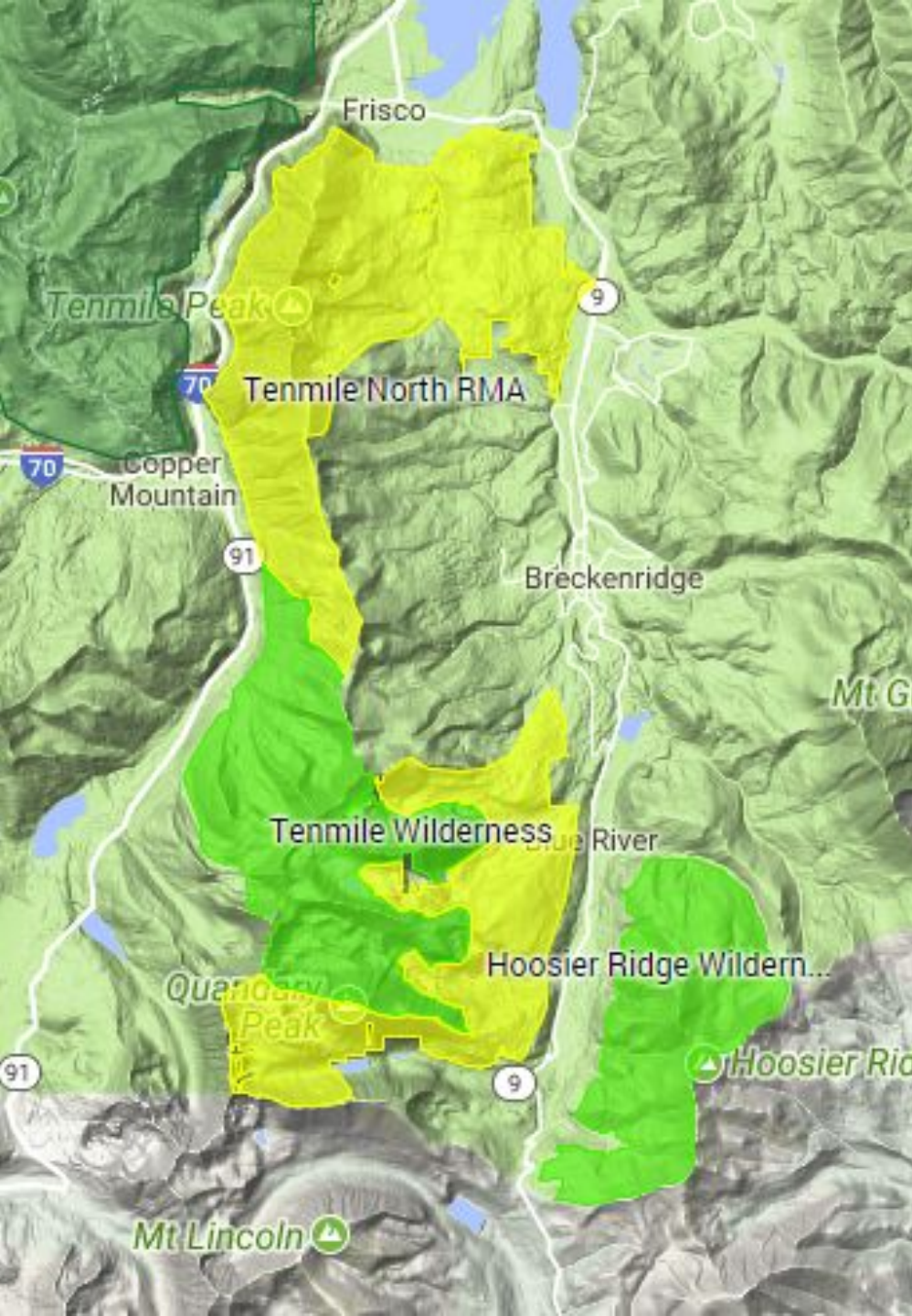
Broad support:

- Recreation groups
- Conservation groups
- Local governments
- Local and regional businesses
- Hunters & Anglers
- Ski Areas
- Utility providers and more



Camp Hale National Historic Landscape

- 28,728 acres
- Honors 10th Mtn Division history
- Purpose to maintain historic, multi-use character
- Supports ongoing restoration work



Tenmile Recreation Management Area

- 16,996 acres
- Rec-focused management, including mountain biking
- Prohibits mining, commercial timber and other incompatible uses
- Existing access roads remain open
- Creates spectrum of rec opportunity in Tenmile Range

Continental Divide Recreation, Wilderness and Camp Hale Legacy Act (S. 2337 and H.R. 4883)



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-John Fielder (Hoosier Ridge Proposed Wilderness)



Introduction

The backcountry near Colorado's Continental Divide features vibrant vistas and unique recreational experiences that drive the local economies of Summit and Eagle counties.

Senator Michael Bennet and Representative Jared Polis have introduced the **Continental Divide Recreation, Wilderness and Camp Hale Legacy Act** (S.2337/H.R. 4883) to protect the natural beauty, outdoor recreation, historic resources, critical

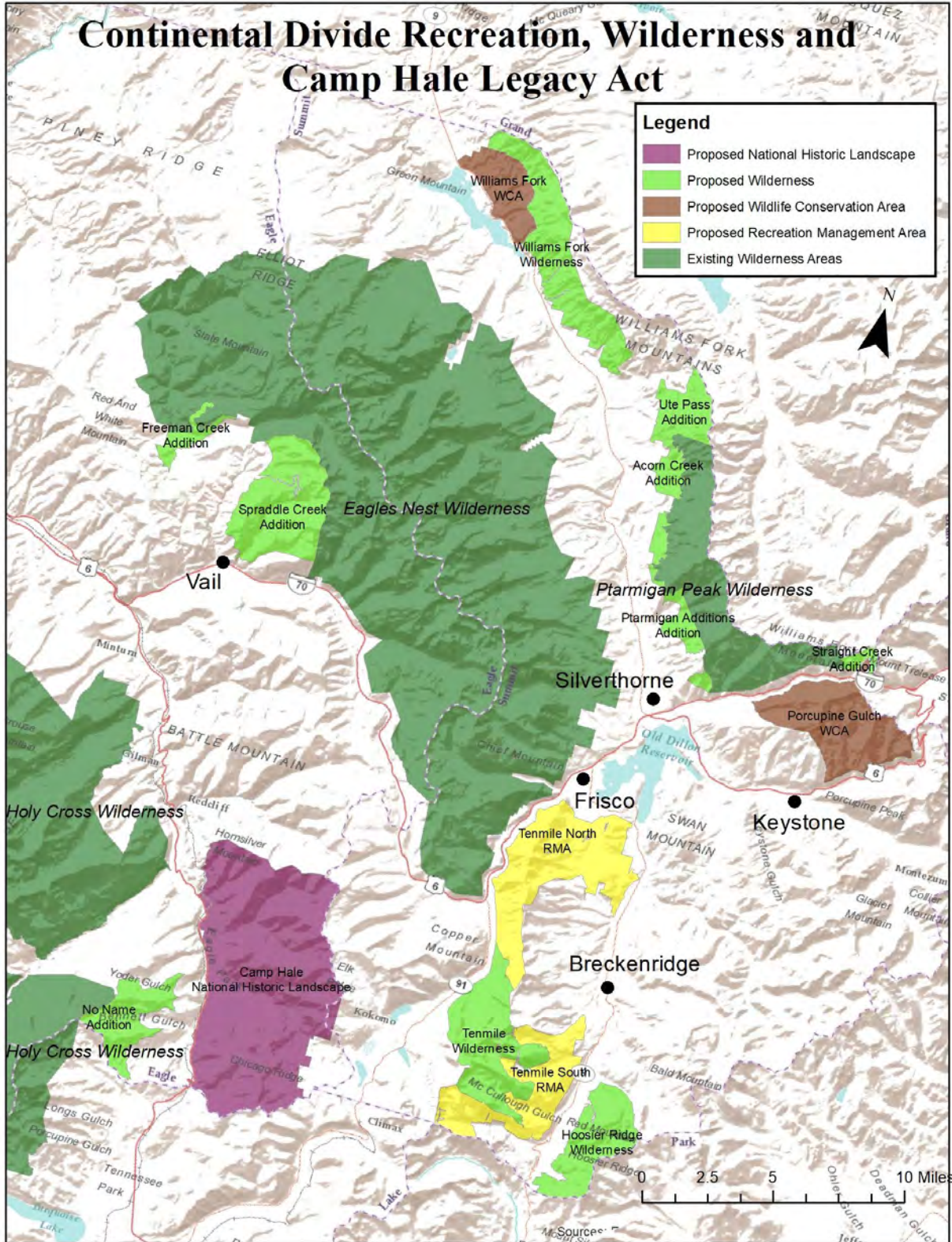


-John Fielder (Proposed Tenmile Wilderness)

watersheds and sensitive wildlife habitats of Summit and eastern Eagle counties. The Act would create 40,000 acres of new wilderness areas in the Williams Fork Mountains, Tenmile Range, and Hoosier Ridge and would expand the existing Holy Cross, Eagles Nest, and Ptarmigan Peak wilderness areas. The bill also would enhance outdoor recreation opportunities such as fishing, hunting, biking, and backcountry snow sports. For example, it would establish an 11,500-acre Recreation Management Area along the Tenmile Range to provide world-class mountain biking, hiking, and wildlife watching.

This plan was drafted through an open, collaborative process that not only maintains existing recreational uses, but also incorporates community values by accounting for future improvements.

Continental Divide Recreation, Wilderness and Camp Hale Legacy Act



Continental Divide Recreation, Wilderness and Camp Hale Legacy Act Support List

Businesses

5 Diamond Lodging – Dillon
A&A Pet Supply – Frisco
Abbey's Coffee - Frisco
Alpine Accents - Frisco
Alpine Mountain Recreation - Breckenridge
Anew You – Frisco
Art on A Whim – Breck/Vail
Art Supply Breck - Breckenridge
Augustina's Winery – Nederland
Awnings by Annie – Eagle
b's Modern Mtn. Apothecary – Breckenridge
Backcountry Herbal Apothecary – Breckenridge
Backpacker's Pantry – Boulder
Balanced Bookkeeping and Consulting - Boulder
Balloons Over Vail - Vail
Basecamp Wine and Spirits - Frisco
Bedell and Co. - Boulder
Bella Design and Planning - Breckenridge
Big City Blues Clothing – Breckenridge
Big Hollow Guitars – Frisco
Bikalope Tours - Denver
Black Diamond Deli - Breckenridge
Bloomingvails – Vail
Bonfire Collective – Golden
Booth Creek Management - Vail
Boulder Cycle Sport - Boulder
Boutique Bling - Breckenridge
Breakfast Burrito – Frisco
Breckenridge Bead Gallery - Breckenridge
Breckenridge Outfitters – Breckenridge
Bridge West – Longmont
Broken Compass Brewing – Breckenridge
Brush Creek Caretaking - Eagle
By Chance Shoppe – Louisville
Carlos Miguel's Mexican Bar and Grill – Frisco
Cirque Mountain Apparel - Avon
Climax Mine
Colorado Kangen Water – Avon
Colorado Resort Lending - Edwards
Columbine Bakery – Avon
Confluence Kayak and Ski - Denver
Conservation Communications – Durango
Cool In Side – Frisco
Copy Copy – Frisco, Avon
Cornflower Boutique – Frisco
Cowan Farms – Dillon
Crazy Mountain Brewery – Edwards
Credo Mobile – Denver
Crescent Moon Snowshoes - Boulder
Cutthroat Anglers - Silverthorne
DC-Capital Management – Dillon
Deeper Green Management – Dillon
Deli Belly's - Frisco
Dillon Dam Brewery – Dillon
Dos Chiles – Dillon
Downstairs at Eric's – Breckenridge
Durango Outdoor Exchange – Durango
East-West Partners - Vail
Ebert Family Clinic – Frisco
Eco-Products – Boulder
Elevate CoSpace – Frisco
Elevated Yoga – Frisco
Endorphin – Eagle
Engle Volk's Real Estate - Vail
Envision.Believe.Create Marketing – Eagle
Ever Better PBC – Boulder
Exxel Outdoors – Boulder
Faith Davis Massage and Yoga - Boulder
Fishpond USA - Silverthorne
Flourish - Breckenridge
Fly Fishing Outfitters - Avon
Found Underground Consignments – Louisville
Fourpoints Bar - Denver
Frisco Fun and Formal - Frisco
Frisco Liquors Inc. - Frisco
Frisco Lodge - Frisco
Frisco Wine Merchant - Frisco
Funky Truck - Frisco
Gatherhouse Glass - Frisco
Gifted Hands Gallery - Louisville
Gifts at Cooper's Corner – Louisville
Glenn Randall Writing & Photography - Boulder
Gorsuch Ltd – Vail, Beaver Creek, Keystone
Grappa Fine Wine and Spirits - Vail
Ground Works - Vail
Haute Route Gear and Apparel - Avon
High Country Dogs – Silverthorne
High Country Publications – Breckenridge
Higher Grounds Café – Golden
Home Outfitters - Vail
Hotel Frisco – Frisco

House of Signs, Inc. – Frisco
 Hungry Mother Foods – Paonia
 HyprLoco – Denver
 Icebox Knitting – Lyons
 Icelantic Skis – Golden
 Innovative Energy – Breckenridge
 Inside|Out Communications–Steamboat Springs
 Into the Mystic Healing Arts - Golden
 Jagged Mountain Craft Brewery – Denver
 Jane Fineburg Counseling Services – Frisco
 Justins LLC. - Boulder
 Kickapoo Tavern - Keystone
 Kingdom Massage and Wellness – Frisco
 Land Title Guarantee Company – Frisco
 Lara May and Associates – Frisco
 Last Exit Goods – Broomfield
 Law Offices of Marvyn Spyker – Frisco
 Lionshead Liquors - Vail
 Little Beans Boutique - Frisco
 Little Horse Books and Vintage - Louisville
 Log Cabin Cafe - Frisco
 Los Amigos Restaurant - Vail
 Lotus Alpine Adventures – Crested Butte
 Mary Lynn Gillaspie Photography - Louisville
 Merithew Law – Fort Collins
 Middle Earth Enterprises – Montezuma
 David E. Miller, MD – Louisville
 Minick Construction - Edwards
 Moose Jaw Restaurant - Frisco
 Mountain Angler – Breckenridge
 Mountain River Naturopathic – Frisco
 Mountain Soul Massage Therapy – Frisco
 Mountain Top Media – Frisco
 My Trail Co - Boulder
 Natural Grocers – Lakewood/Frisco
 Nina’s Flowers - Louisville
 Nomad Bead Merchants – Boulder
 OI Time Barber Shop – Frisco
 Ollie’s Pub – Frisco
 Osprey Packs Inc. – Cortez
 Outdoor Project - Seattle
 Outpost Sun Sport – Fort Collins
 Paragon Guides -Vail
 Perry’s Shoe Shop – Boulder
 Peak State Properties – Breckenridge
 Petal and Bean – Breckenridge
 Point6 – Steamboat Springs
 Powder7.com – Golden
 PranaTonic - Golden
 Precision Ski – Frisco
 Prost – Frisco
 Ptarmigan Sports - Edwards
 Pug Ryans – Dillon
 QuietKat – Eagle
 Raitman Galleries – Breckenridge/Vail
 Range West – Frisco
 Ravenswood Outdoors – Salida
 RE/MAX Properties of the Summit – Frisco
 Rebel Sports – Frisco
 Red Buffalo Coffee – Silverthorne
 Relish Studio – Denver
 Richmond Sprouse LLC – Frisco
 Right Path Investments - Frisco
 RINO Bike & Snow Repair - Denver
 Ripstop Repairs - Boulder
 Riverwalk Natural Health Clinic and Pharmacy -
 Edwards
 Rocky Mountain Anglers - Boulder
 Rocky Mountain Underground – Breckenridge
 Russell’s Restaurant - Vail
 Scarlett Rose Designs – Dillon
 Sea to Summit – Boulder
 Seek Outside – Grand Junction
 Silverheels Restaurant – Frisco
 Skea Ltd. - Vail
 Ski Butlers – Breckenridge
 Slope Style - Breckenridge
 Small World Adventures – Salida
 Smok N’ Bra – Frisco
 Snowriders International - Denver
 SoFlo Glass LLC. - Boulder
Sonnenalp Real Estate - Vail
 Spork and Ladle, LLC. – Boulder
 Staufer Commercial LLC - Vail
 Suffer Better – Boulder
 Sulas Industries – Silverthorne
 Summit Hot Yoga – Frisco
 Summit Oxygen – Frisco
 Summit Travel – Frisco
 Sun and Ski – Dillon
 Sweet Pea Designs - Vail
 Tailwind Nutrition – Bayfield
 The Baker’s Brewery – Silverthorne
 The Book Cellar – Louisville
 The Hughes Collection - Edwards
 The Juniper Tree - Frisco
 The Law Offices of David Helmer LLC – Frisco
 The Mountain Goat Clothing Company –
 Breckenridge
 The Nettleton Law Firm - Frisco
 The Walnut Gallery – Louisville
 The Wild Source - Golden
 TheTentLab/Inkling Inc. – Louisville
 Timeless Collections – Breckenridge

Tinydoorsfrisco.com - Frisco
TK Property Management – Breckenridge
Todd Powell Photography – Frisco
Traverse Image LLC - Erie
Trident Booksellers and Cafe - Boulder
Two Hands Paperie – Boulder
U.S. Concessions - Edwards
Ultimate Direction – Boulder
Upslope Brewing Company – Boulder
Uptown on Main – Frisco
Vail Fine Wine - Vail
Vail Sports Medicine Physical Therapy -
Edwards
Vail Valley Anglers – Edwards, Vail
Verde Brand Communication – Boulder,
Durango
Vertical Runner - Breckenridge
Ville de Luxe Boutique – Louisville
Vintage Ski World – Frisco
VIP Travel Adventures - Edwards
Vision Ridge Partners - Boulder
Wendy Griffith Photography - Vail
West Vail Liquor Mart - Vail
WG Photo – Eagle
White Boots Restaurant – Dillon
Wilderness Sports - Dillon
Women's Empowerment Workshop - Eagle
Woodland – Breckenridge
Wool Hat Collective – Denver
Wyatt West - Frisco
Xcel Energy - Denver

Ski Areas

Arapahoe Basin
Beaver Creek (Vail Resorts)
Breckenridge (Vail Resorts)
Copper Mountain
Vail (Vail Resorts)

Organizations:

Access Fund
Backcountry Hunters & Anglers
Breckenridge Outdoor Education Center
Colorado Mountain Club
Colorado Ocean Coalition
Conservation Alliance
Conservation Colorado
Continental Divide Trail Coalition
Energy Smart Colorado
Friends of Eagles Nest Wilderness
International Mountain Bicycling Association
League of Conservation Voters
Outdoor Industry Association
People for Bikes
Physical Activity and Nutrition Team Summit
ProgressNow
Public Land Solutions
Roaring Fork Valley Mountain Bike Alliance
Rocky Mountain Wild
Sierra Club
Summit Fat Tire Society
Tenth Mountain Division Foundation
The Wilderness Society
Vail Valley Mountain Bike Association
Vet Voice Foundation
Veterans Expeditions
Wilderness Workshop

Government(s):

Eagle County
Summit County
Town of Breckenridge
Town of Dillon
Town of Minturn
Town of Vail
Colorado Department of Transportation
Colorado River District
Colorado Springs Utilities
Denver Water

Letters of Support



The Honorable Jared Polis
1433 Longworth House Office Building
Washington, D.C. 20515

Dear Representative Polis:

The undersigned businesses, organizations, and community leaders support your efforts to protect Colorado's Central Mountains. From pristine watersheds to world-class hiking and mountain biking, we need to sustain this landscape that is so important to our local economies, the success of our businesses, and the well-being of our employees and communities.

Outdoor recreation in Colorado annually generates \$13.2 billion in consumer spending, supports 125,000 jobs, and pays \$4.2 billion in direct wages and salaries. In Summit and Eagle Counties, recreation generates \$1.5 billion in spending. Your proposal to protect key areas for their stunning scenery, sensitive wildlife, critical watershed values, and many recreational opportunities will promote this vital part of our economy.

As business owners, we recognize that wilderness areas conserve our watersheds, wildlife habitats, and scenic vistas, while offering exceptional hiking, fishing, snowshoeing, climbing, skiing, hunting, and other recreation opportunities. Protecting these natural assets will help Colorado remain a place where people want to live and where businesses thrive.

Conservation efforts in Colorado ensure a long-term sustainable customer base for our state's economy. We look forward to supporting your efforts to protect Colorado's Central Mountains.

Sincerely,

Jennifer Meltzer
The Mountain Goat Clothing Company
Breckenridge, CO

Brett Elkman
Vail Valley Anglers
Edwards, CO

Chris Krance
SlopeStyle
Breckenridge, CO

David Minick
Minick Construction
Edwards, CO

Dan Brewster
Haute Route Gear and Apparel
Avon, CO

Marisa A. Selvy
Crazy Mountain Brewery
Edwards, CO

Deborah Wiancek
Riverwalk Natural Health Clinic/Pharmacy
Edwards, CO

Theresa P.
Ptarmigan Sports
Edwards, CO

Debbie King
Bloomingvails, LLC
Vail, CO

Diane Boyer
Skea Ltd.
Vail, CO

Ronda Niederhauser
Columbine Bakery
Avon, CO

Molly Mikita
Vertical Runner
Breckenridge, CO

Holly Stein
Flourish
Breckenridge, CO

Andrea Dickson
Big City Blues Clothing
Breckenridge, CO

Kristie Hoffman
Breckenridge Bead Gallery
Breckenridge, CO

Reem F. Badwan
Timeless Collections and
Boutique Bling
Breckenridge, CO

Emily Campbell
Bella Design and Planning
Breckenridge, CO

John Land Le Coq
Fishpond USA
Silverthorne, CO

Art Supply Breck
Ashley Rothman
Breckenridge, CO

Suzanne VerSchure
Abbey's Coffee
Frisco, CO

Jan Shackelford
The Jumper Tree
Frisco, CO

Holly Miller
Little Beans Boutique
Frisco, CO

Stevie Day
Smok N' Bra
Frisco, CO

Ruth Bremer
Frisco Fun and Formal
Frisco, CO

Lisa Tousey
Deli Belly's
Frisco, CO

Roger Cox
House of Signs, Inc.
Frisco, CO

Susanne Johnston
Frisco Wine Merchant
Frisco, CO

Lynda Colety
Moose Jaw Restaurant and Bar
Frisco, CO

Cathy Cleary
B's Modern Mountain Apothecary
Breckenridge, CO

Susan Minus
Summit Travel
Frisco, CO

Julie Williams
Gifts at Coopers Corner
Louisville, CO

Nancy Welch
By Chance Shoppe
Louisville, CO

Geoffrey Whitmore
The Walnut Gallery
Louisville, CO

Kara Reese
Ville de Luxe Boutique
Louisville, CO

David Mann
Nina's Flowers
Louisville, CO

Mary Lynn Gillaspie
Mary Lynn Gillaspie Photography
Louisville, Boulder, CO

John Davis
Frisco Liquors Inc.
Frisco, CO

Charles Hauck
Alpine Accents
Frisco, CO

Diane Bedell
Bedell and Company
Boulder, CO

Yvonne Zook
Anew You
Frisco, CO

Patrick Perry
Vail Valley Anglers
Vail, CO

Brian Harris
Rocky Mountain Anglers
Boulder, CO

Mia Semingson
Two Hands Paperie
Boulder, CO

Jacob March
Nomad Bead Merchants
Boulder, CO

Noah Westby
Trident Booksellers and Café
Boulder, CO

Faith Davis
Faith Davis Massage and Yoga
Boulder, CO

Vicki Nichols Goldstein
Colorado Ocean Coalition
Boulder, CO

Stephanie Stoss
Justin's LLC.
Boulder, CO

Matt Sylvester
SoFlo Glass LLC
Boulder, CO

Nancy Cooley
Found Underground Consignments
Louisville, CO

Ian Jacobson
Eco-Products
Boulder, CO

Barbara Butterworth
The Book Cellar
Louisville, CO

Mike Price
Little Horse Books and Vintage
Louisville, CO

Amy Howard
Gifted Hands Gallery
Louisville, CO

Derek Spois
Spork and Ladle
Boulder, CO

James Clements
Ripstop Repairs
Boulder, CO

Amy Dannwolf
Powder7.com
Golden, CO

Scott Wescott
Wilderness Sports
Dillon, CO

Ian Belter
Progress Now
Denver, CO

Gene Karpinski
League of Conservation Voters
Denver, CO

DR Richardson
Vision Ridge Partners
Boulder, CO

Louisa Morrissey
High Country Dogs
Silverthorne CO

Rodney Smith
Backpacker's Pantry
Boulder, CO

Brandon Dwight
Boulder Cycle Sport
Boulder, CO

Josh Lautenberg
Sonnenalp Real Estate
Vail, CO

Dave Gorsuch
Gorsuch Ltd
Vail, CO

John Bishop
RINO Bike & Snow Repair
Denver, CO

Tim West
Breckenridge Outfitters
Breckenridge, CO

Tom Mullen
West Vail Liquors
Vail, CO

Jonathan Staufer
Grappa
Vail, CO

David Stillman
Alpine Mountain Recreation
Breckenridge, CO

Jackson Streit
Mountain Angler
Breckenridge, CO



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March 7, 2018

The Honorable Jared Polis
1433 Longworth House Office Building
Washington, D.C. 20515

The Honorable Cory Gardner
354 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, D.C. 20510

Dear Representative Polis and Senators Gardner and Bennet:

I am writing a strong letter of support for the proposed “The Continental Divide Recreation, Wilderness and Camp Hale Act.” A substantial effort has been put into preparing this proposal. The Act recognizes the extraordinary natural resources available to our citizens in central Colorado. As prepared, the Act will conserve, protect and enhance our beautiful landscapes for current and future generations.

I would especially like to thank you for including the Porcupine Gulch Wildlife Conservation Area in the Act. This area is close to Arapahoe Basin and has very special natural values. Thank you for closely listening to feedback from stakeholders regarding this area, particularly feedback regarding future avalanche mitigation needs.

Please let me know if I can provide you with any other additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'ALH', is written over a light blue horizontal line.

Alan Henceroth
Chief Operating Officer
Arapahoe Basin
(970) 513-5722



ARAPAHOE BASIN

Arapahoe Basin Ski Area
P.O. Box 5808
Dillon, CO 80435-5808
Phone: (970) 468-0718
Fax: (970) 513-5777
abasin@a-basin.net
www.arapahoebasin.com

July 5, 2014
The Honorable Jared Polis
1433 Longworth House Office Building
Washington, D.C. 20515

Dear Representative Polis:

I am writing a strong letter of support for the proposed "Rocky Mountain, Recreation, and Wilderness Preservation Act." A substantial effort has been put into preparing this proposal. The Act recognizes the extraordinary natural resources available to our citizens in central Colorado. As prepared, the Act will conserve, protect and enhance our beautiful landscapes for current and future generations.

I would especially like to thank you for including the Porcupine Gulch Special Management Area in the Act. This area is close to Arapahoe Basin and has very special natural values. Thank you for closely listening to feedback from stakeholders regarding this area.

Please let me know if I can provide you with any other additional information.

Sincerely,

Alan Hencerth
Vice President / Chief Operating Officer
Arapahoe Basin
(970) 513-5722
alanh@a-basin.net



August 21, 2014

Rep. Jared Polis
P.O. Box 1453
Frisco, CO 80443

Conservation Colorado
1536 Wynkoop Street, #5C
Denver, CO 80202

Dear Rep. Polis:

The Town of Breckenridge would like to state our endorsement of the Rocky Mountain Recreation and Wilderness Preservation Act recently proposed by your office.

As a land protection tool, federal wilderness is important because it protects important ecosystem values, scenic landscapes, and recreational opportunities in perpetuity. Our community believes that additional wilderness designations in Summit County will augment existing land protection efforts while also supporting the local outdoor recreation economy.

Of particular interest to the Town of Breckenridge are the proposed Hoosier Ridge and Tenmile Wilderness Areas and the associated Tenmile Recreation Management Areas. We believe the landscape, ecosystem, and recreational values of these areas warrant additional land protection in the form of wilderness.

Your staff has worked judiciously with area stakeholders to amend the previously proposed wilderness boundaries to address recreational access, watershed protection, and forest health concerns expressed by Breckenridge citizens. The amended maps and language associated with the Rocky Mountain Recreation and Wilderness Preservation Act are consistent with the White River National Forest Travel Management Plan and allow for critically important access to prevent, prepare for, and respond to wildfire concerns. We appreciate your diligence in addressing these important community issues.

Thank you to you and your staff for your efforts in preserving Colorado's treasured landscapes.

Sincerely,

A handwritten signature in black ink, appearing to read "John Warner".

John Warner, Mayor

cc: U.S. Sen. Mark Udall
U.S. Sen. Michael Bennett



September 8, 2014

Honorable Jared Polis
United States House of Representatives
1433 Longworth House Office Building
Washington, DC 20515

RE: Letter of support concerning the designation of the Tenmile and Hoosier Ridge Wilderness and Special Management Areas of the Rocky Mountain Recreation and Wilderness Preservation Act

Dear Representative Polis,

Thank you for introducing HR 5311, the "Rocky Mountain Recreation and Wilderness Preservation Act." Colorado Springs Utilities is committed to preserving wilderness values in order to meet the current and future water needs of our community and we feel that the introduced version of HR 5311 stands in support of these values.

While both the Tenmile and Hoosier Ridge proposals had the potential to disrupt critical elements of Utilities' existing and future water supply developments in the Blue River Watershed, I very much appreciate the collaborative spirit between your staff, the Wilderness Society, Conservation Colorado, and our staff here from Utilities to find a reasonable solution of compromise that upholds the best interest of all parties.

Utilities' continues to work with other entities from Colorado's Eastern and Western Slopes on a cooperative, joint use project in the Eagle River Basin as a signatory to the Eagle River Memorandum of Understanding (ERMOU). As we continue to work with our partners to explore project development alternatives, it is critical that future wilderness proposals provide for the ability of water providers to develop their conditional water rights in the Eagle River Basin and construct projects that are essential to meet future water supply needs in a manner that is both cost effective and protective of environmental values. As a partner of the ERMOU, Utilities' support of future wilderness proposals will require accommodations for the development of conditional rights and necessary infrastructure in the Upper Eagle River Basin, including the Homestake Creek Valley, as we have discussed previously.

We appreciate the opportunity to work with you and your staff on resource management issues, including current and future wilderness proposals. Please do not hesitate to contact me if you have any questions, or require additional information from Utilities.

Sincerely,



Gary Boström, P.E.
Chief Water Services Officer
Colorado Springs Utilities



The Honorable Michael Bennet
United States Senator
261 Russell Senate Office Building
Washington, DC 20510

The Honorable Cory Gardner
United States Senator
354 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Jared Polis
United States Representative
1727 Longworth House Office Building
Washington, DC 20515

Dear Senator Bennet, Senator Gardner, and Representative Polis:

Copper Mountain Resort is pleased to support the Continental Divide Recreation, Wilderness and Camp Hale Legacy Act (S. 2337 and H.R. 4883). The Continental Divide bill will provide permanent protections for particularly important National Forest lands in Summit and eastern Eagle Counties; including lands adjacent to Copper Mountain Resort. These lands are utilized for an array of purposes such as recreation, conservation, watershed and wildlife protection, historic interpretation and preservation, wilderness, and ecological restoration. In the process, it will help to sustain our local economy, culture, outdoor way of life, and help to ensure that the world-class scenery, variety of recreational opportunities, and healthy ecosystems that Copper Mountain and our guests cherish will remain for generations to come.

Of particular note, Copper Mountain welcomes the designation of the Camp Hale National Historic Landscape, the Tenmile Recreation Management Area, the Tenmile Wilderness Area, and additions to the Eagles Nest Wilderness. These public lands surround Copper Mountain Resort. The Tenmile RMA is a popular area for world-class cross-country mountain biking that is frequented by guests of Copper Mountain. The additions to the Eagles Nest Wilderness and designation of the new Tenmile Wilderness will preserve Copper Mountain's incredible viewshed and protect the wilderness recreation opportunities for our employees and guests who take advantage of the impeccable hiking, backpacking, fishing, backcountry skiing, snowshoeing, and wildlife viewing to be had.

Camp Hale is of special significance to Copper Mountain Resort not only because of the excellent motorized and non-motorized recreation the landscape provides for our guests, but because of the incredible history it holds. In many ways, the modern outdoor recreation economy—and particularly the significant portion of it generated by ski resorts—owes its existence to the many 10th Mountain Division veterans who founded ski resorts in Colorado and across the country. These admirable individuals revolutionized outdoor recreation gear and made it available to Americans. It is well-deserving of designation as the nation's first National Historic Landscape.

Copper Mountain Resort
6800 Copper Road - #3001, Copper Mountain, CO 80443
www.coppercolorado.com

Honorable Messrs. Bennet, Garner & Polis
February 20, 2018
Page 2 of 2

Copper Mountain is proud of its record of sustainability, stewardship of the public lands it operates on, and array of recreational and educational opportunities that it provides. The new protections proposed by the Continental Divide bill complement our efforts by protecting the public land values and uses that local Coloradans, from the West Slope and the Front Range, and visitors from across America and the globe enjoy. We appreciate that the bill was developed collaboratively by a broad coalition of public land users, state and local government officials, and local and regional business owners. We thank you for your support and urge you to work diligently to pass this important legislation.

Sincerely,



Gary Rodgers
President & General Manager
Copper Mountain Resort

Copper Mountain Resort
0800 Copper Road • #3001, Copper Mountain, CO 80443
www.coppercolorado.com



January 16, 2018

The Honorable Michael Bennet
The Honorable Cory Gardner
The Honorable Jared Polis

RE: Continental Divide Wilderness and Recreation Act

Dear Senators Bennet, Gardner and Congressman Polis,

Thank you for your continued efforts to protect our public lands for our citizens here in Dillon, Summit County, and Colorado. These lands contribute significantly to our quality of life and economy for our citizens and visitors alike. We appreciate your efforts to reach out to all stakeholders here in Colorado and develop management policies and objectives while respecting the diverse interests of local stakeholders.

We have reviewed the proposed Continental Divide Wilderness and Recreation Act and are in support of the new protective designations which overlay existing Federal lands. Of particular interest to Dillon is the proposed Straight Creek Wilderness Addition and Porcupine Gulch Wildlife Conservation Area. These two areas lie within the Straight Creek Basin which is the primary drinking water source for the Town of Dillon and the Dillon Valley Metropolitan District. We support your efforts to expand and protect these areas while at the same time minimize conflicts over water resources, water infrastructure, or impede our ability to develop and maintain critical municipal resources.

We look forward to continuing to work with all of you and your offices in building support for this and other initiatives to preserve, protect and promote sustainable recreational opportunities in the central Rocky Mountain region. Please feel free to contact me if you have any questions.

Sincerely,

Kevin Burns
Mayor

970.262.3404 ph
970.262.3410 fx
townofdillon.com

Town of Dillon
275 Lake Dillon Drive | P.O. Box 8
Dillon, CO 80435



Board of County Commissioners

970-328-8605

970-328-8629(f)

eagleadmin@eaglecounty.us

www.eaglecounty.us

February 20, 2018

The Honorable Jared Polis
1727 Longworth House Office Building
Washington, DC 20515

Dear Congressman Polis:

We are writing to express our support for the Continental Divide Recreation, Wilderness and Camp Hale Legacy Act.

We applaud this bill for balancing the needs of wildlife and watershed protection with recreational and other uses of the forest. Our citizens, water providers, conservation groups, recreational groups, and businesses were included in this collaborative legislative process. The addition of the Camp Hale National Historic Landscape will help preserve and highlight the incredible history and legacy of the Tenth Mountain Division in Eagle County.

Wilderness lands reflect the history and heritage of Colorado's scenic high country. In Eagle County, their presence and availability is essential to local lifestyles, the quality of our environment and the strength of our tourism economy. While a balanced approach to land management that considers the needs of all user groups is necessary, we believe that expanding wilderness to carefully selected land areas will provide long lasting benefits.

Many thanks to you and your staff for your continued efforts to preserve beautiful places in Colorado.

Sincerely,

Kathy Chandler-Henry

Chair

Jeanne McQueeney

Commissioner

Jill H. Ryan

Commissioner

500 Broadway, P.O. Box 850, Eagle, Colorado 81631

OFFICE OF THE
BOARD OF COMMISSIONERS
970-328-8605
FAX: 970-328-8629
email: eagleadmin@eaglecounty.us
www.eaglecounty.us



JILL H. RYAN
SARA J. FISHER
KATHY CHANDLER-HENRY

July 14, 2014

The Honorable Jared Polis
501 Cannon House Office Building
Washington, DC 20515

Dear Congressman Polis:

We are writing to express our support for the Rocky Mountain Recreation and Wilderness Preservation Act recently proposed by your office. As you are aware, Eagle County played an active role in analyzing and vetting the original wilderness expansion effort, then known as the Hidden Gems Wilderness Project, which included the Freeman Creek, Spraddle Creek and No Name wilderness additions. We believe these areas continue to qualify for wilderness protection status, and we are pleased to see that they have been included in your proposed legislation.

Wilderness lands reflect the history and heritage of Colorado's scenic high country. In Eagle County, their presence and availability is essential to local lifestyles, the quality of our environment and the strength of our tourism economy. While a balanced approach to land management that considers the needs of all user groups is necessary, we believe that expending wilderness to carefully selected land areas will provide long lasting benefits. We would note certain lower elevation lands that were included in the original Hidden Gems proposal are not currently being considered, and would offer our support in efforts to get these valuable ecosystem linkage areas designated for protection in the near future.

Many thanks to you and your staff for your continued efforts to preserve beautiful places in Colorado.

Sincerely,
Eagle County Board of Commissioners

Jill H. Ryan
Chairman

Sara J. Fisher
Commissioner

Kathy Chandler-Henry
Commissioner

Cc: Senator Mark Udall
Congressman Scott Tipton

Eagle County Building, 500 Broadway, P.O. Box 850, Eagle, Colorado 81631-0850

July 29, 2014

The Honorable Jared Polis
1433 Longworth House Office Building
Washington, DC 20515

RE: Special Management Areas

Dear Representative Polis,

Our organizations work on public land issues focusing on the outdoor recreation economy. First and foremost, we want to thank you for your work on the Rocky Mountain Recreation and Wilderness Preservation Act. We know you and your staff are committed to this legislation, and many other outdoor recreation initiatives, and we applaud these efforts.

The recreation economy of the 21st century continues to grow and provide sustainable jobs in rural and urban gateway communities across the country. Our organizations, and the individuals we represent, have been working to complement the efforts of the conservation groups on public lands bills around the country. Traditional public lands bills focus on Wilderness designation, which is critical for protecting our wild lands.

However, with the expansion and diversity of the recreation economy, other protections are often just as important to the growth and success of the outdoor industry. Recreation Management Areas provide protection for key recreation assets that are often closer to gateway towns and provide convenient front country outdoor opportunities. They also provide certainty for local businesses that are confident that continued investment in these communities will be beneficial. There are currently a number of public land bills and proposals that include these types of designations, such as Mr. Bishop's public lands initiative for Eastern Utah, the Rocky Mountain Front Heritage Act and Forest Jobs and Recreation Act in Montana, the Hermosa Creek Watershed Protection Act in Colorado, and the Central Coast Heritage Protection Act California. The inclusion of the Recreation Management Areas allows us to build broad support for these bills:

- on both sides of the aisle
- with user groups of all types
- with outdoor businesses, both locally and nationally
- with gateway business such as restaurants and hotels
- and with conservation groups

Few places are more iconic and important to the outdoor industry than those in your district. Wilderness alone will not fully protect the recreation economy of central Colorado. For this reason we thank you for including the Tenmile Recreation Management Area in your bill. Ensuring the inclusion of the RMA in the introduction of the bill will help generate broad and diverse support from the mountain bike and recreation community and set a precedent that small protections and investments in the outdoor recreation economy will reap many benefits.

Most sincerely,

Jenn Dice
People for Bikes

Aaron Clark
International Mountain Bicycling Association

Ashley Korenblat
Public Land Solutions

Kirk Bailey
Outdoor Industry Association

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November 11, 2014

United States Representative Jared Polis
1433 Longworth House Office Building
Washington, DC 20515

Re: **H.R. 5311 Rocky Mountain Recreation and Wilderness Preservation Act**

Congressman Polis -

Vail Resorts, Breckenridge Ski Resort, Keystone, Vail Mountain, and Beaver Creek thank you for your work on the Rocky Mountain Recreation and Wilderness Preservation Act. We support this effort to recognize these important areas in Eagle and Summit County.

We believe the special nature of Colorado's resort communities and their economies relies on the successful balance of thoughtfully developed recreation opportunities on our public lands with the conservation of areas possessing important ecological and recreational values. The areas under consideration for designation contribute to the quality of life in our iconic mountain communities and merit enhanced management protections.

This legislation represents a locally driven, collaborative, and balanced approach to designate additional wilderness and special management areas in Eagle and Summit counties. In that spirit, our support aligns with our local governments of Eagle and Summit County as well as the Town of Breckenridge and the Town of Vail. In addition to local government support we believe that the support of the United States Forest Service is critical to this effort and urge continued work with the agency through the legislative process to address any issues or opportunities related to the future management of these lands as contemplated in H.R. 5311.

Respectfully,



Beth Ganz
VP of Public Affairs & Sustainability
Vail Resorts Management Company



Rick Cables
VP of Natural Resources & Conservation
Vail Resorts Management Company

Vail Resorts Management Company • 305-404-1800 • snow.com
390 Interlocken Crescent, Suite 1000 • Broomfield, CO 80021-8056

63



325 7th Street NW
Suite 550
Washington, DC 20004
Telephone (202) 661-4490
Facsimile (202) 661-4493

August 26, 2014

The Honorable Jared Polis
U.S. House of Representatives
1433 Longworth House Office Building
Washington, DC 20515

Dear Congressman Polis:

Thank you for including Xcel Energy during your extensive stakeholder outreach process while drafting the "Rocky Mountain Recreation and Wilderness Preservation Act."

As Congress considers wilderness and other important legislation, we are appreciative of your continued willingness to reach out to local communities to gather input. As you know, electric and gas service is crucial to the health and well-being of communities in Colorado. Access to this infrastructure is necessary to continue providing reliable service.

We appreciate your willingness to find a balance between protecting Colorado's natural treasures and the need to provide safe, affordable, reliable energy.

You and your staff have been very gracious by meeting with us, facilitating conversations with the U.S. Forest Service, and considering our comments on the legislation.

Once again, thank you for including Xcel Energy in your stakeholder engagement process. We look forward to continuing to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen L. Plevniak'.

Stephen L. Plevniak
Manager, Federal Government Affairs

Select Media Clips, Editorials and Op Eds



New push for Colorado wilderness expansion

Posted on May 22, 2015 by Bob Berwyn

New wilderness is in the works for Eagle and Summit counties, in the mountains of Colorado.

Congress Jared Polis introduces land protection measure

FRISCO — A proposal for new Colorado wilderness areas is back on the political table in Washington, where Congressman Jared Polis introduced a new bill that, if passed, would add more than 39,000 acres of land to the wilderness roster.

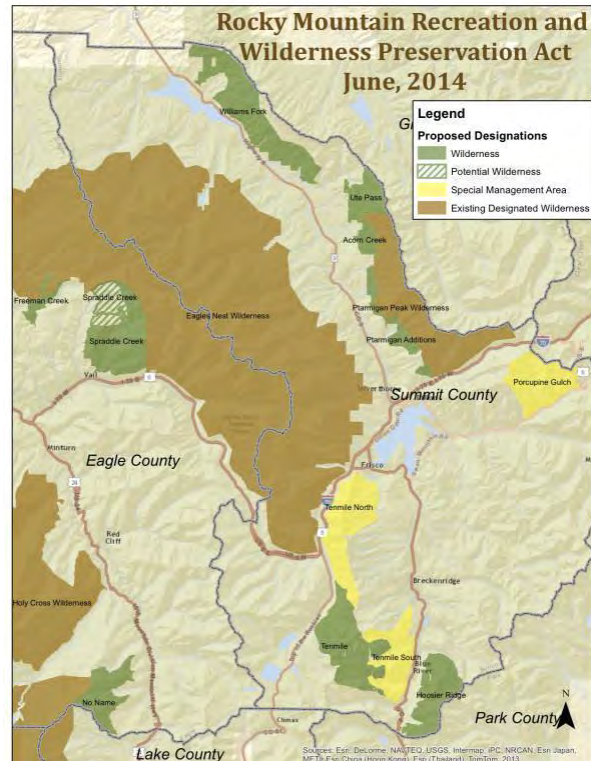
“The areas that stretch along the Continental Divide in Summit and Eagle counties are the iconic playground of our state,” Polis said.

“They are where Coloradans and out-of-state tourists alike go to ski, hike, mountain bike, hunt, and fish ... and this bill will ensure they are preserved for future generations to enjoy,” he added.

According to Polis, the the Continental Divide Wilderness and Recreation Act will help sustain recreational resources, protect watersheds, preserve important wildfire corridors, and strengthen Colorado’s tourism economy.

