TOWN OF TIMNATH
TOWN COUNCIL
Tuesday, April 24, 2018
IMMEDIATELY FOLLOWING THE TIMNATH LIQUOR BOARD MEETING, at 6:00 p.m.
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL
   Mayor             Jill Grossman-Belisle
   Mayor Pro Tem    Bryan Voronin
   Councilmember    Bill Neal
   Councilmember    Aaron Pearson
   Councilmember    Paul Steinway

2. AMENDMENTS TO THE AGENDA: Note: The Council may add to this agenda, any item for discussion or action.

3. PUBLIC COMMENT: Note: It is requested that public comments be limited to three minutes. When several people wish to
   speak with the same position, they are requested to select a spokesperson to state that position.

4. CONSENT AGENDA
   a. Approval of the April 10, 2018, Town Council Meeting Minutes
   b. Approval of the Check Register

5. REPORTS
   a. Mayor and Council
   b. Staff

6. BUSINESS
   a. RECOGNITION OF BRYAN VORONIN
   b. SWEAR IN NEW COUNCILMEMBERS
   c. ELECT MAYOR PRO TEM
   d. ACKNOWLEDGEMENT OF COUNCILMEMBER PAUL STEINWAY RESIGNATION
   e. DISCUSSION/POSSIBLE ACTION: Results of the 2018 Resident Survey
   f. RESOLUTION NO. 30, SERIES 2018, PUBLIC HEARING, A Resolution Approving the Colorado
      Department of Transportation Memorandum of Agreement and Warranty Deed
      Presented by Robert Rogers, Contracted Town Attorney
   g. RESOLUTION NO. 32, SERIES 2018, A Resolution Appointing Alternate Don Nohavec to Planning
      Commissioner
      Presented by Matt Blakely, Contracted Community Development Director
   h. RESOLUTION NO. 33, SERIES 2018, PUBLIC HEARING, A Resolution Approving the 4025 Kern
      Street Minor Subdivision
      Presented by Matt Blakely, Contracted Community Development Director
3. RESOLUTION NO. 34, SERIES 2018, A Resolution Approving the Rendezvous Subdivision Preliminary Plat, Generally Located South and Adjacent to Harmony Road, and West of and Adjacent to Three Bell Parkway
   Presented by Matt Blakely, Contracted Community Development Director

j. RESOLUTION NO. 35, SERIES 2018, A Resolution Approving A Standard Form of Agreement Between the Town of Timnath And Brinkman Construction, Inc. And Approval of Town Council Authorization for Expenditures-Town Center
   Presented by April Getchius, Town Manager and Robert Rogers, Contracted Town Attorney

k. RESOLUTION NO. 36, SERIES 2018, A Resolution Expressing the Intent of the Town Council To Be Reimbursed For Certain Expenses Related to the Financing of the Town Center Building
   Presented by Robert Rogers, Contracted Town Attorney

l. RESOLUTION NO. 37, SERIES 2018, A Resolution Approving a Town Council Purchase Authorization – Police Officer
   Presented by April Getchius, Town Manager

m. RESOLUTION NO. 38, SERIES 2018, A Resolution Approving the Agreement with Connell Resources, Inc. for the Timnath Reservoir Repairs, Drainage Improvements and Import to the Town Center Site
   Presented by Brian Williamson, Contracted Town Planner

7. ADJOURNMENT
Town of Timnath
Regular Meeting Minutes
Tuesday, April 10, 2018
IMMEDIATELY FOLLOWED THE TIMNATH LIQUOR BOARD MEETING, at 6:00 p.m.
Meeting was held at Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, April 10, 2018, at 6:12 p.m.

Present:
   a. Mayor Jill Grossman-Belisle
   b. Mayor Pro Tem Bryan Voronin
   c. Councilmember Bill Neal
   d. Councilmember Aaron Pearson

Absent:
   a. Councilmember Paul Steinway

Also Present:
   a. April Getchius, Town Manager
   b. Robert Rogers, Contracted Town Attorney
   c. Don Taranto, Contracted Town Engineer
   d. Matt Blakely, Contracted Community Development Director
   e. Brian Williamson, Contracted Town Planner
   f. Phil Goldstein, Timnath Resident
   g. Rick Collins, Timnath Resident

2. AMENDMENTS TO THE AGENDA:
   a. NONE

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:
   a. NONE

4. CONSENT AGENDA:
   a. Approval of the March 27, 2018, Town Council Meeting Minutes
   b. Approval of the Check Register
Counclimember Pearson moved to approve the consent agenda. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

5. REPORTS:
a. Mayor/Council
   i. April 21st Beautification Day
   ii. April 29th Safety Fair
   iii. Fort Collins/Loveland rate increase letter of disapproval
   iv. Verizon coverage is decreasing

6. BUSINESS:
   a. RESOLUTION NO. 30, SERIES 2018, Resolution Approving the Colorado Department of Transportation Memorandum of Agreement and Warranty Deed
      Staff Comments:
      • Mr. Rogers spoke to Council about the proposed resolution. He also spoke about the need for a public hearing and asked that Council set a hearing for April 24th.
      Councilmember Neal moved to Approve RESOLUTION NO. 30, SERIES 2018, Resolution Approving the Colorado Department of Transportation Memorandum of Agreement and Warranty Deed and setting a public hearing on April 24, 2017, at 6:00 p.m. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

   b. RESOLUTION NO. 31, SERIES 2018, Resolution Approving Contractor Agreement with APEX Pavement Solutions for the Roadway Patching and Overlay
      Staff Comments:
      • Mr. Taranto spoke to Council about the proposed resolution. He also spoke about the portion covered and repaired by the County.
      Councilmember Pearson moved to approve RESOLUTION NO. 31, SERIES 2018, Resolution Approving Contractor Agreement with APEX Pavement Solutions for the Roadway Patching and Overlay. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 6:28 p.m.

Town Council approved the April 10, 2018, Town Council Meeting Minutes on April 24, 2018.

_____________________________________
Jill Grossman-Belisle, Mayor

TOWN OF TIMNATH

_____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Milissa Peters, CMC
Town Clerk
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAA AUTO PARTS, INC</td>
<td>084659</td>
<td>084659</td>
<td>15W40 Diesel additive</td>
<td>04/30/2018</td>
<td>143.06</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>alm2s</td>
<td>6670</td>
<td>6670</td>
<td>New Town Hall Building</td>
<td>03/31/2018</td>
<td>12,224.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alpine Gardens</td>
<td>RIVERBEND RETAINAGE</td>
<td>887</td>
<td>Alpine Gardens RIVERBEND R</td>
<td>03/31/2018</td>
<td>6,111.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Riverbend Landscape Improveme</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alsco</td>
<td>LLAR1274248</td>
<td>272</td>
<td>LLAR1274248 2018 Mat Service</td>
<td>04/30/2018</td>
<td>52.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRIAN'S ELECTRIC COMPANY</td>
<td>887</td>
<td>275</td>
<td>BRIAN'S ELECTRIC COMPANY Replace lights</td>
<td>04/30/2018</td>
<td>440.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brownstein Hyatt Farber Schreck</td>
<td>715816</td>
<td>728</td>
<td>Brownstein Hyatt Farber Schreck 2018 Special Counsel - Annexatio</td>
<td>03/31/2018</td>
<td>1,827.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTURY LINK</td>
<td>APRIL 2018</td>
<td>39</td>
<td>CENTURY LINK April 2017 T1 Line</td>
<td>04/30/2018</td>
<td>303.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coloradoan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>3047999</td>
<td>3047999</td>
<td>Election Notice</td>
<td>03/31/2018</td>
<td>51.49</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total 3047999:</td>
<td></td>
<td>51.49</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Coloradoan:</td>
<td></td>
<td>51.49</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Connecting Point</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CW121222</td>
<td>Connecting Point</td>
<td>CW121222</td>
<td>Apr 2018 IT Support</td>
<td>04/30/2018</td>
<td>5,371.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total CW121222:</td>
<td></td>
<td>5,371.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Connecting Point:</td>
<td></td>
<td>5,371.30</td>
<td></td>
</tr>
<tr>
<td>Coyote Ridge Construction, LLC</td>
<td>PHASE 2-PAY APP 8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>689</td>
<td>Coyote Ridge Construction, LLC</td>
<td>PHASE 2-PAY</td>
<td>Old Town Sewer Improvements P</td>
<td>03/31/2018</td>
<td>1,453.29</td>
</tr>
<tr>
<td>689</td>
<td>Coyote Ridge Construction, LLC</td>
<td>PHASE 2-PAY</td>
<td>Old Town Sewer Improvements P</td>
<td>03/31/2018</td>
<td>29,065.65</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total PHASE 2-PAY APP 8:</td>
<td></td>
<td>27,612.36</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Coyote Ridge Construction, LLC:</td>
<td></td>
<td>27,612.36</td>
<td></td>
</tr>
<tr>
<td>DBC Irrigation Supply</td>
<td>S2958166.001</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>866</td>
<td>DBC Irrigation Supply</td>
<td>S2958166.001</td>
<td>Decoders</td>
<td>04/30/2018</td>
<td>1,715.66</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total S2958166.001:</td>
<td></td>
<td>1,715.66</td>
<td></td>
</tr>
<tr>
<td>S2959356.001</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>866</td>
<td>DBC Irrigation Supply</td>
<td>S2959356.001</td>
<td>Spinkler Supplies</td>
<td>04/30/2018</td>
<td>28.68</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total S2959356.001:</td>
<td></td>
<td>28.68</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total DBC Irrigation Supply:</td>
<td></td>
<td>1,744.34</td>
<td></td>
</tr>
<tr>
<td>Distinctive Welding Inc</td>
<td>15133</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>992</td>
<td>Distinctive Welding Inc</td>
<td>15133</td>
<td>Connection between boat docks</td>
<td>04/30/2018</td>
<td>3,272.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total 15133:</td>
<td></td>
<td>3,272.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Distinctive Welding Inc:</td>
<td></td>
<td>3,272.60</td>
<td></td>
</tr>
<tr>
<td>ELDORADO Artesian Springs, Inc</td>
<td>22215009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>867</td>
<td>ELDORADO Artesian Springs, Inc</td>
<td>22215009</td>
<td>Water Cooler</td>
<td>04/30/2018</td>
<td>31.78</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total 22215009:</td>
<td></td>
<td>31.78</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total ELDORADO Artesian Springs, Inc:</td>
<td></td>
<td>31.78</td>
<td></td>
</tr>
<tr>
<td>Ford Motor Credit Company LLC</td>
<td>1510532</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>869</td>
<td>Ford Motor Credit Company LLC</td>
<td>1510532</td>
<td>Lease of new police vehicle</td>
<td>04/30/2018</td>
<td>11,333.47</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------</td>
<td>----------------</td>
<td>----------------------------------</td>
<td>----------------</td>
<td>--------------------</td>
</tr>
<tr>
<td></td>
<td>Total 1510532:</td>
<td></td>
<td></td>
<td></td>
<td>11,333.47</td>
</tr>
<tr>
<td></td>
<td>Total Ford Motor Credit Company LLC:</td>
<td></td>
<td></td>
<td></td>
<td>11,333.47</td>
</tr>
<tr>
<td></td>
<td>Front Range Pest Control</td>
<td>28616</td>
<td>2018 Pest Control-1402 Main Stre</td>
<td>04/30/2018</td>
<td>160.00</td>
</tr>
<tr>
<td></td>
<td>Total 28616:</td>
<td></td>
<td></td>
<td></td>
<td>160.00</td>
</tr>
<tr>
<td></td>
<td>Front Range Pest Control</td>
<td>28617</td>
<td>2018 Pest Control-Admin Building</td>
<td>04/30/2018</td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td>Total 28617:</td>
<td></td>
<td></td>
<td></td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td>Front Range Pest Control</td>
<td>28640</td>
<td>2018 Pest Control-WildWing Hous</td>
<td>04/30/2018</td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td>Total 28640:</td>
<td></td>
<td></td>
<td></td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td>Total Front Range Pest Control:</td>
<td></td>
<td></td>
<td></td>
<td>310.00</td>
</tr>
<tr>
<td></td>
<td>Jensen Laplante Development</td>
<td>4</td>
<td>Pre Construction Services</td>
<td>02/28/2018</td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td>Total 4:</td>
<td></td>
<td></td>
<td></td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td>Jensen Laplante Development</td>
<td>5</td>
<td>Pre Construction Services</td>
<td>03/31/2018</td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td>Total 5:</td>
<td></td>
<td></td>
<td></td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td>Total Jensen Laplante Developement:</td>
<td></td>
<td></td>
<td></td>
<td>10,000.00</td>
</tr>
<tr>
<td></td>
<td>KINSCO</td>
<td>40515</td>
<td>Patch Work</td>
<td>03/31/2018</td>
<td>17.00</td>
</tr>
<tr>
<td></td>
<td>Total 40515:</td>
<td></td>
<td></td>
<td></td>
<td>17.00</td>
</tr>
<tr>
<td></td>
<td>Total KINSCO:</td>
<td></td>
<td></td>
<td></td>
<td>17.00</td>
</tr>
<tr>
<td></td>
<td>LARIMER COUNTY SALES/USE TAX</td>
<td>MARCH 2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LARIMER COUNTY SALES/USE</td>
<td>22</td>
<td>March 2018 Larimer Use Tax</td>
<td>03/31/2018</td>
<td>24,323.03</td>
</tr>
<tr>
<td></td>
<td>LARIMER COUNTY SALES/USE</td>
<td>22</td>
<td>March 2018 Larimer Use Tax Admin</td>
<td>03/31/2018</td>
<td>810.69</td>
</tr>
<tr>
<td></td>
<td>Total MARCH 2018:</td>
<td></td>
<td></td>
<td></td>
<td>23,512.34</td>
</tr>
<tr>
<td></td>
<td>Total LARIMER COUNTY SALES/USE TAX:</td>
<td></td>
<td></td>
<td></td>
<td>23,512.34</td>
</tr>
<tr>
<td></td>
<td>LARIMER COUNTY SHERIFF’S DEPT.</td>
<td>18-0313</td>
<td>2nd Qtr 2018 Sheriff</td>
<td>04/30/2018</td>
<td>11,003.23</td>
</tr>
<tr>
<td></td>
<td>LARIMER COUNTY SHERIFF’S</td>
<td>18-0313</td>
<td>2nd Qtr 2018 SRO</td>
<td>04/30/2018</td>
<td>1,325.00</td>
</tr>
<tr>
<td></td>
<td>LARIMER COUNTY SHERIFF’S</td>
<td>18-0313</td>
<td>2nd Qtr 2018 Computer</td>
<td>04/30/2018</td>
<td>3,611.00</td>
</tr>
</tbody>
</table>
## Payment Approval Report - Check Register

**Report dates:** 1/1/2018-4/30/2018  
**Report date:** 4/30/2018  
**Time:** 10:13AM

### Town of Timnath

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15,939.23</td>
</tr>
<tr>
<td>Total 18-0313:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total LARIMER COUNTY SHERIFF'S DEPT.:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15,939.23</td>
</tr>
</tbody>
</table>

**LARIMER COUNTY SOLID WASTE**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-01062545</td>
<td>558</td>
<td>Disposal of Trash</td>
<td>04/30/2018</td>
<td>66.50</td>
</tr>
</tbody>
</table>

Total 05-01062545:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LARIMER COUNTY SOLID WASTE</td>
<td>05-01062545</td>
<td></td>
<td></td>
<td>66.50</td>
</tr>
</tbody>
</table>

Total LARIMER COUNTY SOLID WASTE:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mac Equipment Inc</td>
<td>201402</td>
<td>201402</td>
<td>Oil Change Supplies</td>
<td>04/30/2018</td>
<td>24.73</td>
</tr>
</tbody>
</table>

Total 201402:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mac Equipment Inc</td>
<td>201402</td>
<td>201402</td>
<td>Oil Change Supplies</td>
<td>04/30/2018</td>
<td>24.73</td>
</tr>
</tbody>
</table>

Total Mac Equipment Inc:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARCH, OLIVE &amp; PHARRIS, LLC</td>
<td>144992</td>
<td>Mar 2018 Judge</td>
<td>03/31/2018</td>
<td>240.00</td>
<td></td>
</tr>
</tbody>
</table>

Total MARCH, OLIVE & PHARRIS, LLC:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan Garn</td>
<td>DCI CONFERENCE</td>
<td>897</td>
<td>2018 DCI Travel Reimbursement</td>
<td>04/30/2018</td>
<td>134.34</td>
</tr>
</tbody>
</table>

Total DCI CONFERENCE:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan Garn</td>
<td>DCI CONFERENCE</td>
<td>897</td>
<td>2018 DCI Travel Reimbursement</td>
<td>04/30/2018</td>
<td>134.34</td>
</tr>
</tbody>
</table>

Total Megan Garn:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MuniRevs</td>
<td>900</td>
<td>900</td>
<td>LodgingRev</td>
<td>03/31/2018</td>
<td>4,500.00</td>
</tr>
</tbody>
</table>

Total 900:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MuniRevs</td>
<td>900</td>
<td>900</td>
<td>LodgingRev</td>
<td>03/31/2018</td>
<td>4,500.00</td>
</tr>
</tbody>
</table>

Total MuniRevs:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poudre Valley REA</td>
<td>APRIL 2018</td>
<td>209</td>
<td>Apr 2018 Harmony &amp; Weitzel</td>
<td>04/30/2018</td>
<td>108.61</td>
</tr>
</tbody>
</table>

Total Poudre Valley REA:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poudre Valley REA</td>
<td>APRIL 2018</td>
<td>209</td>
<td>Apr 2018 Harmony &amp; Weitzel</td>
<td>04/30/2018</td>
<td>108.61</td>
</tr>
</tbody>
</table>

Total Poudre Valley REA:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poudre Valley REA</td>
<td>APRIL 2018</td>
<td>209</td>
<td>Apr 2018 Harmony &amp; Weitzel</td>
<td>04/30/2018</td>
<td>108.61</td>
</tr>
</tbody>
</table>

Total Poudre Valley REA:
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>209</td>
<td>Poudre Valley REA</td>
<td>APRIL 2018</td>
<td>Apr 2108 Weitzel Street Lights</td>
<td>04/30/2018</td>
<td>154.40</td>
</tr>
<tr>
<td>209</td>
<td>Poudre Valley REA</td>
<td>APRIL 2018</td>
<td>Apr 2018 4606 Single Tree</td>
<td>04/30/2018</td>
<td>67.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total APRIL 2018:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Poudre Valley REA:</td>
</tr>
<tr>
<td>RAM WASTE SYSTEMS, INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APRIL 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>344</td>
<td>RAM WASTE SYSTEMS, INC</td>
<td>APRIL 2018</td>
<td>Apr 2018 waste removal services-</td>
<td>04/30/2018</td>
<td>122.00</td>
</tr>
<tr>
<td>344</td>
<td>RAM WASTE SYSTEMS, INC</td>
<td>APRIL 2018</td>
<td>Apr 2018 waste removal services-</td>
<td>04/30/2018</td>
<td>115.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total APRIL 2018:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total RAM WASTE SYSTEMS, INC:</td>
</tr>
<tr>
<td>SAFEbuilt Colorado, Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39040-IN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>SAFEbuilt Colorado, Inc.</td>
<td>39040-IN</td>
<td>Mar 2018 Permit Tech</td>
<td>03/31/2018</td>
<td>1,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 39040-IN:</td>
</tr>
<tr>
<td>39048-IN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>SAFEbuilt Colorado, Inc.</td>
<td>39048-IN</td>
<td>Mar 2018 Building Permits</td>
<td>03/31/2018</td>
<td>90,981.06</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 39048-IN:</td>
</tr>
<tr>
<td>39073-IN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>SAFEbuilt Colorado, Inc.</td>
<td>39073-IN</td>
<td>Mar 2018 Code Enforcement</td>
<td>03/31/2018</td>
<td>1,477.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 39073-IN:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total SAFEbuilt Colorado, Inc.:</td>
</tr>
<tr>
<td>SHERRI WAGNER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EAP LUNCH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>411</td>
<td>SHERRI WAGNER</td>
<td>EAP LUNCH</td>
<td>Lunch with Police EAP</td>
<td>04/30/2018</td>
<td>31.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total EAP LUNCH:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total SHERRI WAGNER:</td>
</tr>
<tr>
<td>South Fort Collins Sanitation District</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3768</td>
<td>South Fort Collins Sanitation Distri</td>
<td>3768</td>
<td>Flow Monitoring</td>
<td>04/30/2018</td>
<td>36,213.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 3768:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total South Fort Collins Sanitation District:</td>
</tr>
<tr>
<td>Spencer Fane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>633962</td>
<td>Spencer Fane</td>
<td>633962</td>
<td>Condemnation of CDOT Property</td>
<td>04/30/2018</td>
<td>420.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 633962:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Spencer Fane:</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>------------------------------</td>
<td>--------------------------</td>
<td>----------------</td>
<td>--------------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>The Sidwell Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>110112</td>
<td>The Sidwell Company</td>
<td>110112</td>
<td>Implementation of Accela</td>
<td>03/31/2018</td>
<td>8,431.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 110112:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,431.30</td>
</tr>
<tr>
<td>Total The Sidwell Company:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,431.30</td>
</tr>
<tr>
<td>United Reprographic Supply Inc</td>
<td>United Reprographic Supply Inc</td>
<td>IN156119</td>
<td>2018 Maintenance Contract</td>
<td>04/30/2018</td>
<td>80.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total IN156119:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80.00</td>
</tr>
<tr>
<td>Total United Reprographic Supply Inc:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80.00</td>
</tr>
<tr>
<td>W L Contractors Inc.</td>
<td>W L Contractors Inc.</td>
<td>31313</td>
<td>2018 Signal Maintenance</td>
<td>03/31/2018</td>
<td>2,852.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 31313:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,852.83</td>
</tr>
<tr>
<td>Total W L Contractors Inc.:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,852.83</td>
</tr>
<tr>
<td>WHITE, BEAR, ANKELE, PC, ATTORNEYS AT LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARCH 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>543</td>
<td>WHITE, BEAR, ANKELE, PC, ATT</td>
<td>MARCH 2018</td>
<td>Mar 2018 General Legal</td>
<td>03/31/2018</td>
<td>20,006.00</td>
</tr>
<tr>
<td>543</td>
<td>WHITE, BEAR, ANKELE, PC, ATT</td>
<td>MARCH 2018</td>
<td>Mar 2018 General Legal Admin F</td>
<td>03/31/2018</td>
<td>626.79</td>
</tr>
<tr>
<td>543</td>
<td>WHITE, BEAR, ANKELE, PC, ATT</td>
<td>MARCH 2018</td>
<td>Mar 2018 Out of Scope Admin F</td>
<td>03/31/2018</td>
<td>273.81</td>
</tr>
<tr>
<td>543</td>
<td>WHITE, BEAR, ANKELE, PC, ATT</td>
<td>MARCH 2018</td>
<td>Mar 2018 Severance Annex</td>
<td>03/31/2018</td>
<td>6,185.50</td>
</tr>
<tr>
<td>543</td>
<td>WHITE, BEAR, ANKELE, PC, ATT</td>
<td>MARCH 2018</td>
<td>Mar 2018 DRAPAC Annexation</td>
<td>03/31/2018</td>
<td>129.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total MARCH 2018:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>27,221.10</td>
</tr>
<tr>
<td>REM-MAR 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>543</td>
<td>WHITE, BEAR, ANKELE, PC, ATT</td>
<td>REM-MAR 201</td>
<td>REM - Mar 2018 Fewell/Feldman</td>
<td>03/31/2018</td>
<td>4,638.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total REM-MAR 2018:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,638.00</td>
</tr>
<tr>
<td>Total WHITE, BEAR, ANKELE, PC, ATTORNEYS AT LA:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WW Development LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 &amp; 1ST QTR 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>725</td>
<td>WW Development LLC</td>
<td>2017 &amp; 1ST QT 2017-10 Permits at $3,500 for ded</td>
<td>03/31/2018</td>
<td>35,000.00</td>
<td></td>
</tr>
<tr>
<td>725</td>
<td>WW Development LLC</td>
<td>2017 &amp; 1ST QT 1ST QTR 2018 - 14 Permits at $3,</td>
<td>03/31/2018</td>
<td>49,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 2017 &amp; 1ST QTR 2018:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>84,000.00</td>
</tr>
<tr>
<td>Total WW Development LLC:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>84,000.00</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>576596243</td>
<td>Xcel Energy</td>
<td>576596243</td>
<td>Jan 2018 3909 Main Street</td>
<td>01/31/2018</td>
<td>16.99</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 576596243:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16.99</td>
</tr>
<tr>
<td>577017745</td>
<td>Xcel Energy</td>
<td>577017745</td>
<td>Jan 2018 5096 County Road 38</td>
<td>01/31/2018</td>
<td>87.56</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>------------------------------</td>
<td>----------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>577114923</td>
<td>Xcel Energy</td>
<td>577114923</td>
<td>Jan 2018 4201 Main Street</td>
<td>01/31/2018</td>
<td>149.29</td>
</tr>
<tr>
<td>Total 577114923:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>149.29</td>
</tr>
<tr>
<td>577115053</td>
<td>Xcel Energy</td>
<td>577115053</td>
<td>Jan 2018 4100 Main Street</td>
<td>01/31/2018</td>
<td>315.55</td>
</tr>
<tr>
<td>Total 577115053:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>315.55</td>
</tr>
<tr>
<td>577333385</td>
<td>Xcel Energy</td>
<td>577333385</td>
<td>Jan 2018 4104 Main Street</td>
<td>01/31/2018</td>
<td>273.67</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>577333385</td>
<td>Jan 2018 5500 Summerfield Park</td>
<td>01/31/2018</td>
<td>457.80</td>
<td></td>
</tr>
<tr>
<td>Total 577333385:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>731.47</td>
</tr>
<tr>
<td>577492375</td>
<td>Xcel Energy</td>
<td>577492375</td>
<td>Jan 2018 66W-7N-34-21/08 Area</td>
<td>01/31/2018</td>
<td>33.91</td>
</tr>
<tr>
<td>Total 577492375:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>33.91</td>
</tr>
<tr>
<td>577642910</td>
<td>Xcel Energy</td>
<td>577642910</td>
<td>Jan 2018 2221 S County Line Ro</td>
<td>01/31/2018</td>
<td>25.35</td>
</tr>
<tr>
<td>Total 577642910:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25.35</td>
</tr>
<tr>
<td>578373735</td>
<td>Xcel Energy</td>
<td>578373735</td>
<td>Jan 2018 4800 Goodman Street</td>
<td>01/31/2018</td>
<td>1,026.61</td>
</tr>
<tr>
<td>Total 578373735:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,026.61</td>
</tr>
<tr>
<td>578909195</td>
<td>Xcel Energy</td>
<td>578909195</td>
<td>Jan 2018 Tax Address</td>
<td>01/31/2018</td>
<td>4,501.93</td>
</tr>
<tr>
<td>Total 578909195:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,501.93</td>
</tr>
<tr>
<td>579030237</td>
<td>Xcel Energy</td>
<td>579030237</td>
<td>Jan 2018 ESL Lights</td>
<td>01/31/2018</td>
<td>60.76</td>
</tr>
<tr>
<td>Total 579030237:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60.76</td>
</tr>
<tr>
<td>580402157</td>
<td>Xcel Energy</td>
<td>580402157</td>
<td>Feb 2018 3909 Main Street</td>
<td>02/28/2018</td>
<td>16.81</td>
</tr>
<tr>
<td>Total 580402157:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16.81</td>
</tr>
<tr>
<td>580739289</td>
<td>Xcel Energy</td>
<td>580739289</td>
<td>Feb 2018 4100 Main Street Lights</td>
<td>02/28/2018</td>
<td>222.80</td>
</tr>
<tr>
<td>Total 580739289:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>222.80</td>
</tr>
<tr>
<td>580925186</td>
<td>Xcel Energy</td>
<td>580925186</td>
<td>Feb 2018 4201 Main Street</td>
<td>02/28/2018</td>
<td>123.40</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>580925186</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>123.40</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>581015283</td>
<td>Xcel Energy</td>
<td>581015283</td>
<td>Feb 2018 5096 County Road 38</td>
<td>02/28/2018</td>
<td>76.00</td>
</tr>
<tr>
<td>581157647</td>
<td>Xcel Energy</td>
<td>581157647</td>
<td>Feb 2018 68W-7N-34-21/08 Area</td>
<td>02/28/2018</td>
<td>33.60</td>
</tr>
<tr>
<td>581163036</td>
<td>Xcel Energy</td>
<td>581163036</td>
<td>Feb 2018 4104 Main Street</td>
<td>02/28/2018</td>
<td>220.66</td>
</tr>
<tr>
<td></td>
<td></td>
<td>581163036</td>
<td>Feb 2018 5500 Summerfield Park</td>
<td>02/28/2018</td>
<td>481.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>702.62</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>581620181</td>
<td>Xcel Energy</td>
<td>581620181</td>
<td>Feb 2018 2221 S County Line Ro</td>
<td>02/28/2018</td>
<td>30.90</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>30.90</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>582370850</td>
<td>Xcel Energy</td>
<td>582370850</td>
<td>Feb 2018 Tax Address</td>
<td>02/28/2018</td>
<td>4,624.27</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>4,624.27</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>582459797</td>
<td>Xcel Energy</td>
<td>582459797</td>
<td>Feb 2018 ESL Lights</td>
<td>02/28/2018</td>
<td>60.76</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>60.76</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>582531874</td>
<td>Xcel Energy</td>
<td>582531874</td>
<td>Feb 4800 Goodman Street</td>
<td>02/28/2018</td>
<td>1,022.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>1,022.80</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>583883307</td>
<td>Xcel Energy</td>
<td>583883307</td>
<td>Mar 2018 3909 Main Street</td>
<td>03/31/2018</td>
<td>16.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>16.55</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>584803829</td>
<td>Xcel Energy</td>
<td>584803829</td>
<td>Mar 2018 68W-7N-34-21/08 Area</td>
<td>03/31/2018</td>
<td>32.99</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>32.99</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>584943059</td>
<td>Xcel Energy</td>
<td>584943059</td>
<td>Mar 2018 4201 Main Street</td>
<td>03/31/2018</td>
<td>95.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>95.24</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>584943895</td>
<td>Xcel Energy</td>
<td>584943895</td>
<td>Mar 2018 4100 Main Street Lights</td>
<td>03/31/2018</td>
<td>233.54</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>584977127</td>
<td>Xcel Energy</td>
<td>584977127</td>
<td>Mar 2018 4104 Main Street</td>
<td>03/31/2018</td>
<td>190.58</td>
</tr>
<tr>
<td>584977127</td>
<td>Xcel Energy</td>
<td>584977127</td>
<td>Mar 2018 5500 Summerfield Park</td>
<td>03/31/2018</td>
<td>460.84</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>651.42</td>
</tr>
<tr>
<td>585029665</td>
<td>Xcel Energy</td>
<td>585029665</td>
<td>Mar 2018 5096 County Road 38</td>
<td>03/31/2018</td>
<td>77.57</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>77.57</td>
</tr>
<tr>
<td>585438944</td>
<td>Xcel Energy</td>
<td>585438944</td>
<td>Mar 2018 2221 S County Line Ro</td>
<td>03/31/2018</td>
<td>24.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>24.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14,995.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>399,030.30</td>
</tr>
</tbody>
</table>

Grand Totals: 399,030.30
1.) Financial statements have not been included in April’s staff reports as Town staff awaits amendments to the 2018 budget to include in the financial report.
2.) Year to date sales tax revenues are approximately 12.5% higher than compared to the same period from the previous year.
3.) Town staff continues to work on the 2017 year-end financial statements and note disclosures in preparation of the auditor starting audit fieldwork scheduled to occur in early June.
TOWN COUNCIL COMMUNICATION

Meeting Date: April 24, 2018
Presented by: Don Taranto

Item: Engineering & Public Works Report

Ordinance ☐ Resolution ☐ For Information X

KEY POINTS/SUPPORTING INFORMATION:

1. **Old Town Phase 2 – South**
   a. Restoration work is underway. Contractor is working with residents as needed to finalize the restoration on each property.

2. **Public Works Maintenance Projects**
   a. Street Maintenance – Asphalt patching is well underway
   b. Street striping – pending summer weather

3. **Development Construction Activities**
   a. Wild Wing 2B – Curb and gutter construction underway
   b. Wild Wing 3B – Paving underway
   c. Timnath Ranch 3rd Filing – School House Dr complete. Pending street lights
   d. Timnath Ranch 6th Filing – **Curb and gutter construction underway**
   e. Timnath Ranch 7th filing – Construction underway
   f. Serratoga Falls Ph. 2 - Construction underway

4. **Commercial/Multi-Family Construction Activities**
   a. Wendy’s – construction scheduled to begin this spring
   b. Timnath Development Retail (Riverbend) – Under construction
   c. Timnath Trails Apartment Complex - Pre-Construction meeting held on 4-18-18
   d. Timnath Town Center - Pre-Construction meeting held on 4-18-18
1. **Issued Building Permits:**
   - 2016 Single-Family Residential Total = 161 (Budget 171)
   - 2017 Single-Family Residential Total = 278 (Budget 274)

   2018 Single-Family Residential Budgeted = 264
   2018 Single-Family Residential March = 22 (Budget 22)
   **2018 Single-Family Residential April = 3 (Budget 22)**
   2018 Single-Family Residential ready to be issued = 31
   2018 Single-Family Residential under review = 3
   **2018 Single-Family Residential YTD (1/1/18 to 4/17/18) = 57**
   2018 Budget through March = 88

2. **Current Development Actions:**
   a. **4025 Kern Street Minor Subdivision:** This is a Minor Subdivision application for the property located at 4025 Kern Street. The proposal is to subdivide the existing 17,353 square foot lot into two individual lots of 9,500 and 7,853 square feet. The Planning Commission held a public hearing on the Minor Subdivision on 4/17/2018 and recommended approval by a 5-0 vote to Town Council.
   b. **Rendezvous Subdivision Preliminary Plat:** This is a Preliminary Plat application of approximately 569 single-family residential lots and 2 future development tracts for the Rendezvous Subdivision. The Planning Commission held a public hearing on the Preliminary Plat on 4/17/2018 and recommended approval by a 5-0 vote to Town Council.
   c. **Fisher Subdivision Preliminary Plat:** This is a Preliminary Plat application of approximately 214 single-family residential lots and 2 future development tracts for the Fisher Subdivision. The Town Staff has received a submittal and it is currently under review.
   d. **Wendy’s Site Plan:** This is a site plan application for a 3,150 square foot Wendy’s restaurant with drive-thru and indoor seating located east of Weitzel Street and north of Les Schwab Tire Center. The Planning Commission held a public hearing on the Site Plan on 4/17/2018 and recommended approval by a 5-0 vote to Town Council.
   e. **Wildwing 4th Filing Preliminary Plat:** This is a Preliminary Plat application of 20 single-family lots on 2 development tracts for the Wildwing Subdivision. 18 of the lots are at the northwest portion of the subdivision at Majestic View Drive and Wildwing Drive with the remaining 2 lots being at the southeast portion at the intersection of Latham Parkway and Wildshore Drive. The Town Staff has received a submittal and it is currently under review.
   f. **Timnath Town Center Site Plan:** This is a site plan application for a 16,064 square foot Town Center Building located north of PFA Station 8. The Planning Commission held a public hearing on the Site Plan on 4/17/2018 and recommended approval by a 5-0 vote to
<table>
<thead>
<tr>
<th>Town Council.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADVANTAGES:</strong></td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td><strong>DISADVANTAGES:</strong></td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td><strong>FINANCIAL IMPACT:</strong></td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td><strong>RECOMMENDATIONS:</strong></td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td><strong>ATTACHMENTS:</strong></td>
</tr>
<tr>
<td>1. Building Department Stats</td>
</tr>
<tr>
<td>2. Code Enforcement Report</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Timnath Town Council

FROM: Matt Blakely, Community Development Director
       Alisa Davidson, Building Permit Technician

RE: Timnath Single-Family Building Permits – YTD 4/17/18

DATE: April 27, 2018

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits issued in Year for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>15</td>
<td>9</td>
<td>12</td>
<td>13</td>
<td>16</td>
<td>8</td>
<td>14</td>
<td>8</td>
<td>11</td>
<td>11</td>
<td>40</td>
<td>4</td>
<td>161</td>
</tr>
<tr>
<td>2017</td>
<td>9</td>
<td>30</td>
<td>48</td>
<td>28</td>
<td>21</td>
<td>22</td>
<td>19</td>
<td>19</td>
<td>13</td>
<td>18</td>
<td>9</td>
<td></td>
<td>278</td>
</tr>
<tr>
<td>2018</td>
<td>12</td>
<td>20</td>
<td>22</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>57</td>
</tr>
</tbody>
</table>

Commercial-7

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits issued in Year for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>8</td>
<td>12</td>
<td>19</td>
<td>15</td>
<td>22</td>
<td>36</td>
<td>19</td>
<td>19</td>
<td>13</td>
<td>14</td>
<td>11</td>
<td>3</td>
<td>201</td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Commercial-

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits issued in Year for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>8</td>
<td>12</td>
<td>19</td>
<td>15</td>
<td>22</td>
<td>36</td>
<td>19</td>
<td>19</td>
<td>13</td>
<td>14</td>
<td>11</td>
<td>3</td>
<td>201</td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brunner Fram</td>
<td>27</td>
<td>31</td>
<td>59</td>
<td>6</td>
<td>$375,458.73</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fairview Village</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>7</td>
<td>$231,185.47</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harmony (1st and 2nd)</td>
<td>13</td>
<td>17</td>
<td>12</td>
<td>23</td>
<td>8</td>
<td>2</td>
<td>6</td>
<td>3</td>
<td>$522,737.95</td>
</tr>
<tr>
<td>Harmony 3rd Filing Single Family</td>
<td>11</td>
<td>22</td>
<td>16</td>
<td>9</td>
<td>$421,881.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harmony 3rd Filing Paired Homes</td>
<td>10</td>
<td>3</td>
<td>$455,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harmony (4th)</td>
<td>6</td>
<td>19</td>
<td>12</td>
<td>5</td>
<td>$381,273.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harmony (5th)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>12</td>
<td>4</td>
<td>$381,273.48</td>
</tr>
<tr>
<td>Rendezvous 1st Filing</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>12</td>
<td>4</td>
<td>$381,273.48</td>
</tr>
<tr>
<td>Serratoga Falls</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>12</td>
<td>4</td>
</tr>
<tr>
<td>Serratoga Falls 2nd Filing</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>12</td>
<td>4</td>
</tr>
<tr>
<td>Timnath Landing 1st Filing</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>12</td>
<td>4</td>
</tr>
<tr>
<td>Timnath Ranch-1st Filing 2nd Amend</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>35</td>
<td>49</td>
<td>50</td>
<td>50</td>
<td>9</td>
</tr>
<tr>
<td>Timnath Ranch-3rd Filing</td>
<td>24</td>
<td>45</td>
<td>21</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>34</td>
<td>16</td>
<td>$268,571.58</td>
</tr>
<tr>
<td>Timnath Ranch - 6th Filing</td>
<td>27</td>
<td>58</td>
<td>82</td>
<td>89</td>
<td>23</td>
<td>5</td>
<td>$305,238.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timnath South-1st Filing</td>
<td>27</td>
<td>58</td>
<td>82</td>
<td>89</td>
<td>23</td>
<td>5</td>
<td>$305,238.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timnath South 1st Filing 2nd Amend</td>
<td>1</td>
<td>5</td>
<td>8</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>$302,518.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timnath South-2nd Filing</td>
<td>1</td>
<td>5</td>
<td>8</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>$302,518.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timnath South 1st Filing 3rd Amend</td>
<td>19</td>
<td>27</td>
<td>14</td>
<td>11</td>
<td>2</td>
<td>2</td>
<td>$302,518.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wildwing 1st Filing</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>20</td>
<td>21</td>
<td>28</td>
<td>8</td>
<td>5</td>
<td>$254,555.14</td>
</tr>
<tr>
<td>Wildwing 2nd Filing</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>8</td>
<td>27</td>
<td>14</td>
<td>$366,800.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>67</td>
<td>132</td>
<td>140</td>
<td>164</td>
<td>166</td>
<td>183</td>
<td>161</td>
<td>278</td>
<td>57</td>
</tr>
</tbody>
</table>

Foundation Only Permit | 3    | 1    | 1    |
Modular Home | 1    |
Commercial | 2    | 8    | 3    | 7    | 1    |
Meeting Date: 4/24/2018  
Item: March 2018 Law Enforcement Update

Presented by: Sherri Wagner

1) Officer Meckley is continuing through the field training program and is expected to complete the program and be assigned to a shift towards the end of June.