Along with new wilderness, the bill would also designate 16,000 acres as special management areas for recreation, and where some other activities, including wildfire mitigation and forest health treatments would be permitted.

The legislation is a new iteration of previous measures going back many years to the original Hidden Gems campaign, a grassroots effort to identify potential wilderness.



“Coloradans love their public lands, and the Continental Divide Act would permanently protect some of our most superb wildlands that are critical to wildlife, recreation and forming our state’s scenic backdrop,” said Conservation Colorado director Pete Maysmith.

THE DENVER POST

“Congressman Polis’ bill represents a welcomed evolution of land protection using a variety of tools to maximize protection while retaining quality trail access,” said Jason Bertolacci, regional director of the International Mountain Biking Association, which lobbied to keep some areas open for cycling.

The measure also got support from Colorado Springs, which operates water diversions in the area covered by the Polis bill.

Colorado Springs Utilities very much appreciates the collaborative spirit between Congressman Polis, the Wilderness Society, Conservation Colorado, and our staff here from Utilities in finding a reasonable solution of compromise in this legislation,” said Gary Bostrom, Colorado Springs Utilities chief water services officer.

Specifically, the proposal would create new wilderness areas in the Williams Fork Mountains, Tenmile Range, and Hoosier Ridge, as well as expand the existing Holy Cross, Eagles Nest, and Ptarmigan Peak Wilderness Areas.

The plan also would enhance outdoor recreation opportunities such as fishing, hunting, biking, and backcountry snow sports by creating an 11,500-acre Recreation Management Area along the Tenmile Range.

The proposal was drafted through an open, collaborative process with local stakeholders that not only maintained existing recreational uses, but also incorporated community values by accounting for future improvements.

Earlier this month Polis held a naming contest for the bill. The winning submission was suggested by Bob Waters, of Boulder.

Also earlier this month, Polis hosted the top Democrat on the Natural Resources Committee, Rep. Raul Grijalva, so he could tour the proposed protection areas first-hand and hear from local leaders about the importance of the bill. During that meeting, Grijalva called the bill “a precedent-setter.”

“The broad local support and buy-in behind this bill is incredibly impressive. We’re going to make this a priority,” Grijalva said.

With his new seat on the House Natural Resources Committee and Grijalva’s engagement on the issue, Polis is optimistic about moving the bill through Congress this session. The recent successes in protecting Hermosa Creek and Browns Canyon demonstrate Colorado’s commitment to preserving its open spaces and this bill’s passage would be a logical next step in that chain of events.

THE DENVER POST

Full breakdown of proposal area:

Wilderness:

- ❑ Acorn Creek, 1,139 acres (Summit County)
- ❑ Hoosier Ridge, 5,182 acres (Summit County)
- ❑ Ptarmigan Additions, 2,266 acres (Summit County)
- ❑ Tenmile, 7,577 acres (Summit County)
- ❑ Ute Pass, 2,944 acres (Summit County)
- ❑ Williams Fork, 9,338 acres (Summit County)
- ❑ Freeman Creek, 1,175 acres (Eagle County)
- ❑ Spraddle Creek, 5,907 acres (Eagle County)
- ❑ No Name, 3,942 acres (Eagle County)

TOTAL: 39,470 acres

Special Management Area:

- ❑ Tenmile North, 6,991 acres (Recreation area, Summit)
- ❑ Tenmile South, 4,426 acres (Recreation area, Summit)
- ❑ Porcupine Gulch, 5,204 acres (Summit)

TOTAL: 16,621 acres

Potential Wilderness Addition:

- ❑ Spraddle Creek Potential, 2,338 acres (Eagle)

TOTAL: 2,338 acres

The Continental Divide Wilderness and Recreation Act is endorsed by the following groups, organizations, and businesses:

Eagle County, Summit County, Town of Vail, Town of Breckenridge, Colorado Springs Utilities, Vail Resorts, Xcel Energy, Arapahoe Basin Ski Resort, International Mountain Bicycling Association, Access Fund, Conservation Colorado, People for Bikes, Public Land Solutions, International Mountain Bicycling Association, Outdoor Industry Association, Wilderness Workshop, The Wilderness Society, Vet Voice Foundation, Breckenridge Outdoor Education Center, Sierra Club,, Sierra Club – Rocky Mountain Chapter, The Wilderness Society, The

THE DENVER POST

Wilderness Society – Colorado Chapter, League of Conservation Voters, Pew Charitable Trusts, Alpine Accents, Frisco Liquors Inc., Summit Travel, Anew You , Moose, Jaw Restaurant, Frisco Wine Merchant, House of Signs, Inc., Deli Belly's, Frisco Fun and Formal, Smokn' Bra Little Beans Boutique, The Jumping Tree, Abbey's Coffee, Art Supply Breck, Boutique Bling, Timeless Collections, b's Modern Mountain Apothecary, Bella Design and Planning, Breckenridge Bead Gallery, Big City Blues Clothing, Flourish, Vertical Runner, Slopestyle, The Mountain Goat Clothing Company, Columbine Bakery, Haute Route Gear and Apparel, Skea Ltd., Bloomingvails, Gorsuch Ltd., Ptarmigan Sports, Crazy Mountain Brewery, Minick Construction, Vail Valley Anglers, Riverwalk Natural Health Clinic and Pharmacy, Mary Lynn Gillaspie Photography, Nina's Flowers, Ville de Luxe Boutique, The Walnut Gallery, By Chance Shoppe, Gifts at Cooper's Corner, Found Underground Consignments, Gifted Hands Gallery, Little Horse Books and Vintage, The Book Cellar, SoFlo Glass LLC., Faith Davis Massage and Yoga, Trident Booksellers and Café, Nomad Bead Merchants, Two Hands Paperie, Rocky Mountain Anglers, Bedell and Co., Colorado Ocean Coalition, Justins LLC., Ripstop Repairs, Spork and Ladle, LLC., Eco-Products, Powder7.com, Vision Ridge Partners, High Country Dogs

DENVER AND THE WEST

Rep. Polis pushes to preserve Continental Divide land from development

By Bruce Finley

The Denver Post

POSTED: 05/20/2015 05:23:03 PM MDT

[HTTP://WWW.DENVERPOST.COM/NEWS/CI_28157074/](http://www.denverpost.com/news/ci_28157074/)



Fly fishing guide Jay Creighton, of Fly Fishing Outfitters in Avon, casts a catus for brook trout on the Piney River, with Mount Powell and the Gore Range in the background. Gore Range is one of the areas that would be protected under Polis' legislation. *(Denver Post file)*

More than 39,000 acres in the Colorado mountains around resorts would be protected as wilderness under legislation that U.S. Rep. Jared Polis is poised to introduce in Congress.

An additional 18,000 acres would gain lesser protection — allowing mountain bikes, for example, at an 11,500-acre Tenmile area north of Quandary Peak — under his Continental Divide Wilderness and Recreation Act.

Polis, a Boulder Democrat, has been working for years to protect the land, mostly around edges of existing wilderness areas near Dillon, Vail and Breckenridge.

More protection

U.S. Rep. Jared Polis will introduce a bill Thursday to protect an additional 58,000 acres of wilderness land in Summit and Eagle counties.

■ Proposed wilderness ■ Existing wilderness
■ Special management area



Source: Rep. Polis' office

The Denver Post

"The threats are political. Every administration can reclassify lands however they want. We want to make sure these are permanently preserved against future development," Polis said in an interview.

The new wilderness, if approved, would expand the 3.6 million acres of existing wilderness around Colorado that currently total 6 percent of the state's land. Those areas include land near Aspen, Indian Peaks on the Front Range, the Sangre de Cristo and Weminuche areas in southern Colorado, and the Flat Tops north of Interstate 70.

A federal wilderness designation prohibits mechanized vehicles and development.

Summit and Eagle county officials, Conservation Colorado, the Wilderness Society and the International Mountain Bike Association are among the groups supporting this proposal.

Only Congress can declare wilderness. Under the Wilderness Act of 1964, 110 million acres of forests and other public lands in 44 states have gained protection.

Polis introduced a bill in 2010 and 2011 then redesigned it. Staffers said they're optimistic. He sits on the House Natural Resources Committee, which handles wilderness legislation, and recently took Rep. Raul Grijalva, D-Ariz., the top Democrat on the committee, on a tour. Polis said he has received assurances that his bill will be a priority.

"Losing this area to private developers, whether mining or for buildings," he said, "would jeopardize our watersheds and hurt our tourist economy."

"If you don't want it printed, don't let it happen."

Aspen Daily News

Representative Polis and Senator Bennet introduce bill to preserve the Continental Divide and Camp Hale

Staff Report; Jan 25, 2018

U.S. Rep. Jared Polis and Sen. Michael Bennet recently co-introduced a bill that would preserve 96,445 acres of the White River National Forest in Summit and Eagle counties as wilderness, recreation management areas and wildlife conservation areas.

The Continental Divide Recreation, Wilderness and Camp Hale Legacy Act would also designate Camp Hale as America's first National Historic Landscape.

According to a press release issued by Carbondale-based Wilderness Workshop, a diverse coalition of local stakeholders has been working for nearly a decade to conserve the public lands in the Continental Divide region of central Colorado.

"After many community gatherings, meetings with elected officials and several draft proposals, the Continental Divide Recreation, Wilderness and Camp Hale Legacy Act reflects the collective interests of many different constituencies ranging from mountain bikers and veterans to small business owners and water users," the press release stated.

"At a time of continued attacks on public lands and our environment, it's heartening to see a bill that would protect some of the most iconic high country in Colorado for wildlife and people

alike," said Will Roush, conservation director at Wilderness Workshop. "It represents a decade of work by a diverse coalition of stakeholders to craft a community-minded bill that will help support the ecology and economy of Eagle and Summit counties.

"While I can't say this bill will be the top priority in Congress," Roush continued, "it is exactly the type of public lands bill that even conservative members of Congress have said they are likely to support. If and when there is an opportunity to pass a public-lands bill, this one will be at the top of the list."

The boards of county commissioners in the affected jurisdictions have also weighed in with their support. "We applaud this bill for balancing the needs of wildlife and watershed protection with recreational and other uses of the forest, and that our water providers, conservation groups, recreational groups and businesses have been included in this collaborative legislative process," according to a joint statement by the Eagle County Board of Commissioners quoted in the Wilderness Workshop press release. "The addition of the Camp Hale National Historic Landscape will help to preserve and highlight this incredible piece of history and the legacy of the 10th Mountain Division in Eagle County."

“Summit County supports this effort to protect our public lands, for our citizens and for Colorado’s future success. Summit County receives millions of visitors every year, and our federally protected public lands, including designated Wilderness areas, contribute significantly to the local economy and quality of life for our visitors and citizens alike,” Summit County commissioner Dan Gibbs said in the press release. “We appreciate that these areas in particular were crafted to manage not only for wildlife habitat and recreation, but also to meet the needs of water providers, fire management, and potential future infrastructure needs.” The legislation would create a recreation management area that protects world-class mountain biking and other recreation opportunities in the Tenmile Mountains between the towns of Breckenridge and Frisco.

Dave Wiens, executive director of the International Mountain Bicycling Association, added, “The Continental Divide Recreation, Wilderness and Camp Hale Legacy Act is a culmination of years of collaborative work with representatives from both the local and national mountain biking community involved in crafting a bike-friendly bill. By working closely with the bill sponsors and proponents, we have succeeded in crafting a bill that really strikes a balance for recreation and conservation in a part of Colorado that really depends on the success of both interests.

Colorado’s mountain bikers can be proud of the outcome represented in this piece of legislation.”

According to the Wilderness Workshop, the legislation was first introduced by Polis in 2014, but previous versions did not include protections for Camp Hale. Home of the World War II-era training camp of the storied 10th Mountain Division, the Camp Hale National Historic Landscape would preserve a slice of history from the greatest generation.

Ski troopers trained and learned the unique skills necessary for winter warfare, and many of the soldiers who trained at Camp Hale returned home and founded Colorado’s outdoor ski industry, helping to create Vail, Aspen and other resorts.

“Protecting lands on the White River National Forest will safeguard ecologically important, mid- and high-elevation areas that provide vital wildlife habitat for black bear, elk, mule deer, bighorn sheep, mountain goat, sage grouse, moose, lynx, wild turkey and the rare wolverine,” the Wilderness Workshop press release stated. “Specifically, the legislation will create two wildlife conservation areas to protect critical wildlife linkages and habitat near Loveland Pass and in the Williams Fork Mountains.”



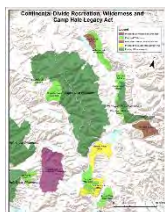
Bennet, Polis introduce new wilderness bill

By ELIZABETH STEWART-SEVERY · JAN 24, 2018



Colorado Senator Michael Bennet released a video statement announcing the introduction of the Continental Divide Recreation, Wilderness, and Camp Hale Legacy Act.

Colorado senator Michael Bennet and representative Jared Polis introduced a bill yesterday that would designate new wilderness in the White River National Forest.



The bill, titled the Continental Divide Recreation, Wilderness, and Camp Hale Legacy Act, would create protections for nearly 100,000 acres in the White River National Forest, along the Continental Divide. It would expand the Holy Cross Wilderness Area in Eagle County, and create new designated wilderness in the

Tennmile Range, west of Breckenridge. There are two new wildlife conservation areas included in the measure as well.

It would also make the 10th Mountain Division training site at Camp Hale the country's first National Historic Landscape. Polis and Bennet say this would both preserve an important historical landmark and protect the surrounding ecosystem.

The bill has support from commissioners in Eagle, Summit and Grand counties, as well as from local environmental groups. It was introduced in both chambers of Congress.

<http://aspennpublicradio.org/post/bennet-polis-introduce-new-wilderness-bill>

Wilderness expansion bills will allow our wild spaces to remain wild (letter)

February 10, 2018



It has been nearly 40 years since the central Rockies of Colorado saw an expansion of lands designated as wilderness. During that time, the population of Colorado has nearly doubled and many of the places we always thought would be wild have been developed.

In those years, thanks to the foresight of previous generations, the backcountry has remained the backcountry. In seeking to add to those areas, Congressman Polis and Senator Bennet have offered our generation an opportunity to put our own stamp on the conservation of our home.

The Continental Divide Recreation, Wilderness, and Camp Hale Legacy Act will add nearly 100,000 acres to the National Wilderness Preservation Act. Importantly, many of those areas, including the Spraddle Creek addition adjacent to Vail, are lower-elevation areas crucial for the long-term survival of deer, elk and bighorn sheep.

As was recently reported in the [Vail Daily](#), populations of wildlife in Eagle County are under severe stress from development pressures. This includes our elk population, the nation's largest and a national treasure.

In setting aside these lands, allowing nature to be nature and the wild to be wild, hopefully we can begin to allow those stressed populations to rebuild and recover. Nature doesn't need our help, she only needs to be let alone so that creation can continue.

There is, of course, a human element beyond altruism toward our fellow species on this little sphere. The act recognizes that fact with the addition of a new "National Historic Landscape" designation which honors the men who trained at Camp Hale, helped liberate Europe from the grip of fascism and who returned home to start the ski industry.

Many of us are lucky enough to have known some of these guys. Our kids and grandchildren will not know them, but in protecting the land as our soldiers knew it, our children will be able to imagine them and hopefully be inspired to learn more about them and remember — a memory of great men writ large on the great canvas of our mountains.

Jonathan Stauffer

<https://www.vaildaily.com/opinion/wilderness-expansion-bills-will-allow-our-wild-spaces-to-remain-wild-letter/>

Voice support for Continental Divide Recreation, Wilderness and Camp Hale Legacy Act (letter)



February 3, 2018

Summit and Eagle counties know how to provide recreation activities for residents and visitors, and a bill recently introduced in Congress proposes to magnify those opportunities greatly, to the everlasting benefit of hikers, mountain bikers, hunters, anglers, wilderness lovers and many others. Friends of Eagles Nest Wilderness hopes that readers will join us in lending their strong support to the passage of this bill.

Something for everyone: Rep. Jared Polis has been joined by Sen. Michael Bennet, creating the first-ever Senate companion legislation, which will permanently protect nearly 100,000 acres of public land in Summit and Eagle counties.

Many stakeholders from various groups met and worked together to create the different area designations so that all existing recreational uses will continue to be allowed under this piece of legislation. The bill is a model of collaborative input and a model for future initiatives by our government. Its name is a mouthful to say — [Continental Divide Recreation, Wilderness and Camp Hale Legacy Act](#) — but that's because there's so much in it. It can be broken down into four major components.

1. Camp Hale National Historic Landscape, the first such designation in our nation's history, will preserve 30,000 acres at the home of the World War II-era training camp of the storied 10th

Mountain Division. Sen. Bennet hopes to "honor its legacy with interpretive and educational elements, while maintaining the area's diverse recreational amenities and uses and protecting it from future development."

2. Additional recreation opportunities will expand with a unique Recreation Management Area. Stretching along nearly the full length of the Tenmile Range, it will protect mountain biking, hiking and other activities.

3. Wilderness will gain 40,000 acres, as seven additions to existing Eagles Nest, Ptarmigan Peak and Holy Cross Wilderness Areas and three brand new ones — Williams Fork Wilderness, Hoosier Ridge Wilderness and Tenmile Wilderness.

4. Wildlife will get a break with the creation of two Wildlife Conservation Areas totaling nearly 12,000 acres. These will help protect critical wildlife linkages near Loveland Pass and in the Williams Fork Mountains.

Please consider contacting our three Congressmen — extend thanks to Rep. Polis and Sen. Bennet, and urge Sen. Gardner to join them in supporting this important bill, which preserves current recreational activities and extends protections to new lands: [House Bill H.R.4883](#) and [Senate Bill S.2337](#).

Friends of Eagles Nest Wilderness

Christmas in Holy Cross Wilderness

By John Land Le Coq

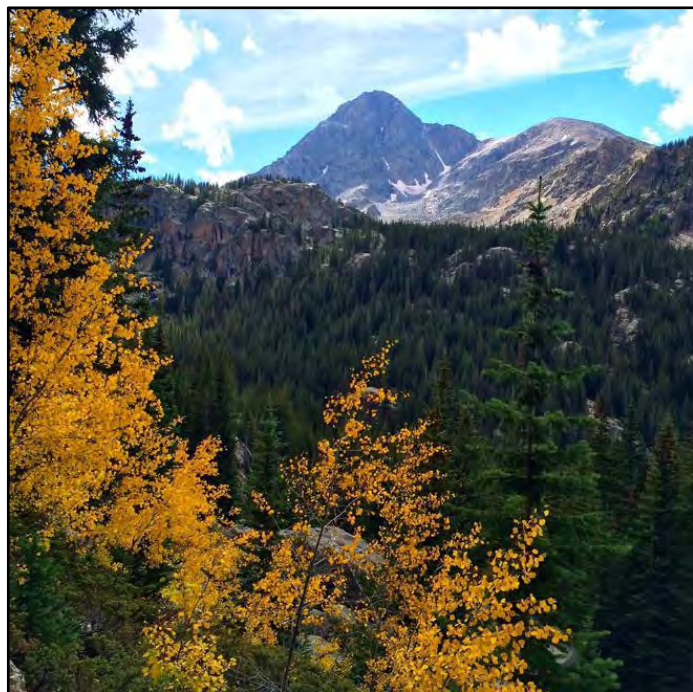
POSTED: 12/26/2015

It's no coincidence that the Colorado National Forest Wilderness Act passed three days before Christmas 35 years ago. On Dec. 22, 1980, Colorado and the citizens of our great country gained 1.4 million acres of wilderness, including the 122,396-acre Holy Cross Wilderness. Located in between the recreation hubs of Aspen, Vail, and Breckenridge, our Holy Cross Wilderness is truly a gift from that generation to ours and all to come.

With lakes, rivers, creeks, and healthy habitat for hundreds of species, the Holy Cross Wilderness is a photographer and angler's paradise. The area is home to incredible scenic views and blue-ribbon trout fishing opportunities. Colorado's Continental Divide is one of my favorite places to photograph, and photography ultimately led to me to start my small fishing products business, Fishpond. But these mountains are more than an inspiration. I depend on protected lands and waters to keep my business booming.

Outdoor recreation is the third-largest economic sector in the United States with roughly \$646 billion in annual contributions and over 6 million American jobs. In Colorado, where quality talent and great companies are locating because of the recreational opportunities provided by our public lands, we are able to generate \$34.5 billion annually from outdoor recreation and create 313,000 jobs, according to Colorado Parks and Wildlife. Wilderness areas and other public lands draw inspiration, creativity, and a shared passion for coexistence with the species and habitat that is the vital link for our economic and personal health.

While the Holy Cross Wilderness is celebrating 35 years of protection, we need to look to other opportunities to keep our water clean and healthy. That is why I support the Continental Divide Wilderness and Recreation Act introduced by Congressman Jared Polis earlier this year. In addition to adding acreage to my beloved Holy Cross Wilderness, it would also expand the Eagles Nest and Ptarmigan Peak wilderness areas. And it would create the Williams Fork, Hoosier Ridge, and Tenmile



Fall colors in the Holy Cross wilderness area. (Alaina Case / *The Denver Post*)

Range wilderness areas — all excellent places to explore Colorado's diverse backyard. The bill would also protect important mountain biking trails through special management areas.

Yet as we celebrate the gift that is the Holy Cross Wilderness, we are seeing precious land disappear. According to the U.S. Forest Service, the United States is losing roughly 6,000 acres of open space each day. That means that the lands that protect our watersheds, provide a home for wildlife, and offer us outstanding outdoor recreation opportunities are at risk. Ensuring that we have wild places to hike, camp, raft, paddle, fish, hunt, ski, bike, and so much more is important if we want to leave a natural legacy for future generations to enjoy.

As the CEO and founder of a fly-fishing products company, I know that safeguarding Colorado's Continental Divide makes economic sense. Colorado's economy is built on our great outdoors. Whether **DAILY CAMERA**

it is the recreation tours that take people on adventures, grocery stores and small shops that serve residents, or manufacturer and outdoor product businesses like mine, we all depend on protected lands and waters.

It is time to invest in Colorado's future and pass the Continental Divide Wilderness and Recreation Act. Earlier this summer, Sen. Michael Bennet made a commitment to introduce a Senate companion to the legislation, and I hope that happens soon. People have been working to preserve this special part of Colorado for over five years. From sportsmen to veterans and small business owners to mountain bikers, our community has been talking about the best way to protect our environment and our way of life — and we found a solution in Congressman Polis' bill.

We have a responsibility to protect what's in our own backyard and to work with others to do the same thing. None of us can do everything, but each of us can do something. Time is running out to protect Colorado's Continental Divide. Let's work together as a country, and as a state that recognizes the value of our public land, to make sure that the economic blood, the true heartbeat of what defines our identity and economic future, remains a priority — not only for people, but the species that depend on our voice.

John Land Le Coq is the CEO/Founder of Fishpond, Inc. in Silverthorne.



Beats, Brews, and Bills: Lend Support to Colorado's Wilderness

KIRSTEN DOBROTH - NOVEMBER 16, 2015

<http://www.elevationoutdoors.com/beats-brews-bills-lend-support-colorados-wilderness>

Upslope Brewery, Conservation Colorado, and the Tyler Grant Trio will be teaming up this Wednesday, November 18th, to drum up support for the Continental Divide Wilderness and Recreation Act, sponsored by Representative Jared Polis, of Colorado's 2nd District. With the bill gaining momentum in Congress and throughout Colorado as an opportunity to preserve some of the state's natural attributes as Wilderness Areas, local musicians are helping to raise awareness for this important piece of legislation as well.

Set to designate an additional 40,000 acres in Colorado's national forests as Wilderness Areas, the bill is getting support from both sides of the political spectrum, as it has found wide acceptance among town officials, business owners, and conservationists alike. Congressman Polis' plan affects both Summit and Eagle Counties, as the bill seeks to designate forest land within the Williams Fork Mountains, Tenmile Range, and Hoosier Ridge along with expanding areas within the Holy Cross, Eagle's Nest, and Ptarmigan Ridge Wilderness areas as well. National Forest Areas fall within federal jurisdiction, and the further distinction of a Wilderness Area can only be designated via Congress. Wilderness Areas differ from National Forest land in that they are not subject to any type of development, whereas land that falls outside of that designation can still be used to expand motorized roads and trails, mining, or logging. The bill also sets aside an additional 18,000 acres of special management areas within Summit County, known as the Tenmile Recreation Management Area and the Porcupine Gulch Protection Area. The Tenmile area would put an emphasis on recreation, and preserve the area for recreational outlets, such as mountain biking, hiking, and other outdoor pursuits, while the Porcupine Gulch area would place more of a priority on wildlife protection. Both areas would be managed to allow for various forms of outdoor endeavors, and protect the land from things like mining and private development.

Conservation Colorado, which campaigns for preservation within the state, has been teaming up with other advocacy groups to spread awareness of the bill in hopes that it will spur further action at the federal level, and increase support for Rep. Polis' legislation as it moves through Congress. Specifically, the push to promote the legislation has been a coalition effort that has heightened public awareness, and organized hikes of the area for members of the community. The

Wilderness Society, IMBA, and Vet Voice Foundation have all worked as proponents for both the preservation and recreation goals found within the legislation, along with advocacy group Rock the Earth, which is heavily founded in the music industry, to mobilize Colorado based musicians for the cause. Rock the Earth's Executive Director, Marc Ross, explained that the organization is created by, for, and consists of environmental advocates within the music industry. "Not only do we advocate for particular issues brought to us by artists," he said, "But we also conduct environmental education and citizen activation at over 200 concerts throughout the US each year."

While the Tyler Grant Trio will be leading the charge at Wednesday's event, other Colorado based musicians are speaking out in favor of preserving areas of the state for future Coloradans. Bridget Law, of Elephant Revival, has been active with the campaign to promote Congressman Polis' bill, and spoke of the importance of keeping much of Colorado's natural areas preserved. "Getting outside is so important to keeping happy and healthy, and helping to protect some of these areas instigates even more of a want to experience it," she said.

This same attitude is one that Conservation Colorado is hoping that attendees to Wednesday evening's event will take on, as it could increase a trend being seen in Congress that seems to be playing out in favor of conservation and recreation. The event will run from 5-7 p.m., and is a great opportunity to get involved. Similarly, proponents for the bill suggest voicing support to Representative Polis' office by phone or mail, or contacting other Colorado congressman to push for similar legislation.

Why MTB groups and environmental advocates should compromise on the Wilderness Act

Mike Zobbe, Big Fat Tire

August 28, 2015

<http://www.summitdaily.com/news/17800440-113/why-mtb-groups-and-environmental-advocates-should-compromise>

Recently, Congress passed the Boulder-White Clouds Wilderness bill and President Obama signed it into law. I have never ridden my bike or hiked in this area of Idaho, and I'm not up on the bill's political back story, but it has created a lot of anger in the mountain-bike community. It's my understanding that the new wilderness designation will ban the use of mountain bikes on numerous trails that have been used by cyclists as long as mountain bikes have been around.

For a long time, there have been calls from some MTB groups to amend the wilderness act to allow bicycles in designated wilderness area. With the passage of this bill, those ranks are swelling. Many mountain bikers feel the original intent of the wilderness act doesn't bar human-powered bicycles and that use was arbitrarily banned — not by the legislation itself, but by prejudiced interpretation.

Whether that is true or not will, of course, depend on who you talk to. Like almost any law or constitution, people can, will and do argue endlessly about matters of interpretation to suit their point of view (Want to talk about the Second Amendment?). Opinions on both sides of the issue tend to be passionate and entrenched, and both sides feel the other isn't basing their argument on facts, logic or what best serves the land.

Personally, I'm fine if bicycles aren't allowed in designated wilderness. I think there should be land where travel and activity is limited to its most basic and primitive form, and I'm not so sure bicycles fit that ethos. But, I see a problem when a wilderness act suddenly closes off lands that have established and historic mountain-bike trails or are appropriate locales for new trails.

The Summit Fat Tire Society was long involved with what began as "Hidden Gems." The SFTS was not supportive of the first, or second or third version of Hidden Gems, and the proposal (It never became a bill) pretty much died. Out of that process, though, a dialogue between mountain bikers and wilderness



For over 20 years the Summit Fat Tire Society has been taking care of trails in Summit County and Mike Zobbe (pictured) has been there since the beginning. Why? "Cause I like mountain biking. It's totally selfish."

advocates — uneasy at times, for sure — was established, and some innovative ideas were put on the table. Folks like Mike McCormick, Ellen Hollinshed, Laura Rossetter and others worked under the umbrella of the SFTS with the support of the International Mountain Bike Association, putting in many volunteer hours to pore over maps and work with their counterparts on the “other side” of the table.

Out of that dialogue came a new proposal, known as the Continental Divide Wilderness and Recreation Act, sponsored by Rep. Jared Polis. It began to take shape with boundary adjustments that preserved MTB access on Summit trails like Wheeler, Miners Creek and others. Peer groups in the Vail and Roaring Fork valleys did similar work. As part of the act, special management areas were created, offering environmental protection in buffer zones near designated wilderness areas while still allowing mountain bikes on existing trails.

This proposal isn't perfect from a mountain biker's point of view. There are a few lesser-used trails that might be closed to mountain biking; although, to be honest, some of those trails would be considered closed with or without the wilderness proposal. But, that's what negotiation is about, and it preserves almost all trails that see significant mountain-bike traffic.

Opinions on the wilderness act vary within the MTB community. Some adamantly oppose any designation due to the bike ban. Some support the concept of no bikes, but not when established mountain bike trails are closed to that use. Regardless of how they feel about the intricacies of the wilderness act, though, most mountain bikers highly value wild lands and all the plant life, animal life, clean water, clean air, scenery and primitive beauty they provide. They want to see these lands protected from more intensive recreational and industrial use. The Continental Divide Wilderness and Recreation Act shows what we can do when we respect each other and work together.

As I said before, I'm not familiar enough with the Boulder-White Clouds back story and process to comment on how it came to pass, but I lament the loss of bike-friendly trails. Moving forward, I hope everyone who works on land-use designations, no matter what they are, can use the example we've created locally. I'm not so naïve to believe that the same dynamic we have here exists everywhere else, but it can work.

It's not easy. It can be contentious, tedious and frustrating, and you can almost guarantee you won't get everything you want. It'll drive you crazy if you take it personally, but I'd like to think we've created a model for others to mimic so we can have wild and remote areas across the U.S., areas that allow folks to continue enjoying the rapture that those places offer — on a bicycle.

Sen. Bennet visits Breckenridge in support of Continental Divide conservation legislation

Alli Langley

alangley@summitdaily.com

August 21, 2015

U.S. Sen. Michael Bennet visited Breckenridge on Wednesday, Aug. 19, to learn more about a conservation effort that would create more federally designated wilderness and other conservation areas around the Continental Divide.

Hunters, anglers, outdoor recreationists, small business owners, elected officials, veterans and conservationists met with the senator at Breckenridge Ski Resort to show their support for a Senate companion of the Continental Divide Wilderness and Recreation Act, sponsored by U.S. Rep. Jared Polis in the House.

The legislation would safeguard roughly 58,000 acres of land through wilderness and other management designations in Eagle and Summit counties. The areas serve as popular destinations for sportsmen and other outdoor recreationists and provide critical habitat for fish and wildlife and sources of clean water.

The proposal would add new areas to the Eagles Nest, Ptarmigan Peak and Holy Cross wilderness areas as well as establish three new wilderness areas — Hoosier Ridge, Tenmile, and Williams Fork — in addition to the Porcupine Gulch Protection Area and Tenmile Recreation Management Area.

After hearing from about a dozen representatives of various groups involved in creating the legislation, including local mountain bikers, Bennet announced at the gathering that he would introduce a companion bill in the Senate and work with Polis to pass the legislation.

To learn more about the Continental Divide coalition, visit: <http://continentaldivide.org>.



U.S. Sen. Michael Bennet, right, looks at a map of proposed conservation areas in Summit and Eagle counties at Breckenridge Ski Resort on Wednesday, Aug. 19, 2015. Bennet announced he would introduce companion legislation in the Senate to U.S. Rep. Jared Polis' bill in the House and partner on achieving federal designation of the new wilderness and other management areas.

SUMMIT DAILY

Breckenridge demonstration supports Clean Power Plan, climate action

Two weeks after President Obama announced historic limits on global warming pollution from power plants, a Colorado environmental organization held a demonstration in Breckenridge to show support for the Clean Power Plan and push for climate action.

Organizers gathered near the Riverwalk lawn on Thursday, Aug. 20, gave out popsicles and encouraged passersby to take photos with signs pledging they would take action on climate change.

The new rule from the U.S. Environmental Protection Agency, known as the Clean Power Plan, will cut carbon pollution from Colorado power plants 32 percent by 2030 while developing a framework for building a stronger clean energy economy that focuses on solar, wind and energy efficiency.

More than 200,000 Coloradans, along with public health experts, outdoor recreational groups and businesses, submitted comments in support of cutting this carbon pollution.

Colorado Department of Public Health and Environment executive director Dr. Larry Wolk said, "The EPA listened to Colorado and other states and stakeholders in making needed revisions, providing important flexibility to the states to craft specific strategies to reduce CO2 emissions and the time needed to accomplish the goals."

Participants at the event called on Colorado's U.S. Senators Bennet and Gardner to publicly support the final rule.

Bennet to introduce Senate version of Polis wilderness bill

8/21/2015

By David O. Williams

U.S. Sen. Michael Bennet on Wednesday announced he'll introduce a bill this session to protect more than 58,000 acres of public land in Eagle and Summit counties as wilderness.

Bennet made the announcement at a press event in Breckenridge attended by local politicians, area residents and business leaders. The Continental Divide Wilderness and Recreation Act will be the Senate version of bill introduced earlier this in the House by Rep. Jared Polis, D-Boulder.

Polis, a member of the House Natural Resources Committee, has been working on the bill since late last decade, paring it down from the original and highly controversial 342,000-acre Hidden Gems proposal.

After dozens of town halls and other public meetings over the years, Polis in 2010 scaled back the proposal to just Eagle and Summit counties (eliminating any land in Pitkin and Gunnison counties) and introduced a bill that would still have put the more restrictive wilderness designation on nearly 166,000

U.S. Sen. Michael Bennet announces on Aug. 19 in Breckenridge he plans to introduce the Senate version of the Continental Divide Wilderness and Recreation Act, legislation introduced by U.S. Rep. Jared Polis in the House. The bill would protect more than 58,000 acres of public land in Eagle

acres.



Now it's down to just over 58,000 acres, including an 11,500-acre Recreation Management Area within the Tenmile Range in Summit County. It has the backing of groups such as the Wilderness Society, Vail Resorts, the Outdoor Industry Association, the International Mountain Biking Association, Conservation Colorado and many towns, businesses and water districts.

"Communities throughout Eagle and Summit counties have been working on a proposal to protect this land for years now," Bennet said in a release. "Today's meeting demonstrated that there is significant

support to move forward with a bill in the Senate. With the help of Rep. Polis, we will draft a bill that works for the local communities and introduce it in the Senate.”

COLORADO STATESMAN

Vail Resorts, the largest employer in the two counties and on the entire Western Slope, backed the Polis bill earlier this year.

“It is interesting to note that 20 percent of all recreation visits to our national forests take place at a ski area, yet ski areas occupy less than one-tenth of 1 percent of all public Forest Service lands,” said Kristin Kenney Williams, the company’s vice president of mountain community affairs.

Wilderness designation does not allow for alpine skiing using mechanized lifts or vehicles. However, Kenney Williams noted that tourism is the state’s second-largest industry and that wilderness areas are vital for non-mechanized recreation such as hunting, fishing, hiking and Nordic skiing — all of which are big economic drivers for local communities.

“So we are proud to support this effort that strikes this unique and important balance of being able to offer thoughtfully developed recreation opportunities at our ski areas and the conservation of wilderness,” she added.

Mountain biking is not permitted in most wilderness areas, but the special Tenmile Recreation Management Area would protect a huge swatch of public land for off-road cycling.

“This proposal has gained widespread support because it was shaped by multiple user groups,” said Jamie Malin, president of the Vail Valley Mountain Bike Association. “It preserves access and keeps critical corridors open to traditional users.”

Malin joined Breckenridge Mayor John Warner in praising the process that Polis used to get to this point.

“Protecting our mountains and our backyard is essential to Breckenridge’s appeal to tourists, our residents and our economy,” Warner said. “We hope [Bennet] and Rep. Polis will work hard to make this proposal a reality in the current Congress, knowing they have community support behind them.”

Bennet, a Democrat, told the gathering on Wednesday that wilderness designation should not be a partisan issue and was confident he’d be able to get bipartisan support for his bill in the Republican-controlled Senate.

Polis did not attend Wednesday’s event but was in Breckenridge recently to tout the proposal, most of which falls in his sprawling 2nd Congressional District. Polis earlier this month toured the Breckenridge Outdoor Education Center and held town hall meetings in Eagle and Summit counties.

In other wilderness news, Denver Democrat Diana DeGette once again introduced her Colorado Wilderness Act in the House earlier this month. She has been trying to pass a version of this far more sweeping legislation since 1999, and the latest proposal would protect 32 separate areas consisting of more than 715,000 acres.

Polis tours Summit County with Arizona congressman to raise support for wilderness bill

Alli Langley

alangley@summitdaily.com

May 8, 2015

U.S. Reps. Jared Polis (CO-02) and Raul Grijalva (AZ-03), the top Democrat on the House Natural Resource Committee, toured Summit County Thursday, May 7, to look at proposed wilderness and special management areas in the White River National Forest.



From left, Conservation Colorado wilderness advocate Scott Braden talks with U.S. Rep. Jared Polis (CO-02), U.S. Rep. Raul Grijalva (AZ-03) and Wilderness Society representative Scott Miller about a proposed special management area from the Sapphire Point overlook above Dillon Reservoir on Thursday, May 7, 2015

Driving west, they stopped at Loveland Pass, Sapphire Point and Officers Gulch, and Conservation Colorado wilderness advocate Scott Braden showed Grijalva which mountains and forests he saw would be included in the bill Polis will reintroduce later this month.

The representatives also participated in a lunchtime roundtable discussion in Vail with about 30 local elected officials, large and small business owners, water suppliers and wilderness advocates who worked with Polis to craft the bill, so Grijalva could hear from locals about why they support the wilderness protections in Polis' bill.

"Our bill would ensure that our public lands, which drive this economy, are preserved and protected for generations to enjoy," Polis said. "We're thrilled Rep. Grijalva got to see these areas first-hand and hear directly from those impacted."

The roundtable included Summit County Commissioner Karn Stiegelmeier, Summit Huts Association director Mike Zobbe, Breckenridge Outdoor Education Center director Bruce Fitch, Silverthorne area resident and nature photographer John Fielder, Vail Resorts vice president of natural resources and conservation Rick Cables, longtime High Country resident and business owner Dave Gorsuch.

Several people expressed concerns about energy development, and some suggested Polis convince those opposed to the bill that wilderness is the energy source for the High Country.

SUMMIT DAILY

Garett Reppenhagen, a Park County resident and the Rocky Mountain director of the Vet Voice Foundation, spoke about what wilderness meant to him after his military service.

“When I came home that’s where I went. I went out into the wilderness, and that’s where I found healing,” he said. “If we don’t have those for our kids and future generations then what the hell did I fight for?”

Grijalva, whose influence on the Natural Resources Committee could help move the bill to a House vote, said he was impressed by the bill’s broad local support.

“We’re going to make this a priority. It’s a well-done piece of legislation, and I was glad to see it first-hand,” Grijalva said. “This is a precedence setter.”

The bill would protect 58,000 acres of wilderness lands in Summit County and eastern Eagle County and create new wilderness areas in the Tenmile Range, Hoosier Ridge and Williams Fork Mountains as well as expand the existing Eagles Nest, Ptarmigan Peak and Holy Cross wilderness areas.

The plan also would create an 11,500-acre Recreation Management Area in the Tenmile Range near Frisco and Breckenridge that would be managed like a wilderness areas but would allow mountain biking.

The proposal was drafted in partnership with local stakeholders so that it maintains existing recreational uses and accounts for future improvements local communities valued. With his new seat on the House Natural Resources Committee and Grijalva’s engagement, Polis said he is optimistic about moving the bill through Congress this session.

For more information about the bill, which Polis is working to retitle through a naming contest, visit polis.house.gov/wilderness.

Vets hike Hoosier Pass for wilderness

Alli Langley - alangley@summitdaily.com

July 23, 2015

<http://www.summitdaily.com/news/17397139-113/vets-hike-hoosier-pass-for-wilderness>

Veterans and their families are invited to explore the newly proposed Continental Divide Wilderness Area with Garrett Reppenhagen of the Vet Voice Foundation.

The group will meet atop Hoosier Pass at 9 a.m. on Saturday, July 25, for a moderate, 5-mile loop hike starting just below treeline and rising to about 13,000 feet.

The ridgeline hike will offer participants views of areas proposed for federal wilderness protection by U.S. Rep. Jared Polis. Polis' mountain representative Nissa Erickson will join to help hikers learn more about the conservation effort.

Participants will meet by the Continental Divide sign at the Hoosier Pass parking lot 11 miles south of Breckenridge on Highway 9. They should bring water, lunch/snacks and sunscreen and be prepared for potentially cold and wet weather. Children who are capable hikers are welcome, but dogs should be left at home.

RSVP to Garrett Reppenhagen, U.S. Army 1st Infantry Division OIF veteran and Vet Voice Foundation Rocky Mountain West coordinator, at 719-235-7030, or REPP@vetvoicefoundation.org.

Continuing Colorado's legacy of conservation

Rep. Jared Polis – Valley Voices Opinion Column

July 1, 2015

Those who live here know that the sunrise from atop Quandary Peak, the alpenglow of the Gore Range and mountain valleys flush with Columbine are at the core of Colorado's character. Coloradans and tourists alike flock to our mountains and open spaces to ski, hike, mountain bike, hunt and fish, among many other activities. In the process, they add billions to our state economy each year. It's important that we sustain this natural resource and economic driver.

Generations of Coloradans have understood this. Beginning with the Wilderness Act in 1965 to the Colorado Wilderness Act of 1993, and most recently, the hard fought victory to designate Browns Canyon as a national monument and to protect the Hermosa Creek Watershed, Coloradans have united behind preserving our state's iconic beauty, wildlife and recreational resources.

We're continuing that legacy today. Earlier this year, I introduced a bill that designates 40,000 acres of pristine peaks and surrounding valleys as wilderness, and another 18,000 for management as recreational zones. These areas that stretch along the Continental Divide in Summit and Eagle counties are the iconic playground of our state. This Continental Divide Wilderness and Recreation Act — named by a constituent in our first-ever Name Your Own Bill contest — would make certain that we are protecting the breathtaking spaces that add billions to our state and local economies each year and help form the core of our Colorado identity.



Specifically, the proposal would ensure access and enhance opportunities to the world-class hunting, fishing and backcountry snow sports Colorado is famous for by creating new wilderness areas within the White River National Forest, such as the Williams Fork Mountains, Tenmile Range and Hoosier Ridge, and by expanding the existing Holy Cross, Eagles Nest and Ptarmigan Peak wilderness areas. The plan would also protect and expand access to bike trails by designating nearly 18,000 acres across Tenmile and Porcupine Gulch as Special Management Zones.

To put this into perspective, the White River National Forest — one of the most popular national forests in the country — attracts millions of visitors per year. This is the lifeblood of our economy. From equipment rentals to resort staff, tourism and outdoor recreation generates over \$13 billion in consumer spending and creates over 125,000 jobs statewide. In 2013 alone, Colorado received \$994 million just from the state and local taxes on outdoor recreation spending.

Equally important are the wildlife, watersheds and unique ecosystems this legislation would protect. These lands are home to a wide range of protected species and house some of our most treasured

resources.

VAIL DAILY

Carefully crafted over six years with input from dozens of stakeholder groups — including Vail Resorts, the Outdoor Industry Association, the International Mountain Biking Association, Colorado Springs Utilities, the Colorado Backcountry Hunters and Fishermen, Conservation Colorado and affected municipalities, small businesses and utility providers — the Continental Divide bill reflects the same spirit of grassroots collaboration that helped Browns Canyon and Hermosa Creek finally achieve federal protections last year. It's a bill everyone can get behind.

Getting Congress to act on Colorado's commitment to protect its public lands is the hard part. But the victories in Browns Canyon and Hermosa Creek are evidence that patience and persistence pay off.

That's why last month, I invited Rep. Raul Grijalva, the top Democrat on the House Natural Resources Committee, to tour these iconic landscapes first-hand and hear from locals about the importance of protecting these proposed wilderness and recreation areas. The area's beauty combined with the overwhelming local support for the bill made a lasting impression on my colleague, who indicated his commitment to making this project a priority.

With Grijalva's support and my new seat on the House Natural Resources Committee, I'm optimistic that we can move this bill forward this Congress. The varied and vocal support for this bill reflects Colorado's commitment to preserving its open spaces; passing this bill and protecting Colorado's Continental Divide is the next step.

U.S. Rep. Jared Polis represents Congressional District 2, which includes the eastern part of Eagle County.

Continuing Colorado's legacy of conservation

Rep. Jared Polis – Guest Opinion

June 30, 2015

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Coloradans and tourists alike flock to our mountains and open spaces to ski, hike, mountain bike, hunt, and fish, among many other activities. In the process, they add billions to our state economy each year.

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Ski-Hi News

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Rep. Jared Polis represents Colorado's 2nd Congressional District in the U.S. House of Representatives.



Guest Columnist

Polis: Continuing Colorado's legacy of conservation

<http://www.coloradostatesman.com/content/995801-polis-continuing-colorado%3Fs-legacy-conservation>

6/19/2015

By Rep. Jared Polis, UNITED STATES HOUSE OF REPRESENTATIVES

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The Colorado Statesman

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Rep. Jared Polis, a Democrat, represents Colorado's 2nd Congressional District. He lives in Boulder.

FIGHTING FOR OUR NATURAL HERITAGE

Garrett Reppenhagen – Valley Voices – Opinion Column

May 28, 2015

You could say that serving my country is in my blood. As a third generation veteran, I always knew that I would follow in the footsteps of my father and grandfather. You could also say that speaking out for the causes I believe in is also in my blood. Because with military service comes a deep love and respect for our country, and all that makes her great.

A big part of what makes America so special is our public lands. They are our natural heritage — an iconic patchwork of beauty dotting the country from coast to coast. They are lands that serve as home for wildlife, a recreation haven and an economic powerhouse. Our lands and waters are also a place where veterans can go to find strength and healing after coming home from tours overseas.

Recently, Rep. Jared Polis introduced legislation to safeguard roughly 58,000 acres of public land in Eagle and Summit counties. The Continental Divide Wilderness and Recreation Act came after years of hard work and cooperation from different stakeholders including mountain bikers and snowmobilers, hunters and anglers, local elected officials and small business owners, and veterans like me.

The legislation will protect key watersheds which provide drinking water for local communities along the Front Range. It will also safeguard local streams and blue-ribbon trout fishing opportunities. And it will preserve healthy wildlife habitat by limiting road building, new mines and other development that would degrade watershed values. Speaking of wildlife, these areas are home to black bear, elk, mule deer, bighorn sheep, moose, lynx and wild turkey.

People come to the central Rocky Mountains to hike, camp, ski, kayak, raft, hunt, fish, mountain bike, horseback ride, ATV and snowmobile. Those adventures translate into big business for the outdoor recreation and tourism industries and the hotels, restaurants and grocery stores that support the visitors. Across Colorado, these activities generate \$13.2 billion in consumer spending and are responsible for 125,000 jobs that pay \$4.2 billion in salaries and wages.

It seems like everyone has their reasons for wanting to safeguard these natural treasures for future generations. For me, it is because that is where veterans like me go to be with family and friends and heal from the traumas of war. These are the places where we reconnect with our

loved ones and learn how to be civilians again. It is where we go to be with other veterans to share our experiences and leave them behind.

VAIL DAILY

A 2013 poll by Vet Voice Foundation found that over 70 percent of Colorado veterans support protecting public lands like the ones in Eagle and Summit counties so future generations can enjoy all that these lands have to offer.

I want to thank Rep. Polis for his leadership on protecting public lands and introducing the Continental Divide Wilderness and Recreation Act, and I hope Congress listens to our voices and moves this legislation forward. Fighting for our country does not always end when we come home. For me it means now fighting for our shared natural heritage.

Garett Reppenhagen is a veteran of Operation Iraqi Freedom. He lives in Denver.

Polis introduces new wilderness bill with Colorado impacts

STAFF REPORT – MAY 26, 2015

WASHINGTON, D.C. — Representative Jared Polis, a Boulder Democrat whose district includes the eastern third of Eagle County, has introduced a bill to preserve 58,000 acres of wilderness and recreation lands in Summit and eastern Eagle counties.

Crafted with input from groups including The Wilderness Society, Vail Resorts, the Outdoor Industry Association, the International Mountain Biking Association, Conservation Colorado and affected municipalities and businesses, the Continental Divide Wilderness and Recreation Act will help sustain recreational resources, protect watersheds, preserve important wildfire corridors and strengthen

Colorado's tourism economy.

'PRESERVED FOR FUTURE GENERATIONS'

"The areas that stretch along the Continental Divide in Summit and Eagle counties are the iconic playground of our state," Polis said. "They are where Coloradans and out-of-state tourists alike go to ski, hike, mountain bike, hunt and fish, among many other activities, and this bill will ensure they are preserved for future generations to enjoy."

Specifically, the proposal would create new wilderness areas in the Williams Fork Mountains, Tenmile Range and Hoosier Ridge, as well as expand the existing Holy Cross, Eagles Nest and Ptarmigan Peak wilderness areas.

The plan also would enhance outdoor recreation opportunities including fishing, hunting, biking and backcountry snow sports by creating an 11,500-acre Recreation Management Area within the Tenmile Range. The proposal was drafted through a collaborative process with local stakeholders that not only maintained existing recreational uses, but also incorporated community values by accounting for future improvements.

Also earlier this month, Polis hosted the top Democrat on the Natural Resources Committee, Rep. Raul Grijalva of Arizona, so he could tour the proposed protection areas first-hand and hear from local leaders about the importance of the bill. During that meeting, Grijalva called the bill a precedent-setter, saying, "The broad local support and buy-in behind this bill is incredibly impressive. We're going to make this a priority."

With his new seat on the House Natural Resources Committee and Grijalva's engagement on the issue,

Polis is optimistic about moving the bill through Congress this session. A map of the proposal is available on Polis' website at www.polis.house.gov.

IMBA

Continental Divide Recreation and Wilderness Bill Receives Local Applause from Diverse Constituency

For Immediate Release 5/21/2015

Contacts:

Jason Bertolacci, IMBA, 303-956-9099

Scott Braden, Conservation Colorado, 720-530-7473

Breckenridge, CO (May 21, 2015) – A coalition of outdoor recreationists, sportsmen, small business owners, local elected officials, and conservationists today applauded a bill to protect Colorado’s central Rocky Mountains. Congressman Jared Polis’ introduction of the Continental Divide Wilderness and Recreation Act would safeguard roughly 60,000 acres of land through wilderness and other designations in Eagle and Summit counties. The areas serve as popular recreation destinations, critical habitat for wildlife, and sources of clean water.

The name Continental Divide Wilderness and Recreation Act was chosen during a two-week long contest, in which roughly 200 Coloradans suggested titles that would honor this recreation and wildlife haven to the west of Denver. The contest reflected the “for Coloradans by Coloradans” nature of the proposal.



Rep. Jared Polis visited IMBA's office recently to discuss his land protection plans.

“For years, people have been coming together to safeguard this portion of the Rocky Mountains—the backbone of our local economy,” said Dan Gibbs, a Summit County Commissioner. “In addition to our thriving outdoor recreation and tourism economy, people choose to live here because of our incredible backyard.”

Over the past five years, local community members have been working to protect this area of Colorado’s Continental Divide. The legislation would add new areas to the Ptarmigan Peak, Holy Cross, and Eagles Nest wilderness areas as well as establish three new wilderness areas: Hoosier Ridge, Tenmile, and Williams Fork in addition to the Porcupine Gulch Protection Area.

The legislation also includes the Tenmile Recreation Management Area, which would protect important lands and trails for mountain biking and other recreation uses. “Like hikers, skiers, hunters and anglers, mountain bikers have come to love and respect these lands through exploration and adventure. We

IMBA

recognize the need to protect both the ecological resources of the land and the dependent local recreation economies. Congressman Polis' bill represents a welcomed evolution of land protection using a variety of tools to maximize protection while retaining quality trail access," said Jason Bertolacci, International Mountain Bicycling Association's Colorado/Wyoming Regional Director.

Preserving Colorado's Continental Divide will safeguard sportsmen's time-tested backcountry traditions, and secure access for world-class hunting and fishing. The Continental Divide Wilderness and Recreation Act would protect ecologically important mid-elevation areas that provide vital wildlife habitat to black bear, elk, mule deer, bighorn sheep, moose, lynx, and wild turkey.

Garett Reppenhagen, a U.S. Army Kosovo and Iraq War veteran said, "I fought to protect all that makes our nation great, and that includes the public lands that belong to every American. I want to salute Rep. Jared Polis for his leadership in safeguarding our natural heritage, and look forward to Senator Michael Bennet introducing a Senate companion."

People come to Colorado's central Rocky Mountains to hike, camp, ski, kayak, raft, hunt, fish, mountain bike, horseback ride, ATV, and snowmobile. Outdoor recreation is critical to Colorado's economy. It generates \$13.2 billion in consumer spending and is responsible for 125,000 jobs that pay \$4.2 billion in salaries and wages. The Continental Divide Wilderness and Recreation Act would play an important role in maintaining and contributing to this important part of our state's economy.

"Protected public lands help provide clean water and safeguard such lands from future development," said Joe Macy, Eagle County Resident and Fishing Guide. "Clean water is essential for the healthy fisheries that our guests from all over need to enjoy the outdoors." Over a dozen stakeholder groups have submitted letters to Rep. Polis in support of safeguarding Colorado's Continental Divide. The coalition looks forward to working with Rep. Jared Polis and Senators Michael Bennet and Cory Gardner in safeguarding the areas that would be protected by the Continental Divide Wilderness and Recreation Act.

Rep. Polis introduces Continental Divide Wilderness and Recreation Act

Alli Langley - alangley@summitdaily.com

May 21, 2015

<http://www.summitdaily.com/news/16440339-113/rep-polis-introduces-continental-divide-wilderness-and-recreation>

Rep. Jared Polis (CO-02) introduced a bill Thursday, May 21, to preserve 58,000 acres of wilderness and recreation lands in Summit and eastern Eagle counties.

Crafted with input from dozens of stakeholder groups, including The Wilderness Society, Vail Resorts, the Outdoor Industry Association, the International Mountain Biking Association, Conservation Colorado, and affected municipalities and businesses, the Continental Divide Wilderness and Recreation Act aims to help sustain recreational resources, protect watersheds, preserve wildfire corridors and tourism economy.

The proposal would create new wilderness areas in the Tenmile Range, Williams Fork Mountains and Hoosier Ridge, as well as expand the existing Eagles Nest and Ptarmigan Peak and Holy Cross Wilderness Areas.

The plan also would enhance outdoor recreation opportunities such as fishing, hunting, biking and backcountry snowsports by creating an 11,500-acre Recreation Management Area within the Tenmile Range. The proposal was drafted through a collaborative process with local stakeholders that not only maintained existing recreational uses but also incorporated community values by accounting for future improvements.

Earlier this month, Polis hosted the top Democrat on the Natural Resources Committee, Rep. Raul Grijalva (AZ-03), so he could tour the proposed protection areas and hear from local leaders about the importance of the bill.

With his new seat on the House Natural Resources Committee and Grijalva's is optimistic about moving the bill through Congress this session.

For a map of the proposal, visit <http://polis.house.gov/wilderness>.

Polis to introduce Continental Divide wilderness bill

Associated Press, news source

8:52 a.m. MDT May 21, 2015

DENVER (AP) - Conservation groups hope their latest attempt to designate 90-square-miles in the heart of Colorado ski country as wilderness will have better luck now that Rep. Jared Polis has a seat on the House Natural Resources Committee.

The Colorado Democrat plans to introduce the Continental Divide Wilderness Area and Recreation bill Thursday, and Polis' new committee will have a key role in the decision.

The bill would expand some existing wilderness areas and create new ones on land bordering the Continental Divide in Summit and eastern Eagle counties.

The name of the bill was picked after a public contest with nearly 200 submissions. The winner was Bob Waters of Boulder.



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Photo: Doug Pensinger, Getty Images

Polis To Introduce Continental Divide Wilderness Bill

May 21, 2015 10:05 AM

<http://denver.cbslocal.com/2015/05/21/polis-to-introduce-continental-divide-wilderness-bill/>

DENVER (AP) – Conservation groups hope their latest attempt to designate 90 square miles in the heart of Colorado ski country as wilderness will have better luck now that Rep. Jared Polis has a seat on the House Natural Resources Committee.

The Colorado Democrat introduced the Continental Divide Wilderness Area and Recreation bill Thursday, and Polis' new committee will have a key role in the decision.

The bill would expand some existing wilderness areas and create new ones on land bordering the Continental Divide in Summit and eastern Eagle counties.

Polis said the measure has the backing of businesses in the Summit and Eagle counties, including ski resorts.

"They want to make sure some of the special spaces along the Continental Divide ... are protected," Polis said Thursday.

He said the designation also has the backing of the Climax molybdenum mine near Leadville, which owns some mineral rights near the area.

The proposal would create new wilderness areas in the Williams Fork Mountains, Tenmile Range and Hoosier Ridge, as well as expand the existing Holy Cross, Eagles Nest and Ptarmigan Peak Wilderness Areas.

A hearing on the designation has not been scheduled.

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published, broadcast, rewritten or redistributed.)

Congressmen laud local support for bill

Scott N. Miller

smiller@vaildaily.com

May 7, 2015

<http://www.vaildaily.com/news/16240828-113/>

This story has been corrected. The Eagle River Water and Sanitation District Board of Directors has not endorsed the Polis wilderness bill. The board has not taken an official position on the proposed legislation.

VAIL — An effort to expand local wilderness areas has been bubbling for years. A new bill, with relatively modest goals, will be introduced this year. That bill apparently now has a powerful ally in Washington, D.C.

Rep. Jared Polis, a Boulder Democrat whose district includes roughly the eastern third of the Vail Valley, hosted a look-around at some of the areas proposed for protection on Thursday. The bill in Eagle County would add roughly 40,000 acres to the Eagles Nest and Holy Cross wilderness areas. It would also set aside roughly 10,000 acres for special management, meaning uses would be restricted.

In addition to a familiar cadre of state and local advocates, Thursday's tour also included Rep. Raul Grijalva, D-Ariz. Grijalva is the ranking member of the House Natural Resources Committee. In Congress-speak, "ranking member" means Grijalva is the most senior Democrat on the committee. Republicans currently hold a majority in the House of Representatives, which means members of that party hold all committee chairmanships.

Still, Grijalva has some influence in the Capitol. And, after a tour that started at the Loveland ski area and ended in a meeting room in Vail, Grijalva said he was impressed with what he'd seen and heard.

Local Participation

Polis' bill "meets the template for a bipartisan bill," Grijalva said. A big part of that template is the level of local participation in drafting the bill.

The latest version of the Polis bill has support from the groups and individuals you'd expect — The Wilderness Society, Conservation Colorado and photographer John Fielder, among others.

Fielder and representatives from those groups praised the idea of

VAIL DAILY

The bill has also earned support the town of Vail, Eagle County and other local governments. But the Vail Valley Mountain Bike Association also supports the proposal.

“We appreciated working with your staff,” said Diane Johnson, the communications and public affairs officer for the Eagle River Water and Sanitation District. While the district board has not yet taken an official position on the bill, the district during the past couple of years has asked for, and received, several boundary changes in the bill. District officials said those changes were needed to help ensure they were able to properly maintain and improve facilities that bring water out of the forests surrounding the Vail area.

Polis’ staff was also praised for working to ensure Colorado Springs Utilities would also be able to maintain the facilities it has in Eagle County — that city uses much of the water from Homestake Reservoir.

‘Spectrum of Recreation’

Vail Resorts also supports the bill.

Rick Cables, vice president of natural resources and conservation at Vail Resorts Management Co., acknowledged that the resort company uses public lands in a very different way from wilderness preservation.

But nearby wilderness offers guests a “spectrum of recreation,” Cables said.

Scott Braden of Conservation Colorado said working with cyclists, water districts and others resulted in “dozens of changes” to the boundaries of the proposed wilderness expansion areas.

Supporters said they’re also happy with the work done on the bill, and encouraged action in Congress.

Garrett Reppenhagen is the Rocky Mountain director of the Vet Voice Foundation, a nonprofit veterans’ advocacy group.

Reppenhagen told the group about a time in Afghanistan when a group of soldiers and others gathered for a movie. The national anthem played before the main feature, and Reppenhagen said the images were all of the country’s natural areas.

‘Place of Healing’

“That’s what spurred our pride,” Reppenhagen said, adding that wilderness can be a “place of healing” for veterans.

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After about an hour of listening, Grijalva said he believes the proper elements are in place to bring a bill forward and get it passed. He said he and Polis would start putting together support for the bill when they return to the Capitol.

“We want a priority on this,” he said.

Making the bill a priority could mean that more committee members come for a visit.

“Once you see it, the commitment is a little stronger,” Grijalva said. “This is a tiny, well-done piece of legislation. We’ll strategize on where it needs to go next.”

Polis told the group he hoped the bill can be passed this year. But, he added, he’ll keep working to get it passed.

Vail Daily

Vail Daily letter: A great proposal

September 8, 2014

Letter to the Editor by Keith Minnick

What great news to hear of the Vail Town Council's unanimous support of the wilderness protection plan that Rep. Jared Polis has introduced!

Their support is expressed in Resolution 22, which was introduced by Town Council member Margaret Rogers.

Coincidentally, the success of the board's resolution came just on the eve of the commemoration of the passage of America's Wilderness Act 50 years ago, in September of 1964.

Regarding the current bill introduced by Rep. Polis: Its benefits to Colorado are too numerous to describe here. A few of the major benefits, however, include preserving the natural beauty of wildlands and the natural, practical purposes these lands serve for a healthy ecosystem; the quality of life for all of us; and a huge sustenance of our economy.

Our great blessings of unspoiled landscapes are too precious to lose and vital to preserve. In this effort, the

value of the Rocky Mountain Recreation and Wilderness Preservation Act is immeasurable.

Having grown up in the Eagle River Valley, witnessing the increasing vulnerability of our natural environment and our quality of life, it's reassuring when I see the sustaining steps made by residents who care about our home. Eagle County citizen Susie Kincaid (and other diligent supporters) has worked tirelessly for decades in the effort to make such steps of progress, to better our community and its environment. With gratitude toward the Town Board, Susie recently noted "their foresight and support," among many other things, and she applauded "the provision in the resolution that mentions the importance of a healthy watershed."

From many, many citizens to the Vail Town Council to Rep. Polis, and to the countless individuals who have worked for this vital cause: Thank you very much!

*Keith Minnick
Edwards*

<http://www.vaildaily.com/opinion/12942138-113/town-council-introduced-natural>



Why I call Colorado home

August 30, 2014

Op-Ed by Josh Lautenberg

When I was a kid, I never thought that I would end up in Colorado. I always assumed that I would follow the "family business" into politics. But there was something about the state that drew me in. Perhaps it was our towering mountains chock-full of hiking and backpacking, skiing and mountain biking, and paddling and camping. Perhaps it was how people here are truly connected to the land and water. Or perhaps it was because of the fresh air and clean water.

The reasons why I was drawn to Colorado are the same reasons why I was happy to see U.S. Rep. Jared Polis, D-2nd CD, introduce legislation to safeguard the Central Mountains for future generations to enjoy. The Rocky Mountain Recreation and Wilderness Preservation Act would protect roughly 60,000 acres of lands and waters in Summit and Eagle counties as wilderness and recreation areas.

The legislation will ensure that our way of life will be forever preserved. For me, that is skiing on our mountain majesties, first as a newcomer to Colorado, then as a competitor and instructor, and now as a father with my children. It is also hunting and fishing for the abundant wildlife that call the Central Mountains home. And it is enjoying all that our great outdoors have to offer during the summer months - hiking, paddling, camping, escaping to a place of solitude, or mountain biking, and dirt biking. All of these incredible outdoor recreation opportunities are why I call Colorado home.

And it ultimately became more than just a way of life, but also my livelihood. More and more people are moving to Colorado for the same reasons I did almost 25 years ago. People are choosing to live closer to protected public lands.

They want to be near clean air and water, wild places, and beautiful scenery. While I personally have seen people choosing to move here, the proof is in the pudding. A recent study from Headwaters Economics found that western states employment grew by 152

percent near protected areas. Additionally, jobs in counties near protected public lands increased 345 percent over the last 40 years.

Wilderness is one of our country's greatest assets. It provides unparalleled protection for clean water, healthy air, and wildlife habitat. In fact, this September marks the 50th anniversary of the Wilderness Act, a law that was intended to set aside our country's wildest places for future generations.

Of the 60,000 acres, Rep. Polis' legislation would safeguard over 40,000 acres as wilderness and more than 16,000 acres as recreation management areas. The legislation would add wilderness to the Holy Cross, Eagles Nest and Plamigan Ridge wilderness areas, and would create the Williams Fork Mountains, Tennile Range, and Hoosier Ridge wilderness areas.

The Rocky Mountain Recreation and Wilderness Preservation Act would also boost recreation opportunities by creating the Tennile Recreation Management Area, already a recreation haven for mountain bikers and skiers. Outdoor recreation is a booming industry in Colorado, generating \$13.2 billion annually in consumer spending and responsible for 125,000 jobs that pay \$4.2 billion in salaries and wages.

Protecting the Central Mountains is good for our economy and our way of life. And Rep. Polis' legislation is an important part of the puzzle to completing the Central Mountains Outdoor Heritage Proposal, a community-crafted vision in concert with Sen. Mark Udall to conserve wilderness in the White River National Forest for future generations.

In the spirit of the 50th anniversary of the Wilderness Act, we are celebrating this bedrock law by looking forward to protecting our natural legacy for future generations to enjoy.

Josh Lautenberg lives in Vail.

http://www.dailycamera.com/guest-opinions/ci_26433441/why-i-call-colorado-home

Vail Daily

Rep. Polis announces wilderness expansion bill in Breckenridge

August 24, 2014

Article by Alli Langley

Also ran in the *Summit Daily News*

BRECKENRIDGE — Volunteer wilderness rangers in the high country soon could have thousands of acres more to roam if a new bill passes through Congress.

Friends of the Eagles Nest Wilderness would appreciate that, said Currie Craven, board chairman of the nonprofit. The organization has about 50 volunteers who help the Forest Service in the Eagles Nest and Ptarmigan Peak wildernesses in Summit County and the Holy Cross Wilderness in Eagle County.

U.S. Rep. Jared Polis, D-Boulder, came to Breckenridge on Sunday and announced the introduction of a conservation bill that would designate 60,000 acres of national forest land in Summit and Eagle counties with federal wilderness and recreation area protections.

"This proposal will benefit wildlife, strengthen our local businesses and economy and protect our beautiful wilderness in order to ensure it can be enjoyed by generations to come," he said. "We're going to continue to work until we pass this ball into law."

The Rocky Mountain Recreation and Wilderness Preservation Act would designate 40,000 acres of new wilderness and expansions to existing wilderness areas including the Eagles Nest and Holy Cross wildernesses.

Sen. Mark Udall is reviewing public comments, making adjustments and crafting legislation that closely resembles Polis' bill but adds Pitkin County. Udall is expected to introduce it in early 2015.

According to Conservation Colorado, the bill is a critical step toward a larger Central Mountain region effort to protect 250,000 acres in and around the White River National Forest, the most highly visited national forest in the country.

DITCHING AN OLD NAME

Conservationists have been promoting similar legislation, formerly known as the Hidden Gems Wilderness Proposal, for at least eight years.

In 2010, advocates formally proposed 244,000 acres of new wilderness designation in Summit and Eagle counties after about four years of study, vetting and deliberation.

That proposal [sought wilderness designation for about 43,000 acres of federal land in Summit County](#) and for 379,000 total acres in Summit, Eagle, Pitkin and Gunnison counties combined.

Advocates argued the plan would provide much-needed protections to mid-elevation habitats in Colorado, since much of the state's existing wilderness land is high-altitude rock and ice.

Between 2006 and 2010, [Hidden Gems went through 86 drafts and proponents removed more than 97,000 acres.](#)

The movement gained momentum when Polis and Udall jumped on board with parallel bills in the U.S. House and Senate.

Polis unsuccessfully pushed the Eagle and Summit County Wilderness Act in 2010 [and 2011](#) and faced local criticism from mountain bikers and [snowmobilers worried about losing access to favorite trails](#), as motorized recreation is prohibited in federally designated wilderness areas.

Some opposition also came from those charged with protecting communities from wildfire.

For the past two years, Polis has worked with local governments, water providers, land managers, constituents and conservation and recreation organizations to address comments and concerns.

That collaborative process led to a recreation- and conservation-oriented bill, reflected in the proposal's new name. The bill would not close any motorized routes or access points currently open to public use.

Instead, some areas would be labeled with "companion designations," meaning they are wilderness buffers in which motorized recreation and resource extraction

would be prohibited but mountain biking and fire-protection work would be allowed.

Though companion designations were part of Polis' original legislation, the areas named have been clarified and boundaries adjusted in response to feedback.

This latest bill would designate about 40,000 acres of new wilderness and more than 10,000 acres of recreation management areas in Summit and Eagle counties.

INCLUDING THE RIDERS

New to the proposal this year is the Tenmile Recreation Management Area, which would be divided into two parts, with one stretching southwest from Frisco and the other spreading south of Breckenridge Ski Resort.

Aaron Clark, conservation manager with the International Mountain Biking Association in Boulder, said he was excited about the Tenmile Recreation Area and proud of the work that has gone into carefully crafting its boundaries.

He called the proposed area a great example of bringing the qualities aspired to in wilderness together with other recreational uses.

According to the Outdoor Industry Association, headquartered in Boulder, outdoor recreation in Colorado generates \$13.2 billion in consumer spending and is responsible for 125,000 jobs that pay \$4.2 billion in salaries and wages.

A-Basin COO Alan Henceroth said he was particularly excited about the wilderness designation around Porcupine Gulch between A-Basin and Keystone Resort.

One of the proposed wilderness areas at Hoosier Ridge is home to a plant variety that researchers say is found almost nowhere else on earth, said Craven, with Friends of the Eagles Nest Wilderness.

People sometimes snowmobile there, he said, threatening the plant, and the wilderness designation

could educate people about the importance of preserving the area. He added that snowmobilers could still enjoy riding on trails on both sides of Hoosier Pass, and he applauded Polis' inclusion of snowmobilers' wishes when he excluded Elliot Ridge in Eagles Nest Wilderness in this bill.

Snowmobilers and bikers sometimes ride on public lands where they're not allowed, said Summit County Commissioner Kam Stiegelmeier, but the bill wouldn't close any trails or areas designated for motorized use to those users.

Some people will always be philosophically opposed to the idea of wilderness, she added, but people should know these public lands are for the enjoyment and benefit of everyone.

LOCAL SUPPORT BUT HURDLES IN D.C.

How do you put a dollar number on clean air and water?

A report prepared by Wild Connections, a Colorado conservation nonprofit, quantified the ecosystem services each acre of wilderness provides in terms of water and air purification, and the 60,000 acres proposed in this bill would amount to nearly \$10.5 million.

After years of discussions, the latest version of the proposal seems to have broad public support, said Scott Braden, wilderness advocate with Conservation Colorado.

His colleague Susie Kincade lamented that a new wilderness area hasn't been designated in Colorado since the Dominguez Canyon Wilderness in 2009, despite efforts like Polis' and historically bipartisan support.

"The sad part about that is, as these bills languish in Congress, the lands are disappearing," she said. "Once they're gone, they're gone."

For more information about Polis' bill, including detailed maps of the proposed areas, visit www.polis.house.gov/wilderness.

<http://www.vaildaily.com/news/12739998-113/wilderness-bill-polis-acres>



620 Main St., P.O. Box 280
Frisco, Colorado 80443-0280
Office: (970) 668-0176
FAX: (970) 668-3757
E-MAIL: freds@friscolawyers.com
www.friscolawyers.com

RICHMOND SPROUSE, LLC
Attorneys at Law

Mark Richmond
Frederick V. Sprouse
Wilton Anderson

May 16, 2018
HAND DELIVERY

Dear members of the Frisco Town Council,

As business owners in this wonderful community, we ask for your support in the effort to protect the Continental Divide landscape in Summit County. From pristine watersheds to world-class hiking and mountain biking, to the training grounds for the 10th Mountain Division, we urgently need to sustain this landscape that is so important to our local economy, the success of our businesses, and the well-being of our employees and community. We ask that the Council endorse the Continental Divide Recreation, Wilderness and Camp Hale Legacy Act sponsored by Senator Michael Bennet and Representative Jared Polis.

In particular, the Tenmile Recreation Management Area would provide both economic benefit and focused management towards continuing to develop a sustainable trail-based recreation system adjacent to the Town of Frisco. It will help Frisco to partner with the Forest Service as Frisco seeks to implement its Trails Master Plan.

Outdoor recreation in Colorado annually generates \$28 billion in consumer spending, supports 229,000 jobs, and pays \$9.7 billion in direct wages and salaries. In Summit and Eagle Counties, recreation generates \$1.5 billion in spending. As business owners and residents, we appreciate the careful balance that has been achieved through years of collaboration to identify the most appropriate designations ranging from wilderness and recreation areas to wildlife protection zones and historical sites. Building a modern proposal like this Act takes work to address interests of ski resort operators, department of transportation, local utilities, veterans, and even U.S. military contractors. It's been important to local residents and visitors that all voices have been heard to ensure the diverse recreational access for hunting and fishing and trails for mountain biking are all preserved along with the most ecologically sensitive areas critical for the health of our environment.

Protecting these natural assets and planning for a sustainable recreation future will help Frisco remain a place where people want to live and where businesses thrive. We ask that you support the Continental Divide Recreation, Wilderness and Camp Hale Legacy Act, and lend your voice to protect these lands in Eagle and Summit Counties for all Americans and all posterity.

Yours very truly,

RICHMOND-SPROUSE, LLC

Attorneys at Law

By: Frederick V. Sprouse, for Mark Richmond
and the firm

Town of Frisco
Letterhead with Emblem

The Honorable Jared Polis
The Honorable Michael Bennet
The Honorable Cory Gardner

RE: The Continental Divide Recreation Wilderness and Camp Hale Legacy Act

Dear Senators Bennet, Gardner and Congressman Polis,

Thank you for your continued efforts to protect our public lands here in Frisco, Summit County and Colorado. These lands contribute significantly to our quality of life for our citizens and visitors alike. We appreciate your efforts to reach out to all stakeholders here in Colorado and develop management policies and objectives while respecting the diverse interests of all stakeholders.

We have reviewed the proposed Continental Divide Recreation Wilderness and Camp Hale Legacy Act and are in support of the new protective measures that overlay existing Federal Lands. Of particular interest to Frisco is the Ten Mile Recreation Management area. We support your efforts to expand and protect these areas for crucial mountain biking as well as water and wildlife habitat.

We look forward to continuing to work with you in building support for this.

Sincerely,

Frisco Town Council



JOINT TOWN COUNCIL AND PLANNING COMMISSION STAFF REPORT

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR, TOWN COUNCIL AND PLANNING COMMISSION

FROM: KATIE KENT, PLANNER

THRU: JOYCE ALLGAIER, COMMUNITY DEVELOPMENT DIRECTOR

RE: OUTDOOR COMMERCIAL ESTABLISHMENTS

DATE: MAY 22, 2018

Summary:

The Community Development Department has initiated an update to the Outdoor Commercial Establishment (OCE) regulations (§180-5.2.4 of the Unified Development Code). Amendments to the OCE regulations are being reviewed at this time for several reasons:

- confirm the goals of the OCE regulations,
- change unclear provisions, improve usability, and
- address citizen concerns regarding the size of mobile vendors and locations permitted.

As part of the update, Staff established a working group consisting of seven (7) citizens who represent businesses throughout the Town of Frisco and a food truck operator. This memo serves as an update of discussions held by the OCE Working Group on March 20, 2018 and Planning Commission work session held on May 3, 2018. The Planning Commission requested a joint work session with Town Council for input and feedback on the ideas being contemplated.

This memo is followed by two (2) attachments to support the discussion:

Attachment 1, Existing Outdoor Commercial Establishment regulations

Attachment 2, "Food Truck Feeding Frenzy: Making Sense of Mobile Food Vending" by Rodney Arroyo, AICP and Jill Bahm, AICP

At the Working Group and Planning Commission work sessions, Staff provided an overview of the existing regulations and highlighted sections which lead to ambiguity and citizen concerns. These include:

Section 5.2.4C, Permitted Uses:

1. *Outdoor commercial establishment permitted uses include and are limited to the following: mobile food vendors, including carts and trucks, mobile vendors of merchandise, sale of merchandise, such as for sidewalk sales and other special events, seasonal farmer's markets and other similar fresh food sales, temporary art and craft fairs and festivals, seasonal holiday sales, and community events.*

2. *Mobile vendors are defined as mobile carts and trucks that are under independent ownership from an established business located within a building in Frisco.*

Section 5.2.4D, Permit Review Criteria:

10. *Mobile Vendors. In addition to meeting all other requirements of this section, mobile vendor structure or equipment must provide for trash disposal and remove trash daily. Mobile vendor structure or equipment may not exceed 100 square feet in area.*

Staff noted that Farmers' Markets and Produces Stands are already defined as uses outlined in Article 5, Uniform Development Code. These should not be included in the OCE discussions.

Section 5.2.2, Farmers' Markets

This use may sell food, food products, arts, and crafts prepared on- or off-site, as long as its principal ingredients or components are grown on-site or within Colorado.

Section 5.2.7, Produce Stands

The majority of products sold at the stand shall have been grown, raised, or produced on the property where the stand is located. Only one stand is permitted on a property.

Regardless of what regulations are established, property owner consent is required. Additionally, applicable regulations from other entities will apply including, but not limited to, Summit Fire, Building Code, Environmental Health, and applicable State permitting.

Uses which would currently be considered under OCEs include:

- Outdoor seating for restaurant (on premise)
- Outdoor display of merchandise (on premise)
- Mobile commercial uses through Town events
- Musicians
- Youth Business Operations
- Tent Sales (off premise)
- Transient Vendors (hot dog cart/ice cream truck)
- Stationary Vendor (parked in one location)
 - Popcorn cart
 - Food truck

The Working Group and Planning Commission agreed that the following uses should be exempt from OCE permitting when the regulations are amended:

- Outdoor seating for restaurant (on premise)
- Mobile commercial uses through Town events
- Musicians (on premise)
- Youth Business Operations (bake sales, lemonade stands)

The Working Group and Planning Commission agreed that Outdoor Display of Merchandise, Transient Vendors, Stationary Vendors and Tent Sales needed further discussion and refined regulations. It was agreed that regulations should differ for these use categories based on where in the Town they may be located. This is because different parts of town have different physical characteristics, traffic patterns, parking options, amount of open space, and "flow". For example, Main Street has little private property in front of buildings, minimal on-site parking, and

a tight arrangement of buildings side by side, versus the Summit Boulevard corridor which is characterized by more open and larger expanses of off-street parking.

Discussion Points: To frame up the work session, below are summaries of discussions that have taken place thus far and questions to consider.

- What should the goals of the OCE regulations be? What is the town trying to accomplish in terms of its sense of character, vitality, and eclectic nature?
- Do the limitations on the number of OCEs downtown achieve the desired outcome?
- Should different parts of town be handled differently?
- Is it time to regulate and enforce the use of public right of way in a more comprehensive and evenly applied way? For example, the use of sidewalks for retail and restaurant seating?

Areas of Town: Considerations and Suggestions of the Working Group

Main Street

It was suggested that Main Street be split between east and west Main Street due to larger parking lots and more space along West Main Street. The Working Group strongly felt that the same regulations should apply to all of Main Street, designating Main Street (between Granite Street and Galena Street Alley) to be one area for regulations. It was also recommended that with the high level of activity on Main Street that the addition of transient vendors or tents might be too chaotic or cluttered (but could be allowed with a previously stated exempt use).

Frisco PRA

The Frisco Peninsula Recreation Area (PRA) was acknowledged as a location that should allow flexibility to regulated transient vendors due to the location having a lack of competition with restaurants and retail businesses. For example, this might include food trucks or other food services, upon approval by the town to locate on public property.

Frisco Marina

The Frisco Marina was discussed and further feedback will be needed. Some group members were in support of OCEs being permitted at the Marina as they may add to the Marina ambiance, bring more people into the downtown area, and provide more variety to the food currently served on the property. Other attendees noted the difficulties of transient vendors being permitted in close proximity to Main Street as they might compete with the restaurants and retailers already established in the area. The Marina staff would like the flexibility to have mobile vendors in the future.

Summit Boulevard / Basecamp

An area of discussion was whether the Summit Boulevard and Basecamp areas should have the same or different set of regulations. Whereas the Basecamp property and Summit County Transit Center may have more land for transient vendors, concerns were raised by some that they should share the same set of regulations to keep the regulations simpler and because the character differences are not that great. It was agreed that transient vendors should be allowed on Summit Boulevard but more thought should be given as to how to regulate. Regulations could include distances to established restaurants and/or residential units.

Additional Input from Working Group

- Insurance is important and the Town should ensure that any transient vendor has an adequate policy.

- Regarding size limitations. The working group began realizing that what is more important than the size of equipment, is how many parking spaces the OCE utilizes. It was agreed that transient vendors should not take up any parking spaces which are required for other businesses on the property.
- Property owner control. Members of the group discussed that the property owner should be able to receive a transient and/or stationary vendor permit for a portion of their property and then they can control who goes in that location on their property.
- The Working Group suggested that there be a minimum amount of time that a transient vendor and/or stationary vendor can be in a location. This ensures they are committed to their permit and will not take away from other vendors who may be more serious. For example, a vendor may be permitted for every Saturday in a specific location from April – June. If the vendor is not present, their permit should be voided. It should be noted that presently there is only one vendor allowed per block on East Main Street. This means that when one vendor gains “control” of that block, even if they only are operating sporadically, no other vendor can locate on that block.
- Regarding tents. The Working Group discussed tents and that there is a difference between a tent with sides versus no sides. More discussions and feedback on tents for on-premise sales and off-premise vendors is needed. Preliminary feedback by the Working Group is that if it is a tent sale on premise for goods sold on site, and does not take away required parking spaces, then it should be allowed. Time limitations may need to be enacted.

Considerations and Suggestions of the Planning Commission

Planning Commissioners discussed the importance of the duration of a mobile vendor, parking and signage. Commissioners expressed enthusiasm for mobile vendors and the vitality that they could bring to parts of the community. Commissioners agreed that formal seating should not be allowed in conjunction with mobile vendors, but be more of a “grab and go” operation. Commissioners requested a joint work session with Town Council prior to further discussing revising the Outdoor Commercial Establishment regulations.

Attachments: Current Outdoor Commercial Establishment regulations
 “Food Truck Feeding Frenzy: Making Sense of Mobile Food Vending” by
 Rodney Arroyo, AICP and Jill Bahm, AICP

5.2.4. OUTDOOR COMMERCIAL ESTABLISHMENTS

A. Purpose

Outdoor commercial establishments allow a transient or mobile commercial use and/or structure not otherwise allowed under the Town's Zoning Chapter to locate within the Town on any non-residential property with the owner's consent. This section is intended to allow outdoor commercial establishments which contribute to the pedestrian and small mountain town atmosphere of the Town by permitting certain outdoor commercial uses.

B. Permit Approval

It shall be unlawful to construct, erect, or use, or to cause to be constructed, erected, changed, or used, in any zoning district of the Town, any outdoor commercial structure, or equipment, or to engage in an outdoor commercial use, unless and until an outdoor commercial establishment permit has been approved by the Community Development Department as provided in this Section 5.2.4. At the discretion of the Community Development Department, any application for an outdoor commercial establishment permit may be referred to the Planning Commission for approval.

C. Permitted Uses

1. Outdoor commercial establishment permitted uses include and are limited to the following: mobile food vendors, including carts and trucks, mobile vendors of merchandise, sale of merchandise, such as for sidewalk sales and other special events, seasonal farmer's markets and other similar fresh food sales, temporary art and craft fairs and festivals, seasonal holiday sales, and community events.
2. Mobile vendors are defined as mobile carts and trucks that are under independent ownership from an established business located within a building in Frisco.
3. The following criteria apply to mobile vendors along Main Street between Madison Avenue and Summit Boulevard:
 - a. There shall be no more than one mobile vendor per each Main Street block. For purposes of this section, a Main Street block is defined as both sides of Main Street between any two intervening cross streets. Issuance of an outdoor commercial establishment license for such use shall be on a first come first serve basis, based upon the date of a complete application for the use.
 - b. All Mobile Vendor structures or equipment shall not utilize temporary tents, and each outdoor commercial establishment must be able to secure the structure or equipment utilized each night while not in use.
 - c. All outdoor commercial use that includes the sale of food shall remove any food item and trash from the structure or equipment each night while not in use.
 - d. No Mobile Vendor may be in operation and open for business during more than 180 days in any calendar year.
4. Exemption: Notwithstanding any of the forgoing, any Town-sponsored outdoor community-wide events and festivals, held on Town-controlled property or on private property with permission of the property owner, are exempt from the regulations under this section.

D. Permit Review Criteria

The Community Development Department shall approve an application if all of the foregoing and following applicable criteria and specific regulations are met or may deny an application for failure to meet the foregoing or following applicable criteria and specific regulations, or may impose such conditions of approval as may be necessary for approval of an outdoor commercial establishment permit to ensure that all of the following applicable criteria and specific regulations are met:

1. The allowance of such outdoor commercial establishment will not be detrimental to the public health, safety, or general welfare, and the outdoor commercial establishment is compatible with the purpose and intent of this Chapter and the specific zoning district in which the outdoor commercial establishment is proposed.
2. The outdoor commercial establishment is compatible in intensity of use, characteristics, and appearance with the existing land uses in the immediate vicinity of the proposed location. The use, value, and qualities of the neighborhood surrounding the proposed location will not be adversely affected by the outdoor commercial establishment or activities within it. Factors such as location, access, traffic generation, noise, lighting, parking, dust control, hours of operation, and structure, height, size, and appearance will be considered.
3. The applicant shall provide as part of their application written consent from the property owner. If the outdoor commercial establishment is to be located partially or entirely on Town property, approval of the Town Council is required.
4. Adequate parking is to be provided to serve the outdoor commercial establishment. The outdoor commercial establishment must not be located on or displace required parking spaces, including off-site spaces, seasonal snow storage areas (from October 31st to April 15th) or loading areas of the principal permitted uses on the site. Required parking will be calculated based on the Town's parking requirements in Section 6.13 of this Chapter. Parking required for the outdoor commercial establishment shall be paved unless the applicant provides a method to minimize air pollution or dust on the property and on adjacent properties.
5. No food or drink may be sold except in accordance with the standards and written approval of the Summit County Environmental Health Department, such approval must be submitted at time of application to the Community Development Department
6. All lighting proposed for the outdoor commercial establishment shall meet the requirements of Section 6.16, Outdoor Lighting. No spot lights shall be permitted.
7. It shall be unlawful for any outdoor commercial establishment merchandise or other promotional materials to hang from any building facade or door or from any foliage, and no outdoor commercial establishment shall block any window, door, or architectural feature of a building.
8. Outdoor commercial establishments shall not be located within the right-of-way of any Town street or alley without the approval of the Town Council. Outdoor commercial establishments, upon approval from the Community Development Department and Public Works Department, may be allowed within the Town's three foot sidewalk easement adjacent to both sides of the Main Street right-of-way as long as the outdoor commercial establishment does not significantly impede pedestrian traffic, snow removal, or general maintenance activities.
9. No outdoor commercial establishment will be approved in a residential zoning district under this section of the Town Code or in an area where exclusively residential uses exist.
10. Mobile Vendors. In addition to meeting all other requirements of this section, mobile vendor structure or equipment must provide for trash disposal and remove trash daily. Mobile vendor structure or equipment may not exceed 100 square feet in area.
11. Formal seating areas are not permitted for any mobile vendor structure or equipment.
12. An outdoor commercial establishment is limited to a maximum of ten square feet of signage, including any banners, and such signage may not be affixed to any building. No other items intended to draw attention to the outdoor commercial establishment are permitted (such as balloons, flags, etc.). All other requirements of Section 6.19 as amended from time to time, shall apply.

13. For outdoor commercial establishments on Town-controlled property, at the discretion of the Town Council, financial security may be required to ensure compliance with any condition of approval and/or to ensure that the subject property is restored to its original use and condition.
14. Before an outdoor commercial establishment involving the sale of merchandise or food may begin, the applicant's business must have a valid business license from the Town Clerk's office.

E. Application

Application for an outdoor commercial establishment permit shall include:

1. A general development application form obtained from the Community Development Department.
2. A plan showing property lines, existing and proposed features relevant to the outdoor commercial establishment, the location of the outdoor commercial establishment in relationship to uses and structures in the immediate vicinity, setbacks from property lines, fencing or screening, lighting, trash receptacles, sign locations, parking, and anticipated circulation patterns. An application for an outdoor commercial establishment shall include drawings or pictures of any structure or equipment including elevations and a description of colors and materials proposed.
3. A letter of intent explaining the nature of the outdoor commercial establishment including but not limited to the time period requested, hours of operation.
4. Such other information as may be deemed necessary by the Community Development Department for the purposes of evaluating the application.
5. Payment of the applicable permit fee and security deposit, if any. If determined necessary by the Community Development Department or Town Council, financial security may be required to ensure compliance with any and all conditions of approval and/or to restore the subject property to its original use and condition.