2) We are receiving applications from candidates for our next opening. Most law enforcement departments in northern Colorado are hiring. The pool of candidates has become even smaller than anticipated.

3) Officers and supervisors attended several different meetings. The meetings consisted of a chiefs meeting, northern Colorado commanders meeting, Colorado Department of Transportation (CDOT) and Colorado Parks and Wildlife (CPW). We met with CPW because of several geese hunting complaints and we needed some education and direction concerning the hunting on the unincorporated land near our town boundaries.

4) A new chief has been selected for Fort Collins Police Services and should be in Fort Collins the first week of June.

5) Officer Tope became a certified instructor for tasers and was certified to provide maintenance and inspections on our handguns. He also became a coach and role player for training throughout Northern Colorado concerning crisis intervention.

6) All evaluations for officers, sergeant, and police technician were completed.

7) Officer Betrus presented a community safety talk concerning fraud and identity theft and actions to protect personal information. Attendance was limited and we will explore other types of delivery options.

8) We completed 27 cases and had 25 supplements to cases that consisted of follow-up, warrants, search warrants, filings, evidence collection and photographic line-ups.

9) Police technician Erbes handled and logged 47 pieces of evidence and entered 60 citations that consisted of traffic and criminal citations. There is the possibility that we will have to add an additional court date each month to adjust and handle the increase in citations. Erbes also handled updates and registering the sex offenders in Timnath.
10) Officers attended CPR training provided by Poudre Fire Authority (PFA). Less than a week later officers responded to a medical and assisted PFA by using the new CPR method taught in the training.

11) Officer Meckley was provided 40 hours of arrest and self-defense training. All officers assisted with the training and practicing the holds.

12) Chief Wagner spoke to a shooting group, named The Well-Armed Women of Northern Colorado, about active shooter scenarios and how armed citizens can protect themselves and others.
# Law Enforcement Incidents

<table>
<thead>
<tr>
<th>Timnath Police Dept</th>
<th>Jan-18</th>
<th>Feb-18</th>
<th>Mar-18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Call Type</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm</td>
<td>4</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Animal</td>
<td>5</td>
<td>3</td>
<td>11</td>
</tr>
<tr>
<td>Assist Other</td>
<td>7</td>
<td>9</td>
<td>7</td>
</tr>
<tr>
<td>Directed Patrol/School/Extra</td>
<td>423</td>
<td>375</td>
<td>453</td>
</tr>
<tr>
<td>Drug</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Follow-up</td>
<td>19</td>
<td>24</td>
<td>26</td>
</tr>
<tr>
<td>Fraud</td>
<td>3</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Harassment</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Lost/found Property</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Reddi Report</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Safe To Tell</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Subject Stop</td>
<td>11</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>Suicide Threat</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Suspicious Circumstance</td>
<td>18</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Theft</td>
<td>8</td>
<td>7</td>
<td>11</td>
</tr>
<tr>
<td>Traffic</td>
<td>95</td>
<td>74</td>
<td>128</td>
</tr>
<tr>
<td>Trespass</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Vehicle Accident/non-inj</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>Warrant</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Welfare Check</td>
<td>6</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Incidents</strong></td>
<td>636</td>
<td>532</td>
<td>676</td>
</tr>
<tr>
<td><strong>Supplements to ongoing cases</strong></td>
<td>23</td>
<td>25</td>
<td>36</td>
</tr>
<tr>
<td><strong>Total cases</strong></td>
<td>36</td>
<td>27</td>
<td>29</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LCSO Response &amp; Call Type</th>
<th>Jan-18</th>
<th>Feb-18</th>
<th>Mar-18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Call Type</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm</td>
<td>6</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Assist Other</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Civil</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Directed, Extra Patrol/School</td>
<td>21</td>
<td>19</td>
<td>21</td>
</tr>
<tr>
<td>Disturbance</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drug</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Follow up</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Fraud</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Motor Vehicle Accident</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Noise/Party</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspicious Circumstance</td>
<td>7</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Theft</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Traffic</td>
<td>14</td>
<td>19</td>
<td>22</td>
</tr>
<tr>
<td><strong>Total Incidents</strong></td>
<td>59</td>
<td>49</td>
<td>71</td>
</tr>
<tr>
<td><strong>Total Cases</strong></td>
<td>4</td>
<td>2</td>
<td>6</td>
</tr>
</tbody>
</table>
To: Mayor, Town Council and Community  

From: April D. Getchius, AICP  
       Town Manager  

Date: April 19, 2018  

Subject: Town Manager’s Report  

Community Survey. The Community Survey is complete. A presentation on the Community Survey results will be presented at the April 24 Council meeting and will be available via the website and social media. A summary of the results can be found in this, the April 24th, Council packet.  

New Website. On April 16 we launched the new Town website. We are pleased with the new redesign and hope the residents and Council find it easier to navigate. Among other things, we’ve improved the accessibility of agenda and packet information and we’ve enhanced the search features. We believe the overall organization of the site is much more user-friendly. Thanks, Bruen Media and staff for your hard work.  

Town Beautification and Cleanup. This event will be held 8 am to noon on April 21, 2018. Dumpsters will be located at Bethke Elementary and Timnath Elementary. In addition, we will have the opportunity to donate items at both locations.  

Timnath Safety Fair. You’ll see this referenced in the Public Safety Staff Report, but please note the Safety Fair is April 29 – 11:30 to 2:30 at the community park. There will also be tour of Fire Station 8 and Timnath Police Department offices at 2:30 following the fair. Thank you, Officer Tope, for your hard work!  

Colorado Municipal League Meetings. There are a number of CML meetings coming in the upcoming months. Please let me know your availability/interest in attending:  

- CML Annual Meeting – June 19-22 in Vail. Unfortunately, all hotels are booked in Vail but if you have other options for accommodations and are interested in attending, please let me know.  
- Spring Outreach Meetings – May 24, 10-11:30 a.m. in Windsor. This will include a “Essentials for Elected Officials” training from 8:30 am to 10 am. The Mayor and I will be out of town but please let me know if you’d like to attend.
Verizon Wireless. The Town has received numerous complaints regarding poor service from Verizon Wireless. A petition asking Verizon to deal with this, essentially as a public safety issue, will be posted on the website. The petition and letters or emails describing the service problems will be forwarded to Verizon corporate leadership.

Economic Development. The staff has been working with the retail attraction firm Buxton to gather new information on our trade area and shoppers within it. We will compile this information to create a new marketing brochure for the Town in efforts to recruit restaurant and retail to Timnath. As the information is developed, we will share it with Council.

Employee Anniversaries. The following employees are celebrating anniversaries with the Town.

- Chief Sherri Wagner will have been with the Town ten years on May 19. Thank you, Sherri, for your leadership and dedication!
- Officer Andrew Tope will have been with the Town two years as of May 1. Thank you!
OATH OF OFFICE

STATE OF COLORADO    
LARIMER COUNTY       
TOWN OF TIMNATH    


____________________________________
Rick Collins, Councilmember

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF APRIL 2018.

ATTEST:

________________________________
MILISSA PETERS, CMC
TOWN CLERK
In witness whereof, I have hereunder set my hand and Official Seal this 11th day of April, 2018.

foreseen for a four-year term.

the 11th day of April, 2018, and said, Rick Collins is a duly elected Councilmember as
appears from the Official Canvass of the votes cast at said Election in said Town made on
the greatest number of votes cast for the office of Councilmember in and for said Town as
Annually Election held in said Town on the 3rd day of April, 2018. Rick Collins received
I, Melissa Peter, Town Clerk of the Town of Timnath, hereby certify that at a regular

TOWN OF TIMNATH, COUNTY OF LAURINER, STATE OF COLORADO

CERTIFICATE OF ELECTION
OATH OF OFFICE

STATE OF COLORADO  )
LARIMER COUNTY    ) SS.
TOWN OF TIMNATH    )


____________________________________
Aaron Pearson, Councilmember

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF APRIL 2018.

ATTEST:

________________________________
MILISSA PETERS, CMC
TOWN CLERK
TOWN OF TIMNATH, COUNTY OF LARimer, STATE OF COLORADO

CERTIFICATE OF ELECTION

I, Melissa Peters, Town Clerk of the Town of Timnath, hereby certify that at a Regular Municipal Election held in said Town on the 3rd day of April, 2018, Aaron Pearson received the second highest number of votes cast for the office of Councilmember in and for said Town as appears from the official canvas of the votes cast at said Election in said Town made on the 11th day of April, 2018, and said, Aaron Pearson is a duly elected Councilmember asforesaid for a four-year term.

In Witness Whereof, I have hereunder set my hand and Official Seal this 11th day of April, 2018.

[Signature: Melissa Peters]
### EXECUTIVE SUMMARY
Section 2.6.1 of the Town’s Charter provides an elected officer shall continue to hold office until his or her successor is duly qualified and elected unless the officer has resigned. Town Council member Paul Steinway has resigned from the Town Council effective April 11, 2018. In the event there is a vacancy on the Town Council, the Town’s Charter states the requirement for appointment of a Council Member which are outlined in the Key Points below. The Town Council shall appoint a new council member not less than ten (10) days nor more than ninety (90) days after a determination that the vacancy exists. A replacement council member needs to be appointed sometime between May 4, 2018 and July 23, 2018.

### STAFF RECOMMENDATION
Staff recommends the Town Council formally acknowledge Mr. Steinway’s resignation.

### KEY POINTS/SUPPORTING INFORMATION:
- Mr. Steinway’s resignation creates a vacancy on the Town Council. Pursuant to Section 2.6.3 of the Town’s Charter not less than ten (10) days nor more than ninety (90) days after a vacancy, the remaining Town Council members shall appoint an eligible person as defined by Sections 2.2 and 2.3 to fill such vacancy to serve until the end of the term. Such appointment shall be decided by a majority vote of the members of the Town Council in office at the time the vote is taken.

### ADVANTAGES:
The Town Council will formally acknowledge Mr. Steinway’s resignation and start the time clock for appointing a new person to the Town Council in accordance with the Town’s Charter.

### DISADVANTAGES:
None.

### FINANCIAL IMPACT:
None.

### RECOMMENDED MOTION:
I acknowledge the resignation of Paul Steinway from the Town Council.

### ATTACHMENTS:
None.
EXECUTIVE SUMMARY: In March 2018, the Town conducted a resident survey. The results were collected and compiled by Magellan Strategies. Attached are the findings of the survey.

STAFF RECOMMENDATION: Staff recommends that Council use the results of the resident survey to guide upcoming strategic and budget decisions. Specifically, staff recommends, based on the survey results, that the Council authorize us to bring back budget amendments for:

- the construction of Harmony Road;
- an increase in the public engagement budget line item to conduct a communication or email campaign to increase resident education and hold workshops on Town Budget, metro districts and other items.
- reinstatement of the events, but that the events be targeted to be self-sustaining over time. The uncertainty as to whether the Town will have events is making fund raising more challenging.
- This agenda includes action items for the addition of police personnel and moving ahead with the Town Center building so that the Town has the room to expand police offices.

In addition, Staff recommends the Council conducts a similar survey every three years and prior to the budget and strategic planning processes to assess resident priorities.

KEY POINTS/SUPPORTING INFORMATION: Some of the results highlights include:

- 549 mail and on-line surveys were returned from nearly 3,000 mailed.
- Three focus groups were held.
- 53% of the residents generally approve of the Mayor and Council’s job performance.
- Public Safety was the highest-ranking issue, followed by general construction projects, park and trail improvements, economic development opportunity and Timnath Events. Out of a score of 5, these were all ranked closely ranging between 4.64 and 3.09.
- Harmony Road and Three Bell Railroad Crossing were the two highest rated roadway projects.
- Three building projects were ranked as follows:
  - #1 – Police Department Facility. This is planned for design in 2019 and construction in 2020.
  - #2 – Recreation Center. This is also planned for the future as it involves significant expansion of staff and resources for programming and management. Although not
currently budgeted, the recreation center is to be built adjacent to the planned pool in Timnath Ranch and near Bethke Elementary School.

- #3 – Town Center Building. Although this ranked #3, moving ahead with the Town Center Building construction will provide the interim space for an expanded police department to reach the #1 Goal of public safety and 24/7 coverage. We will create interim space for the Police Department in the current building.

- Other findings:
  - People feel safe in Timnath with 93% saying they feel safe at night and 99% feel safe during the day.
  - 33% of the respondents attended a Town event and 32% refer to the Website or Facebook page on a regular basis.
  - 32% of respondents prefer to get information through an email blast, with 22% selecting standard U.S. mail and 16% through Next Door.

<table>
<thead>
<tr>
<th>ADVANTAGES:</th>
<th>Not applicable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DISADVANTAGES:</th>
<th>Not applicable</th>
</tr>
</thead>
</table>

| FINANCIAL IMPACT: | Council may use this information to authorize expenditures in 2018 and 2019 budget preparation. Staff recommends the budget amendments outlined above for the 2018 budget. |

<table>
<thead>
<tr>
<th>RECOMMENDED MOTION:</th>
<th>None.</th>
</tr>
</thead>
</table>

| ATTACHMENTS: | Summary of survey results. |
TOWN OF TIMNATH
RESIDENT SURVEY

March 4th – 14th, 2018
Methodology

- Magellan Strategies is pleased to present the results of a 549n mail and online survey of residents in Timnath, Colorado.

- The interviews were conducted from March 4th – 14th, 2018.

- The overall survey has a margin of error of +/-3.78% at the 95% confidence interval. Subgroups of voters will have higher margin of error than the overall population.

- David Flaherty was the principal researcher on this project. Courtney Sievers was the project director.
Survey Demographics

- MALE: 50%
- FEMALE: 50%

- 18-24: 1%
- 25-34: 11%
- 35-44: 31%
- 45-54: 18%
- 55-64: 20%
- 65+: 18%
- Refused: 1%

- REPUBLICAN: 34%
- UNAFFILIATED: 21%
- DEMOCRAT: 16%
- OTHER, UNSURE, REFUSED: 29%
Survey Demographics

Workplace:
- Outside Timnath: 54%
- In Timnath: 33%
- From Home: 11%
- Stay-at-Home Parent: 2%
- Unsure, Refused: 1%

Reason Moved to Timnath:
- Location: 50%
- Sense of Community: 20%
- Other: 11%
- Schools: 18%
- Unsure, Refused: 1%

Lived in Timnath:
- Less Than 1 Year: 11%
- 1 - 3 Years: 26%
- 3 - 5 Years: 29%
- More than 5 Years: 33%
- Unsure, No Opinion, Refused: 1%
Survey Demographics

Awareness of What is Going On In Timnath

Involvement in Timnath Town Events (Ranked off of Top Responses Combined)
Survey Demographics

Preference for Receiving Town Information (Ranked on Top Three Choices Combined)

- Email Blast: 32%
- Standard US Mail: 23%
- Next Door: 16%
- Website Browsing: 16%
- Facebook: 12%
- Twitter: 1%
- Other: 1%

Feeling of Safety in Timnath

- Night:
  - Yes: 94%
  - No: 6%

- Day:
  - Yes: 99%
  - No: 1%
Survey Demographics

Responses by Neighborhood

<table>
<thead>
<tr>
<th>Neighborhood</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harmony</td>
<td>10%</td>
</tr>
<tr>
<td>Old Town</td>
<td>5%</td>
</tr>
<tr>
<td>Serratoga Falls</td>
<td>1%</td>
</tr>
<tr>
<td>Summer Fields</td>
<td>3%</td>
</tr>
<tr>
<td>Timnath Ranch</td>
<td>6%</td>
</tr>
<tr>
<td>Timnath South</td>
<td>22%</td>
</tr>
<tr>
<td>West Village</td>
<td>7%</td>
</tr>
<tr>
<td>Wildwing</td>
<td>4%</td>
</tr>
<tr>
<td>Not Known</td>
<td>41%</td>
</tr>
</tbody>
</table>
KEY FINDINGS
Key Findings

- 55% of residents approve of the job the Mayor and Town Council are doing, 22% disapprove and 23% did not have an opinion.

- In prioritizing general “projects”, 35% chose Public Safety as their first choice (expanding the police force for 24-hour coverage) and 32% chose General Construction Projects as their first choice. (construction of roads, railroad crossing improvements, infrastructure).

- In prioritizing specific construction projects, the top two priorities were the Three Bell Railroad Crossing (37% first choice) and widening and extending Harmony Road (35% first choice).

- For specific building projects, 46% chose the future Police Department Facility as the top priority followed by 35% choosing the Recreation Center and 19% choosing the Timnath Town Center.
Key Findings

- A plurality of Timnath residents, 25%, ranked the I-25 underpass for the Poudre River Trail as the most important park and trail project. The next two most popular park and trail projects were the Park and Recreation Center (18%), to be built on parkland adjacent to Bethke Elementary School and the completion of Community Park (16%) in Timnath Ranch.

- 31% of respondents chose the Fourth of July Celebration as the most important community building, followed by 26% choosing Town Cleanup and Appreciation Day and 15% choosing the Summer Concert Series.

- 41% of residents think Retailer Incentives are the most important priority among the Community Revitalization and Economic Vitality options, followed 21% choosing the Strategic Land Acquisition for Timnath’s Future as the top priority and another 21% chose Strategic Land Acquisition for Dreambook Visioning as the most important.
TOP ISSUES, PROBLEMS AND PRIORITIES
MAYOR AND TOWN COUNCIL
SHOULD BE ADDRESSING
Being as descriptive and honest as possible, please tell us what you think the top issues, problems or priorities are that the Timnath Mayor and Town Council should be addressing the most.

**Major Themes**

<table>
<thead>
<tr>
<th>Roads/Transportation/Infrastructure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attract More Business/Retail/Shops</td>
</tr>
<tr>
<td>Public Safety/Police Force Needs</td>
</tr>
<tr>
<td>Managing Responsible Town Growth</td>
</tr>
<tr>
<td>Better Info/Communications About</td>
</tr>
<tr>
<td>Budget</td>
</tr>
</tbody>
</table>

“Bring restaurants and small businesses to town.”
- Male, 45-54

“In order keep up with the growth of Timnath, infrastructure is a high priority. Plan for the upkeep and expansion of roads. Quality of life is also important. This requires new parks, trails and other items such as this.”
- Male, 65+

“Planning for continued growth. Maintaining the existing infrastructure. Educating the residents to understand the challenges of meeting growth demands.”
- Female, 65+

“Traffic congestion on Harmony Rd. across I-25”
- Male, 35-44

“The widening of Harmony road all the way to CR1. Improving and maintaining. Buss Grove so that it is a legitimate exit and entry point and alternate route as Harmony continues to get busier.”
- Male, 55-64

“I think the number one issue the council should be addressing is improved communication and transparency.”
- Male, 35-44

“Spending outside of our means.”
- Male, 35-44

“I think the number one issue the council should be addressing is improved communication and transparency.”
- Male, 35-44

“1. Manage growth as best as possible (keep open space, sufficient retail/residential/commercial mix, etc.), 2. Make sure we have adequate infrastructure to handle growth, 3. Keep us safe and happy.”
- Female, 55-64
Being as descriptive and honest as possible, please tell us what you think the top issues, problems or priorities are that the Timnath Mayor and Town Council should be addressing the most.

<table>
<thead>
<tr>
<th>Major Themes</th>
<th>&quot;Roads need widened and prepared for future growth.” - Female, 25-34</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads/Transportation/Infrastructure</td>
<td>&quot;Roads, police, managed growth.” - Female, 35-44</td>
</tr>
<tr>
<td>Attract More Business/Retail/Shops</td>
<td></td>
</tr>
<tr>
<td>Public Safety/Police Force Needs</td>
<td></td>
</tr>
<tr>
<td>Managing Responsible Town Growth</td>
<td></td>
</tr>
<tr>
<td>Better Info/Communications About Budget</td>
<td></td>
</tr>
</tbody>
</table>

"...more restaurant and retail opportunities.” - Male, 35-44

"Funding for the Harmony Road widening project out east of Timnath. Snow removal, road lighting and landscaping. Approval of smaller commercial projects. Services for residents such as convenience store, car wash, coffee shop and more mom and pop type businesses.” - Male, 45-54,

"I think we need to make sure Timnath roads, infrastructure, schools, rec facilities are able to handle the large growth. I think it is important to have 24hour/7day week police department.” - Female, 45-54

"Bringing more commercial enterprises into town, especially restaurants or stores.” - Female, 65+

"I would like to see a strong emphasis on infrastructure. Growth will happen, but will be impeded by an infrastructure that does not keep up with it. I would also like to see some revitalization of the town area. It would be nice to have a local restaurant and grocery store.” - Female, 55-64

"Roads need widened and prepared for future growth.” - Female, 25-34
Additional Comments and Themes

In addition to naming specific projects or priorities, respondents provided their heartfelt thoughts and feelings about their concerns and viewpoints of Timnath. The major themes that are evident in these comments are:

- Keeping and maintaining Timnath’s rural small town atmosphere, and that “small is beautiful.” Many respondents say the rural atmosphere of Timnath is why they moved here, and they are concerned the character of the town is being taken away with so much residential development.

- The opposite end of this view is a concern that Timnath’s roads and infrastructure system must keep pace with residential growth, otherwise traffic congestion will really get out of control.

- There are many comments about safety being a priority and making sure the police have the resources, personnel, and facilities to provide 24/7 service.
Additional Comments and Themes

- Many respondents want a future Timnath business district with locally owned shops and restaurants. They want this for both personal reasons and to help grow the sales revenue for the town.

- Some residents feel that there are too many projects being planned, in the works or currently underway. They describe their anxiety by saying “the town should slow down.”

- Many comments suggest better communication is needed between the elected officials and the residents of the town. There is a strong desire for the Town to provide basic information about annual revenue, expenditures, and the overall budget. They want to receive that information by email blast (32%), U.S. Mail (23%), Next Door (16%) the town website (16%) and Facebook (12%).
TIMNATH MAYOR AND TOWN COUNCIL JOB APPROVAL
Do you approve or disapprove of the job the Timnath Mayor and Town Council are doing?

<table>
<thead>
<tr>
<th>Strongly Approve</th>
<th>14%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somewhat Approve</td>
<td>41%</td>
</tr>
<tr>
<td>Strongly Disapprove</td>
<td>6%</td>
</tr>
<tr>
<td>Somewhat Disapprove</td>
<td>16%</td>
</tr>
</tbody>
</table>

TOTAL APPROVE 55%
TOTAL DISAPPROVE 22%
UNSURE, NO OPINION 23%

MEN
- Total Approve: 58%
- Total Disapprove: 22%
- Unsure, no opinion: 20%

WOMEN
- Total Approve: 51%
- Total Disapprove: 23%
- Unsure, no opinion: 26%
Do you approve or disapprove of the job the Timnath Mayor and Town Council are doing?

- **Strongly Approve**: 14%
- **Somewhat Approve**: 41%
- **Strongly Disapprove**: 6%
- **Somewhat Disapprove**: 16%

**TOTAL APPROVE**: 55%

**TOTAL DISAPPROVE**: 22%

**UNSURE, NO OPINION**: 23%

**TOTAL APPROVE**

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Strongly Approve</th>
<th>Somewhat Approve</th>
<th>Strongly Disapprove</th>
<th>Somewhat Disapprove</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-34</td>
<td>45%</td>
<td>34%</td>
<td>21%</td>
<td>22%</td>
</tr>
<tr>
<td>35-44</td>
<td>55%</td>
<td>51%</td>
<td>24%</td>
<td>26%</td>
</tr>
<tr>
<td>45-54</td>
<td>51%</td>
<td>58%</td>
<td>26%</td>
<td>24%</td>
</tr>
<tr>
<td>55-64</td>
<td>58%</td>
<td>64%</td>
<td>22%</td>
<td>20%</td>
</tr>
<tr>
<td>65+</td>
<td>64%</td>
<td>15%</td>
<td>15%</td>
<td>21%</td>
</tr>
</tbody>
</table>
Do you approve or disapprove of the job the Timnath Mayor and Town Council are doing?

- Strongly Approve: 14%
- Somewhat Approve: 41%
- Strongly Disapprove: 6%
- Somewhat Disapprove: 16%

*Among 324 respondents where neighborhood is known.

*Timnath, CO Residents Survey, 549n, +/-3.78, March 2018*
Do you approve or disapprove of the job the Timnath Mayor and Town Council are doing?

- **Strongly Approve**: 14%
- **Somewhat Approve**: 41%
- **Strongly Disapprove**: 6%
- **Somewhat Disapprove**: 16%

---

**Length of Years Lived in Timnath**

- **Less than one year**: 33% Approve, 2% Disapprove, 65% Unsure/No Opinion
- **One to three years**: 55% Approve, 18% Disapprove, 27% Unsure/No Opinion
- **Three to five years**: 61% Approve, 25% Disapprove, 14% Unsure/No Opinion
- **More than five years**: 57% Approve, 32% Disapprove, 12% Unsure/No Opinion
BUDGETING FOR OBJECTIVES
**Budgeting for Objectives**

“As you may know, the Town Council uses a process called ‘budgeting for objectives.’ This allows the Council to see how budget expenditures align with strategic goals of the Town.

The following are the budget objectives with a description of each one. Please rank with ‘1’ being the highest priority to you and your family and ‘6’ being the lowest priority.”
Budgeting for Objectives

Public Safety: “A community that is and feels safe and secure anytime, anywhere.”

Responsible Governance: “A well-managed forward-thinking and collaborative government with intelligent use of its human and financial resources.”

Economic Vitality: “A well planned and branded community which is pro-business with diverse employment opportunities, a forward-thinking community proactively investing in infrastructure in order to build a Town that is a leader in Northern Colorado and a home for all ages for a lifetime.”

Transportation: “An integrated community connected by a system of roadways and trails to easily move people and goods to their destinations.”

Attractive and Sustainable Environment: “A distinctive and well-designed community that is clean, green, and serene.”

Enriched Community: “A community which reflects its history, ambience, and historical agricultural uses while promoting a culture of social belonging and healthy well-being.”
Budgeting for Objectives
Score out of 6

- Public Safety: 4.74
- Responsible Governance: 3.83
- Economic Vitality: 3.60
- Transportation: 3.46
- Attractive and Sustainable Environment: 3.09
- Enriched Community: 2.29
Budgeting for Objectives:
First Choice %

- Public Safety: 41%
- Economic Vitality: 19%
- Responsible Governance: 18%
- Transportation: 12%
- Attractive and Sustainable Environment: 6%
- Enriched Community: 4%
Budgeting for Objectives: First Choice %

- Public Safety: Women 44%, Men 37%
- Economic Vitality: Women 14%, Men 24%
- Responsible Governance: Women 17%, Men 18%
- Transportation: Women 12%, Men 13%
- Attractive Sustainable Environment: Women 7%, Men 6%
- Enriched Community: Women 6%, Men 3%
Budgeting for Objectives: First Choice %

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Public Safety</th>
<th>Economic Vitality</th>
<th>Responsible Governance</th>
<th>Transportation</th>
<th>Attractive Sustainable Environment</th>
<th>Enriched Community</th>
</tr>
</thead>
<tbody>
<tr>
<td>65+</td>
<td>32%</td>
<td>12%</td>
<td>28%</td>
<td>18%</td>
<td>9%</td>
<td>1%</td>
</tr>
<tr>
<td>55-64</td>
<td>39%</td>
<td>17%</td>
<td>24%</td>
<td>12%</td>
<td>2%</td>
<td>6%</td>
</tr>
<tr>
<td>45-54</td>
<td>43%</td>
<td>22%</td>
<td>18%</td>
<td>10%</td>
<td>4%</td>
<td>3%</td>
</tr>
<tr>
<td>35-44</td>
<td>44%</td>
<td>22%</td>
<td>10%</td>
<td>12%</td>
<td>6%</td>
<td>5%</td>
</tr>
<tr>
<td>18-34</td>
<td>44%</td>
<td>24%</td>
<td>13%</td>
<td>3%</td>
<td>6%</td>
<td>1%</td>
</tr>
</tbody>
</table>
Budgeting for Objectives: First Choice %

*Among 324 respondents where neighborhood is known.

- **Wild Wing**: 29% Public Safety, 29% Economic Vitality, 25% Responsible Governance, 8% Transportation, 8% Enriched Community
- **West Village**: 53% Public Safety, 18% Economic Vitality, 11% Responsible Governance, 8% Transportation, 11% Enriched Community
- **Timnath South**: 50% Public Safety, 15% Economic Vitality, 17% Responsible Governance, 7% Transportation, 7% Enriched Community
- **Timnath Ranch**: 59% Public Safety, 18% Economic Vitality, 6% Responsible Governance, 9% Transportation, 9% Enriched Community
- **Summer Fields**: 38% Public Safety, 25% Economic Vitality, 13% Responsible Governance, 19% Transportation, 6% Enriched Community
- **Serrato Ga Falls**: 38% Public Safety, 25% Economic Vitality, 25% Responsible Governance, 13% Transportation, 13% Enriched Community
- **Old Town**: 19% Public Safety, 23% Economic Vitality, 35% Responsible Governance, 12% Transportation, 12% Enriched Community
- **Harmony**: 32% Public Safety, 21% Economic Vitality, 18% Responsible Governance, 26% Transportation, 4% Enriched Community
Budgeting for Objectives: First Choice %

- **MORE THAN FIVE**
  - Public Safety: 39%
  - Economic Vitality: 16%
  - Responsible Governance: 21%
  - Transportation: 16%
  - Attractive Sustainable Environment: 4%
  - Enriched Community: 4%

- **THREE-FIVE**
  - Public Safety: 41%
  - Economic Vitality: 18%
  - Responsible Governance: 17%
  - Transportation: 13%
  - Attractive Sustainable Environment: 8%
  - Enriched Community: 4%

- **ONE-THREE**
  - Public Safety: 35%
  - Economic Vitality: 25%
  - Responsible Governance: 18%
  - Transportation: 10%
  - Attractive Sustainable Environment: 6%
  - Enriched Community: 6%

- **LESS THAN ONE**
  - Public Safety: 57%
  - Economic Vitality: 14%
  - Responsible Governance: 11%
  - Transportation: 6%
  - Attractive Sustainable Environment: 8%
  - Enriched Community: 3%
Budgeting for Objectives:
Second Choice %

- Public Safety: 23%
- Responsible Governance: 22%
- Transportation: 18%
- Attractive and Sustainable Environment: 15%
- Economic Vitality: 15%
- Enriched Community: 6%
RANKING OF PROJECT CATEGORIES
Ranking of Project Categories

“The following are general categories of projects. Please rank them in terms of priority with ‘1’ being most important to you and your family and ‘5’ being least important. We will ask you to rank specific projects later in the survey.”
Ranking of Project Categories

**Public Safety** These expenditures include expanding police staff to reach 24 hour a day coverage and the associated costs to support this effort. This also includes the eventual hiring of a School Resource Officer rather than contracting a shared position with other communities via the Larimer County Sheriff’s office.

**General Construction Projects** Construction of roads, railroad crossing improvements and other fundamental infrastructure.

**Park and Trail Improvements** These will include such items as the construction of the second phase of the Community Park in Timnath Ranch, development of a Town park adjacent to Bethke Elementary, trails at the Timnath Reservoir, Wildwing Park, and the park adjacent to the pond by Walmart.

**Economic Development Opportunity** This category includes expenditures needed to attract retailers and restaurants. These include outreach to key businesses, market and demographic research, and material presentation to attract desired services for residents and additional revenues in a competitive marketplace.