F. No Vesting of Outdoor Commercial Establishments

A development application for and an approval of an outdoor commercial establishment shall not constitute nor be interpreted by any property owner, applicant or court as a site specific development plan entitled to vesting under Article 68 of Title 24 of the Colorado Revised Statutes. Outdoor commercial establishments shall be considered transitory at all times and shall not vest. The failure of an applicant to adhere to any condition of approval for an outdoor commercial establishment shall result in the immediate forfeiture of approval and such establishment and the use of any accompanying structure or equipment shall immediately cease and may be subject to abatement as a public nuisance as provided for in the Code of the Town of Frisco.

G. Appeals

Any appeal of the Community Development Department decision regarding an outdoor commercial establishment permit shall be made in accordance with Section 2.7.1 of this Chapter.

H. Expiration of Approval

If a holder of an approved outdoor commercial establishment fails to renew the Town's annual business license within six months of receipt of said license renewal, the previously approved outdoor commercial establishment permit shall be deemed to be expired. An application for a new outdoor commercial establishment permit meeting all of the standards of this Section 5.2.4 will be required.

I. Approval

Any change in use or location of an approved outdoor commercial establishment shall require a new outdoor commercial establishment application be submitted to the Community Development Department for review.

J. Nonconformity

Any existing outdoor commercial establishment approved prior to the adoption of the current requirements may continue to operate under the conditions of approval.

K. Fire Extinguisher Requirement

All mobile vendors with any heat source, and any mobile vendor using electricity for the purposes of operating equipment are required to have an approved fire extinguisher with a classification of 2-A:101B:C at the location of the outdoor commercial establishment.

Food Truck Feeding Frenzy: Making Sense of Mobile Food Vending

By Rodney Arroyo, AICP, and Jill Bahm, AICP

Recent economic and cultural trends show an explosion in the popularity of food trucks, or mobile vendors, over the past several years.



Jill Bahm/Clear zoning

➡ One of the hallmarks of the current food truck boom is an increased focus on “in-truck” preparation over preparation at a central commissary.

According to research done by Emergent for the National Restaurant Association, the growth of mobile food trucks will soar in the next five years, generating up to \$2.7 billion in revenue nationally by 2017—up from \$650 million in 2012 (Emergent Research 2012). All across the country, cities, small towns, and suburbs are seeing food trucks popping up, some in unexpected places like office and industrial parks, where zoning ordinances typically preclude res-

taurants. Amplifying the push for food trucks are the twin trends of “buying local” and “food as entertainment” that are enhanced by programs such as the *Great Food Truck Race* on the Food Network. While ice cream trucks and job-site lunch wagons haven’t disappeared, they are increasingly being joined by gourmet trucks and trucks specializing in ethnic offerings.

All across the United States, people are exploring how mobile food vending might

make a difference in their lives and their communities. More resources are starting to become available for potential business owners. Networks for mobile food vendors are growing; the Southern California Mobile Food Vendors Association was formed in 2010 as one of the first associations dedicated to helping vendors break down barriers to business (www.socalmfva.com). And this fall, Roam—a first-ever industry conference for mobile food

ASK THE AUTHOR JOIN US ONLINE!

Go online during the month of September to participate in our “Ask the Author” forum, an interactive feature of Zoning Practice. Rodney Arroyo, AICP, and Jill Bahm, AICP, will be available to answer questions about this article. Go to the APA website at www.planning.org and follow the links to the Ask the Author section. From there, just submit your questions about the article using the e-mail link. The authors will reply, and Zoning Practice will post the answers cumulatively on the website for the benefit of all subscribers. This feature will be available for selected issues of Zoning Practice at announced times. After each online discussion is closed, the answers will be saved in an online archive available through the APA Zoning Practice web pages.

About the Authors

Rodney Arroyo, AICP, is president of Clearzoning, Inc. He holds a Master of City Planning degree from Georgia Tech and has more than 30 years’ expertise in planning and transportation. His experience includes master plans, zoning ordinances, form-based codes, corridor studies, and access management plans. Arroyo also serves as an expert witness in planning and zoning issues, is a national and state planning award winner, and serves as an adjunct professor for Wayne State University’s graduate urban planning program.

Jill Bahm, AICP, is a principal planner with Clearzoning, Inc. She holds a Master of Urban and Regional Planning degree and has worked in both the public and private sectors as a downtown development authority director, city planner, and real estate marketing professional. Bahm’s professional interests include economic development, recreation planning, historic preservation, community participation, and organizational development.

suppliers and owners—will take place in Portland, Oregon.

On the worldwide stage, the World Street Food Congress is the first of its kind to connect and open up fresh ideas and thought leadership in the massive and growing street-food culture and industry throughout the world. This 10-day street-food festival was hosted in Singapore in January 2013 and featured well-known leaders in the food industry (www.wsfcongress.com).

Faced with inquiries from food vendors, many communities turn to their zoning codes, only to discover that mobile food vending isn’t really defined and may not be permitted in the way vendors might like. With the approach to regulating mobile vending varying widely in communities, it can be hard to know where to begin when considering if and how to accommodate food trucks.

WHAT IS MOBILE FOOD VENDING?

Regulatory codes for many communities recognize transient merchants—those goods and services provided by a traveling vendor. The typical ice cream truck would be a good example of a transient merchant who is mobile most of the time, stopping only when requested for a few short minutes. Many operators of today’s food trucks or carts, however, are seeking more than a few minutes on the street, sidewalk, or parking lot, staying in place for a few hours to serve breakfast, lunch, or dinner. In fact, when they are located on private property, some food trucks may be in one location for days, weeks, or even months. It is important to make a dis-

inction between the food vendors that are more transient in nature, like an ice cream truck, and those that seek to move about less frequently. Both types of uses can offer benefits to the community, and they will each have different potential issues to regulate.

Many mobile food vendors utilize self-driven vehicles that permit easy relocation throughout the community. However, mobile food vending also includes trailers, food kiosks, and food carts. Food kiosks are temporary stands or booths that are typically intended to sell prepared foods, including ice cream, pretzels, and the like. Food kiosks may be found inside a large office building or shopping mall, but may also be secured for outside use. Some communities, like Maui County, Hawaii, allow a variety of products to be sold at a kiosk, provided certain standards are met (§30.08.030). While temporary in structure, food kiosks are often stationary with a defined location. Food carts allow the vendor to sell from outside the moveable unit and are often used to sell fresh fruits and vegetables. Typically, the food in kiosks and carts is prepared elsewhere and kept cold or hot in the unit. The city of New York encourages “green carts” that offer fresh produce in certain areas of the city and has special regulations for these uses (www.nyc.gov/greencarts).

In communities across the U.S., mobile food vendors are seeking permits to start these innovative businesses. They often run into roadblocks at city hall, because while many zoning ordinances include provisions for temporary

uses, most do not contain current definitions for mobile food vending nor do they include any standards that specifically relate to vending and the issues that may arise. The net result in many communities, intentional or unintentional, is a prohibition on mobile food vending.

THE PROS AND CONS OF MOBILE FOOD VENDING

Over the past few years, most of the economy has been struggling and the workforce has been challenged to adapt. With laid-off workers trying to reinvent themselves and new immigrants looking for opportunities, the number of people starting new businesses is rising. Mobile food vending seems, for some, like a low-cost way to wade into the pool of business ownership. There are a number of reasons why communities may elect to sanction mobile food vending:

- **It provides an opportunity to increase jobs and businesses.** The cost of starting a food truck business can start at \$25,000, where a traditional bricks-and-mortar establishment may start at \$300,000, according to the National Restaurant Association (Emergent Research 2012).
- **It offers opportunities to provide food choices where zoning precludes restaurants.** Traditional zoning codes tend to restrict the uses permitted in office and industrial districts, only allowing uses that narrowly meet the intent of those districts. Office and industrial parks, in particular, are often isolated from the rest of the community, requiring employees to drive to retail and restaurant areas. In addition, some communities may not have access to variety of

healthy, fresh foods, and therefore decide to encourage such food vendors in certain neighborhoods by relaxing requirements. New York's green carts initiative allows additional permits to be issued over the city's defined limit to mobile food vendors that offer fresh produce in underserved neighborhoods, and Kansas City, Missouri, offers reduced permit fees for mobile food vendors in city parks that meet certain nutritional standards (Parks and Recreation Vending Policy 4.7.08).

- **It can increase activity in struggling business districts** by creating a dynamic environment where people gather around the availability of new and fresh food. The economy has taken a toll on businesses over the past several years. Those that are hanging on in some areas find that their neighboring buildings or businesses are vacant. Food trucks can be a way to enliven an area, generating traffic for existing businesses and possibly spinning off new business activity. The restaurant industry is evolving to meet the demands of patrons who are looking for locally grown, sustainable, healthy, and fast options for dining. When food trucks use social media to communicate about their location schedules, it can build up a certain level of excitement and anticipation that can make a positive social impact. In addition, the rising trend of "cart pods" and "food truck rallies" brings multiple mobile food vendors to one location, creating a festive atmosphere in an area for a short time.

- **They signal to other potential businesses that the community is adapting to the evolving economy and supporting entrepreneurship.** Mobile food trucks are a new way of doing business; in these early years, communities that anticipate the demand from businesses and consumers may also find that this flexibility signals receptivity to new business models.

- **They are a way for restaurateurs to test the local market for future bricks-and-mortar facilities.** Mobile food trucks offer opportunities to interact with a potential market, to test recipes and pricing, and see if the restaurant fits with the community. All across the United States there are examples of food truck businesses evolving into permanent establishments, including El Camion ("the truck") in northwest Seattle that has recently opened a restaurant and bar in the Ballard neighborhood after several years of experience with its two mobile food units. Torchy's Tacos in Austin, Texas, started with a food truck and now has eight bricks-and-mortar restaurants in Austin, Dallas, Fort Worth, and Hous-

ton—and two more opening this year. The Lunch Room in Ann Arbor, Michigan, plans to open its bricks-and-mortar location soon, using social media to solicit fans of its existing "Mark's Carts" to become investors in the restaurant.

Along with these potential benefits can come community impacts and possible conflicts. Some of the challenges associated with

went through an extensive research and public input process, surveying their local chamber of commerce and meeting with prospective mobile food vendors, residents groups, and restaurant owners. Their resulting ordinance language responds to the needs and concerns of the community (Longmont 2011).

ADDRESSING AREAS OF CONCERN THROUGH ZONING

Many communities are updating their codes to accommodate or regulate mobile vending. In June 2012 Grand Rapids, Michigan, included the following statement of intent in a new set of mobile food vending provisions:

Employment and small business growth in the city can occur while providing a broad range of food choices to the public through careful allowances for temporary concession sales. The provisions of this section are intended to prevent predatory practices on bricks-and-mortar restaurants while allowing for new food vending opportunities that can add vitality to vacant parking lots and underutilized sites . . . (§5.9.32.K).

Other cities, including Phoenix, Arizona (§624.D.87); Chapel Hill, North Carolina (§§10-66–74); and Fort Worth, Texas (§5.406)—just to name a few—adopted regulations in 2012 to allow mobile vending or food trucks. Chapel Hill's

provisions note that allowing food trucks will "promote diversification of the town's economy and employment opportunities and support the incubation and growth of entrepreneurial/start-up businesses" but also that food trucks pose "unique regulation challenges."

While specific approaches vary from place to place, communities interested in adding or updating regulations for mobile food vending should start by defining the uses and then consider each of the following questions:

- Where in the community should such uses be permitted?
- How long should a food truck be permitted to stay in one location?



Russ Herschler

- ➔ Food truck gatherings are increasingly common in communities with extensive food truck offerings.

mobile food trucks might include problems with maintenance, trash, parking, noise, and vehicular and pedestrian circulation. In addition, some restaurateurs may be threatened by this new competition and try to prevent mobile food vending. Food trucks also have their own operational challenges, including dealing with unpredictable weather and maintaining an appropriate inventory despite limited storage.

The best way to understand and manage the pros and cons of food trucks in individual communities is to solicit public input and dialogue about the needs and wants of the community. For example, Longmont, Colorado,

- Are these mobile units just for food sales, or can other goods be sold as well?
- Does the community want to increase activity?
- How can the zoning ordinance address upkeep and maintenance?
- When can food trucks operate?
- How are visitor parking and circulation accommodated?
- How are these uses reviewed and permitted?
- What do vendors and their customers want or need?
- How is signage for the mobile unit regulated?
- How is the site lit to ensure safety?

Location

It is common to allow mobile food vending in commercial districts, but some communities add industrial districts or specify mixed use districts. Start with the community's comprehensive plan—is there a need or desire to increase activities in specific parts of the community? Are there concerns about the impact of single-purpose districts (especially office and industrial) on connectivity, traffic congestion, and business

In consideration for existing facilities, some communities decide that there should be a minimum distance between mobile units and bricks-and-mortar restaurants. Some communities try to limit the impact on adjacent residential uses through a distance requirement or by restrictions on hours of operation. Planners should test these locational restrictions to ensure that realistic business opportunities exist. El Paso, Texas, repealed its locational requirement of 1,000 feet from bricks-and-mortar establishments following a 2011 lawsuit to provide sufficient opportunities for mobile food vendors (Berk and Leib 2012). Attorneys Robert Frommer and Bert Gall argue that separation from other establishments is not necessary and that food truck regulations should be narrowly tailored to legitimate health, safety, and welfare concerns, not regulate competition (2012).

The American Heart Association has also looked at location issues related to mobile food vending. They report that several communities across the country prohibit mobile food vending within a certain distance of schools (or

community and often is related to where mobile food vending is permitted. Some communities allow food trucks on public property but prohibit overnight parking. Where on-street parking is at a premium, communities may consider allowing food trucks to utilize public parking spaces for the same duration as other parked vehicles. Chicago requires food trucks to follow posted meter time restrictions, with no more than two hours in one location. In addition, the city also limits mobile food vending to two hours on private property (§4-8).

In contrast, some communities allow food trucks on private property for up to 30 days or more at one location. For example, Grand Rapids allows concession sales for up to 200 consecutive days over 12 calendar months (§5.9.32.K.6).

Regulations like this may impact vendors in terms of the types of food that can be sold and the manner in which they are prepared, especially when preparation is done on-site. Communities may wish to consider whether the allowed duration is reasonable for food vendors as well as adjacent property owners.



➡ This food truck rally in Royal Oak, Michigan, illustrates how a gathering of food trucks can activate an otherwise underutilized space.

retention and recruitment? Are there any areas in the community where the population is underserved by food choices? Planners can take these concerns to the community and invite residents and business owners to share their thoughts on where mobile food vending might be appropriate and desirable.

Some communities make a distinction between vending on public property, which often requires a license but is not regulated by zoning, and private property, which often requires a temporary use permit and is regulated by the zoning ordinance. When permitted on private property, zoning standards should require evidence of property owner approval.

at school release times) to limit the sometimes nutritionally challenged food choices available (2012). Woodland, California, prohibits mobile food vending within 300 feet of a public or private school, but will allow them on school property when approved by the school (§14-15). In a different twist, the Minneapolis Public School System introduced a food truck program this year to offer free nutritious meals to students during the summer months at four different sites in Minneapolis (Martinson 2013).

Duration

The length of time food trucks are permitted to stay in one place varies widely by commu-

Goods Available for Sale

Some communities, like College Station, Texas, are very specific that the goods sold from mobile vending to be food related (§4-20). This is often borne of a desire to start with mobile vending on a limited basis to gauge its impact. As mobile food trucks become more prevalent, surely people will explore the ideas of starting other types of businesses in this format. Communities may wish to consider the questions raised earlier about location and assess whether or not it makes sense to allow other goods in addition to food to be sold in designated areas. For example, Ferndale, Michigan, allows a variety of wares to be sold by a mobile

vendor, including apparel, jewelry, household goods, and furnishings (§§7-73–82). That might be just the place for book publisher Penguin Group (USA) to take its recently introduced first mobile bookstore, which aims to make books accessible where big box retailers aren't located (Edsall 2013).

Number of Units in One Location

Some communities that are getting on board with mobile food vending have started allowing them to congregate for certain events and activities. For example, Royal Oak, Michigan, started a food truck “rally” at their indoor farmers market during colder months. It is a good way to utilize the facility as well as provide entertaining food options for city residents. It has now become a great family event every month year-round, with musical entertainment, bouncy houses, and face painting. The city limits the rally to no more than 10 different trucks with a variety of cuisine for the whole family.

units to function on private property as a single business. To address potential negative impacts, each mobile food court must have its own on-site manager, who is responsible for the maintenance of the area (§5.406).

Trash

The type of standards for trash removal and upkeep will vary depending on the location and duration of the vending. Most communities require waste receptacles for every mobile food vending unit and some further require waste to be removed from a site daily. Keep in mind that where communities allow seating along with the mobile food unit, people will generate more trash on-site than in situations where there is no seating provided and people take their food (and trash) to go.

Hours of Operation

Some communities limit hours of operation to around lunchtime (e.g., 10:30 a.m. until 3:30

trucks on private property, communities typically require the vendor to ensure that there is sufficient parking available for its use and any other uses on the site, including the space taken up by the unit itself. Some cities allow public parking areas to be utilized for food trucks, and may even allow metered parking spaces to be used provided the related meter fees are paid. For example, Minneapolis allows a mobile vendor to park at no more than two metered spaces, as long as they are not short-term spaces and are not located within 100 feet of an existing restaurant or sidewalk cafe—unless the restaurant owner gives consent (§188.485.c.7).

Licenses and Permits

Most communities require permits or licenses regardless of whether the trucks operate on public or private property. It is also common for the community to reference compliance with other codes, particularly state or local health codes. These other codes can impact how trucks operate. For example, California's

Health and Safety Code requires trucks to have hand-washing stations if food is prepared in the truck, but does not require them on trucks selling only prepackaged foods like frozen desserts (§114311).

Some communities cap the number of licenses available for food trucks to limit their impact, but many others do not. Grand Rapids

requires a temporary use permit, subject to planning commission approval, and gives standards for consideration (§5.9.32.K.18), including an assessment asking “[w]ill the proposed stand, trailer, wagon or vehicle contribute to the general aesthetic of the business district and include high quality materials and finishes?”

Site Amenities

Some communities specify that no tables or chairs are permitted, or if they are, then sanitary facilities are also required. There may be flexibility in the permitted arrangements for such facilities (for example, having permission to use such facilities within a reasonable distance of the mobile unit). Frisco, Texas, prohibits connections to po-



Site amenities like tables and chairs are often easier to accommodate on private property than in a public right-of-way.

According to Market Master Shelly Mazur, “It’s nice to be able to offer a family-friendly event in a climate-controlled building with renovated bathrooms and seating.”

On the other hand, in its 2010 ordinance, the city of Zillah, Washington, banned mobile food vending altogether, declaring it a “nuisance,” and finding that “when mobile vendors congregate in the same area, the heightened intensity of use negatively impacts the surrounding area, particularly by increased trash” (§8.32). Fort Worth tackled this issue head-on, defining a group of food trucks as a “mobile food court” when two or more mobile vending units congregate. They allow these

p.m.), and others allow sales from early in the morning to late in the evening (e.g., 7 a.m. until 10 p.m.). Some communities place no time limits on these operations in the zoning regulations. Again, consider where these units will be permitted and the potential conflicts with adjacent uses.

Parking and Circulation

Given the mobility of these vendors, they by necessity are typically located in parking areas. Whether in public spaces or a private parking lot, it is important to ensure sufficient parking for existing uses to prevent an undue burden on bricks-and-mortar establishments. For food

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table water, requiring mobile food vendors to store their water in an internal tank. The city also requires vendors to be located within 50 feet of an entrance of a primary building, and drive-through service is expressly prohibited (§3.02.01.A(20)). King County, Washington, requires that all mobile food vending in the county be located within 200 feet of a usable restroom (§5.34).

Signage

Some communities use their existing sign regulations, but others tailor standards for mobile units. In Michigan, both Grand Blanc Township (§7.4.9.F) and Kalamazoo (§§25-63–68) allow one sign on the mobile vending unit itself, but do not allow any other signage. This is fairly common. In many cases, the truck itself essentially functions as one big sign with colorful graphics. Additionally, many mobile food vendors now use social media to get out the word regarding the time and place they will set up shop, potentially reducing the need for additional signage beyond that on the unit itself.

Lighting

Lighting is not as commonly addressed as other issues, especially if a mobile food vending unit is located in an existing developed area, but it is likely presumed that other applicable lighting requirements appropriate to the location are to be followed. Consider adjacent uses and the impact of light trespass and glare. For example, Grand Blanc Township requires mobile food vending units to be lit with available site lighting. No additional exterior lighting is allowed unless permitted by the zoning board of appeals upon finding that proposed exterior lighting mounted to the mobile vending unit will not spill over on to adjacent residential uses as measured at the property line (§7.4.9.F.10).

TESTING, FOLLOW-UP, AND ENFORCEMENT

One of the nice things about mobile food vending is that it is really easy for a community to put a toe in the water and test the impact of regulations on mobile food vendors, other community businesses, and the public, and to adjust the regulations

as appropriate. The Metropolitan Government of Nashville-Davidson County, Tennessee, initiated a test phase beginning April 2012 that will provide evaluative data for a successful mobile food vendor program. The program will initially be operated under a temporary permit issued by the Metro Public Works Permit Office for two specified zones, the downtown core and outside of it. Oakland, California, has a pilot program for “Food Vending Group Sites,” defined as “the stationary operation of three (3) or more ‘mobile food vendors’ clustered together on a single private property site, public property site, or within a specific section of public right-of-way” (§5.51).

Before embarking on extensive zoning rewrites, review the suggested considerations with the community to anticipate and plan for appropriate ways to incorporate this use in a reasonable way. Mobile food vending is on the rise all over the country, from urban sites to the suburbs. When regulated appropriately, mobile food vending can bring real benefits to a community, including jobs, new businesses, fresh food, and vitality.

Cover image by Rodney Arroyo; design concept by Lisa Barton

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Report Criteria:
 Business.License status = "Active"
 Business.Year opened = "April 2018"
 Business Owner.Sequence number = 1

| in or out City | Business Name | Name | Location | Location City | Business Telephone 1 | Business Activity |
|----------------|------------------------------|------------------------------|----------------------------------|------------------|----------------------|----------------------|
| In | Christina Wesnofske | Wesnofske, Christina | 30 Hawn Drive | Frisco | 303-586-1773 | Vacation Rentals |
| In | Daniel Haugh | Haugh, Daniel | 99 Granite Street | Frisco | 303-220-0183 | Vacation Rentals |
| In | Grand Mountain Bank | Quillen, Randy | 101 East Main Street Unit 107 | Frisco | | Services |
| In | Highside Brewing | Axelrod, Dave | 720 East Main Street | Frisco | 970-668-2337 | Restaurant |
| In | Jessica Nelsen Counseling | Nelsen, Jessica | 101 West Main Street Suite 107-O | Frisco | 970-852-0900 | Services |
| In | John Buchholz | Buchholz, John | 980 Lakepoint Drive #609 | Frisco | 303-220-0183 | Vacation Rentals |
| In | Midwest Scaffold Service | Weber, Tim | 8510 Willow Street | Commerce City | 402-597-9100 | Retail - HomeImprove |
| Out | A.S. Hill Company | Hill, Andy | 106B Alpine Drive | Frisco | 970-485-3737 | Retail - HomeImprove |
| Out | Brand Safway Solutions | Brand Safway Solutions | 6435 Colorado Boulevard | Commerce City | 262-523-6270 | Retail - HomeImprove |
| Out | Cambro Manufacturing Company | Cambro Manufacturing Company | 5801 Skylab | Huntington Beach | 714-848-1555 | Retail - General |
| Out | ColorID | ColorID | 20480 Chartwell Center Drive Ste | Cornelius | 704-987-2238 | Retail - Office |
| Out | E&A Property Maintenance | Rivas, Oscar | 414 Big Elk Road | Dillon | 970-389-5627 | Retail - HomeImprove |
| Out | Premiere Roofing | Stuckey, Ben | 61 Mt View Trail | Blue River | 970-409-8836 | Retail - HomeImprove |
| Out | ProEdTech | Lindberg, Greg | 2222 Sedwick Road | Durham | 972-448-4697 | Retail - Office |
| Out | RingCentral Inc. | RingCentral Inc. | 20 Davis Drive | Belmont | 650-524-526 | Utility |
| Out | Smile Doctors of Colorado PC | Law, Scott | 360 Peak One Drive Suite 380 | Frisco | 970-668-2525 | Health/Beauty |
| Out | Summit Air Solutions | Center, Justin | 432 CR 101 | Silverthorne | 970-368-0452 | None |
| Out | Summit Homes Construction | Summit Home Construction | 348 Lake Dillon Drive | Dillon | 970-455-8450 | Retail - HomeImprove |
| Out | Xerox Financial Services | Xerox | 201 Merritt 7 | Norwalk | 585-423-4371 | Retail - Office |

ACTIVITY REPORT - APRIL, 2018

POLICE

MUNICIPAL COURT

| | 2018 | 2017 |
|---------------------|---------|---------|
| Property Stolen | \$3,380 | \$6,188 |
| Property Recovered | \$0 | \$429 |
| Animal Control | | |
| Citations | 0 | 0 |
| Warnings | 1 | 5 |
| Bar Checks | 11 | 99 |
| Business Checks | 441 | 303 |
| Assists | 30 | 48 |
| Parking Citations | 0 | 0 |
| Traffic Citations | 24 | 63 |
| Traffic Warnings | 182 | 230 |
| Traffic Accidents | 6 | 6 |
| Public Streets | 3 | |
| Private Property | 3 | |
| Injury | 0 | |
| Open Buildings | 0 | 4 |
| Alarms | 3 | 27 |
| Calls for Service | 385 | 582 |
| Felony Arrests | 1 | 1 |
| Menacing | 1 | |
| | | |
| Misdemeanor Arrests | | 9 |
| Assault | 1 | |
| Warrants | 2 | |
| Hit and Run | 1 | |
| DUI | 3 | |
| Burgulary | 1 | |

| | 2018 | 2017 |
|--|------|------|
| Total number of citations issued for this co | 1 | 39 |
| Total number of violators due in court | 0 | 9 |
| Total number of violators in court | 0 | 3 |
| | | |
| Deferred to trial: | 0 | 0 |
| Received Deferred Sentences: | 0 | 0 |
| Dismissed: | 0 | 0 |
| Guilty Pleas: | 0 | 0 |
| Guilty to Amended Charges: | 0 | 3 |
| Guilty from Trial: | 0 | 0 |
| Continued to following month: | 0 | 0 |
| Dismissed Prior to Court | 0 | 0 |
| Handled by Mail | | |
| W/in 20 days for Point Reduction: | 1 | 18 |
| Outside of 20 days: | 0 | 13 |
| No Shows | | |
| Warrants Issued: | 0 | 0 |
| Hold placed on Drivers License: | 0 | 3 |
| Filed Unpaid: | 0 | 0 |



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 – APRIL 2018

DATE: MAY 22, 2018

Overview: This Department report highlights operations, programs and events for the month of April. Many planning efforts continue at this time including:

Marina Master Plan:

- The second stakeholder and advisory committee meetings occurred on April 11th. A follow-up “Community Conversation” took place on April 12th and was well-attended by the community. Craig Coronado with Logan Simpson gave an overview of the project that included the following: presentation of the developing preferred master plan, reviewing how it reflects the input we heard at the workshops and open house from February. Review and refining of criteria for phasing, overall schedule, prioritization, cost, funding and approvals.

Photo 1: Marina Master Plan “Community Conversation” April 12, 2018



experiences through sustainable, recreational, and educational opportunities, connecting the past, present, and future to the community.

- Guiding principles for the marina master plan continue to include:
 - Expand capacity and level of service for all types of boating at the Marina
 - Make the Marina an extension of Main Street
 - Better organize on-site uses to improve the quality of user experience
 - Address conflicts between boaters and non-boaters, and improve access to water's edge
 - Enhance the waterfront ecology
 - Expand off season recreational uses

Photo 2: Preferred Marina Master Plan – 4/12/18

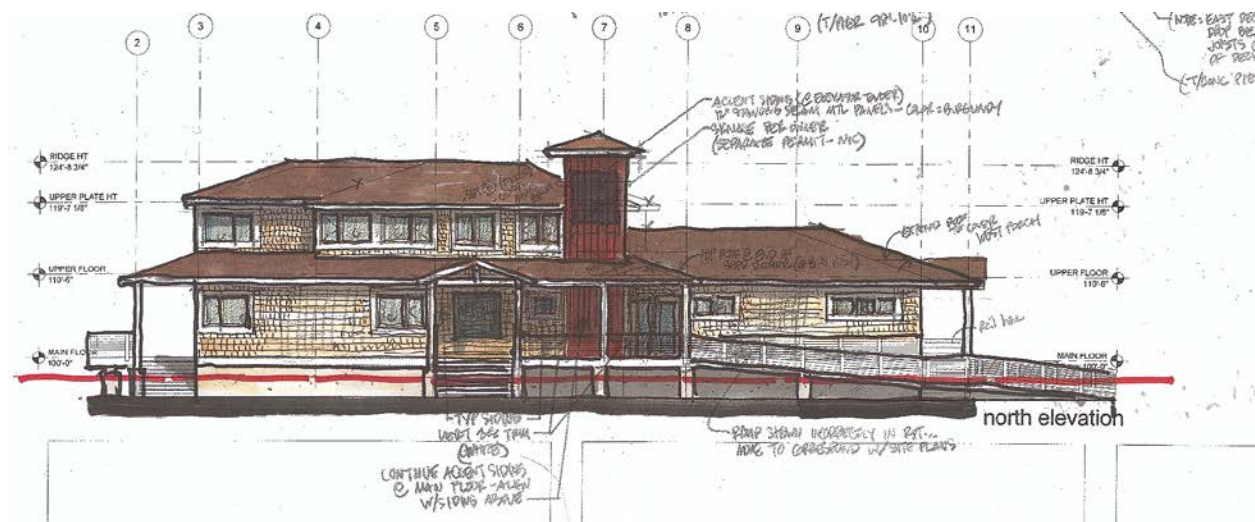


- Logan Simpson is working on finalizing the master plan for review by staff, advisory committee and Council by the end of May. Logan Simpson and staff will return to Council in June for a presentation followed by a resolution for adoption of the plan in late June, and a community celebration thereafter.

Marina Office Relocation:

- Work also continues at this time with Matthew Stais Architects and the redesign of the Lund House area, including bathrooms and office spaces. Through the master planning efforts, the site has been selected for this new building. The goal is to start this project after Labor Day weekend.
- The proposed marina office building has been designed to both accommodate the existing site conditions at the marina, and implement the future vision being recommended by the master plan update.
- Program for the proposed building includes expanded retail space, staff offices, bathroom facilities and support spaces. The proposed design is a two story wood frame construction atop a concrete foundation and slab. Projected building area is 4,311 square feet; 3,040 on main floor and 1,271 on upper floor.
- On May 2nd, a pre-application meeting was conducted by the Town of Frisco's Development Review Committee (DRC). A review of the sketch plan will be before the Planning Commission on May 17th.

Photo 3: Sketch Plan Submittal – Marina Office Building



Peninsula Recreation Area Recreation Improvements: Planning efforts continue for the work at the PRA this summer season. The project entails:

- Approximately 200 square feet additional restrooms accessible from the outside of the Day Lodge
- Recreational “bouldering” climbing area
- New skatepark located in the same area as the existing park and increased in size

- Additional walkways, hardscape, landscaped/softscape, and storm water areas

Planning Commission reviewed the Sketch Plan application on April 19th. Because the area of improvement exceeds 1,000 square feet in ground area, the project falls under the Major Site Plan application process. Review of the Major Site Plan application will be before the Planning Commission on May 17th.

Work on the skatepark is slated to begin the week of May 29th.

Within the original scope of this project was the sport court addition. Plans for the construction of the sport court are on hold at this time pending final site location.

Photo 4: Frisco Skatepark Concept



Peninsula Recreation Area Trail Improvements: PRA master development planning efforts for trails continues at this time. Staff is working closely with SE Group, IMBA, and Morten Trails on the Master Development Plan for submission to the USFS by July.

- On April 5th, staff, SE Group and Morten Trails hosted a Nordic Community Conversation at the Day Lodge. This Community Conversation was also well attended. Topics of discussion and feedback included:
 - Mission Statement for the PRA Master Plan: *“The PRA should serve as a hub for sustainable year-round recreation and trail-based sports.”* What does this mean to you?
 - Relevant Goals from the Frisco Master Trails Plan

- Issues with the Current Nordic Trails
- What type of terrain would you like to see more of?
- Programs (Clinics, workshops, speakers, community ski, kids/youth, masters, lessons/instruction, coaching, etc.)
- Events (Races, tours, recreational experiences, senior games, kids/youth events/races, etc.)
- Operations (Hours, grooming, volunteers/ambassadors, waxing, etc.)
- FIS Racecourse
- Snowshoers and Walkers
- Fat bikes
- Dogs
- A summer trails Community Conversation is scheduled for June 14th – organized by staff, SE Group and IMBA.

Fieldhouse Feasibility Study: Staff is working collaboratively with the Town of Breckenridge, the Town of Silverthorne and Summit County on a fieldhouse feasibility study. An RFP was released in March and OLC (Ohlson Lavoie Collaborative) was selected in April. The study is broken down into three distinct phases:

1. Phase 1: Needs Assessment
2. Phase 2: Design, Cost Estimates and Funding Options
3. Phase 3: Location and Operations

Upon completion of Phase 1, the consultant will review findings with the selection committee to determine the practicality of proceeding with Phases 2 and 3. Phases 2 and 3 are contingent upon a valid needs assessment of such a facility. Representatives from each entity will meet with OLC and their team on May 22nd to review the details associated with the needs assessment including goals, identifying stakeholder/interest groups, survey, community outreach, etc.

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

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

- The tubing season came to an end of April 8th. Participation averaged 237 people/day for the month of April, with a total of 1,900 tubing hill participants. The tubing hill remained closed on Tuesdays and Wednesdays due to staffing shortages and resource management.
- 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 remained open through April. 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 three private rentals and the following events in April:
 - 4/4: Movie Screening for Protecting our Winters
 - 4/5: TOF-Nordic/Trails Community Conversation
 - 4/6: Centura Health Potluck and Tubing
 - 4/7: Copper Safety Patrol End of Season Party
 - 4/11: TOF-Marina Master Planning efforts
 - 4/11: Summit Foundation Volunteer Thank You
 - 4/12: TOF-Community Conversation Marina Master Plan
 - 4/20: Fun Club Movie
 - 4/26: TOF-Skate Park Community Conversation
 - 4/28: Badwan Engagement Party
- Operational updates included the following:
 - Winter equipment: No current issues, services will be done towards the end of the summer
 - Clean up of tubing hill and storage complete
 - Pushed snow for the spring terrain park
 - Took down Nordic Center weatherport per fire code regulations
 - Took down and organized signage and wind fencing on our land

- Skate park design finalized, moving forward with construction as planned
- Revenues are tracking well at this time at 75% of budget and ahead of 2017 year to date figures. Expenses are also tracking well and comparable to 2017 numbers.

Table 1: Frisco Adventure Park Figures

| | April 2018 | April 2017 | April 2016 |
|---|------------|------------|------------|
| # of Operational Days | 8 | 9 | 10 |
| Tubing Hill Participation | 1,900 | 2,497 | 2,762 |
| Average # of Tubing Hill Participants/Day | 237 | 277 | 276 |
| Ski & Ride Hill Participation | 24 | 0 | 14 |

| | April 2018 | April 2017 | April 2016 |
|-----------------|------------|------------|------------|
| Revenue – 1160 | \$42,219 | \$58,416 | \$70,699 |
| Expenses – 1160 | \$94,545 | \$133,686 | \$98,583 |

| | YTD Actual 2018 | Budget 2018 | YTD Actual 2017 | YTD Actual 2016 |
|-----------------|-----------------|-------------|-----------------|-----------------|
| Revenue – 1160 | \$1,341,647 | \$1,782,500 | \$1,263,034 | \$1,356,706 |
| Expenses – 1160 | \$523,675 | \$1,263,944 | \$539,753 | \$403,020 |

SEASONAL highlights for the Adventure Park included the following:

- The tubing hill was closed Tuesday/Wednesday after the initial opening so that staff could transition back to snowmaking, so that recruitment could continue for tubing hill attendants and medical response attendants, and to preserve the limited resources on the tubing hill. This closure did not affect participation or revenue. The 7 day/week operation ran from 12/23/17 through 1/7/18 for the holiday period, and again in March for spring break. Hours of operation were also extended during this period from 9am to 6pm, daily. Typical hours of operation are 10am to 6pm. Hours of operation also changed in March (9am to 5pm) to reflect the warmer conditions.
- Despite being closed two days/week, participation was up ~9% compared to the 2016/2017 season. Most of the increase in participation was related to being open for the Thanksgiving weekend and a lack of good snow conditions at the ski resorts.
- We are currently operating at 82% of our capacity for a season; maximum capacity this season would have yielded a total of 87,052 tubers. Capacity was lowered this season (35 people per session), just like last season, to reduce wait times and maximize the guest experience.
- Ski and ride hill participation was slightly lower this season, down 3%, compared to the 2016/2017 season however, the ski and ride hill did not open until February due to the poor snow conditions.

- Beginner ski and ride lessons, in conjunction with Copper Mountain, were canceled this season due to poor snow conditions and staffing difficulties. Staff will continue to review and assess this program for the 2018/2019 season.
- Additional highlights from the season included:
 - The purchase and use of tube bottoms to increase the tube speeds during the warm spring conditions
 - Staff retention. At one point, we had 50 seasonal employees on the payroll
 - Online booking
 - Holiday pricing on MLK and Presidents weekend
 - Increased daily and holiday rates
 - Converted one seasonal employees a full time year-round employee
 - Hours of operation were changed in the spring due to the changing conditions – opened at 9am instead of 10am and closed at 5pm instead of 6pm.
 - Hours of operation over the Holiday break changed from 10am - 7pm, to 9am – 6pm, for the safety of the guests and lane speeds.

Table 2: End of Season Frisco Adventure Park Figures

| | 2017/2018 | 2016/2017 | 2015/2016 |
|--------------------------------------|-----------|-----------|-----------|
| Tubing Hill Participation | 71,541 | 64,909 | 78,786 |
| Number of Operational Days | 107 | 127 | 136 |
| Average # of Participants/Day | 668 | 511 | 579 |
| Ski and Ride Hill Participation | 539 | 581 | 613 |
| Copper Mountain Lesson Participation | 0 | 252 | 397 |

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

- The Nordic Center closed for the season on April 8th. Staff did an exceptional job this winter season, especially with the lack of snow and staffing challenges.
- Recruitment started in April for a full-time, year-round Nordic and Trails Manager. After a thorough recruitment, we are excited to announce that Pete Swenson will be joining the Frisco team effective May 14th.

- Skier visits totaled 12,526 for the 2017/2018 season, which was less than the 15,843 visits for the 2016/2017 season. Much of this drop can be attributed to the poor snow year and challenging trail conditions.
- Our goal this season was to continue to have the Frisco Nordic Center be a community hub. Through the following accomplishments, we achieved this goal:
 - Sold Frisco-only season passes at the Day Lodge rather than having our pass holders go to Breckenridge to purchase their passes as they have done in the past.
 - 2.5 kilometer man-made loop for early season skiing
 - Staff worked very closely with Summit Nordic Ski Club (SNSC) to host the USSA Junior Olympic Qualifier on December 16th and 17th at the Frisco Nordic Center. The event was very successful and the feedback was extremely positive from clubs, coaches, athletes and parents from across the state. The town successfully worked together and pulled in resources from different departments and divisions to successfully build a 2.5 kilometer loop for skiing. Over 300 athletes competed in the event and an estimated 675 total visitors were at the event.
 - Free community workout clinics were offered for season pass holders.
 - Ladies Skate Ski Clinics had a 25% increase in participation from the 2016/2017 to the 2017/2018 season.
 - Home-base for the Summit Nordic Ski Club, Summit High School and Summit Middle School teams.
 - Worked together with Summit County, USFS and the Town of Breckenridge to groom the Summit County Recreation path from Breckenridge to Frisco two times a week. This allowed free access to not only skiers but runners, fat bikers, dogs, etc.
 - Little Vikings after school program continued with our collaboration efforts between Frisco Elementary School and SNSC.
 - Winter events included: Frisco Gold Rush, Frisco Brewski, Frisco Freeze Fat Bike Race, 50+ Winter Games and the Wednesday night Frisco Cup race series
- Despite a low snowfall year, revenue is tracking well and comparable to 2017 figures at this time. Staff will continue to explore opportunities to increase this revenue line item through season pass sales, collaboration with Copper Mountain, introductory lessons and sales, etc. Expenses are tracking well at this time.

Table 3: Frisco Nordic Center Figures

| | April 2018 | April 2017 |
|---------------------|-------------------|------------|
| Season Pass Holders | 19 | 49 |
| Day Pass Visits | 12 | 66 |

| | | |
|-----------------|-----------|-----|
| Team/Club | 0 | 0 |
| Lessons/Clinics | 0 | 16 |
| Programs/Events | 2 | n/a |
| Little Vikings | 0 | n/a |
| Total | 33 | 131 |

| | | |
|-----------------|-------------------|------------|
| | April 2018 | April 2017 |
| Revenue – 1150 | \$10,665 | \$2,628 |
| Expenses – 1150 | \$15,306 | \$19,463 |

| | | | |
|-----------------|------------------------|--------------------|-----------------|
| | YTD Actual 2018 | Budget 2018 | YTD Actual 2017 |
| Revenue – 1150 | \$193,323 | \$343,000 | \$189,857 |
| Expenses – 1150 | \$95,963 | \$364,136 | \$119,703 |

Marina: April highlights for the Marina included the following:

- Two major Marina projects are ongoing at this time:
 - Marina Master Plan. The second workshop occurred on April 11th, with the second Community Conversation taking place on April 12th.
 - Office and Bathhouse Project (Lund House Redesign).
- Continue to prep for summer operations including:
 - Interviewing and hiring seasonal staff
 - Working through the waitlist for kayak rack spaces.
 - Finalized 2018 Brochure
 - Gathered contracts and insurance
 - Ordered retail items for summer
 - Trash clean up, painting, cleaning the yard, fixing the fence around the yard
- Operational updates include:
 - New pontoons arrived. We have four motors out of six mounted and they need remote oil tanks and to be primed and tested on the hose!!! Very close to launching as long as testing and priming and water cooperate.
 - Adam Tresselt is the new seasonal mechanic and has started.
 - Many new work orders from bottom paint, summarize, step tune and launch so we are prioritizing based on water and when they were submitted

- Rental fleet and work boats: Getting the runabouts ready for action, 3 are ready 1 still needs some work before launching; Rescue boat gauges are having issues and will be a warranty claim, but can be launched when it has a propeller; Work barge was worked on and tested on the hose but is waiting to launch; Skiff is being serviced due to hours and will be ready to go.
- Canoe and kayak racks are getting the last coat of paint and added into service.
- Dock repairs to gangway ramps
- Revenues are tracking well at this time thanks in large part to the invoice collection efforts of staff. Actual collections are significantly ahead of 2017 figures at this time. Expenses are also tracking well at this time. Budgeted expenses for 2018 are significantly higher than previous years due to the capital improvement projects and the investment into capital equipment.

Table 4: Frisco Marina Figures

| | April 2018 | April 2017 | April 2016 |
|-----------------|------------|------------|------------|
| Revenue – 9000 | \$49,779 | \$24,759 | \$44,503 |
| Expenses – 9000 | \$97,428 | \$47,444 | \$82,488 |

| | YTD Actual 2018 | Budget 2018 | YTD Actual 2017 | YTD Actual 2016 |
|-----------------|-----------------|-------------|-----------------|-----------------|
| Revenue – 9000 | \$359,977 | \$1,368,500 | \$299,754 | \$129,831 |
| Expenses – 9000 | \$378,360 | \$3,216,370 | \$187,080 | \$220,525 |

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

- April visitor attendance totaled 1,405 people (compared to 1,215 in 2017), with an average of 56 people/day. 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 April included the following:
 - Hosted one Group of 75 Students from Dillon Valley Elementary.
 - Easter Egg Hunt had 400 Attendees.
 - Adopt-A-Building Volunteers Helped Cleaned Out-Buildings.
- Ongoing Museum projects include the following:
 - Rehired for FT/YR Museum Coordinator Position.
 - Planning Marketing for 2018 Museum Programs & Events.

- Finalized Summer Lunchtime Lecture Series.
- FHPM Land Use Master Plan pending direction from Leadership – Submitted Interim Strategic Plan for 2019-2023
- Planning and Production on 2018 Exhibit Projects: Tipi Installation Slated for spring 2018; Oral History Exhibit – Slated for fall 2018)
- Submitted revisions on Museum Collection Management Plan for AAM Recertification in 2018.
- Implemented Spanish Language Version of Museum Brochure and Interpretive Building/Exhibit Guides.
- Revenues are doing well at this time and ahead of April 2017 figures. Expenses are also tracking well. James Murnane, Museum Coordinator, moved to Oregon and as such, recruitment began in April for this full-time, year-round position. We are happy to announce that Emma Thielk will start with us effective June 1st.