**Timnath Community Building Events** These include events such as the Town Cleanup and Appreciation Day, the Summer BBQ, the Summer Concert Series, the 4th of July Celebration, the Taste in Timnath Fall Festival and 5k, and the Holiday Lighting Festival. For this question, assume that the Town itself does not provide alcohol, and that the events are continuing to move towards being fully sponsored or self-supporting.
Ranking of Project Categories
Score out of 6

- Public Safety: 4.60
- General Construction: 4.52
- Park and Trail Improvements: 3.93
- Economic Development Opportunity: 3.63
- Timnath Community Building Events: 2.98
Ranking of Project Categories
First Choice %

- Public Safety: 35%
- General Construction: 32%
- Economic Development Opportunity: 15%
- Park and Trail Improvements: 14%
- Timnath Community Building Events: 4%
Ranking of Project Categories
First Choice %

Women:
- Public Safety: 36%
- Economic Development Opportunity: 31%
- Park and Trail Improvements: 13%
- Community Building Events: 15%
- General Construction Projects: 5%

Men:
- Public Safety: 31%
- Economic Development Opportunity: 32%
- Park and Trail Improvements: 18%
- Community Building Events: 13%
- General Construction Projects: 3%
Ranking of Project Categories
First Choice %

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Public Safety</th>
<th>General Construction Projects</th>
<th>Economic Development Opportunity</th>
<th>Park and Trail Improvements</th>
<th>Community Building Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>65+</td>
<td>30%</td>
<td>52%</td>
<td>10%</td>
<td>6%</td>
<td>1%</td>
</tr>
<tr>
<td>55-64</td>
<td>28%</td>
<td>37%</td>
<td>13%</td>
<td>13%</td>
<td>5%</td>
</tr>
<tr>
<td>45-54</td>
<td>40%</td>
<td>28%</td>
<td>16%</td>
<td>12%</td>
<td>3%</td>
</tr>
<tr>
<td>35-44</td>
<td>37%</td>
<td>21%</td>
<td>17%</td>
<td>20%</td>
<td>3%</td>
</tr>
<tr>
<td>18-34</td>
<td>35%</td>
<td>18%</td>
<td>24%</td>
<td>11%</td>
<td>11%</td>
</tr>
</tbody>
</table>
Ranking of Project Categories
First Choice %

*Among 324 respondents where neighborhood is known.
Ranking of Project Categories
First Choice %

- **MORE THAN FIVE**
  - Public Safety: 32%
  - Economic Development Opportunity: 39%
  - General Construction Projects: 10%
  - Park and Trail Improvements: 16%
  - Community Building Events: 2%

- **THREE-FIVE**
  - Public Safety: 32%
  - Economic Development Opportunity: 34%
  - General Construction Projects: 17%
  - Park and Trail Improvements: 10%
  - Community Building Events: 5%

- **ONE-THREE**
  - Public Safety: 35%
  - Economic Development Opportunity: 24%
  - General Construction Projects: 20%
  - Park and Trail Improvements: 16%
  - Community Building Events: 5%

- **LESS THAN ONE**
  - Public Safety: 43%
  - Economic Development Opportunity: 17%
  - General Construction Projects: 16%
  - Park and Trail Improvements: 14%
  - Community Building Events: 8%
Ranking of Project Categories
Second Choice %

- General Construction: 26%
- Public Safety: 25%
- Park and Trail Improvements: 23%
- Economic Development Opportunity: 14%
- Timnath Community Building Events: 9%
RANKING OF ROADWAY AND OTHER INFRASTRUCTURE PROJECTS
Ranking of Roadway and Other Infrastructure Projects

“Please rank the following projects in order of priority with ‘1’ being the most important and ‘8’ being the least important.”
**Ranking of Roadway and Other Infrastructure Projects**

**Three Bell Railroad Crossing**  This project will remove the stop signs, install a restricted railroad crossing and create a “quiet zone” crossing where train horns are eliminated. (Currently budgeted for safety reasons and is required by the railroad.) Current Budget: $500,000.

**Extension of Harmony Road.**  This will extend the four lane Harmony Road section to Latham Parkway/County Road 1, Timnath’s eastern border. Anticipated Project Cost: $7.3 million.

**Latham Parkway and Harmony Intersection**  This project includes the installation of a traffic signal at the intersection of Harmony Road and Latham Parkway. This is a collaborative project with the Town of Windsor and the adjacent developments. The Town of Timnath will take the lead and seek reimbursement for proportionate shares from Windsor and the adjacent developments. (Currently budgeted for safety reasons) Anticipated project cost: $500,000.

**Timnath Parkway**  This project is approximately one mile of a two-lane arterial from Harmony Road to Buss Grove Road. The improvements include a landscaped center median, bike lanes, and a new railroad crossing. The Timnath Parkway will move through-traffic to the east of Old Town and around Main Street for this segment. This project has been in the plans for many years. (Currently obligated and budgeted.) Current Budget: $5.6 Million.
Ranking of Roadway and Other Infrastructure Projects
(continued)

Prospect Road Improvements Adjacent to High School Site. Poudre School District is slated to build a junior high/high school combination at Prospect Road and Main Street. These improvements will complete the north side of Prospect to match the construction the School District is installing. Anticipated project cost: $1.1 million.

Improving Main Street/County Road 5 South of Harmony Road. This includes realignment of the road and new bridge construction over the Poudre River. Anticipated Project Cost: $5.2 million.

Buss Grove Road. Buss Grove Road or County Road 40 improvements from the new Landings Development to Latham Parkway/County Road 1 to improve a two-lane road including the addition of bike lanes per the Town’s Transportation Plan. Anticipated Project Cost: $3.6 million.

Latham Parkway/County Road 1 to Highway 14/Mulberry. This will improve a rural road to improved standards including bike lanes on Timnath’s eastern border. Anticipated Project Cost: $4.75 million.
Ranking of Roadway and Other Infrastructure Projects
Score out of 8

- Three Bell Railroad Crossing: 6.01
- Extension of Harmony Road: 5.83
- Latham Parkway/ Harmony Intersection: 5.06
- Timnath Parkway: 4.38
- Prospect Road Improvements Adjacent to HS site: 4.21
- Improving Main Street/CR5 South of Harmony: 3.77
- Buss Grove Road: 3.48
- Latham Parkway/CR 1to Hwy 14/Mulberry: 3.27
Ranking of Roadway and Other Infrastructure Projects

First Choice %

<table>
<thead>
<tr>
<th>Project Description</th>
<th>First Choice %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Bell Railroad Crossing</td>
<td>37%</td>
</tr>
<tr>
<td>Extension of Harmony Road</td>
<td>35%</td>
</tr>
<tr>
<td>Latham Parkway/Harmony Intersection</td>
<td>8%</td>
</tr>
<tr>
<td>Timnath Parkway</td>
<td>8%</td>
</tr>
<tr>
<td>Prospect Road Improvements Adjacent to HS site</td>
<td>5%</td>
</tr>
<tr>
<td>Improving Main Street/CR5 South of Harmony</td>
<td>3%</td>
</tr>
<tr>
<td>Buss Grove Road</td>
<td>2%</td>
</tr>
<tr>
<td>Latham Parkway/CR 1 to Hwy 14/Mulberry</td>
<td>2%</td>
</tr>
</tbody>
</table>
Ranking of Roadway and Other Infrastructure Projects
First Choice %

<table>
<thead>
<tr>
<th>Project</th>
<th>Women</th>
<th>Men</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Bell RR Crossing</td>
<td>38%</td>
<td>36%</td>
</tr>
<tr>
<td>Timnath PKWY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prospect Road Improvements Adjacent HS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buss Grove Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extension Harmony Rd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Latham PKWY Harmony Interseciton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improve Main Street CR5 South Harmony Rd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Latham PKWY CR1 to HWY14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Ranking of Roadway and Other Infrastructure Projects
First Choice %

- THREE BELL RR CROSSING
- TIMNATH PKWY
- PROSPECT ROAD IMPROVEMENTS ADJ ACENT HS
- BUSS GROVE ROAD
- EXTENSION HARMONY RD
- LATHAM PKWY HARMONY INTERSECTION
- IMPROVE MAIN STREET CR5 SOUTH HARMONY RD
- LATHAM PKWY CR1 TO HWY14
Ranking of Roadway and Other Infrastructure Projects

First Choice %

- WILD WING: 13% (THREE BELL RR CROSSING), 38% (HARMONY), 8% (TIMNATH PKWY), 13% (OLD TOWN), 4% (SERRA TOGA FALLS), 4% (SUMMER FIELDS), 21% (TIMNATH SOUTH), 2% (TIMNATH RANCH), 6% (TIMNATH SOUTH), 15% (TIMNATH SOUTH), 2% (TIMNATH SOUTH)

- WEST VILLAGE: 71% (TIMNATH PKWY), 13% (TIMNATH SOUTH), 8% (TIMNATH SOUTH), 3% (TIMNATH SOUTH), 3% (TIMNATH SOUTH)

- TIMNATH SOUTH: 60% (TIMNATH PKWY), 26% (TIMNATH PKWY), 2% (TIMNATH PKWY), 6% (TIMNATH PKWY), 5% (TIMNATH PKWY), 2% (TIMNATH PKWY)

- TIMNATH RANCH: 15% (HARMONY), 68% (HARMONY), 3% (HARMONY), 6% (HARMONY), 6% (HARMONY), 3% (HARMONY)

- SUMMER FIELDS: 25% (HARMONY), 19% (HARMONY), 13% (HARMONY), 13% (HARMONY), 6% (HARMONY), 25% (HARMONY)

- SERRA TOGA FALLS: 13% (HARMONY), 25% (HARMONY), 50% (HARMONY), 13% (HARMONY), 13% (HARMONY)

- OLD TOWN: 12% (HARMONY), 8% (HARMONY), 46% (HARMONY), 8% (HARMONY), 12% (HARMONY), 12% (HARMONY), 4% (HARMONY)

- HARMONY: 11% (HARMONY), 79% (HARMONY), 2% (HARMONY), 9% (HARMONY)

*Among 324 respondents where neighborhood is known.
Ranking of Roadway and Other Infrastructure Projects
First Choice %

- **MORE THAN FIVE**
  - 28%
  - 36%
  - 13%
  - 9%
  - 7%
  - 2%
  - 2%

- **THREE-FIVE**
  - 39%
  - 37%
  - 6%
  - 6%
  - 5%
  - 3%
  - 1%

- **ONE-THREE**
  - 41%
  - 35%
  - 6%
  - 6%
  - 6%
  - 5%
  - 1%

- **LESS THAN ONE**
  - 44%
  - 30%
  - 2%
  - 11%
  - 5%
  - 3%
  - 3%

Legend:
- **THREE BELL RR CROSSING**
- **TIMNATH PKWY**
- **PROSPECT ROAD IMPROVEMENTS ADJACENT HS**
- **BUSS GROVE ROAD**
- **EXTENSION HARMONY RD**
- **LATHAM PKWY HARMONY INTERSECTION**
- **IMPROVE MAIN STREET CR5 SOUTH HARMONY RD**
- **LATHAM PKWY CR1 TO HWY14**
Ranking of Roadway and Other Infrastructure Projects
Second Choice %

- Latham Parkway/ Harmony Intersection: 23%
- Three Bell Railroad Crossing: 20%
- Extension of Harmony Road: 18%
- Prospect Road Improvements Adjacent to HS site: 13%
- Timnath Parkway: 11%
- Improving Main Street/ CR 5 South of Harmony: 6%
- Buss Grove Road: 5%
- Latham Parkway/ CR 1 to Hwy 14/ Mulberry: 4%
RANKING OF BUILDING PROJECTS
Ranking of Building Projects

“The following projects are construction projects that are needed in response to the Town’s growth. Please rank the following projects in order of priority with ‘1’ being the most important and ‘3’ being the least important.”
Ranking of Building Projects

**Police Department Facility.** A new police building has been slated for the year 2021. The security and other needs of a police department are unique and as Timnath grows so does the need for police and secure space. The land is located south of the fire station and is owned by the Town. The current building at 4800 Goodman would convert to a full public works building. Anticipated Project Cost: $5 million.

**Recreation Center.** A recreation center has long been in the Town’s plans. Its proposed location is the park land adjacent to Bethke Elementary School. The facility would include gym, programmed space and pool. Anticipated Project Cost: $5 million.

**Timnath Town Center.** The current building is a metal building located at 4800 Goodman and there is no room for growth or community space. In order to increase police staff to provide 24/7 coverage and provide additional space for public works, administrative staff (which includes approximately 15 people) will need to relocate to a new building to allow for police growth and public works. Additionally, the new space would allow for community usage and will include a potential library kiosk and book hold pick up. See the website for more information, but the center will also have approximately 48% of public use space for residents to hold community events or for personal use, such as a family reunion or neighborhood gathering. Anticipated Project Cost: $6.5 million.
Ranking of Building Projects
Score out of 3

Police Department Facility: 2.28
Recreation Center: 1.93
Timnath Town Center: 1.78
Ranking of Building Projects
First Choice %

- Police Department Facility: 46%
- Recreation Center: 35%
- Timnath Town Center: 19%
**Ranking of Building Projects**

First Choice %

<table>
<thead>
<tr>
<th>Project</th>
<th>Men</th>
<th>Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Department</td>
<td>42%</td>
<td>49%</td>
</tr>
<tr>
<td>Recreation Center</td>
<td>36%</td>
<td>34%</td>
</tr>
<tr>
<td>Town Center</td>
<td>22%</td>
<td>17%</td>
</tr>
</tbody>
</table>

Timnath, CO Residents Survey, 549n, +/-3.78, March 2018
Ranking of Building Projects
First Choice %

- **65+**: 69% (Police Department), 5% (Recreation Center), 26% (Town Center)
- **55-64**: 50% (Police Department), 25% (Recreation Center), 25% (Town Center)
- **45-54**: 39% (Police Department), 39% (Recreation Center), 22% (Town Center)
- **35-44**: 35% (Police Department), 49% (Recreation Center), 16% (Town Center)
- **18-34**: 32% (Police Department), 56% (Recreation Center), 11% (Town Center)
**Ranking of Building Projects**

**First Choice %**

- **Wild Wing**: 71% (13% Police Department, 17% Recreation Center)
- **West Village**: 45% (42% Recreation Center, 13% Town Center)
- **Timnath South**: 39% (37% Recreation Center, 24% Town Center)
- **Timnath Ranch**: 24% (74% Recreation Center, 3% Town Center)
- **Summer Fields**: 50% (31% Recreation Center, 19% Town Center)
- **Serrataoga Falls**: 25% (38% Recreation Center, 38% Town Center)
- **Old Town**: 58% (31% Recreation Center, 12% Town Center)
- **Harmony**: 68% (9% Recreation Center, 23% Town Center)

*Among 324 respondents where neighborhood is known.*
Ranking of Building Projects
First Choice %

MORE THAN FIVE
- Police Department: 47%
- Recreation Center: 31%
- Town Center: 22%

THREE-FIVE
- Police Department: 46%
- Recreation Center: 33%
- Town Center: 21%

ONE-THREE
- Police Department: 44%
- Recreation Center: 38%
- Town Center: 18%

LESS THAN ONE
- Police Department: 41%
- Recreation Center: 44%
- Town Center: 14%
Ranking of Building Projects
Second Choice %

- Timnath Town Center: 39%
- Police Department Facility: 37%
- Recreation Center: 24%
RANKING PARKS AND TRAILS DEVELOPMENT
Ranking Parks and Trails Development

“The Town has planned for multiple parks and recreation improvements. The money for these park improvements is specifically collected for that purpose from impact fees on new developments and is restricted and can only be spent on park or recreation projects. These funds do not cover all the costs for these projects. Please rank the following projects in order of priority with “1” being the most important and “10” being the least important.”
Ranking Parks and Trails Development

I-25 Underpass for Poudre River Trail. As I-25 is widened, a new underpass will be constructed to connect the Poudre River Trail in Timnath to Fort Collins. Cost: $50,000 (Obligated.)

Timnath Reservoir Trail and Park. This is a multi-year phased project build out of the 2017 Reservoir Master Plan. The project includes shoreline improvements, a beach area, restroom building, pavilion, picnic areas, fishing piers, wildlife viewing areas, trails around the reservoir and connections to various portions of the park. Anticipated Cost: $300,000.

TROC Trail. This Trail will extend from Harmony Road southward to connect to the Community Park and neighborhoods and ultimately to the Windsor connection of Poudre Trail. The connection for this trail under Harmony Road has already been constructed. Anticipated Project Cost: $700,000.

Community Park. The Town community park in Timnath Ranch has a second phase that has been planned, but not fully designed. This project will include the completion of approximately 10 additional acres to the south of the current park and includes courts, tur fields, a dog park, and trails along with additional playground areas. Anticipated Project Cost: $2.8 million.

General Trail Improvements. This project will allow for trail extension and repairs. Cost: Ranges from $150,000-$250,000 per year over a five-year plan.
Ranking Parks and Trails Development (continued)

**Park and Recreation Center.** A recreation center has long been in the Town’s plans. Its proposed location is the park land adjacent to Bethke Elementary School. The facility would include a gym, programmed space and a pool. Anticipated Project Cost: $5 million.

**General Park Development.** This item will allow for smaller, miscellaneous improvements over multiple years to parks and may include purchase of play equipment, picnic tables, and general park amenities. Cost: $75,000 per year.

**Park Improvement at Bethke Elementary.** This project would develop the land adjacent to Bethke Elementary with standard park improvements such as play areas, picnic areas, etc. Anticipated Project Cost: $2.6 million.

**Future 80 Acre Park.** The Parks, Recreation, Open Space and Trails Plan (PROST Plan) calls for a future 80-acre park with ball fields and associated amenities. Please see the PROST plan for more details located on the Town website. Cost: $3.19 million.

**Wildwing Park.** This park, located in Wildwing Subdivision is currently only partially developed. This park is scheduled to undergo a Master Planning process to determine the rest of the build out of the park beyond the existing soccer field. Anticipated Project Cost: $1.7 million.
Ranking Parks and Trails Development
Score out of 10

<table>
<thead>
<tr>
<th>Project</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-25 Underpass for Poudre River Trail</td>
<td>6.98</td>
</tr>
<tr>
<td>Timnath Reservoir Trail and Park</td>
<td>6.52</td>
</tr>
<tr>
<td>TROC Trail</td>
<td>6.24</td>
</tr>
<tr>
<td>Community Park</td>
<td>6.23</td>
</tr>
<tr>
<td>General Trail Improvements</td>
<td>6.09</td>
</tr>
<tr>
<td>Park and Recreation Center</td>
<td>5.80</td>
</tr>
<tr>
<td>General Park Developments</td>
<td>5.60</td>
</tr>
<tr>
<td>Park Improvement at Bethke Elementary</td>
<td>4.81</td>
</tr>
<tr>
<td>Future 80 Acre Park</td>
<td>3.91</td>
</tr>
<tr>
<td>WildWing Park</td>
<td>2.83</td>
</tr>
</tbody>
</table>
Ranking Parks and Trails Development
First Choice %

- I-25 Underpass for Poudre River Trail: 25%
- Park and Recreation Center: 18%
- Community Park: 16%
- General Park Developments: 14%
- Timnath Reservoir Trail and Park: 13%
- TROC Trail: 5%
- General Trail Improvements: 4%
- Park Improvement at Bethke Elementary: 2%
- Future 80 Acre Park: 2%
- WildWing Park: 1%
Ranking Parks and Trails Development
First Choice %

- **I-25 Underpass for Poudre River Trail**: 25%
- **Community Park**: 18%
- **Timnath Reservoir Trail Park**: 17%
- **Troc Trail**: 15%
- **General Park Development**: 15%
- **General Trail Improvements**: 14%
- **Park Improvement Bethke Elementary**: 6%
- **Future 80-Acre Park**: 3%
- **Wildwing Park**: 2%

WOMEN:
- 25%
- 18%
- 17%
- 13%
- 11%
- 4%
- 5%
- 2%
- 2%
- 2%

MEN:
- 25%
- 18%
- 15%
- 15%
- 14%
- 6%
- 3%
- 2%
- 2%
- 1%
- 1%
Ranking Parks and Trails Development

First Choice %

*Among 324 respondents where neighborhood is known.

- **WILD WING**: 33% I25 UNDERPASS FOR POUDRE RIVER TRAIL
- **WEST VILLAGE**: 18% COMMUNITY PARK
- **TIMNATH SOUTH**: 21% TIMNATH RESERVOIR TRAIL PARK
- **TIMNATH RANCH**: 6% GENERAL TRAIL IMPROVEMENTS
- **SUMMER FIELDS**: 38% PARK AND REC CENTER
- **SERRATOGA FALLS**: 25% GENERAL PARK DEVELOPMENT
- **OLD TOWN**: 58% TROC TRAIL
- **HARMONY**: 33% FUTURE 80-ACRE PARK

Timnath, CO Residents Survey, 549n, +/-3.78, March 2018
Ranking Parks and Trails Development

First Choice %

MORE THAN FIVE
- I-25 UNDERPASS FOR Poudre River Trail: 29%
- Community Park: 17%
- Timnath Reservoir Trail Park: 14%
- General Park Development: 16%
- Timnath Rec Center: 12%
- General Trail Improvements: 4%
- Future 80-Acre Park: 3%
- Wildwing Park: 2%

THREE-FIVE
- I-25 UNDERPASS FOR Poudre River Trail: 29%
- Community Park: 14%
- Timnath Reservoir Trail Park: 18%
- General Park Development: 14%
- Timnath Rec Center: 10%
- General Trail Improvements: 8%
- Future 80-Acre Park: 6%
- Wildwing Park: 1%

ONE-THREE
- I-25 UNDERPASS FOR Poudre River Trail: 18%
- Community Park: 24%
- Timnath Reservoir Trail Park: 16%
- General Park Development: 14%
- Timnath Rec Center: 16%
- General Trail Improvements: 2%
- Future 80-Acre Park: 3%
- Wildwing Park: 1%

LESS THAN ONE
- I-25 UNDERPASS FOR Poudre River Trail: 13%
- Community Park: 19%
- Timnath Reservoir Trail Park: 21%
- General Park Development: 10%
- Timnath Rec Center: 14%
- General Trail Improvements: 8%
- Future 80-Acre Park: 5%
- Wildwing Park: 6%
Ranking Parks and Trails Development
Second Choice %

- TR OC Trail: 17%
- I-25 Underpass for Poudre River Trail: 17%
- Timnath Reservoir Trail and Park: 15%
- General Trail Improvements: 11%
- Community Park: 11%
- Park and Recreation Center: 8%
- Park Improvement of Bethke: 8%
- General Park Developments: 6%
- Future 80 Acre Park: 5%
- WildWing Park: 2%
RANKING COMMUNITY BUILDING EVENTS
Ranking Community Building Events

“Historically the Town has sponsored these events and has garnered sponsorships from regional businesses. As of the preparation of this survey, the Town has raised over $120,000 for the Fourth of July celebration alone, in addition to other sponsorships, and ultimately will seek sponsorships to cover all or most of the events. The Town will also consider some entry fee for events if needed to move toward the events being self-sustaining, either through sponsorships or fees by those who enjoy the events. For 2017, the Town events represent less than 2% of the overall budget and cost approximately $111 per resident annually for all the events scheduled in 2017. The main goal however is having these events become self-sustaining in the very near future.

Additionally, the Town will no longer pay or subsidize for alcohol, and if available will be sold through other entities as a donation or a charge by a vendor. Given those parameters, please rank the events in order of importance with ‘1’ being the most important and ‘6’ being the least important.”
Ranking Community Building Events

Fourth of July Celebration. This event, held at the Timnath Reservoir, may be limited in 2018. There will likely be no bands or children activities. Cost 2017: $118,000.

Town Cleanup and Appreciation Day. This Town resident only event is held on or near Earth Day each year and gives residents the opportunity to dispose or donate household items. Cost 2017: $25,000.

Holiday Lighting Festival. Held the first Friday in December, it includes Santa, carriage rides, soups/chili and other children activities. Cost 2017: $75,000.

Summer Town BBQ. This is again, a Town resident only event held at the beginning of the summer. It provides food and fun for Timnath families as well as a movie night in the park. Cost 2017: $42,000.

Summer Concert Series. The series includes three concerts in the park. Cost 2017: $40,000.

Taste in Timnath Fall Festival and 5k. This celebration is held each fall and includes children activities, music, hay wagon rides, vendors and a 5K. We charge for admission and the 5K entry fee. Cost 2017: $127,000.
Ranking Community Building Events
Score out of 6

<table>
<thead>
<tr>
<th>Event</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth of July Celebration</td>
<td>3.92</td>
</tr>
<tr>
<td>Town Cleanup and Appreciation Day</td>
<td>3.54</td>
</tr>
<tr>
<td>Holiday Lighting Festival</td>
<td>3.52</td>
</tr>
<tr>
<td>Summer Town BBQ</td>
<td>3.52</td>
</tr>
<tr>
<td>Summer Concert Series</td>
<td>3.46</td>
</tr>
<tr>
<td>Taste of Timnath Fall Festival and 5K</td>
<td>3.03</td>
</tr>
</tbody>
</table>
Ranking Community Building Events
First Choice %

- Fourth of July Celebration: 31%
- Town Cleanup and Appreciation Day: 26%
- Summer Concert Series: 15%
- Summer Town BBQ: 11%
- Taste of Timnath Fall Festival and 5K: 9%
- Holiday Lighting Festival: 8%
Ranking Community Building Events
First Choice %

Women
- Fourth of July Celebration: 28%
- Town Cleanup Appreciation Day: 26%
- Summer Concert Series: 18%
- Summer Town BBQ: 10%
- Taste in Timnath Fall Festival 5K: 9%
- Holiday Lighting Festival: 9%

Men
- Fourth of July Celebration: 33%
- Town Cleanup Appreciation Day: 27%
- Summer Concert Series: 13%
- Summer Town BBQ: 11%
- Taste in Timnath Fall Festival 5K: 8%
- Holiday Lighting Festival: 7%
Ranking Community Building Events

First Choice %

- **FOURTH OF JULY CELEBRATION**
  - 65+: 26%
  - 55-64: 32%
  - 45-54: 38%
  - 35-44: 27%
  - 18-34: 39%

- **TOWN CLEANUP APPRECIATION DAY**
  - 65+: 45%
  - 55-64: 30%
  - 45-54: 23%
  - 35-44: 20%
  - 18-34: 5%

- **SUMMER CONCERT SERIES**
  - 65+: 10%
  - 55-64: 16%
  - 45-54: 18%
  - 35-44: 18%
  - 18-34: 13%

- **SUMMER TOWN BBQ**
  - 65+: 8%
  - 55-64: 8%
  - 45-54: 7%
  - 35-44: 6%
  - 18-34: 8%

- **TASTE IN TIMNATH FALL FESTIVAL 5K**
  - 65+: 5%
  - 55-64: 13%
  - 45-54: 18%
  - 35-44: 18%
  - 18-34: 15%

- **HOLIDAY LIGHTING FESTIVAL**
  - 65+: 6%
  - 55-64: 8%
  - 45-54: 12%
  - 35-44: 15%
  - 18-34: 11%
# Ranking Community Building Events

## First Choice %

*Among 324 respondents where neighborhood is known.*

<table>
<thead>
<tr>
<th>Event</th>
<th>WILD WING</th>
<th>WEST VILLAGE</th>
<th>TIMNATH SOUTH</th>
<th>TIMNATH RANCH</th>
<th>SUMMER FIELDS</th>
<th>SERRATOGA FALLS</th>
<th>OLD TOWN</th>
<th>HARMONY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth of July Celebration</td>
<td>33%</td>
<td>24%</td>
<td>25%</td>
<td>24%</td>
<td>44%</td>
<td>50%</td>
<td>4%</td>
<td>60%</td>
</tr>
<tr>
<td>Town Cleanup Appreciation Day</td>
<td></td>
<td>29%</td>
<td>37%</td>
<td>27%</td>
<td>6%</td>
<td>13%</td>
<td>69%</td>
<td>25%</td>
</tr>
<tr>
<td>Summer Concert Series</td>
<td></td>
<td>13%</td>
<td>18%</td>
<td>18%</td>
<td>25%</td>
<td>13%</td>
<td>8%</td>
<td>9%</td>
</tr>
<tr>
<td>Summer Town BBQ</td>
<td></td>
<td>4%</td>
<td>14%</td>
<td>15%</td>
<td>13%</td>
<td>25%</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>Taste in Timnath Fall Festival 5K</td>
<td></td>
<td>8%</td>
<td>10%</td>
<td>15%</td>
<td>6%</td>
<td>6%</td>
<td>15%</td>
<td>4%</td>
</tr>
<tr>
<td>Holiday Lighting Festival</td>
<td></td>
<td>8%</td>
<td>6%</td>
<td>6%</td>
<td>6%</td>
<td>13%</td>
<td>8%</td>
<td>13%</td>
</tr>
</tbody>
</table>

- Fourth of July Celebration
- Town Cleanup Appreciation Day
- Summer Concert Series
- Summer Town BBQ
- Taste in Timnath Fall Festival 5K
- Holiday Lighting Festival

### Neighborhoods

- WILD WING
- WEST VILLAGE
- TIMNATH SOUTH
- TIMNATH RANCH
- SUMMER FIELDS
- SERRATOGA FALLS
- OLD TOWN
- HARMONY
Ranking Community Building Events

First Choice %

- **MORE THAN FIVE**
  - Fourth of July Celebration: 26%
  - Town Clean Up Appreciation Day: 37%
  - Summer Concert Series: 11%
  - Summer Town BBQ: 11%
  - Taste in Timnath Fall Festival 5K: 7%
  - Holiday Lighting Festival: 9%

- **THREE-FIVE**
  - Fourth of July Celebration: 31%
  - Town Clean Up Appreciation Day: 27%
  - Summer Concert Series: 14%
  - Summer Town BBQ: 11%
  - Taste in Timnath Fall Festival 5K: 8%
  - Holiday Lighting Festival: 9%

- **ONE-THREE**
  - Fourth of July Celebration: 35%
  - Town Clean Up Appreciation Day: 18%
  - Summer Concert Series: 22%
  - Summer Town BBQ: 10%
  - Taste in Timnath Fall Festival 5K: 8%
  - Holiday Lighting Festival: 8%

- **LESS THAN ONE**
  - Fourth of July Celebration: 33%
  - Town Clean Up Appreciation Day: 16%
  - Summer Concert Series: 17%
  - Summer Town BBQ: 13%
  - Taste in Timnath Fall Festival 5K: 16%
  - Holiday Lighting Festival: 5%
Ranking Community Building Events
First Choice %

- Holiday Lighting Festival: 22%
- Summer Town BBQ: 20%
- Summer Concert Series: 17%
- Fourth of July Celebration: 15%
- Taste of Timnath Fall Festival and 5K: 13%
- Town Cleanup and Appreciation Day: 12%
RANKING COMMUNITY REVITALIZATION
ECONOMIC VITALITY AND VISIONING
Ranking Community Revitalization Economic Vitality and Visioning

“The Town of Timnath, after public input, developed a vision for the community’s future and what it might look like in 20 years, and then captured the concept in ‘The Dreambook’ which can be found on the Town’s website.

In addition, our economic development efforts are also listed. These efforts include potential incentives for select desired retailers that the Town has targeted for locating in Timnath. Please rank the following in order of priority with ‘1’ being the most important and ‘4’ being the least important.”
Ranking Community Revitalization Economic Vitality and Visioning

**Retailer Incentives** Retailers like a King Soopers will not locate to Timnath without incentives such as road or utility infrastructure. This item will be dependent upon the specific opportunity and the Town’s desire for a particular retailer and its ultimate revenue opportunity for the town. Placeholder for potential opportunities $5 Million.

**Strategic Land Acquisition to implement The Dreambook Visioning** concepts to allow for the right commercial development aligned with the vision, and will ultimately be reimbursed to the town over time, including access to the Poudre River and connection to Old Town. Anticipated Project Cost: $3.125 Million.

**Strategic Land Acquisition to Preserve Timnath’s Future Opportunities within the Growth Management Area.** The Town has a master plan for our GMA area. It is the Town’s responsibility to manage that growth appropriately to maximize revenue opportunities and quality of development consistent with the Town vision. To do so, there may be land acquisitions necessary to preserve that vision. Placeholder for potential opportunities $3 Million.

**Artisan Market Development** This is a 17-acre parcel purchased by the Town and located directly to the east of Old Town. The intent is to have this developed by private entities primarily, but there will be some infrastructure needs and potential incentives to attract local new businesses to the area that will need to be supported by the Town to initiate the project. Cost: $3 Million.
Ranking Community Revitalization Economic Vitality and Visioning
Score out of 4

- Retailer Incentives: 2.80
- Strategic Land Acquisition, The Dreambook: 2.57
- Strategic Land Acquisition, Timnath Future: 2.45
- Artisan Market Development: 2.19
Ranking Community Revitalization Economic Vitality and Visioning
First Choice %

- Retailer Incentives: 41%
- Strategic Land Acquisition, The Dreambook: 21%
- Strategic Land Acquisition, Timnath Future: 21%
- Artisan Market Development: 17%
Ranking Community Revitalization Economic Vitality and Visioning
First Choice %

WOMEN

40% 21% 20% 18%

MEN

41% 22% 22% 15%

- RETAILER INCENTIVES
- STRATEGIC LAND ACQUISITION DREAM BOOK VISION
- STRATEGIC LAND ACQUISITION PRESERVE FUTURE GROWTH MANAGEMENT AREA
- ARTISAN MARKET
Ranking Community Revitalization Economic Vitality and Visioning:
First Choice %

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Retailer Incentives</th>
<th>Strategic Land Acquisition</th>
<th>Dream Book</th>
<th>Vision</th>
<th>Strategic Land Acquisition Preserve Future Growth Management Area</th>
<th>Artisan Market</th>
</tr>
</thead>
<tbody>
<tr>
<td>65+</td>
<td>33%</td>
<td>27%</td>
<td>27%</td>
<td>13%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-64</td>
<td>29%</td>
<td>21%</td>
<td>34%</td>
<td>16%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45-54</td>
<td>42%</td>
<td>16%</td>
<td>21%</td>
<td>21%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35-44</td>
<td>46%</td>
<td>23%</td>
<td>15%</td>
<td>16%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-34</td>
<td>56%</td>
<td>19%</td>
<td>8%</td>
<td>16%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Ranking Community Revitalization Economic Vitality and Visioning

First Choice %

*Among 324 respondents where neighborhood is known.

<table>
<thead>
<tr>
<th>Neighborhood</th>
<th>Retailer Incentives</th>
<th>Strategic Land Acquisition</th>
<th>Dreambook Vision</th>
<th>Strategic Land Acquisition Preserve Future Growth Management Area</th>
<th>Artisan Market</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wild Wing</td>
<td>25%</td>
<td>13%</td>
<td>54%</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td>West Village</td>
<td>53%</td>
<td></td>
<td>29%</td>
<td>11%</td>
<td>8%</td>
</tr>
<tr>
<td>Timnath South</td>
<td>46%</td>
<td>25%</td>
<td>15%</td>
<td>14%</td>
<td></td>
</tr>
<tr>
<td>Timnath Ranch</td>
<td>41%</td>
<td>18%</td>
<td>32%</td>
<td>9%</td>
<td></td>
</tr>
<tr>
<td>Summer Fields</td>
<td>50%</td>
<td>19%</td>
<td>13%</td>
<td>19%</td>
<td></td>
</tr>
<tr>
<td>Serratoga Falls</td>
<td>38%</td>
<td>25%</td>
<td>13%</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Old Town</td>
<td>19%</td>
<td>31%</td>
<td>23%</td>
<td>27%</td>
<td></td>
</tr>
<tr>
<td>Harmony</td>
<td>32%</td>
<td>16%</td>
<td>39%</td>
<td>14%</td>
<td></td>
</tr>
</tbody>
</table>

Timnath, CO Residents Survey, 549n, +/-3.78, March 2018
**Ranking Community Revitalization Economic Vitality and Visioning**

**First Choice %**

- **MORE THAN FIVE**
  - Retailer Incentives: 43%
  - Strategic Land Acquisition: 17%
  - Dream Book Vision: 23%
  - Preserve Future Growth Management Area: 17%

- **THREE-FIVE**
  - Retailer Incentives: 36%
  - Strategic Land Acquisition: 29%
  - Dream Book Vision: 21%
  - Preserve Future Growth Management Area: 14%

- **ONE-THREE**
  - Retailer Incentives: 43%
  - Strategic Land Acquisition: 16%
  - Dream Book Vision: 21%
  - Preserve Future Growth Management Area: 21%

- **LESS THAN ONE**
  - Retailer Incentives: 44%
  - Strategic Land Acquisition: 24%
  - Dream Book Vision: 19%
  - Preserve Future Growth Management Area: 13%
Ranking Community Revitalization Economic Vitality and Visioning
First Choice %

- Strategic Land Acquisition, The Dreambook: 31%
- Strategic Land Acquisition, Timnath Future: 26%
- Artisan Market Development: 22%
- Retailer Incentives: 21%
RESIDENT AWARENESS OF Poudre Valley Fire Protection District
Are you aware that the Poudre Valley Fire Protection District is an entity separate from the Town?

- **YES**: 76%
- **NO**: 22%
- **UNSURE, REFUSED**: 1%

**Gender Breakdown**

- **MEN**
  - YES: 76%
  - NO: 22%
  - UNSURE, REFUSED: 1%

- **WOMEN**
  - YES: 70%
  - NO: 29%
  - UNSURE, REFUSED: 2%
Are you aware that the Poudre Valley Fire Protection District is an entity separate from the Town?

- **YES**: 73%
- **NO**: 26%
- **UNSURE, REFUSED**: 1%

**Timnath, CO Residents Survey, 549n, +/-3.78, March 2018**

- **18-34**: 69% YES, 31% NO
- **35-44**: 76% YES, 22% NO
- **45-54**: 78% YES, 21% NO
- **55-64**: 66% YES, 30% NO
- **65+**: 70% YES, 30% NO
Are you aware that the Poudre Valley Fire Protection District is an entity separate from the Town?

*Among 324 respondents where neighborhood is known.*
Are you aware that the Poudre Valley Fire Protection District is an entity separate from the Town?

- **YES**: 73%
- **NO**: 26%
- **UNSURE, REFUSED**: 1%

---

**Length of Years Lived in Timnath**

- **LESS THAN ONE**
  - Yes: 60%
  - No: 38%
  - Unsure/Refused: 2%

- **ONE-THREE**
  - Yes: 67%
  - No: 32%
  - Unsure/Refused: 1%

- **THREE-FIVE**
  - Yes: 71%
  - No: 26%
  - Unsure/Refused: 3%

- **MORE THAN FIVE**
  - Yes: 84%
  - No: 15%
  - Unsure/Refused: 1%
RESIDENT AWARENESS OF METRO DISTRICT VS TOWN GOVERNMENT
Do you feel you understand the difference between Metropolitan Districts and the Town's role of governance and the associated taxes collected by each?
Do you feel you understand the difference between Metropolitan Districts and the Town's role of governance and the associated taxes collected by each?