Table 5: Frisco Historic Park and Museum Figures

| | April 2018 | April 2017 | April 2016 |
|------------|------------|------------|------------|
| Attendance | 1,405 | 1,215 | 1,200 |

| | April 2018 | April 2017 | April 2016 |
|-----------------|------------|------------|------------|
| Revenue – 1125 | \$1,077 | \$841 | \$602 |
| Expenses – 1125 | \$20,310 | \$30,659 | \$26,715 |

| | YTD Actual 2018 | Budget 2018 | YTD Actual 2017 | YTD Actual 2016 |
|-----------------|-----------------|-------------|-----------------|-----------------|
| Revenue – 1125 | \$5,325 | \$16,500 | \$4,788 | \$4,271 |
| Expenses – 1125 | \$75,562 | \$336,723 | \$92,362 | \$64,497 |

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

- Registration for all summer programs opened at 8am on Wednesday, April 4th. Registration was open to “Frisco First” this year, meaning Frisco/Copper residents or people who work in Frisco/Copper could register earlier than others starting at 8am. If you didn’t work in Frisco/Copper or live in Frisco/Copper, you could start registering your child at noon.

For staff and our computer system to verify you lived or worked in Frisco/Copper, you needed to have come into the Day Lodge during the months of March and April to “prove” your residency or employment in Frisco/Copper. For instance, a driver’s license or pay stub. Once you “proved” your residency or employment, staff sold households a zero value pass. This pass was attached to your household and allowed you to register at 8am on April 4th for all programs.

A total of 235 passes were “sold” – zero value – to children/households who live/work in Frisco/Copper. Of those 235 passes:

- 32 both live and work in Frisco/Copper.
- 83 Live in Frisco/Copper
- 118 Work in Frisco/Copper
- 2 did not answer the question

There were 2,584 total registrations from 8:00am-12:00pm, and 647 total registrations from 12:00pm-6:00pm on April 4th.

Within minutes of registration opening, almost every Tuesday/Thursday (field trip days) filled with 50 kids per day enrolled in Fun Club. A handful of spots remained in the specialty sports camps until shortly after 12pm. Staff is looking forward to another busy summer!!

- The BOKS before school (Frisco Elementary) program wrapped up with 13 kids in attendance every T/Th in April. Sara Skinner and Grant McKay did a great job with running the program; parents were grateful for the ability to drop their kids off early to school and get some exercise.
- April Winter Fun Club increased in participation from April of 2017 (53) to April of 2018 (88). The highlight of the week's activities was a trip to Jump Street in Denver!
- Revenues and expenses are both tracking well at this time, and comparable to 2017 figures.

Table 6: Recreation Programs and Special Event Figures

| | April 2018 | April 2017 | April 2016 |
|----------------------------|------------|------------|------------|
| Winter Fun Club | 88 | 53 | 81 |
| BOKS | 78 | n/a | n/a |
| Total Participation | 166 | 53 | 81 |

| | April 2018 | April 2017 | April 2016 |
|-----------------|------------|------------|------------|
| Revenue – 1150 | \$182,555 | \$187,307 | \$141,916 |
| Expenses – 1150 | \$24,876 | \$27,849 | \$18,000 |

| | YTD Actual 2018 | Budget 2018 | YTD Actual 2017 | YTD Actual 2016 |
|-----------------|-----------------|-------------|-----------------|-----------------|
| Revenue – 1150 | \$209,528 | \$276,000 | \$213,770 | \$165,636 |
| Expenses – 1150 | \$85,113 | \$368,028 | \$70,672 | \$56,586 |

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
MAY 8, 2018**

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

Present: Jessica Burley
Dan Fallon
Rick Ihnken
Hunter Mortensen
Deborah Shaner
Melissa Sherburne
Gary Wilkinson

Absent:

Public Comment:

There was no public comment.

Council Comment:

Mayor Pro-Tem Mortensen thanked the Recreation Department for adding an unanticipated date of Fun Club to accommodate public participation in the Teachers National Day of Service.

Mayor Pro-Tem Mortensen spoke regarding a conference in Washington DC concerning national forest and recreation.

Swearing In:

Town Clerk Deborah Wohlmuth administered the oath of office to Council member Ihnken.

Appointment:

Mayor Pro-Tem

MOTION: COUNCIL MEMBER SHANER MOVED TO NOMINATE COUNCIL MEMBER MORTENSEN AS MAYOR PRO-TEM. SECOND, COUNCIL MEMBER BURLEY. MOTION CARRIED UNANIMOUSLY.

Consent Agenda:

Minutes April 24, 2018 Meeting
Storm Sewer System Capacity Study Contract and Budget Authority
Community Plan Contract
2nd and Belford Connector (2BC) Pathway IGA
Short Term Use and Occupancy Agreement, (Colorado Department of Transportation, Town of Frisco, and Nathaniel Kelly Foote)
CenturyLink Easement Agreement

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

| | | | |
|------------------|------------|------------------------|------------|
| BURLEY | YEA | IHNKEN | YEA |
| FALLON | YEA | MORTENSEN | YEA |
| SHANER | YEA | SHERBURNE | YEA |
| WILKINSON | YEA | MOTION CARRIED. | |

New Business:

Agenda Item #1: SOS Management and Use Agreement 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

Town Manager Randy Ready provided background regarding the Community Center Management and Use Agreement with SOS Outreach. Council discussed fees, responsibilities, and kitchen upgrades. Mayor Wilkinson opened public comment at 7:15pm. Frisco residents and business owners Kate Hudnut, Amy Kemp and Larry Sullivan spoke in support of renewing the agreement with SOS. There being no further public comment, Mayor Wilkinson closed public comment at 7:35pm.

MOTION: COUNCIL MEMBER SHANER MOVED APPROVE THE SOS MANAGEMENT AND USE AGREEMENT. SECOND, COUNCIL MEMBER BURLEY. VOTE:

| | | | |
|------------------|------------|------------------------|------------|
| BURLEY | YEA | IHNKEN | YEA |
| FALLON | YEA | MORTENSEN | YEA |
| SHANER | YEA | SHERBURNE | YEA |
| WILKINSON | YEA | MOTION CARRIED. | |

Adjourn:

There being no further business, the meeting adjourned at 7:43 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk

Visa P-Card Statement 4-28-2018

| Transaction Date | Supplier - Name | Tr Line Amount | GL Coding | Transaction - Description |
|------------------|-----------------------------|----------------|--------------|---|
| 04/06/2018 | 5280 Publishing Inc | \$2,772.00 | 10-1118-4265 | Full page ad- General winter |
| 04/09/2018 | 5280 Publishing Inc | \$2,772.00 | 10-1118-4265 | Full page ad- BBQ |
| 04/23/2018 | 5280 Publishing Inc | \$2,000.00 | 10-1118-4265 | BBQ ad |
| 04/04/2018 | Abbey's Coffee | \$8.50 | 10-1118-4227 | Coffee meeting |
| 04/23/2018 | Abbey's Coffee | \$9.30 | 10-1110-4276 | Frisco Town Talk |
| 04/12/2018 | Actifabric.Com | \$21.43 | 30-3000-4262 | Scoreboard fabric |
| 04/10/2018 | Adidas Online Store | \$37.93 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/16/2018 | Alpinaire Healthcare | \$15.00 | 10-1160-4401 | O2 Tank Rental and Maintenance for FAP First Aid Room |
| 04/16/2018 | AlSCO Inc. | \$415.29 | 10-1160-4401 | FAP-Rugs |
| 04/17/2018 | AlSCO Inc. | \$135.69 | 10-1125-4477 | Mat Service |
| 04/17/2018 | AlSCO Inc. | \$356.42 | 10-1133-4270 | Uniforms |
| 03/27/2018 | Alwaysmountaintime | \$726.00 | 10-1160-4265 | Winter Adventure Park advertising on La Nueva Mix |
| 04/12/2018 | Alwaysmountaintime | \$1,069.00 | 10-1160-4265 | Winter Adventure Park advertising on La Nueva Mix |
| 04/02/2018 | Amazon Mktp lace Prmts | \$3.88 | 10-1130-4233 | Batteries |
| 04/05/2018 | Amazon Mktp lace Prmts | \$178.00 | 10-1133-4205 | Fleet tire machine |
| 04/05/2018 | Amazon Mktp lace Prmts | \$35.98 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/06/2018 | Amazon Mktp lace Prmts | \$34.14 | 10-1132-4207 | Employee housing screen door replacement |
| 04/08/2018 | Amazon Mktp lace Prmts | \$6.58 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/09/2018 | Amazon Mktp lace Prmts | \$39.95 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/10/2018 | Amazon Mktp lace Prmts | \$31.98 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/12/2018 | Amazon Mktp lace Prmts | \$139.59 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/12/2018 | Amazon Mktp lace Prmts | \$54.94 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/12/2018 | Amazon Mktp lace Prmts | -\$3.88 | 10-1130-4233 | Credit - Batteries |
| 04/13/2018 | Amazon Mktp lace Prmts | \$33.99 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/14/2018 | Amazon Mktp lace Prmts | \$19.48 | 90-9000-4890 | Treasure chest mailbox |
| 04/16/2018 | Amazon Mktp lace Prmts | \$249.98 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/16/2018 | Amazon Mktp lace Prmts | \$39.99 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/17/2018 | Amazon Mktp lace Prmts | \$62.59 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/18/2018 | Amazon Mktp lace Prmts | \$241.97 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/01/2018 | Amazon Mktp lace Prmts Www. | \$44.31 | 10-1130-4233 | Automatic stapler; Batteries |
| 04/05/2018 | Amazon Mktp lace Prmts Www. | \$38.90 | 10-1132-4207 | Employee housing; Tire machine/changer . |
| 04/11/2018 | Amazon Mktp lace Prmts Www. | \$9.99 | 10-1132-4207 | HDMI splitter |
| 04/17/2018 | Amazon Mktp lace Prmts Www. | \$109.90 | 90-9000-4890 | Jewels for treasure chest for treasure hunt |
| 04/18/2018 | Amazon Mktp lace Prmts Www. | \$18.39 | 90-9000-4890 | Gold coins for treasure chest |
| 04/16/2018 | Amazon.Com | \$94.99 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/26/2018 | Amazon.Com Amzn.Com/bill | \$97.48 | 10-1115-4224 | Reference Book on Parking |
| 04/02/2018 | Ammo Supply Wareho | \$1,799.97 | 10-1121-4218 | Ammunition - Police Department |
| 04/12/2018 | ApI* Itunes.Com/bill | \$5.09 | 10-1150-4606 | Recreation - Pandora Subscription |
| 04/16/2018 | ApI* Itunes.Com/bill | \$5.09 | 10-1150-4606 | Recreation - Pandora Subscription |
| 03/29/2018 | Aq Denver Ocean Journe | \$180.00 | 10-1150-4605 | Field Trip Deposit |
| 04/26/2018 | Arizona Municipal Cler | \$43.00 | 10-1115-4227 | IIMC Region 8 conference dinner |
| 03/30/2018 | At&t*bill Payment | \$35.00 | 10-1110-4203 | Personal cell phone stipend |
| 03/30/2018 | At&t*bill Payment | \$67.26 | 10-1110-4203 | Personal cell phone stipend |
| 04/05/2018 | At&t*bill Payment | -\$67.26 | 10-1110-4203 | Personal cell phone stipend |
| 04/06/2018 | At&t*bill Payment | \$35.00 | 10-1110-4203 | Personal cell phone stipend |
| 04/18/2018 | At&t*bill Payment | \$35.00 | 10-1110-4203 | Personal cell phone stipend |
| 04/09/2018 | Backcountry.Com | \$113.14 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |

| | | | | |
|------------|--------------------------|------------|--------------|--|
| 04/13/2018 | Backcountry.Com | \$293.10 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/13/2018 | Backcountry.Com | \$144.01 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/08/2018 | Bbcheelys | \$88.11 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/17/2018 | Bc Hats | \$1,771.61 | 90-0090-1651 | Retail hats - Marina |
| 04/09/2018 | Bluesombrero3- Sport Rea | \$350.00 | 10-1118-4825 | Spring Frisco Team Sponsorship High Country Soccer |
| 03/31/2018 | Bread Salt | \$50.00 | 10-1118-4590 | Media Gift Card |
| 04/17/2018 | Breckenridge Ale H | \$34.10 | 10-1131-4227 | Conference - Meal |
| 04/20/2018 | Brp US Inc | \$5,781.12 | 90-9000-4208 | Parts for boat rental fleet. |
| 04/20/2018 | Brp US Inc | \$270.00 | 90-9000-4210 | Boss web Service charge. |
| 04/25/2018 | Build.Com | \$51.19 | 10-1125-4205 | Outdoor Light |
| 04/05/2018 | Butterhom Bakery And Caf | \$22.00 | 20-2000-5066 | PRA Next Steps - Trail Enhancements |
| 04/10/2018 | Butterhom Bakery And Caf | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 03/27/2018 | Callender Tire, Inc | \$1,000.00 | 10-1133-4205 | Tires for Kenworth |
| 03/28/2018 | Carquest 3948 | \$336.24 | 10-1133-4205 | Battery |
| 03/29/2018 | Carquest 3948 | -\$32.67 | 10-1133-4205 | Credit - Battery |
| 03/29/2018 | Carquest 3948 | -\$27.00 | 10-1133-4205 | Credit - Battery |
| 03/30/2018 | Carquest 3948 | \$29.39 | 10-1133-4205 | Stock filters |
| 04/02/2018 | Carquest 3948 | \$120.51 | 10-1133-4205 | Stock filters |
| 04/08/2018 | Carquest 3948 | \$247.48 | 10-1133-4205 | Wipers; Battery inventory |
| 04/17/2018 | Carquest 3948 | \$138.60 | 10-1133-4205 | Filters; Hydraulic couplers; Spark plugs |
| 04/20/2018 | Carquest 3948 | -\$113.40 | 10-1133-4205 | Credit - Master cylinder |
| 04/20/2018 | Carquest 3948 | \$104.64 | 10-1133-4205 | Master cylinder |
| 04/20/2018 | Carquest 3948 | \$113.40 | 10-1133-4205 | Master cylinder |
| 04/26/2018 | Carquest 3948 | \$85.49 | 10-1133-4205 | Filters; Couplers; Gloves |
| 04/05/2018 | Casfm | -\$25.00 | 10-1119-4227 | Registration refund for CASFM Seminar |
| 04/24/2018 | Cc Garage-3036401096 | \$12.00 | 10-1118-4227 | Parking for SIPA conference |
| 04/17/2018 | Cdw Govt #mkt5227 | \$38.96 | 10-1110-4704 | USB cable for front desk printer |
| 04/09/2018 | Centurylink/Speedpay | \$1,605.47 | 10-1110-4203 | TH lines |
| 04/09/2018 | Centurylink/Speedpav | \$444.08 | 40-4000-4203 | WTP lines |
| 04/09/2018 | Centurylink/Speedpay | \$234.55 | 80-8000-4203 | VIC lines |
| 04/09/2018 | Centurylink/Speedpay | \$368.32 | 90-8000-4203 | Marina lines |
| 04/09/2018 | Centurylink/Speedpay | \$35.48 | 90-8000-4401 | Marina utilities |
| 04/09/2018 | Centurylink/Speedpay | \$149.89 | 10-1110-4226 | Website |
| 04/12/2018 | Centurylink/Speedpav | \$293.21 | 10-1110-4203 | Long distance |
| 04/18/2018 | Chipotle 0946 | \$14.00 | 10-1131-4227 | Conference - meal |
| 04/18/2018 | Chipotle 0946 | \$14.60 | 10-1131-4227 | Conference - meal |
| 03/30/2018 | Cintas 60a Sap | \$98.63 | 10-1130-4270 | First aid supplies |
| 04/05/2018 | City-Market #0430 | \$90.93 | 20-2000-5066 | PRA Next Steps - Trail Enhancements |
| 04/12/2018 | City-Market #0430 | \$87.17 | 90-9000-4890 | Marina Master Plan Open House |
| 04/26/2018 | City-Market #0430 | \$137.28 | 20-2000-5077 | Appetizers for Skate Park Community Conversation |
| 04/20/2018 | Clarion Inn Grand Junc | \$252.00 | 10-1131-4227 | Conference - lodging |
| 04/20/2018 | Clarion Inn Grand Junc | \$252.00 | 10-1131-4227 | Conference - lodging |
| 04/20/2018 | Clarion Inn Grand Junc | \$252.00 | 10-1131-4227 | Conference - lodging |

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| 04/02/2018 | Cloud Cover Music | \$17.95 | 80-8000-4233 | VIC - April Music Service |
| 03/28/2018 | Co Motor Parts 0026866 | \$12.54 | 10-1133-4205 | Air couplers; Shop supplies |
| 03/29/2018 | Co Motor Parts 0026866 | \$20.28 | 90-9000-4892 | Fuel hose for work order. |
| 03/29/2018 | Co Motor Parts 0026866 | \$13.62 | 90-9000-4892 | Spark plugs for work order. |
| 03/29/2018 | Co Motor Parts 0026866 | \$14.99 | 90-9000-4201 | Battery carrier tool for shop. |
| 03/30/2018 | Co Motor Parts 0026866 | \$29.99 | 10-1133-4205 | Seat belt for Belos |
| 04/02/2018 | Co Motor Parts 0026866 | \$9.76 | 90-9000-4201 | Chemical supplies for shop |
| 04/03/2018 | Co Motor Parts 0026866 | \$2.99 | 10-1121-4233 | Connector kit for radar trailer |
| 04/05/2018 | Co Motor Parts 0026866 | \$26.99 | 10-1134-4205 | Floor mats for trucks |
| 04/06/2018 | Co Motor Parts 0026866 | \$39.87 | 10-1133-4205 | Wipers for police vehicles |
| 04/11/2018 | Co Motor Parts 0026866 | \$9.28 | 10-1160-4409 | Anti-freeze to summerize snowmaking system |
| 04/14/2018 | Co Motor Parts 0026866 | \$5.50 | 10-1133-4205 | Switch for Belos |
| 04/17/2018 | Co Motor Parts 0026866 | \$33.00 | 10-1133-4205 | Strobe switches |
| 04/18/2018 | Co Motor Parts 0026866 | \$19.64 | 90-9000-4201 | Electrical supplies for shop |
| 04/21/2018 | Co Motor Parts 0026866 | \$15.42 | 10-1133-4205 | Brake fluid |
| 04/24/2018 | Co Motor Parts 0026866 | \$653.16 | 90-9000-4208 | Six new batteries for new pontoon boats. |
| 04/02/2018 | Co Summit Cnty Srv | \$14.06 | 90-9000-4250 | Recording fees for Plat |
| 04/13/2018 | Co Summit Cnty Srv | \$14.06 | 10-0010-2601 | Recording fees for Plat |
| 04/19/2018 | Co Summit Cnty Srv | \$37.20 | 10-1140-4863 | BBQ Application Fee |
| 04/19/2018 | Co Summit Cnty Srv | \$37.19 | 10-1140-4809 | Town Clean Up Application Fee |
| 04/24/2018 | Co Summit Cnty Srv | \$29.40 | 10-1110-4233 | Recording fees - restrictive covenant |
| 03/30/2018 | Coed Sportswear, Inc | \$383.61 | 10-1150-4702 | BOKS t-shirts |
| 04/05/2018 | Coed Sportswear, Inc. | \$5.00 | 10-1150-4702 | BOKS T-shirts |
| 03/27/2018 | Colorado Analytical | \$39.00 | 40-4000-4250 | Phosphorus tests |
| 03/27/2018 | Colorado Analytical | \$281.08 | 40-4000-4250 | Radiological tests |
| 04/09/2018 | Colorado Analytical | \$120.00 | 40-4000-4250 | Lead and copper testing |
| 04/17/2018 | Colorado Analytical | \$30.00 | 40-4000-4250 | Cu/Pb water tests |
| 04/18/2018 | Colorado Analytical | \$39.00 | 40-4000-4250 | Phosphorus tests |
| 04/25/2018 | Colorado Analytical | \$30.00 | 40-4000-4250 | Lead and copper testing |
| 04/25/2018 | Colorado Analytical | \$1,005.00 | 40-4000-4250 | Required water testing |
| 03/30/2018 | Colorado Chapter Of The I | \$36.05 | 10-1119-4227 | CCICC monthly business and training meeting |
| 04/03/2018 | Colorado Ltap | \$30.00 | 10-1131-4227 | Road Scholar class registration fee |
| 04/05/2018 | Colorado Mtn News Media | \$40.39 | 10-1119-4265 | Public Notices |
| 04/10/2018 | Colorado Mtn News Media | \$744.44 | 10-1118-4265 | Easter Egg Hunt and digital advertising |
| 04/10/2018 | Colorado Mtn News Media | \$1,373.76 | 10-1160-4265 | Bubble Gum Races and front page ad |
| 04/10/2018 | Colorado Mtn News Media | \$1,466.64 | 10-1125-4265 | Winter Lecture Series and Bill's Ranch Tour |
| 04/10/2018 | Colorado Mtn News Media | \$256.00 | 10-1118-4265 | Match gov backyard page |
| 04/16/2018 | Colorado Mtn News Media | \$102.90 | 10-1110-4276 | Town Talk Ad SDN |
| 04/20/2018 | Colorado Mtn News Media | \$205.80 | 10-1130-4265 | Street maintenance ads |
| 04/20/2018 | Colorado Mtn News Media | \$205.80 | 10-1133-4265 | Sewer drainage RFP |
| 04/20/2018 | Colorado Mtn News Media | \$205.80 | 40-4000-4265 | Water survey RFP |
| 04/20/2018 | Colorado Mtn News Media | \$147.00 | 10-1115-4265 | Legal notices |
| 04/11/2018 | Colorado Municipal League | \$347.00 | 10-1115-4227 | Annual Conference registration |
| 04/26/2018 | Colorado Silver Star Corp | \$391.75 | 80-8000-4418 | Key-chains for VIC Retail |
| 04/13/2018 | Comcast Cable Comm | \$755.28 | 90-9000-4203 | Marina cable |
| 04/13/2018 | Comcast Cable Comm | \$286.10 | 80-8000-4203 | VIC cable |
| 04/13/2018 | Comcast Cable Comm | \$1,342.41 | 10-1110-4203 | All other cable |
| 04/14/2018 | Conoco - Sei 17284 | \$30.00 | 10-1121-4276 | Community assistance |
| 04/26/2018 | Conoco - Sei 17284 | \$16.82 | 10-1134-4260 | Fuel for mower |
| 04/11/2018 | Copy Copy - North Summ | \$94.86 | 10-1125-4221 | Spanish Guides for Buildings |

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| 04/25/2018 | Copy Copy - North Summ | \$28.59 | 10-1125-4221 | Guides - Printing |
| 04/18/2018 | Core & Main Lp 518 | \$731.31 | 40-4000-4275 | Hydrant parts |
| 03/30/2018 | Craigslist.Org | \$10.00 | 10-1110-4265 | Recruiting ad |
| 03/29/2018 | Cross Country Ski Asoc | \$370.00 | 10-1170-4210 | Nordic- Ski Area Membership |
| 03/29/2018 | Cross Country Ski Asoc | \$850.00 | 10-1170-4227 | Nordic- CCSAA Conference |
| 04/02/2018 | Custmlanyardlanyards | \$588.84 | 10-1140-4868 | BBQ Lanyards |
| 04/18/2018 | Dana Kepner Company/hdq | \$1,251.26 | 40-4000-4425 | Water meter repair parts |
| 03/31/2018 | Dell Sales & Service | \$318.98 | 10-1110-4704 | Computer Monitor |
| 04/25/2018 | Dencol Supply Company | \$1,450.50 | 40-4000-4444 | Steel gates for Well #7 |
| 04/25/2018 | Diaq Tool | -\$2,895.00 | 10-1133-4271 | Credit |
| 04/19/2018 | Direct Landscape Supply | \$363.30 | 80-8000-4589 | Harvest Gold wood chips - Landscaping |
| 04/26/2018 | Direct Landscape Supply | \$363.30 | 80-8000-4589 | Harvest Gold wood chips - Landscaping |
| 04/02/2018 | Discountmuqs.Com | \$2,669.80 | 10-1140-4868 | Shot Glasses for BBQ Vendors/ muqs for Whiskey Tour |
| 04/15/2018 | Dnh*godaddy.Com | \$85.96 | 10-1118-4655 | Domain renewal FRISCORECREATION.ORG, FRISCORECREATION.INFO, FRISCORECREATION.NET and FRISCORECREATION.COM |
| 04/18/2018 | Dorfman Pacific Co | \$260.00 | 90-0090-1651 | Retail Hats - Marina |
| 04/24/2018 | Dorfman Pacific Co | \$28.63 | 90-0090-1651 | Hat Inventory - Marina |
| 04/19/2018 | Downtown Colorado Inc | -\$100.00 | 80-8000-4227 | DCI Conference Member Refund |
| 04/01/2018 | Dynamic Media | \$32.95 | 10-1160-4401 | FAP-SIRIUS Radio |
| 03/31/2018 | Facebk Xwge9e2a52 | \$70.00 | 10-1160-4265 | Bubble Gum Races promoted posts |
| 03/31/2018 | Facebk Xwge9e2a52 | \$176.89 | 10-1170-4265 | BrewSki promoted post |
| 04/17/2018 | Fastenal Company01 | \$21.48 | 10-1131-4403 | Bolt for Marina lights |
| 04/20/2018 | Fastenal Company01 | \$15.14 | 10-1131-4403 | Bolts for signs |
| 04/08/2018 | Fedex | \$21.99 | 10-1133-4205 | Postage to return lab top kit |
| 04/10/2018 | Fedex | \$74.43 | 10-1133-4205 | Postage to return lab top kit |
| 04/16/2018 | Flags Georgia | \$189.95 | 10-1133-4205 | Decals for fleet vehicles |
| 04/13/2018 | Frisco Escape Room | \$216.00 | 10-1150-4606 | Fun Club Field Trip |
| 04/13/2018 | Frisco Escape Room | \$270.00 | 10-1150-4606 | Fun Club Field Trip |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$314.47 | 10-1160-4401 | Gas/Electricity - Frisco Adventure Park Well House |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 10-1132-4401 | Gas/Electricity - Town Buildings |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$577.77 | 10-1170-4401 | Gas/Electricity - Nordic Building |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$326.66 | 80-8000-4401 | Gas/Electricity - Visitor Information Center |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$1,179.02 | 10-1132-4401 | Gas/Electricity - Town Buildings |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$2,561.30 | 10-1160-4401 | Gas/Electricity - Frisco Adventure Park and Day Lodge |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 10-1160-4401 | Gas/Electricity - Frisco Adventure Park and Day Lodge |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$837.49 | 10-1125-4401 | Gas/Electricity - Frisco Historic Park & Museum |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$1,815.54 | 40-4000-4401 | Gas/Electricity - Water Treatment Plan and Water Wells |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$896.61 | 90-9000-4401 | Gas/Electricity - Frisco Bay Marina |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$178.06 | 10-1140-4401 | Electricity - Special Events Power |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 40-4000-4401 | Gas/Electricity - Water Treatment Plan and Water Wells |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$942.62 | 10-1131-4401 | Electricity - Town Street Lights |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 10-1131-4401 | Electricity - Town Street Lights |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$1,319.10 | 55-5500-4263 | 306 Galena - Mary Ruth Project - Reroute Gas/Reroute Electricity |

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| 03/28/2018 | Fsi*xcel Energy Pmts | \$109.52 | 10-1131-4401 | Electricity - Street Lights |
| 03/28/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 55-5500-4263 | 306 Galena - Mary Ruth Project - Reroute Gas/Reroute Electricity |
| 04/10/2018 | Fsi*xcel Energy Pmts | \$55.50 | 10-1121-4228 | Police Academy apartment utilities |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 40-4000-4401 | Gas/Electricity - Water Treatment Plant and Water Wells |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$955.22 | 40-4000-4401 | Gas/Electricity - 612 Recreation Way Well House |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 10-1131-4401 | Electricity - Town Street Lights |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$792.85 | 90-9000-4401 | Gas/Electricity - Frisco Bay Marina |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 10-1132-4401 | Gas/Electricity - Town Buildings |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$3,000.00 | 10-1160-4401 | Gas/Electricity - Frisco Adventure Park & Day Lodge |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$619.57 | 10-1125-4401 | Gas/Electricity - Frisco Historic Park & Museum |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$1,281.41 | 10-1160-4401 | Gas/Electricity - Frisco Adventure Park & Day Lodge |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$1,195.70 | 40-4000-4401 | Gas/Electricity - Water Treatment Plant and Water Wells |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$561.00 | 10-1170-4401 | Gas/Electricity - Nordic Building |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$268.37 | 80-8000-4401 | Gas/Electricity - Visitor Information Center |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$360.49 | 10-1132-4401 | Gas/Electricity - Town Buildings |
| 04/26/2018 | Fsi*xcel Energy Pmts | \$937.94 | 10-1131-4401 | Electricity - Town Street Lights |
| 04/18/2018 | Fulcrum Publishinq, Inc. | \$120.49 | 10-1125-4891 | Ute Books - Historic Museum gift shop inventory |
| 04/11/2018 | Galls | \$773.14 | 10-1121-4270 | PD - Uniform |
| 04/05/2018 | Geowater Services | \$40.00 | 40-4000-4250 | LT2 sample analysis |
| 04/13/2018 | Geowater Services | \$150.00 | 40-4000-4250 | Coliform and E. Coli tests |
| 04/20/2018 | Geowater Services | \$40.00 | 40-4000-4250 | LT2 sample analysis |
| 04/07/2018 | Giampietro Pizzeria | \$21.50 | 10-1125-4227 | Lunch Production Meeting with SCTV |
| 04/14/2018 | Gih*globalindustrialeq | \$71.36 | 90-9000-4200 | Spare filter for water bottle filler |
| 04/19/2018 | Gih*globalindustrialeq | \$860.44 | 90-9000-4201 | Water bottle filling station |
| 04/25/2018 | Gmco Corporation | \$4,584.91 | 10-1131-4404 | Deicer for streets |
| 04/06/2018 | Gold King Mountain Inn | \$79.00 | 10-1119-4227 | Lodging - CCICC training meeting |
| 04/10/2018 | Greco's Pastaria | \$175.00 | 10-1111-4229 | Council Dinner |
| 04/03/2018 | Hacienda Real | \$66.40 | 10-1110-4211 | Election judge lunches |
| 04/04/2018 | Hacienda Real | \$120.85 | 10-1119-4233 | CDD Team Retreat |
| 04/11/2018 | Hacienda Real | \$28.75 | 10-1140-4227 | Sponsorship lunch with Breckenridge Distillery |
| 04/17/2018 | Hacienda Real | \$27.50 | 10-1115-4227 | Lunch With Council Member |
| 04/04/2018 | High Country Custom Impre | \$57.00 | 10-1111-4229 | Council name tags and dais plates |
| 04/06/2018 | High Country Custom Impre | \$25.00 | 10-1110-4650 | Leaving Council Gifts |
| 04/13/2018 | Hotel Boulderado | \$807.00 | 80-8000-4227 | Lodging for DCI Conference |
| 04/03/2018 | Idu*insight Public Sec | \$8,005.82 | 10-1110-4704 | Adobe licenses |
| 04/06/2018 | In *colorado Government A | \$330.00 | 10-1115-4210 | CGAIT membership - IT |
| 04/13/2018 | In *colorado Runner | \$500.00 | 10-1150-4265 | eblast full Run the Rockies Schedule |
| 04/14/2018 | In *custom Pins | \$633.50 | 10-1140-4868 | Pins for BBQ |
| 04/16/2018 | In *ecologic Designs Inc. | \$775.00 | 80-8000-4418 | Banner Bags for Retail |
| 04/06/2018 | In *house Of Signs, Inc. | \$935.00 | 10-1125-4893 | Design and Printing for Tipi Signage |
| 04/10/2018 | In *mountain River Natura | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/05/2018 | In *rocky Mountain Coffee | \$43.75 | 10-1110-4233 | Kitchen Supplies |

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| 04/18/2018 | In *sanitary Supply Corp. | \$302.09 | 10-1132-4207 | Paper supplies for Town Hall |
| 04/24/2018 | In *sanitary Supply Corp. | \$362.80 | 80-8000-4477 | Restroom Supplies |
| 04/25/2018 | In *sanitary Supply Corp. | \$2,168.50 | 10-1160-4477 | FAP-Cleaning supplies |
| 03/30/2018 | In *tm Sales Inc. | \$170.00 | 10-1132-4227 | Boiler Workshop |
| 03/30/2018 | In *tm Sales Inc. | \$85.00 | 10-1132-4227 | Boiler Workshop |
| 04/04/2018 | Infinity Certified Weldin | \$71.04 | 90-9000-4201 | Expanded metal for Boat Inspection sign. |
| 03/30/2018 | Innermountain Distributin | \$273.45 | 10-1160-4225 | Beverage Order for FAP Kitchen |
| 04/17/2018 | Innermountain Distributin | \$35.75 | 10-1160-4225 | Beverage Order for FAP Kitchen |
| 04/04/2018 | Intl Code Council Inc | \$95.00 | 10-1119-4210 | Renewal of ICC Building Inspector and Building Plans Examiner certifications. |
| 04/10/2018 | J & S Contractors Supply | \$537.80 | 10-1131-4403 | Aluminum for street signs |
| 04/24/2018 | John Vega Llc | \$209.00 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/09/2018 | Jumpstreet 9 | \$100.00 | 10-1150-4606 | Recreation Field Trip Deposit |
| 04/17/2018 | Jumpstreet 9 | \$112.94 | 10-1150-4606 | Recreation Field Trip |
| 04/25/2018 | Kois Brothers Equipment | \$76.48 | 10-1133-4205 | Air valves for Peterbuilt |
| 04/17/2018 | Krystal Broadcasting Inc | \$408.00 | 10-1170-4265 | Brewski ads |
| 03/28/2018 | Kum & Go #2926 | \$28.00 | 10-1130-4260 | Training - Gas for town vehicle |
| 04/10/2018 | La Casa Del Rev | \$15.98 | 10-1131-4227 | Denver trip - Meal |
| 04/12/2018 | Lighting Accessory | \$1,457.87 | 40-4000-4460 | Light bar for water truck |
| 04/04/2018 | Little Red Schoolhouse In | \$250.00 | 10-1118-4825 | Golf tournament hole sponsorship |
| 04/26/2018 | Littleton Reg Register | \$271.50 | 90-9000-4208 | Boat state registrations |
| 03/28/2018 | Loaf N Jug #0048 | \$10.30 | 10-1110-4229 | Class supplies |
| 04/20/2018 | Loaf N Jug #0048 | \$6.26 | 10-1150-4606 | Snacks for camp |
| 04/24/2018 | Loaf N Jug #0048 | \$5.18 | 10-1111-4229 | Council Reception |
| 03/30/2018 | Log Cabin Cafe | \$29.00 | 10-1115-4227 | Housing Discussion Citizen |
| 04/19/2018 | Log Cabin Cafe | \$216.00 | 10-1110-4229 | All Staff Breakfast |
| 03/28/2018 | Lowe's #03206 | \$40.90 | 10-1132-4207 | Boiler work |
| 03/28/2018 | Lowe's #03206 | \$29.97 | 10-1131-4403 | Tools |
| 03/29/2018 | Lowe's #03206 | \$55.26 | 90-9000-4460 | Primer for canoe and kayak racks. |
| 03/30/2018 | Lowe's #03206 | \$21.41 | 40-4000-4201 | Water department supplies |
| 03/31/2018 | Lowe's #03206 | \$36.30 | 10-1132-4207 | Shed roof for bicycles |
| 04/02/2018 | Lowe's #03206 | \$51.23 | 10-1132-4207 | Sally Port shelves |
| 04/05/2018 | Lowe's #03206 | \$14.96 | 40-4000-4201 | PVC glue and primer for Well #5; Gloves |
| 04/06/2018 | Lowe's #03206 | \$175.12 | 40-4000-4201 | Water department supplies |
| 04/06/2018 | Lowe's #03206 | \$34.00 | 10-1132-4207 | Truck supplies; LED's |
| 04/07/2018 | Lowe's #03206 | \$123.09 | 30-3000-4262 | Scoreboard |
| 04/08/2018 | Lowe's #03206 | \$32.37 | 10-1131-4403 | Bike storage for shop |
| 04/09/2018 | Lowe's #03206 | \$170.41 | 10-1132-4207 | Cable tester |
| 04/09/2018 | Lowe's #03206 | \$286.16 | 30-3000-4262 | Scoreboard |
| 04/09/2018 | Lowe's #03206 | \$21.97 | 10-1125-4207 | Bulbs |
| 04/09/2018 | Lowe's #03206 | \$59.20 | 10-1131-4403 | Wash bay storage racks |
| 04/11/2018 | Lowe's #03206 | \$10.74 | 10-1125-4207 | Electrical Supplies |
| 04/11/2018 | Lowe's #03206 | \$30.04 | 10-1121-4218 | Supplies to make targets for the range |
| 04/12/2018 | Lowe's #03206 | \$6.81 | 10-1121-4233 | New lock for radar trailer |
| 04/16/2018 | Lowe's #03206 | \$91.00 | 10-1132-4207 | Town Hall roof; Shelves |
| 04/16/2018 | Lowe's #03206 | \$297.92 | 80-8000-4589 | Landscaping supplies |

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| 04/18/2018 | Lowe's #03206 | \$242.03 | 10-1132-4207 | Old Town Hall women's floor |
| 04/18/2018 | Lowe's #03206 | \$23.22 | 40-4000-4201 | Water department supplies |
| 04/19/2018 | Lowe's #03206 | \$77.03 | 10-1132-4207 | Old Town Hall floor repair |
| 04/19/2018 | Lowe's #03206 | \$118.98 | 10-1131-4403 | Knife set |
| 04/19/2018 | Lowe's #03206 | \$130.66 | 10-1131-4403 | Wood to fix tennis court wall |
| 04/19/2018 | Lowe's #03206 | \$8.63 | 10-1160-4409 | Paint |
| 04/20/2018 | Lowe's #03206 | \$72.96 | 30-3000-4262 | Scoreboard |
| 04/20/2018 | Lowe's #03206 | \$146.69 | 10-1132-4207 | Time clock parts |
| 04/23/2018 | Lowe's #03206 | \$15.76 | 90-9000-4207 | Wood for Island Grill repair |
| 04/23/2018 | Lowe's #03206 | \$104.88 | 10-1160-4409 | Paint, Snow Making Shelving |
| 04/24/2018 | Lowe's #03206 | \$17.75 | 10-1125-4207 | Hardware |
| 04/25/2018 | Lowe's #03206 | \$135.12 | 30-3000-4262 | Scoreboard |
| 04/25/2018 | Lowe's #03206 | \$24.50 | 90-9000-4201 | Caulk and earplugs for shop |
| 04/25/2018 | Lowe's #03206 | \$45.68 | 40-4000-4201 | Purchase Lowe's #03206 |
| 04/25/2018 | Lowe's #03206 | -\$19.98 | 10-1131-4403 | Credit - Knife set |
| 04/26/2018 | Lowe's #03206 | \$55.94 | 80-8000-4589 | Tree saw; Cable ties |
| 03/28/2018 | Mahis Street Tacos | \$49.81 | 10-1115-4227 | Copper job fair - meal for five staff |
| 04/18/2018 | Main Street Bagels | \$15.30 | 10-1131-4227 | Conference - meal |
| 04/05/2018 | Mavericks | \$17.80 | 10-1119-4227 | Training meeting - meal |
| 03/29/2018 | Microsoft | \$478.69 | 10-1110-4704 | Tablet repair |
| 04/13/2018 | Miles Partnership | \$2,714.40 | 10-1118-4265 | Full page Summer Alive Guide |
| 04/25/2018 | Most Dependable Fountains | \$7,405.00 | 10-1110-4603 | Two water bottle filling fountains |
| 04/23/2018 | Municipal Treatment Equi | \$401.96 | 40-4000-4280 | Well chlorinator |
| 04/23/2018 | Municipal Treatment Equi | \$566.02 | 40-4000-4280 | Well chlorinator for parks |
| 04/10/2018 | Murdochs | \$19.99 | 10-1134-4270 | Gloves |
| 04/16/2018 | Murdochs | \$39.99 | 10-1131-4403 | New winch for Summit Blvd. banner |
| 04/19/2018 | Murdochs | \$39.99 | 10-1160-4409 | T-Strike Puller |
| 04/19/2018 | Murdochs | \$238.00 | 10-0060-2060 | Tip Reward |
| 04/25/2018 | Murdochs | \$129.99 | 10-1131-4403 | Cordless drill |
| 04/03/2018 | Name Badge Productions, L | \$61.01 | 10-1140-4868 | Name badges |
| 04/03/2018 | Natural Grocers | \$13.06 | 90-9000-4227 | Training - lunch |
| 04/05/2018 | Natural Grocers | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/10/2018 | Next Page Books And Nosh- | \$25.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/10/2018 | Next Page Books And Nosh- | \$25.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/03/2018 | Nike.Com | \$75.00 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/19/2018 | Ohv Boat Snow Coparkivs | \$769.75 | 90-9000-4208 | Boat state registrations |
| 03/29/2018 | Outside Television Inc | \$8,000.00 | 10-1118-4265 | Yearly contract with TV8 |
| 03/29/2018 | Outside Television Inc | \$4,280.00 | 10-1150-4265 | Adventure Park snow report sponsor and coverage on TV8 |
| 04/25/2018 | Pandora | \$5.13 | 10-1160-4401 | FAP-Radio |
| 04/12/2018 | Pasta Jays Boulder | \$23.00 | 80-8000-4227 | Conference Meals |
| 04/04/2018 | Paypal | \$49.90 | 80-8000-4703 | New Chalk Board |
| 04/16/2018 | Paypal | \$90.95 | 90-9000-4892 | Purchased part for work-order, but it was later found to be unavailable. |
| 04/23/2018 | Paypal | \$55.00 | 10-1121-4227 | PD - CPR certification |
| 04/24/2018 | Paypal | -\$90.95 | 90-9000-4892 | Part was found to be out of stock so refunded. |

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|------------|---------------------------|------------|--------------|---|
| 03/30/2018 | Peak One Express | \$65.00 | 10-1121-4227 | Conference - ground transportation |
| 03/30/2018 | Peak One Express | \$73.60 | 10-1121-4227 | Conference - ground transportation |
| 04/03/2018 | Peak One Express | \$60.00 | 10-1125-4227 | Conference - ground transportation |
| 04/03/2018 | Peak One Express | \$60.00 | 10-1125-4227 | Conference - ground transportation |
| 04/19/2018 | Peak Performance Imaging | \$1,032.33 | 10-1110-4205 | Copier meter reading |
| 04/04/2018 | Peppinos Pizza And Subs I | \$142.19 | 10-1170-4221 | End of season staff meeting |
| 04/10/2018 | Peppinos Pizza And Subs I | \$124.40 | 10-1111-4229 | Council Dinner |
| 04/10/2018 | Peppinos Pizza And Subs I | \$166.19 | 90-9000-4227 | Food for Marina Master Plan workshop |
| 04/10/2018 | Peppinos Pizza And Subs I | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/12/2018 | Peppinos Pizza And Subs I | \$49.40 | 90-9000-4227 | Food for Marina Master plan workshop |
| 04/23/2018 | Peppinos Pizza And Subs I | \$240.23 | 10-1140-4227 | Special Events Summer Meeting with Public Works |
| 04/03/2018 | Pho Bay li | \$36.78 | 10-1150-4227 | Staff recognition |
| 04/22/2018 | Pinnacol Assurance | \$750.90 | 10-1110-4502 | Workers compensation premiums |
| 03/31/2018 | Pittsburgh Supershuttle | \$54.28 | 10-1132-4227 | ADA Conference - ground transportation |
| 04/19/2018 | Pk5511 - Beaver Run Re | \$15.00 | 10-1115-4227 | Training - Parking |
| 04/12/2018 | Polar Leasing Company | \$2,539.58 | 10-1140-4869 | 50 % deposit on Refrigerated Truck for BBQ |
| 04/18/2018 | Powersports Plus Llc | \$33.29 | 90-9000-4892 | Parts for work order. |
| 03/27/2018 | Q4u | \$143.00 | 10-1111-4229 | Council Dinner |
| 04/13/2018 | Q4u | \$57.00 | 10-0060-2060 | End Of Season Lunch |
| 04/23/2018 | Rakuten.Com | \$15.12 | 10-1125-4205 | Cabinet Locks |
| 03/28/2018 | Red Dog Radios Llc | \$4,437.55 | 10-1110-4203 | Repeater for new radios |
| 04/21/2018 | Redbox *dvd Rental | \$3.79 | 10-1150-4606 | Recreation Movie Rental |
| 04/02/2018 | Rei #182 Dillon | \$250.00 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/07/2018 | Rei.Com | \$122.02 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/08/2018 | Rei.Com | \$106.26 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/09/2018 | Rei.Com | \$152.43 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/11/2018 | Rei.Com | \$76.16 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/10/2018 | Riffs | \$26.40 | 80-8000-4227 | Conference Meal |
| 04/05/2018 | Rightsignature Llc | \$24.00 | 90-9000-4210 | Online contracts |
| 04/05/2018 | Rivers Clothing Co | \$100.00 | 10-1110-4650 | 10 Peak Awards |
| 04/17/2018 | Rockslide Restaura | \$62.55 | 10-1131-4227 | Conference - meal |
| 04/19/2018 | Rockslide Restaura | \$73.75 | 10-1131-4227 | Conference - meal |
| 04/09/2018 | Rocky Mountain Coffee Roa | \$7.06 | 80-8000-4227 | Meeting |
| 04/17/2018 | Rocky Mountain Coffee Roa | \$5.02 | 10-1170-4221 | Meeting with staff |
| 04/25/2018 | Rocky Mountain Coffee Roa | \$8.45 | 10-1118-4227 | Coffee meeting |
| 04/25/2018 | Rocky Mountain Coffee Roa | \$3.89 | 10-1115-4227 | Staff coffee meeting |
| 04/10/2018 | Rocky Mtn Spring Water | \$83.90 | 10-1160-4225 | FAP-Break room water |
| 03/30/2018 | Rockymtnsunscreen Rocky | \$346.31 | 10-1150-4605 | Camp Sunscreen |
| 03/30/2018 | Rockymtnsunscreen Rocky | \$126.80 | 10-1150-4602 | Camp Sunscreen |
| 04/05/2018 | Roeda Signs And Screen Te | \$728.55 | 10-1121-4233 | Wall sign for PD |

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|------------|---------------------------|------------|--------------|--|
| 04/10/2018 | Rotary Club Of Summit Cou | \$260.00 | 10-1115-4210 | Membership dues |
| 04/18/2018 | Ruffwearinc | \$1,219.77 | 90-0090-1651 | Dog Life Jacket Retail - Marina |
| 04/23/2018 | Ryan Herco - Moto | \$218.38 | 40-4000-4275 | PVC pipe for repairs |
| 04/24/2018 | Ryan Herco - Moto | \$84.91 | 40-4000-4275 | PVC pipe for repairs |
| 04/06/2018 | Safety Kleen Systems Bran | \$208.00 | 10-1133-4205 | Solvent |
| 03/27/2018 | Safeway #0836 | \$67.94 | 10-1140-4853 | Cadbury eggs and food for volunteers during Egg Stuffing |
| 03/27/2018 | Safeway #0836 | \$13.46 | 10-1110-4229 | Class supplies |
| 04/01/2018 | Safeway #0836 | \$81.92 | 10-1140-4853 | Breakfast for Easter Volunteers |
| 04/01/2018 | Safeway #0836 | \$9.72 | 10-1140-4853 | Coffee and creamer for Easter Volunteers |
| 04/04/2018 | Safeway #0836 | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/10/2018 | Safeway #0836 | \$25.96 | 90-9000-4227 | Food for Marina Master plan workshop |
| 04/12/2018 | Safeway #0836 | \$13.99 | 90-9000-4227 | Food for Marina Master plan workshop |
| 04/12/2018 | Safeway #0836 | \$72.40 | 90-9000-4890 | Community Conversation Master Plan supplies. |
| 04/16/2018 | Safeway #0836 | \$13.47 | 10-1150-4606 | Camp supplies |
| 04/18/2018 | Safeway #0836 | \$16.67 | 10-1110-4233 | Office supplies |
| 04/18/2018 | Safeway #0836 | \$52.12 | 10-1110-4650 | All staff breakfast |
| 04/19/2018 | Safeway #0836 | \$41.73 | 10-1119-4306 | Planning Commission Dinner |
| 04/25/2018 | Safeway #0836 | \$105.95 | 10-1110-4229 | Food for leadership retreat |
| 04/17/2018 | Sanders True Value Hardw | \$288.89 | 10-1134-4205 | Power broom |
| 04/14/2018 | Seattle Sports Co Inc | \$1,109.36 | 90-0090-1651 | Retail dry bags and kayak carts |
| 04/14/2018 | Seattle Sports Co Inc | \$225.00 | 90-9000-4208 | Rental SUP Leashes |
| 04/10/2018 | Sector 9 | \$238.50 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/20/2018 | Shell Oil 57444238406 | \$25.00 | 10-1131-4227 | Conference - gas for town vehicle |
| 04/10/2018 | Sherwin Williams 701680 | \$5,560.00 | 20-2000-4101 | Paint striper |
| 04/13/2018 | Silverheels At The Orehou | \$29.50 | 10-1118-4227 | Lunch meeting |
| 03/28/2018 | Ski Area Vehicle Mainten | \$195.00 | 10-1133-4227 | SAVMI conference registration fee |
| 04/04/2018 | Smk | \$26.00 | 10-1110-4250 | Survey Monkey services |
| 03/29/2018 | Snow Mtn Ranch Ymca | \$31.16 | 10-1170-4227 | Nordic-CCSAA |
| 03/29/2018 | Snow Mtn Ranch Ymca | \$62.33 | 10-1170-4227 | Nordic-CCSAA |
| 04/26/2018 | Sos Registration Fee | \$10.00 | 10-1115-4210 | Finance Authority annual SOS registration |
| 04/04/2018 | Sos Socks | \$50.00 | 80-8000-4588 | Deposit for Frisco Tri racer gift (socks) |
| 04/25/2018 | Sos Socks | \$937.00 | 80-8000-4588 | Frisco triathlon racer gift, socks |
| 04/04/2018 | Sp * Aksels Apparel | \$500.00 | 10-1140-4868 | Deposit for hats for BBQ |
| 04/03/2018 | Sp * Fusebeadstore.Com | \$78.17 | 10-1150-4605 | Camp Activity Supplies |
| 04/16/2018 | Spectrum Mobile Services | \$75.00 | 10-1110-4203 | Cell phone support |
| 04/05/2018 | Spinellis Pizza & Subs | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 03/29/2018 | Spotlight West | \$7,060.10 | 10-1160-4265 | Cable advertising for the Adventure Park- winter |
| 04/13/2018 | Spotlight West | \$8,718.67 | 10-1160-4265 | Cable advertising for the Adventure Park- winter |
| 04/03/2018 | Sprint *wireless | \$1,007.57 | 10-1110-4203 | TH cellphones |
| 04/03/2018 | Sprint *wireless | \$81.80 | 40-4000-4203 | WTP cellphones |

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|------------|---------------------------|------------|--------------|---|
| 04/03/2018 | Sprint *wireless | \$415.34 | 90-9000-4203 | Marina cellphones |
| 04/23/2018 | Sq *amich And Jenks, Inc | \$130.00 | 10-1121-4250 | PD - Pre-employment polygraph testing |
| 04/19/2018 | Sq *cafe Sol | \$36.00 | 10-1131-4227 | Conference - meal |
| 04/20/2018 | Sq *cafe Sol | \$35.40 | 10-1131-4227 | Conference - meal |
| 04/19/2018 | Sq *qatherhouse, In | \$200.00 | 10-1140-4865 | Amico Award Glasses |
| 04/12/2018 | Sq *ozo Coffee Company | \$11.85 | 80-8000-4227 | Conference Meal |
| 03/28/2018 | Stapls7194240347000002 | \$44.39 | 10-1160-4221 | Office Supplies for FAP Day Lodge |
| 03/31/2018 | Stapls71944873790000003 | \$19.09 | 10-1119-4233 | Office supplies - CDD |
| 04/03/2018 | Stapls7195020162000001 | \$93.27 | 10-1119-4233 | Office Supplies - CDD |
| 03/31/2018 | Stapls7195020162000002 | \$95.89 | 10-1119-4233 | Office Supplies - CDD |
| 03/31/2018 | Stapls7195020162000002 | \$69.03 | 10-1110-4233 | Office Supplies - General |
| 04/10/2018 | Stapls7195414797000001 | \$899.00 | 10-1119-4703 | Office supplies - CDD |
| 04/19/2018 | Stapls7196105667000001 | \$583.17 | 10-1160-4221 | Office Supplies for FAP Day Lodge |
| 04/19/2018 | Stapls7196105667000002 | \$13.79 | 10-1160-4221 | Office Supplies for FAP Day Lodge |
| 04/24/2018 | Stapls7196296243000001 | \$136.89 | 10-1119-4703 | Desk Chair |
| 04/21/2018 | Stapls7196296243000002 | \$119.18 | 10-1115-4233 | Office Supplies - Administration |
| 04/21/2018 | Stapls7196296243000002 | \$6.34 | 10-1119-4233 | Office Supplies - CDD |
| 04/21/2018 | Stapls7196296243000002 | \$513.22 | 10-1110-4233 | Office Supplies - General |
| 04/24/2018 | Stapls7196341133000001 | \$213.11 | 90-9000-4200 | Office Supplies |
| 04/25/2018 | Stapls7196444672000001 | \$102.01 | 10-1110-4233 | Government Office Supplies |
| 04/05/2018 | Starbucks Store 05372 | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/10/2018 | Starbucks Store 05372 | \$14.90 | 10-1115-4227 | NEOGOV City Tour in Denver - breakfast |
| 04/17/2018 | Starbucks Store 05372 | \$8.29 | 10-1115-4227 | Training - breakfast |
| 04/03/2018 | Steepandcheap.Com | \$43.10 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/09/2018 | Steepandcheap.Com | \$122.40 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/09/2018 | Steepandcheap.Com | \$53.85 | 10-0060-2060 | Tubing Hill staff - purchase with Tips |
| 04/06/2018 | Sterling Backcheck | \$199.95 | 10-1110-4250 | Background checks |
| 03/29/2018 | Swimoutlet.Com | \$147.34 | 10-1110-4010 | Sunscreen for Public/Employee Use |
| 04/18/2018 | Tepanyaki Japanese Steak | \$90.00 | 10-1131-4227 | Conference - staff meals |
| 04/03/2018 | The Breakfast Deli | \$43.14 | 10-1110-4211 | Election judge breakfast |
| 03/29/2018 | The Colorado Yurt Company | \$1,372.00 | 10-1125-4893 | Tipi Exhibit Project |
| 04/25/2018 | The Home Depot #1525 | \$38.29 | 40-4000-4201 | Water department supplies |
| 04/18/2018 | The Home Depot #1549 | \$249.00 | 10-1132-4207 | Makita battery replacement |
| 04/02/2018 | The Key People Co | \$1,350.00 | 10-1160-4477 | March Cleaning FAP Day Lodge |
| 04/02/2018 | The Key People Co | \$175.00 | 10-1170-4477 | Bathroom Cleaning Nordic Center |
| 04/04/2018 | The Key People Co | \$1,630.00 | 10-1132-4207 | April cleaning services |
| 04/04/2018 | The Key People Co | \$775.00 | 80-8000-4477 | March Restroom Cleaning |
| 04/04/2018 | The Key People Co | \$48.00 | 80-8000-4477 | April Recycling |
| 04/04/2018 | The Key People Co | \$145.00 | 80-8000-4477 | April Office Cleans |
| 04/12/2018 | The Publishing House | \$1,500.00 | 10-1150-4265 | BrewSki advertising in January-February edition of Thirst |
| 04/10/2018 | The Uptown On Main | \$53.50 | 80-8000-4588 | Sponsorship Lunch |
| 04/15/2018 | The Webstaurant Store | \$97.98 | 10-1150-4605 | Camp Tables |
| 04/24/2018 | The Webstaurant Store | \$727.42 | 10-1140-4233 | Cups, Rags, Plates |
| 04/02/2018 | Thyssenkrupp - Eagle | \$1,306.01 | 10-1132-4207 | Town Hall elevator service |

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|------------|------------------------|------------|--------------|--|
| 04/02/2018 | Timberline Disposal | \$343.35 | 10-1132-4411 | Recycling services |
| 04/11/2018 | Timberline Disposal | \$1,680.00 | 80-8000-4589 | Port-o-lets |
| 04/26/2018 | Tixcoilsx2018 | \$15.00 | 10-1118-4227 | Colorado Outdoor Leadership Summit conference fee |
| 04/02/2018 | Tlo Transunion | \$25.00 | 10-1121-4210 | Monthly data base subscription 3/1 - 3/31/18 |
| 04/19/2018 | Tst* Park & Co | \$14.00 | 10-1115-4227 | Training - meal |
| 03/29/2018 | United | \$400.40 | 10-1132-4227 | ADA Conference - travel |
| 04/11/2018 | United | \$484.39 | 10-1121-4227 | IACP BOD meeting - travel |
| 04/11/2018 | Ups | \$10.46 | 40-4000-4202 | Return postage |
| 04/11/2018 | Ups | \$9.85 | 40-4000-4202 | Return postage |
| 04/13/2018 | Ups | \$50.79 | 40-4000-4202 | Well pump return postage |
| 04/02/2018 | Uscleanpro.Com | \$464.00 | 10-1125-4477 | Custodial Services |
| 03/30/2018 | Usps Po 0733840210 | \$2.50 | 10-1115-4202 | Administration Postage |
| 04/02/2018 | Usps Po 0733840210 | \$0.59 | 10-1115-4202 | Administration Postage |
| 04/04/2018 | Usps Po 0733840210 | \$24.70 | 90-9000-4202 | Next day mail for payment to Crowley Marine for new rental pontoons. |
| 04/06/2018 | Usps Po 0733840210 | \$1.50 | 10-1115-4202 | Administration Postage |
| 04/12/2018 | Usps Po 0733840210 | \$2.36 | 10-1115-4202 | Administration Postage |
| 04/17/2018 | Usps Po 0733840210 | \$0.59 | 10-1115-4202 | Returned Ballots |
| 04/17/2018 | Usps Po 0733840210 | \$23.00 | 80-8000-4418 | Postage for resale |
| 04/24/2018 | Usps Po 0733840210 | \$9.85 | 80-8000-4202 | Mailing materials |
| 04/05/2018 | Verizon | \$97.48 | 10-1110-4203 | Cellphone charger |
| 04/02/2018 | Vermont Systems Inc | \$193.13 | 90-9000-4704 | Recreation Software Hosting Services - Marina |
| 04/02/2018 | Vermont Systems Inc | \$193.13 | 80-8000-4704 | Recreation Software Hosting Services - Info Center |
| 04/02/2018 | Vermont Systems Inc | \$386.24 | 10-1110-4704 | Recreation Software Hosting Services - General Govt |
| 04/04/2018 | Village Inn Restaurant | \$14.13 | 90-9000-4227 | Training - meal |
| 03/31/2018 | Vision Graphics | \$365.31 | 10-1125-4221 | Printing - Spanish Museum Brochure |
| 04/15/2018 | Vzwriss*apoccc Visb | \$25.91 | 40-4000-4203 | Water department cell |
| 04/15/2018 | Vzwriss*apoccc Visb | \$403.74 | 10-1110-4203 | All other cellphones |
| 03/31/2018 | Vzwriss*my Vz Vn P | \$70.00 | 10-1110-4203 | Monthly cell phone stipend |
| 04/08/2018 | Vzwriss*my Vz Vn P | \$65.00 | 10-1110-4203 | Cell Phone |
| 04/12/2018 | Vzwriss*my Vz Vn P | \$70.00 | 10-1110-4203 | Phone Bill |
| 04/04/2018 | Vzwriss*my Vz Vw P | \$65.50 | 10-1110-4203 | Personal Cell Phone Stipend |
| 04/09/2018 | Vzwriss*my Vz Vw P | \$35.00 | 10-1110-4203 | Personal Cell Phone Stipend |
| 04/10/2018 | Vzwriss*my Vz Vw P | \$70.00 | 10-1110-4203 | Personal Cell Phone Stipend |
| 04/20/2018 | Vzwriss*my Vz Vw P | \$70.00 | 10-1110-4203 | Personal Cell Phone Stipend |
| 04/18/2018 | Wagner Equip Co Parts | \$194.67 | 10-1133-4205 | Loader service kit |
| 03/27/2018 | Wal-Mart #0986 | -\$99.00 | 10-1125-4703 | Refund |
| 03/31/2018 | Wal-Mart #0986 | \$24.90 | 10-1160-4225 | Food and Beverage Retail Sale |
| 04/05/2018 | Wal-Mart #0986 | \$50.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/06/2018 | Wal-Mart #0986 | \$16.88 | 10-1170-4221 | Boxes for office supplies and storage |
| 04/09/2018 | Wal-Mart #0986 | \$53.35 | 10-1132-4207 | HDMI for shop |
| 04/09/2018 | Wal-Mart #0986 | \$16.97 | 10-1121-4233 | Radar trailer |
| 04/10/2018 | Wal-Mart #0986 | -\$34.97 | 10-1132-4207 | Credit |
| 04/10/2018 | Wal-Mart #0986 | -\$16.97 | 10-1121-4233 | Radar trailer - items returned |
| 04/10/2018 | Wal-Mart #0986 | \$9.46 | 10-1121-4233 | Office supplies |
| 04/14/2018 | Wal-Mart #0986 | \$45.04 | 90-9000-4201 | Spray paint and shop supplies. |
| 04/15/2018 | Wal-Mart #0986 | \$65.89 | 10-1119-4233 | Purchases for office décor |
| 04/17/2018 | Wal-Mart #0986 | \$183.04 | 10-1133-4205 | Oil; Fire extinguishers |

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|------------|---------------------------|---------------------|--------------|---|
| 04/17/2018 | Wal-Mart #0986 | \$174.40 | 10-1133-4270 | Oil; Fire extinguishers |
| 04/19/2018 | Wal-Mart #0986 | \$15.94 | 10-1131-4403 | Paint brushes |
| 04/25/2018 | Wal-Mart #0986 | \$38.94 | 10-1132-4207 | Employee housing plug-ins |
| 04/26/2018 | Wal-Mart #0986 | \$143.16 | 10-1133-4205 | Oil; Shop supplies |
| 04/03/2018 | Wal-Mart #986 | \$2.97 | 10-1121-4218 | Battery for gun scope |
| 04/04/2018 | Wal-Mart #986 | \$17.74 | 80-8000-4233 | Office Supplies |
| 04/05/2018 | Wal-Mart #986 | \$2.48 | 10-1132-4207 | Bike hooks |
| 04/06/2018 | Wal-Mart #986 | \$194.66 | 10-1133-4205 | Stock fluids; Shop supplies |
| 04/08/2018 | Wal-Mart #986 | \$29.56 | 10-1132-4207 | Day Lodge basement |
| 04/08/2018 | Wal-Mart #986 | \$18.44 | 10-1131-4403 | Bike storage for shop |
| 04/10/2018 | Wal-Mart #986 | \$5.72 | 10-1121-4233 | New lock for radar trailer |
| 04/13/2018 | Wal-Mart #986 | \$74.86 | 10-1131-4403 | Paint for bike racks |
| 04/16/2018 | Wal-Mart #986 | \$6.15 | 10-1131-4233 | Pens; Notepads |
| 04/19/2018 | Wal-Mart #986 | \$21.64 | 10-1121-4233 | DVD-Rs for evidence |
| 04/24/2018 | Wal-Mart #986 | \$20.22 | 10-1111-4229 | Council Reception |
| 04/24/2018 | Wal-Mart #986 | \$5.35 | 10-1134-4233 | Electric tape |
| 03/31/2018 | Waste Mgmt Wm Ezpay | \$120.00 | 10-1160-4401 | Recycling for FAP Day Lodge and Nordic |
| 03/31/2018 | Waste Mgmt Wm Ezpay | \$440.00 | 10-1160-4401 | Trash Service for FAP Day Lodge and Nordic |
| 03/31/2018 | Waste Mgmt Wm Ezpay | \$241.52 | 10-1132-4207 | 1st & Main St. trash service |
| 04/05/2018 | Waste Mgmt Wm Ezpay | \$10.90 | 90-9000-4401 | Monthly fee for dumpster |
| 04/05/2018 | Waste Mgmt Wm Ezpay | \$354.72 | 10-1132-4207 | Town Hall trash service |
| 04/05/2018 | Waste Mgmt Wm Ezpay | \$148.24 | 10-1132-4207 | Historic Park trash service |
| 04/05/2018 | Waste Mgmt Wm Ezpay | \$253.60 | 10-1132-4207 | Old Town Hall trash service |
| 04/06/2018 | Weber Industries Inc | \$1,556.03 | 40-4000-4280 | Chlorine booster pump replacement for Well #5 |
| 04/19/2018 | Wendys 4652 | \$7.68 | 10-1131-4227 | Conference - meal |
| 04/25/2018 | West Marine #400 | \$594.65 | 90-9000-4892 | Rigging parts and a jack stand. |
| 03/28/2018 | Westerneaglewecmrd | \$460.00 | 10-1150-4605 | Fun Club Field Trip Deposit |
| 03/28/2018 | Wholefds Fco #10470 | \$37.74 | 10-1170-4480 | Snacks for last Men's Nordic Clinic |
| 03/29/2018 | Wholefds Fco #10470 | \$45.23 | 10-1170-4225 | Treats for last Women's Nordic Clinic |
| 04/04/2018 | Wholefds Fco #10470 | \$190.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/04/2018 | Wholefds Fco #10470 | \$60.00 | 10-1110-4650 | Q2 - Peak Awards |
| 04/09/2018 | Wholefds Fco #10470 | \$19.10 | 10-1170-4221 | End of season staff meeting |
| 04/10/2018 | Wholefds Fco #10470 | \$23.97 | 10-1111-4229 | Council Supplies |
| 04/11/2018 | Wholefds Fco #10470 | \$30.00 | 10-1170-4225 | Nordic-Staff EOS meeting |
| 04/25/2018 | Wholefds Fco #10470 | \$58.11 | 10-1119-4227 | Community Parking Webinar |
| 04/25/2018 | Wholefds Fco #10470 | \$179.20 | 10-1110-4650 | April Lunch- n- Learn food and supplies |
| 04/20/2018 | Wieronski Plumbing And He | \$405.50 | 40-4000-4425 | Replace leaded water meter at Hunter's Cir. |
| 04/06/2018 | Wpy*colorado Runner Event | \$500.00 | 10-1150-4265 | eblast full Run the Rockies Schedule |
| 04/04/2018 | Www.Northemsafety.Com | \$575.75 | 10-1134-4270 | Safety vests and supplies |
| 04/04/2018 | Www.Northemsafety.Com | \$92.22 | 10-1134-4270 | Safety vests and supplies |
| | | \$209,187.11 | | |

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-----------------------------------|----------------------------|----------------|------------------------------------|--------------|--------------------|-------------|------------|
| ACORN PETROLEUM INC. | | | | | | | |
| 410 | ACORN PETROLEUM INC. | 000892197 | Bill to Number 756501 - Shop | 03/28/2018 | 935.64 | 935.64 | 04/12/2018 |
| 410 | ACORN PETROLEUM INC. | 000892238 | Bill to Number 756501 - Shop | 03/29/2018 | 704.94 | 704.94 | 04/12/2018 |
| 410 | ACORN PETROLEUM INC. | 000893960 | Bill to Number 756501 - Shop | 04/06/2018 | 1,850.94 | 1,850.94 | 04/26/2018 |
| 410 | ACORN PETROLEUM INC. | 000895309 | Bill to Number 756501 - Shop | 04/13/2018 | 1,064.73 | 1,064.73 | 04/26/2018 |
| 410 | ACORN PETROLEUM INC. | 000895906 | Bill to Number 756501 - Shop | 04/19/2018 | 2,140.43 | 2,140.43 | 04/26/2018 |
| Total ACORN PETROLEUM INC.: | | | | | 6,696.68 | 6,696.68 | |
| ADCON | | | | | | | |
| 475 | ADCON | SC1634 | Customer #5081 | 03/27/2018 | 950.00 | 950.00 | 04/26/2018 |
| Total ADCON: | | | | | 950.00 | 950.00 | |
| AFLAC | | | | | | | |
| 550 | AFLAC | 108961 | Account Number FH181 | 04/11/2018 | 177.58 | 177.58 | 04/26/2018 |
| Total AFLAC: | | | | | 177.58 | 177.58 | |
| ALLIED SECURITY GROUP INC. | | | | | | | |
| 810 | ALLIED SECURITY GROUP INC. | 72435 | Annual Fire Alarm Testing | 02/27/2018 | 785.00 | 785.00 | 04/12/2018 |
| 810 | ALLIED SECURITY GROUP INC. | 72606 | 2nd Qtr Alarm Services | 04/01/2018 | 460.95 | 460.95 | 04/12/2018 |
| Total ALLIED SECURITY GROUP INC.: | | | | | 1,245.95 | 1,245.95 | |
| ALPINE EVENTS LLC | | | | | | | |
| 945 | ALPINE EVENTS LLC | 2564 | 50% Deposit - Frisco BBQ - Cirqu | 04/02/2018 | 3,187.50 | 3,187.50 | 04/26/2018 |
| 945 | ALPINE EVENTS LLC | 2565 | Final Payment - Frisco BBQ - Cirqu | 04/02/2018 | 3,187.50 | 3,187.50 | 04/26/2018 |
| Total ALPINE EVENTS LLC: | | | | | 6,375.00 | 6,375.00 | |
| ANA LABAYEN | | | | | | | |
| 1345 | ANA LABAYEN | 2018-15 TOF | Frisco Historic Park Brochure | 03/18/2018 | 1,460.70 | 1,460.70 | 04/12/2018 |
| Total ANA LABAYEN: | | | | | 1,460.70 | 1,460.70 | |
| B PUBLIC RELATIONS LLC | | | | | | | |
| 2192 | B PUBLIC RELATIONS LLC | 2156 | Public Relations Consultant | 04/17/2018 | 2,500.00 | 2,500.00 | 04/26/2018 |
| Total B PUBLIC RELATIONS LLC: | | | | | 2,500.00 | 2,500.00 | |
| BALANCE SHEET SHREDDING | | | | | | | |
| 2310 | BALANCE SHEET SHREDDING | 434499 | Document Destruction Service | 04/24/2018 | 36.50 | 36.50 | 04/26/2018 |
| 2310 | BALANCE SHEET SHREDDING | 434499 | Document Destruction Service | 04/24/2018 | 16.50 | 16.50 | 04/26/2018 |
| 2310 | BALANCE SHEET SHREDDING | 641448 | Document Destruction Service | 04/05/2018 | 8.75 | 8.75 | 04/12/2018 |
| 2310 | BALANCE SHEET SHREDDING | 641448 | Document Destruction Service | 04/05/2018 | 10.00 | 10.00 | 04/12/2018 |
| 2310 | BALANCE SHEET SHREDDING | 641448 | Document Destruction Service | 04/05/2018 | 5.25 | 5.25 | 04/12/2018 |
| 2310 | BALANCE SHEET SHREDDING | 641448 | Document Destruction Service | 04/05/2018 | 14.75 | 14.75 | 04/12/2018 |
| 2310 | BALANCE SHEET SHREDDING | 641448 | Document Destruction Service | 04/05/2018 | 50.25 | 50.25 | 04/12/2018 |
| Total BALANCE SHEET SHREDDING: | | | | | 142.00 | 142.00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------------|--------------------------|----------------|------------------------------------|--------------|--------------------|-------------|------------|
| BONNIE D. MOINET | | | | | | | |
| 3210 | BONNIE D. MOINET | MARCH 2018 | Cell Phone Stipend | 04/20/2018 | 70.00 | 70.00 | 04/26/2018 |
| Total BONNIE D. MOINET: | | | | | 70.00 | 70.00 | |
| CINDY VAN DUINEN | | | | | | | |
| 5415 | CINDY VAN DUINEN | 4/10/2018 | Dry Cleaning - Coat | 04/10/2018 | 20.82 | 20.82 | 04/12/2018 |
| Total CINDY VAN DUINEN: | | | | | 20.82 | 20.82 | |
| CIRSA | | | | | | | |
| 5440 | CIRSA | 180776 | Quarterly Installment - Property/C | 04/01/2018 | 35,229.00 | 35,229.00 | 04/12/2018 |
| Total CIRSA: | | | | | 35,229.00 | 35,229.00 | |
| CO DEPT OF TRANSPORTATION | | | | | | | |
| 6140 | CO DEPT OF TRANSPORTATIO | 3/28/2018 | Construction Project Administratio | 03/28/2018 | 200.00 | 200.00 | 04/12/2018 |
| Total CO DEPT OF TRANSPORTATION: | | | | | 200.00 | 200.00 | |
| CODEGEEK.NET | | | | | | | |
| 6707 | CODEGEEK.NET | 2018-298 | Web Hosting | 04/02/2018 | 1,357.50 | 1,357.50 | 04/12/2018 |
| 6707 | CODEGEEK.NET | 2018-298 | Intranet Build | 04/02/2018 | 1,627.50 | 1,627.50 | 04/12/2018 |
| Total CODEGEEK.NET: | | | | | 2,985.00 | 2,985.00 | |
| COLORADO DEPARTMENT OF REVENUE | | | | | | | |
| 6110 | COLORADO DEPARTMENT OF | 1ST QTR 2018 | 1ST QTR SALES TAX - ACCT#05 | 04/16/2018 | 5,323.32 | 5,323.32 | 04/18/2018 |
| 6110 | COLORADO DEPARTMENT OF | 1ST QTR 2018 | 1ST QTR SALES TAX - ACCT#05 | 04/16/2018 | 26.92 | 26.92 | 04/18/2018 |
| 6110 | COLORADO DEPARTMENT OF | 1ST QTR 2018 | 1ST QTR SALES TAX - ACCT#05 | 04/16/2018 | 3,684.34 | 3,684.34 | 04/18/2018 |
| 6110 | COLORADO DEPARTMENT OF | 1ST QTR 2018 | 1ST QTR SALES TAX - ACCT#05 | 04/16/2018 | 141.32 | 141.32 | 04/18/2018 |
| 6110 | COLORADO DEPARTMENT OF | 1ST QTR 2018 | 1ST QTR SALES TAX - ACCT#05 | 04/16/2018 | 75.97 | 75.97 | 04/18/2018 |
| 6110 | COLORADO DEPARTMENT OF | 1ST QTR 2018 | 1ST QTR SALES TAX - ACCT#05 | 04/16/2018 | 56.22 | 56.22 | 04/18/2018 |
| Total COLORADO DEPARTMENT OF REVENUE: | | | | | 9,308.09 | 9,308.09 | |
| DELI BELLY'S | | | | | | | |
| 8760 | DELI BELLY'S | 72763/72764 | Election Judges Lunch | 04/02/2018 | 78.05 | 78.05 | 04/03/2018 |
| Total DELI BELLY'S: | | | | | 78.05 | 78.05 | |
| DH PACE COMPANY | | | | | | | |
| 9105 | DH PACE COMPANY | 167809 | Town Hall Addition - Oak Door | 02/27/2018 | 2,837.50 | 2,837.50 | 04/12/2018 |
| Total DH PACE COMPANY: | | | | | 2,837.50 | 2,837.50 | |
| DIRECTPATH | | | | | | | |
| 9255 | DIRECTPATH | AT39524 | Town of Frisco | 05/01/2018 | 243.20 | 243.20 | 04/26/2018 |
| Total DIRECTPATH: | | | | | 243.20 | 243.20 | |
| DONALD CACACE | | | | | | | |
| 9405 | DONALD CACACE | 040218 | Refund Water User Fees - Overpa | 04/02/2018 | 865.58 | 865.58 | 04/03/2018 |
| Total DONALD CACACE: | | | | | 865.58 | 865.58 | |
| DPC INDUSTRIES, INC. | | | | | | | |
| 9580 | DPC INDUSTRIES, INC. | 737000323-18 | Customer No. 73171400 | 01/23/2018 | 176.53 | 176.53 | 04/12/2018 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|----------------------------|----------------|-------------------------------------|--------------|--------------------|-------------|------------|
| 9580 | DPC INDUSTRIES, INC. | 737001076-18 | Customer No. 73171400 | 03/28/2018 | 353.06 | 353.06 | 04/26/2018 |
| 9580 | DPC INDUSTRIES, INC. | DE73000079-1 | Customer No. 73171400 | 01/31/2018 | 130.00 | 130.00 | 04/12/2018 |
| 9580 | DPC INDUSTRIES, INC. | DE73000188-1 | Customer No. 73171400 | 02/28/2018 | 130.00 | 130.00 | 04/12/2018 |
| 9580 | DPC INDUSTRIES, INC. | DE73000296-1 | Customer No. 73171400 | 03/31/2018 | 130.00 | 130.00 | 04/26/2018 |
| Total DPC INDUSTRIES, INC.: | | | | | 919.59 | 919.59 | |
| ESTATE PARK TOWNHOMES | | | | | | | |
| 10415 | ESTATE PARK TOWNHOMES | MAY 2018 | Monthly Rent/Utilities - C.Cuculis/ | 04/23/2018 | 1,245.00 | 1,245.00 | 04/26/2018 |
| Total ESTATE PARK TOWNHOMES: | | | | | 1,245.00 | 1,245.00 | |
| EVERGREENS SKATEPARKS LLC | | | | | | | |
| 10495 | EVERGREENS SKATEPARKS L | 1154 | Town of Frisco | 04/12/2018 | 4,000.00 | 4,000.00 | 04/26/2018 |
| Total EVERGREENS SKATEPARKS LLC: | | | | | 4,000.00 | 4,000.00 | |
| FAMILY SUPPORT REGISTRY | | | | | | | |
| 10630 | FAMILY SUPPORT REGISTRY | 04577912 4/20/ | Remittance Identifier 04577912 | 04/20/2018 | 262.80 | 262.80 | 04/26/2018 |
| 10630 | FAMILY SUPPORT REGISTRY | 04577912-4/6/ | Remittance Identifier 04577912 | 04/06/2018 | 262.80 | 262.80 | 04/12/2018 |
| 10630 | FAMILY SUPPORT REGISTRY | 07777691 4/20/ | Remittance Identifier 07777691 | 04/20/2018 | 208.15 | 208.15 | 04/26/2018 |
| 10630 | FAMILY SUPPORT REGISTRY | 07777691-4/6/ | Remittance Identifier 07777691 | 04/06/2018 | 208.15 | 208.15 | 04/12/2018 |
| Total FAMILY SUPPORT REGISTRY: | | | | | 941.90 | 941.90 | |
| FERRELLGAS | | | | | | | |
| 10750 | FERRELLGAS | 1100030200 | Account No. 101415232 | 03/26/2018 | 92.10 | 92.10 | 04/12/2018 |
| Total FERRELLGAS: | | | | | 92.10 | 92.10 | |
| FOOD HEDZ WORLD CAFE & CATERING | | | | | | | |
| 11060 | FOOD HEDZ WORLD CAFE & C | 4/24/2018 | Town Council Reception | 04/01/2018 | 400.00 | 400.00 | 04/12/2018 |
| Total FOOD HEDZ WORLD CAFE & CATERING: | | | | | 400.00 | 400.00 | |
| FORECADDIE | | | | | | | |
| 11110 | FORECADDIE | 829 | Frisco Bay Marina | 03/29/2018 | 525.00 | 525.00 | 04/12/2018 |
| Total FORECADDIE: | | | | | 525.00 | 525.00 | |
| FREDERIC PRINTING | | | | | | | |
| 11255 | FREDERIC PRINTING | 138907 | Customer No. 00000124642 | 03/31/2018 | 4,015.61 | 4,015.61 | 04/26/2018 |
| Total FREDERIC PRINTING: | | | | | 4,015.61 | 4,015.61 | |
| FREEDOM MAILING SERVICES INC. | | | | | | | |
| 11260 | FREEDOM MAILING SERVICES | 33345 | Town of Frisco | 04/05/2018 | 860.31 | 860.31 | 04/12/2018 |
| 11260 | FREEDOM MAILING SERVICES | 33345 | Town of Frisco | 04/05/2018 | 23.28 | 23.28 | 04/12/2018 |
| 11260 | FREEDOM MAILING SERVICES | 33345 | Town of Frisco | 04/05/2018 | 23.28 | 23.28 | 04/12/2018 |
| Total FREEDOM MAILING SERVICES INC.: | | | | | 906.87 | 906.87 | |
| FRISCO SANITATION DISTRICT | | | | | | | |
| 11530 | FRISCO SANITATION DISTRICT | 10011000-401 | Account No. 10011000 | 04/01/2018 | 191.66 | 191.66 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 10047000-401 | Account No. 10047000 | 04/01/2018 | 96.80 | 96.80 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 10622000-401 | Account No. 10622000 | 04/01/2018 | 96.80 | 96.80 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 10849000-401 | Account No. 10849000 | 04/01/2018 | 191.66 | 191.66 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 10965000-401 | Account No. 10965000 | 04/01/2018 | 165.53 | 165.53 | 04/12/2018 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-----------------------------------|----------------------------|----------------|-----------------------------------|--------------|--------------------|-------------|------------|
| 11530 | FRISCO SANITATION DISTRICT | 11030000-401 | Account No. 11030000 | 04/01/2018 | 67.76 | 67.76 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 11204000-401 | Account No. 11204000 | 04/01/2018 | 67.76 | 67.76 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 11297000-401 | Account No. 11297000 | 04/01/2018 | 68.73 | 68.73 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 11689000-401 | Account No. 11689000 | 04/01/2018 | 96.80 | 96.80 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 11998000-401 | Account No. 11998000 | 04/01/2018 | 872.17 | 872.17 | 04/12/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 324 | MARY RUTH PLACE UTILITY IN | 04/16/2018 | 62,000.00 | 62,000.00 | 04/17/2018 |
| 11530 | FRISCO SANITATION DISTRICT | 584 WATER D | 584 Water Dance Dr./Stewart Title | 04/05/2018 | 328.40 | 328.40 | 04/12/2018 |
| Total FRISCO SANITATION DISTRICT: | | | | | 64,244.07 | 64,244.07 | |
| GEORGIA KRAATZ | | | | | | | |
| 12050 | GEORGIA KRAATZ | ELECTION AP | Election Judge | 04/02/2018 | 300.00 | 300.00 | 04/03/2018 |
| Total GEORGIA KRAATZ: | | | | | 300.00 | 300.00 | |
| GLEN C. KRAATZ | | | | | | | |
| 12170 | GLEN C. KRAATZ | ELECTION AP | Election Judge | 04/02/2018 | 300.00 | 300.00 | 04/03/2018 |
| Total GLEN C. KRAATZ: | | | | | 300.00 | 300.00 | |
| HBL CONSULTING INC. | | | | | | | |
| 12970 | HBL CONSULTING INC. | 856 | IT Services | 04/01/2018 | 8,400.00 | 8,400.00 | 04/03/2018 |
| Total HBL CONSULTING INC.: | | | | | 8,400.00 | 8,400.00 | |
| HIGH COUNTRY DOGS LLC | | | | | | | |
| 13165 | HIGH COUNTRY DOGS LLC | 00040 | Skijoring Clinics | 03/15/2018 | 504.00 | 504.00 | 04/12/2018 |
| Total HIGH COUNTRY DOGS LLC: | | | | | 504.00 | 504.00 | |
| JAMES MURNANE | | | | | | | |
| 15587 | JAMES MURNANE | DEPOSIT REF | Employee Housing - Deposit Refu | 03/31/2018 | 550.00 | 550.00 | 04/12/2018 |
| Total JAMES MURNANE: | | | | | 550.00 | 550.00 | |
| JONATHAN B. WIESEL | | | | | | | |
| 16149 | JONATHAN B. WIESEL | 1323 | Frisco Nordic Center Marketing | 02/25/2018 | 3,000.00 | 3,000.00 | 04/12/2018 |
| Total JONATHAN B. WIESEL: | | | | | 3,000.00 | 3,000.00 | |
| KELSEY MOORHOUSE | | | | | | | |
| 16878 | KELSEY MOORHOUSE | 4/6/2018 | Reimburse Travel Expense | 04/06/2018 | 38.64 | 38.64 | 04/12/2018 |
| Total KELSEY MOORHOUSE: | | | | | 38.64 | 38.64 | |
| LEGALSHIELD | | | | | | | |
| 18055 | LEGALSHIELD | 02/15/2018 | Group#: 0148095 | 02/15/2018 | 411.65 | 411.65 | 04/26/2018 |
| 18055 | LEGALSHIELD | 03/15/2018 | Group#: 0148095 | 03/15/2018 | 373.75 | 373.75 | 04/26/2018 |
| 18055 | LEGALSHIELD | 04/15/2018 | Group#: 0148095 | 04/15/2018 | 373.75 | 373.75 | 04/26/2018 |
| Total LEGALSHIELD: | | | | | 1,159.15 | 1,159.15 | |
| LOGANSIMPSON | | | | | | | |
| 18475 | LOGANSIMPSON | 21584 | Project No: 175513 | 03/23/2018 | 21,164.52 | 21,164.52 | 04/26/2018 |
| 18475 | LOGANSIMPSON | 21691 | Project No: 175513 | 04/30/2018 | 16,833.88 | 16,833.88 | 04/26/2018 |
| Total LOGANSIMPSON: | | | | | 37,998.40 | 37,998.40 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|---------------------------|----------------|----------------------------------|--------------|--------------------|-------------|------------|
| MAD STUDIO LLC | | | | | | | |
| 18690 | MAD STUDIO LLC | 1631 | Frisco Historic Park Logo | 04/04/2018 | 300.00 | 300.00 | 04/12/2018 |
| 18690 | MAD STUDIO LLC | 1648 | BBQ Challenge | 04/23/2018 | 3,750.00 | 3,750.00 | 04/26/2018 |
| Total MAD STUDIO LLC: | | | | | 4,050.00 | 4,050.00 | |
| MARGARET H. FAESSEN | | | | | | | |
| 18860 | MARGARET H. FAESSEN | MARCH 2018 | Personal Cell Phone Stipend | 04/11/2018 | 35.00 | 35.00 | 04/12/2018 |
| 18860 | MARGARET H. FAESSEN | SKI PASS AGR | Ski Pass Agreement 2018-2019 | 04/09/2018 | 1,377.00 | 1,377.00 | 04/12/2018 |
| Total MARGARET H. FAESSEN: | | | | | 1,412.00 | 1,412.00 | |
| MARIA RESPINI-POLLARD | | | | | | | |
| 18890 | MARIA RESPINI-POLLARD | 4/17/2018 | Conference - Meal | 04/25/2018 | 23.44 | 23.44 | 04/26/2018 |
| 18890 | MARIA RESPINI-POLLARD | 4/17-18/2018 | Reimburse Travel Expenses | 04/23/2018 | 160.78 | 160.78 | 04/26/2018 |
| Total MARIA RESPINI-POLLARD: | | | | | 184.22 | 184.22 | |
| MARLIN BUSINESS BANK | | | | | | | |
| 19087 | MARLIN BUSINESS BANK | 15856018 | Account Number 1489058 | 04/09/2018 | 313.79 | 313.79 | 04/12/2018 |
| 19087 | MARLIN BUSINESS BANK | 15856018 | Account Number 1489058 | 04/09/2018 | 2,212.23 | 2,212.23 | 04/12/2018 |
| Total MARLIN BUSINESS BANK: | | | | | 2,526.02 | 2,526.02 | |
| MARTIN / MARTIN CONSULTING ENGINEERS | | | | | | | |
| 19250 | MARTIN / MARTIN CONSULTIN | 22677.C.01-30 | Project No. 22677.C.01 | 03/28/2018 | 217.50 | 217.50 | 04/26/2018 |
| 19250 | MARTIN / MARTIN CONSULTIN | M.18.0192-000 | Project M18.0192 Frisco Public W | 03/28/2018 | 2,175.00 | 2,175.00 | 04/26/2018 |
| Total MARTIN / MARTIN CONSULTING ENGINEERS: | | | | | 2,392.50 | 2,392.50 | |
| MARTIN DESIGN WORKS | | | | | | | |
| 19263 | MARTIN DESIGN WORKS | 2018-04 | Town of Frisco - BBQ Trophies | 04/16/2018 | 1,900.00 | 1,900.00 | 04/26/2018 |
| Total MARTIN DESIGN WORKS: | | | | | 1,900.00 | 1,900.00 | |
| MATTHEW STAIS ARCHITECTS | | | | | | | |
| 19440 | MATTHEW STAIS ARCHITECTS | 3380 | Frisco Bay Marina | 04/10/2018 | 17,183.55 | 17,183.55 | 04/12/2018 |
| Total MATTHEW STAIS ARCHITECTS: | | | | | 17,183.55 | 17,183.55 | |
| MOSES, WITTEMYER,HARRISON | | | | | | | |
| 20600 | MOSES, WITTEMYER,HARRISO | 12697 | Professional Services | 03/02/2018 | 265.00 | 265.00 | 04/12/2018 |
| 20600 | MOSES, WITTEMYER,HARRISO | 12745 | Professional Services | 04/05/2018 | 47.00 | 47.00 | 04/26/2018 |
| Total MOSES, WITTEMYER,HARRISON: | | | | | 312.00 | 312.00 | |
| MURRAY DAHL KUECHENMEISTER & RENAUD LLP | | | | | | | |
| 20890 | MURRAY DAHL KUECHENMEIS | 14439 | Matter No. 59875.71000 | 03/31/2018 | 492.81 | 492.81 | 04/12/2018 |
| 20890 | MURRAY DAHL KUECHENMEIS | 14440 | Matter No. 59875.00000 | 03/31/2018 | 11,885.57 | 11,885.57 | 04/12/2018 |
| 20890 | MURRAY DAHL KUECHENMEIS | 14441 | Matter No. 59875.23560 | 03/31/2018 | 618.75 | 618.75 | 04/12/2018 |
| 20890 | MURRAY DAHL KUECHENMEIS | 14442 | Matter No. 59875.23570 | 03/31/2018 | 225.00 | 225.00 | 04/12/2018 |
| 20890 | MURRAY DAHL KUECHENMEIS | 14444 | Matter No. 59875.00010 | 03/31/2018 | 1,240.00 | 1,240.00 | 04/12/2018 |
| Total MURRAY DAHL KUECHENMEISTER & RENAUD LLP: | | | | | 14,462.13 | 14,462.13 | |
| NAOMI BACKLUND | | | | | | | |
| 21060 | NAOMI BACKLUND | ELECTION AP | Election Judge | 04/02/2018 | 300.00 | 300.00 | 04/03/2018 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|--------------------------|----------------|-------------------------------|--------------|--------------------|-------------|------------|
| Total NAOMI BACKLUND: | | | | | 300.00 | 300.00 | |
| NORA GILBERTSON | | | | | | | |
| 21470 | NORA GILBERTSON | MARCH 2018 | Personal Cell Phone Stipend | 03/29/2018 | 70.00 | 70.00 | 04/12/2018 |
| Total NORA GILBERTSON: | | | | | 70.00 | 70.00 | |
| NORRIS DESIGN INC. | | | | | | | |
| 21520 | NORRIS DESIGN INC. | 01-23586 | Project ID 0350-01-14-03 | 03/31/2018 | 4,285.95 | 4,285.95 | 04/26/2018 |
| Total NORRIS DESIGN INC.: | | | | | 4,285.95 | 4,285.95 | |
| NORTH LINE GIS | | | | | | | |
| 21530 | NORTH LINE GIS | 1837 | Contract GIS Services | 04/03/2018 | 2,252.00 | 2,252.00 | 04/26/2018 |
| 21530 | NORTH LINE GIS | 1837 | Contract GIS Services | 04/03/2018 | 1,132.00 | 1,132.00 | 04/26/2018 |
| 21530 | NORTH LINE GIS | 1837 | Contract GIS Services | 04/03/2018 | 1,132.00 | 1,132.00 | 04/26/2018 |
| 21530 | NORTH LINE GIS | 1837 | Contract GIS Services | 04/03/2018 | 1,132.00 | 1,132.00 | 04/26/2018 |
| 21530 | NORTH LINE GIS | 1837 | Contract GIS Services | 04/03/2018 | 1,132.00 | 1,132.00 | 04/26/2018 |
| Total NORTH LINE GIS: | | | | | 6,780.00 | 6,780.00 | |
| NORTHWEST COLORADO COUNCIL OF GOVERNMENT | | | | | | | |
| 21700 | NORTHWEST COLORADO COU | REG. ECON. S | Regional Economic Summit 2018 | 04/18/2018 | 25.00 | 25.00 | 04/26/2018 |
| Total NORTHWEST COLORADO COUNCIL OF GOVERNMENT: | | | | | 25.00 | 25.00 | |
| NV5 INC. | | | | | | | |
| 21710 | NV5 INC. | 86330 | Project No: 333118-0000158.00 | 04/11/2018 | 6,532.13 | 6,532.13 | 04/26/2018 |
| 21710 | NV5 INC. | 86334 | Project No: 333117-0000142.00 | 04/11/2018 | 5,876.72 | 5,876.72 | 04/26/2018 |
| Total NV5 INC.: | | | | | 12,408.85 | 12,408.85 | |
| O'BRYAN PARTNERSHIP INC. | | | | | | | |
| 21760 | O'BRYAN PARTNERSHIP INC. | 6743 | Frisco Maintenance Building | 02/27/2018 | 516.00 | 516.00 | 04/12/2018 |
| 21760 | O'BRYAN PARTNERSHIP INC. | 6796 | Frisco Maintenance Building | 03/26/2018 | 276.00 | 276.00 | 04/12/2018 |
| Total O'BRYAN PARTNERSHIP INC.: | | | | | 792.00 | 792.00 | |
| OZ ARCHITECTURE INC | | | | | | | |
| 22085 | OZ ARCHITECTURE INC | 122235 | Project No: 117119.00 | 04/10/2018 | 18,135.61 | 18,135.61 | 04/26/2018 |
| Total OZ ARCHITECTURE INC: | | | | | 18,135.61 | 18,135.61 | |
| PITNEY BOWES RESERVE ACCOUNT | | | | | | | |
| 23100 | PITNEY BOWES RESERVE ACC | 51218295-4/26 | Account 51218295 | 04/26/2018 | 1,500.00 | 1,500.00 | 04/27/2018 |
| Total PITNEY BOWES RESERVE ACCOUNT: | | | | | 1,500.00 | 1,500.00 | |
| POSTCORP.TV | | | | | | | |
| 23245 | POSTCORP.TV | PCT042018-2 | Recruiting Videos | 04/13/2018 | 1,600.00 | 1,600.00 | 04/30/2018 |
| Total POSTCORP.TV: | | | | | 1,600.00 | 1,600.00 | |
| RANDY L. READY | | | | | | | |
| 23895 | RANDY L. READY | 3/15/18 PARKI | Reimburse Expense | 03/15/2018 | 28.00 | 28.00 | 04/16/2018 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|---------------------------|----------------|----------------------------------|--------------|--------------------|-------------|------------|
| Total RANDY L. READY: | | | | | 28.00 | 28.00 | |
| ROCKY MOUNTAIN INSTRUMENTAL | | | | | | | |
| 25075 | ROCKY MOUNTAIN INSTRUME | 52360 | RML #18-43635-A | 04/03/2018 | 80.00 | 80.00 | 04/12/2018 |
| 25075 | ROCKY MOUNTAIN INSTRUME | 52414 | RML #18-43651-A | 04/06/2018 | 80.00 | 80.00 | 04/26/2018 |
| Total ROCKY MOUNTAIN INSTRUMENTAL: | | | | | 160.00 | 160.00 | |
| ROCKY MOUNTAIN RESERVE | | | | | | | |
| 25115 | ROCKY MOUNTAIN RESERVE | 2159598 | FSA/HSA Administration | 03/10/2018 | 277.00 | 277.00 | 04/12/2018 |
| 25115 | ROCKY MOUNTAIN RESERVE | 2160439 | FSA/HSA Administration | 04/10/2018 | 282.00 | 282.00 | 04/12/2018 |
| Total ROCKY MOUNTAIN RESERVE: | | | | | 559.00 | 559.00 | |
| SARA SKINNER | | | | | | | |
| 25975 | SARA SKINNER | EMP HOUSIN | Employee Housing Deposit Refun | 03/31/2018 | 700.00 | 700.00 | 04/12/2018 |
| Total SARA SKINNER: | | | | | 700.00 | 700.00 | |
| SE GROUP | | | | | | | |
| 26205 | SE GROUP | 32206 | Project No: 18024001 | 04/05/2018 | 1,122.50 | 1,122.50 | 04/26/2018 |
| Total SE GROUP: | | | | | 1,122.50 | 1,122.50 | |
| SOUTHERN WINE & SPIRITS OF COLORADO | | | | | | | |
| 27180 | SOUTHERN WINE & SPIRITS O | 1675444 | Customer # 16384 | 03/16/2018 | 370.15 | 370.15 | 04/26/2018 |
| Total SOUTHERN WINE & SPIRITS OF COLORADO: | | | | | 370.15 | 370.15 | |
| STEWART TITLE | | | | | | | |
| 27820 | STEWART TITLE | SMITH-STURG | EDPA Smith / Sturgon | 04/27/2018 | 7,395.00 | 7,395.00 | 04/30/2018 |
| Total STEWART TITLE: | | | | | 7,395.00 | 7,395.00 | |
| SUMMIT COMBINED HOUSING AUTHORITY | | | | | | | |
| 28080 | SUMMIT COMBINED HOUSING | 171 | Clearing House and deed monitori | 03/31/2018 | 950.00 | 950.00 | 04/26/2018 |
| Total SUMMIT COMBINED HOUSING AUTHORITY: | | | | | 950.00 | 950.00 | |
| SUMMIT COUNTY ANIMAL CONTROL | | | | | | | |
| 28140 | SUMMIT COUNTY ANIMAL CON | 1ST QTR 2018 | 1st Quarter 2018 | 04/05/2018 | 1,425.00 | 1,425.00 | 04/26/2018 |
| Total SUMMIT COUNTY ANIMAL CONTROL: | | | | | 1,425.00 | 1,425.00 | |
| SUMMIT COUNTY CLERK & RECORDER | | | | | | | |
| 28200 | SUMMIT COUNTY CLERK & RE | 16997 | Account: 140 | 03/31/2018 | 17.50 | 17.50 | 04/12/2018 |
| Total SUMMIT COUNTY CLERK & RECORDER: | | | | | 17.50 | 17.50 | |
| SUMMIT COUNTY GOVERNMENT | | | | | | | |
| 28320 | SUMMIT COUNTY GOVERNMEN | 180029 | SC Alert Public Outreach Campai | 03/26/2018 | 2,000.00 | 2,000.00 | 04/12/2018 |
| 28310 | SUMMIT COUNTY GOVERNMEN | BACON BURN | Bacon Burner Permit Fee | 04/02/2018 | 150.00 | 150.00 | 04/12/2018 |
| 28310 | SUMMIT COUNTY GOVERNMEN | FR TRIATHLO | Frisco Triathlon 2018 | 04/02/2018 | 150.00 | 150.00 | 04/12/2018 |
| 28310 | SUMMIT COUNTY GOVERNMEN | RTR ROAD RA | Run the Rockies Road Races 201 | 04/02/2018 | 100.00 | 100.00 | 04/12/2018 |
| Total SUMMIT COUNTY GOVERNMENT: | | | | | 2,400.00 | 2,400.00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------------|--------------------------------|----------------|----------------------------------|--------------|--------------------|-------------|------------|
| SUPERIOR INK PRINTING | | | | | | | |
| 29205 | SUPERIOR INK PRINTING | 16568 | BBQ T-Shirts - 50% Deposit | 04/24/2018 | 5,985.25 | 5,985.25 | 04/26/2018 |
| Total SUPERIOR INK PRINTING: | | | | | 5,985.25 | 5,985.25 | |
| TASHA WILSON | | | | | | | |
| 29572 | TASHA WILSON | 4/10-13/2018 | Travel Expenses | 04/25/2018 | 92.96 | 92.96 | 04/26/2018 |
| Total TASHA WILSON: | | | | | 92.96 | 92.96 | |
| TC3 ARCHITECTS | | | | | | | |
| 29590 | TC3 ARCHITECTS | 4/10/2018 | Job Number: 21611 | 04/10/2018 | 765.00 | 765.00 | 04/26/2018 |
| Total TC3 ARCHITECTS: | | | | | 765.00 | 765.00 | |
| TEN MILE ENGINEERING INC. | | | | | | | |
| 29685 | TEN MILE ENGINEERING INC. | 3-1061 | Mary Ruth Project | 04/04/2018 | 540.00 | 540.00 | 04/26/2018 |
| Total TEN MILE ENGINEERING INC.: | | | | | 540.00 | 540.00 | |
| TODD POWELL PHOTOGRAPHY | | | | | | | |
| 30580 | TODD POWELL PHOTOGRAPH | TOF-18-2 | Assignment Photography | 04/11/2018 | 4,525.00 | 4,525.00 | 04/26/2018 |
| 30580 | TODD POWELL PHOTOGRAPH | TOF-18-3 | Framed Photos - Outgoing Council | 04/11/2018 | 300.00 | 300.00 | 04/26/2018 |
| Total TODD POWELL PHOTOGRAPHY: | | | | | 4,825.00 | 4,825.00 | |
| TOLIN MECHANICAL SYSTEMS, INC. | | | | | | | |
| 30590 | TOLIN MECHANICAL SYSTEMS, INC. | SV310881 | Customer No. 11901 | 03/15/2018 | 720.07 | 720.07 | 04/26/2018 |
| Total TOLIN MECHANICAL SYSTEMS, INC.: | | | | | 720.07 | 720.07 | |
| U.S. POSTAL SERVICE | | | | | | | |
| 31440 | U.S. POSTAL SERVICE | BULK MAIL PE | Permit Number 23 - BULK MAILE | 04/13/2018 | 311.55 | 311.55 | 04/16/2018 |
| 31440 | U.S. POSTAL SERVICE | BULK MAIL PE | Permit Number 23 - BULK MAILE | 04/13/2018 | 311.55 | 311.55 | 04/16/2018 |
| Total U.S. POSTAL SERVICE: | | | | | 623.10 | 623.10 | |
| UPPER CASE PRINTING, INK. | | | | | | | |
| 31800 | UPPER CASE PRINTING, INK. | 13073 | Flood Hazard Flyer | 04/04/2018 | 84.66 | 84.66 | 04/12/2018 |
| 31800 | UPPER CASE PRINTING, INK. | 13073 | Water Conservation Flyer | 04/04/2018 | 464.80 | 464.80 | 04/12/2018 |
| Total UPPER CASE PRINTING, INK.: | | | | | 549.46 | 549.46 | |
| USDA FOREST SERVICE | | | | | | | |
| 31890 | USDA FOREST SERVICE | MARCH 2018 | FLUR Identity Code DIL463 | 04/03/2018 | 350.00 | 350.00 | 04/12/2018 |
| Total USDA FOREST SERVICE: | | | | | 350.00 | 350.00 | |
| UTILITY NOTIFICATION CENTER CO | | | | | | | |
| 31930 | UTILITY NOTIFICATION CENTER CO | 218030376 | Member ID: 30492 | 03/31/2018 | 24.65 | 24.65 | 04/12/2018 |
| Total UTILITY NOTIFICATION CENTER CO: | | | | | 24.65 | 24.65 | |
| VANESSA AGEE | | | | | | | |
| 32095 | VANESSA AGEE | FEBRUARY 20 | Personal Cell Phone Stipend | 04/01/2018 | 65.00 | 65.00 | 04/12/2018 |
| 32095 | VANESSA AGEE | JANUARY 201 | Personal Cell Phone Stipend | 04/01/2018 | 65.00 | 65.00 | 04/12/2018 |
| 32095 | VANESSA AGEE | MARCH 2018 | Personal Cell Phone Stipend | 04/01/2018 | 65.00 | 65.00 | 04/12/2018 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------------------------|------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| Total VANESSA AGEE: | | | | | 195.00 | 195.00 | |
| VECTOR DISEASE CONTROL | | | | | | | |
| 32097 | VECTOR DISEASE CONTROL | PI-A00003893 | Customer ID FRISCO01 | 04/01/2018 | 1,581.58 | 1,581.58 | 04/26/2018 |
| Total VECTOR DISEASE CONTROL: | | | | | 1,581.58 | 1,581.58 | |
| VELOCITY CONSTRUCTORS | | | | | | | |
| 32098 | VELOCITY CONSTRUCTORS | PROJECT 170 | Project No. 1708 | 03/27/2018 | 15,677.85 | 15,677.85 | 04/27/2018 |
| Total VELOCITY CONSTRUCTORS: | | | | | 15,677.85 | 15,677.85 | |
| WILLIAM D. LINFIELD PE | | | | | | | |
| 33095 | WILLIAM D. LINFIELD PE | INVOICE NO. 6 | Civil Engineering Consulting | 04/01/2018 | 405.00 | 405.00 | 04/12/2018 |
| 33095 | WILLIAM D. LINFIELD PE | INVOICE NO. 6 | Civil Engineering Consulting | 04/01/2018 | 270.00 | 270.00 | 04/12/2018 |
| 33095 | WILLIAM D. LINFIELD PE | INVOICE NO. 6 | Civil Engineering Consulting | 04/01/2018 | 877.50 | 877.50 | 04/12/2018 |
| Total WILLIAM D. LINFIELD PE: | | | | | 1,552.50 | 1,552.50 | |
| XCEL ENERGY | | | | | | | |
| 33380 | XCEL ENERGY | 586872355 | Account 53-1235617-3 | 04/05/2018 | 55.18 | 55.18 | 04/26/2018 |
| 33380 | XCEL ENERGY | 586970342 | Account 53-8074879-4 | 04/05/2018 | 177.93 | 177.93 | 04/26/2018 |
| 33380 | XCEL ENERGY | 587005900 | Account 53-0010948072-7 | 04/05/2018 | 97.61 | 97.61 | 04/12/2018 |
| 33380 | XCEL ENERGY | 587265578 | Account 53-1000709-7 | 04/09/2018 | 143.12 | 143.12 | 04/26/2018 |
| Total XCEL ENERGY: | | | | | 473.84 | 473.84 | |
| Grand Totals: | | | | | 340,328.72 | 340,328.72 | |