Timnath, CO Residents Survey, 549n, +/-3.78, March 2018

Survey Results:

- **YES**: 37%
- **SOMEWHAT**: 31%
- **NO**: 30%
- **UNSURE, REFUSED**: 2%

Age Breakdown:

- **18-34**: 41%, 40%
- **35-44**: 31%, 26%
- **45-54**: 32%, 33%
- **55-64**: 35%, 33%
- **65+**: 29%, 36%
Do you feel you understand the difference between Metropolitan Districts and the Town's role of governance and the associated taxes collected by each?

- **YES**: 30%
- **SOMETHAT**: 37%
- **NO**: 31%
- **UNSURE, REFUSED**: 2%

*Among 324 respondents where neighborhood is known.*
Do you feel you understand the difference between Metropolitan Districts and the Town's role of governance and the associated taxes collected by each?

- **YES**
- **SO MEWHAT**
- **NO**
- **UNE SURE, REFUSED**

Timnath, CO Residents Survey, 549n, +/-3.78, March 2018

<table>
<thead>
<tr>
<th>Category</th>
<th>LESS THAN ONE</th>
<th>ONE-THREE</th>
<th>THREE-FIVE</th>
<th>MORE THAN FIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YES</strong></td>
<td>24%</td>
<td>21%</td>
<td>32%</td>
<td>41%</td>
</tr>
<tr>
<td><strong>SOMEWHAT</strong></td>
<td>27%</td>
<td>38%</td>
<td>41%</td>
<td>35%</td>
</tr>
<tr>
<td><strong>NO</strong></td>
<td>49%</td>
<td>40%</td>
<td>25%</td>
<td>21%</td>
</tr>
<tr>
<td><strong>UNSURE, REFUSED</strong></td>
<td>1%</td>
<td>2%</td>
<td>2%</td>
<td>3%</td>
</tr>
</tbody>
</table>
CONCLUSIONS AND SUGGESTED ACTION ITEMS
Conclusions and Suggested Action Items

This research project generated an enormous amount of quantitative and qualitative information about the viewpoints and opinions of Timnath residents and their town.

This research makes it relatively clear what a majority or plurality of Timnath residents want from their elected officials and town staff. Based on this research, we suggest the following action items to foster better communication and between town management and the residents of Timnath.
Conclusions and Suggested Action Items

- Thank the residents of Timnath for participating in the survey and focus groups.

- Educate and inform residents with basic information about Timnath’s annual budget. Answer resident’s questions about how much money was taken in, and how much was spent in 2017. We also suggest simplifying as much as possible the four different revenue streams and expenditures.

- Educate and inform residents about the Timnath police force. Public Safety is the top priority for residents and they want detailed information about their current resources and what they need to become a 24/7 force in town.

- Educate and inform residents where the line is drawn between the Metro District and the town regarding budgets, projects and responsibilities.
March 20th, 2018
MEMORANDUM

TO: INTERESTED PARTIES
FR: DAVID FLAHERTY, COURTNEY SIEVERS, MAGELLAN STRATEGIES
RE: TOWN OF TIMNATH FOCUS GROUP SUMMARY

Research Objectives
The primary research objective of these focus groups was to listen, learn and better understand general viewpoints and opinions of Timnath residents regarding several issues. Overall, these focus groups provided Timnath residents an opportunity to voice opinions and be heard. Each focus group covered the following subject areas:

- Why people choose to live in Timnath?
- General opinions and awareness of Timnath taxes
- Opinions of what Timnath project priorities should be
- General opinions of Timnath management
- Opinions about what residents want Town management to know

Focus Group Details and Criteria
All three focus groups were conducted on Wednesday, March 7th, 2018 at the Fire Station located at 4800 Signal Tree Drive in Timnath, CO.

Group 1, Neighborhood Group: This group contained at least one resident from each of Timnath’s eight neighborhoods. Because this group was in the middle of the day, we set a gender quota of 60% female/40% male. An age quota was set from 24 years old up to senior citizens 65 and older. (12 attendees in group)

Group 2, Age Range Group: The primary criteria for this group was to have a range of residents based on age. Two participants were between the ages of 18 and 34, three participants were 35 to 44, four participants were 45 to 54, two participants were 55 to 64, and two participants were 65 or older. (12 total attendees in group)

Group 3, Tenure and Party: The participants for this group were recruited based on the amount of time they have lived in Timnath and their political party affiliation. (11 total attendee in group)
Key Findings

- Many attendees, especially older residents, said the reason they chose to live in Timnath was because of its rural atmosphere and small town feel.

- Many attendees want better communication between the town and residents regarding the town budget. They want basic, easy to understand information about how much revenue the town receives and how it is spent on an annual basis. Many attendees wished they had the budget information so they could have made an educated opinion prioritizing the project categories.

- Many attendees were unaware that the Timnath Police force is not a 24/7 operation. After learning this information, public safety became a top priority for many people. Attendees wanted more information about Timnath’s police force.

- Very few attendees were aware of the small amount of property taxes the town receives in comparison to the Timnath Metro District (5 times as much). Many attendees expressed frustration with the Metro District, the amount of resources they receive, and the lack of information on how they spend their money. Several attendees want more information comparing the differences between the town and Metro District’s revenue and expenditures.

- A broad number of attendees wanted economic development to be a priority for the town. To these residents, economic development is attracting local restaurants that are not fast food. They do not want strip malls with chain restaurants and big box stores.

- Attendees were asked what they would like to tell the elected officials and town staff. The most common themes were “good job”, “please provide me with more information” and “It’s OK to slow down.”

Why People Choose to Live in Timnath
There were several reasons mentioned why people chose to live in Timnath. Among older residents that were retired or senior citizens, many said they had moved to Timnath to be closer to their children and grandchildren in Fort Collins. Older residents that had moved to Timnath from other states like Connecticut or California said the cost of living was lower and more affordable. However, some older residents from Ohio and Missouri said Timnath was more expensive.

Many seniors also mentioned that they loved the biking and walking trails. Several residents mentioned they liked the small-town, country feel and rural atmosphere that Timnath offered. Among residents with young families, many said they were attracted by the good schools in Timnath such as Bethke Elementary. Another common reason was simply the location of the town being close to Ft. Collins but paying less.
Opinion of Timnath Property Tax Rates and Mill Levy Allocation

In the first group, there was a balanced opinion among attendees of property taxes being too high and just the right amount. For some attendees coming from Ohio, California and Connecticut, Timnath taxes were lower and not an issue. For others coming from Missouri, the taxes in Timnath are higher. It should be noted that many attendees did not have an opinion of their taxes, and were not aware of what they were paying and some attendees did not care. Some attendees were more upset about their housing assessments, and how increasing home prices were increasing their taxes.

More attendees in the second and third focus groups felt their property taxes were too high. Many commented that their Timnath property taxes were higher than what they had paid in Fort Collins and other surrounding areas. There were also several comments that it was difficult to have an opinion if taxes were too high or too low without having basic information of what the town’s annual revenue and expenditures were. Some attendees wanted to know the dollar amounts rather than the percentages of Timnath’s annual revenue and expenditures. Several attendees wanted to see projections of revenue and expenditures for the next five years.

While discussing taxes the moderator informed attendees that the Timnath Metro District receives five times more in property tax revenue than the Town of Timnath. Attendees were also informed that the Town of Timnath receives less than 7% of the overall property tax bill. Only two or three attendees in all three groups were aware of this fact.

After being informed of the mill levy allocation, many attendees had negative comments about the Metro District, how they were spending their revenues, and who they were accountable to. Comments regarding the Metro District included “lack of transparency”, and frustrations in scheduling community meetings during working hours. Several attendees asked if it was possible to re-allocate the mill levy allocation from the Metro District to the town.

What Should Timnath’s Priorities Be?

In the first group, there was a strong desire to know what the basic revenue and expenditure information was for the town on an annual basis. Respondents said their priorities for the town depended on what they knew about the town’s budget, and without the budget information, they had trouble initially answering this question.

Many attendees believe managing growth and economic development was a top priority so that Timnath would not be just a bedroom community. Many attendees asked what the town was doing to attract new business? These attendees want more restaurants that are not fast food, and they all commented on how it would generate more revenue for the town.

Some attendees mentioned they wanted the “essentials”, which included transportation to get around town and a fully functioning police department. They wanted the town to
charge money for public events and not spend as much as they have in the past on events.

**Opinions of Management of Timnath**
Attendees were asked if they approved or disapproved of how the town was being managed. A clear majority of attendees had positive comments about the work ethic and commitment of the Mayor, City Council and town staff and understand there is no pay for elected officials and they are mostly volunteers. The most common theme was “they are doing the best job they can do with what they have.” However, among some attendees there was the impression the elected officials of Timnath and staff are overwhelmed.

Some believe there are too many projects and priorities for a town of 4,000 residents. They wondered if more staff and professional help was needed to help manage the growth of the town. Many attendees also felt they did not know enough to have an opinion of the Town’s management. Many wondered what the right approach should be with a “town going through a lot of growing pains.” There were also comments that having more budget information about the town would help them have an opinion.

**Thoughts on Timnath Project Categories**
Among a listing of five town project categories, attendees were asked which ones they felt were a priority and which ones were not. The categories were general construction projects, park and trail improvements, community building events, public safety and economic development. Among all three focus groups, most chose economic development and public safety as the top priorities. However, some attendees said economic development was their last priority because it would ruin the small town feel of Timnath.

One important insight in discussing public safety was how unaware attendees were that the Timnath police force is not a 24/7 operation. Once they were aware of that, many attendees chose public education as the top priority. Many attendees mentioned how much they enjoyed the events, but would like the town to pay less money on them if possible. Finally, some attendees expressed an opinion that all three of the proposed building projects (Town Center, Police Facility, Recreation Center) were extremely expensive and not practical for a town of 4,000 residents.

**What Would You Tell the Management of Timnath?**

- “Congratulations for putting together some great ideas and having a vision of looking forward for Timnath. We should be a forward-looking community.”

- “There are a lot of good things going on, but they have a big vision for the next three years. I would like more information and transparency about the town’s budget.”
➢ “Please be very clear about what you want to spend taxpayer money on.”

➢ “They have done very well with what they have so far. I would suggest some more professional staff to stay on top of things.”

➢ “I would like to see a better description and simplified list of the town’s projects and priorities.”

➢ “I would say you have to do a better job communicating, and I would also say to slow down. I think they are trying to do too much all at once. I think staggering some of these bigger projects in a more meticulous and financial manner would resonate better with residents.”

➢ “The community events are really cool.”

➢ “I would say let’s try and work with neighboring cities and work together on events, trails, highways and things like that so that Timnath is not eating all the cost.”

➢ “I know things are moving pretty fast and there’s a lot of building going on, but I still think they need to take it a bit slower and if they do they can plan out better.”

➢ “Timnath is a beautiful town. They have done a great job with what they have and I think they are doing a solid job if you like.”
**EXECUTIVE SUMMARY:** In December of 2017, the Colorado Department of Transportation (“CDOT”) offered to purchase approximately 89,000 sq. ft. of right-of-way from the Town for the widening of I-25 for $46,700. The Town procured an appraisal of the property and determined that the value of the property was $178,642. Spencer Fane as Outside Counsel for the Town and CDOT exchanged various letters and phone calls and ultimately CDOT increased its offer to $111,651.25. Spencer Face as Outside Counsel recommends the Town sign the Memorandum of Agreement and adopt the Resolution.

**STAFF RECOMMENDATION:** Staff recommends approval of this Resolution.

**KEY POINTS/SUPPORTING INFORMATION:**
- The Resolution authorizes the Town to sign the Memorandum of Agreement and the Warranty Deed conveying approximately 89,000 sq. ft. of right-of-way to CDOT for the widening of I-25.
- The Town and CDOT were able to negotiate fair compensation for the property without resorting to condemnation proceedings.

**ADVANTAGES:** The Town will receive financial compensation and CDOT will be able to widen I-25.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** The Town will receive $111,651.25 as compensation for the right-of-way.

**RECOMMENDED MOTION:** I move approval of Resolution No. 30, Series 2018.

**ATTACHMENTS:**
1. Resolution
2. Memorandum of Agreement and Warranty Deed
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 30, SERIES 2018

A RESOLUTION APPROVING THE COLORADO DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT AND WARRANTY DEED

WHEREAS, the Town Council of the Town of Timnath (the “Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) has offered to purchase approximately 89,000 sq. ft. of right-of-way (the “Property”) from the Town for the purpose of widening I-25;

WHEREAS, attached hereto as Exhibit A is a Memorandum of Agreement between the Town and CDOT and a Warranty Deed conveying the Property to CDOT; and

WHEREAS, the Town Council is familiar with the Memorandum of Agreement and the Warranty Deed and finds it to be in the best interest of the Town, its residents, and the general public to approve both documents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The Memorandum of Agreement and the Warranty Deed are hereby approved in substantially the form as attached hereto as Exhibit A, with such modifications and additions as the Town Manager, in consultation with Legal Counsel, determines to be necessary and appropriate to protect the interests of the Town or effectuate the purposes set forth herein and not otherwise inconsistent with this Resolution.


TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor
ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Memorandum of Agreement and Warranty Deed
This agreement made on _________________, 2018, is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) The Town of Timnath, a home rule municipal corporation of the state of Colorado (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Amt</th>
<th>Total Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land (described in attached exhibits) RW-258, RW-258A</td>
<td>89,321 Sq.ft. /acres</td>
<td>$89,321 $89,321</td>
</tr>
<tr>
<td>Permanent and Slope Easements : NONE</td>
<td>Sq.ft. /acres</td>
<td>$</td>
</tr>
<tr>
<td>Temporary Easements : NONE</td>
<td>Sq.ft. /acres</td>
<td>$</td>
</tr>
<tr>
<td>Improvements : N/A</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Damages : N/A</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Fair Market Value / Just Compensation</td>
<td>$89,321</td>
<td>$89,500 (R)</td>
</tr>
<tr>
<td>Less Credit</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Offer Amount</td>
<td>$89,500.00</td>
<td></td>
</tr>
<tr>
<td>Settlement Amount</td>
<td>$111,651.25</td>
<td></td>
</tr>
</tbody>
</table>

The GRANTOR:
1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
4) Will execute and deliver to GRANTEE those documents indicated below;
5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.
NOTE: At GRANTOR’S sole discretion, the GRANTOR may convey the underlying mineral estate owned by
GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the
mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE,
Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance
document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from
the Memorandum of Agreement and the conveyance document.

The GRANTEE:
1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
2) Will be held harmless from any claims against the property or to any interest in the property, except for any
benefits due under relocation law;
3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an
escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR.
Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and
release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III
of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
5) Will prepare the following documents:

☐ General Warranty Deed
☐ Access Deed
☐ Full Release(s) Book/Page:
☐ Partial Release(s) Book/Page:
☐ Or (specify):
☐ Title Company to prepare documents except:

<table>
<thead>
<tr>
<th>Order Warrant $89,500</th>
<th>Payable to: Fidelity National Title F/B/O Town of Timanth</th>
</tr>
</thead>
<tbody>
<tr>
<td>$111,651.25</td>
<td></td>
</tr>
</tbody>
</table>

Order Warrant $ Payable to:

Real Estate Specialist GRANTOR signature Attach form W-9

GRANTOR (if applicable)

Division approval (Region ROW Manager/Supervisor) GRANTEE signature

cc: Project Development Branch – ROW Services (original)
Property Owner
Region Right-of-Way Manager
Region Program Engineer/Resident Engineer/Project Engineer
WARRANTY DEED

THIS DEED is dated ________________, and is made between the Town of Timnath, a home rule municipal corporation of the State of Colorado, the “Grantor” and the Colorado Department of Transportation, State of Colorado, the “Grantee,” whose legal address is 4201 East Arkansas of the City and County of Denver, and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED FIFTY ONE DOLLARS, ($111,651.25), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee’s heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Larimer and State of Colorado, described as follows:

See Attached Exhibits “A” (RW-258 and RW-258A) and Exhibits “B” (AC-258 and AC-258A) dated May 15, 2017 for:

<table>
<thead>
<tr>
<th>Project Number:</th>
<th>IM 0253-255</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel Number:</td>
<td>RW-258 and RW-258A</td>
</tr>
<tr>
<td>Project Code:</td>
<td>21506</td>
</tr>
</tbody>
</table>

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee’s heirs and assigns forever.

The Grantor, for the Grantor and the Grantor’s heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee’s heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: none; or ☒ the following matters:

Reserving unto the grantor all coal, oil, gas and other hydrocarbons, and all clay and other valuable minerals in and under said premises; provided, however, and the grantor hereby covenant and agree that the grantee shall forever have the right to take and use, without payment of further compensation to the grantor, any and all sand, gravel, earth, rock, and other road building materials found in or upon said Parcel No.RW-258 AND RW-258A.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, subject to reservations in Patent from the United States of America and rights, reservations and restrictions now of record.
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR:

By:_____________________________________
As:_____________________________________  
For: the Town of Timnath, a home rule municipal corporation of the state of Colorado

STATE OF COLORADO__________ )
County of ___________ ) ss.

The foregoing instrument was acknowledged before me this __________day of ____________, 2018, by __________ as ______________ of the Town of Timnath, a home rule municipal corporation of the state of Colorado.

Witness my hand and official seal.
My commission expires: ________________

________________________________________
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.) Kevin Williams, PLS 28294, for and on behalf of AECOM, 6200 South Quebec Street, Greenwood Village, CO 80111
TOWN COUNCIL COMMUNICATION

Meeting Date: April 24, 2018

Presented by: Matt Blakely
Community Development Director

Item: Resolution 32, Series 2018
A Resolution Appointing Alternate Don Nohavec to Planning Commissioner

Ordinance □
Resolution ✓
Discussion □
For Information □

EXECUTIVE SUMMARY: With the resignation of Planning Commissioner and Vice Chairperson Kristin Seidel leaving the seat vacant, staff is recommending that Alternate Don Nohavec be promoted to the full time seat and assume her term.

STAFF RECOMMENDATION: Staff recommends approval of this Resolution appointing Alternate Don Nohavec to full time commissioner.

KEY POINTS/SUPPORTING INFORMATION:
Current Terms and status of Planning Commissioners effective on May 18, 2017:

REGULAR PLANNING COMMISSIONERS:
- Phil Goldstein, Chairperson March 31, 2019 (elected Chairperson by fellow Commissioners on April 17, 2018)
- Marty Jost, Vice Chairperson March 31, 2019 (elected Vice Chairperson by fellow Commissioners on April 17, 2018)
- Don Nohavec March 31, 2021
- Scott Roys March 31, 2021
- Don Risden March 31, 2021

ALTERNATE PLANNING COMMISSIONERS:
- Vacant March 31, 2019
- Lisa Bard March 31, 2021

ADVANTAGES:
- Alternate Nohavec has experience and knowledge of the planning issues. He is committed to his role as a Planning Commissioner.

DISADVANTAGES:
- No disadvantages

FINANCIAL IMPACT:
- No financial impact

RECOMMENDED MOTION:
- I move to approve Resolution 32, Series 2018 entitled “A Resolution Appointing Alternate Don Nohavec to Planning Commissioner”

ATTACHMENTS:
1. Resolution 32, Series 2018
WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, A Planning Commission seat is vacant; and

WHEREAS, at the April 17, 2018 Planning Commission meeting, Alternate Nohavec was recommended to assume the vacant Planning Commissioner seat; and

WHEREAS, the Town Council, upon hearing the statements of staff, and giving consideration to the recommendation, determines as provided below:

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

Section 1. The Town of Timnath Town Council approves the appointment of Alternate Don Nohavec to Planning Commissioner

PASSED, APPROVED AND ADOPTED THIS 24 DAY OF APRIL, 2018.

TOWN OF TIMNATH, COLORADO

______________________________
Jill A. Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXECUTIVE SUMMARY: This project is proposed at 4025 Kern Street. The proposal is for a Minor Subdivision of the lot to change it from one lot to two lots. Lot one is 7,853 Sq. Ft. while Lot 2 is 9,500 Sq. Ft. The proposal for the two lots will be residential dwelling units. There is an existing single-family residence on lot 2 that will remain, with the intent of a new two-family dwelling residence being constructed on lot 1. This property is within the Business zoning district which does not have a minimum lot area, but has a minimum lot width of 25 feet which this proposal meets. Existing single-family detached dwellings are allowed to remain in the business district where two-family dwellings are permitted uses in the business district. Buffering is required between the business district properties and R-1 zoned properties.


STAFF RECOMMENDATION: Staff recommends the approval of the Minor Subdivision application.

KEY POINTS/SUPPORTING INFORMATION:
Owner: Steve Whittall c/o Laura Olive
Applicant: Laura Olive
Legal Description/address: 4025 Kern Street
Application Type: Minor Subdivision  Case Number: MS-2017-003
Parcel Size (square feet): 17,353  Building total (SF): N/A

Existing Zoning: B
Proposed Zoning: B
Existing Land Use: Single-Family Residential
Proposed Land Use: Single-Family Residential & Two-Family Residential

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Submitted</td>
<td></td>
<td>12/8/2017</td>
</tr>
<tr>
<td>Acceptance of Application</td>
<td></td>
<td>12/8/2017</td>
</tr>
<tr>
<td>Referral Agency Notification</td>
<td>Referral comments were due by 12/29/2017</td>
<td>12/12/2017</td>
</tr>
<tr>
<td>Application requested to be put on hold</td>
<td>Applicant made the request to put the review on hold.</td>
<td>1/6/2018</td>
</tr>
<tr>
<td>2nd Submittal</td>
<td>1/26/2018</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>2nd Submittal Comments</td>
<td>2/21/2018</td>
<td></td>
</tr>
<tr>
<td>Planning Commission</td>
<td>4/17/2018</td>
<td></td>
</tr>
<tr>
<td>Town Council</td>
<td>Pending PC Recommendation</td>
<td>4/24/2018</td>
</tr>
</tbody>
</table>

**SERVICES:**
- Water: Fort Collins – Loveland Water District
- Sewer: South Fort Collins Sanitation District
- Fire: Poudre Fire Authority
- Electric: Xcel

**Adjacent Zoning/Land Uses:**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-1</td>
<td>Single Family Residential</td>
</tr>
<tr>
<td>South</td>
<td>R-1</td>
<td>Single Family Residential</td>
</tr>
<tr>
<td>East</td>
<td>R-1</td>
<td>Single Family Residential</td>
</tr>
<tr>
<td>West</td>
<td>B</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

**Application Description:**

**Site Location & Layout:**
The project is proposed at 4025 Kern Street. The proposal is for a Minor Subdivision Plat of the lot to subdivide it from one lot to two lots.

**Minor Subdivision Plat Review Criteria (2.9.10.9):**
1. The development will substantially comply with this Code and with the Comprehensive Plan.

Response: The minor subdivision is in compliance with the Land Use Code and Comprehensive Plan. This subdivision is within the B zoning district which complies with the Downtown Core designation in the Comprehensive Plan and meets Land Use Code requirements.

2. All applicable technical standards have been met.

Response: The minor subdivision meets all dimensional and technical standards with the Land Use Code. This subdivision is within the B zoning district and the minimum lot width is 25 feet. This application meets those dimensional requirements.

**RECOMMENDED MOTION:**
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 2.9.10.1.A of the Timnath Land Use Code have been met, I move to recommend approval of the Minor Subdivision Plat Map for 4025 Kern Street with the following conditions:

1. Allow staff to work with the owner applicant to address minor, non-substantive modifications.

**ATTACHMENTS:**
1. Resolution 33, Series 2018
2. Minor Subdivision Plat Map
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 33, SERIES 2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH
APPROVING THE 4033 KERN STREET MINOR SUBDIVISION, GENERALLY
LOCATED EAST AT 4025 KERN STREET

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, Laura Olive (the “Applicant”) has submitted a Minor Subdivision for 4025 Kern Street, more particularly described in Exhibit A (Minor Subdivision) and attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed public hearing with the Planning Commission was held on April 17, 2018, and the above described Minor Subdivision was recommended for approval by a unanimous vote; and

WHEREAS, a properly noticed public hearing with the Town Council was held on April 24, 2018 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council determines as provided below.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The 4025 Kern Street Minor Subdivision is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

_____________________________
Jill Grossman-Belisle, Mayor
ATTEST:

____________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Minor Subdivision

[attached]
4025 KERN STREET SUBDIVISION

Being a Replat of Lot 24 and a portion of Lot 23, Block 8, Town of Timnath,
Situate in the Northwest Quarter of Section 35, Township 7 North, Range 68 West of the 6th P.M.,
Town of Timnath, County of Larimer, State of Colorado

LEGEND

PRELIMINARY
April 17, 2018

Kevin Koelbel
Town Planner, Planning Commission
Regarding Project: 4025 Kern - The Division of Two Lots

To Kevin,

I am writing this letter in regards to the division of the property at 4025 Kern Street and our interest and input in the matter. As a 60 year resident of the Town of Timnath, we are strongly against the division of the property being split into two lots. We do not want another house to be built on the one lot. If the lot is split into two, the intention would be to build another house on the property. This disrupts the town and its original layout. It would bring more people to the small area of the town, which is so close to our residence. The acre is only .4 acres and is too small to split and build another house on the property. Building another house would cause more traffic, more vehicles, more people and more noise.

This matter was brought up approximately two years ago and the property owner requested to build a second house on the property lot. The request was denied. We’ve seen the town grow and expand but we feel this project is too close to our home, disrupting the land with minimal room. We find this a big concern thus request your office give us equal consideration when making this request.

Thank you for attention to this matter.

Sincerely,

Antonio and Juanita Meza

[Signature]

[Signature]
EXECUTIVE SUMMARY: The Rendezvous project is a 162 acre parcel of land located south of Harmony Road and west of Three Bell Parkway. This application is a preliminary plat application for 572 single family lots ranging in size from 2,125 square feet to 8,000 square feet with a few lots between 12,000 square feet and 19,000 square feet. There is also 2 future development tracts being platted, one is for future commercial development along Harmony Road and the other is for future multi-family development. There are 2 neighborhood parks being provided, 5 pocket parks, along with continuing the Poudre River Trail from the Riverbend Subdivision to the west with a temporary alignment that will be 10’ in width. Along with the park amenities there is ample trail connections of both concrete and crusher fine trails throughout the development. Access to the development will come from 4 locations, 2 locations from the west with extensions from Timnath Trail Drive and Stone Fly Drive, the other 2 entrances will be from the east with the extension of Saddle Horn Drive and a new entrance between Saddle Horn and the railroad tracks. This preliminary plat is in conformance with the approved Sketch Plan and PD Overlay.


STAFF RECOMMENDATION: Staff recommends the approval of the Rendezvous Subdivision Preliminary Plat.

KEY POINTS/SUPPORTING INFORMATION:
Owner: Feldman Family Trust/Fewell Family Trust
Applicant: Hartford Homes
Application Type: Preliminary Plat
Case Number: SP-2017-001
Legal Description/Address: Parcel(s) of land located south of Harmony Road and west of Three Bell Parkway

<table>
<thead>
<tr>
<th>Sketch Plan Process Schedule</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task</strong></td>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>Preliminary Plat Application</td>
<td></td>
</tr>
<tr>
<td>Referral Agency Notification</td>
<td>Referral Comments were due by 12/22/2017</td>
</tr>
<tr>
<td>Comments Issued</td>
<td></td>
</tr>
<tr>
<td>Resubmittal</td>
<td></td>
</tr>
<tr>
<td>2nd Submittal Comments Issued</td>
<td></td>
</tr>
<tr>
<td>Resubmittal</td>
<td></td>
</tr>
</tbody>
</table>
### Parcel Size (Acres)
162 +/- Total Acres

### Number of Lots
Approximately 572 units

### Existing Zoning
FA-1 Larimer County

### Existing Land Use
Vacant / Farming

### Proposed Zoning
R-3 and CC w/ PD Overlay

### Proposed Land Use
Single-Family Residential, Multi-family, Mixed-use, Open Space, Trails, Parks, Commercial

### SERVICES

- **Water:** Fort Collins Loveland Water District
- **Sewer:** South Fort Collins Sanitation District
- **Fire:** Poudre Fire Authority
- **Special Districts:** None at this time

### Adjacent Zoning/Land Uses:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>C-2 &amp; MU (Timnath Landing Subdivision)</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>South</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>West</td>
<td>C-2 &amp; MU (Riverbend Subdivision)</td>
<td>Poudre Fire Authority Station 8 &amp; Vacant/Farming</td>
</tr>
<tr>
<td>East</td>
<td>R-2 (West Village Subdivision)</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

### Land Use Code, Section 2.9.10.9.C

Preliminary Plat review criteria. The Town shall use the following criteria in addition to other applicable provisions of this code to evaluate the applicants sketch plan application:

1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.
   *Response: This preliminary plat is consistent with the criteria set forth in the Land Use Code and the Comprehensive Plan.*

2. The application is consistent with the approved sketch plan and incorporated the Planning Commission’s recommendations and conditions of approval.
   *Response: The preliminary plat is consistent with the approved sketch plan and incorporates recommendations and conditions from Planning Commission.*

3. The land use mix within the project conforms to Timnath’s Zoning District Map and Land Use Map and furthers the goals and policies of the Comprehensive Plan.
   *Response: The preliminary plat represents a land use mix that is consistent with the R-3 zoning on the*
zoning district map and the approved Planned Development Overlay. The application is also consistent with the comprehensive plan.

4. The utility and transportation design is adequate, given existing and planned capacities of those systems.
   
   Response: The transportation design is adequate given the existing access points to the property, the applicant has also submitted a traffic study that supports the proposed density and street layout. The utility design for water and dry utilities is adequate and has been reviewed by those agencies. The property is currently outside the South Fort Collins Sanitation District, a petition has been submitted to include the property into the district. Therefore, the sewer design has not been fully reviewed by the district to determine if it is adequate. Town staff has had communications with the district and they are comfortable with the preliminary plat moving forward.

5. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
   
   Response: The negative impacts this development will have on adjacent land uses would be drainage and traffic. The drainage will be satisfactorily mitigated by the use of on site detention ponds that will allow the only discharge of water off the property to be the historical rate. The development will add additional traffic to Three Bell Parkway and Signal Tree. A traffic study has been completed to show that the development will not have impact on the adjacent properties.

6. There’s is a need or a desirability within the community for the applicant’s development and the development will help achieve a balance of land use and/or housing types within Timnath.
   
   Response: This development will create a new housing product that will be new to Timnath with small lots with larger homes that have small yards. This development will also provide more townhomes to the town along with a future multi-family development to provide for a diverse product. This development will provide a wide variety of lot sizes, housing products that will include the use of alleys, garage orientations, and housing sizes that will be unique to the Town.

RECOMMENDED MOTION:
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 2.9.10.C of the Timnath Land Use Code have been met, I move to recommend approval of the Rendezvous Subdivision Preliminary Plat, with the following condition:

1. Allow staff to work with the owner applicant to address minor, non-substantive modifications prior to final signatures
2. The sewer district accept the petition for inclusion into the South Fort Collins Sanitation District and all sewer district comments be addressed after acceptance into the district.

ATTACHMENTS:
1. Resolution 34, Series 2018
2. Preliminary Plat & Landscape Plan
3. Preliminary Plat Narrative
4. Illustrative Sketch Plan (For Reference)
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 34, SERIES 2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH
APPROVING THE RENDEZVOUS SUBDIVISION PRELIMINARY PLAT,
GENERALLY LOCATED SOUTH OF AND ADJACENT TO HARMONY ROAD, AND
WEST OF AND ADJACENT TO THREE BELL PARKWAY

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, Hartford Homes (the "Developer") has submitted a Preliminary Plat for the Rendezvous Subdivision, more particularly described in Exhibit A (legal description) and Exhibit B (Preliminary Plat) and attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, a properly noticed public hearing was held on April 17, 2018, and the above described Preliminary Plat was recommended for approval to the Town Council by the Town of Timnath Planning Commission with the following conditions:

1. Allow staff to continue to work with applicant to address all unresolved non-substantive technical modifications prior to final signatures.
2. The sewer district accept the petition for inclusion into the South Fort Collins Sanitation District and all sewer district comments be addressed after acceptance into the district.

WHEREAS, a properly noticed public hearing with the Town Council was held on April 24, 2018 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council determines as provided below.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

Section 1. Approval
The Preliminary Plat is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 24, 2018

TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Preliminary Plat

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE Undersigned warrant they are the owners of land being a portion of the north half and the southeast quarter of section 2, township 6 north, range 68 west of the 6th P.M. and being described as follows:

BASIS OF BEARINGS;

The north line of said section 2 assumed to bear north 88° 59’ 32” east and being monumented at its northeast corner by a number 6 rebar with a 3/4” aluminum cap, inscribed “L.S. 2656104” and at its northwest corner by a number 6 rebar with a 3 1/4” aluminum cap, inscribed “2006 - PLS 10734 2005” and with all bearings contained herein being referenced from

Commencing at the northwest corner of the said section 2, thence, along the south line of the said northwest quarter of said section 2, north 88° 59’ 32” east a distance of 1894.20 feet and south 03° 59’ 20” east a distance of 70.47 feet to a point on the south line of reception no. 21303012152 as recorded in the Larimer County clerk and recorder’s office and being the of beginning.

Thence, along said south line, north 88° 59’ 31” east a distance of 845.01 feet to the southwesterly right of way line of great Western Railroad.

Thence, along the southwesterly right of way line of great Western Railroad, the following two (2) courses:

(1) South 50° 48’ 20” east a distance of 1703.60 feet

(2) South 50° 48’ 20” east a distance of 1892.01 feet to the west right of way line of Larimer County road 3 as recorded in book 2120 at page 493.

Thence, along said west line, the following two (2) courses:

(1) Thence south 01° 34’ 47” east a distance of 298.76 feet

(2) Thence south 01° 34’ 47” east a distance of 1485.07 feet.

Thence south 88° 44’ 44” west a distance of 1253.51 feet;

Thence north 62° 06’ 52” west a distance of 1499.43 feet;

Thence south 68° 07’ 27” west a distance of 1771.01 feet;

Thence north 10° 13’ 32” west a distance of 1258.49 feet;

Thence north 69° 58’ 20” west a distance of 1260.66 feet to the point of beginning.

Said described tract contains 161.857 acres (7,090,484 square feet) more or less.
EXHIBIT B

Preliminary Plat

[attached]

16. Improvements disturbed outside these limits shall be returned to their original condition at the contractor's expense.

17. From the owner's representative prior to any disturbance outside of the limits of work.

18. Responsible for any fines or penalties assessed to the owner relating to these standards during their contracted

19. Responsible for any fines or penalties assessed to the owner relating to this requirement during the contract period.

20. Coordinate site access, staging, storage and cleanup areas with owner's representative.

21. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

22. Maintaining any storm water management facilities that contribute to the site's storm run-off condition. All storm water management facilities shall be maintained in accordance with the plans and specifications for the duration of the contract period.

23. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

24. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

25. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

26. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

27. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

28. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

29. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

30. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

31. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

32. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

33. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

34. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

35. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

36. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

37. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

38. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

39. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

40. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

41. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

42. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

43. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.

44. Contracting for necessary temporary or permanent modifications such as walls, rail structures, excavations, etc. associated with their work. Such facilities are completely reinstalled for the plans, and monitored to ensure compliance with specifications and recommendations for construction. All necessary design, engineering, and coordination services have been provided for the contractor to ensure compliance with standards during the construction period and until final acceptance is given.

45. Storm water pollution prevention plan is not applicable to the contractor's representative. If a copy is not given to the owner or their agent, the contractor is responsible for the cost of any errors resulting from incorrect printing, copying, or any other changes that alter the scale or vision of the plans that were initially provided.
1. TREE PLANTING DETAIL

- **Steel Edger:** Drill (16) 1/2" dia. holes min. at all low points.
- **Shrub Planting:** 1/2" dia. holes min. at all low points.
- **Wiring Notes:**
  - Do not wire any of the plantings. Wire only at crossbeads./Clockwise leader and ground wires.
  - Some intermediate trees and similar. Be sure not to remove the terminal buds of branches that extend to the edge of the crown.

2. PERENNIAL PLANT LAYOUT

- **Plan View:** Three stakes.
- **Steel Edger:** Drill (16) 1/2" dia. holes min. at all low points.
- **Tree Wiring:**
  - Tree wire shall be installed only from contacts through the bare wood.
  - Tree wire shall be installed only from contacts through the bare wood.
- **String:** Two lines.

3. SHRUB PLANTING

- **Steel Edger:** Drill (16) 1/2" dia. holes min. at all low points.
- **Wiring Notes:**
  - Do not wire any of the plantings. Wire only at crossbeads. Clockwise leader and ground wires.