Dated: _____

Finance Director: _____

Dated: _____

Accountant: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 18-10, FOR THE AWARD OF CONTRACT TO MW GOLDEN CONSTRUCTORS FOR THE PUBLIC WORKS EXPANSION & EMPLOYEE HOUSING UNITS
DATE: MAY 17, 2018

Summary Statement: The Town of Frisco received two (2) bids for the above referenced project (bid tabulation attached) All bids were received in the proper time frame and with all required information.

Background: The Town contracted with O'Bryan Partnership last summer to design the office expansion and two employee housing units. That design was completed on time and within budget. The Town publically advertised for Request for Proposals for this project beginning on March 23, 2018. A mandatory pre-bid conference / site visit was held on April 5, 2018. A public bid opening was conducted on April 27, 2018, where bids from MW Golden Constructors and Weitz Construction were opened and tabulated. We conducted interviews with both companies the week of May 7, 2018 and have determined that MW Golden should be selected for this project.

Staff Analysis: Staff has analyzed the bid information from the two bids received and have concluded that all procedures and requirements of the Request for Proposals issued have been met by both bidders. During the interviews the proposals and project were discussed in-depth to determine if there were any areas in which the Town could save money by performing the tasks in-house. We identified a few areas where we could help out such as; excavation for relocation of utilities, installation of IT infrastructure, construction of new access drive, over all site preparation, fence construction and final landscaping. After these thorough interviews we have decided to contract with MW Golden Constructors at a cost not to exceed \$1,710,615.00. We are anticipating that if approved, construction will begin in mid to late June and be completed in late December.

Staff Recommendation: Staff recommends that Council approves Resolution 18-10,, for the award of contract for the construction of the Public Works Office Expansion & Employee Housing Units Project at a cost not to exceed \$1,710,615.00 (One million, seven hundred ten thousand, six hundred fifteen 00/100) to MW Golden Constructors of Castle Rock, Colorado.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 18-10**

A RESOLUTION FOR THE AWARD OF CONTRACT FOR THE CONSTRUCTION AND COMPLETION OF THE PUBLIC WORKS OFFICE EXPANSION & EMPLOYEE HOUSING UNITS PROJECT TO MW GOLDEN CONSTRUCTORS OF CASTLE ROCK, COLORADO

WHEREAS, the Town Council has determined that continuing to providing timely, efficient, professional services and providing affordable employee housing is in the Town's best interest; and

WHEREAS, the Town Council has determined that all provisions of Bidding Procedures and Contract Formation as stated in Chapter 9, Section 3, Paragraph E of the Town of Frisco Code have been met; and

WHEREAS, the Town Council has determined that the staff recommendation for the award of the above stated contract will provide the best value to the Town; and

WHEREAS, there are sufficient sums of money budgeted in the Capital Project Fund and Water Enterprise Fund for this contract award.

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 any and all documents necessary to enter into a construction contract for the Public Works Office Expansion & Employee Housing Units project with MW Golden Constructors of Castle Rock, Colorado at a contract price not to exceed \$1,710,615.00 (One million, seven hundred ten thousand, six hundred fifteen 00/100 Dollars)

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 22nd DAY OF MAY 2018.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

Bid Tab Sheet

Project: Public Works Office Expansion & Employee Housing Units

Date: April 27, 2018



| Contractor | Bid Amount |
|------------------------|----------------|
| MW GOLDEN CONSTRUCTORS | \$1,710,372.00 |
| THE WETZ COMPANY | \$1,988,625.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |



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 22nd day of May in the year 2018
(Paragraph deleted)

BETWEEN the Owner:

Town of Frisco, A Home Rule Municipality
PO Box 4100 / 1 Main Street
Frisco, CO 80443

and the Construction Manager:

MW GOLDEN CONSTRUCTORS (MWGC)
PO Box 338 / 1700 N. Park Street
Castle Rock, CO 80109

for the following Project:

*Public Works Office Expansion & Employee Housing Units
102 School Rd., Frisco, CO 80443*

The Architect:

O'Bryan Partnership, Inc.
PO Box 2773 / 620 Main Street
Frisco, CO 80443

The Owner's Designated Representative:

Jeff Goble, Public Works Director
970-668-9151
jeffg@townoffrisco.com

The Construction Manager's Designated Representative:

Jason Golden, President
(720) 531-4050
jgolden@mwgolden.com

The Architect's Designated Representative:

Stephen Shainholtz
(970) 668-1133
stephens@oparch.com

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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TABLE OF ARTICLES

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| 3 | OWNER'S RESPONSIBILITIES |
| 4 | COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES |
| 5 | COMPENSATION FOR CONSTRUCTION PHASE SERVICES |
| 6 | COST OF THE WORK FOR CONSTRUCTION PHASE |
| 7 | PAYMENTS FOR CONSTRUCTION PHASE SERVICES |
| 8 | INSURANCE AND BONDS |
| 9 | DISPUTE RESOLUTION |
| 10 | TERMINATION OR SUSPENSION |
| 11 | MISCELLANEOUS PROVISIONS |
| 12 | SCOPE OF THE AGREEMENT |

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

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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.

§ 2.1.3 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; 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.

§ 2.1.4 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

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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, the Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, including materials or methods.

The 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, and 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.

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§ 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 at GMP. 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 the 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 the 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 Work within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect in an effort to achieve a Guaranteed Maximum Price that is fully acceptable to the 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 based 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 Construction Manager shall provide in the Guaranteed Maximum Price 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.
- .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 part 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 contingency 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.

§ 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 the 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 amending this Agreement, 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:

1. The 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 and all necessary approvals from authorities having jurisdiction ,
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 the Construction Manager is not able to obtain three (3) "qualified" bids, written request to provide less shall be requested of the Owner 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 the appropriate 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.

§ 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 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 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the

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Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's 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 describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are 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 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.

§ 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.

§ 3.3 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 a lump sum not to exceed eight thousand dollars (\$8,000) for Preconstruction Services. Construction Manager shall submit invoices for these services. Invoices shall be received and processed per the requirement outlined in Article 7.1.3.

(Paragraphs deleted)

§ 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 thirty (30) 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.

8% 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.

§ 5.1.1 The Construction Manager's Fee:

(Paragraph deleted)

Six percent (6%) as agreed to

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:
Contractor provided change order documents.

§ 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 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:

(Paragraphs deleted)

Not applicable

(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.

(Paragraphs deleted)

§ 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 not 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 The Construction Manager shall prepare a detailed cost breakdown of the Guaranteed Maximum Price and shall update this cost breakdown throughout the project subject to the Owner's approval of any Change Orders. The Cost breakdown should be in the Standard Construction Specifications Institute ("CSI") Master Format.

§ 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 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 the Owner's prior approval.

§ 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 with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 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-contractors. 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.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The tool rental 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 for 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.

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§ 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.

§ 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.

§ 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 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; and
- .8 Costs for services incurred during the Preconstruction Phase.
- .9 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.

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

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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 Application for Payment is received by the Owner 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 after the application date fixed above, payment shall be made by the Owner not later than twenty-five (25) days after the Owner receives the Application for Payment.
(Paragraph Deleted)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. ***MWGC's Standard Job Cost Report supplied one (1) month in arrears shall satisfy this requirement.**

§ 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 and Owner 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.

§ 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 2.3.1.2.
- .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

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- .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 shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner. 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; and
- .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 7.2.4; and
- .6 A final Certificate for Payment has been issued by the Architect.

7.2.1.8 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:

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 the 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 to the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus interest as

allowed by law. § 7.2.2 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 is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 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.

§ 7.2.4 The Architect will not issue the final Certificate for Payment and final payment will not be made until the time of final settlement that 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 used or consumed by Construction Manager or a subcontractor in or about the performance of 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 the 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. Workman'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 insurance of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. 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 Owner upon the entire Project 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

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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 are 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.

§ 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 Owner and Architect 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 \$1,000,000 in the aggregate and \$1,000,000 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 the 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) \$1,000

Products/Completed Operations Products Comp/OPS Aggregate \$1,000

Contractual Personal & Advertising Injury \$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

Worker's 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 \$1000
Aggregate with 3 Year Tail of 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 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. Premiums associated with bonds required by the Owner of the CM/GC or subcontractors of any tier shall be reimbursable as a cost of the work or the basis for a change order if added after execution of the GMP Amendment.

(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.)

None

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 conjunction 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 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 subcontractors 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-contractors.

§ 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 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 and recreation 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 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 the 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 11.5.3.5, 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 to contracted with an illegal alien.

§ 11.5.3.6 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 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 and Architect, and develop and distribute minutes of all such meetings.

§ 11.5.3.7 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.

§ 11.5.3.8 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.

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

§ 11.5.3.10 The Construction Manager shall maintain an accurate set of as-built drawings at the site and can be electronic on a file sharing platform accessible by all parties at any moment. At the completion of the Work, the Construction Manager shall certify by printing and 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 both electronic and printed, 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.

§ 11.5.3.11 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.

§ 11.5.3.12 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 one (1) year from the date of Substantial Completion, provided that such one-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.

§ 11.5.3.13 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.

§ 11.5.3.14 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.

§ 11.5.3.15 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.

§ 11.5.3.16 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.

§ 11.5.3.17 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.

§ 11.5.3.18 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.

§ 11.5.3.19 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 (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

Init.

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.

§ 11.5.3.20 Construction Manager hereby waives and releases any and all claims for consequential and/or indirect damages including but not limited to attorney's 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
- .3 Other documents:
 - Exhibit Summary:
 - Exhibit A: GMP Amendment
 - ~~XXXXXXXXXXXXXXXXXX~~
 - Exhibit C: CM Schedule of Rates
 - ~~XXXXXXXXXXXXXXXXXX~~
 - Exhibit D: Construction Schedule
 - Exhibit E: General Conditions
 - Exhibit F: Performance Bond
 - Exhibit G: Payment Bond
 - Exhibit H: Insurance Documents

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Gary Wilkinson, Mayor
(Printed name and title)

Jason Golden, President
(Printed name and title)

Attest:

Deborah Wohlmuth, Town Clerk

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EXHIBIT A
GMP AMENDMENT



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Town of Frisco – Public Works Office Expansion & Employee Housing Units
102 School Rd, Frisco, Colorado 80443

THE OWNER:

(Name, legal status and address)

Town of Frisco
PO Box 4300 / 1 Main Street, Frisco, Colorado 80443

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

MW Golden Constructors (MWGC)
PO Box 338 / 1700 N. Park St.
Castle Rock, Colorado 80109

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 seven hundred ten thousand six hundred fifteen dollars (\$ 1,710,615), 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.)

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.

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

| Item | Price (\$0.00) |
|------|----------------|
| N/A | |

§ 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 |
|---------|-------|------|-------|
| N/A | | | |

§ 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.)

Architectural Drawings: (A1.0, A1.1, A1.2, A3.0, A3.1, A4.0, A4.1, A5.0, A5.1, A5.2, A6.0, A6.1, A7.0, A7.1, A8.0, A9.0, A10.0, A11.0, A11.1) dated 8-23-17, Civil Drawings (C000, C100, C200, C300) dated 2-16-18, Structural Drawings (S-1, S-2, S-3, S-4, S-5) dated 10-30-17, Mechanical Drawings (M1.0, M2.0, M2.1) dated 9-26-17, Plumbing Drawings (P1.0, P2.0, P2.1) dated 9-26-17 and Electrical Drawings (E1.0, E2.0, E2.1) dated 9-26-17.

| Number | Title | Date |
|--------|-------|------|
| N/A | | |

§ 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.)

Request for Qualifications & Proposals for General Contractor Services (with a Guaranteed Maximum Price) for the Public Works Office Expansion & Employee Housing Units Project, Geotech Report dated 3-8-18

ARTICLE A.2

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

December 21, 2018

OWNER (Signature)

Gary Wilkinson Mayor, Town of Frisco
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Jason Golden, President, MWGC
(Printed name and title)

EXHIBIT A-1



May 11, 2018

Town of Frisco
102 School Road
Frisco, Colorado 80443

Attention: Jeff Goble

Reference: Town of Frisco - Public Works Office Expansion & Employee Housing Units Project

Subject: GMP Proposal Letter

Dear Jeff,

MW GOLDEN CONSTRUCTORS is pleased to provide the following Guaranteed Maximum Price. The GMP is based on the documents provided with the RFQ - Request for Qualification & Proposals for General Contractor Services (with a guaranteed Maximum Price) for the Public Works Office Expansion & Employee Housing Units Project, Geotech Report dated 3-5-18, Architectural Drawings (A1.0, A1.1, A1.2, A3.0, A3.1, A4.0, A4.1, A5.0, A5.1, A5.2, A6.0, A6.1, A7.0, A7.1, A8.0, A9.0, A9.1, A10.0, A11.0, A11.1) dated 8-23-17, Civil Drawings (C000, C100, C200, C300) dated 2-16-18, Structural Drawings (S-1, S-2, S-3, S-4, S-5) dated 10-30-17, Mechanical Drawings (M1.0, M2.0, M2.1) dated 9-26-17, Plumbing Drawings (P1.0, P2.0, P2.1) dated 9-26-17 and Electrical Drawings (E1.0, E2.0, E2.1) dated 9-26-17. Below is a Divisional Breakdown of Costs, Inclusions and Exclusions.

INCLUSIONS:

- MW GOLDEN CONSTRUCTORS Supervision
- Preconstruction Services
- Temporary Fencing
 - o Fencing only around work area
- Snow and Ice Removal
- Survey
 - o Overlot grading
 - o Excavation
 - o Building Corners
 - o Form Check
 - o 2nd Floor Check
 - o Site Grading
 - o Deck Layout
 - o Blue Tops
- Demolition
 - o Remove existing interior walls
 - o Remove existing exterior walls
 - o Salvage doors
 - o Salvage overhead doors
 - o Remove windows
 - o Remove bollards

- Demo mechanical, plumbing and electrical systems as shown
 - Remove existing flooring
- Concrete Forming
 - Continuous and Bell Footings
 - Foundation Walls
 - Slab on Grade 4"
 - Slab on Grade 6"
 - Slab on Deck 3"
 - Reinforcing
 - 2" Rigid Insulation
 - 6 Mil Vapor Barrier
 - Dowels
 - Splice Bars
 - Fine Grading
 - Concrete Pump
 - Installation of Embeds
- Reinforcing
 - Masonry Rebar
- Cast-In-Place Concrete
 - Interior Slab on Grade Patching at Plumbing Trenches
- Grouting
 - Grouting Base Plates / Beam Pockets
- Masonry
 - Ribbed, Rough Split-Faced CMU Block – Light Color to Match Existing
 - Ribbed, Smooth Split-Faced CMU Block – Dark Color to Match Existing
 - Installation of Lintels
 - Installation of Rebar
- Structural Steel
 - Wood Stair Framing Angles
 - Wood Stair Framing Bolts
 - Tube Steel Columns
 - Wide Flange and Tube Steel Beams
 - Joist and Deck
 - Edge and Ledger Angles
 - Tube Steel for Canopy Framing
- Bollards
- Stair Treads
 - Stair Treads at Exterior Deck
- Rough Carpentry
 - Interior Backing / Blocking
 - Parapet Blocking
- Wood Framing
 - Exterior Deck
- Architectural Woodwork
 - Base Cabinets
 - Upper Cabinets
 - Countertops
 - Closet Shelving
 - Interior Trim
- Wood Deck Railing
 - Handrail at Exterior Deck
 - Mesh Balusters

- Dampproofing
 - o Foundation Dampproofing
- Foundation Insulation
 - o 2" Rigid Insulation
- Insulation
 - o Exterior Walls
 - o Boxsills and Rim Joists
 - o Foam Chinking
 - o Spray Foam
- Fire Caulking
 - o Top of Wall Firestop
 - o Plumbing
 - o Mechanical
 - o Electrical
 - o Fire Protection
- Roofing
 - o EPDM Roofing
 - o Tapered Insulation
 - o SecuRock and Mechanical Fastening to Deck
 - o Steel Flashings
 - o Counterflashing
 - o Parapet Cap
 - o Heat Cable
 - o Standing Seam Roofing at EHU Deck
- Joint Sealants
 - o Exterior Slab on Grade to Building Caulking
 - o Vertical Masonry Joints
- Doors / Frames / Hardware
- Doors / Frames / Hardware Installation
- Specialty Doors
 - o Removal and Reinstallation of Existing Overhead Doors
- Windows
 - o Jeld-Wen Windows
 - o Installation
- Gypsum Board Assemblies
 - o Building Insulation (sound Batts)
 - o 5/8" Throughout
 - o Mold Block Board in Wet Areas
 - o Square Corner Bead
 - o Tape and Finish
 - o Level 3 Finish
 - o Orange Peel Texture
- Tiling
 - o Allowance for interior tile (\$13.50/SF)
 - o Rubber Base
- Acoustical Ceilings
 - o 2x4 Grid and Tile to Match Existing (15/16" Armstrong or USG)
 - o Patch and Repair 250 SF of Existing
- Carpet
 - o Allowance for EHU Carpet (\$37/SY)
- Painting
 - o New Drywall Ceilings and Walls

- Doors and Frames
- Clad Window Sash
- Bollards
- Wood Fence
- Wood Stairs and Stringers
- Accessories
 - Installation Assistance only of Owner Supplied Materials
- Fire Protection Specialties
 - Fire Extinguishers and Cabinets
- Fire Suppression
 - Extend Fire Sprinkler System to new Addition
 - Piping and heads
- Plumbing
- HVAC
- Duct Cleaning
- Electrical
 - Electrical Gear
 - Lighting Package
 - Demolition of Existing
 - Temporary Power
 - Outlets and Switches
 - Boxes and Conduit with Pull Strings
 - Power to Heat Tape
 - Mechanical Power Hookup
- Fire Alarm
 - New Fire Alarm at Addition
 - Replace Existing Fire Alarm
- Earthwork
 - Overlot Grading
 - Excavation
 - Fine Grading
 - Backfill
 - Equipment
 - Site Grading
- Sidewalk Pavers
 - Allowance (\$21/SF)
- Utilities
 - \$5,000 Allowance for Comcast relocation
 - Electrical Feeders from existing transformer to new panels
 - Installation of new cleanout on existing Sanitary Sewer Line
- Contingency (5%)
- Builder's Risk Insurance
- Bonds

EXCLUSIONS

- Temporary Construction Consumption Fees (Water / Gas / Electricity)
- Tap/Development Fees
- Utility Company Fees
- Any Design Fees
- Materials Testing
- Permit Fees

- Taxes
- Window Coverings
- Washer and Dryers
- Asphalt
- Asphalt Demolition
- Pavement Markings
- Landscape and Irrigation
- Fences and Gates
- Office Trailer (assumes we can use existing building)
- Moving Owner Furniture
- New Furniture
- Compressed Air Systems
- Asbestos Testing and/or Abatement
- Expansion Control between Existing Building and New Construction
- Lockers and Benches
- Coat Hooks
- Toilet and Bath Accessories
- Replacement of any damaged materials/components on existing overhead doors
- Owner's Protective Insurance
- Communications (complete system by owner)
- Utilities (Gas line supply/install/connections, utility excavation/backfill/compaction)
- New Road Connection to School Road
 - o Overlot Grading / Excavation / Earthwork / Imported Fill
 - o Gravel Shoulder
 - o Concrete Pan at School Road
 - o Traffic Control
 - o Tree Removal
 - o Erosion Control
 - o Asphalt Paving and Asphalt Demolition
 - o Fencing

The following is a detailed breakdown of the GMP:

| <u>Division</u> | <u>Description</u> | <u>Total</u> | <u>Cost Per SF</u> | <u>% of Total</u> |
|-----------------|---|--------------|--------------------|-------------------|
| 010000 | General Conditions | \$163,229 | \$45.34 | 9.54% |
| 011117 | Preconstruction Services | \$8,000 | \$2.22 | 0.47% |
| 015626 | Temporary Fencing | \$2,058 | \$0.57 | 0.12% |
| 015700 | Snow / Ice Removal | \$2,605 | \$0.72 | 0.15% |
| 017123 | Field Engineering | \$22,511 | \$6.25 | 1.32% |
| 024119 | Selective Demolition | \$53,187 | \$14.77 | 3.11% |
| 031100 | Concrete Forming/Vapor Barrier/Insulation | \$89,983 | \$25.00 | 5.26% |
| 032000 | Reinforcing | \$11,608 | \$3.22 | 0.68% |
| 033000 | Cast-In-Place Concrete | \$3,650 | \$1.01 | 0.21% |
| 036113 | Dry Pack Grouting | \$1,845 | \$0.51 | 0.11% |
| 042000 | Masonry | \$90,600 | \$25.17 | 5.30% |
| 051200 | Structural Steel Fab/Erection/Joist/Deck | \$73,100 | \$20.31 | 4.27% |
| 051201 | Bollards | \$4,250 | \$1.18 | 0.25% |
| 055200 | Metal Railings / Stair Tread | \$4,020 | \$1.12 | 0.24% |
| 061001 | Rough Carpentry | \$7,795 | \$2.17 | 0.46% |
| 061100 | Wood Framing | \$13,342 | \$3.71 | 0.78% |

| <u>Division</u> | <u>Description</u> | <u>Total</u> | <u>Cost Per SF</u> | <u>% of Total</u> |
|-----------------|---|--------------|--------------------|-------------------|
| 064000 | Architectural Woodwork | \$53,876 | \$14.97 | 3.15% |
| 064300 | Wood Deck Railing | \$3,469 | \$0.96 | 0.20% |
| 071000 | Dampproofing | \$825 | \$0.23 | 0.05% |
| 071002 | Foundation Insulation | \$2,731 | \$0.76 | 0.16% |
| 072000 | Insulation | \$13,504 | \$3.75 | 0.79% |
| 078400 | Fireproofing | \$15,475 | \$4.30 | 0.90% |
| 075000 | Membrane Roofing | \$55,875 | \$15.52 | 3.27% |
| 079000 | Joint Sealants | \$7,188 | \$2.00 | 0.42% |
| 081100 | Doors / Frames / Hardware | \$27,184 | \$7.55 | 1.59% |
| 081101 | D/F/H Installation | \$6,500 | \$1.81 | 0.38% |
| 083000 | Specialty Doors (overhead reinstallation) | \$5,700 | \$1.58 | 0.33% |
| 085000 | Windows | \$51,415 | \$14.28 | 3.01% |
| 092900 | Gypsum Board Assemblies | \$87,153 | \$24.21 | 5.09% |
| 093000 | Tiling | \$71,165 | \$19.77 | 4.16% |
| 095113 | Acoustical Ceilings | \$13,250 | \$3.68 | 0.77% |
| 096000 | Carpet | \$5,596 | \$1.55 | 0.33% |
| 099000 | Painting | \$24,885 | \$6.91 | 1.45% |
| 100000 | Accessories | \$3,375 | \$0.94 | 0.20% |
| 104400 | Fire Protection Specialties | \$2,500 | \$0.69 | 0.15% |
| 210000 | Fire Suppression | \$18,340 | \$5.09 | 1.07% |
| 220000 | Plumbing | \$56,580 | \$15.72 | 3.31% |
| 230000 | HVAC | \$117,936 | \$32.76 | 6.89% |
| 234000 | Duct Cleaning | \$3,500 | \$0.97 | 0.20% |
| 260000 | Electrical | \$121,000 | \$33.61 | 7.07% |
| 280000 | Fire Alarm | \$44,295 | \$12.30 | 2.59% |
| 310000 | Earthwork | \$95,000 | \$26.39 | 5.55% |
| 321400 | Sidewalk Pavers | \$5,880 | \$1.63 | 0.34% |
| 330000 | Utilities | \$16,507 | \$4.59 | 0.96% |
| 600100 | Bond | \$12,470 | \$3.46 | 0.73% |
| 600200 | Insurance | \$25,716 | \$7.14 | 1.50% |
| 600300 | Builder's Risk Insurance | \$1,838 | \$0.51 | 0.11% |
| 600400 | Contingency | \$85,515 | \$23.75 | 5.00% |
| 600600 | Margin | \$102,589 | \$28.50 | 6.00% |
| | GMP TOTAL | \$1,710,615 | \$475.17 | 100.00% |

MW GOLDEN CONSTRUCTORS looks forward to working with you on the above referenced project. Feel free to contact the undersigned with any questions or concerns.