4. BOULDER-FREE STANDING

- **Steel Edger:** Drill (16) 1/2" dia. holes min. at all low points.
- **Shrub Planting:** 1/2" dia. holes min. at all low points.

5. ORNAMENTAL GRASS EDGE

- **Steel Edger:** Drill (16) 1/2" dia. holes min. at all low points.
- **Wiring Notes:**
  - Do not wire any of the plantings. Wire only at crossbeads. Clockwise leader and ground wires.

6. STEEL EDGER

- **Wiring Notes:**
  - Do not wire any of the plantings. Wire only at crossbeads. Clockwise leader and ground wires.

7. SPADE CUT EDGE
NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT WALK WAYS TO BE COORDINATED WITH FINAL PLANS.
5. STREET LIGHTS TO BE INSTALLED PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES

1. FINAL TRLD, GRADE TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. L oscaping grading to be coordinated with final plans.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX. IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES:

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX. IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOT FOR CONSTRUCTION

LANDSCAPE PLAN

MATCHLINE RE: L.06

MATCHLINE RE: L.10

KEY MAP

LEGEND

DECIDUOUS CANOPY TREE
DECIDUOUS ORNAMENTAL TREE
EVERGREEN TREE
HOME Builder TREE
IRRIGATED SOD
HOME Builder TREE LAWN
IRRIGATED LANDSCAPE BED
IRRIGATED NATIVE SEED
PLAYGROUND SURFACE
ROCK COBBLE
MATCHLINE
PAVING
STEEL EDGER
SPADE CUT EDGER
MOW LINE
SITE WALLS / MONUMENTATION
FENCE
SIGHT TRIANGLE
PROPERTY BOUNDARY / L.O.W.

LANDSCAPE BOULDERS
STREET LIGHTS

NOTES

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME Builder TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX, IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
1. Final trail grading to be determined with final engineering.
2. Swale locations to be determined with final engineering.
3. Landscape grading to be coordinated with final plans.
4. Alley loaded product unit walks to be coordinated with final plans.
5. Home builder trees are to be installed, per lot, prior to receiving certificate of occupancy.
6. Irrigation to be added in later submittals.
7. Height of plants in medians to be 30" max in order to ensure sight triangles are unobstructed.
1. Final trail grading to be determined with final engineering.
2. Swale locations to be determined with final engineering.
3. Landscape grading to be coordinated with final plans.
4. Alley loaded product unit walks to be coordinated with final plans.
5. final engineering.
6. Irrigation to be added in later submittals.
7. Height of plants in medians to be 30" max in order to ensure sight triangles are unobstructed.
NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. LANDSCAPE GRADING IN AMENITY AREAS TO BE INSTALLED PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. PLANTS IN MEDIAN TO BE 30" MAX. TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES:

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIAN TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.

2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.

3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.

4. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.

5. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.

6. HEIGHT OF PLANTS IN MEDIAN TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
1. Final trail grading to be determined with final engineering.
2. Swan locations to be determined with final engineering.
3. Landscape grading to be coordinated with final engineering.
4. Alley loaded product unit walks to be coordinated with final engineering.
5. Irrigation to be added in later submittals.
6. Irrigation lines along property line to be added in later submittals.
7. Height of plants in medians to be 30" max in order to ensure sight triangles are unobstructed.
NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIAN TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIAN TO BE 30" MAX, IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADES TO BE COORDINATED WITH FINAL PLANS.
4. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
5. IRRIGATION TO BE ADDDED IN LATER SUBMITTALS.
6. HEIGHT OF PLANTS IN MEDIAN TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
5. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
6. HEIGHT OF PLANTS IN MEDANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.

SCALE 1" = 30'
NOTES
1. FINAL TRAIL GRADE TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL PLANS.
3. LANDSCAPE GRADE TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
1. Final trail grading to be determined with final engineering.
2. Swale locations to be determined with final engineering.
3. Landscape grading to be coordinated with final plans.
4. Alley loaded product unit walks to be coordinated with final plans.
5. Homebuilder trees are to be installed, per lot, prior to receiving Certificate of Occupancy.
6. Irrigation to be added in later submittals.
7. Height of plants in medians to be 30" max in order to ensure sight triangles are unobstructed.
NOT FOR CONSTRUCTION

LANDSCAPE PLAN

MATCHLINE RE: L 22

LOT 18
LOT 17
LOT 16
LOT 15
LOT 14
LOT 13
LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1

MATCHLINE RE: L 23

EXISTING WALK BY OTHERS

PROPERTY LINE

10" CONCRETE AND 2 CRUSHER FINES

CACHÉ LA POUDRE TRAIL CONNECTION

SCALE 1" = 30'

NOTES:

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIAN TO BE 30" MAX. IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.

SHEET TITLE: LANDSCAPE PLANS
SHEET NUMBER: L.24

DEVELOPER: HARTFORD INVESTMENTS, LLC.

ENGINEER: Galloway

NOT FOR CONSTRUCTION
NOTES:

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.

2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.

3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.

4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.

5. HOME BUILDER TREES ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.

6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.

7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
NOTES:

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. ALLEY LOADED PRODUCT UNIT WALKS TO BE COORDINATED WITH FINAL PLANS.
5. HOMEBUILDER TREES ARE TO BE INSTALLED, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
7. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
December 1, 2017

Community Development Department
Mr. Matt Blakely
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

Re: Rendezvous Preliminary Plat General Development Information

Dear Mr. Blakely,

On behalf of Hartford Investments, we are pleased to make the first submittal of the Preliminary Plat for Rendezvous.

Rendezvous is a new neighborhood in Timnath incorporating a range of uses including but not limited to residential and commercial development, trails, and a variety of parks and open spaces. One of the foundational ideas behind the community is a diverse mix of residential housing within dynamic, complete neighborhoods. The focal point of the planned neighborhood is a mixed-use commercial district located in the northwest corner of the site. Parks and open spaces throughout the neighborhood will include a variety of active and passive elements.

This pattern of development generally incorporates more compact living arrangements for some of the residential lots / homes, though many of the homes will generally retain common, contemporary square footages. In such cases, lots generally include lower amounts of private yard space but have close access to amenity-rich, publicly accessible open spaces connected by well-designed streets. This neighborhood design pattern has seen success over the years, attracting a full range of residents from retiring Baby Boomers to younger families. Additionally, this more compact pattern for living leads to more attainable housing options in highly competitive markets, such as those along Colorado’s Front Range.

The community plan is intended to be implemented in a holistic manner, with the phasing and timing of parks, open space, amenities, infrastructure, and other elements staged to serve the new community as a whole.

**Sketch Plan Discussion Points**

During the Sketch Plan process the primary issue discussed with the Town was the alignment of the Poudre River Trail. In the process to find the best solution, various long-term and interim alignments were considered. The final Sketch Plan shows the Poudre River Trail running within the Fewell property on the western and southern edges. The proposed trail then continues through the southern of the two neighborhood parks, follows internal collector roads to Three Bell Parkway, which it then parallels to the southeast corner of Rendezvous. Maintenance, ownership, access easements, and other issues will be finalized at time of Final Plat, as appropriate. The Preliminary Plat reflects these changes and shows the trail in the above describe alignment.

Additionally, the Town identified 20 additional Single Family Equivalent (SFE) units within the sewer basin during the Sketch Plan process, which will be allocated to the +/- 15 acre commercial district. The Sketch Plan was revised to set a maximum residential density of 740 dwelling units. The Preliminary Plat is in alignment with these densities and includes a total of 569 residential lots.
Consistency with the Land Use Code and Comprehensive Plan
The Preliminary Plat for Rendezvous is consistent with the Rendezvous Planned Development Overlay, as well as other guiding documents for the site. The Comprehensive Plan is being amended, per direction from Town staff, to show the majority of the site at Medium Density Residential, which equates to R3 zoning. The zoning will be finalized at the time of annexation. The densities of the Preliminary Plat are consistent with both documents.

Consistency with the Sketch Plan and the Community’s Vision
The Planned Development Overlay and the Sketch Plan guided the drafting of the Preliminary Plat. The lotting pattern in the Preliminary Plat utilizes a gradation of density from the north along Harmony Road, and transitions towards the south and east to Three Bell Parkway. Together, the lotting pattern and roadway network support the community vision by concentrating commercial mixed-use in the northwest corner of the site, providing adjacent potential senior housing and/or multi-family development opportunities, creating a network of trail-connected parks and open space, and dispersing a diverse mix of residential product types across the site. The mix of residential lots offers opportunities for attached and detached, as well as rear-loaded and front-loaded homes.

The site contains a variety of open spaces and trail corridors, providing dynamic pedestrian and bicycle options throughout the neighborhood, to the Poudre River, Olde Town Timnath, and other parts of Timnath and the surrounding area.

Compatibility with Adjacent Neighborhoods and Buffering
The gradation of uses and densities described above have been designed to allow Community Commercial uses along Harmony Road, and to integrate with the planned mixed use area to the west of the site. Residential densities then generally decrease to the south in order to appropriately relate to other surrounding properties.

The conceptual proposed road network will connect the intersection of Saddle Horn Drive and Three Bell Parkway with Stone Fly Drive. This will provide residents of Timnath Ranch a more direct route to commercial development adjacent to the Fewell and Feldman properties. Per the Town’s comprehensive plan, a collector road is also accommodated to provide future access to the south through neighboring properties.

Landscape buffers are anticipated along Three Bell Parkway, the Great Western Railroad ROW, and portions of the western property boundary, as appropriate. Existing, adequate open space corridors are in place along the western portions of the property, providing adequate buffering along this edge.

We look forward to continue working with the Town during the review and approval process for this application. Please refer to the Transmittal for a complete listing of all attached files and please contact us if you have any questions or if you need additional information.

Sincerely,
Norris Design

Dave Thorpe
Senior Associate
FEWELL AND FELDMAN PROPERTIES | SKETCH PLAN EXHIBIT
July 30, 2017
HARTFORD INVESTMENTS, LLC

LEGEND

178 55' X 110' FRONT-LOAD OR PASS-BY HOMES
156 40' X 90' REAR-LOAD HOMES
99 34' X 90' PAIRED REAR-LOAD HOMES
139 TOWNHOMES
168 SENIOR / MULTI-FAMILY UNITS
740 TOTAL

NOTE: THIS IMAGE IS CONCEPTUAL AND SUBJECT TO CHANGE.
TOWN COUNCIL COMMUNICATION

Meeting Date: April 24, 2018

Presented by:
April D. Getchius, AICP
Town Manager
Robert Rogers, Town Attorney

Item: A Resolution Approving a Standard Form of Agreement Between the Town of Timnath and Brinkman Construction, Inc. And Approval of Town Council Authorization for Expenditures – The Town Center Building

Ordinance ☐ Resolution ☑ Discussion ☐ For Information ☐

EXECUTIVE SUMMARY: The purpose of this resolution is to engage in construction professionals' contracts for the Town Center Building to more rapidly accommodate police department growth toward 24/7 coverage and provide needed community space for the Town. This project is tied to a property obligation such that if the Town does not commence construction by May 1, the original owner, Craig Harrison, may purchase the property back at the original sale price. Mr. Harrison has the right to purchase the property at a price of $455,000 or approximately $5 per square foot. This is a significantly lower value than today's market prices based on sale values within the same development and adjacent to the Town Center lot of approximately $14 per square foot. If the Town were to try and replace the property at the $14 per square foot sale value it would cost approximately $1,262,978. Staff has obtained two extensions from Mr. Harrison, but was unable to obtain a third one for any length of time.

STAFF RECOMMENDATION: Staff recommends approval of this Resolution.

KEY POINTS/SUPPORTING INFORMATION:
Key points for consideration include:

- The Town Council completed a resident survey recently in which public safety was ranked as one of the top priorities. Growing and supporting the Timnath Police Department was key to our residents as was reaching 24/7 police coverage. Although the residents supported the construction of a police facility over the construction of a Town Center, the Police Department is not yet ready for a stand-alone facility. Per architectural programming done in 2016, the need for a stand-alone police facility is several years away. The intent has been to move administration, planning, building department, and accounting from the 4800 Goodman Building and re-configure it to support public works and police.

- The Town Center Building will also consist of significant public space including community rooms that can be used for wedding receptions, meetings, classes, and public events. Of the total square footage in the building, 48.8% is dedicated to public use. Staff is also working with the library district to provide a library book drop off/pick up service at the building. The community recreation center was a high priority according to the resident survey. The public space included in the Town Center Building is a first step toward creating community space until the full recreation center is constructed in future years.
Approving these agreements engages Brinkman Construction to act as our construction management/general contractor on a guaranteed maximum price agreement not to exceed $6,205,250 hard construction costs. Any cost savings from that number will be shared between Brinkman and The Town. The Town will receive 60% of the savings and 40% of the savings will go to Brinkman.

Jensen/LePlante will act as our owner representative making sure that construction is completed in accordance with the design and construction drawings and represent the Town on any disputes or issues between the contractor and the Town. Their fee is a fixed $151,628.

Alm2s is under contract with the Town for design services.

Moving ahead with the Town Center Building allows the Town to more rapidly reconfigure the Town Administration Building to accommodate police growth and move toward 24/7 coverage sooner than if we were to begin the lengthy design process for a new police building. In addition, the space programming for the Police Department indicated that the need for a stand-alone building was several years in the future. The Town Center Building design is ready to commence construction but had been put on hold pending the survey outcome. Design of the renovation of the current building can commence coincidentally with the construction of the new building so that the police renovation can occur immediately upon the vacation of the current building by administration and other staff.

If approved, construction would be per the attached schedule and generally as follows:
  o Construction begins April 2018 with occupancy in March 2019.

ADVANTAGES: Allows the Town Center Building to proceed and provides for the renovation of the Town Administration Building to accommodate police growth.

DISADVANTAGES: None.

FINANCIAL IMPACT: This project was removed from the 2018 Budget prior to its final adoption. Costs, however, continue to increase in this market for construction. Previous estimates did not include some soft costs such as fee estimates that can't be calculated until there are semi-final construction costs. Costs are estimated as follows:

- Soft Cost Totals: $976,670
- Hard Construct Cost Totals: $6,828,220 (includes 10% contingency).
- Furniture, Fixtures and Equipment Costs: $73,000
- Total Project Cost: $7,877,890
Should Council approve this action, it will allow the project to proceed and authorize the Town Manager to engage Brinkman Construction, Jensen/LePlante, and Alm2s. However, the Town staff will bring forward authorizations for Council's approval to enter into certificates of participation (COP's) which will spread the costs over 12 years, much like a home mortgage. In addition, the Town can re-capture design and other costs already expended as part of the COP’s issuance.

In addition, if Council approves this action, staff will be bringing forward authorization requests to allow for the re-configuration of the Town Administration Building for the Police Department and public works expansion.

**RECOMMENDED MOTION:** I move approval of Resolution No. 35, Series 2018 entitled “A Resolution Approving A Standard Form of Agreement Between the Town of Timnath And Brinkman Construction, Inc. And Approval of Town Council Authorization for Expenditures.”

**ATTACHMENTS:**
1. Town Center Building Budget
2. Council Expenditure Authorization
3. Resolution
4. Brinkman Contract
5. Jensen LePlante Contract
Project Name: Town of Timnath Admin Building

Updated 4.9.18

Project Size - Parameters

<table>
<thead>
<tr>
<th>Parameter</th>
<th>1.5.18</th>
<th>3.15.18</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total GSF (per BCI March Estimate)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot Size</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VE Design Goal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iGMP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Budget</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| BRINKMAN                           |        |         |         |

Pre-Development Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Town of Timnath</th>
<th>$0</th>
<th>N/A</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.01 Due Diligence (Misc Costs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.02 Land Purchase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.03 Geotechnical Studies</td>
<td>Below w/ ALM2s</td>
<td>$0</td>
<td>N/A</td>
<td>$0</td>
</tr>
<tr>
<td>10.04 Legal - Title Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.05 Traffic Study</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.06 ALTA Survey</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.07 Phase I Environmental Study</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pre-Development Total: $0 $0 $0

Soft Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Town of Timnath</th>
<th>$392,402</th>
<th>$95,800</th>
<th>$488,202</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.01 Architectural Design - C/S &amp; TF - all AE Services</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.02 Planning/Landscape (Bha)</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.03 Civil Engineer (Interwest)</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.04 Structural Design (Larsen)</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.05 MEP Design (APS &amp; The Ballard Group)</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.06 AV/Sound Systems Engineer (K2)</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.07 Design CA</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.08 Tenant Finish Design - Interiors</td>
<td>ALM2S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.09 Design/Reproduction Reimbursables</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.10 Project Management Services (2%)</td>
<td>Jensen LaPlante</td>
<td>$120,000</td>
<td>$34,468</td>
<td>$154,468</td>
</tr>
<tr>
<td>20.11 3rd Party Material Testing &amp; Inspections</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.12 City Permit/Fees/Water/Sewer</td>
<td></td>
<td>$350,000</td>
<td>($85,000)</td>
<td>$265,000</td>
</tr>
<tr>
<td>20.13 Gas Service</td>
<td>Xcel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.14 Electrical Service (Transformer Fees)</td>
<td>Xcel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.15 Telecom Service</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.16 Travel/Mileage/Photos</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Soft Cost Total: $931,402 $45,268 $976,670

Hard Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Town of Timnath</th>
<th>$5,744,000</th>
<th>$461,200</th>
<th>$6,205,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>30.01 Overall Core/Shell/Site/TF</td>
<td>BCI</td>
<td>$5,744,000</td>
<td>$461,200</td>
<td>$6,205,200</td>
</tr>
<tr>
<td>30.02 Offsite Work</td>
<td>N/A</td>
<td>$0</td>
<td>No Change</td>
<td>Not Included</td>
</tr>
<tr>
<td>30.03 Construction Contingency</td>
<td>BCI</td>
<td>$2% incl above</td>
<td>No Change</td>
<td>2% incl above</td>
</tr>
<tr>
<td>30.04 Project Contingency 10% of hard costs</td>
<td>Town of Timnath</td>
<td>$200,000</td>
<td>$420,520</td>
<td>$620,520</td>
</tr>
<tr>
<td>30.05 Third Party Building Commissioning</td>
<td>N/A</td>
<td>Not Included</td>
<td>No Change</td>
<td>Not Included</td>
</tr>
<tr>
<td>30.06 Vapor Emission Testing</td>
<td>TBD</td>
<td>$1,000</td>
<td>No Change</td>
<td>$1,000</td>
</tr>
<tr>
<td>30.07 Radio Amplification Testing</td>
<td>TBD</td>
<td>$1,500</td>
<td>No Change</td>
<td>$1,500</td>
</tr>
<tr>
<td>30.08 Radio Amplification System</td>
<td>N/A</td>
<td>Not Included</td>
<td>No Change</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

Hard Cost Total: $5,946,500 $881,720 $6,828,220

FF&E Cost Total: $61,000 $0 $73,000

PROJECT TOTAL: $6,944,902 $926,988 $7,877,890

Page 1
# Town Council Purchase Authorization

**Date:** 4/6/2018  
**Vendor:** Brinkman Construction, Jensen/LePlante  
**Department:** Capital  
**Project:** Town Center  
**Description:** Authorizes proceeding with construction of Town Center Building

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Town Center</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$7,877,890</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Financial Impact:** Additional expense from general fund balance for 2018 - to pursue Certificates of Participation for financing

**Recommendation/Justification:** Allows for the Town Center construction and re-configuration of police space.

---

**Requesting Department Signature**  
**Date**

**Town Manager Signature**  
**Date**
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 35, SERIES 2018

A RESOLUTION APPROVING A STANDARD FORM OF AGREEMENT BETWEEN 
THE TOWN OF TIMNATH AND BRINKMAN CONSTRUCTION, INC. AND 
APPROVAL OF TOWN COUNCIL AUTHORIZATION FOR EXPENDITURES

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town desires to engage construction professionals for the construction of the Town Center Building and authorize and approve the expenditures relating to the Town Center Building; and

WHEREAS, attached hereto as Exhibit A is AIA Document A102 “Standard Form of Agreement Between Owner and Contractor” and AIA Document A201 “General Conditions of the Contract for Construction” between the Town and Brinkman Construction, Inc. (together, the “Brinkman Agreement”); and

WHEREAS, attached hereto as Exhibit B is an agreement between Jensen LaPlante Development (“JLD”) and the Town to allow JLD’s project management services in connection with the Town Center Building (the “JLD Agreement”);

WHEREAS, the Town Council is familiar with the Brinkman Agreement and the JLD Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval of Agreements
The Brinkman Agreement and the JLD Agreement are hereby approved in substantially the form as attached hereto, subject to such modifications and additions as the Town Manager, in consultation with Legal Counsel, determines to be necessary and appropriate to protect the interests of the Town or effectuate the purposes set forth herein and not otherwise inconsistent with this Resolution.

Section 2. Approval of Expenditure
That the Council hereby approves and authorizes the expenditure and payment in the sum of Seven Million Eight-Hundred Seventy-Seven Thousand Eight-Hundred Ninety Dollars ($7,877,890). The Director of Finance, in consultation with Town Staff, is hereby authorized and
directed to make such book and record such entries and to do such other things as may be necessary to accomplish the purposes of this Resolution.


TOWN OF TIMNATH, COLORADO

__________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

BRINKMAN AGREEMENT
### Current Drawings

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Drawing Title</th>
<th>Revision No.</th>
<th>Drawing Date</th>
<th>Received Date</th>
<th>Set</th>
</tr>
</thead>
<tbody>
<tr>
<td>G0.0</td>
<td>COVER SHEET</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>G2.0</td>
<td>CODE STUDY</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>G2.1</td>
<td>FIRST FLOOR CODE STUDY</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>G2.2</td>
<td>SECOND FLOOR CODE STUDY</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A0.1</td>
<td>SITE PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A1.1</td>
<td>FIRST FLOOR PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A1.2</td>
<td>SECOND FLOOR PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A1.3</td>
<td>ROOF PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A1.4</td>
<td>FIRST FLOOR ENLARGED PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A1.5</td>
<td>FIRST FLOOR ENLARGED PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A1.6</td>
<td>SECOND FLOOR ENLARGED PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A1.7</td>
<td>SECOND FLOOR ENLARGED PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A3.1</td>
<td>FIRST FLOOR REFLECTED CEILING PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A3.2</td>
<td>SECOND FLOOR REFLECTED CEILING PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A3.3</td>
<td>FIRST FLOOR FINISH PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A3.4</td>
<td>SECOND FLOOR FINISH PLAN</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A4.0</td>
<td>BUILDING ELEVATIONS</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A4.1</td>
<td>BUILDING ELEVATIONS</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A4.2</td>
<td>BUILDING ELEVATIONS</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A4.3</td>
<td>PARTIAL BUILDING ELEVATIONS</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A4.4</td>
<td>EXTERIOR RENDERING</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A4.5</td>
<td>EXTERIOR RENDERING</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.1</td>
<td>BUILDING SECTIONS</td>
<td></td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>Drawing No.</td>
<td>Drawing Title</td>
<td>Revision No.</td>
<td>Drawing Date</td>
<td>Received Date</td>
<td>Set</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>---------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>A5.2</td>
<td>BUILDING SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.3</td>
<td>BUILDING SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.4</td>
<td>BUILDING SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.5</td>
<td>BUILDING SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.6</td>
<td>BUILDING SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.7</td>
<td>ELEVATOR PLANS &amp; SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.8</td>
<td>LOBBY STAIR PLANS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.9</td>
<td>LOBBY STAIR SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.10</td>
<td>NORTH WING STAIR PLANS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A5.11</td>
<td>NORTH WING STAIR SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A6.0</td>
<td>PARTITION TYPES</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A6.1</td>
<td>EXTERIOR ASSEMBLIES</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A6.2</td>
<td>WALL SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A6.3</td>
<td>WALL SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A6.4</td>
<td>WALL SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A6.5</td>
<td>WALL SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A6.6</td>
<td>WALL SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.1</td>
<td>INTERIOR ELEVATIONS - COUNCIL CHAMBER</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.2</td>
<td>FIRST FLOOR INTERIOR ELEVATIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.3</td>
<td>FIRST FLOOR INTERIOR ELEVATIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.4</td>
<td>FIRST FLOOR INTERIOR ELEVATIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.6</td>
<td>SECOND FLOOR INTERIOR ELEVATIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.7</td>
<td>RESTROOM ELEVATIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.8</td>
<td>RESTROOM ELEVATIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.9</td>
<td>TYPICAL ACCESSIBLE DETAILS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A8.10</td>
<td>CASEWORK DETAILS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>A9.1</td>
<td>DOOR &amp; WINDOW SCHEDULE</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>Drawing No.</td>
<td>Drawing Title</td>
<td>Revision No.</td>
<td>Drawing Date</td>
<td>Received Date</td>
<td>Set</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------------------------------</td>
<td>--------------</td>
<td>---------------</td>
<td>---------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>S0.1</td>
<td>GENERAL NOTES</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>S0.2</td>
<td>SPECIAL INSPECTION TABLES</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>S1.1</td>
<td>FOUNDATION PLAN</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>S1.2</td>
<td>SECOND FLOOR AND LOW ROOF FRAMING PLAN</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>S1.3</td>
<td>UPPER ROOF FRAMING PLAN</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>S1.4</td>
<td>SECOND FLOOR LOAD PLAN</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>S2.1</td>
<td>FOUNDATION SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
<tr>
<td>S2.2</td>
<td>FRAMING SECTIONS</td>
<td>0</td>
<td>12/15/2017</td>
<td>12/15/2017</td>
<td>BIN #17-0042-006 DD Set (12/15/17)</td>
</tr>
</tbody>
</table>

| Exhibit    | Floor Finish Exhibit (1st Flr)                      | 0            | 03/21/2018    | 03/21/2018    | Floor Finish Exhibits (03/21/18)         |
| Floor Finish Exhibit (2nd Flr) | FLOOR FINISH EXHIBIT (2nd Flr Plan) | 0            | 03/21/2018    | 03/21/2018    | Floor Finish Exhibits (03/21/18)         |

| Reports    | Geo Tech                                           | 0            | 03/07/2017    | 12/26/2017    | Subsurface Exploration Report 3/7/17 (03/07/17) |
# Timnath Administration Building

**IGMP Budget**

<table>
<thead>
<tr>
<th>Division</th>
<th>Description</th>
<th>Takeoff Quantity</th>
<th>Total Cost/Unit</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>010</td>
<td>General Conditions</td>
<td>16,241.00 sqft</td>
<td>23.16 /sqft</td>
<td>376,087</td>
</tr>
<tr>
<td>021</td>
<td>General Requirements</td>
<td>16,241.00 sqft</td>
<td>6.79 /sqft</td>
<td>110,260</td>
</tr>
<tr>
<td>022</td>
<td>Site Construction</td>
<td>16,241.00 sqft</td>
<td>47.47 /sqft</td>
<td>770,917</td>
</tr>
<tr>
<td>030</td>
<td>Concrete</td>
<td>16,241.00 sqft</td>
<td>12.77 /sqft</td>
<td>207,416</td>
</tr>
<tr>
<td>040</td>
<td>Masonry</td>
<td>16,241.00 sqft</td>
<td>8.93 /sqft</td>
<td>144,978</td>
</tr>
<tr>
<td>050</td>
<td>Metals</td>
<td>16,241.00 sqft</td>
<td>9.40 /sqft</td>
<td>152,604</td>
</tr>
<tr>
<td>060</td>
<td>Wood Carpentry</td>
<td>16,241.00 sqft</td>
<td>26.11 /sqft</td>
<td>424,108</td>
</tr>
<tr>
<td>064</td>
<td>Millwork</td>
<td>16,241.00 sqft</td>
<td>5.96 /sqft</td>
<td>96,725</td>
</tr>
<tr>
<td>070</td>
<td>Thermal &amp; Moisture</td>
<td>16,241.00 sqft</td>
<td>24.07 /sqft</td>
<td>390,875</td>
</tr>
<tr>
<td>071</td>
<td>Stucco &amp; EIFS</td>
<td>16,241.00 sqft</td>
<td>2.08 /sqft</td>
<td>33,712</td>
</tr>
<tr>
<td>080</td>
<td>Doors &amp; Windows</td>
<td>16,241.00 sqft</td>
<td>16.10 /sqft</td>
<td>261,415</td>
</tr>
<tr>
<td>091</td>
<td>Framing &amp; Drywall</td>
<td>16,241.00 sqft</td>
<td>15.85 /sqft</td>
<td>257,425</td>
</tr>
<tr>
<td>095</td>
<td>Ceiling Finishes</td>
<td>16,241.00 sqft</td>
<td>7.16 /sqft</td>
<td>116,278</td>
</tr>
<tr>
<td>096</td>
<td>Floor Finishes</td>
<td>16,241.00 sqft</td>
<td>7.16 /sqft</td>
<td>116,278</td>
</tr>
<tr>
<td>097</td>
<td>Wall Finishes</td>
<td>16,241.00 sqft</td>
<td>7.16 /sqft</td>
<td>116,278</td>
</tr>
<tr>
<td>100</td>
<td>Specialties</td>
<td>16,241.00 sqft</td>
<td>9.13 /sqft</td>
<td>148,255</td>
</tr>
<tr>
<td>110</td>
<td>Equipment</td>
<td>16,241.00 sqft</td>
<td>3.00 /sqft</td>
<td>48,640</td>
</tr>
<tr>
<td>120</td>
<td>Furnishings</td>
<td>16,241.00 sqft</td>
<td>0.49 /sqft</td>
<td>7,960</td>
</tr>
<tr>
<td>131</td>
<td>Fire Protection</td>
<td>16,241.00 sqft</td>
<td>5.78 /sqft</td>
<td>93,803</td>
</tr>
<tr>
<td>140</td>
<td>Conveying Systems</td>
<td>16,241.00 sqft</td>
<td>5.23 /sqft</td>
<td>85,000</td>
</tr>
<tr>
<td>150</td>
<td>HVAC</td>
<td>16,241.00 sqft</td>
<td>24.36 /sqft</td>
<td>395,608</td>
</tr>
<tr>
<td>151</td>
<td>Plumbing</td>
<td>16,241.00 sqft</td>
<td>17.70 /sqft</td>
<td>287,500</td>
</tr>
<tr>
<td>160</td>
<td>Electrical</td>
<td>16,241.00 sqft</td>
<td>26.51 /sqft</td>
<td>430,505</td>
</tr>
<tr>
<td>161</td>
<td>Telecommunications</td>
<td>16,241.00 sqft</td>
<td>19.23 /sqft</td>
<td>312,343</td>
</tr>
</tbody>
</table>

### Estimate Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Totals</th>
<th>Rate</th>
<th>Cost per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Subtotal</td>
<td>5,449,110</td>
<td>5,449,110</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weather Conditions - Allowance</td>
<td>60,000</td>
<td>60,000</td>
<td>5,509,110</td>
<td></td>
</tr>
<tr>
<td>Building Permit/Plan Check Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Use Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Dept. Review (Is)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gen Liab Ins</td>
<td>37,231</td>
<td>0.600 %</td>
<td>5,509,110</td>
<td></td>
</tr>
<tr>
<td>Bidrs Risk (wood)</td>
<td>27,924</td>
<td>0.450 %</td>
<td>5,509,110</td>
<td></td>
</tr>
<tr>
<td></td>
<td>65,155</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Contingency</td>
<td>167,228</td>
<td>3.000 %</td>
<td>5,741,493</td>
<td></td>
</tr>
<tr>
<td>BCI Precon to CD's</td>
<td>16,000</td>
<td>0.279 %</td>
<td>5,771,588</td>
<td></td>
</tr>
<tr>
<td>BCI Precon Previous</td>
<td>14,095</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30,095</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OH&amp;P</td>
<td>230,864</td>
<td>4.000 %</td>
<td>5,771,588</td>
<td></td>
</tr>
</tbody>
</table>

Init. /
## Estimate Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>230,864</td>
<td>6,002,452</td>
<td></td>
</tr>
<tr>
<td>Perform Bond (less than $7.5m)</td>
<td>66,570</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6,069,022</td>
<td></td>
</tr>
<tr>
<td>Cost Escalation Contingency</td>
<td>136,228</td>
<td>2.500%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6,205,250</strong></td>
<td>386.403/GSF</td>
</tr>
</tbody>
</table>
The following clarifications are being submitted in conjunction with the proposed budget to better define the scope of work included and shall take precedence to the design documents. The budget is based on the following documents:

- ALM2S drawings dated 2-19-2018
- EEC Geotechnical Engineering Report # 1172006 dated 03-07-2017
- Historical costs were used to establish this budget.

**Preconstruction Services**
- Preconstruction services amount is based on work completed to date plus anticipated cost to complete preconstruction services from now to finalized drawings based on a 4 month design duration.
- Includes detailed construction estimates at design development and construction documents milestones.
- Anticipates bi-monthly design meetings and web meetings or conference calls as needed throughout the design phase.
- Value engineering and alternative costing between design milestones.

**Division 1: General Conditions**
- Includes full time, on site supervision for duration of the project.
  - Project Management and Administrative Staff as necessary to support the project.
  - Temporary office facilities.
- Attendance of coordination meetings on a regular basis.
- Work hours are proposed to be between 7 am and 4 pm, Monday through Friday.
- BIM coordination assistance is included.
- Procore or CMIC management software.

**Exclusions**
- Electronic CAD and BIM as-builts.
- Project management software usage other than Procore or CMIC.

**Division 2: Sitework**
- Site specific requirements
  - Temporary power and water services during construction.
  - Temporary site utilities for duration of construction.
  - Maintenance of a comprehensive quality control program.
  - Maintenance of a comprehensive safety program.
    - Safety supplies and management of comprehensive safety program.
    - Jobsite safety signage.
  - Site security fencing with screening along street frontages.
  - Dumpsters.
  - Temporary toilets.
  - Weekly cleanup labor.
  - Final cleaning.
  - Web based camera.
- Professional construction surveying and layout.
- Erosion control and management of best management practices (BMPs) throughout the project.
- Earthwork and Utilities
  - Grading
    - Fine grading for building, asphalt paving, sidewalks, and landscaping.
  - Excavation and Backfill
    - Excavation and backfill of footings and foundations.
    - Foundation excavation to sand and gravel depth per soils report.
    - Imported fill as necessary to achieve desired grades (assumes 7000 cubic yards)
    - Final grading of topsoils stockpile to landscaped areas.
Utilities
- It is assumed all utilities are of adequate size and capacity to support the needs of the building. Upgrading utilities offsite is not included.
- Sanitary Sewer extension to building from stub from location shown.
- Water domestic and fire installed as shown including mill and overlay of signal tree drive.
- Storm Sewer included as shown on plan. Except utilities under Timnath Trail.
- All utility work includes necessary traffic control, asphalt repairs, and testing required for a complete installation.

Site Concrete
- 4” Unreinforced private sidewalks and handicap ramps.
- 6” Unreinforced public sidewalks.
- 8” Concrete drain / drive pans.
- 18” Private curb and gutter.
- 24” Public curb and gutter.
- 6” Trash enclosure pad.
- 6 Light pole bases.

Paving
- 4”/6” Composite paving at all drives lanes including scarify, moisture condition, and recompaction.
- 3.5”/5” Composite paving at all parking stalls including scarify, moisture condition, and recompaction.
- Striping for parking.

Landscaping and Irrigation
- Soil preparation and fine grading.
  - An allowance of $5/sqft of landscape area has been included for landscaping an irrigation.
  - An budget of $7,500 has been included for site landscape boulders.
  - Native seed and temporary irrigation included for detention pond.

Site Furnishing
- An budget of $1,200 ea. has been included for (12) Benches.
- An budget of $600 ea has been included for (2) Bike Racks.
- An budget of $2,400 ea has been included for (8) Picnic Tables.

Exclusions
- Timnath Trial asphalt, curb and gutter, storm and water utilities buried under Timnath Trail are not included.

Division 3: Concrete
- Structural Concrete
  - Pad footings and spread footings per preliminary foundation design.
  - Shallow pad and strip footings at interior bearing conditions.
  - 8” & 12” shallow foundation walls at building perimeter
  - 5’ Deep elevator pit with 8” walls with xypex admixture for waterproofing.
- Flatwork
  - 5” Slab on grade with reinforcement over 15 mil vapor barrier and 4” of underslab gravel.
  - Stair pans and landings.
- Gypcrete
  - 1.5” Thick gypcrete with .25” acoustic mat at level 2
  - Isolation strip adjacent to partitions.

Exclusions
- Special finishes.
- Concrete accelerators.
- Concrete hardeners.
Colored concrete.
Water curing.
Concrete form liners.
Cold weather concreting

Division 4: Masonry

- CMU
  - 8" Splitface CMU at trash enclosure including reinforcement.
  - 8" Standard gray CMU at elevator shafts including reinforcement.
- Stone Veneer
  - Manufactured stone veneer as shown with manufactured stone sills on elevations
  - Manufactured stone veneer at interior feature walls and entry way columns.
- Standard mortar, grout, flexible membrane flashings, mortar net, weeps, wall anchors, lath, wire wall reinforcement, and cleaning.

Exclusions

- Colored mortars.
- Integral water repellents.
- Masonry sealers.
- Graffiti guard.

Division 5: Steel

- Structural Steel
  - Steel columns and beams.
  - Steel columns and beams for trellis at patio.
  - Steel erection.
  - AISC certification for fabrication and erection
- Miscellaneous Steel
  - Lobby stair with decorative rail (budget of $300/lf for decorative railing)
  - Back of house stair with plate steel stringers and vertical picket (not decorative) rail.
  - Roof Access ladder
  - Elevator pit ladder and hoist beam
  - Roof access ladder
  - A budget of $125/ft is included for 100 lf of site rails.

Exclusions

- Architecturally Exposed Structural Steel (AESS) standards.
- Architectural steel channel top and bottom of windows.
- Steel Tariff impacts are not included.

Division 6: Wood Carpentry

- Rough Carpentry
  - Dimensional and engineered lumber for exterior walls, floors and roof.
    - Timber framing architectural trusses for decoration as shown.
  - Sheathing at exterior/bearing walls, floor, and roof.
  - Engineered trusses and I joists.
  - Hold downs and miscellaneous hardware.
  - Commercial building wrap.
  - Installation of nail fin windows.
  - Backing and blocking for accessories and casework.
  - 2x6 cedar planks at patio trellis
- Finish Carpentry - Commercial
  - Plastic laminate casework and cabinets including standard hinges, guides, and pulls.
  - Fireplace surrounds.
  - An budget of $100/ sqft has been included for all counter tops throughout.
Wood grab rail at main stair.
Barn wood wainscot in chambers room only.

**Exclusions**
- FSC certified lumber.
- Standing and running trim
- Solid surface window sills.
- Decorative wood ceilings.
- Wood Chair rail.

**Division 7: Thermal & Moisture**
- Waterproofing and Dampproofing
  - 2” Rigid foundation insulation and emulsified dampproofing for exterior face of foundation walls.
- Air and Weather Barrier
  - Tyvek type air and moisture barrier.
- Building Insulation
  - R13 kraft faced batt insulation in floor.
  - R20 FSK faced batt insulation at exterior walls.
  - R13 Sound insulation at interior walls, as noted.
- Siding and Trim
  - Cement board and batten siding.
  - Barn wood rain screen siding Roofing
  - Trim around windows assumed to be wood.
- Roofing
  - 60 mil White TPO mechanically attached roof, 1/4” cover board and R30 rigid insulation and associated flashings.
    - 200 feet of adhered walkway pavers
    - 15 year roofing warranty.
  - Asphalt shingles with (1) layer of 15# underlayment, and ice/water shield at valleys.
    - 30 year roofing warranty.
  - 24 gauge gutter and downspouts.
  - 24 gauge cap flashing.
- Siding
  - Corrugated metal exposed fastener panels Berridge S Deck or similar.
  - Parapets have been extended by 2’ to account for mechanical equipment screening
  - An allowance of $17,160 has been included for equipment screening reference OIL.
  - Miscellaneous flashings for siding system.
- Stucco
  - ½” 2 coat stucco included as shown on elevations with aluminum “v” groove reveals.
  - Trim around windows assumed to be stucco banding.
- Caulking and Sealants
  - Joint sealants at dissimilar building materials and joints between building and exterior concrete.

**Exclusions**
- Frey reglet reveals at stucco or siding.
- Wind speed warranties on roofing system above code minimum.
- Metal Roofing
- Heat trace in downspouts.
- Continuous insulation
- Fire proofing of any steel
- Drainage board on face of damp proofing.

**Division 8: Doors & Windows**
- Commercial Doors
  - 7'-0” High primed hollow metal doors with primed welded metal frames.
  - 7'-0” High prefinished solid core wood doors with primed welded metal frames.
    - An budget of $400/door leaf has been included for door hardware.
• Overhead and Coiling Doors
  o Steel coiling counter shutter doors at all service counters and servery.
  o Manually operated sectional glazed doors at multipurpose room.

• Commercial Windows
  o Storefront window systems Tubelite thermally broken frames.
  o Glazing to be ¾” insulated panes solarban 60 LowE
  o Interior storefront at all type A interior openings with ¼” glass.
  o ¾” Tempered glazing in interior door and window lites.
  o Medium stile storefront doors with manufactures standard door hardware. Standard clear anodized or dark bronze finish.
  o ADA Door operators at 2 door leafs at main entrance.

• Manufactured windows
  o Fiberglass windows for all Type A & B exterior openings

Exclusions
  o Skylights
  o Specialty finish on storefront windows
  o Fire rated glass
  o Specialty doors and openings other than listed above.
  o Fire rated shutter doors.
  o Electrified door hardware systems

Division 9: Finishes

• Drywall
  o Interior stud walls including the following:
    ▪ Light gage stud framing for interior partitions.
    ▪ 5/8” Drywall, type X as required by code.
    ▪ DenShield at wet wall of restrooms.
  o 5/8” drywall on exterior walls
  o Level 4 smooth finish or light orange peel/knockdown finish.
  o Square corner beads.
  o Drop ceilings and soffits at ceiling transitions.
  o Rated partitions.

• Ceilings
  o 2’x2’ tegular edge tiles in 9/16” grid
  o 4’x4’ tegular edge tiles in 15/16” grid.
  o An allowance of $13,100 is included for decorative ceiling in chamber room reference OIL
  o An allowance of $9,950 is included for acoustical wall panels reference OIL.

• Flooring
  o Reference floor quantity take off exhibit.
  o Tile
    ▪ Tile Flooring budgeted at $15/sqft installed.
    ▪ Wall tile included at wet walls in restrooms at $14/sqft with accent tile band at $20/ lf
    ▪ Tile stair treads with nosing included at main stair.
    ▪ Includes Schluter expansion and caps where noted.
    ▪ Standard grout is included at all locations.
  o Resilient.
    ▪ Rubber base as noted.
    ▪ Rubber treads and landings included at back of house stair.
  o Carpet
    ▪ Carpet tiles included at $40/ sqyd installed.
    ▪ Carpet base in corridors.
  o Polished concrete in multipurpose room
  o Concrete sealer at Storage, Electrical, Maintenance, Data, Mechanical, and Sprinkler Rooms.

• Painting
Prime and paint all drywall walls and ceilings.
- Paint board and batten siding.
- Paint exterior trash/transformer enclosure gates.
- Paint all hollow metal doors/frames.

**Exclusions**
- Moisture mitigation is not included but highly recommended for warranty purposes for some flooring products.
- Epoxy grout
- Wallcovering
- Sealing of grout joints

**Division 10: Specialties**
- Misc Specialties
  - An budget of $500 is included for a time capsule.
- Toilet Accessories
  - Common Restroom Accessories as shown.
  - Powder coated steel toilet partitions and urinal screens.
- Flag poles
  - Three 30’ tapered flag poles.
- Signage
  - Interior code signage is included.
- Fire Protection Specialties
  - (1) Knox box.
  - 10-pound ABC fire extinguishers with non-rated steel semi-recessed cabinets.
- Wall protection
  - An allowance of $5,000 is included for ballistic resistance panels at the chambers Di-Wall.
- Fireplaces
  - An budget of $4,500 is included for a fireplaces.
- Operable folding partitions
  - (3) 9’ tall operable folding partition with manufactures standard finishes and STC ratings.
- Sun Shades
  - Steel sunshades with 3’ projection from building

**Exclusions**
- Corner guards or wall protection
- Building and monument signage.
- Operational and room signage is not included.

**Division 11: Equipment**
- An allowance of $45,000 is included for entry way water feature reference OIL.
- Food Service/Kitchen equipment.
  - Stainless steel Frigidaire appliances
    - 23 cubic foot side by side refrigerator.
    - 30” under counter dishwasher
    - 30” countertop microwave.
    - Undercounted refrigerator.

**Exclusions**
- Audio visual equipment Ref allowance in division 16

**Division 12: Furnishings**
- Window Coverings
  - Manual roller shades at exterior windows with 7% openness factor.

**Exclusions**
- Building Furniture
- Artwork
- Seating in chambers room
Division 13: Special Constructions

- No work included.

Division 14: Conveying Systems

- TKE Endura 2100 lb holeless hydraulic elevator with stainless steel cab ceiling, doors, and entrance frames.
- Battery powered lowering option included

Division 15: Mechanical

- Fire Suppression System
  - Design build of wet sprinkler system in all conditioned spaces and a dry sprinkler system in non-conditioned spaces to meet NFPA and local Authority Having Jurisdiction (AHJ).
  - Semi-recessed heads in center of tile or room as required.
  - Double-check backflow preventer, wall mount fire department connection, flow and tamper switches.
  - Dry systems figured in sloped truss roof areas.
  - Fire pump is not included.
  - Preaction system is not included.
- Plumbing System
  - Commercial grade Plumbing fixtures.
  - Reduced pressure backflow preventer.
  - Type L copper domestic water lines 2" and larger.
  - PEX domestic water line smaller than 2".
  - Solid wall schedule 40 PVC for all drain, waste, vent, and storm.
  - Black steel schedule 40 gas lines.
- HVAC System
  - Budget based on gas fired packaged roof top units with VVT controls.
  - Duct work distribution throughout space
  - Grilles, registers, and diffusers.
  - Electric unit heaters in vestibules, mechanical rooms, and electrical rooms.
  - Assumed 29 zones with electric reheat.
  - (1) mini split system for server room.
  - Air balancing of each system.

Excluded
- Cast iron storm piping
- Decorative plumbing fixtures

Division 16: Electrical

- Service
  - Primary service from utility transformer within 50’ of electrical room.
  - Secondary to all service panels.
- Site Lighting
  - 6 dual head light poles for parking lot lighting
  - Site lighting to be operated by a time clock and photocell.
- Building lighting.
  - An budget of $224,000 has been included for building lighting and lighting controls.
- General power and branch circuitry
  - All wiring to be MC cable.
- Connection of mechanical equipment.
- Fire alarm system to be design build to meet Authority Having Jurisdiction (AHJ).
- CAT6 and RG6 wiring only for phone, cable, and wireless access points. Termination and system by others.
- An allowance of 100,000 has been included for CCTV system, Access control, and security systems
- An allowance of $100,000 has been included for AV systems.

Exclusions
Utility fees and transformers are not included.
Smoke control, area of rescue, radio amplification, voice evacuation fire alarm system are not included.
Testing and commissioning is not included.
Wireless emergency call system and associated wiring is not included.

General Allowances
- Allowances are included as noted below and include all labor, materials, equipment, applicable insurances and taxes to complete the work as noted. Costs of the work against the allowances will be tracked on a monthly basis and reconciled with the Owner at the end of the project. Any money not used from that allowance will be returned to the Owner. Any overages will be charged against the contract as additional work.
- An allowance of $60,000 is included for weather conditions and shall be used for, but not limited to, tenting, heating, fuel/power use, rentals, soils mitigation, admixtures, haul off and import of soils, dewatering, blanketing, delays and extended general conditions, etc as a direct result from working in inclement weather.

Supplemental Conditions
Warranty
- One year warranty
Insurance
- The budget amount includes General and Excess Liability.
- The budget amount includes Builder’s Risk insurance.
Taxes
- Assumes project is tax exempt.
Payment and Performance Bond
- A payment and performance bond has been included.
Contractor’s contingency
- It is assumed there will be a shared savings clause for unused contingency.
- Fee has been established based on a Contingency Split at the end of the project 30% retained by the contractor / 70% returned to the owner.
- Contingency for sole use of the GC.
Contract
- Pricing is predicated on the execution of an AIA Cost of Work Plus a Fee with Guaranteed Maximum Price Agreement between the Owner and Contractor as provided by AIA document A102 or A133 with General Conditions of the Contract provided by AIA document A201. Extensive modifications or revisions to these documents may necessitate reassessing the terms of the proposal. A Waiver of Consequential Damages as provided for in the A102 or A133 will be required and is non-negotiable.
Cost Escalations
- A 2.5% cost material and market cost escalation factor has been included.

Exclusions
- Liquidated damages.
- Consequential Damages.
- City and county use tax.
- General Contractor’s Payment and Performance Bond.
- Subcontractor bonding.
- Davis Bacon or Prevailing Wages.
- Owner contingency.
- Material testing costs.
- Off hours’ work.
- Building permit and plan check fees.
- Development, impact, parkland, entitlement, utility, municipal, etc. fees.
- Site ALTA survey, Traffic, Environmental Survey and Soils Engineering Reports.
- Materials testing, blower door testing, and 3rd party inspection fees.
- Building commissioning costs.
- Building enclosure commissioning.
- Costs associated with LEED certification and management.
# Timnath Admin Project Summary

## Project Milestones

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Original Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Town council Authorization</td>
<td>0</td>
<td>02/22/18</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Issue F&amp;F Package for Permit</td>
<td>0</td>
<td>03/28/18</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Planning Commission Approval</td>
<td>0</td>
<td>04/18/18</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>F&amp;F Permit Issued</td>
<td>0</td>
<td>04/25/18</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Issue NTP for F&amp;F Package</td>
<td>0</td>
<td>04/27/18</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>City Issues Full Building Permit</td>
<td>0</td>
<td>06/22/18</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Certificate of Occupancy</td>
<td>0</td>
<td>03/25/19</td>
<td></td>
</tr>
</tbody>
</table>

## Project Impacts

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Original Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>Weather Days</td>
<td>10</td>
<td>03/11/19</td>
<td>03/22/19</td>
</tr>
</tbody>
</table>

## Timnath Admin WBS by Area

### Pre Construction

#### Design Development

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Original Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Agree to Design Fees avail to complete F&amp;F Package</td>
<td>3</td>
<td>02/22/18</td>
<td>02/26/18</td>
</tr>
<tr>
<td>12</td>
<td>Update drawings for Planning Resubmittal</td>
<td>15</td>
<td>02/27/18</td>
<td>03/19/18</td>
</tr>
<tr>
<td>13</td>
<td>Site Plan Update (Access Point)</td>
<td>5</td>
<td>02/27/18</td>
<td>03/05/18</td>
</tr>
<tr>
<td>15</td>
<td>Structural complete for F&amp;F</td>
<td>18</td>
<td>02/27/18</td>
<td>03/22/18</td>
</tr>
<tr>
<td>16</td>
<td>Architectural &amp; MEP for F&amp;F</td>
<td>15</td>
<td>02/27/18</td>
<td>03/19/18</td>
</tr>
<tr>
<td>14</td>
<td>Civil Design complete for F&amp;F</td>
<td>5</td>
<td>03/06/18</td>
<td>03/12/18</td>
</tr>
<tr>
<td>17</td>
<td>Final Coordination of F&amp;F package</td>
<td>3</td>
<td>03/23/18</td>
<td>03/27/18</td>
</tr>
<tr>
<td>19</td>
<td>Construction Documents</td>
<td>30</td>
<td>03/28/18</td>
<td>05/08/18</td>
</tr>
<tr>
<td>20</td>
<td>Issue CD Set</td>
<td>1</td>
<td>05/09/18</td>
<td>05/09/18</td>
</tr>
</tbody>
</table>

### Bid Package

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Original Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Price/Agree to F&amp;F Budget</td>
<td>10</td>
<td>03/28/18</td>
<td>04/10/18</td>
</tr>
<tr>
<td>25</td>
<td>Update iGMP Budget</td>
<td>10</td>
<td>04/11/18</td>
<td>04/24/18</td>
</tr>
<tr>
<td>26</td>
<td>Submit iGMP for Approval</td>
<td>1</td>
<td>04/25/18</td>
<td>04/25/18</td>
</tr>
<tr>
<td>27</td>
<td>Town Review/Approve iGMP</td>
<td>1</td>
<td>04/26/18</td>
<td>04/26/18</td>
</tr>
<tr>
<td>28</td>
<td>Construction Drawings Estimate</td>
<td>15</td>
<td>05/10/18</td>
<td>05/31/18</td>
</tr>
<tr>
<td>29</td>
<td>Submit fGMP</td>
<td>1</td>
<td>06/01/18</td>
<td>06/01/18</td>
</tr>
<tr>
<td>30</td>
<td>Town Review/Approve fGMP</td>
<td>2</td>
<td>06/04/18</td>
<td>06/05/18</td>
</tr>
</tbody>
</table>

### Permitting/Fees

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Original Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Submit Updated Documents to Planning</td>
<td>5</td>
<td>03/20/18</td>
<td>03/26/18</td>
</tr>
<tr>
<td>5</td>
<td>Planning Review Period (2nd round)</td>
<td>10</td>
<td>03/27/18</td>
<td>04/09/18</td>
</tr>
<tr>
<td>33</td>
<td>City F&amp;F Permit Review</td>
<td>10</td>
<td>03/28/18</td>
<td>04/10/18</td>
</tr>
<tr>
<td>ID</td>
<td>Description</td>
<td>Original Duration</td>
<td>Start</td>
<td>Finish</td>
</tr>
<tr>
<td>----</td>
<td>----------------------</td>
<td>-------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>47</td>
<td>Punchlist</td>
<td>15</td>
<td>03/07/19</td>
<td>03/27/19</td>
</tr>
<tr>
<td>68</td>
<td>Final Inspections</td>
<td>2</td>
<td>03/07/19</td>
<td>03/08/19</td>
</tr>
<tr>
<td>51</td>
<td>Owner FFE &amp; Move in</td>
<td>15</td>
<td>03/25/19</td>
<td>04/12/19</td>
</tr>
</tbody>
</table>

Init. /
### SECTION 1 - CONTRACT TO DATE

<table>
<thead>
<tr>
<th>Total GMP Budget</th>
<th>$6,205,250</th>
<th>GMP Dated</th>
</tr>
</thead>
</table>

#### Approved Change Items (CI)
- CI-1
- CI-2
- CI-3

<table>
<thead>
<tr>
<th>Subtotal Pending Change Costs</th>
<th>$0</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Pending Change Costs</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### SECTION 2 - ACTIVE CHANGE ITEMS

- CI-1
- CI-2
- CI-3

<table>
<thead>
<tr>
<th>Subtotal Pending Change Costs</th>
<th>$0</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Pending Change Costs</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### SECTION 3 - ACCEPTED CHANGE ITEMS

<table>
<thead>
<tr>
<th>Subtotals:</th>
<th>$0</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Approved Change Costs:</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### SECTION 4 - ALLOWANCES

<table>
<thead>
<tr>
<th>Description</th>
<th>GMP Allowance</th>
<th>Amount Allocated</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>$138,158</td>
<td>$0</td>
<td>$138,158</td>
</tr>
<tr>
<td>RTU Equipment Screening</td>
<td>$17,160</td>
<td>$0</td>
<td>$17,160</td>
</tr>
<tr>
<td>Decorative ceiling chambers room</td>
<td>$13,100</td>
<td>$0</td>
<td>$13,100</td>
</tr>
<tr>
<td>Acoustical wall treatments</td>
<td>$9,950</td>
<td>$0</td>
<td>$9,950</td>
</tr>
<tr>
<td>Ballistic resistance panels</td>
<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>water feature</td>
<td>$45,000</td>
<td>$0</td>
<td>$45,000</td>
</tr>
<tr>
<td>Audio Visual systems</td>
<td>$100,000</td>
<td>$0</td>
<td>$100,000</td>
</tr>
<tr>
<td>CCTV / Security / Card Access</td>
<td>$100,000</td>
<td>$0</td>
<td>$100,000</td>
</tr>
<tr>
<td>Weather Conditions</td>
<td>$60,000</td>
<td>$0</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotals:</th>
<th>$319,950</th>
<th>$0</th>
<th>$319,950</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Remaining Allowance:</td>
<td>$319,950</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 5 - CONTINGENCY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount Allocated</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractors Contingency</td>
<td>$136,228</td>
<td>$0</td>
<td>$136,228</td>
</tr>
<tr>
<td>Design / Cost Escalation Contingency</td>
<td>$167,228</td>
<td>$0</td>
<td>$167,228</td>
</tr>
</tbody>
</table>

| Subtotals: | $303,456 | $0 | $303,456 |

---

Init. /  

Page 1 of 2  3/21/2018
Total Remaining Contingency: $303,456

SECTION 6 - INACTIVE CHANGE ITEMS

| Init. | / |

Page 2 of 2
<table>
<thead>
<tr>
<th>PERSONNEL - DESCRIPTION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT EXECUTIVE</td>
<td>$ 110.00</td>
</tr>
<tr>
<td>OPERATIONS/CONSTRUCTION MANAGER</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>SENIOR PROJECT MANAGER</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>PROJECT MANAGER</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>ASSISTANT PROJECT MANAGER</td>
<td>$ 70.00</td>
</tr>
<tr>
<td>PROJECT ENGINEER</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>PROJECT INTERN</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>GENERAL SUPERINTENDENT</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>SENIOR SUPERINTENDENT</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>SUPERINTENDENT</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>ASSISTANT SUPERINTENDENT</td>
<td>$ 70.00</td>
</tr>
<tr>
<td>FIELD ENGINEER</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>CARPENTER FOREMAN</td>
<td>$ 55.00</td>
</tr>
<tr>
<td>CARPENTER</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>SITE LABOR</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>PROJECT ACCOUNTANT</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>PROJECT COORDINATOR</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>RISK MANAGER</td>
<td>$ 95.00</td>
</tr>
<tr>
<td>QUALITY ASSURANCE MANAGER</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>SAFETY MANAGER</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>PRECONSTRUCTION DIRECTOR</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>SENIOR PRECONSTRUCTION MANAGER</td>
<td>$ 85.00</td>
</tr>
<tr>
<td>PRECONSTRUCTION MANAGER</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>ASSISTANT PRECONSTRUCTION MANAGER</td>
<td>$ 65.00</td>
</tr>
</tbody>
</table>
## TOOL & EQUIPMENT RENTAL RATES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>Day</th>
<th>Week</th>
<th>Month</th>
<th>Seasonal</th>
<th>Delivery/Pick Up / Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Storage Trailers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi - 10x40</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$175.00</td>
<td>N/A</td>
<td>$250.00</td>
</tr>
<tr>
<td>Tow Behind - 6x12</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$125.00</td>
<td>N/A</td>
<td>$125.00</td>
</tr>
<tr>
<td><strong>Weather Protection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Blanket</td>
<td>$14.00</td>
<td>$43.00</td>
<td>$98.00</td>
<td>$118.00</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>150,000 BTU Salamander Heater</td>
<td>$42.00</td>
<td>$138.00</td>
<td>$365.00</td>
<td>$745.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>300,000 BTU Direct Fire Heater</td>
<td>$52.00</td>
<td>$188.00</td>
<td>$424.00</td>
<td>$875.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>Mushroom Heater</td>
<td>$15.00</td>
<td>$43.00</td>
<td>$86.00</td>
<td>$106.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td><strong>Air Circulation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20&quot; Fan</td>
<td>$18.00</td>
<td>$40.00</td>
<td>$80.00</td>
<td>$425.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>30&quot; Fan</td>
<td>$8.00</td>
<td>$56.00</td>
<td>$240.00</td>
<td>$680.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>36&quot; Fan</td>
<td>$9.00</td>
<td>$63.00</td>
<td>$270.00</td>
<td>$765.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>Air Mover (squirrel cage fan)</td>
<td>$6.00</td>
<td>$42.00</td>
<td>$180.00</td>
<td>$510.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td><strong>Layout</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laser Level</td>
<td>$103.00</td>
<td>$273.00</td>
<td>$681.00</td>
<td>N/A</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Builder's Level</td>
<td>$45.00</td>
<td>$123.00</td>
<td>$260.00</td>
<td>N/A</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Theodolite</td>
<td>$103.00</td>
<td>$273.00</td>
<td>$681.00</td>
<td>N/A</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td><strong>Dollies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall Cart</td>
<td>$24.00</td>
<td>$67.00</td>
<td>$134.00</td>
<td>N/A</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>Pallet Jack</td>
<td>$36.00</td>
<td>$118.00</td>
<td>$346.00</td>
<td>N/A</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td><strong>Power &amp; Small Tools</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Staff Job Box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ramset</td>
<td>$20.00</td>
<td>$80.00</td>
<td>$240.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Worm Drive Circular Saw</td>
<td>$17.00</td>
<td>$50.00</td>
<td>$150.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Angle Grinder</td>
<td>$20.00</td>
<td>$60.00</td>
<td>$180.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Hammer Drill - Bulldog Style</td>
<td>$56.00</td>
<td>$167.00</td>
<td>$500.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Corded Sawzall</td>
<td>$17.00</td>
<td>$50.00</td>
<td>$150.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Cordless Kit</td>
<td>$83.00</td>
<td>$249.00</td>
<td>$498.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Electric Portaband Saw</td>
<td>$40.00</td>
<td>$115.00</td>
<td>$343.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Framing Nailer</td>
<td>$33.00</td>
<td>$100.00</td>
<td>$300.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Air Compressor - Pancake Style</td>
<td>$27.00</td>
<td>$109.00</td>
<td>$218.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Other Power &amp; Small Tools</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/4” Impact Wrench</td>
<td>$20.00</td>
<td>$60.00</td>
<td>$120.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Sliding Compound Miter Saw w/ Stand</td>
<td>$40.00</td>
<td>$120.00</td>
<td>$360.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Table Saw</td>
<td>$39.00</td>
<td>$117.00</td>
<td>$350.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Trim Nailer</td>
<td>$33.00</td>
<td>$100.00</td>
<td>$250.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Power Resources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>700 Watt Generator</td>
<td>$65.00</td>
<td>$230.00</td>
<td>$489.00</td>
<td>N/A</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td><strong>Dumpster / Debris Removal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 cuyd Steel Dumpster on Casters</td>
<td>N/A</td>
<td>$185.00</td>
<td>$350.00</td>
<td>N/A</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>1 cuyd Trash Buggy on Casters</td>
<td>$45.00</td>
<td>$136.00</td>
<td>$278.00</td>
<td>N/A</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post Tension Metal Detector</td>
<td>$30.00</td>
<td>$120.00</td>
<td>$360.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Personal Air Monitor</td>
<td>$120.00</td>
<td>$360.00</td>
<td>$720.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>iPhone Infrared Camera</td>
<td>$65.00</td>
<td>$130.00</td>
<td>$260.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Inspection Camera</td>
<td>$65.00</td>
<td>$130.00</td>
<td>$260.00</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Oxygen / Acetylene Torch Set</td>
<td>$78.00</td>
<td>$185.00</td>
<td>$412.00</td>
<td>N/A</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>Pressure Washer</td>
<td>$75.00</td>
<td>$172.00</td>
<td>$360.00</td>
<td>N/A</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>Baker Scaffold w/ Safety Rail (per section)</td>
<td>$55.00</td>
<td>$165.00</td>
<td>$455.00</td>
<td>N/A</td>
<td>$125.00</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT made as of the 13 day of April in the year 2018
(In words, indicate day, month and year.)

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

Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

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

Brinkman Construction, Inc., a Colorado Corporation
3528 Precision Drive, Suite 100
Fort Collins, CO 80528

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

Timnath Administration Building
4750 Signal Tree Drive
Timnath, CO 80547

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

alm2s
712 Whalers Way, Bldg. B, Suite 100
Fort Collins, CO 80525

The Owner and Contractor agree as follows.

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

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

This document is not intended for use in competitive bidding.

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.
TABLE OF ARTICLES
1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 RELATIONSHIP OF THE PARTIES
4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5 CONTRACT SUM
6 CHANGES IN THE WORK
7 COSTS TO BE REIMBURSED
8 COSTS NOT TO BE REIMBURSED
9 DISCOUNTS, REBATES AND REFUNDS
10 SUBCONTRACTS AND OTHER AGREEMENTS
11 ACCOUNTING RECORDS
12 PAYMENTS
13 DISPUTE RESOLUTION
14 TERMINATION OR SUSPENSION
15 MISCELLANEOUS PROVISIONS
16 ENUMERATION OF CONTRACT DOCUMENTS
17 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
1. Modifications to this agreement signed by both parties.
2. The Agreement between Owner and Contractor.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The Supplementary Conditions or Other Conditions of the Contract.
5. The General Conditions of the Contract for Construction, AIA A201-2007, as amended and initialed by the parties.
6. The Assumptions and Clarifications.
7. Drawings and Specifications.
8. Other documents specifically enumerated in the Agreement as part of the Contract Documents.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

(Paragraph Deleted)

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

§3.2 The Owner acknowledges that the Contractor is in no way providing professional services, which constitute the practice of architecture or engineering, and the responsibility and liability in connection with these services are the responsibility of the Owner and the Design Consultants. The Architect and Owner shall be responsible for determining the suitability of any modifications suggested or proposed by the Contractor with regards to value engineering, voluntary alternates or substitutions to the Contract Documents.

§3.3 The Contractor has exclusively relied upon the Geotechnical Engineering Report provided by the Owner as a warranty of existing and subgrade conditions. Contractor’s examination of site conditions was limited to visual observations to become generally familiar with local conditions under which the work is to be performed. Any conditions encountered that differ materially from the Geotechnical Report shall be grounds for additional cost and/or duration per Article 7, 8 and 15 of A201-2007.*

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. *(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 4.2.1 The date of commencement of the Work shall be five (5) calendar days after the date the Contractor receives (1) the notice to proceed issued by the Owner, (2) authorization to proceed from the authority having jurisdiction on critical path work, (3) the fully executed Agreement Between Owner and Contractor, and (4) Evidence of Owner’s financing.

§ 4.2.2 The Owner and Contractor mutually acknowledge that to facilitate the start of Construction it is expected that an early grading permit, a Footings and Foundations permit, and potentially other partial releases of work will be provided by the Owner. Contractor and Owner will mutually endeavor to provide milestone dates in Contractor’s schedule by which these activities will need to occur to maintain the completion date. Any delays in these dates will be subject to the delay process outlined in Article 4.4.

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 4.3 The Contract time shall be measured from the date of commencement.

The Owner and Contractor have agreed on a Project Schedule, attached as Exhibit “D”, which identifies the progress
of the Work, including, but not limited to all major subcontract commencements and completions, as well as milestones identified for temporary certificate of occupancy, certificate of occupancy, substantial completion, and final completion. The parties understand that the specific dates within the Project Schedule may be changed slightly to reflect the actual date of the Owner’s Notice to Proceed, but the Contract Time set forth in Section 4.4 below (333 days) is absolute and will not be changed.

It is understood that subcontract line items in the Project Schedule are not absolute and may vary. The Contract Time and times for obtaining governmental approvals, certificate of occupancy, and substantial completion are, however, absolute. The Project Schedule includes time required for all activities and events that may be expected to be encountered in the Project.

Milestones established by the Schedule shall not, except with Owner’s written consent, be exceeded by the Contractor. The Contractor acknowledges that events may arise that may impact the Schedule related to delivery of materials and/or performance of services by Owner’s contractors and lower tiers, and Contractor will make efforts to adjust the Work and sequencing to accommodate these events.

§ 4.4 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

See Exhibit D - Schedule of Work

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion date</th>
</tr>
</thead>
</table>

, subject to adjustments of this Contract Time as provided in the Contract Documents.

In the event a Change Orders affects the scheduled critical path, the Contractor shall be allowed to collect $1,749 per day for the General Conditions during the affected period. Subsequently, in the event a Change Order affects the scheduled critical path by reducing the overall schedule, the Contractor shall credit the Owner $1,749 per day for the General Conditions during the affected period. No reduction in General Conditions shall be considered if the overall schedule is reduced through means and methods of the Contractor, and not otherwise through scope reduction or via Owner Change Order

Changes in the Schedule must be approved in writing by Jeff Jensen on behalf of Owner to be binding. No extended general conditions shall be allowed through the change order process unless the change order work impacts the critical path of the entire Project Schedule.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)

ARTICLE 5 CONTRACT SUM

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

§ 5.1.1 The Contractor’s Fee:

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

The Contractor’s Fee shall be <four > percent (4.0%) of the sum of the Cost of the Work, Allowances, General Conditions, Contingency and insurance.

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

The Contractor's Fee shall be increased or decreased, pursuant to the provisions of Article 7 of the A201-2007-General Conditions of the Contract, and as follows:
1. For additive change orders, the Fee shall be increased by <four> percent (4.0%) of the increased Cost of Work,
2. For deductive individual change orders that are less than Ten percent (10%) of the current adjusted contract amount, the Fees shall be reduced by Zero percent (0.00%).
3. For deductive individual change orders equal to or greater than Ten percent (10%) of the current adjusted contract amount, the Fee shall be reduced by <four> percent (4.0%) of the deducted Cost of Work.

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

Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall be limited to no more than the same fee (as a percentage) incorporated into the Subcontractor's base contract amount.

§ 5.1.4 Rental rates for Contractor-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:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Six Million, Two Hundred Five Thousand, Two Hundred Fifty Dollars ($6,205,250.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

Any savings resulting from the final cost at completion being less than the GMP will be shared on a percentage basis between the Owner and the Contractor as follows <forty> percent (40%) retained by the Contractor and <sixty> (60%) returned to the Owner.

§ 5.2.2 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:
(Identify the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

See Exhibit E - Open Items List

§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit C - Assumptions & Clarifications
§ 5.2.5 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided 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.

§ 5.2.6 The GMP includes a contractor contingency of 3.0%. This contingency is for the sole use and benefit of the Contractor. The Contractor’s Contingency is not for use by or the benefit of the Owner/Architect or consultants and shall not be used to cover errors or omissions, unknown conditions, weather delays or for those items described in § 5.2.5, unless mutually agreed to by Owner and Contractor. The use of contingency shall be tracked and reported to the Owner on a monthly basis; however, a signed Change Order shall not be required to reallocate project contingency to the division in which it is to be utilized.

§ 5.2.7 The GMP includes a cost escalation contingency in the amount of 2.5%. This contingency is intended to account for the development of the design from its current state to final Construction Drawings. When the Contractor prices the final CD drawings, any remaining funds from the cost escalation contingency line item will be credited back to the Owner in full.

ARTICLE 6  CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction. Owner represents that no change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated, will be approved or made by Owner unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement. The Owner shall provide written evidence of such appropriation prior to commencement of the Work and prior to execution of every change order that increases the Guaranteed Maximum Price.

§ 6.2 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 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 Articles 5, 7 and 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.

§ 6.3 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 Article 7 of this Agreement and the term “fee” shall mean the Contractor’s Fee as defined in Section 5.1.1 of this Agreement.

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

§ 6.5 Contractor’s performance of any proposed Change Order work prior to the signature of a Change Request by the specific Owner Representative designated and authorized to execute Change Requests, or a Change Order signed by April D. Getchius shall be performed at the Contractor’s sole risk, including risk of nonpayment. No verbal authorizations for proposed change order work shall be enforceable against Owner.

§ 6.6 Any adjustment to the Contract Sum and/or Contract Time arising out of any proposed changes in the Work must be signed by Jeff Jensen on behalf of Owner, and no other Owner representative. If the Contractor believes a change in the Work has been directed for which such adjustment in the Contract Sum and/or Contract Time is due, and there is not a written directive for such change signed by Jeff Jensen as Owner representative, then the Contractor, as a condition precedent to preservation of any Claim pertaining to such change, give written notice to
Owner prior to proceeding with any of the work involved in the change. The written notice shall identify the scope and nature of the change in the work and the time and cost impact such change will have upon the Contract Sum and/or Contract Time. In the notice, the Contractor shall provide and identify specific cost impacts and the specific extent of additional time to perform sought for adjustment to the Contract Sum and/or Contract Time by reason of such change. The notice and given impact for time shall include a critical path schedule analysis. Contractor’s failure to give timely and properly supported written notice shall constitute a waiver of any claims for adjustment to the Contract Sum and/or Contract Time not otherwise approved in writing by Jeff Jensen it being expressly understood that such notice, timely given and properly supported, is a condition precedent to Contract’s claim.

ARTICLE 7 COSTS TO BE REIMBURSED
§ 7.1 COST OF THE WORK
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. 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 this Article 7.

§ 7.1.2 Where any cost is subject to the Owner’s prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

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

§ 7.2.2 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Contractor’s principal or other offices shall be included in the Cost of the Work, identify in Article 15, 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.)

§ 7.2.3 Wages and salaries of the Contractor’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.

§ 7.2.4 Costs paid or incurred by the Contractor 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 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner’s prior approval.

§ 7.3 SUBCONTRACT COSTS
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION
§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

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

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS
§ 7.5.1 Costs of transportation, storage, installation, 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 Contractor at the site and fully consumed in the performance of the Work. Costs of materials,
supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval.

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

§ 7.5.4 Costs of 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.

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

§ 7.6 MISCELLANEOUS COSTS

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval. Insurance costs shall include (a) the attributable portion of premiums for the Contractor’s General Liability Insurance fixed at actual costs for this insurance without overhead and profit; and (b) if required by the Owner, the attributable portion of premiums for Contractor to furnish labor, material and performance bond shall be at actual costs for this insurance without overhead and profit, and (c) as required by the Owner, Builder’s Risk insurance shall be at actual cost for this insurance without overhead and profit.

§ 7.6.2 Section 39-26-704, C.R.S., provides for tax free purchases of materials provided an exemption is applied for and granted by the Colorado Department of Revenue, Sales Tax Division. The Owner has received such exemption and will provide Contractor and subcontractors with tax exemption number. The Owner reserves the right to require such additional information and/or documentation as may be necessary to insure that no sales taxes are paid by the Contractor and charged to the Owner. If sales tax is required to be paid to the vendor, Contractor (or its subcontractor) is responsible for applying for a refund to the Colorado Department of Revenue, Sales Tax Division. Notwithstanding the foregoing, to the extent that sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable are unavoidable, they shall be considered a reimbursable Cost of Work.

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

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded 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 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; 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 Contractor 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 Contractor’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.

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior approval.

§ 7.6.7 Deposits lost for causes other than the Contractor’s negligence or failure to fulfill a specific responsibility in the Contract Documents.
§ 7.6.8 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.9 Subject to the Owner’s prior approval, expenses incurred in accordance with the Contractor’s standard written personnel policy for relocation and temporary living allowances of the Contractor’s personnel required for the Work.

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

§ 7.7 OTHER COSTS AND EMERGENCIES
§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 RELATED PARTY TRANSACTIONS
§ 7.8.1 For purposes of Section 7.8, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor 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 Contractor. The term “related party” includes any member of the immediate family of any person identified above.

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

ARTICLE 8 COSTS NOT TO BE REIMBURSED
§ 8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section 7.2. or as may be provided in Article 15;

.2 Expenses of the Contractor’s principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Article 7;

.4 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;

.5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Article 7; and

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.
ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS
§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

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

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS
§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

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

§ 10.3 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 a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

ARTICLE 11 ACCOUNTING RECORDS
The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS
§ 12.1 PROGRESS PAYMENTS
§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.
§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, subcontractors lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment. Contractor will also submit current month's conditional lien waivers with each application for payment. The unconditional lien waivers from the previous month's draw will be required prior to funding the current month's draw. Contractor maintains the right to withhold payment to a Subcontractor for risk mitigation reasons and will notify Owner and Lender if Contractor choses to do so. Upon approval from the Lender and Owner, which will not be unreasonably withheld, for withholding payment to Subcontractors, Lender and Owner will approve payment for the Current Draw and can chose to withhold payment for an amount equal to what Contractor is holding on the respective Subcontractors with outstanding lien waivers.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor 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.

§ 12.1.7 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 Subtract retainage of < five > percent (5%) and then add the Contractor's Fee and General Conditions. The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of five percent (5%) from that portion of the Work that the Contractor self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

.8 Retainage shall not be held on Contractor's General Conditions, insurance, bonds or fee.
§ 12.1.8 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.9 In taking action on the Contractor’s Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and 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 12.1.4 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 Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 12.2.2 FINAL PAYMENT
§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
  .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
  .3 a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner’s auditors will review and report in writing on the Contractor’s final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Contractor’s final accounting, and provided the other conditions of Section 12.2.1 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 Contractor, or notify the Contractor 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 12.2.2 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 Contractor’s final accounting.

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

§ 12.2.4 Final payment will not be made until the time of final settlement shall be established by the Owner and shall thereafter be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Section 38-26-107, C.R.S. The Owner shall withhold from all payments to the Contractor sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by the Contractor or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by the Contractor or the subcontractor, all in accordance with the provisions of Section 38-26-107, C.R.S.
§ 13.2 BINDING DISPUTE RESOLUTION
§ 13.2.1 In the event of a dispute over a Claim, the parties shall each designate a high level executive, who shall meet and confer in good faith to resolve the dispute. Such meeting shall take place not later than 20 days after the Architect made a decision on the dispute.

§ 13.2.2 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 Contractor 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.)

[ x ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

ARTICLE 14 TERMINATION OR SUSPENSION
§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 14.2 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201–2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:
.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
.2 Add the Contractor’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner.

§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 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 Contractor’s Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS
§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

8.0% Eight percent per annum
§ 15.3 The Owner’s representative:
(Name, address and other information)

Jensen LaPlante Development
Jeff Jensen
1603 Oakridge Dr. Suite 101
Fort Collins, CO 80525

§ 15.4 The Contractor’s representative:
(Name, address and other information)

James Ciesla
Brinkman Construction, Inc., a Colorado Corporation
3528 Precision Drive, Suite 100
Fort Collins, CO 80528
970-267-0954

§ 15.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ written notice to the other party.

§ 15.6 Other provisions:
§ 15.6.1 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site or at the Contractor’s principal and/or branch offices while performing work on behalf of the Project shall be Cost of Work, with the Owner’s prior approval.

§ 15.6.2 The cost for Contractor’s supervisory and administrative personnel shall be per the billing rates specified in Exhibit F, attached hereto.

§ 15.6.3 The cost for Contractor’s General Liability and Builder’s Risk Insurance shall be Cost of the Work.

§ 15.6.4 Anywhere in this agreement where the Architect is providing a procedural function as opposed to one specifically of design can be interchanged with Owner at the Owner’s discretion.

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

§ 15.6.6 The Contractor will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

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

§ 15.6.8 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 the Contractor to the Owner for use in subsequent repairs. Materials should be labeled, sealed, boxed and protected as appropriate to ensure the materials remain in good condition.

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

§ 15.6.10 If requested by the Owner, the Contractor will furnish Owner with sworn Contractor's statements, Contractor'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.

§ 15.6.11 Contractor and Owner acknowledge that they or their employees may, in the performance of this Agreement, 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 Contractor 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.

§ 15.6.12 Upon Substantial Completion and for a period of fifteen (15) calendar days thereafter the Contractor will replace burned out light bulbs at no cost to the Owner.

§ 15.6.13 The Contractor shall include with every subcontract agreement the following language: "Subcontractor binds itself to Contractor and Owner and is obligated to Contractor and Owner in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract. All Rights which Owner may exercise and enforce against Contractor may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Contractor, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner's termination or suspension of Contractor."

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

§ 15.7 Illegal Aliens:
§ 15.7.1 Pursuant to Colo. Rev. Stat. § 8-17.5-101 et seq., Owner cannot enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

§ 15.7.2 In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et seq., Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that Contractor will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§ 15.7.3 Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Contractor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

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

a. Notify the subcontractor and Owner within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Contractor shall not terminate the subcontractor

Init.
if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

§ 15.7.4 Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the “Department”) made in the course of an investigation that the Department is undertaking pursuant to Section 8-17.5-102, C.R.S.

§ 15.7.5 If Contractor violates the provisions of this paragraph, Owner may terminate the contract for breach and Contractor shall be liable for actual and consequential damages.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102–2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 16.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit A - Drawings & Specifications

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 16.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit A - Drawings & Specifications

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 16.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

Exhibit A – Drawings and Specifications
Exhibit B – Schedule of Values
Exhibit C – Assumptions & Clarifications
Exhibit D – Schedule of Work  
Exhibit E – Open Items List  
Exhibit F – Hourly Labor Rates  
Exhibit G – Equipment Billing Rates

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, instructions to bidders, sample forms and the contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 17 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.  
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

(Table Deleted)

§ 17.1 For all phases of the Project, the Contractor and the Owner shall purchase and maintain the insurance required by this Article and as set forth in Article 11 of AIA Document A201–2007.

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

§ 17.3 Prior to commencement of Work, the Contractor shall furnish and deliver to the Owner proof that the following insurance shall be in force and effect for the duration of the Project. All Certificates of Insurance relating to Broad Form General Liability, Automobile Liability and Excess Liability, shall list Owner as additional project-specific insured. Additional Insured Endorsements will be provided to Owner by Contractor’s Insurance Company with other Certificates of Insurance.

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

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

§ 17.6 Automobile liability insurance, covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicle owned, hired, or non-owned by the Contractor providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a Combined Single Limit of $1,000,000.

§ 17.7 Excess Liability Insurance with a minimum limit of $5,000,000 for each occurrence and aggregate of $10,000,000.

§ 17.8 Standard, all risk of loss Builder’s Risk completed value insurance. In no event shall the amount of the deductible under the Builder’s Risk Policy exceed $10,000.00. The Builder’s Risk Insurance shall be carried by the Contractor at 100% of the Contract amount, totaling the Guaranteed Maximum Price.
§ 17.9 Professional Liability Insurance (Errors and Omissions), covering any design services provided under this Agreement by design/build subcontractors or suppliers, including contractual liability insurance against the liability assumed in this Agreement, as is acceptable to and approved by the Owner. Such insurance shall have minimum policy limits of $1,000,000 in the aggregate and $1,000,000 per claim and a maximum deductible/SIR of $50,000 (All deductible/SIRs to be paid by Contractor and/or design/build subcontractor).

§ 17.10 Worker's Compensation insurance as required by Colorado law during the term of its contract, covering all persons working under its Project contract.

§ 17.11 The limits outlined above may be arranged under single policies for full limits required or by a combination of underlying policies with the balance provided by an Excess Liability policy. The general aggregate on the Commercial General Liability policy shall apply on a project specific basis. The Contractor agrees to notify Owner and additional insureds of any substantial claims, paid or resolved, applied against the aggregate of any of the required insurance policies.

§ 17.12 With the exception of Professional Liability Insurance, all insurance provided by the Contractor hereunder shall be primary to any insurance policies held by the Owner and additional insureds. The Contractor waives subrogation as to the Owner and its agents, representatives, affiliates, additional insureds, and assigns on all policies (including Professional Liability) carried by the Contractor.

§ 17.13 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 to the Owner. In the event of threatened cancellation for nonpayment or nonrenewal, the Owner may pay the same on behalf of the Contractor, at the Owner's discretion, and deduct the same from any amount or payment due to the Contractor hereunder.

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

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

§ 17.16 Contractor shall maintain a performance bond and a separate labor and material payment bond, which shall (a) be executed by a corporate surety licensed to do business in the State, (b) be in customary form, (c) be in the amount payable to Contractor hereunder or to such subcontractor pursuant to its contract with the Contractor and (d) be payable to the Owner. A copy of each such bond and all modifications thereto shall be furnished to the Owner.

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

OWNER (Signature)
April D. Getchius Town Manager,
Town of Timnath
(Printed name and title)

CONTRACTOR (Signature)
James Ciesla, President & CEO
(Printed name and title)
Additions and Deletions Report for
AIA® Document A102™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:34:15 on 04/13/2018.

PAGE 1

AGREEMENT made as of the 13 day of April, in the year 2018

...

Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

...

Brinkman Construction, Inc., a Colorado Corporation
3528 Precision Drive, Suite 100
Fort Collins, CO 80528

...

Timnath Administration Building

...

4750 Signal Tree Drive

...

Timnath, CO 80547

...

alm2s
712 Whalers Way, Bldg. B, Suite 100
Fort Collins, CO 80525

PAGE 2

§

...

The 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents
listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

...  

§ 1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

...  

1. Modifications to this agreement signed by both parties.

...  

2. The Agreement between Owner and Contractor.

...  

3. Addenda, with those of later date having precedence over those of earlier date.

...  

4. The Supplementary Conditions or Other Conditions of the Contract.

...  

5. The General Conditions of the Contract for Construction, AIA A201-2007, as amended and initialed by the parties.

...  

6. The Assumptions and Clarifications.

...  

7. Drawings and Specifications.

PAGE 3

8. Other documents specifically enumerated in the Agreement as part of the Contract Documents.

...

The

...

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

§3.2 The Owner acknowledges that the Contractor is in no way providing professional services, which constitute the practice of architecture or engineering, and the responsibility and liability in connection with these services are the responsibility of the Owner and the Design Consultants. The Architect and Owner shall be responsible for determining the suitability of any modifications suggested or proposed by the Contractor with regards to value engineering, voluntary alternates or substitutions to the Contract Documents.

§3.3 The Contractor has exclusively relied upon the Geotechnical Engineering Report provided by the Owner as a warranty of existing and subgrade conditions. Contractor’s examination of site conditions was limited to visual observations to become generally familiar with local conditions under which the work is to be performed. Any conditions encountered that differ materially from the Geotechnical Report shall be grounds for additional cost and/or duration per Article 7, 8 and 15 of A201-2007."

§ 4.2.1 The date of commencement of the Work shall be five (5) calendar days after the date the Contractor receives (1) the notice to proceed issued by the Owner, (2) authorization to proceed from the authority having jurisdiction on critical path work, (3) the fully executed Agreement Between Owner and Contractor, and (4) Evidence of Owner’s financing.

§ 4.2.2 The Owner and Contractor mutually acknowledge that to facilitate the start of Construction it is expected that an early grading permit, a Footings and Foundations permit, and potentially other partial releases of work will be provided by the Owner. Contractor and Owner will mutually endeavor to provide milestone dates in Contractor’s schedule by which these activities will need to occur to maintain the completion date. Any delays in these dates will be subject to the delay process outlined in Article 4.4.

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

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

The Owner and Contractor have agreed on a Project Schedule, attached as Exhibit “D”, which identifies the progress of the Work, including, but not limited to all major subcontract commencements and completions, as well as milestones identified for temporary certificate of occupancy, certificate of occupancy, substantial completion, and final completion. The parties understand that the specific dates within the Project Schedule may be changed slightly.
to reflect the actual date of the Owner’s Notice to Proceed, but the Contract Time set forth in Section 4.4 below.

... (333 days) is absolute and will not be changed.

...

It is understood that subcontract line items in the Project Schedule are not absolute and may vary. The Contract Time and times for obtaining governmental approvals, certificate of occupancy, and substantial completion are, however, absolute. The Project Schedule includes time required for all activities and events that may be expected to be encountered in the Project.

...

Milestones established by the Schedule shall not, except with Owner’s written consent, be exceeded by the Contractor. The Contractor acknowledges that events may arise that may impact the Schedule related to delivery of materials and/or performance of services by Owner’s contractors and lower tiers, and Contractor will make efforts to adjust the Work and sequencing to accommodate these events.

...

§ 4344.4 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

...

See Exhibit D - Schedule of Work

...

In the event a Change Order affects the scheduled critical path, the Contractor shall be allowed to collect $1,749 per day for the General Conditions during the affected period. Subsequently, in the event a Change Order affects the scheduled critical path by reducing the overall schedule, the Contractor shall credit the Owner $1,749 per day for the General Conditions during the affected period. No reduction in General Conditions shall be considered if the overall schedule is reduced through means and methods of the Contractor, and not otherwise through scope reduction or via Owner Change Order.

...

Changes in the Schedule must be approved in writing by Jeff Jensen on behalf of Owner to be binding. No extended general conditions shall be allowed through the change order process unless the change order work impacts the critical path of the entire Project Schedule.

...
The Contractor’s Fee shall be <four> percent (4.0%) of the sum of the Cost of the Work, Allowances, General Conditions, Contingency and insurance.

PAGE 5

The Contractor’s Fee shall be increased or decreased, pursuant to the provisions of Article 7 of the A201-2007 General Conditions of the Contract, and as follows:

1. For additive change orders, the Fee shall be increased by <four> percent (4.0%) of the increased Cost of Work.

2. For deductive individual change orders that are less than Ten percent (10%) of the current adjusted contract amount, the Fees shall be reduced by Zero percent (0.00%).

3. For deductive individual change orders equal to or greater than Ten percent (10%) of the current adjusted contract amount, the Fee shall be reduced by <four> percent (4.0%) of the deducted Cost of Work.

Subcontractor’s overhead and profit for increases in the cost of its portion of the Work shall be limited to no more than the same fee (as a percentage) incorporated into the Subcontractor’s base contract amount.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed one hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Six Million Two Hundred Fifty Thousand Two Hundred Fifty Dollars ($6,205,250.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

Any savings resulting from the final cost at completion being less than the GMP will be shared on a percentage basis between the Owner and the Contractor as follows <forty> percent (40%) retained by the Contractor and <sixty> percent (60%) returned to the Owner.
§ 5.2.6 The GMP includes a contractor contingency of 3.0%. This contingency is for the sole use and benefit of the Contractor. The Contractor's Contingency is not for use by or the benefit of the Owner/Architect or consultants and shall not be used to cover errors or omissions, unknown conditions, weather delays or for those items described in § 5.2.5 unless mutually agreed to by Owner and Contractor. The use of contingency shall be tracked and reported to the Owner on a monthly basis; however, a signed Change Order shall not be required to reallocate project contingency to the division in which it is to be utilized.

§ 5.2.7 The GMP includes a cost escalation contingency in the amount of 2.5%. This contingency is intended to account for the development of the design from its current state to final Construction Drawings. When the Contractor prices the final CD drawings, any remaining funds from the cost escalation contingency line item will be credited back to the Owner in full.

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction. Owner represents that no change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated, will be approved or made by Owner unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement. The Owner shall provide written evidence of such appropriation prior to commencement of the Work and prior to execution of every change order that increases the Guaranteed Maximum Price.

§ 6.5 Contractor's performance of any proposed Change Order work prior to the signature of a Change Request by the specific Owner Representative designated and authorized to execute Change Requests, or a Change Order signed by April D. Getchius shall be performed at the Contractor's sole risk, including risk of nonpayment. No verbal authorizations for proposed change order work shall be enforceable against Owner.

Any adjustment to the Contract Sum and/or Contract Time arising out of any proposed changes in the Work must be signed by Jeff Jensen on behalf of Owner, and no other Owner representative. If the Contractor believes a change in the Work has been directed for which such adjustment in the Contract Sum and/or Contract Time is due, and there is not a written directive for such change signed by Jeff Jensen as Owner representative, then the Contractor, as a condition precedent to preservation of any Claim pertaining to such change, give written notice to Owner prior to proceeding with any of the work involved in the change. The written notice shall identify the scope and nature of the change in the work and the time and cost impact such change will have upon the Contract Sum and/or Contract Time. In the notice, the Contractor shall provide and identify specific cost impacts and the specific extent of additional time to perform sought for adjustment to the Contract Sum and/or Contract Time by reason of such change. The notice and given impact for time shall include a critical path schedule analysis. Contractor's
failure to give timely and properly supported written notice shall constitute a waiver of any claims for adjustment to the Contract Sum and/or Contract Time not otherwise approved in writing by Jeff Jensen if it is expressly understood that such notice, timely given and properly supported, is a condition precedent to Contract's claim.

PAGE 8

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Insurance costs shall include (a) the attributable portion of premiums for the Contractor's General Liability insurance fixed at actual costs for this insurance without overhead and profit; and (b) if required by the Owner, the attributable portion of premiums for Contractor to furnish labor, material and performance bond shall be at actual costs for this insurance without overhead and profit, and (c) as required by the Owner, Builder's Risk insurance shall be at actual cost for this insurance without overhead and profit.

...§ 7.6.2 Sales—Section 39-26-704, C.R.S., provides for tax free purchases of materials provided an exemption is applied for and granted by the Colorado Department of Revenue, Sales Tax Division. The Owner has received such exemption and will provide Contractor and subcontractors with tax exemption number. The Owner reserves the right to require such additional information and/or documentation as may be necessary to ensure that no sales taxes are paid by the Contractor and charged to the Owner. If sales tax is required to be paid to the vendor, Contractor (or it subcontractor) is responsible for applying for a refund to the Colorado Department of Revenue, Sales Tax Division. Notwithstanding the foregoing, to the extent that sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable, are unavoidable, they shall be considered a reimbursable Cost of Work.

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

PAGE 10

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

PAGE 11

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, subcontractors lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

...Contractor will also submit current month conditional lien waivers with each application for payment. The unconditional lien waivers from the previous month's draw will be required prior to funding the current month's draw. Contractor maintains the right to withhold payment to a Subcontractor for risk mitigation reasons and will notify Owner and Lender if Contractor chooses to do so. Upon approval from the Lender and Owner, which will not
be unreasonably withheld for withholding payment to Subcontractors. Lender and Owner will approve payment for the Current Draw and can choose to withhold payment for an amount equal to what Contractor is holding on the respective Subcontractors with outstanding lien waivers.

...3 Add the Contractor's Fee, less retainage of percent ( %). Subtract retainage of < five > percent (5%) and then add the Contractor's Fee and General Conditions. The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

...

4 Subtract retainage of five percent (5 %) from that portion of the Work that the Contractor self-performs;

...

8 Retainage shall not be held on Contractor’s General Conditions, insurance, bonds or fee.

PAGE 12

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Final payment will not be made until the time of final settlement shall be established by the Owner and shall thereafter be advertised by two (2) publications of notice, the

...

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor, last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Section 38-26-107, C.R.S. The Owner shall withhold from all payments to the Contractor sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by the Contractor or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by the Contractor or the subcontractor, all in accordance with the provisions of Section 38-26-107, C.R.S.

PAGE 13

§13.2.1 In the event of a dispute over a Claim, the parties shall each designate a high level executive, who shall meet and confer in good faith to resolve the dispute. Such meeting shall take place not later than 20 days after the Architect made a decision on the dispute.

...
§13.2.2 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:

...

[&] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...

8.0 % Eight percent per annum

PAGE 14

Jensen LaPlante Development
Jeff Jensen
1603 Oakridge Dr. Suite 101
Fort Collins, CO 80525
...

James Ciesla
Brinkman Construction, Inc., a Colorado Corporation
3528 Precision Drive, Suite 100
Fort Collins, CO 80528
970-267-0954
...

§ 15.6.1 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site or at the Contractor’s principal and/or branch offices while performing work on behalf of the Project shall be Cost of Work, with the Owner’s prior approval.

...

§ 15.6.2 The cost for Contractor’s supervisory and administrative personnel shall be per the billing rates specified in Exhibit F, attached hereto.

...

§ 15.6.3 The cost for Contractor’s General Liability and Builder’s Risk Insurance shall be Cost of the Work.

...

§ 15.6.4 Anywhere in this agreement where the Architect is providing a procedural function as opposed to one specifically of design can be interchanged with Owner at the Owner’s discretion.

...

§ 15.6.5 If either party to this Agreement engages legal counsel to enforce any terms or conditions of this Agreement, the initiation of any arbitration, legal proceedings or the defense thereof including any appeals, the prevailing party shall be entitled to prompt payment and reimbursement in full for all of its attorney’s fees and costs.
§ 15.6.8 The Contractor will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

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

§ 15.6.8 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 the Contractor to the Owner for use in subsequent repairs. Materials should be labeled, sealed, boxed and protected as appropriate to ensure the materials remain in good condition.

PAGE 15

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

§ 15.6.10 If requested by the Owner, the Contractor will furnish Owner with sworn Contractor's statements, Contractor'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.

§ 15.6.11 Contractor and Owner acknowledge that they or their employees may, in the performance of this Agreement, 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 Contractor 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.

§ 15.6.12 Upon Substantial Completion and for a period of fifteen (15) calendar days thereafter the Contractor will replace burned out light bulbs at no cost to the Owner.
§ 15.6.13 The Contractor shall include with every subcontract agreement the following language: "Subcontractor binds itself to Contractor and Owner and is obligated to Contractor and Owner in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract. All Rights which Owner may exercise and enforce against Contractor may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Contractor, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner’s termination or suspension of Contractor."

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

§ 15.7 Illegal Aliens

§ 15.7.1 Pursuant to Colo. Rev. Stat. § 8-17.5-101 et seq., Owner cannot enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

§ 15.7.2 In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et seq., Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that Contractor will participate in either the Department Program or the Department Program as defined in Colo. Rev. Stat. § 8-17.5-101(3.3) in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§ 15.7.3 Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the Department Program or the Department Program. Contractor shall not use the Department Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
a. Notify the subcontractor and Owner within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

§ 15.7.4 Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the “Department”) made in the course of an investigation that the Department is undertaking pursuant to Section 8-17.5-102, C.R.S.

§ 15.7.5 If Contractor violates the provisions of this paragraph, Owner may terminate the contract for breach and Contractor shall be liable for actual and consequential damages.

See Exhibit A - Drawings & Specifications

See Exhibit A - Drawings & Specifications

Exhibit A – Drawings and Specifications
Exhibit B – Schedule of Values

Exhibit C – Assumptions & Clarifications

PAGE 17

Exhibit D – Schedule of Work

Exhibit E – Open Items List

Exhibit F – Hourly Labor Rates

Exhibit G – Equipment Billing Rates

Type of insurance or bond Limit of liability or bond amount ($0.00)

§ 17.1 For all phases of the Project, the Contractor and the Owner shall purchase and maintain the insurance required by this Article and as set forth in Article 11 of AIA Document A201–2007.

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

§ 17.3 Prior to commencement of Work, the Contractor shall furnish and deliver to the Owner proof that the following insurance shall be in force and effect for the duration of the Project. All Certificates of Insurance relating to Broad Form General Liability, Automobile Liability and Excess Liability, shall list Owner as additional project-specific insured. Additional Insured Endorsements will be provided to Owner by Contractor’s Insurance Company with other Certificates of Insurance.

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

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

... § 17.6 Automobile liability insurance, covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicle owned, hired, or non-owned by the Contractor providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a Combined Single Limit of $1,000,000.

... § 17.7 Excess Liability Insurance with a minimum limit of $5,000,000 for each occurrence and aggregate of $10,000,000.

... § 17.8 Standard, all risk of loss Builder's Risk completed value insurance. In no event shall the amount of the deductible under the Builder's Risk Policy exceed $10,000,00. The Builder's Risk Insurance shall be carried by the Contractor at 100% of the Contract amount, totaling the Guaranteed Maximum Price.

PAGE 18

§ 17.9 Professional Liability Insurance (Errors and Omissions), covering any design services provided under this Agreement by design/build subcontractors or suppliers, including contractual liability insurance against the liability assumed in this Agreement, as is acceptable to and approved by the Owner. Such insurance shall have minimum policy limits of $1,000,000 in the aggregate and $1,000,000 per claim and a maximum deductible/SIR of $50,000 (All deductible/SIRs to be paid by Contractor and/or design/build subcontractor).

... § 17.10 Worker's Compensation insurance as required by Colorado law during the term of its contract, covering all persons working under its Project contract.

... § 17.11 The limits outlined above may be arranged under single policies for full limits required or by a combination of underlying policies with the balance provided by an Excess Liability policy. The general aggregate on the Commercial General Liability policy shall apply on a project specific basis. The Contractor agrees to notify Owner and additional insureds of any substantial claims, paid or resolved, applied against the aggregate of any of the required insurance policies.
§ 17.12 With the exception of Professional Liability Insurance, all insurance provided by the Contractor hereunder shall be primary to any insurance policies held by the Owner and additional insureds. The Contractor waives subrogation as to the Owner and its agents, representatives, affiliates, additional insureds, and assigns on all policies (including Professional Liability) carried by the Contractor.

§ 17.13 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 to the Owner. In the event of threatened cancellation for non-payment or non-renewal, the Owner may pay the same on behalf of the Contractor, at the Owner's discretion, and deduct the same from any amount or payment due to the Contractor hereunder.

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

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

§ 17.16 Contractor shall maintain a performance bond and a separate labor and material payment bond, which shall (a) be executed by a corporation licensed to do business in the State, (b) be in customary form, (c) be in the amount payable to Contractor hereunder or to such subcontractor pursuant to its contract with the Contractor and (d) be payable to the Owner. A copy of each such bond and all modifications thereto shall be furnished to the Owner.

OWNER (Signature)
April D. Getchius, Town Manager,
Town of Timnath
(Printed name and title)

CONTRACTOR (Signature)
James Ciesla, President & CEO
(Printed name and title)
Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:34:15 on 04/13/2018 under Order No. 7986115104 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Timnath Administration Building
4750 Signal Tree Drive
Timnath, CO 80547

THE OWNER:
(Name, legal status and address)
Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

THE ARCHITECT:
(Name, legal status and address)
alms2
712 Whalers Way, Bldg. B, Suite 100
Fort Collins, CO 80525

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

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.
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor’s
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION
OF THE
5.4.1.1, 11.3.9, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Responsibility with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18.1, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Corrections of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Init. 4

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1983, 1988, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:38:17 on 04/13/2018 under Order No. 7968115104 which expires on 03/13/2019, and is not for resale.

User Notes:
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.3, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 13.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1.3, 3.8.1, 5.2.1, 7.8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 10.9.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.3
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, 1.4, 4.1.1.5, 5.1, 6.1.1, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1.5, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.5, 15.4
Leases
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 13.8.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1.4, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.3.1, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.4, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic’s Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.1.1, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor’s
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
Owner’s Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner’s Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner’s Liability Insurance
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2.5, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner’s Right to Carry Out the Work
2.4, 14.2.2
Owner’s Right to Clean Up
6.3
Owner’s Right to Perform Construction and to Award Separate Contracts
6.1
Owner’s Right to Stop the Work
2.3
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

Init. AIA Document A201™—2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:39:17 on 04/13/2018 under Order No. 7986115104 which expires on 03/13/2019, and is not for resale.
User Notes:
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 9.1.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retaining
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions
by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor’s Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.1, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect’s
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3.7
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 13.7
Substantial Completion, Definition of
9.8.1

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1923, 1937, 1951, 1956, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:39:17 on 04/13/2018 under Order No. 7968115104 which expires on 03/13/2019, and is not for resale.

User Notes:
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3.7
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2
ARTICLE 1  GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Contractor or the Architect’s consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties. Matters not expressly included in the Contract Documents but which are reasonably necessary to produce the result of complete and workable systems shall be deemed included as part of the Work. The foregoing shall not alter the warranties and representations of Contractor set forth herein and shall only be construed to add items to the Work which are reasonably necessary to make systems complete and workable as of the date of Substantial Completion.

§ 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 and certify termination of the Agreement under Section 14.2.2.
§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Matters not expressly included in the Contract Documents but which are reasonably necessary to produce the result of complete and workable systems shall be deemed included as part of the Work. The foregoing shall not alter the warranties and representations of Contractor set forth herein and shall only be construed to add items to the Work which are reasonably necessary to make systems complete and workable as of the date of Substantial Completion.

§ 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

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

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

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

§ 2.2.2 Except for those 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 all necessary approvals, easements, development fees, traffic impact fees, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities and for any escrowed funds for public improvements that may be required by government agencies.

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

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

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

§ 2.2.6 The Owner shall make arrangements for all third party testing and inspections services and shall bear all costs associated with these services.

§ 2.2.7 The Owner shall provide the Contractor with all tax exempt certifications as may be necessary to document the tax exempt status of the project.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner with interest as provided in the Contract Documents.
ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor 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. The terms “Construction Manager,” “Construction Manager/General Contractor,” or “CM/GM” shall mean Contractor.

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

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

§ 3.2 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 2.2.3, 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. Also before commencing the Work, the Contractor shall meet with all significant Subcontractors and together carefully study and review in detail the Drawings and other Contract Documents. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are also for the express purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. 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 make Claims as provided in Article 15. If the Contractor performs those obligations, the Contractor shall not be held 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 inconsistencies 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques,
sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the 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
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.

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

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

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

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

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

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

§ 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 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may proceed as provided in Article 15.

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

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

§ 3.7.7 The requirements of subparagraphs 3.7.2, 3.7.3, and 3.7.4 shall not diminish or limit the Contractor’s responsibilities for compliance with all standards and requirements of the Contract Documents, particularly in the event that the standards of requirements of the Contract Documents exceed the requirements of such laws, ordinances, rules, regulations, lawful orders, of any authorized public entity with respect to the quality, character, methods, and craftsmanship required for the Work.
§ 3.8 ALLOWANCES
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Material Allowances shall cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Material and Labor Allowances shall cover the cost of materials and equipment, delivery to the site and all required taxes, less applicable trade discounts and cost for unloading and handling at the site, and labor and installation costs;

.3 Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the contract sum but not in the allowances;

.4 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 and (2) changes in Contractor's costs under Section 3.8.1.a.

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

§ 3.9 SUPERINTENDENT
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing by the Contractor. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, at the time of execution of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES
§ 3.10.1 The Contractor, as required by the Contract Documents, will provide a construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, but not less than monthly, shall be related to the entire Project as required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s...
responsible for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 Prior to commencement of construction, Contractor will provide to Owner a submittal schedule identifying timing of submittals for the Project. At that time, Owner shall identify all Shop Drawings that the Owner would like to review and approve.

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

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

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

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

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

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Owner’s Representative and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out 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.

§ 3.18.3 Contractor agrees to protect, defend, hold harmless and indemnify the Indemnitees (as identified 3.18.1) from and against any and all claims, actions, liabilities, damages, losses, costs and expenses (including attorneys’ fees) arising out of or resulting from Contractor’s failure to purchase all insurance required under Article 11 of AIA Document A201-2007. In any and all claims against the Indemnitees or any employee of Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under Workers’ or Workmen’s Compensation Acts, disability benefit acts, or other employee benefit acts.

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

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 At the Owner’s sole discretion, Owner may undertake any or all administrative roles of the Architect. Upon written notification to the Contractor of such decision by the Owner, all references to “Architect” herein, as applicable, shall be read to mean Owner.

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect’s evaluations of 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 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

§ 4.2.9 The Contractor will conduct inspections along with the Owner and Architect 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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1953, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:39:17 on 04/13/2018 under Order No. 7986115104 which expires on 03/13/2019, and is not for resale.

User Notes:

(3B8ADA22)
documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect’s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 subcontractors of a separate contractor.

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 A Subcontractor cannot commence work without an executed contract with the Contractor per Sections 5.1, 5.2 and 5.3. Contractor must execute all subcontracts in a timely manner so no delays in the Work are realized due to the aforementioned statement.

§ 5.3 SUBCONTRACTUAL RELATIONS
By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically 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 Subcontractor 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 in writing; 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 such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 8 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction
schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

(Paragraph Deleted)

§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

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

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

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

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

§ 6.3 OWNER’S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the 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 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. Construction Change Directive or 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, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 Any adjustment to the Contract Sum or Contract Time arising out of any changes in the Work shall be signed in writing by the Owner. If the Contractor believes a change in the Work has been directed for which an adjustment in the Contract Sum or Contract Time is due, and there is not a written directive for such change signed by the Owner, then the Contractor shall, as a condition precedent to the preservation of any claim pertaining to such change, give written notice to the Owner and Architect prior to proceeding with any Work involved in the change (except for emergency conditions endangering life or property, as provided in paragraph 10.3 of the General Conditions). The written notice shall identify (i) the scope and nature of the change in the Work and (ii) the impact said change will have upon the Contract Sum and Contract Time. In the notice, the Contractor shall provide and identify specific cost and impacts, if any, and the specific extent of additional time to perform, if any, sought for
adjustment to the Contract Sum and Contract Time by reason of the change. In the alternative, Contractor shall use its best efforts to provide specific maximum estimates of the costs and additional time required as a result of the alleged change. Contractor’s failure to give prior written notice shall constitute a waiver of any claims for adjustment to the Contract Sum or Contract Time not otherwise approved in writing by the Owner, it being expressly understood that such prior notice, timely given is a condition precedent to Contractor’s claim.

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
   .1 The change in the Work;
   .2 The amount of the adjustment, if any, in the Contract Sum; and
   .3 The extent of the adjustment, if any, in the Contract Time with an updated Project Schedule showing the current critical path.

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
   .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
   .4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as 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, 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 7.3.7 shall be limited to the following:
   .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 MINOR CHANGES IN THE WORK
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by
changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. To establish the impact of any delay(s) on the Work, the Contactor must use the Project CPM Schedule to demonstrate such impact. The Contractor must show how the delay(s) affect the critical path and its net impact on the date of Substantial Completion. The Contract Sum shall not be increased and the Contract Time shall not be extended for any delays contributed to by the primary, concurrent or contributory negligent acts or omissions of the Contractor, its Subcontractors, sub-subcontractors and suppliers of every tier and their respective agents and representatives of every tier.

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

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 CONTRACT SUM
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.3 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.2 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 between the Owner and the Contractor. 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 be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor.
Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. With each Application for Payment, the Contractor shall submit fully-executed conditional releases of mechanics liens from the Contractor and all Subcontractors and suppliers on whose account payment is sought.

§ 9.4 CERTIFICATES FOR PAYMENT
§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

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

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

§ 9.6.7 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 and suppliers shall be held by the Contractor in trust 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.

§ 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’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of 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 without unreasonable interference by Contractor. Without limiting the foregoing, delivery by Contractor of a certificate of occupancy or a temporary certificate of occupancy for the Work shall be a condition precedent to Substantial Completion unless issuance of a certificate of occupancy or a temporary certificate of occupancy is withheld for reasons outside of the Contractor’s control.

§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time to fifteen (15) calendar days within which the Contractor shall finish all items on the list accompanying the Certificate unless a part or piece of equipment is not available to the Contractor within the fifteen days outlined above. If parts or equipment are needed to complete the item the Contractor shall complete the item within ten days of the Contractors receipt of the necessary parts or equipment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE
§ 9.9.1 The 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 as required under Section 11.3.1.5 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by
the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall 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; or
   .3 terms of special warranties required by the Contract Documents.

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to
   .1 employees on the Work and other persons who may be affected thereby;
   .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
   .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

§ 10.3.2 Upon receipt of the Contractor’s written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If 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 in the amount of the Contractor’s reasonable additional costs of shut-down, 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. Nothing contained in this paragraph shall be deemed or construed to be a waiver of any rights or defenses available to Owner pursuant to the Colorado Governmental Immunity Act, the Colorado Constitution, or other applicable law.

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

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 or fault 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 indemnify 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. The Contractor must have an approved “Emergency Management Plan” with the Owner, and the Contractor must not address the media without consent from the Owner.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR’S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction
of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner and Lender as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, all requested additional insured of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. The Owner may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be deleted from the contract amount. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

Init. /
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:39:17 on 04/13/2018 under Order No. 7988115104 which expires on 03/13/2018, and is not for resale.

User Notes:

(3B9ADA22)
otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

(Paragraph Deleted)

§ 11.3.8 Intentionally omitted.

§ 11.3.9 Intentionally omitted.

§ 11.3.10 Intentionally omitted.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. 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 2.4.

Contractor shall schedule and attend with the Owner and the Architect an inspection of the Project eleven (11) months after Substantial Completion. The Owner, Contractor and Architect will inspect the project to determine whether any warranty items exist, and will prepare a list of warranty items for the Contractor to correct. The Contractor shall notify the Owner and Architect upon its completion of the warranty work and the Owner and Architect shall perform a follow-up inspection to confirm such completion.

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

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

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

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

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

§ 12.2.6 The warranty on landscape is limited to one year and is only valid if the Landscape Subcontractor provides the landscape maintenance during the warranty period. Landscape maintenance is provided as an alternate and is not
12.2.7 During the warranty period, Contactor shall assign a qualified and experienced representative to work directly with Owner's representatives to address, commence and complete work to correct, within fifteen (15) business days' notice from either the Owner or the Architect, any and all warranty items identified from time to time by the Owner or the Architect. If Contactor does not complete the warranty item within fifteen (15) business days of notification by the Owner, the Owner, at its discretion, may complete the warranty item and invoice the Contactor for reimbursement of cost incurred. Owners shall incur no charge or expense for Contactor's completion of punch list or warranty work. Contactor acknowledges that its punch list and warranty work obligations are included within the Contract Sum.

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located except that, 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 Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES
13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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

13.5 TESTS AND INSPECTIONS
13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The 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 (1) tests, inspections or approvals that do not become requirements until
after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner’s expense.

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

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

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

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

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

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, 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 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor’s request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

2. Accept assignment of subcontracts pursuant to Section 5.4; and

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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.
§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
   .1 cease operations as directed by the Owner in the notice;
   .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
   .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work performed.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

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

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

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time the Contractor is responsible for documenting how adverse weather conditions had an adverse effect on the scheduled construction.

§ 15.1.6 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 all consequential or indirect damages, including but not limited to:
   .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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the 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 such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, 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 Intentionally omitted.

§ 15.2.6.1 Intentionally omitted.

§ 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 Intentionally omitted.

§ 15.3.2 Intentionally omitted.

§ 15.3.3 Intentionally omitted.
§ 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. 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 JOINER
§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.
Additions and Deletions Report for
AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:39:17 on 04/13/2018.

PAGE 1

Timnath Administration Building
4750 Signal Tree Drive
Timnath, CO 80547

...

Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

...

alms2
712 Whalers Way, Bldg B, Suite 100
Fort Collins, CO 80525

PAGE 4

3.14, 6.2.5

PAGE 9

ARTICLE 1 GENERAL PROVISIONS

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties. Matters not expressly included in the Contract Documents but which are reasonably necessary to produce the result of complete and workable systems shall be deemed included as part of the Work. The foregoing shall not alter the warranties and representations of Contractor set forth herein and shall only be construed to add items to the Work which are reasonably necessary to make systems complete and workable as of the date of Substantial Completion.

PAGE 10
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Matters not expressly included in the Contract Documents but which are reasonably necessary to produce the result of complete and workable systems shall be deemed included as part of the Work. The foregoing shall not alter the warranties and representations of Contractor set forth herein and shall only be construed to add items to the Work which are reasonably necessary to make systems complete and workable as of the date of Substantial Completion.

... 

§ 2.4.2 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.

PAGE 11

§ 2.2.1 Prior to commencement of the Work, the Contractor 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 Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor 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 Contractor. Owner represents that prior to the execution of the Guaranteed Maximum Price Agreement, an amount of money equal to or in excess of the Guaranteed Maximum Price will be appropriated for all payments to be made to Contractor pursuant to this Agreement. Owner further represents that no change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated, will be approved or made by Owner unless Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement. The Owner shall provide written evidence of such appropriation prior to commencement of the Work and prior to execution of every change order that increases the Guaranteed Maximum Price.

...

§ 2.2.2 Except for those 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 all necessary approvals, easements, development fees, traffic impact fees, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities and for any escrowed funds for public improvements that may be required by Government agencies.

...

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

...

§ 2.2.6 The Owner shall make arrangements for all third party testing and inspections services and shall bear all costs associated with these services.
§ 2.2.7 The Owner shall provide the Contractor with all tax exempt certifications as may be necessary to document the tax exempt status of the project.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner with interest as provided in the Contract Documents.

PAGE 12

§ 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. The terms “Construction Manager,” “Construction Manager/General Contractor,” or “CM/CM” shall mean Contractor.

...

§ 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 2.2.3, 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. Also before commencing the Work, the Contractor shall meet with all significant Subcontractors and together carefully study and review in detail the Drawings and other Contract Documents. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the 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.

...

§ 3.2.4 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be held 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—inconsistencies of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor is responsible to assist in the application for and coordination of all utility services to the Project as required to complete the Work. Owner is responsible for all costs for application and utility services.

... 

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

... 

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

... 

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

... 

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

PAGE 14

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

... 

D. The Contractor shall maintain sufficient records to verify the amount of sales and use taxes paid to any local governmental entity. Failure to keep such records resulting in the inability of the Owner to claim a refund for sales and use taxes for such materials, if allowed, shall render the Contractor liable for the amounts of such tax refunds as determined by the Architect’s cost estimates of such materials.
§ 3.7.6 The Contractor shall at all times be fully qualified and licensed under all applicable state and local licensing laws. The Contractor shall be responsible for ensuring that each of its Subcontractors are also fully qualified and licensed under all applicable state and local licensing laws.

...
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor’s as required, all Information, which shall provide a construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, but not less than monthly, shall be related to the entire Project to the extent as required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

PAGE 16

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

PAGE 17

§ 3.12.11 Prior to commencement of construction, Contractor will provide to Owner a submittal schedule identifying timing of submittals for the Project. At that time, Owner shall identify all Shop Drawings that the Owner would like to review and approve.

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

§ 4.1.1  The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. At the Owner's sole discretion, Owner may undertake any or all administrative roles of the Architect. Upon written notification to the Contractor of such decision by the Owner, all references to "Architect" herein, as applicable, shall be read to mean Owner.

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

§ 4.2.9  The Architect will conduct inspections. Contractor will conduct inspections along with the Owner and Architect 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.

§ 5.2.5  A Subcontractor cannot commence work without an executed contract with the Contractor per Sections 5.1, 5.2 and 5.3. Contractor must execute all subcontracts in a timely manner so no delays in the Work are realized due to the aforementioned statement.

§ 5.4.3  Upon such 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.

§ 6.1.4  Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.
§ 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. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. Construction Change Directive or an order for a minor change in the Work may be issued by the Architect alone.

PAGE 23

§ 7.1.4 Any adjustment to the Contract Sum or Contract Time arising out of any changes in the Work shall be signed in writing by the Owner. If the Contractor believes a change in the Work has been directed for which an adjustment in the Contract Sum or Contract Time is due, and there is not a written directive for such change signed by the Owner, then the Contractor shall, as a condition precedent to the preservation of any claim pertaining to such change, give written notice to the Owner and Architect prior to proceeding with any Work involved in the change except for emergency conditions endangering life or property, as provided in paragraph 10.3 of the General Conditions. The written notice shall identify (i) the scope and nature of the change in the Work and (ii) the impact said change will have upon the Contract Sum and Contract Time. In the notice, the Contractor shall provide and identify specific cost and impacts, if any, and the specific extent of additional time to perform, if any, sought for adjustment to the Contract Sum and Contract Time by reason of the change. In the alternative, Contractor shall use its best efforts to provide specific maximum estimates of the costs and additional time required as a result of the alleged change. Contractor’s failure to give prior written notice shall constitute a waiver of any claims for adjustment to the Contract Sum or Contract Time not otherwise approved in writing by the Owner, it being expressly understood that such prior notice, timely given is a condition precedent to Contractor’s claim.

... .3 The extent of the adjustment, if any, in the Contract Time with an updated Project Schedule showing the current critical path.

PAGE 25

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. To establish the impact of any delay(s) on the Work, the Contractor must use the Project CPM Schedule to demonstrate such impact. The Contractor must show how the delay(s) affect the critical path and its net impact on the date of Substantial Completion. The Contract Sum shall not be increased and the Contract Time shall not be extended for any delay contributed to by the primary, concurrent or contributory negligent acts or omissions of the Contractor, its Subcontractors, sub-subcontractors and suppliers of every tier and their respective agents and representatives of every tier.

... § 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 between the Owner and the Contractor. 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.

PAGE 26

§ 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, shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. With each Application for Payment, the Contractor shall submit fully-executed conditional releases of mechanics liens from the Contractor and all Subcontractors and suppliers on whose account payment is sought.

PAGE 27

§ 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 and suppliers shall be held by the Contractor in trust 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, without unreasonable interference by Contractor. Without limiting the foregoing, delivery by Contractor of a certificate of occupancy or a temporary certificate of occupancy for the Work shall be a condition precedent to Substantial Completion unless issuance of a certificate of occupancy or a temporary certificate of occupancy is withheld for reasons outside of the Contractor’s control.

PAGE 28

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time to fifteen (15) calendar days within which the Contractor shall finish all items on the list accompanying the Certificate. Certificate unless a part or piece of equipment is not available to the Contractor within the fifteen days outlined above. If parts or equipment are needed to complete the item the Contractor shall complete the item within ten days of the Contractor’s receipt of the necessary parts or equipment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

PAGE 29

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

PAGE 31

§ 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. Nothing contained in this paragraph shall be deemed or construed to be a waiver of any rights or defenses available to Owner pursuant to the Colorado Governmental Immunity Act, the Colorado Constitution, or other applicable law.

§ 10.3.6 If, without negligence or fault 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 indemnify the Contractor for all cost and expense thereby incurred.

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor must have an approved “Emergency Management Plan” with the Owner, and the Contractor must not address the media without consent from the Owner.

PAGE 32

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s consultants, Owner as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner and Lender as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 11.3.1 Unless otherwise provided, the Owner The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, all requested additional insured of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.2 If the Owner Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner Contractor shall so inform the Contractor Owner in writing prior to commencement of the Work. The Owner Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor deleted from the contract amount. If the Owner is damaged by the failure or neglect of the Contractor Owner to purchase or maintain insurance as described above, without so notifying the Contractor Owner in writing, then the Owner Contractor shall bear all reasonable costs properly attributable thereto.

PAGE 33

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate
Contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

...§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just share of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. Intentionally omitted.

...§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7. Intentionally omitted.

...§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators. Intentionally omitted.

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

PAGE 34

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor
shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. 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 2.4.

... Contractor shall schedule and attend with the Owner and the Architect an inspection of the Project eleven (11) months after Substantial Completion. The Owner, Contractor and Architect will inspect the Project to determine whether any warranty items exist, and will prepare a list of warranty items for the Contractor to correct. The Contractor shall notify the Owner and Architect upon its completion of the warranty work and the Contractor and Architect shall perform a follow-up inspection to confirm such completion.

... § 12.2.2.2 The one-year-two-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.

PAGE 35

§ 12.2.6 The warranty on landscape is limited to one year and is only valid if the Landscape Subcontractor provides the landscape maintenance during the warranty period. Landscape maintenance is provided as an alternate and is not included in the contract amount unless stated otherwise.

...

§ 12.2.7 During the warranty period, Contractor shall assign a qualified and experienced representative to work directly with Owner’s representatives to address, commence and complete work to correct, within fifteen (15) business days’ notice from either the Owner or the Architect, any and all warranty items identified from time to time by the Owner or the Architect. If Contractor does not complete the warranty item within fifteen (15) business days of notification by the Owner, the Owner, at its discretion, may complete the warranty item and invoice the Contractor for reimbursement of cost incurred. Owners shall incur no charge or expense for Contractor’s completion of punch list or warranty work. Contractor acknowledges that its punch list and warranty work obligations are included within the Contract Sum.

PAGE 36

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

PAGE 38


User Notes:
§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed performed.

...

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and time the Contractor is responsible for documenting how adverse weather conditions had an adverse effect on the scheduled construction.

...

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes all consequential or indirect damages, including but not limited to:

PAGE 39

§ 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. Intentionally omitted.

...

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. Intentionally omitted.

...

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution: Intentionally omitted.

...

§ 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 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: Intentionally omitted.

...

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof: Intentionally omitted.
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:39:17 on 04/13/2018 under Order No. 7986115104 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
EXHIBIT B

JLD AGREEMENT
April 5, 2018

April Getchius
Town Manager
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

RE: Town of Timnath Administration Building
SUBJ: Project Management Amendment

April,

The purpose of this letter is to amend the executed agreement between Jensen LaPlante Development (JLD) and the Town of Timnath to allow JLD’s project management services to advance from the preconstruction phase to construction.

Our current agreement allows for JLD to be compensated $5,000/month until the commencement of construction. Construction is scheduled to commence by 4/30/18 which allows us to amend our agreement accordingly; see below language from the agreement for reference.

“Prior to the commencement of the work, Consultant and Client will amend this agreement to authorize the Construction Phase of the Services. Once the work commences, the 2.0% fee identified above shall apply. Payments shall be made on a monthly basis, in equal installments based on an agreed upon overall project schedule.”

Based on the sum of the general contractor’s agreement, design fees, town fees, and FF&E costs ($7,723,422 * 2%) = $154,468 total fee. JLD has been paid $20,000 to date, and we will submit our final preconstruction invoice for the month of March by 4/6/18 which will take our total paid to date to $25,000. Based on compensation through end of March, JLD’s remaining fees, ($154,468.00 less $25,000.00 = $129,468) will be amortized over the duration of the construction project. The construction duration is expected to be approximately 10 months, so JLD’s fees will be invoiced at $129,468 divided by 10 months equal $12,946.80/month.

Please acknowledge this amendment by signing below.

Sincerely,

Jeff Jensen
Title: Manager

April Getchius
Title: Town Manager
EXECUTIVE SUMMARY: On April 24, 2018, the Town Staff will be presenting “A Resolution Approving A Standard Form of Agreement Between the Town of Timnath and Brinkman Construction, Inc. And Approval of Town Council Authorization for Expenditures.” Should the Town Council approve that resolution it will allow construction of the Town Center Building to proceed. Later the Town Staff will bring forward authorization for the Town Council to enter into a lease purchase agreement featuring the use of certificates of participation (“COPs”) in connection with the acquisition of the Town Center Building.

Prior to the execution of the lease purchase agreement and issuance of the COPs, the Town has incurred and will incur costs related to the Town Center Building and the Town. The use of COPs proceeds to reimburse prior expenditures is governed by Treasury Regulation § 1.150-2 (the “Regulation”). The Regulation requires the debt issuer to declare their official intent to reimburse the expenditures with proceeds of a borrowing not later than sixty days after payment of the original expenditure. Through this Resolution, the Town is declaring its intent to reimburse certain costs from proceeds of the COPs in accordance with the Regulation.

STAFF RECOMMENDATION: Staff recommends approval of this Resolution.

KEY POINTS/SUPPORTING INFORMATION:
- The Town must adopt this Resolution to comply with the Regulation and be reimbursed for certain costs related to the Town Center Building from the proceeds of the COPs.
- The Resolution allows the Town to be reimbursed for costs related to the Town Center Building, such as grading, that will be incurred before the issuance of the COPs.

ADVANTAGES: The Town can be reimbursed for costs related to the Town Center Building from proceeds of the COPs.

DISADVANTAGES: None.

FINANCIAL IMPACT: Any reimbursed costs will have a positive financial impact on the Town.

RECOMMENDED MOTION: I move approval of Resolution No. 36, Series 2018 “A Resolution Expressing the Intent of the Town Council To Be Reimbursed For Certain Expenses Related to the Financing of the Town Center Building.”

ATTACHMENTS:
1. Resolution
WHEREAS, it is the current intent of the Town Council (the “Town Council”) of the Town of Timnath, Colorado (the “Town”) to finance the cost of constructing a new Town Center Building at 4759 Signal Tree Drive (the “Project”); and

WHEREAS, the Town Council currently believes that it is in the best interest of the Town to finance the Project through the execution and delivery of a lease purchase agreement; and

WHEREAS, the Town Council has determined that it may be necessary to make capital expenditures to construct the Project prior to the time that the Town arranges for the specific financing of such Project; and

WHEREAS, it is the Town Council’s reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended, it is the Town Council’s desire that this resolution shall constitute the “official intent” of the Town Council to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Town Council and the officers, employees, and agents of the Town directed toward the acquisition, construction, installation, and financing of the Project is hereby ratified, approved and confirmed.

Section 2. The Town intends to finance approximately $7,900,000 to pay the costs of the Project, including the reimbursement of certain costs incurred by the Town prior to the receipt of any proceeds of a financing, upon terms acceptable to the Town, as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees, and agents of the Town shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to acquire, construct, install and finance the Project and to otherwise carry out the transactions contemplated by this resolution.
Section 4. This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
# TOWN COUNCIL COMMUNICATION

**Meeting Date:**
April 24, 2018

**ITEM:** A RESOLUTION APPROVING A TOWN COUNCIL PURCHASE AUTHORIZATION – POLICE OFFICER

### EXECUTIVE SUMMARY:
The Council recently commissioned a resident survey to determine the priorities of the Town’s citizens. Public safety ranked as the top priority. As a result, staff is recommending that the police officer position that was removed from the draft 2018 budget be reinstated to allow the hiring of an officer in the 4th quarter of 2018. The cost is estimated to be $40,700.

### STAFF RECOMMENDATION:
Staff recommends approval of this resolution provided the Town Center has been approved. Current space limitations would prevent additional hirings. If approved, the Town can also move ahead with re-configuration of the current building as a short term solution to allow us to move toward 24/7 police coverage.

### KEY POINTS/SUPPORTING INFORMATION:
- In anticipation of conducting a resident survey, the Town Council removed additional personnel (with the exception of a public works maintenance person) from the 2018 adopted budget.
- The Council commissioned a resident survey and it was conducted in March 2018.
- The resident survey findings showed resounding support for public safety and police officers as well as 24/7 Timnath Police Department coverage.
- The attached purchase authorization will allow staff to proceed with the hiring of an additional police officer in the 4th quarter of 2018. The fourth quarter is a reasonable time frame given the effort needed in recruiting, interviewing and testing, and background testing.
- This hiring will move the Town closer to 24/7 police coverage.

### ADVANTAGES:
- Allows the staff to hire an additional police officer in 2018.

### DISADVANTAGES:
None.

### FINANCIAL IMPACT:
The estimated cost for hiring a police officer in the 4th quarter of 2018 is $40,700. The full salary and benefits amount will need to be budgeted in 2019.

### RECOMMENDED MOTION:
I move approval of Resolution No. 37, Series 2018 entitled “A Resolution Approving a Town Council Purchase Authorization – Police Officer.”

### ATTACHMENTS:
- Purchase Authorization
A RESOLUTION APPROVING A TOWN COUNCIL PURCHASE AUTHORIZATION – POLICE OFFICER

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is a Town Council Purchase Authorization to allow the expenditure associated with the hiring of a police officer; and

WHEREAS, a recent resident survey determined that public safety is a number one resident priority; and

WHEREAS, the Town Council is familiar with the Purchase Authorization and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The Purchase Authorization is hereby approved and staff is hereby authorized to proceed with the hiring of an additional police officer in the 4th quarter of 2018.


TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

PURCHASE AUTHORIZATION
### Town Council Purchase Authorization

**Date:** 4/16/2018  
**Vendor:** Town of Timnath Personnel  
**Department:** Police  
**Project:** Additional Officer 4th Quarter 2018  

**Description:** Authorizes the hiring of an additional officer in the 4th quarter of 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Hiring</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$40,700</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Financial Impact:** Requires authorization of $40,700 to allow for police hirings.

**Recommendation/Justification:** Public Safety was the #1 issue supported by the resident survey. If the Town Center Building moves forward, we can begin hiring to move closer to 24/7 police coverage.

---

**Is this purchase more than $25,000**  
- Yes [X]  
- No

**Is this the purchase of Real Estate or Land**  
- Yes [X]  
- No

**Is this the purchase of Public Art**  
- Yes [X]  
- No

**Is this a budget request for a purchase that will exceed the approved budget**  
- Yes [X]  
- No

**Advantages:** Allows for the hiring of a police officer per the resident survey priority.

**Disadvantages:** None.

---

**Requesting Department Signature**  
**Date**

**Town Manager Signature**  
**Date**
EXECUTIVE SUMMARY:

- Agreement between the Town and Connell Resources, Inc. to complete drainage improvements and repair work at the Timnath Reservoir and utilize the Timnath Reservoir as a borrow site for fill dirt for the Town Center site.
- Base Bid in the amount of $92,655.00.
- This project consists of:
  - Repairing the roadside swale along the entry road of the reservoir, including placing permanent erosion control fabric in the swale to allow vegetative growth.
  - Construct a new swale and install 170 linear feet of 24” drainage pipe to extend the drainage swale and pipe it into the reservoir.
  - Repair parking lot damage by grading and adding new road base.
  - Repair other minor damage to swales around the site.
  - Reseed disturbed areas.
  - Remove fill dirt from the overflow parking area and transport to the Town Center project site.
  - Reseed and regrade the borrow area to provide positive drainage.
- This contract will be paid for by 3 different line items.
  - The repair work will be paid from the Parks / Landscape Maintenance line item.
  - The new swale and pipe will be paid for from the Reservoir Capital Project line item.
  - The import operation will be paid for as part of the Town Center Project.
- Budget numbers also include design, bidding and construction administration time, and other improvements to the Reservoir such as picnic tables, Landscape and irrigation, shoreline improvements and shade structures.
- The cost of import for the Town Center Site is lower than originally budgeted, and will provide some cost savings to that project.

STAFF RECOMMENDATION: Staff recommends that Council award the contract with Connell Resources, Inc. to complete the Timnath Reservoir Repairs, Drainage Improvements and Import to the Town Center Site.

KEY POINTS/SUPPORTING INFORMATION:
Connell Resources, Inc. completed the Phase 1 construction project at the Timnath Reservoir in 2017, so they are particularly well suited to complete the repair and additional drainage work. The Town has an ongoing relationship with Connell Resources as they have completed many significant projects for the town over the last few years, and this agreement is a logical extension of the work completed last year.
<table>
<thead>
<tr>
<th>ADVANTAGES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Awarding this contract will commence the construction of the above mentioned improvements.</td>
</tr>
<tr>
<td>• Provide much needed repair and drainage improvements at the reservoir for the citizens of Timnath.</td>
</tr>
<tr>
<td>• Reduce the cost of import to the Town Center Site.</td>
</tr>
<tr>
<td>DISADVANTAGES:</td>
</tr>
<tr>
<td>• None</td>
</tr>
<tr>
<td>FINANCIAL IMPACT:</td>
</tr>
<tr>
<td>• These are budgeted items, see the Town Council Purchase Authorization for details.</td>
</tr>
<tr>
<td>• Landscape maintenance cost of $18,930</td>
</tr>
<tr>
<td>• Reservoir Capital Project cost of $26,130.00</td>
</tr>
<tr>
<td>• Town Center Capital Project cost of $47,595.00</td>
</tr>
<tr>
<td>• Total cost of contract $92,655.00</td>
</tr>
<tr>
<td>RECOMMENDED MOTION:</td>
</tr>
<tr>
<td>• I move to approve Resolution No. 38, Series 2018 approving the Agreement with Connell Resources, Inc. for the Timnath Reservoir Repairs, Drainage Improvements and Import to the Town Center Site.</td>
</tr>
<tr>
<td>ATTACHMENTS:</td>
</tr>
<tr>
<td>1. Resolution</td>
</tr>
<tr>
<td>2. Agreement</td>
</tr>
<tr>
<td>3. Connell Resources Proposal for Work</td>
</tr>
<tr>
<td>4. Town Council Purchase Authorization</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE AGREEMENT WITH CONNELL RESOURCES, INC. FOR THE TIMNATH RESERVOIR REPAIRS, DRAINAGE IMPROVEMENTS AND IMPORT TO THE TOWN CENTER SITE

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Agreement between the Town of Timnath and Connell Resources, Inc. (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants. Furthermore, the Town Council authorizes the Town Manager to execute said Agreement, provided all of the above terms are met.


TOWN OF TIMNATH, COLORADO

__________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
AGREEMENT

This agreement is dated as of the _____ day of ______________, 2018 by and between: the Town of Timnath, CO (hereinafter called Owner) and Connell Resources, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: repair and drainage improvements to the Timnath Reservoir Site and transport of fill material to the Town Center site and the adjacent properties.

ARTICLE 2. ENGINEER

The project has been designed by TST, Inc. Consulting Engineers who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be substantially completed by August 31st, 2018 as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by September 15, 2018.

3.2 Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the work is substantially complete.

3.3 After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.
ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows: ninety two thousand, six hundred and fifty five dollars and zero cents ($ 92,655.00).

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment as recommended by Engineer, on or about the 10th day of each month following the month that the Engineer received and processed the application during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

Ninety percent (90%) of work completed. If work has been 50% completed as determined by Engineer, and if the character and progress of the work have been satisfactory to Owner and Engineer, Owner on recommendation of Engineer, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the work completed.

Ninety percent (90%) of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

5.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Contract Price, less such amounts as Engineer shall determine or Owner may withhold in accordance with paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.
ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 14 of the General Conditions shall bear interest at a rate not exceeding 12.0 percent per annum.

ARTICLE 7. CONTRACTOR’S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to reply.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
ARTICLE 8.  CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the work consist of the following:

8.1 This Agreement (pages 1 to 6, inclusive).

8.2 Performance and Labor and Material Payment Bond.

8.3 Notice of Award.

8.4 General Conditions (pages 1 to 62, inclusive).

8.5 Supplementary Conditions (pages 1 to 9, inclusive).

8.6 Drawings, with each sheet bearing the following general title: Timnath Reservoir Park.

8.7 Contractor’s Bid (pages 1-7, inclusive).

8.8 The following which may be delivered or issued after the Effective the date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9.  MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
ARTICLE 10. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

1. The Contractor shall not:

   (A) Knowingly employ or contract with an illegal alien who will perform work under the public contract for services; or

   (B) Enter into a contract with a Subcontractor that fails to certify to the Contactor that the Subcontractor shall not knowingly employ or contract with an illegal alien who is newly hired to perform work under the public contract for services.

2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the employment verification program established pursuant to C.R.S. 8-17.5-102(5) (“the Department Program”) or the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (“the E-verify Program”)

3. The Contractor shall use either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

4. The Contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under the public contract, affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. 1324a, and not altered or falsified the identification documents for such employees. The contractor shall provide a written, notarized copy of the affirmation to the Owner.

5. If the Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

   (A) Notify the Subcontractor and the Owner within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

   (B) Terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to paragraph 4(A) the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment (“the Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. 8-17.5-102(5)(a).

7. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Owner may terminate the contract for breach of the contract. If the
contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner.

ARTICLE 11. OTHER PROVISIONS

In witness whereof, the parties hereto have signed this Agreement in triplicate. One counter part each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on ______________________, 2018.

Owner:  Town of Timnath                 Contractor:  Connell Resources, Inc.

By:_____________________________                     By:_____________________________

(CORPORATE SEAL)                       (CORPORATE SEAL)

Attest:_____________________________                      Attest:_____________________________

Address for giving notices

_____________________________

_____________________________

_____________________________

License No. ________________________
<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Mobilization / General Conditions</td>
<td>1.00</td>
<td>LS</td>
<td>$4,600.25</td>
<td>$4,600.25</td>
</tr>
<tr>
<td>101</td>
<td>Construction Surveying</td>
<td>1.00</td>
<td>LS</td>
<td>$1,900.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>102</td>
<td>24” RCP Storm Drain</td>
<td>170.00</td>
<td>LF</td>
<td>$70.00</td>
<td>$11,900.00</td>
</tr>
<tr>
<td>103</td>
<td>24” RCP FES</td>
<td>2.00</td>
<td>EACH</td>
<td>$685.00</td>
<td>$1,370.00</td>
</tr>
<tr>
<td>104</td>
<td>Rip Rap D50=9”, Type L</td>
<td>2.00</td>
<td>CY</td>
<td>$115.00</td>
<td>$230.00</td>
</tr>
<tr>
<td>105</td>
<td>Drainage Ditch Excavation And Spacing</td>
<td>1.00</td>
<td>LS</td>
<td>$8,200.00</td>
<td>$8,200.00</td>
</tr>
<tr>
<td>106</td>
<td>Misc Interior Ditch Cleaning &amp; Maintenance</td>
<td>1.00</td>
<td>DY</td>
<td>$2,600.00</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>107</td>
<td>Propex Landlok 450 TRM (W/ 8” Staples) (10’ Width X 704’ Length)</td>
<td>783.00</td>
<td>SY</td>
<td>$8.25</td>
<td>$6,459.75</td>
</tr>
<tr>
<td>108</td>
<td>Seeding And Fertilizer</td>
<td>3,000.00</td>
<td>SY</td>
<td>$0.80</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>109</td>
<td>Additional Recycled Asphalt Base Course</td>
<td>200.00</td>
<td>TON</td>
<td>$27.00</td>
<td>$5,400.00</td>
</tr>
</tbody>
</table>

**Total Price for above Timnath Reservoir Park Ditch Grading Items:** $45,060.00

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>200</td>
<td>Mobilization / General Conditions</td>
<td>1.00</td>
<td>LS</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>201</td>
<td>Administration Building Import (Site Prep And Placement By Others)</td>
<td>6,500.00</td>
<td>CY</td>
<td>$6.75</td>
<td>$43,875.00</td>
</tr>
<tr>
<td>202</td>
<td>Timnath Reservoir Park Borrow Area Seeding</td>
<td>6.00</td>
<td>ACRE</td>
<td>$1,345.00</td>
<td>$8,070.00</td>
</tr>
<tr>
<td>203</td>
<td>Timnath Trail Import Material Purchase</td>
<td>4,500.00</td>
<td>CY</td>
<td>($1.50)</td>
<td>($6,750.00)</td>
</tr>
</tbody>
</table>

**Total Price for above Borrow Import Operations Items:** $47,595.00

**Total Bid Price:** $92,655.00

**Notes:**
- Pricing is based upon plan sheet provided by TST - Timnath Reservoir Parkway - Ditch Grading dated March 2018.
- The following are excluded from this proposal: Drainage facility certification; Warrantee period in excess of one year; Street cleaning for work performed by others; Permits & Fees; Dewatering; Maintenance of erosion control devices for others; quality control or acceptance testing; prairie dog removal, relocation, or extermination; landscaping.
- Pavement Drainage less than 1.5% designed or obtainable fall will not be guaranteed.
- Material prices for pipeline Items are guaranteed for a period of 30 days from the date shown on the top of this quote. After 30 days the material prices may change the unit prices quoted.
- All work is contingent on the availability of construction water, access to the work, negotiation of acceptable contract terms, a mutually agreeable schedule, and verification of financing.
- Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is anticipated ___________.
- Frost removal or winter protection is not included. If requested, it will be billed either on a time and material basis or a lump sum amount that is mutually agreed upon.
- Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.
- Add 1% to include performance and payment bond.
- Fence removal and replacement is excluded. Ditch excavated material will be hauled offsite. Final installation of the TRM will be to a width of 10’ by 704’ in length. Any additional TRM installed will be billed at the unit price provided.
1. **Timnath Reservoir Park Borrow Site Notes and Clarifications:**
   1. Borrow material has been based on the preliminary grading plan provided by TST. All borrow material will be generated south east of the existing access road.
   2. No topsoil will be replaced once borrow grading activities are completed.
   3. Seeding will be placed once borrow grading activities are completed. Seeding will follow the 2017 "Low Intensity Seeding" previously completed.
   4. 6,500 CY has been included for import operations to the new administration building and 4,500 CY included for the Timnath Trails At Riverbend Apartment project.
   5. All site work required for the import operations at the Administration Building will be completed by The Town of Timnath’s contractor. This will include but not limited to erosion control, site access, placement of imported material, street cleaning has required, geotechnical testing and acceptance. CRI will not provide any type of man power or equipment at the Timnath Administration site. The Town's contractor will be required to place and compact the imported fill material at a minimum rate of 2,167.67 CY per day.
   6. At the completion of the park site borrow grading activities, CRI will provide a smooth grade and seed the site (the grading plan provided by TST will be used as a template but CRI cannot guarantee the design grades will be achieved).
   7. CRI has based the import operations can haul through down town Timnath. Total days of import operations will last 5 to 6 working days with 7 to 9 belly dump trucks.

### CONDITIONS AND AGREEMENTS

1. **WITHDRAWAL OF QUOTATION:** This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the “Sponsor”) within thirty (30) days from date of issue.

2. **PERFORMANCE:** Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell’s control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell’s control.

3. **SPONSOR’S RESPONSIBILITIES:** This quotation does not include any charges for tapping fees unless noted. Sponsor shall furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering inspections and quality control testing.

4. **SOIL MECHANICS AND UNDERGROUND CONDITIONS:** During excavation, if material is encountered that a 1-¼ yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.

5. **DESIGN AND ENGINEERING SERVICES:** Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor’s agents or third parties.

6. **EXTRAWORK:** Upon written notice from Connell to the sponsor, sponsor’s agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and-material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7. **QUANTITY DETERMINATION AND BILLINGS:** For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.

8. **PAYMENT TERMS:** The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1/2% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell’s right to full and immediate payment.

9. **DEFAUL T:** If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney’s fees) incurred by Connell as a result of the default.

10. **WARRANTIES:** All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER.

11. **SOIL STERILIZATION:** If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.

12. **ASPHALT PRICE ADJUSTMENTS:** In the event of national and regional shortages of crude oil or other factors beyond Connell’s control, Connell’s suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell’s current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.

13. **AUTHORITY TO PERFORM WORK:** The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

14. **INDEMNIFICATION/LIABILITY LIMITATION:** Connell shall not be responsible for sponsor’s acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor’s agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

15. **_BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

16. **HAZARDOUS MATERIALS:** In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as “Hazardous Materials”) which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell’s sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell’s work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell’s time for performance under this Agreement a like amount of the time.
The above prices, specifications and conditions are satisfactory and hereby accepted.

buyer: 

signature: 

date of acceptance: 

confirmed: 

connell resources, inc.

authorized signature: 

 estimator: Shane Westlind
Town of Timnath
4800 Goodman Street
Timnath, CO 80547
(970) 224-3211

Town Council Purchase Authorization

Date: April 24, 2018
Vendor: Connell Resources, Inc.
Department: Community Development
Project: Timnath Reservoir Repairs, Drainage Improvements and Import to the Town Center Site

Description: These improvements include repair to the roadside swale along the entry road at the Reservoir, repair work to the gravel parking lot, construction of a new drainage swale and 170' of underground drainage pipe eliminate any further damage to the site, import excess fill dirt from the reservoir to the Town Center site.

<table>
<thead>
<tr>
<th>Is this purchase more than $25,000</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this the purchase of Real Estate or Land</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this the purchase of Public Art</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this a budget request for a purchase that will exceed the approved budget</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Advantages:
- Awarding this contract will commence the construction of the above mentioned improvements.
- Provide much needed repair and drainage improvements at the reservoir for the citizens of Timnath.
- Reduce the cost of import to the Town Center Site.

Disadvantages:
- None

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timnath Reservoir (Capital)</td>
<td>$300,000</td>
<td>$289,105.75</td>
<td>$0</td>
<td>$26,130.00</td>
<td>$262,975.75</td>
</tr>
<tr>
<td>Parks Maintenance</td>
<td>$182,250</td>
<td>$172,902.00</td>
<td>$0</td>
<td>$18,930.00</td>
<td>$153,972.00</td>
</tr>
<tr>
<td>Town Center</td>
<td>$7,875,050</td>
<td>$7,584,127.17</td>
<td>$0</td>
<td>$47,595.00</td>
<td>$7,536,532.17</td>
</tr>
<tr>
<td>Total Requested</td>
<td></td>
<td></td>
<td></td>
<td>$92,655.00</td>
<td></td>
</tr>
</tbody>
</table>

Financial Impact:
- These are budgeted items.
- The bid amount is $92,655.00
- The budget amount includes design, construction administration, and other improvements.

Recommendation/Justification:
Recommend approval to commence work on repair, improvements and import operations.

Requesting Department Signature

Town Manager Signature

Date 4/19/18