Sincerely,
MW GOLDEN CONSTRUCTORS



Adam Alexander, AC
Senior Estimator

EXHIBIT C

Equipment Rates

5/17/2018
Page 1 of 3



| DESCRIPTION | MODEL | | Rate Per Month |
|--|--|----|----------------|
| TOOLS / EQUIPMENT | | | |
| GEN-1 Kohler 12, 300 | PA-Pro123EFI-300 | \$ | 943 |
| HD1 - Hilti Drill | TE80 | \$ | 413 |
| HD2 - Hilti Drill | TE30 | \$ | 168 |
| CV1 - Wyco Sure Speed Concrete Vibrator | 115 V Double Insulated Motor | \$ | 111 |
| CV2 - Wyco Sure Speed 20' Tig Shaft | CK9520 | \$ | 71 |
| CV3 - Wyco 2 1/4" Vibrator Head | Denver Concrete | \$ | 69 |
| Concrete Screed Multivibe Power Rod 100 2 Handle | | \$ | 233 |
| Fuel Pump | Fill-Rite FR152 | \$ | 46 |
| SP-1 Sump Pump | Multiquip 1 hp 2" Submersible | \$ | 92 |
| TH-1 Leica Builder 100-6" Construction Theod. | #772728 | \$ | 775 |
| L1 - Leica NA2 32X Universal Automatic Level | #352036 | \$ | 532 |
| LL1 - Hilti Laser Level PR 30 HVS- 3 Pack | #3539258 | \$ | 1,060 |
| Air meter Press-ur-meter- Concrete Air Meter Kit | Type B- BCL-105 2 | \$ | 104 |
| TS1 - Torch Set | Forney 230 Volt and 120 Volt Plasma Cutter (Model 303) | \$ | 250 |
| Slump Cone | Model 3640 | \$ | 46 |
| CH-2 Chipping Hammer TE 3000- AVE (50 LB) | Hilti | \$ | 533 |
| JH-5 Jackhammer 60# (?) | Makita HM1810X3 Breaker Hammer | \$ | 250 |
| CM-1 Concrete Mixer | Mk Diamond 167940 Canoga 300 Honda GX240 Front End | \$ | 2,093 |
| Pressure Washer | Simpson 4200- PSI 4.0 GPM Gas Pressure Washer Trailer Sys | \$ | 1,000 |
| AC-1 Air Compressor Maxair 25-Gal Portable Elec. | #P5125H1-MAP | \$ | 233 |
| Ground Heater | Wacker Neuson E5000 | \$ | 18,333 |
| WB-1 Weed Burner | Forney Model #1723 500,00 BTU Uni-Flame Burner | \$ | 8 |
| PH1 - Propane Heater, Forced Air | Dyna-Glo Deluxe 300k BTU Forced-Air Propane | \$ | 56 |
| Drum Heater | Grainger 55 gal, 8.7A, 115V, L66 3/4" #3CDA1 | \$ | 31 |
| PB-1 100 Lb. Propane Bottle | Worthington Pro Grade 100LB #327701 | \$ | 25 |
| RCB-1 Rebar Cutter & Bender | H.K. Porter 52" | \$ | 46 |
| VAC1 - Vacuum | Rigid 16 gallon Stainless Steel #WD1956 | \$ | 30 |
| VAC9 - Vacuum | Dyson Cinetic Big Ball Animal + Allergy | \$ | 117 |
| VAC10 - Vacuum, Back Pack | ProTeam LineVacer UAlpha Vacuum Cleaner With High Filtration 1.5in | \$ | 115 |
| Welder | Lincoln Electric Ranger 305 G Engine Driven #K1726-5 | \$ | 927 |
| Water Stop Iron | Greenstreak #483JP414 | \$ | 31 |
| Shore Jack with clips | Ellis STL-151HD | \$ | 68 |
| Air Sprayer | Backpack Sprayer, 5 gal 60" L Hose #48XL86 | \$ | 101 |
| NG-1 Nail Gun & Air Hose | Makita 3-1/2 #AN930H | \$ | 112 |
| PS-1 Pneumatic Staple Gun | Fasco F1B 50-16 Carton Plier Stapler #11222F | \$ | 85 |
| ESG-1 Electric Staple Gun | Arrow | \$ | 3 |
| 5 Gallon Sprayer | Chapin International 60 gal Tow Behind Sprayer | \$ | 259 |
| Work light | ProBuilt Hang-A-Light 400W Work Light | \$ | 23 |
| LS-1 Light Stand | Milwaukee M18 Trueview Led Stand Light #13213020 | \$ | 42 |

| DESCRIPTION | MODEL | Rate Per Month |
|---|--|----------------|
| Stud Finder | Bosch 6. D Multi-Scanner | \$ 125 |
| Gorilla Ladder 5.5 Ft | #GLF-5X | \$ 13 |
| Gas Leaf Blower | Echo 234 MPH 765 CFm Gas Backpack Blower | \$ 83 |
| PLATE COMPACTOR (GROUND POUNDER) | | |
| Compactor (Ground Pounder) | Multiquip Vib. Plate Non-Reversible 19.6X | \$ 432 |
| SAWS, DRILLS, GRINDERS, ETC. | | |
| JS-1 | Dewalt 6.5 amp keyless t shank variable speed corded | \$ 25 |
| DC-1 Deep Cut Band Saw | PorterOCable 13.625 Inc 10- Amp Stationary Blade Saw | \$ 75 |
| RT-1 Router | Porter-Cable 3.5 hp Variable Speed Router | \$ 69 |
| ES-1 Electric Shear | Milwaukee 2637-22 M18 Cordless 18 Gauge Single Cut Shear | \$ 80 |
| IW-1 Impact Wrench | Milwaukee M28 28V Cordless Impact Wrench kit | \$ 90 |
| S1 - Saw, 7 1/4 - CIRCULAR | Makita 15-Amp 16-5/16in Circular Saw | \$ 120 |
| S3 - Saw, 7-1/4 - WORM | SKIL- Sawsquatch 15- AMP 10-1/4" Worm Drive Coded | \$ 67 |
| DS-1 Compound | Bosch 12" Sliding Compound Miter Saw | \$ 108 |
| DS-2 Delta 10" Bench (Table Saw) | Dewalt 15-Amp 10 In Table Saw | \$ 133 |
| DS-4 Demo Saw | Husqvarna K870 Rescue Cut-Off Saw #967288101 | \$ 267 |
| DS-5 14" Chop Saw (Elec) | Dewalt 15-Amp 14" Chop Saw | \$ 83 |
| CS1 - Chain Saw | Husqvarna 60.3cc 2 cycle 24" Gas Chainsaw | \$ 83 |
| D4 - Hammer Drill, 3/8 inch | Dewalt 3/4" 15 Amp keyless Rotary Hammer | \$ 167 |
| D5 - Drill, 3/8" Cordless | Bosch 12 V 3/8" Cordless Drill | \$ 37 |
| D6 - Drill 1/2" Cordless | Dewalt 1/2" Cordless Brushless Drill | \$ 47 |
| Dremel | Dremel Multipurpose Rotary Tool Kit #581297 | \$ 38 |
| SG1 - Screw Gun | Hilti ST 1800 18 V 1/4" Hex Cordless Screwdriver #3497779 | \$ 102 |
| G1 - Grinder 4 1/2" Heavy Duty | Milwaukee Cordless 4-1/2" Cut Off Wheel Grinder Kit #2680-22 | \$ 58 |
| G5 - 7" Grinder | Rigid 15 Amp Corded 7" Twist Handle Angle Grinder | \$ 23 |
| SZ1 - Super Sawzall | Milwaukee 15 Amp Super Sawzall Recip. Saw #6538-21 | \$ 33 |
| BS-1 Belt Sander | Makita 11 Amp 4" x 24" Corded Belt Sander | \$ 41 |
| PS-1 Palm Sander | Makita 3 Amp 5" Corded Random Orbit Bit Sander #BO5041 | \$ 13 |
| Air Mover | Ermator A 600 Air Scrubber | \$ 133 |
| High Velocity Floor Fan | iliving 24" bld Air Circulator Floor Fan | \$ 57 |
| Negative Air Machine (Dust Collector) | 5 HP Collector with Cannister Filters | \$ 767 |
| Drum Fan | MaxxAir 42" Industrial Heavy Duty 2 Speed Belt Drive PRO Drum Fan | \$ 55 |
| 24" Fan- change to 16" Fan | Xpower TurboPro 16" Variable Speed Axial Fan with Daisy Chain #X-41ATR | \$ 49 |
| TRAILERS | | |
| T-1 10 X 42 1977 (office) | Cliff Industries / Plate #X202969 | \$ 300 |
| T-2 40 Ft. Semi 1956 | Trailmobile / Plate #D89401 | \$ 150 |
| T-3 Utility Trailer- Green | Big Tex / Plate #782OCT | \$ 225 |
| T-4 10 x 32 Office Trailer | Elder / Plate #ET7642 | \$ 225 |
| T-5 10 X 44 Office Trailer | Office / Plate #X537880 | \$ 300 |
| T-6 Cargo Trailer | Pro Western / Plate #D96807 | \$ 150 |

| DESCRIPTION | MODEL | Rate Per Month | |
|--|----------------------------------|----------------|-------|
| T-7 Heavy Duty Utility Trailer-Black | Carson HD16 / Plate #492FDC | \$ | 300 |
| T-8 Tandem Scissor Lift Trailer | Jayhawk / Plate #174PVV | \$ | 300 |
| T-9 8 X 32 Office Trailer 1997 | Mil /Plate 429XPS | \$ | 300 |
| T-10 Enclosed Trailer 2017 | Silver Haulmark Enclosed Trailer | \$ | 300 |
| EXCAVATION EQUIPMENT | | | |
| SS-1 Skid Steer Univ Tractor | NH LS170 / SMM X190034 | \$ | 2,380 |
| SS-2 Skid Steer Univ Tractor | NH L170 / SMM X190035 | \$ | 2,380 |
| Skid Steer Auger | Bobcat 15 | \$ | 1,500 |
| John Deere 72" Rigid Broom (Sweeper) | JDW BR72 BROOM / Stk#8112052 | \$ | 1,690 |
| Water Sprayer | MIS 901110 PMI WATER / Stk#12276 | \$ | 500 |
| VEHICLES | | | |
| V-9 2004 K2500 Diesel & Fuel Pump(03/01) | 1GBHK29234E275551 | \$ | 750 |

EXHIBIT E



AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Public Works Office Expansion & Employee Housing Units
102 School Road Frisco Colorado

THE OWNER:

(Name, legal status and address)

Town of Frisco, A Home Rule Municipality
PO Box 4100 / 1 Main Street
Frisco, CO 80443

THE ARCHITECT:

(Name, legal status and address)

O'Bryan Partnership, Inc.
PO Box 2773 / 620 Main Street
Frisco, CO 80443

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who 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 Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 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.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in

such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 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 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, 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 (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

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other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

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

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(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

§ 10.2.4 When use 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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 (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 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.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by

an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract

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Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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

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Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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- .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; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 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 subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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.

§ 15.4.1.1 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.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

EXHIBIT F

PERFORMANCE BOND

PERFORMANCE BOND

Bond No. 30023109

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) MW Golden Constructors

(Address) 1700 Park Street, Castle Rock, CO 80109

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

(Firm) Western Surety Company

(Address) 333 S. Wabash Avenue, Chicago, IL 60604

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 One Million Seven Hundred Ten* 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 22nd day of May, 2018, 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.

*Thousand Six Hundred Fifteen and 00/100 (\$1,710,615.00)

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: Jeff Goble
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: MW Golden Constructors
1700 Park Street
Castle Rock, CO 80109

SURETY: Western Surety Company
333 S. Wabash Avenue
Chicago, IL 60604

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 22nd day of May, 2018.

ATTEST:

By: [Signature]

Title: Contract Administrator

PRINCIPAL MW Golden Constructors

By: [Signature]

Title: President

Address: 1700 Park Street

Castle Rock, CO 80109



SURETY

ATTEST:

By: [Signature]
Lee Anne Meaux, Witness

Attorney-in-Fact: Susan J. Lattarulo

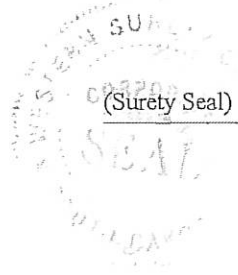
Surety: Western Surety Company

By: [Signature]

Title: Attorney-In-Fact

Address: 333 S. Wabash Avenue

Chicago, IL 60604



(1867199087)

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. 30023109

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) MW Golden Constructors

(Address) 1700 Park Street, Castle Rock, CO 80109
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) Western Surety Company

(Address) 333 S. Wabash Avenue, Chicago, IL 60604

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 One Million Seven Hundred Ten* 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 22nd day of May, 2018, 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

*Thousand Six Hundred Fifteen and 00/100 (\$1,710,615.00)

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: Jeff Goble
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: MW Golden Constructors
1700 Park Street
Castle Rock, CO 80109

SURETY: Western Surety Company
333 S. Wabash Avenue
Chicago, IL 60604

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.

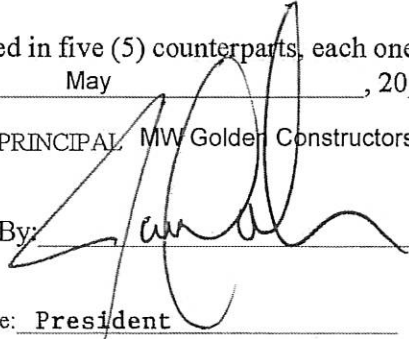
IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this 22nd day of May, 2018.

ATTEST:

By: 

Title: Contract Administrator

PRINCIPAL MW Golden Constructors

By: 

Title: President

Address: 1700 Park Street

Castle Rock, CO 80109

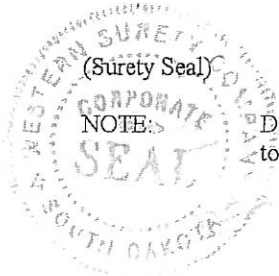


SURETY

ATTEST:
By: *Lee Anne Meaux*
Lee Anne Meaux, Witness
Attorney-in-Fact: Susan J. Lattarulo

Surety: Western Surety Company
By: *Susan J. Lattarulo*
Title: Attorney-in-Fact

Address: 333 S. Wabash Avenue
Chicago, IL 60604



(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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark Sweigart, Donald E. Appleby, Todd D. Bengford, Sarah C. Brown, Susan J. Lattarulo, Florietta Acosta, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of October, 2016.



WESTERN SURETY COMPANY

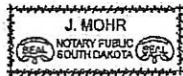
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of October, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May, 2018



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

EXHIBIT H
INSURANCE DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

| |
|--------------------------------|
| DATE (MM/DD/YYYY) 5/15/2018 |
|--------------------------------|

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

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

| | | | | | | | | | | | | | |
|---|--|--|------------------------|---------------------------------------|-------|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| PRODUCER Commercial Risk Solutions 6600 E Hampden Ave Ste 200 Denver CO 80224 | CONTACT NAME: Sabrina Rahe PHONE (A/C, No, Ext): 303-996-7834 FAX (A/C, No): 303-996-7851 E-MAIL ADDRESS: srahe@crsdenver.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED MWGOL-1 MW GOLDEN CONSTRUCTORS 1700 Park Street Castle Rock CO 80109 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Westfield Insurance</td> <td style="width: 20%; text-align: center;">NAIC # 24112</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER A : Westfield Insurance | NAIC # 24112 | INSURER B : Pinnacol Assurance | 41190 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER A : Westfield Insurance | NAIC # 24112 | | | | | | | | | | | | |
| INSURER B : Pinnacol Assurance | 41190 | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 94436880 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|--|-----------|----------|---------------|-------------------------|-------------------------|--|---|--------------------------------|---|--------------------|------------------------------|----------|--------------------------------|--------------|-------------------|-----------------------------|------------------------|--------------|--|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | TRA3794755 | 4/1/2018 | 4/1/2019 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 | MED EXP (Any one person) | \$ 5,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 5,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> | Y | Y | TRA3794755 | 4/1/2018 | 4/1/2019 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None | | | TRA3794755 | 4/1/2018 | 4/1/2019 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 5,000,000 | AGGREGATE | \$ 5,000,000 | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ 5,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 5,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A | | Y | 4028014 | 4/1/2018 | 4/1/2019 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table> | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTHER | | E.L. EACH ACCIDENT | \$ 1,000,000 | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | |
| <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTHER | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| A | Leased/Rented Equipment | | | TRA3794755 | 4/1/2018 | 4/1/2019 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Limit Deductible</td> <td style="text-align: right;">100,000 500</td> </tr> </table> | Limit Deductible | 100,000 500 | | | | | | | | | | | | |
| Limit Deductible | 100,000 500 | | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Public Works Office Expansion & Housing Units, 102 School Rd, Frisco, CO 80443

Town of Frisco, officers, employees, and consultants are included as additional insured for ongoing and completed operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract. General Liability & Auto Liability coverage is primary and non-contributory. General Liability, Auto Liability and Workers Compensation coverage includes a waiver of subrogation. All policy terms, conditions and exclusions apply.

| | |
|--|--|
| CERTIFICATE HOLDER Town of Frisco, A Home Rule Municipality PO Box 4100 1 Main Street Frisco CO 80443 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. **Coverage, 2. Coverage Extensions, a. Supplementary Payments**, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item B. **Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. **Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions**:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item D. Deductible the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS, Item C.** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|------------------------------------|
| Named Insured: |
| Endorsement Effective Date: |

SCHEDULE

| |
|--|
| Name(s) Of Person(s) Or Organization(s): |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

NCCI #: WC000313B
Policy #: 4028014

MW Golden Constructors
1700 Park Street
Castle Rock, CO 80109

CRS, Commercial Risk Solutions, Inc
6600 E. Hampden Ave
Suite 200
Denver, CO 80224
(303) 996-7800

ENDORSEMENT: Blanket Waiver of Subrogation

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

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

SCHEDULE

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

Effective Date: March 26, 2018 Expires on: April 1, 2019
Pinnacol Assurance has issued this endorsement March 26, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) And Description Of Covered Operations |
|---|---|
| All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured. | All Locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|-----------------------------------|
| All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured. | All Locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

- a. Expected Or Intended Injury**

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions**, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. **Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. **Exclusions:**

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **a.** through **g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of the policy; and
- 2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

- 4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

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

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

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

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

COMMITTEES REQUIRING COUNCIL AND STAFF REPRESENTATION

| COMMITTEE | DESCRIPTION | MEETINGS | REPS (ALTERNATE) |
|--|--|-------------------------------------|----------------------|
| Required attendance: | | | |
| Cemetery Board | Supervises cemetery operations and Superintendent | As needed | Wilkinson / Wohlmuth |
| Summit County Combined Housing Authority | Affordable housing management organization | Monthly – 4 th Wednesday | Ready/Fallon |
| Summit Stage Board | Oversees Summit Stage operations | Monthly - 4th Wednesday | Willis |
| Summit Wildfire Council | Oversees development and implementation of the SC Wildfire Protection Plan | Quarterly | Ihnken / Shaner |
| Business Advisory Committee | Recommends economic incentives and ideas | As needed | Fallon / Shaner |

| | | | |
|--|--|------------------------------------|--------------------|
| Active attendance requested: | | | |
| Colorado Association of Ski Towns (CAST) | Discusses issues affecting mountain-resort communities | | Wilkinson / Ready |
| High Country Conservation Center | Non-profit arm of the Summit County Recycling program | Monthly - 3rd Tuesday 8-9am | Sherburne |
| I-70 Coalition | Participation in the I-70 Coalition | Monthly | Wilkinson / Ready |
| Northwest Colorado Council of Governments (NWCCOG) | Governing board of Council of Governments from Western Slope municipalities and counties | Alternate Months (4th Thursday) | Shaner |
| NWCCOG QQ | Dues-paying committee discusses water quality and quantity issues affecting West Slope of Colorado | Quarterly | Burley / Wilkinson |

| | | | |
|-----------------------------------|--------------------------|-------------------------|--------|
| Vountary attendance: | | | |
| CML Policy Board | | 3 times a year | Shaner |
| Summit County Chamber of Commerce | Legislative subcommittee | Monthly – last Thursday | Shaner |
| Friends of Dillon Ranger District | | | Burley |
| | | | |
| | | | |

- ***Shaner will take Chamber and CML if somebody else takes BAC and wildfire alternate.***

| COMMITTEE | DESCRIPTION | NUMBER OF MEMBERS AND MEMBERSHIP CRITERIA | MEMBERSHIP TERMS | APPOINTEE(S) | TERM EXPIRES | MEETING DATES |
|------------------------------------|---|--|------------------|--|--------------------------------------|--|
| Board of Appeals | Hear appeals of and review Uniform Code decisions of the Building Official | Three residents or business owners with construction backgrounds appointed by Council | Three years | Pete Campbell Dan McCrerey Ken O'Bryan | | As needed |
| Cemetery Board | Supervises Town Cemetery Operations and Cemetery Superintendent | Three members: Mayor, Town Clerk and citizen appointed by Council | Three years | Deb Helton | | As needed |
| Ten Mile Planning Commission | Citizen planning body for unincorporated Ten Mile Basin | Council recommends appointment of one resident to County Commissioners (Council Member also appointed) | Three years | Donna Skupien | | Monthly |
| Frisco Planning Commission | Reviews development applications; oversees Master Plan revision; reviews development and construction plans affecting historic structures | Council appoints all 7 members, who must be Frisco residents | Four years | Donna Skupien Andrew Stabil Steve Wahl Jason Lederer Kelsey Withrow | 2018 2018 2018 2020 2020 | 1 st and 3 rd Thursdays of each month |
| Business Ad-Hoc Advisory Committee | Review the Town's business related ordinances and policies, and evaluate business-to-business needs, and provide recommendations to Town Manager and Town Council | Council appoints up to 9 diverse members from the community | As needed | FORMERLY: Betty Naftz Chris Eby Scott Pohlman Christy Campton Charles Eazor Tracy Powell Stewart Voutour Tony Pestello Andy Bradford Dan Fallon Deborah Shaner Woody Van Gundy Bobby Kato | | Committee to determine |



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BONNIE MOINET, FINANCE DIRECTOR
RE: RESIDENTIAL HOUSING RESTRICTIVE COVENANTS AND LIENS – COYOTE VILLAGE TOWNHOMES
DATE: MAY 22, 2018

Summary: At Council's direction, the Town entered into a purchase agreement on March 13, 2018 to purchase four (4) townhomes at Coyote Village Townhomes on Lots 1, 3, 4 and 7, Bills Ranch, with the intent to resell the units as deed restricted properties. Two (2) of the units were purchased from the Capital Improvement Fund for resale to Town employees and two (2) were purchased from the SCHA 5A fund for resale to the Frisco community workforce who are employed in the Town of Frisco or within the Ten Mile Basin.

Background and Analysis: The Town closed on this purchase on May 10, 2018. In order for the Town to resell the units as deed restricted properties, it is necessary to approve and record restrictive covenants. Since there are differing eligibility requirements for the units available for Town employees and those available for the Frisco community workforce working within the Town of Frisco or the Ten Mile Basin, there are two restrictive covenants. The details of those covenants are as follows:

Units for resale to Town of Frisco Employees:

1. Sale price - \$332,553 (100% AMI) (Section 6.1)
2. Must be employed by the Town of Frisco (Definition 1.1.C. "Employee")
3. No income cap but limit of \$250,000 on assets (exclusive of retirement accounts) (Section 1.1.B. "Eligible Household" and Section 1.1.O. "Retirement Account")
4. Cannot own any other developed residential property or land (Section 7.4)
5. No short term rentals allowed (Section 7.2)
6. Maximum resale price – purchase price plus 2% of purchase price per year (Section 8.3)
7. Employee termination – must sell property within 6 months of termination date (Section 7.3.B.)
8. Town has right and option to purchase property in all cases, i.e. voluntary transfer, involuntary transfer, violation of covenants, foreclosure, etc. (Sections 7.3.b; 8.2; 8.5.C.; 9.3.B.)

Units for resale to Frisco community workforce:

1. Sale price - \$332,553 (100% AMI) (Section 6.1)
2. Income cap of 140% AMI per household (Section 1.1.C.)
3. Cannot own any other developed residential property or land (Section 7.4)
4. No short term rentals allowed (Section 7.2)
5. Maximum resale price – purchase price plus 2% of purchase price per year (Section 8.3)

6. Town has right and option to purchase property in all cases, i.e. voluntary transfer, involuntary transfer, violation of covenants, foreclosure, etc. (Sections 7.3.b; 8.2; 8.5.C.; 9.3.B.

The two units designated for Town employees will be sold to them directly from the Town, with preference given to employees with 5 or more years of employment with the Town. Interested employees have been provided with information regarding the units, including applications, deed restrictions, etc. and staff will be showing the units to employees the week of May 21. Applications to purchase must be submitted to the Finance Department by May 29.

Sales of all of these units require Council approval through ordinances. We anticipate sales to employees will be completed by mid-July. SCHA will sell the other two units through their organization and anticipate a similar time schedule for these units.

Staff Recommendation: Staff recommends Council approve the two Residential Housing Restrictive Covenants and Liens for the four (4) townhomes the Town now owns in the Coyote Village Townhomes, Lots 1, 3, 4 and 7, Bills Ranch.

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNITS ___ AND ___, OF COYOTE VILLAGE TOWNHOMES, BLOCK 2,
BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET
TOWN OF FRISCO,
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Units ___ and ___, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado, (this "Restriction,") is made this 22nd day of May, 2018, by the Town of Frisco, a Colorado municipal corporation (hereinafter referred to as "Town").

RECITALS:

WHEREAS, Town is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Units ___ and ___, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. _____ (hereinafter referred to as the "Property"); and

WHEREAS, the Town intends to create a valid and enforceable covenant running with the Property, which Property will be owned and occupied by individuals who are Employees of the Town of Frisco, subject to the allowances and limited exceptions provided for herein; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons working for the Town of Frisco in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, and the Town.

ARTICLE I
DEFINITIONS

1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. A "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Employee. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

B. "Eligible Household" means a household with assets not exceeding \$250,000 (excluding Retirement Accounts), which includes at least one Employee, and that has been approved by the Town so as to allow for the execution by the Town of the form of approval set forth in Section 5.3 of this Restriction. A household's assets for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy.

C. "Employee" means an individual working year round, full-time for the Town of Frisco.

D. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

E. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Town, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

H. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

I. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

- J. "Owner" means the record owner of the fee simple title to the Property.
- K. "Permitted Improvements" means such additions and/or improvements as are allowed and may be approved by the SCHA or the Town.
- L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.
- M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.
- N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both an Employee and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below.
- O. "Retirement Account" shall mean a savings plan that offers tax advantages to an individual depositor to set aside money for retirement.
- P. "SCHA" means the Summit Combined Housing Authority.
- Q. "Town" means the Town of Frisco, State of Colorado.
- R. "Transfer" or "transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

ARTICLE II
PURPOSE

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Eligible Households, which Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the Town of Frisco and employees working for the Town of Frisco.

ARTICLE III
RESTRICTION AND AGREEMENT BINDS THE PROPERTY

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the Town, the SCHA and their respective successors and assigns, and this Restriction shall bind the Town and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

ARTICLE IV
NATURAL PERSONS

Other than use by the SCHA or the Town, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of an Eligible Household.

ARTICLE V
OWNERSHIP RESTRICTIONS

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. hereof, ownership of the Property is hereby limited exclusively to an individual that is an Employee and a member of an Eligible Household (and his/her spouse).

B. The Town, or, upon the written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion, a non-qualifying natural person or entity may purchase the Property; provided, however, that by taking title to the Property, such Owner, other than the Town, shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner, other than the Town, who does not qualify as an Eligible Household shall rent the Property to an Eligible Household as more fully set forth in Section 7.1 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Units ___ and ___, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town , to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Units ___ and ___ of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin, Frisco, Colorado, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the ____ day of _____, 20__, at Reception No. _____."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

ARTICLE VI
ORIGINAL SALE OF THE PROPERTY

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, the Property shall be sold to an initial purchaser (and his/her spouse) who is an Employee and a member of an Eligible Household at a Purchase Price of \$332,553.

ARTICLE VII
USE RESTRICTIONS

7.1. Occupancy. Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as an Employee and a member of an Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA or the Town of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHA or the Town, which approval may be conditioned, in the SCHA's or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to an Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHA or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sales.

A. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, as determined by the SCHA or the Town, the Property shall be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2 above.

B. In the event an Owner's status as a full time, year-round employee for the Town of Frisco ceases, the Property shall, within six (6) months after termination of employment, be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2. above.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property or land, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property or land" as that term is used in this Article.

ARTICLE VIII
RESALE OF THE PROPERTY

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Town except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the Town and SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Town shall have and is hereby granted the right and option to purchase the Property. The Town shall have thirty (30) days from the date of Owner's notice of intention to transfer the Property in which to notify the Owner in writing of the Town's intent to purchase the Property and further shall have forty-five (45) days from the date of Town's notice of intent to purchase the Property to close on the purchase of the Property. Should the

Town choose not to exercise this right and option to purchase, the Property may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHA for a commission equal to 2.0% of the sales price. The Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than an Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHA or the Town in such as manner as will allow the SCHA or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII.

8.3. Maximum Resale Price.

A. The Maximum Resale Price of a Property shall be equal to the sum of:

- (1) the Purchase Price paid by the Owner for the Property;
- (2) plus an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;
- (3) plus the amount of any commission payable to the SCHA.

B. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

C. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in individuals and/or entities who are not a Qualified Buyer (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of thirty (30) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to an Eligible Household in accordance with the requirements and limitations of this Restriction.

ARTICLE IX
FORECLOSURE

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a

public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

B. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lienor under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as

Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

ARTICLE X **ENFORCEMENT**

10.1 Enforcement of This Restriction. The Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHA or the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHA or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHA or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHA or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHA or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHA or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Restriction, SCHA or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHA or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

ARTICLE XI **GENERAL PROVISIONS**

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, the SCHA and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHA shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities

described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHA, the Town, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town, its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA, the Town and the Owner. Except as otherwise

specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To the Town:

Town of Frisco
Attn: Town Manager
P.O. Box 4100
Frisco, CO 80443

To the Summit Combined Housing Authority:

Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Property.

11.17 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town "approval" shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Town herein, has set its hand unto this Restriction this 22nd day of May, 2018

TOWN OF FRISCO, a Colorado municipal corporation

By:

Name:
Gary Wilkinson

Title:
Mayor

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the 22nd day of May, 2018, by Gary Wilkinson as Mayor of the Town of Frisco, a Colorado Municipal Corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF
LIEN FOR UNIT __, OF _____,**

**_____ ,
SUMMIT COUNTY, COLORADO**

WHEREAS, _____[Buyer Name]_____, the
“Buyer” is purchasing from _____[Seller Name]_____,
the “Seller,” at a price of \$_____[purchase price amount]_____, real property
described _____ as: _____[Legal
Description]_____, according to the plat recorded under
Reception No. _____, in the real property records of the County
of Summit, Colorado (the “Property”); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and
restrictions found in that certain instrument entitled “Residential Housing Restrictive
Covenant and Notice of Lien for Unit ____, of _____,
Town/County, Colorado”, recorded on _____, 20__, under Reception No.
_____, in the real property records of the County of Summit, Colorado (the
“Restrictive Covenant”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive
Covenant, has had the opportunity to consult with legal and financial counsel concerning
the Restrictive Covenant and fully understands the terms, conditions, provisions, and
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

3. Directs that this Notice be placed of record in the real estate records of the
County of Summit, Colorado and a copy provided to the Summit County Housing
Authority and the Town of Frisco (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Print Name(s): _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Witness my hand and official seal.

My commission expires:_____

Notary Public

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNITS ___ AND ___, OF COYOTE VILLAGE TOWNHOMES, BLOCK 2,
BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET
TOWN OF FRISCO,
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Units ___ and ___, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado, (this "Restriction,") is made this 22nd day of May, 2018, by the Town of Frisco, a Colorado municipal corporation (hereinafter referred to as "Town").

RECITALS:

WHEREAS, Town is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Units ___ and ___, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. _____ (hereinafter referred to as the "Property"); and

WHEREAS, the Town intends to create a valid and enforceable covenant running with the Property such that the Property will be used solely by individuals who are both Residents and Eligible Households (as such terms are hereinafter defined), subject to the allowances and limited exceptions provided for herein; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons residing and working in the Town of Frisco or within the Ten Mile Basin in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, and the Town.

ARTICLE I
DEFINITIONS

1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. "Area Median Income" or "AMI" means the median annual income for Summit County, Colorado, (or such next larger statistical area calculated by HUD that includes Summit County, Colorado, if HUD does not calculate the area median income for Summit County, Colorado, on a distinct basis from other areas), as adjusted for household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the Town or SCHA in its reasonable discretion). If current AMI data pertaining to the date of sale of the Property is not yet available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.

B. "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Resident. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

C. "Eligible Household" means a household earning not more than one hundred forty percent (140%) of the AMI and that has been approved by either the SCHA or the Town so as to allow for the execution by the SCHA or Town of the form of approval set forth in Section 5.3 of this Restriction. A household's income for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy. For purposes of the determination of the number of people that constitute a household under this definition, any Resident or Dependent spouse of a Resident who is pregnant at the time of the determination of whether a household meets the income limitation provided in this definition shall be deemed to be two (2) people.

D. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

E. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit, but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Town, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

H. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

I. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

J. "Owner" means the record owner of the fee simple title to the Property.

K. "Permitted Improvements" means such additions and/or improvements as are allowed and may be approved by the SCHA or the Town.

L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.

M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.

N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both a Resident and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below .

O. "Resident" means a person and his or her Dependents, if any, who (i) at the time of purchase of a Unit and all times during ownership or occupancy of the Property, earns his or her living from a business operating in the Town of Frisco or within the Ten Mile Basin, by working at such business an average of at least 30 hours per week on an annual basis, or (ii) is a person who is approved, in writing, by SCHA or the Town/County which approval shall be based upon criteria including, but not limited to, total income, percent of income earned within the Town of Frisco or within the Ten Mile Basin, place of voter registration, place of automobile registration, and driver's license address and other qualifications established by the SCHA or the Town from time to time. (Compliance with each of these criteria is not necessary; in certifying Residents, the SCHA or the Town shall consider the criteria cumulatively as they relate to the intent and purpose of this Restriction). A person over 65 years of age shall remain a Resident

regardless of his or her working status, so long as he or she has owned and occupied the Property, or other real property within Summit County that is deed restricted for affordability, for a time period of not less than seven (7) years. The term “business” as used in this Article I, Subsection O, and Section 5.1.B. shall mean an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, religious, governmental and other similar institutions.

P. “Resident Eligible Household” shall mean an Eligible Household that includes at least one Resident.

Q. "SCHA" means the Summit Combined Housing Authority.

R. "Town" means the Town of Frisco, State of Colorado.

S. “Transfer” or “transferred” means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee’s sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

ARTICLE II **PURPOSE**

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Resident Eligible Households, which Resident Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the locally employed residents of the Town of Frisco or within the Ten Mile Basin.

ARTICLE III **RESTRICTION AND AGREEMENT BINDS THE PROPERTY**

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the Town, the SCHA and their respective successors and assigns, this Restriction shall bind Town and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

ARTICLE IV
NATURAL PERSONS

Other than use by the SCHA or the Town, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of Resident and Eligible Household.

ARTICLE V
OWNERSHIP RESTRICTIONS

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. hereof, ownership of the Property is hereby limited exclusively to Eligible Households that include at least one Resident.

B. Upon the written consent of SCHA or Town, which consent may be recorded, a non-qualifying natural person or entity that owns and/or operates a business located in the Town of Frisco or within the Ten Mile Basin may purchase the Property; provided, however, that by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not qualify as a Resident Eligible Household shall rent the Property to a Resident Eligible Household as more fully set forth in Sections 7.1 and 7.2 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Units ____ and ____, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town , to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined

Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Units ___ and ___ of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the _____ day of _____, 20__, at Reception No. _____."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

ARTICLE VI
ORIGINAL SALE OF THE PROPERTY

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, the Property shall be sold to initial purchasers who qualify as a Resident and an Eligible Household at a Purchase Price of \$332,553.

ARTICLE VII
USE RESTRICTIONS

7.1. Occupancy. Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as a Resident and Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA or the Town of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHA or the Town, which approval may be conditioned, in the SCHA's or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to a Resident Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHA or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sale Upon Change in Residence. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, as determined by the SCHA or the Town, the Property shall be offered for sale pursuant to the provision of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2 above.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property or land, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property or land" as that term is used in this Article.

ARTICLE VIII
RESALE OF THE PROPERTY

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Town except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the Town and SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Town shall have and is hereby granted the right and option to purchase the Property. The Town shall have thirty (30) days from the date of Owner's notice of intention to transfer the Property in which to notify the Owner in writing of the Town's intent to purchase the Property and further shall have forty-five (45) days from the date of Town's notice of intent to purchase the Property to close on the purchase of the property. Should the Town choose not to exercise this right and option to purchase, the Property may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHA for a commission equal to 2.0% of the sales price. The Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than a Resident Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHA or the Town in such as manner as will allow the SCHA or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such qualified Resident Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII.

8.3. Maximum Resale Price.

A. The Maximum Resale Price of a Property shall be equal to the sum of:

- (1) the Purchase Price paid by the Owner for the Property;
- (2) plus an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;
- (3) plus the amount of any commission payable to the SCHA.

B. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

C. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in

individuals and/or entities who are not a Qualified Buyer (hereinafter “Non-Qualified Transferee(s)”) by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of thirty (30) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within forty-five (45) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to a Resident Eligible Household in accordance with the requirements and limitations of this Restriction.

ARTICLE IX **FORECLOSURE**

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

B. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the

County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lien or under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First

Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

ARTICLE X **ENFORCEMENT**

10.1 Enforcement of This Restriction. The Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement

shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHA or the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHA or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHA or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHA or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHA or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHA or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Restriction, SCHA or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHA or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

ARTICLE XI
GENERAL PROVISIONS

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, the SCHA and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHA shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHA, the Town, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the SCHA and the Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA, the Town and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices,

consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To the Town:

Town of Frisco
Attn: Town Manager
P.O. Box 4100
Frisco, CO 80443

To the Summit Combined Housing Authority:

Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Property.

11.17 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town "approval" shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Town herein, has set its hand unto this Restriction this 22nd day of May, 2018.

TOWN OF FRISCO, a Colorado municipal corporation

By:

Name:

Gary Wilkinson

Title:

Mayor

STATE OF COLORADO)

) ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the 22nd day of May, 2018, by Gary Wilkinson, as Mayor of the Town of Frisco, a Colorado municipal corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF
LIEN FOR UNIT __, OF _____,**

**_____ ,
SUMMIT COUNTY, COLORADO**

WHEREAS, _____[Buyer Name]_____, the
“Buyer” is purchasing from _____[Seller Name]_____,
the “Seller,” at a price of \$_____[purchase price amount]_____, real property
described _____ as: _____[Legal
Description]_____, according to the plat recorded under
Reception No. _____, in the real property records of the County
of Summit, Colorado (the “Property”); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and
restrictions found in that certain instrument entitled “Residential Housing Restrictive
Covenant and Notice of Lien for Unit ____, of _____,
Town/County, Colorado”, recorded on _____, 20__, under Reception No.
_____, in the real property records of the County of Summit, Colorado (the
“Restrictive Covenant”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive
Covenant, has had the opportunity to consult with legal and financial counsel concerning
the Restrictive Covenant and fully understands the terms, conditions, provisions, and
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

3. Directs that this Notice be placed of record in the real estate records of the
County of Summit, Colorado and a copy provided to the Summit County Housing
Authority and the Town of Frisco (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Print Name(s): _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public



TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER / DIRECTOR, RECREATION AND CULTURAL DEPARTMENT
RE: FIRST AMENDMENT TO FRISCO MARINA CONCESSIONAIRE AGREEMENT AND LICENSE FOR FRISCO ROWING CENTER AT LAKE DILLON
DATE: MAY 22, 2018

Summary Statement: This First Amendment to the Frisco Marina Concessionaire Agreement and License will allow Frisco Rowing Center at Lake Dillon to continue renting sculls and providing rowing instruction to the public at Frisco Bay Marina. Frisco Rowing Center will pay the Town a flat fee of \$2,500 per operating season, as well as a fee for slip usage, storage space, and for all work orders, labor, parts and supplies. This first amendment makes the following changes to the agreement:

- Terms of the agreement extend for two additional years
- Use changes from 36 storage racks to 44 storage racks. No change in the flat rate due to the displacement of the Rowing Center this season. The Center is being moved due to the construction of the new marina office building.
- Commercial general liability insurance changes from one million (\$1,000,000) dollars aggregate to two million dollars (\$2,000,000) aggregate, per CIRSA's recommendation.

Background: This is the ninth year of operations for Frisco Rowing Center at the Marina. Frisco Rowing Center provides all equipment and certified instructors for the business. Frisco Rowing Center provides a direct phone number for their business and does their own marketing. The Town of Frisco Marketing and Communications Department assists them with marketing as appropriate.

Staff Analysis: Staff feels that offering rowing activities to the general public through a concessionaire agreement and license is a prudent and economical way to offer a desired amenity. Frisco Rowing Center has operated a very successful business in the past few years and introduced rowing to many visitors and citizens. Staff believes a two year contract with this concessionaire is practical; the concessionaire may request renewal after that term has expired and any renewal will be brought before Council for approval.

Staff Recommendation: Staff recommends that Council approve the First Amendment to the Frisco Marina Concessionaire Agreement and License between the Town of Frisco and Frisco Rowing Center at Lake Dillon for a term of two years.

FIRST AMENDMENT TO FRISCO MARINA CONCESSIONAIRE AGREEMENT AND LICENSE

THIS FIRST AMENDMENT TO FRISCO MARINA CONCESSIONAIRE AGREEMENT AND LICENSE (this "First Amendment"), is made and entered into as of this 22nd day of May, 2018, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation ("Frisco") and the Frisco Rowing Center at Lake Dillon, a Colorado 501(c)3 Corporation d/b/a Frisco Rowing Center ("Concessionaire")

WHEREAS, Frisco and Concessionaire entered into that certain Frisco Marina Concessionaire Agreement and License dated May 24, 2016; and

WHEREAS, Frisco and Concessionaire desire to amend the terms of the Agreement as set forth in this First Amendment;

NOW THEREFORE, in consideration of the foregoing and of the following mutual covenants and conditions Frisco and Concessionaire agree that this First Amendment shall amend the Agreement as follows:

1. That section 4 of the Agreement is hereby amended so as to read in its entirety as follows:

4. Term, Possession and Interest. The term of this Agreement (the "Term of this Agreement") shall be from the beginning of the Dillon Reservoir's Summer of 2018 boating and water recreation season to the end of the Dillon Reservoir's Summer of 2019 boating and water recreation season, with such seasons generally beginning on June 1 of each year and ending on October 31 of each year. The term of this Agreement may be renewed upon approval of the Frisco Town Council in its sole and absolute discretion.

This Agreement merely grants to the Concessionaire the personal privilege to use the property in strict accordance with the terms of this Agreement. This Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the concessionaire. Concessionaire shall expend any time, money or labor upon the property at Concessionaire's own risk and peril.

2. That section 5(b)(i)(ii) of the Agreement is hereby amended so as to read in its entirety as follows:

5. Payments by Concessionaire.

- (b) Operating Fees.

- (i) Concessionaire shall pay a flat fee of \$2,500 per operating season for use of designated Marina space and the use of 44 storage racks. Concessionaire shall also pay the normal slip rate, the normal summer shed storage rate, and the normal winter boat storage rate. Frisco hereby waives the winter shed storage rate and the winter storage container rate. The winter storage container must be removed from the designated Marina space by May 15th each year, and may not be on site before October 15th each year. Concessionaire shall also pay normal

rates for all work orders, labor, parts and supplies. Concessionaire agrees to pay DRReC directly all sums due and owing from time to time pursuant to any permit that may be issued by DRReC to Concessionaire.

(ii) On or before the thirty-first (31st) day of October 2018 and 2019, Concessionaire shall pay to Frisco the Operating Fee that accrued during the immediately previous operating season. Non-payment of the Operating Fee shall constitute a material breach of this Agreement for which Frisco may terminate this Agreement pursuant to Section 8 herein.

3. That section 6(h)(i) of the Agreement is hereby amended so as to read in its entirety as follows:

(h) *Insurance.* During the Term of this Agreement, Concessionaire shall procure and maintain, at its own expense, the following policy or policies of insurance.

(i) Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy shall name Frisco, its employees and agents as additional insureds and shall include severability of interests, waiver of subrogation and cross-liability endorsement provisions.

4. Except as otherwise provided in this First Amendment, all capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.

5. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TOWN OF FRISCO, a Colorado municipality

CONCESSIONAIRE:
Frisco Rowing Center

By _____
Gary Wilkinson, Mayor

By _____
Joanne Stolen, President

Attest:

Deborah Wohlmuth, Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: NEW RETAIL 3.2% BEER ON/OFF PREMISE LICENSE – SHELBEES GAS & CONVENIENCE LLC DBA FRISCO CONOCO
DATE: MAY 22, 2018

Background: As prescribed in State Statute, all new liquor license applications must be first submitted to the local licensing authority for approval. Supporting documentation as outlined on State form DR 8404 must accompany the application to begin the hearing process requirements. The preliminary findings have been included in this report to support proof of a completed application.

Analysis: This application is for a new retail 3.2% Beer On/Off Premise license for Shelbees Gas & Convenience LLC dba Frisco Conoco located at 940 North Ten Mile Drive. Applicant Daniel Eilts has filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on May 11, 2018 pursuant to statutory requirements. The Police Department has performed the necessary fingerprinting and background checks for Mr. Eilts and has found them to be satisfactory. Criminal history reports of the Colorado Bureau of Investigation and Federal Bureau of Investigation are pending.

Staff Recommendation: On that basis, it is my

RECOMMENDATION

that the Council make a motion approving the issuance of a new retail 3.2% Beer On/Off Premise license for Shelbees Gas & Convenience LLC dba Frisco Conoco located at 940 North Ten Mile Drive, on the basis of the following findings: that the Authority (1) has reviewed the neighborhood under consideration and finds it to be the Town of Frisco as a whole; (2) has considered the desires of the inhabitants of the neighborhood and finds that the inhabitants desire an additional establishment that serves liquor; (3) has reviewed the needs of the neighborhood for the outlet and finds that the needs of the neighborhood are not met by the existing outlets; (4) has reviewed the location of the proposed establishment and finds that it is not located within 250 feet of any school or college campus; (5) has reviewed the qualifications of the applicant and, pursuant to the requirements of the Frisco Code and Colorado Statutes, find the applicant to be qualified to obtain a retail 3.2% Beer On/Off Premise license for Shelbees Gas & Convenience LLC dba Frisco Conoco.



TO: MAYOR AND TOWN COUNCIL
FROM: THAD W. RENAUD, TOWN ATTORNEY
RE: ORDINANCE AMENDING CODE REGARDING ZONING OF VACATED RIGHT-OF-WAYS
DATE: MAY 22, 2018

Summary Statement:

Attached, for your consideration on first reading, please find a draft ordinance that would amend the Town Code concerning the vacation of public right-of-ways such that a vacated right-of-way area would expressly take on the zoning classification of the land to which it attaches and to which the code requires that it be platted.

Background:

Under state statute, and by the reference to that statute contained in the Town Code, title to a vacated area of right-of-way is to vest in the owner of the land immediately adjacent to the vacated area. As noted above, the Town Code (at Section 142-14) requires that an owner of such adjacent property take all steps necessary to include the vacated area within the plat of the adjacent land (e.g. to replat it to become part of the adjacent platted lot). In this situation, Town staff members have reasonably interpreted the code such that the vacated area takes on the zoning classification of the lot of which it becomes a part.

Analysis:

This Code amendment would remove any ambiguity on the question of whether areas of right-of-way that are to be attached to adjacent property take on the zoning classification of that property. This Code amendment would not prevent the Town Council, in considering and approving future vacation requests, from placing conditions on the vacation (and on the vacated area) to obtain public benefits, such as has been done in the past in situations including the Teller Street right-of-way vacation, the Teller Street alley vacation, and the 8th Avenue right-of-way vacation.

Recommendation:

On that basis, it is my

RECOMMENDATION:

that the Town Council adopt on first reading Ordinance No. 18-04, an Ordinance Amending Chapter 142 of the Code of Ordinances of the Town of Frisco, concerning the vacation of public property, to adopt new regulations concerning the zoning of vacated roadways.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 18 – 04**

AN ORDINANCE AMENDING CHAPTER 142 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE VACATION OF PUBLIC PROPERTY, TO ADOPT NEW REGULATIONS CONCERNING THE ZONING OF VACATED ROADWAYS

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 the Town’s authority under Colorado Revised Statutes Section 31-23-301; and

WHEREAS, the Town Council finds that to avoid split lot zoning, upon the vacation of all or part of a public right-of-way, and the connection of the vacated area to any adjacent parcel of land, the vacated area should, automatically and without any further action on the part of the Town, be designated under the same zoning classification as the land to which the area is attached.

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

Section 1. Section 142-13 of the Code of Ordinances of the Town of Frisco (the “Code”), concerning t, is hereby amended to read as follows:

§ 142-13 Vesting of Title and Zoning Upon Vacation.

Any ordinance effecting a vacation under this article shall state to whom title to the vacated land shall vest upon vacation. Title to the lands included within a roadway or so much thereof as may be vacated shall vest in accordance with the provisions of C.R.S. § 43-2-302 or its successor statute. Whenever any roadway shall be vacated, such roadway or portion thereof shall automatically be classified in the same zoning district as the property to which it attaches without further action on the part of the Town.

Section 2. 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 22nd DAY OF MAY, 2018.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk