

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 60, SERIES 2024**

**A RESOLUTION APPROVING THE CONTRACT WITH WCC CONSTRUCTION LLC
FOR CONSTRUCTION OF THE TIMNATH TOWN CENTER REVISIONS**

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 completed an IFB solicitation for construction of the Timnath Town Center Revisions and recommended award to WCC Construction LLC; and

WHEREAS, attached hereto as **Exhibit A** is the Agreement for the Timnath Town Center Revisions project; and

WHEREAS the Town has included this work in its 2024 Administration Budget; and

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

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

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$95,688 for the 2024 Timnath Town Center Revisions project, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Town Engineer, Public Works Director, Legal Counsel, and other applicable staff or consultant is hereby approved, authorized, and ratified for the construction of the Timnath Town Center Revisions. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON SEPTEMBER 10, 2024.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

**CONSTRUCTION CONTRACT
FOR TIMNATH TOWN CENTER REVISIONS PROJECT**

This CONSTRUCTION CONTRACT, including any and all exhibits attached hereto (the “Contract”), is entered into as of the 10th day of September, 2024 (the “Effective Date”), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and WCC CONSTRUCTION, LLC, a Limited Liability Company of the State of Colorado (the “Contractor”). The Town and Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain Work within its corporate boundaries;

WHEREAS, the Town is the owner of certain real property, as described in the Scope of Work attached hereto as **Exhibit A**, and Contractor has agreed to perform Work in connection with construction, repair, replacement, enlargement or modification of public improvements on such Property, as set forth in **Exhibit A** (the “Work”);

WHEREAS, Contractor is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

WHEREAS, the Town desires to engage Contractor to perform the Work, as described in this Contract; and

WHEREAS, the Town is authorized to contract for the provision of such Work pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, Contractor has represented that it has the professional experience, skill and resources to perform the Work, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** Contractor shall perform the Work described in **Exhibit A**, attached hereto and incorporated herein by this reference: (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar Work in the area of the Town; (b) within the time period and pursuant to the Scope of Work specified in said **Exhibit A**; and (c) using reasonable efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Contract or through other authorization

expressly delegated to Contractor or authorized by the Town through the Town Council. Definitions contained set forth in **Exhibit A** shall apply to this Contract.

2. TERM.

a. This Contract shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 17 hereof or (ii) the later of: (a) final acceptance of the Work or (b) expiration of the Warranty.

b. This Contract is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date set forth above, the Effective Date shall be extended until the date such approval is received.

3. CHANGE ORDERS. A Change Order is a written instrument, issued after execution of this Contract, signed by Town and Contractor setting forth their Contract to change any term or condition herein, including changes to scope, compensation or schedule. Each Change Order shall clearly specify any changes to the Contract Price or Contract Times. Authorization to proceed with additional Work shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional Work are provided pursuant to this Section 3, the terms and conditions of this Contract relating to Work shall also apply to any additional Work rendered. An increase or decrease in the compensation payable to Contractor resulting from a change in the Work shall be determined by one or more of the following methods:

- a. Unit prices set forth in this Contract or as subsequently agreed;
- b. a mutually accepted, itemized lump sum; or
- c. if an increase or decrease cannot be agreed to as set forth in subparagraphs (a) or (b) and Town issues a written order for Contractor to proceed with the change, the adjustment in the compensation payable to Contractor shall be determined by the reasonable expense and savings of the performance of the Work resulting from the change.

4. GENERAL PERFORMANCE STANDARDS

a. Contractor represents that it has the capacity and the professional experience and skill to perform the Work and that the Work shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform Work of a similar nature to those specified in this Contract.

b. The Work provided under this Contract shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

c. Contractor agrees that it has and will continue to comply with all Laws while providing Work under this Contract. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding

business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

d. The responsibilities and obligations of Contractor under this Contract shall not be relieved or affected in any respect by the presence of any agent, Contractor, subcontractor or employee of the Town. Review, acceptance or approval by the Town of the Work performed by Contractor shall not relieve Contractor of any responsibility for deficiencies, omissions or errors in said Work, nor shall it be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

e. Contractor shall secure required permits, certificates of inspection, testing or approval from all applicable governmental entities, and deliver them to Town upon request.

5. WARRANTY. Contractor warrants that materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor agrees to correct, at its own expense, all construction performed under this Contract which proves to be defective in workmanship and materials within a period of two years from the date of completion of Substantial Completion, and to pay for any damage to other works resulting from such defects, which become evident within two years after the date of substantial completion (the "Warranty"). Contractor shall make all such repairs and replacements promptly upon receipt of written order for same from the Town. If Contractor fails to make the repairs or replacements promptly, the Town may do the work and Contractor and its Surety shall be liable for the costs thereof, which shall be payable upon demand by the Town or may be offset from any remaining payments due to Contractor. Contractor shall provide a copy of all written warranties from subcontractors, vendors or material providers to the Town, prior to contract close-out and prior to issuance of final payment.

6. SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE.

6.1 Substantial Completion. Substantial Completion of the Work shall be on or before the date set forth in **Exhibit A**, unless modified pursuant to written Change Order signed by both Parties. "Substantial Completion," as used herein, shall mean that degree of completion of the work or defined portion of the work sufficient to provide the Town, with the full-time use and enjoyment of the work or the defined portion of the work, for the purposes for which it was intended. Contractor shall notify Town when it believes the Work is substantially complete. Within five (5) business days of Town's receipt of Contractor's notice, Town and Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Town shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work, (ii) the remaining items of Work that have to be completed before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Town's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion.

6.2 Final Acceptance. Contractor shall notify Town in writing when the Work is ready for final inspection and will submit a Final Application for Payment. "Final Acceptance" of the Project shall mean that the Project has passed all Acceptance Tests and Town has provided written Notice of Acceptance and made final payment. At the time of submission of its Final Application for Payment, Contractor shall provide the following information:

- 1) an affidavit stating that there are no claims, obligations or liens outstanding or unsatisfied for labor, Work, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Town's interests;
- 2) a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Town and remaining unsettled at the time of final payment;
- 3) consent of Contractor's surety, if any, to final payment;
- 4) a certificate demonstrating that any approvals required by governmental entities other than the Town have been obtained (such as water or wastewater districts);
- 5) all operating manuals, warranties and other deliverables required by the Contract Documents; and
- 6) certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

After receipt of a Final Application for Payment from Contractor, Town shall conduct the final inspection and final payment as set forth in this Contract, *provided* that Contractor has completed all of the Work in conformance with the Contract Documents. Final payment by **TOWN** shall constitute Final Acceptance of the Project for all purposes hereunder, subject to Contractor's remaining warranty obligations and any remaining indemnity obligations hereunder. 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.

7. MONTHLY STATUS REPORT. Contractor shall provide to the Town, on a monthly basis, a narrative progress and status report describing work in progress and results achieved during the reporting period, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, (iv) other items require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Times, and (v) such other items as Town may reasonably require ("Monthly Report").

8. COMPENSATION AND INVOICES.

8.1 Compensation. Contractor shall be paid on a time and materials basis, not to exceed the total amount set forth in **Exhibit A**, attached hereto and incorporated herein (the "Contract Price"). Contractor shall be responsible for all expenses it incurs in performance of this Contract and shall not be entitled to any reimbursement or compensation except as provided in

Exhibit A of this Contract, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Concurrent with the execution of this Contract, Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

8.2 Pay Requests. On a monthly basis, Contractor shall submit for Town’s review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents. Each Application for Payment shall constitute Contractor’s representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to the Town free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Contractor’s receipt of payment, whichever occurs earlier. An Application for Payment may request payment for equipment and materials which have been purchased by Contractor but not yet incorporated into the Project, provided that (i) the Town is satisfied that the equipment and materials are suitably stored at either the Property or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Town will receive the equipment and materials free and clear of all liens and encumbrances.

8.3 Retainage. The Town shall retain 5% of the value of the Work from all progress payments to Contractor for the Work. A progress payment shall not be considered as acceptance or approval of any part of the Work, and shall not relieve Contractor of responsibility for defective materials or Work. Contractor may request that Town release and allow Contractor to withdraw the whole or any portion of the said sums retained, if Contractor deposits securities with the Town, which are acceptable to Town and approved by Town’s Representative. Such acceptable securities so deposited at all times shall have a market value at least equal in value to the amount so withdrawn. If at any time Town determines that the market value of the acceptable securities theretofore deposited has fallen below the amount so withdrawn, Town may give notice thereof to Contractor, who forthwith shall deposit additional acceptable securities in an amount sufficient to reestablish a total deposit of securities equal in value to the amount so withdrawn.

8.4 Payment / Withholding. Within 30 days following receipt of an Application for Payment, the Town shall pay Contractor all amounts properly due, minus retainage per Section 8.3 of this Contract. If the Town determines that Contractor is not entitled to all or part of an Application for Payment, it will notify Contractor in writing at least five (5) days prior to the date payment is due. Town may withhold amounts from Payment for reasons including, without limitation, the following: (a) defective Work which has not been remedied, (b) third party claims related to the Work or reasonable evidence that third party claims will be filed, (c) Contractor’s failure to pay Subcontractor amounts that are due and owing, (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price or within the Contract Times, (e) damages to Town related to the Work, or (f) Contractor’s repeated failure to carry out

the Work in accordance with the Contract Documents. The notice shall indicate the specific amounts Town intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify Town's concerns. Contractor and Town will attempt to resolve Town's concerns prior to the date payment is due. Notwithstanding anything to the contrary in the Contract Documents, the Town shall pay Contractor all undisputed amounts in an Application for Payment within the times required by the Contract. Final payment shall be made pursuant to the procedure set forth in § 38-26-107, C.R.S. or any Town Code requirements.

8.5 Appropriation. The Town has appropriated funds equal to or in excess of the Contract Price for the year this Contract is entered into. The issuance of any change order, task order, addendum or other form of order or directive by the Town requiring additional compensable work to be performed that would cause the aggregate amount payable under the contract to exceed the Contract Price is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations have been made by the Town to cover the costs of the additional work, and that the appropriations are available prior to performance of such additional work.

8.6 Late Payments. Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Work, subject to the appropriation and budget requirements under Section 27, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Work as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. TIME FOR PERFORMANCE / LIQUIDATED DAMAGES

9.1 Contract Times. Contractor agrees that it will commence performance of the Work and achieve the Contract Times in accordance with **Exhibit A** to this Contract. If Contractor is delayed in the performance of the Work due to Uncontrollable Circumstances, the Contract Times for performance shall be reasonably extended by Change Order (not to exceed the number of days of actual delay), and the Schedule adjusted accordingly. "Uncontrollable Circumstances" means any unanticipated event or condition which is beyond the reasonable control of the Party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to: an act of God, earthquake, tornado, fire, explosion, flood, war, riot or civil disturbance, pandemic event or the presence of Hazardous Materials.

9.2 Liquidated Damages. The Parties recognize that time is of the essence in the performance of this Contract and that Town will suffer financial loss if the Work is not completed within the Contract Times specified in **Exhibit A** of this Contract, plus any extensions thereof allowed in accordance with Section 8.1 hereof or a Change Order signed by both Parties, which damages may include, without limitation, delays in completion and use of the Project, reduced services to the public, and costs associated with contract administration. The Parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Town if the

Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Town five hundred dollars (\$500) for each day that expires after the time specified in **Exhibit A** for Substantial Completion or any proper extension thereof granted by Town, until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in **Exhibit A** for Acceptance or any proper extension thereof granted by Town, Contractor shall pay Town five hundred dollars (\$500) for each day that expires after the time specified for final Acceptance. Total liquidated damages paid by Contractor under this Section 6.3 shall not exceed 10% of the Contract Price.

10. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and nothing in this Contract shall constitute or designate Contractor or any of its employees or agents as employees or agents of the Town. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Contract, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or its employees, sub-Contractors, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by Contractor will be deemed employees or sub-contractors of Contractor and will not for any purpose be considered employees or agents of the Town, and Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than the Town, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Contract.**

11. CONTRACTOR'S REPRESENTATIONS. In order to induce Town to enter into this Contract, Contractor makes the following representations:

11.1 Examination of Contract Documents. Contractor has examined and carefully studied the Contract Documents, including the Addenda thereto, and other related data identified in the Request for Proposal and the Contract Documents.

11.2 Examination of Project Site. Contractor has visited the Project site and any reports provided by the Town regarding the condition of the Project Site, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Contractor has obtained and carefully studied or assumes responsibility of having done so all such additional supplementary examinations, investigations,

explorations, tests, studies, and data concerning conditions or surface, subsurface, and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

11.3 Notice of Conflicts or Errors. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents. Contractor has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor.

11.4 Not Suspended, Disbarred or Excluded. Contractor hereby certifies to Town that Contractor is not listed as a suspended, disbarred or excluded on the System for Awards Management (SAM) (formerly known as the Excluded Parties List System (“EPLS”)) maintained by the General Work Administration (“GSA”).

12. PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Contract, Contractor will disclose to the Town the membership status of any of Contractor’s employees that are members of the Colorado Public Employees’ Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Contract, and the Town’s obligations to perform under this Contract are specifically conditioned on Contractor’s performance as required under this Section 12.

13. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Contract is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

14. CONTRACTOR’S INSURANCE.

a. Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Contract, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Contract shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Contract.

b. Prior to commencing any work under this Contract, Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Contract, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If Contractor subcontracts any portion(s) of the Work, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and Contractor, provided, however, that subcontractors of Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of Contractor. If the coverage required expires during the term of this Contract, Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Contract; nor shall the purchase of the required insurance serve to limit Contractor's liability under any provision in this Contract. Contractor shall be responsible for the payment of any deductibles on issued policies.

15. BONDS. The Contractor shall provide a payment bond and a performance bond, in the amount of at least one-half of the contract amount, in a form acceptable to the Town, prior to execution of this Contract. The Town may make a claim on such bonds, in addition to other remedies available herein.

16. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to Contractor by the Town, or developed by Contractor as a result of the performance of a particular task, shall remain confidential. In addition, Contractor shall hold in strict confidence, and shall not use in competition, any information which Contractor becomes aware of under or by virtue of this Contract which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to Contractor (ii) provided to Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by Contractor without use of the Town's confidential information. During the performance of this Contract, if Contractor is notified that certain information is to be considered confidential, Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and Contractor. Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Conflicts. Prior to the execution of, and during the performance of this Contract and prior to the execution of future agreements with the Town, Contractor agrees to notify the Town of any conflicts of interest known to Contractor that impact Contractor's provision of Work to the Town.

17. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of Contractor prepared pursuant to this Contract, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to Contractor of the invoices representing the work by which such materials were produced. At the Town's request, Contractor will provide the Town with all documents produced by or on behalf of Contractor pursuant to this Contract. Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Work for a period of two (2) years after termination of this Contract, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

18. LIENS AND ENCUMBRANCES. Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Contract or the performance of the Work contemplated in this Contract assuming Contractor has been paid for all Work rendered. Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Work performed under or in connection with this Contract. Contractor will provide indemnification against all such liens or verified statements of claim filed with the Town for labor performed, materials supplied or used by Contractor and/or any other person in connection with the Work undertaken by Contractor, in accordance with Section 1, below.

19. INDEMNIFICATION. Contractor shall indemnify and save and hold harmless the Town, its councilmembers, officers, agents, contractors, and employees from and against: (1) damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers and employees of the Town) and (2) claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees costs), causes of action, or other legal, equitable or administrative proceedings, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation which is incurred by the Town but only to the extent caused by or arising out of the errors and omissions, willful misconduct, criminal, tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including such acts or omissions of employees, agents, subcontractors or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its councilmembers, officers, agents and employees from damages proximately caused by the negligence of the Town's officers, agents and employees. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Contract. This indemnification obligation shall survive the expiration or termination of this Contract. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and

defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.).

20. ASSIGNMENT. Contractor shall not assign this Contract or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Contract in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

21. SUBCONTRACTORS. Contractor is solely and fully responsible to the Town for the performance of all Work in accordance with the terms set forth in this Contract, whether performed by Contractor or a subcontractor engaged by Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner Contractor's duties, liabilities, or obligations under this Contract. Prior to commencing any Work, a subcontractor shall provide evidence of insurance coverage to the Town.

22. TERMINATION. This Contract may be terminated for cause or convenience by the Town by giving Contractor thirty (30) days' prior written notice. Each Party may terminate this Contract for cause at any time upon such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 23. Such notice shall not be required for automatic expiration under Section 2, above. If this Contract is terminated, Contractor shall be paid for all the Work satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Contract be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Contract which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Contract. In the event of termination of this Contract, Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by Contractor to the Town, unless the Town terminates the Contract for convenience.

23. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Contract, or is otherwise in default of any of the terms of this Contract, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Contract is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Contract with thirty days advance notice and

enforce the defaulting party's obligations pursuant to this Contract by an action for injunction or specific performance.

24. NOTICES. Any notice or communication required under this Contract must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Contract, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

- To the Town: Town of Timnath
 Attn: Town Manager
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (phone)
 970-224-3217 (fax)

- With copy to: Timnath Town Attorney
 Attn: Carolyn Steffl
 4750 Signal Tree Drive
 Timnath, Colorado 80547
 (970) 224-3211 (phone)
 (970) 224-3217 (fax)

- Contractor: WCC Construction, LLC
 Attn: Jeffrey Wampler
 1112 Oxborough Lane
 Fort Collins, CO, 80525
 (970) 231-7899 (phone)

25. AUDITS AND INSPECTIONS.

25.1 Audit of Records. The Town shall have the right to audit, with reasonable notice, any of Contractor's books and records which may be necessary to substantiate any invoices and payments under this Contract (including, but not limited to, receipts, time sheets, payroll and personnel records),

and Contractor agrees to maintain adequate books and records for such purposes during the term of this Contract and for a period of two (2) years after termination of the Contract and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

25.2 Inspection of Work / Use of Property. Contractor shall allow the Town and its representatives and agents to access, inspect and evaluate the Work at all reasonable times and in a manner that will not unduly delay the Work. Contractor shall furnish, and require all Subcontractors to furnish, all reasonable facilities and assistance for the safe and convenient performance of such duties. Contractor understands that the Town shall continue to operate and use the Property during the term hereof. Contractor shall coordinate with the Town on any temporary relocations as part of the Work.

26. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Parties hereto relating to the Work, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. This Contract may not be modified except by a writing executed by both Contractor and the Town.

27. BINDING AGREEMENT. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

28. NO WAIVER. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Contract, nor shall the waiver of any default be deemed a waiver of any subsequent default.

29. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Contract shall be in the District Court in and for the County in which the work is being performed. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, Contractor shall carry on its duties and obligations under this Contract during any legal proceedings and the Town shall continue to pay for the Work performed under this Contract until and unless this Contract is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Town's request, Contractor will consent to being joined in litigation between the Town and third parties related to the Work or this Contract, but such consent shall not be construed as an admission of fault or liability. Contractor shall not be responsible for delays in the performance of the Work caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely

manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Work in a timely manner.

30. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Contract requiring budgeting and appropriation of funds beyond the fiscal year in which the Contract was signed are subject to annual budgeting and appropriations.

31. GOVERNMENTAL IMMUNITY. Nothing in this Contract shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

32. NEGOTIATED PROVISIONS AND PRIORITY. This Contract shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Contract. In the event of a conflict between the terms of the body of this Contract and the Exhibits attached to this Contract, the terms of the body of this Contract shall control.

33. SEVERABILITY. If any portion of this Contract is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Contract which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Contract a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

34. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract. It is the express intention of the Parties that any person other than Parties receiving Work or benefits under this Contract shall be deemed to be an incidental beneficiary only.

35. OPEN RECORDS. The Parties understand that all material provided or produced under this Contract may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

36. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials

tax free. Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

37. COUNTERPART EXECUTION. This Contract may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

38. TITLES. The titles given to the Articles and Sections of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Aaron Adams
A7C88DD439C4A6...
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:
Milissa Peters Garcia
07A6AF3B02114D7...
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steffl
F44B3963ECD949F...
Carolyn Steffl, Town Attorney

Town's Signature Page to Construction Contract for Timnath Town Center Revisions Project with the Town of Timnath and WCC Construction, LLC, dated September 10, 2024

CONTRACTOR:

WCC CONSTRUCTION, LLC, a Colorado Limited Liability Company

Signed by:

David Bode

BB964478EFD04E2...

Printed Name: David Bode

Title: VP/CM

Contractor's Signature Page to Construction Contract for Timnath Town Center Revisions Project with the Town of Timnath and WCC Construction, LLC, dated September 10, 2024

EXHIBIT A
SCOPE OF WORK

1.1 The Project

The “Project” consists of construction of:

Construction of improvements, including new/relocated doors and walls, painting, HCAV, and electrical in the Timnath Town Center (the “Base Bid”).

Construction to relocate Council Chambers doors with new H.M. Frame in Timnath Town Center (the “Alternate 1”).

Construction shall comply with with the following design plans, unless revised by pursuant to a change order approved by both parties Timnath Town Center Interior Remodel 03/07/2024 architectural drawings (the “Drawings”). The Drawings, the Contract for the Project and all exhibits, including this Exhibit A, are collectively referred to as the “Contract Documents.”

1.2 Property. The Project will be completed on the following property:

Timnath Town Center, 4750 Signal Tree Drive, Timnath, CO 80547 (referred to as the “Property” or the Project “Site”).

1.3 Project Time

The following deadlines shall apply to the Project:

Commencement of Construction Work	Upon Notice to Proceed
Substantial Completion of Project	120 days from Notice to Proceed
Final Acceptance	30 days from Substantial Completion
Warranty	Two years from Substantial Completion

1.4 Project Cost

Work shall be billed on a time and materials basis not to exceed Eighty-Six Thousand Nine Hundred and Eighty-Nine Dollars and Zero Cents (\$86,989.00) (the “Project Cost”).

The cost of the Base Bid shall not exceed \$68,490.00.

The cost of Alternate 1 shall not exceed \$18,499.00.

1.5 Other Project requirements:

- A. Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction Work efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use.

- B. Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project other than safety.

TIMNATH TOWN CENTER

TOWN OF TIMNATH

4750 SIGNAL TREE DRIVE

TIMNATH, COLORADO



Interior Remodel

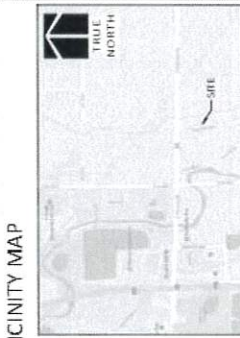
03/07/2024

No. 2232



OWNER REPRESENTATIVE: Town of Timnath 100 EAST MAIN ST. SUITE 101 TIMNATH, CO 80541 PH: 303.727.8627	STRUCTURAL ENGINEER: ALM	Mechanical Engineer: THE HANCOCK GROUP 1000 W. 10TH AVE. SUITE 100 DENVER, CO 80202	ELECTRICAL ENGINEER: AFC INC. 1000 W. 10TH AVE. SUITE 100 DENVER, CO 80202	LANDSCAPE ARCHITECT: ALM	CIVIL ENGINEER: ALM
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DRAWING INDEX	0 TITLE SHEET	MECHANICAL COVER SHEET - GENERAL NOTES AND SHEET INDEX
ARCHITECTURE	60.1 Specifications	MD1.2 SECOND FLOOR DEMOLITION PLAN
61.1 ACCESSIBILITY AND CLEARANCES	61.1 FIRST FLOOR DEMOLITION PLAN	MD1.3 SECOND FLOOR CEILING DEMOLITION PLAN
61.2 SECOND FLOOR DEMOLITION PLAN	61.3 SECOND FLOOR CEILING DEMOLITION PLAN	MD1.1 FIRST FLOOR NEW CONSTRUCTION PLAN
61.3 SECOND FLOOR NEW CONSTRUCTION PLAN	62.1 FIRST FLOOR NEW CONSTRUCTION PLAN	MD2.1 FIRST FLOOR REFLECTING PLAN NEW CONSTRUCTION
62.1 FIRST FLOOR NEW CONSTRUCTION PLAN	62.2 SECOND FLOOR REFLECTING PLAN NEW CONSTRUCTION	MD2.2 SECOND FLOOR REFLECTING PLAN NEW CONSTRUCTION
62.2 SECOND FLOOR REFLECTING PLAN NEW CONSTRUCTION	62.3 DOOR & WINDOW SCHEDULE	MD2.3 DOOR & WINDOW SCHEDULE
62.3 DOOR & WINDOW SCHEDULE	MECHANICAL	ME1.1 HVAC DETAILS & TEMPERATURE CONTROLS
ME1.1 HVAC DETAILS & TEMPERATURE CONTROLS	ME1.2 SECOND FLOOR DEMOLITION PLAN	ME2.1 HVAC SCHEDULES
ME1.2 SECOND FLOOR DEMOLITION PLAN	ME2.1 HVAC SCHEDULES	ME2.2 HVAC SCHEDULES
ME2.1 HVAC SCHEDULES	ELECTRICAL	ED1.2 ELECTRICAL LEGEND, SPECIFICATIONS, DRAWING INDEX
ME2.2 HVAC SCHEDULES	ED1.1 ELECTRICAL - DEMOLITION PLAN	ED1.1 ELECTRICAL - FIRST FLOOR LIGHTING PLAN
ED1.1 ELECTRICAL - DEMOLITION PLAN	ED1.2 ELECTRICAL - SECOND FLOOR LIGHTING PLAN	ED2.1 ELECTRICAL - FIRST FLOOR POWER PLAN
ED1.2 ELECTRICAL - SECOND FLOOR LIGHTING PLAN	ED2.1 ELECTRICAL - FIRST FLOOR POWER PLAN	ED2.2 ELECTRICAL - SECOND FLOOR POWER PLAN
ED2.1 ELECTRICAL - FIRST FLOOR POWER PLAN	ED2.2 ELECTRICAL - SECOND FLOOR POWER PLAN	ED3.1 ELECTRICAL - SCHEDULES & DETAILS
ED2.2 ELECTRICAL - SECOND FLOOR POWER PLAN	ED3.1 ELECTRICAL - SCHEDULES & DETAILS	



BUILDING DATA

OWNER: TOWN OF TIMNATH, 100 EAST MAIN STREET, SUITE 101, TIMNATH, CO 80541
 PROJECT: INTERIOR REMODEL OF TOWN CENTER, 4750 SIGNAL TREE DRIVE, TIMNATH, CO 80541
 ARCHITECT: ALM, 1000 W. 10TH AVE, SUITE 100, DENVER, CO 80202
 MECHANICAL ENGINEER: THE HANCOCK GROUP, 1000 W. 10TH AVE, SUITE 100, DENVER, CO 80202
 ELECTRICAL ENGINEER: AFC INC., 1000 W. 10TH AVE, SUITE 100, DENVER, CO 80202
 LANDSCAPE ARCHITECT: ALM, 1000 W. 10TH AVE, SUITE 100, DENVER, CO 80202
 CIVIL ENGINEER: ALM, 1000 W. 10TH AVE, SUITE 100, DENVER, CO 80202

ARCHITECTURAL SYMBOLS

Property Line	Existing Curbs	Proposed Curbs	Proposed Driveway	Proposed Walkway	Proposed Parking	Proposed Street	Proposed Sidewalk	Proposed Utility	Proposed Sign	Proposed Tree	Proposed Fence	Proposed Wall	Proposed Foundation	Proposed Footing	Proposed Column	Proposed Beam	Proposed Slab	Proposed Stair	Proposed Elevation	Proposed Section	Proposed Detail	Proposed Note
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ABBREVIATIONS

AL	Architectural	ME	Mechanical	EL	Electrical	LA	Landscape Architecture	CE	Civil Engineering
ALM	Architectural	ME1	Mechanical	ED1	Electrical	LA1	Landscape Architecture	CE1	Civil Engineering
ALM	Architectural	ME2	Mechanical	ED2	Electrical	LA2	Landscape Architecture	CE2	Civil Engineering
ALM	Architectural	ME3	Mechanical	ED3	Electrical	LA3	Landscape Architecture	CE3	Civil Engineering
ALM	Architectural	ME4	Mechanical	ED4	Electrical	LA4	Landscape Architecture	CE4	Civil Engineering
ALM	Architectural	ME5	Mechanical	ED5	Electrical	LA5	Landscape Architecture	CE5	Civil Engineering
ALM	Architectural	ME6	Mechanical	ED6	Electrical	LA6	Landscape Architecture	CE6	Civil Engineering
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ALM	Architectural	ME14	Mechanical	ED14	Electrical	LA14	Landscape Architecture	CE14	Civil Engineering
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ALM	Architectural	ME16	Mechanical	ED16	Electrical	LA16	Landscape Architecture	CE16	Civil Engineering
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ALM	Architectural	ME24	Mechanical	ED24	Electrical	LA24	Landscape Architecture	CE24	Civil Engineering
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ALM	Architectural	ME26	Mechanical	ED26	Electrical	LA26	Landscape Architecture	CE26	Civil Engineering
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ALM	Architectural	ME30	Mechanical	ED30	Electrical	LA30	Landscape Architecture	CE30	Civil Engineering

NOTE: All details are used for indication purposes for corresponding 20 plans, sections, and elevations, and should not be solely used for construction purposes without referencing all 20 details.

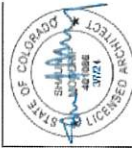


ALMA ARCHITECTS & INTERIORS
1000 14TH AVENUE
DENVER, CO 80202
303.733.1100

TIMNATH TOWN CENTER

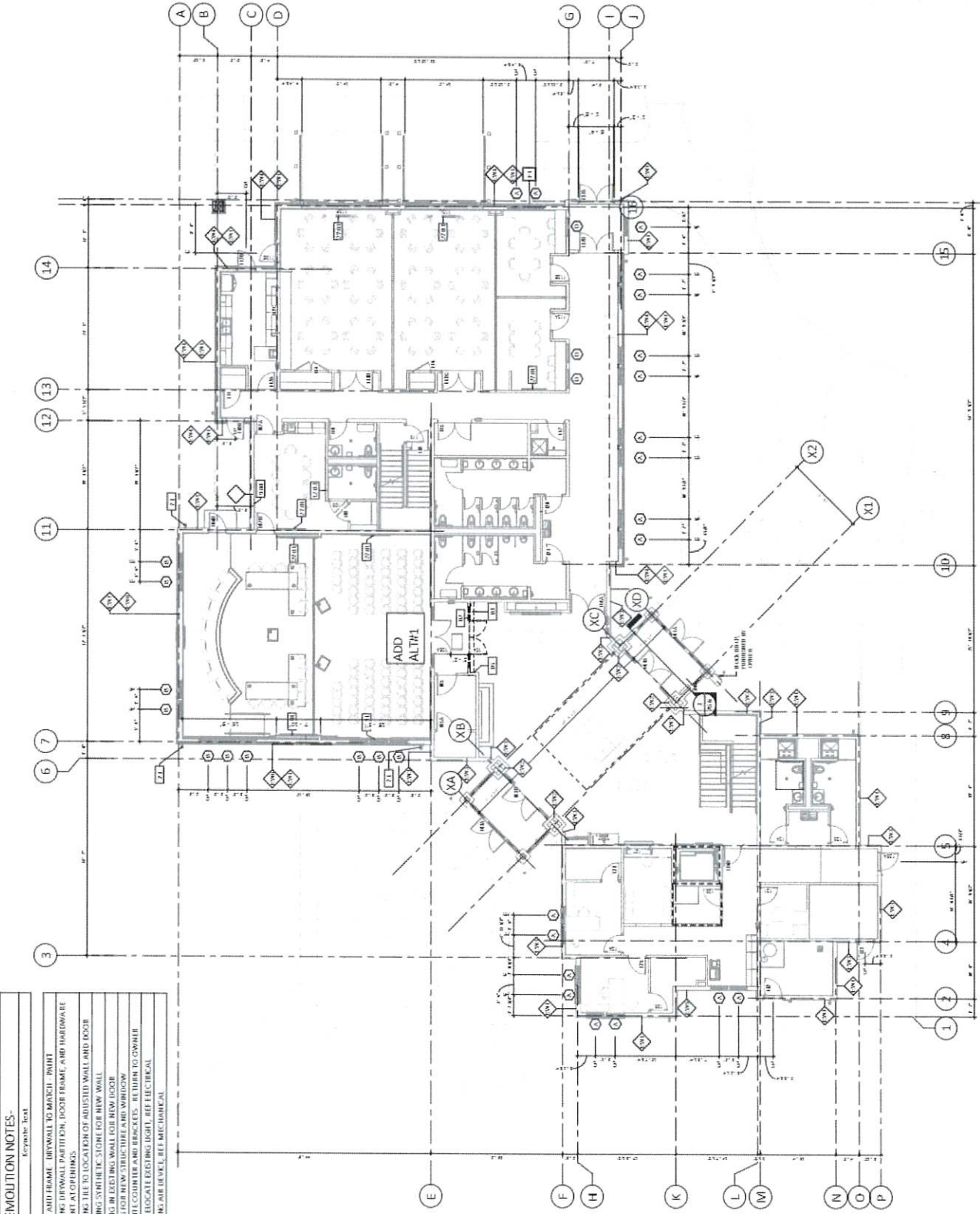
4750 SIGNAL TREE DRIVE

1



PROJECT: 4750 SIGNAL TREE DRIVE
DATE: 08/20/24
DRAWN: [Signature]
FIRST FLOOR DEMOLITION PLAN

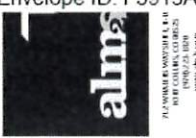
D1.1



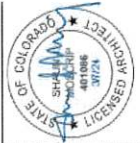
-DEMOLITION NOTES-
Exempted text

Key Number	Description
D1	REMOVE DOOR AND FRAME. DRYWALL TO MATCH. PAINT.
D2	REMOVE EXISTING DRYWALL PARTITION, DOOR FRAME, AND HARDWARE PATCH AND PAINT AT OPENINGS.
D3	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.
D4	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.
D5	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.
D6	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.
D7	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.
D8	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.
D9	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.
D10	REMOVE EXISTING TILE TO LOCATION OF ADJUSTED WALL AND DOOR.

FIRST FLOOR PLAN

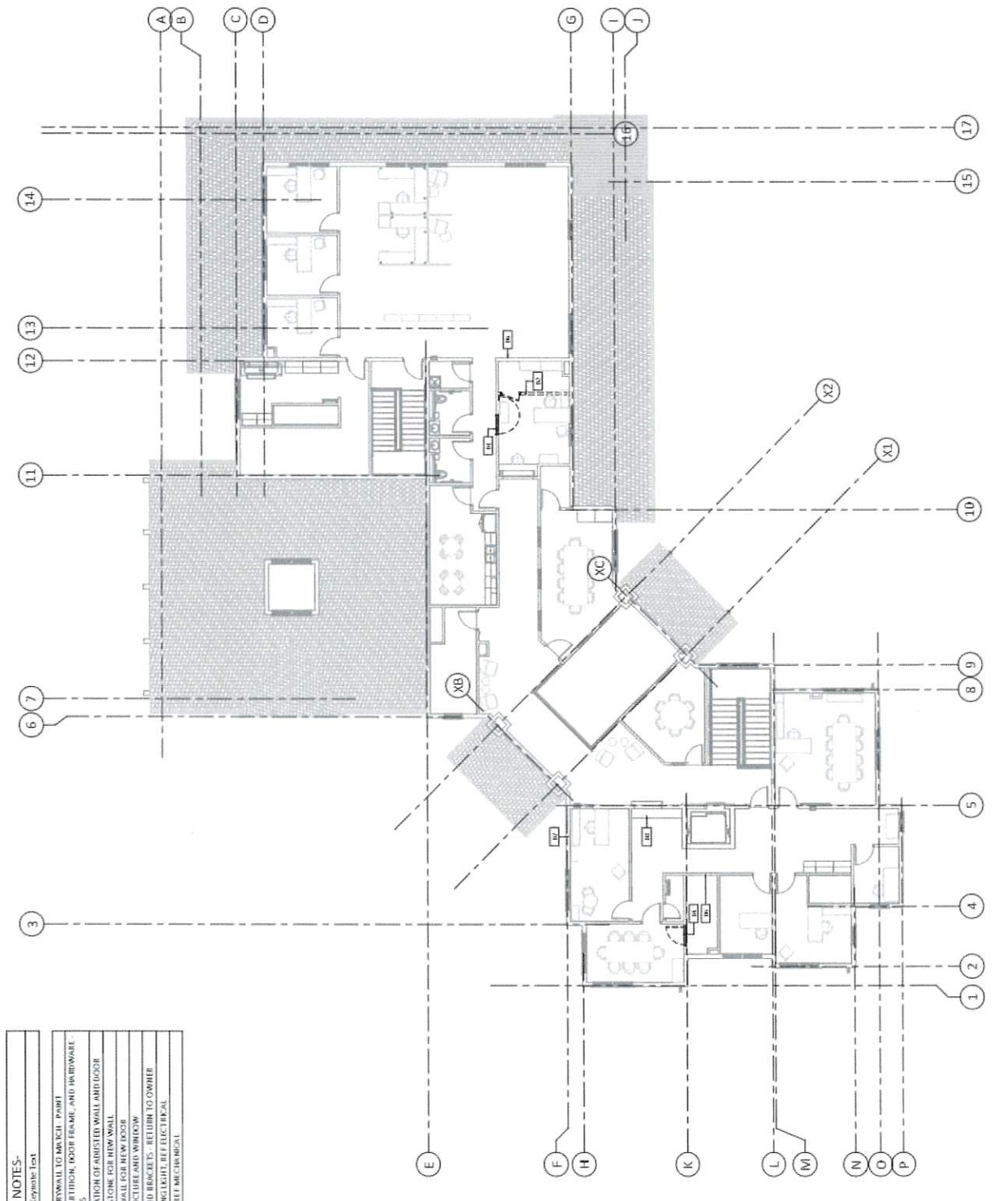


TIMNATH TOWN CENTER
TOWN OF TIMNATH
4750 SIGNAL TREE DRIVE



PROJECT NO. 2720
DATE: 08/17/24
DRAWN BY: JWA
SECOND FLOOR
DEMOLITION PLAN

D1.2



DEMOLITION NOTES:

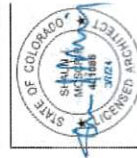
Key Value	Keynote Text
D1	REMOVE EXISTING AIRFRAME. RETURN TO MATCH POINT
D2	REMOVE EXISTING INTERIOR PARTITION, DOOR FRAME, AND HARDWARE. PATCH AND PAINT AS APPLICABLE.
D3	REMOVE EXISTING THE TO LOCATION OF ADJUSTED WALL AND DOOR.
D4	SAW CUT EXISTING STRUCTURE FOR NEW WALL.
D5	CREATE OPENING IN EXISTING WALL FOR NEW DOOR.
D6	REMOVE EXISTING CURB AND BENCHES. RETURN TO OWNER.
D7	REMOVE EXISTING AIR DEVICE. RET. MECHANICAL.
D8	REMOVE EXISTING AIR DEVICE. RET. MECHANICAL.

SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



717 PARKER BLVD SUITE 100
DENVER, CO 80202
303.733.1100
WWW.ALMADENVER.COM

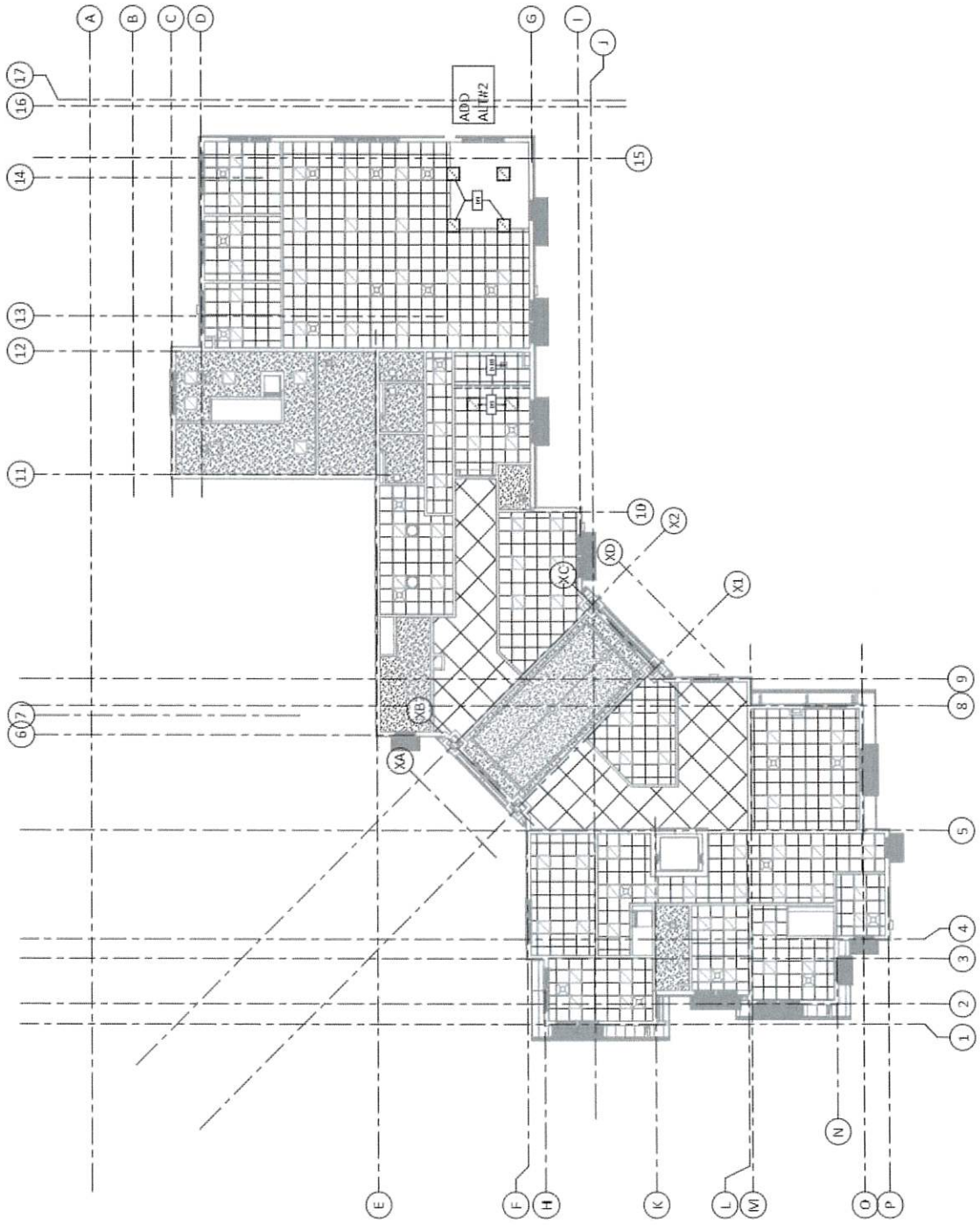
TOWN OF TIMNATH
4750 SIGNAL TREE DRIVE
TIMNATH TOWN CENTER



PROJECT: No. 2732
DATE: 08/20/14
DRAWN: NMM

SECOND FLOOR
SECOND FLOOR CEILING
DEPENDENT PLAN

D1.3



1 SECOND FLOOR REFLECTED CEILING PLAN
DATE: 08/20/14

DATE:	08/20/14
BY:	NMM
CHECKED BY:	SHAM SUKUMAR
PROJECT:	TOWN OF TIMNATH TOWN CENTER
DATE:	08/20/14
BY:	NMM
CHECKED BY:	SHAM SUKUMAR



10 NORTH BROADWAY, SUITE 100
DENVER, COLORADO 80202
303.733.1000
WWW.ALMA.EDU

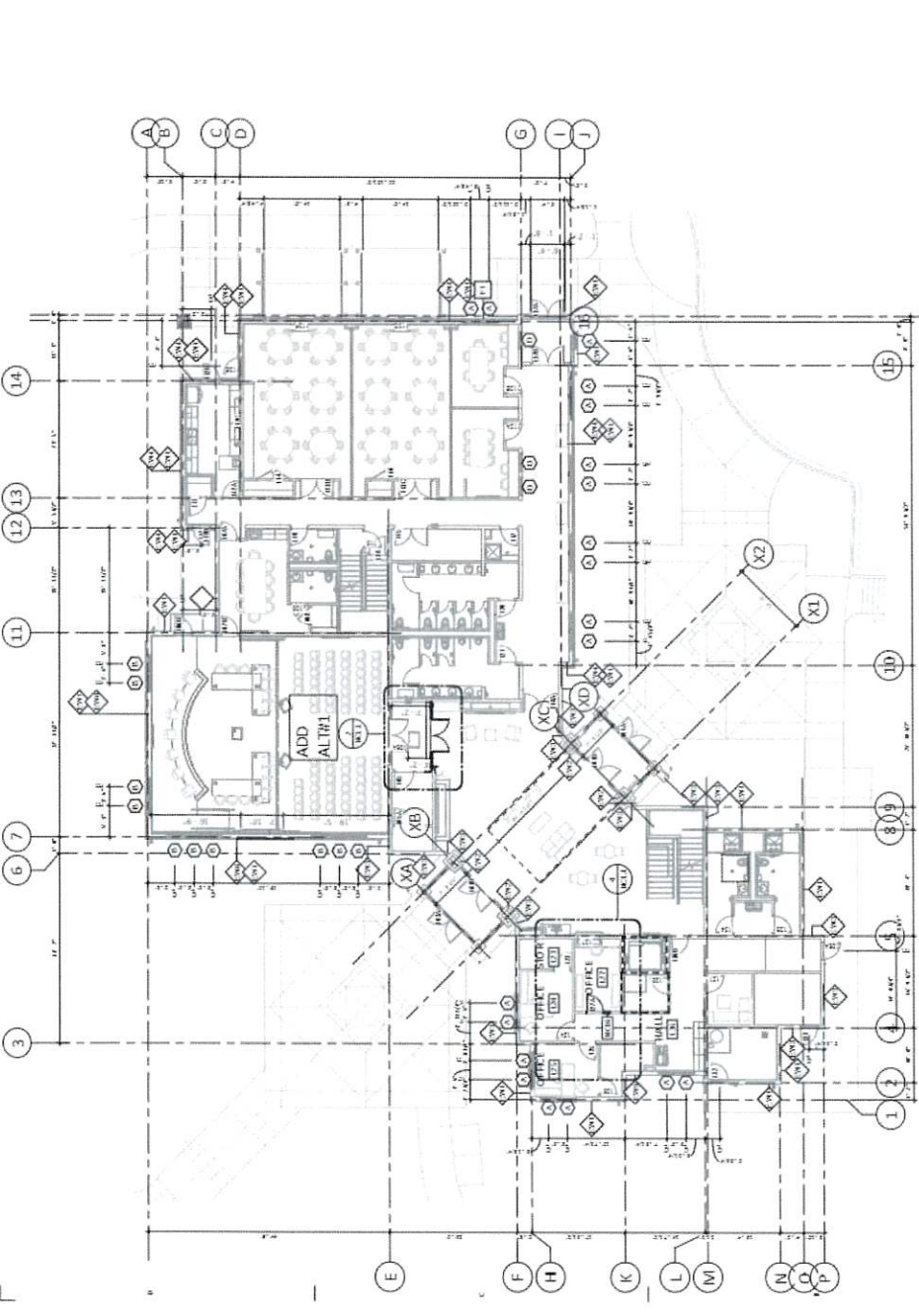
TIMNATH TOWN CENTER
TOWN OF TIMNATH
4750 SIGNAL TREE DRIVE



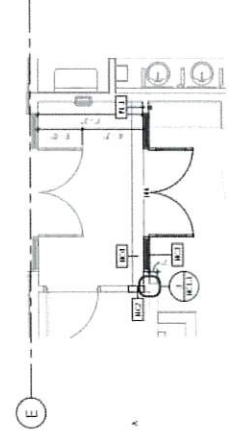
PROJECT NO. 2322
DATE 08/09/2018
DRAWN BY J. HARRIS
FIRST FLOOR NEW
CO INSTRUCTION PLAN

NC1.1

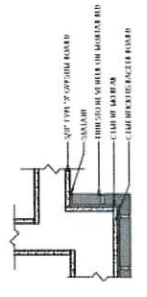
CONSTRUCTION NOTES	
NO.	DESCRIPTION
1	SEE ALL NOTES ON THIS PLAN AND ALL OTHER VESTIBULE DETAILS.
2	SEE ALL NOTES ON THIS PLAN AND ALL OTHER VESTIBULE DETAILS.
3	SEE ALL NOTES ON THIS PLAN AND ALL OTHER VESTIBULE DETAILS.
4	SEE ALL NOTES ON THIS PLAN AND ALL OTHER VESTIBULE DETAILS.
5	SEE ALL NOTES ON THIS PLAN AND ALL OTHER VESTIBULE DETAILS.
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16	SEE ALL NOTES ON THIS PLAN AND ALL OTHER VESTIBULE DETAILS.
17	SEE ALL NOTES ON THIS PLAN AND ALL OTHER VESTIBULE DETAILS.



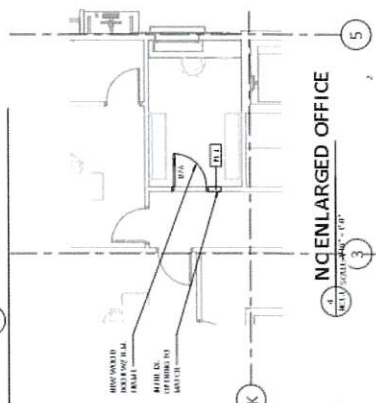
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



01 - ENLARGED VESTIBULE PLAN
SCALE: 1/4" = 1'-0"



PLAN DETAIL - STONE VENEER AT GYP BD
SCALE: 1/2" = 1'-0"



NC ENLARGED OFFICE
SCALE: 1/4" = 1'-0"



© March 2018



ALMA ENVIRONMENTAL
1400 GARDEN GROVE BLVD
DENVER, COLORADO
80202-1643

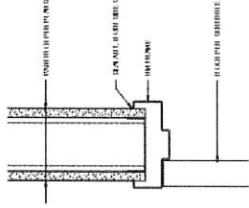
TOWN OF TIMNATH
4750 SIGNAL TREE DRIVE
TIMNATH TOWN CENTER



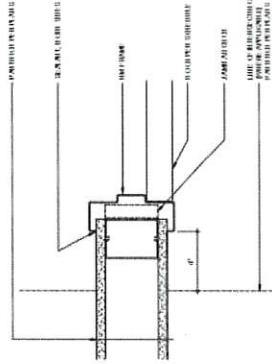
PROJECT NO. 230
REVISED DATE
DATE
DRAWN
CHECKED
SECOND-ORDER REVIEW
CO-INTEGRATED PLAN

NC1.2

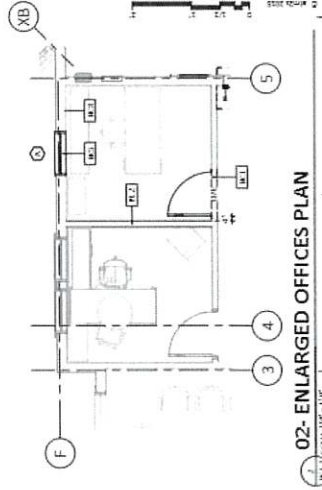
REVISION	CONTRACTOR NOTES
01.1	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE EAST SIDE OF THE BUILDING.
01.2	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE WEST SIDE OF THE BUILDING.
01.3	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE SOUTH SIDE OF THE BUILDING.
01.4	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE NORTH SIDE OF THE BUILDING.
01.5	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE EAST SIDE OF THE BUILDING.
01.6	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE WEST SIDE OF THE BUILDING.
01.7	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE SOUTH SIDE OF THE BUILDING.
01.8	REVISED PER ARCHITECT COMMENTS TO ADD STAIRS TO THE NORTH SIDE OF THE BUILDING.



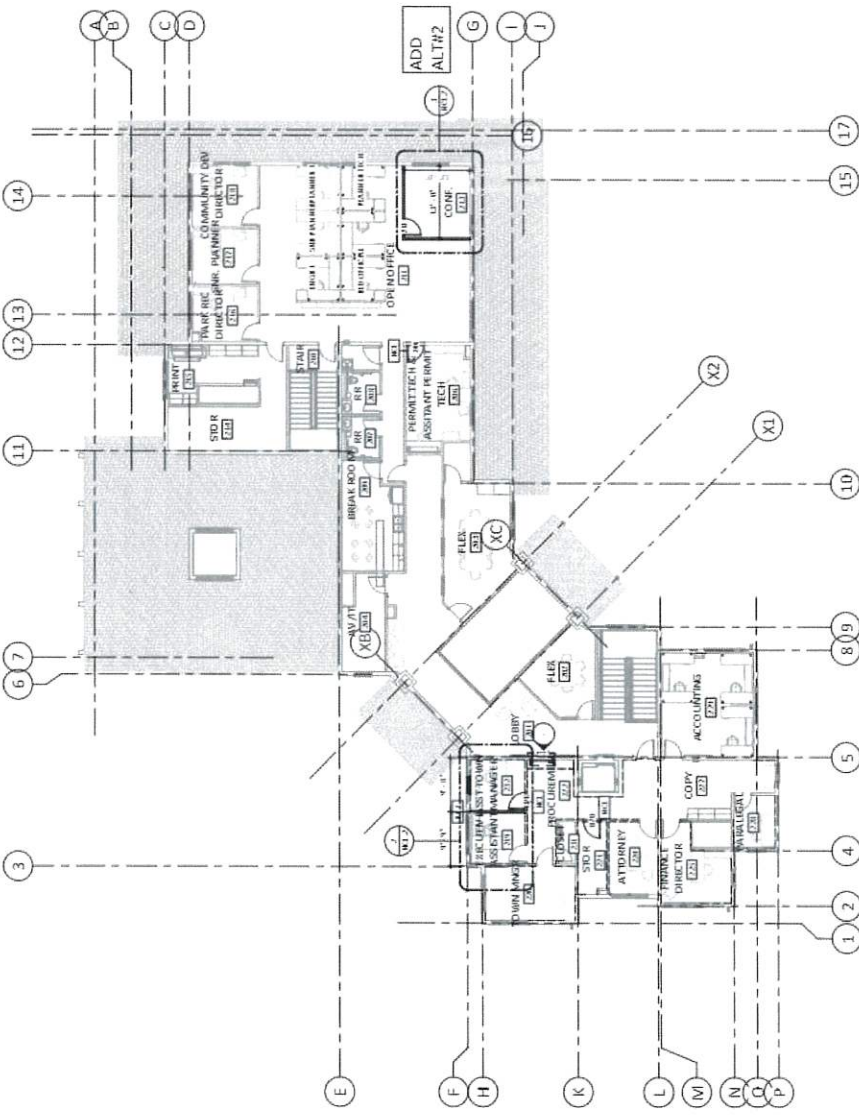
SECTION DETAIL - TYPICAL DOOR HEAD



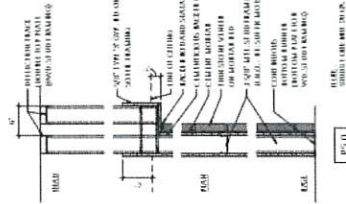
PLAN DETAIL - TYPICAL DOOR JAMB



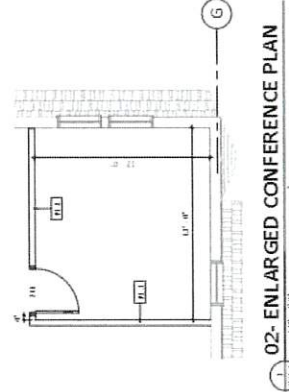
02- ENLARGED OFFICES PLAN



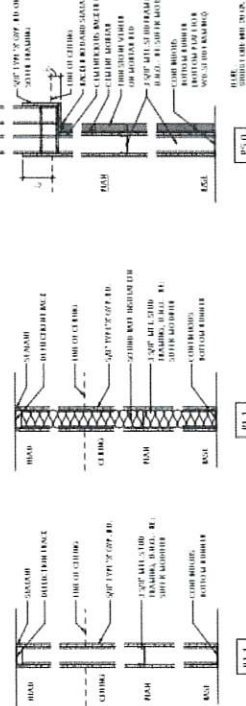
SECOND FLOOR PLAN



SECTION DETAIL - TYPICAL CONFERENCE ROOM PARTITION



02- ENLARGED CONFERENCE PLAN



NC Partition Types



7700 WEST 10TH AVENUE
SUITE 100
DENVER, CO 80202
303.733.8300
WWW.ALM.CO

TIMNATH TOWN CENTER
TOWN OF TIMNATH
4750 SIGNAL TREE DRIVE



PROJECT: TIMNATH
SHEET: NC3.1
DATE: 11/20/18
FIRST HOOR REFLECTED
CEILING PLAN NEW
CONSTRUCTION

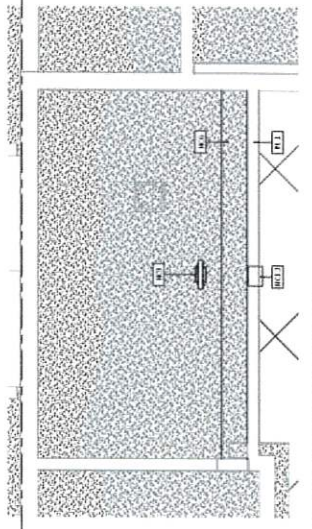
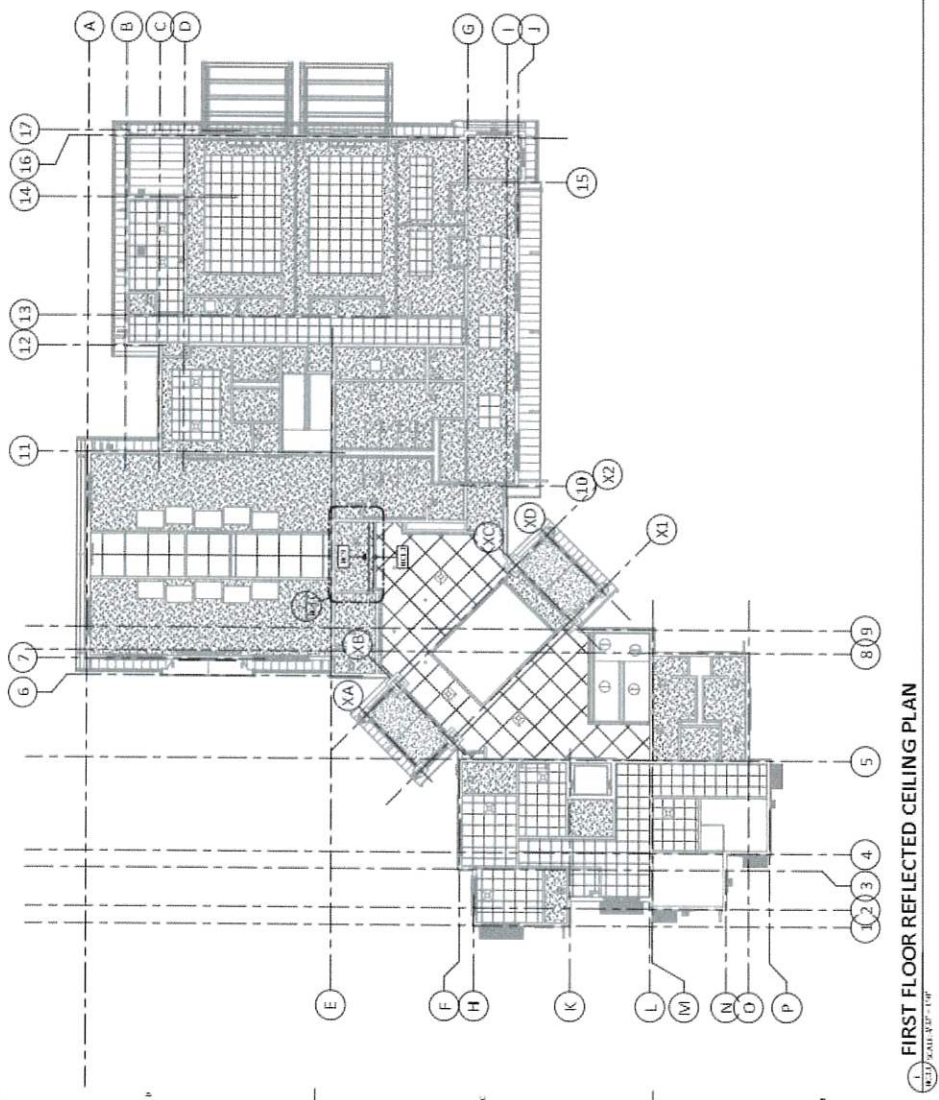
NC3.1



- CEILING LEGEND**
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- CEILING FINISH LEGEND**
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By/Date	Comments
ALM	PLANNING CONSULTING CENTER TO PROVIDE FINAL PROJECT ARCHITECTURAL DRAWINGS
ALM	REVISIONS TO CEILING FINISH LEGEND TO MATCH EXISTING
ALM	REVISIONS TO CEILING FINISH LEGEND TO MATCH EXISTING
ALM	REVISIONS TO CEILING FINISH LEGEND TO MATCH EXISTING
ALM	REVISIONS TO CEILING FINISH LEGEND TO MATCH EXISTING
ALM	REVISIONS TO CEILING FINISH LEGEND TO MATCH EXISTING
ALM	REVISIONS TO CEILING FINISH LEGEND TO MATCH EXISTING





72 NORTH KENNEDY BLVD
 FORT COLLINS, COLORADO
 970.226.2000
 WWW.ALM.CO

TIMNATH TOWN CENTER
 TOWN OF TIMNATH
 4750 SIGNAL TREE DRIVE



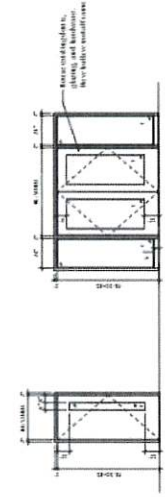
PROJECT NO. 222
 SHEET NO. 101
DOORS & WINDOWS SCHEDULE

NC.9.1

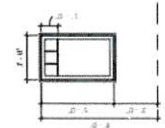
NC. DOOR SCHEDULE

NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	

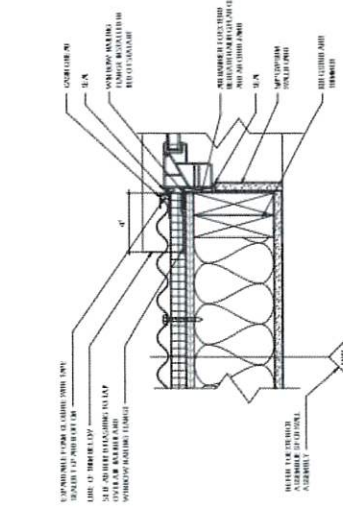
- GENERAL NOTES:**
1. VERIFYING CORNER FRAMING FOR ALL WINDOWS
 2. ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE
- FINISHES:**
- WALLS: 1/2" GYPSUM BOARD OVER STUDS
 CEILING: 5/8" GYPSUM BOARD OVER JOISTS
 FLOOR: 3/4" GYPSUM BOARD OVER SUBFLOOR



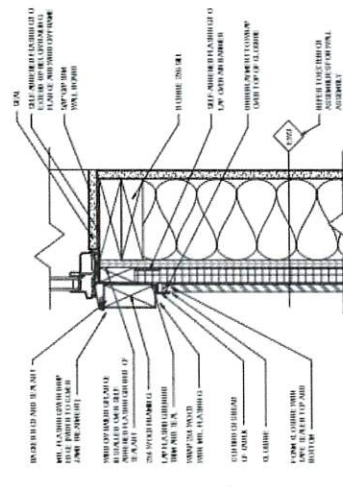
NC DOOR TYPES
 SCALE: 1/8" = 1'-0"



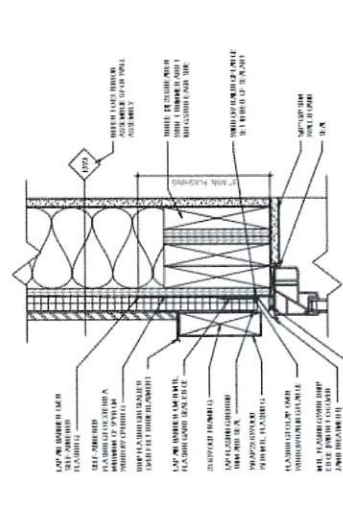
NC WINDOW TYPES
 SCALE: 1/8" = 1'-0"



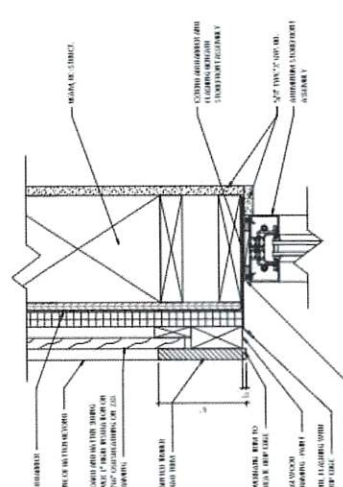
SECTION DETAIL - WINDOW JAMB AT CORRUGATED METAL
 SCALE: 1/8" = 1'-0"



SECTION DETAIL - WINDOW SILL AT CORRUGATED METAL
 SCALE: 1/8" = 1'-0"



SECTION DETAIL - WINDOW HEAD AT CORRUGATED METAL
 SCALE: 1/8" = 1'-0"



SECTION DETAIL - SF HEAD @ VESTIBULE
 SCALE: 1/8" = 1'-0"



711 PARKWAY DRIVE, #100
NEW HAVEN, CT 06512
TEL: 203.338.1000
WWW.ALM.COM

TIMNATH TOWN CENTER TOWN OF TIMNATH 4750 SIGNAL TREE DRIVE



The National Group, Inc.
1000 North 17th Street, Suite 100
P.O. Box 1000
New York, NY 10001
Tel: (212) 692-1000
Fax: (212) 692-1001

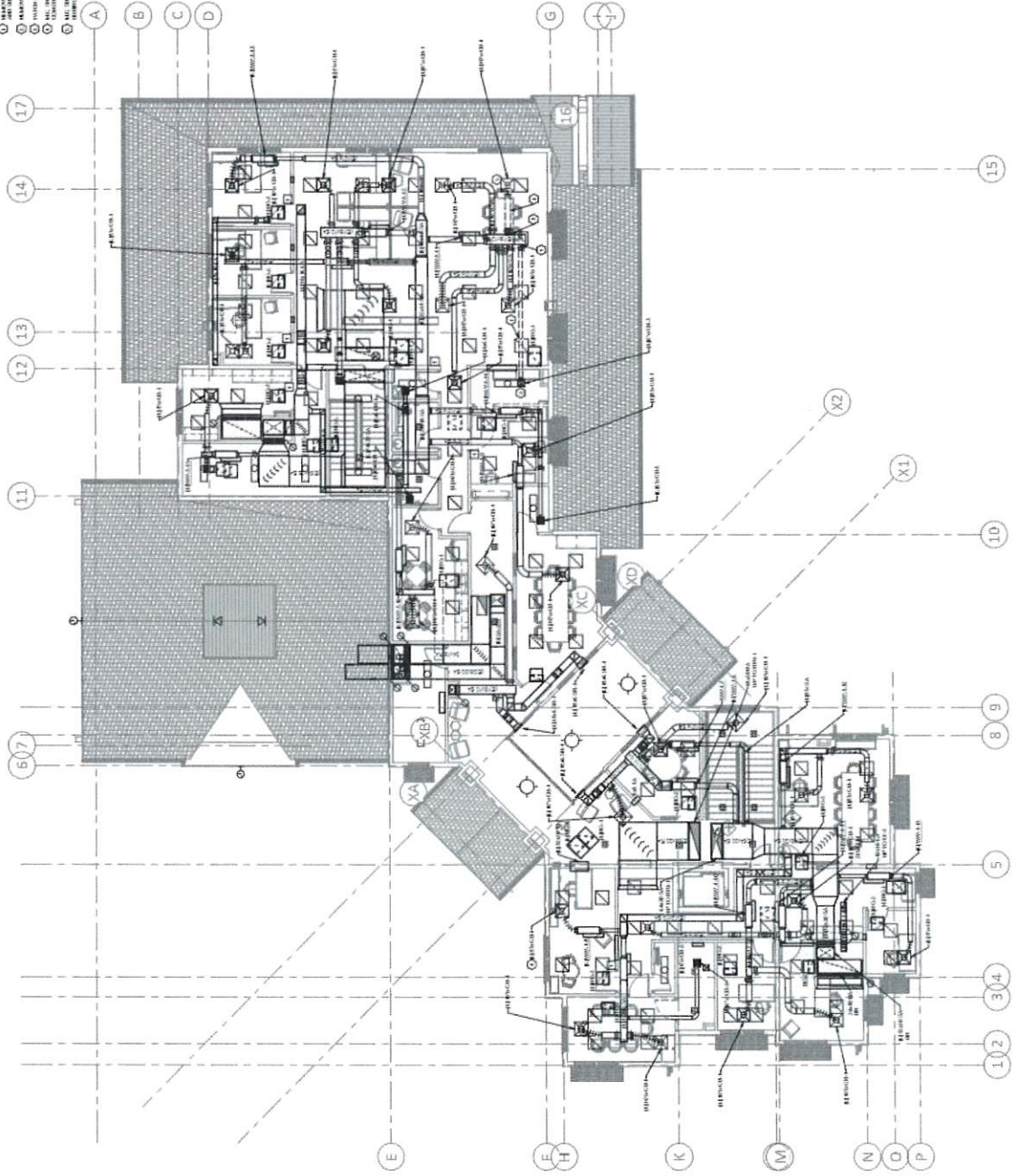
NO.	DATE
001	02/17/2017
002	07/26/2017
003	11/16/2017

PROJECT: 4750 SIGNAL TREE DRIVE
SHEET: 111
REVISION: 111
DATE: 11/16/2017
DRAWN BY: J. WATSON
CHECKED BY: M. WATSON
SCALE: AS SHOWN

MD1.2



- HVAC DEMOLITION KEYNOTES**
- 1. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 2. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 3. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 4. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 5. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
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 - 12. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 13. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 14. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 15. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 16. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
 - 17. DEMOLISH ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.



SECOND FLOOR HVAC DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



7700 HUNTERS CREEK, SUITE 100
 WINTER SPRING, OR 97143
 503-272-8188
 www.alms.com

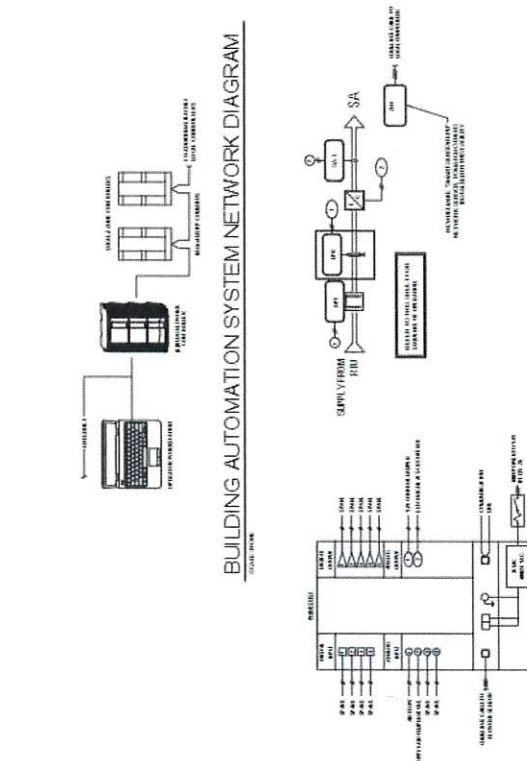
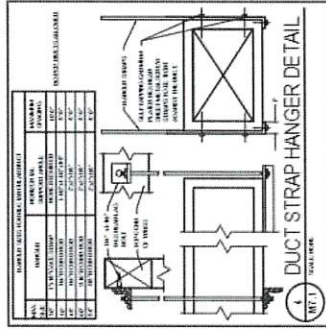
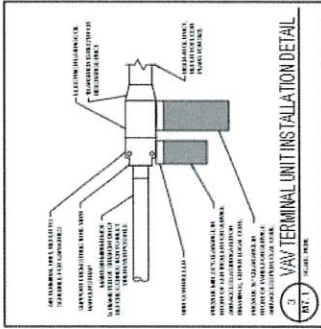
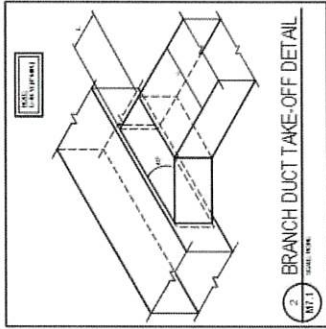
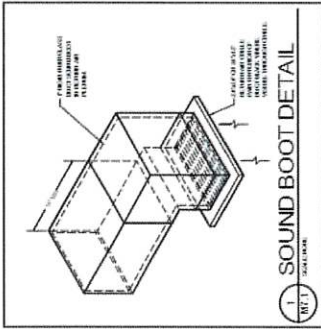
TIMNATH TOWN CENTER
 TOWN OF TIMNATH
 4750 SIGNAL TREE DRIVE



David L. Smith, Inc.
 Mechanical Engineering & Surveying
 1000 NE Oregon Street, Suite 100
 Portland, Oregon 97232
 503-255-1111

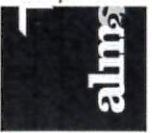
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/11/2017
2	REVISED	08/11/2017
3	REVISED	08/11/2017

M7.1



ELECTRIC VAV TERMINAL CONTROL DIAGRAM
 SCALE: 1/8" = 1'-0"

- HVAC SEQUENCE OF OPERATION:**
- When the thermostat calls for cooling, the cooling coil is energized and the fan is energized. The fan is energized for a minimum of 30 seconds before the cooling coil is energized.
 - When the thermostat calls for heating, the heating coil is energized and the fan is energized. The fan is energized for a minimum of 30 seconds before the heating coil is energized.
 - When the thermostat calls for fan only, the fan is energized.
 - When the thermostat calls for off, the fan and coils are de-energized.
 - When the thermostat calls for on, the fan and coils are energized.
 - When the thermostat calls for auto, the fan and coils are energized based on the thermostat's setpoint.
 - When the thermostat calls for manual, the fan and coils are energized based on the thermostat's manual override.
 - When the thermostat calls for lockout, the fan and coils are de-energized.
 - When the thermostat calls for reset, the fan and coils are energized based on the thermostat's reset point.
 - When the thermostat calls for alarm, the fan and coils are de-energized.
 - When the thermostat calls for test, the fan and coils are energized based on the thermostat's test point.
 - When the thermostat calls for stop, the fan and coils are de-energized.
 - When the thermostat calls for start, the fan and coils are energized based on the thermostat's start point.
 - When the thermostat calls for hold, the fan and coils are energized based on the thermostat's hold point.
 - When the thermostat calls for release, the fan and coils are de-energized.
 - When the thermostat calls for clear, the fan and coils are de-energized.
 - When the thermostat calls for cancel, the fan and coils are de-energized.
 - When the thermostat calls for abort, the fan and coils are de-energized.
 - When the thermostat calls for exit, the fan and coils are de-energized.
 - When the thermostat calls for return, the fan and coils are de-energized.
 - When the thermostat calls for help, the fan and coils are de-energized.
 - When the thermostat calls for info, the fan and coils are de-energized.
 - When the thermostat calls for menu, the fan and coils are de-energized.
 - When the thermostat calls for next, the fan and coils are de-energized.
 - When the thermostat calls for previous, the fan and coils are de-energized.
 - When the thermostat calls for search, the fan and coils are de-energized.
 - When the thermostat calls for settings, the fan and coils are de-energized.
 - When the thermostat calls for status, the fan and coils are de-energized.
 - When the thermostat calls for system, the fan and coils are de-energized.
 - When the thermostat calls for time, the fan and coils are de-energized.
 - When the thermostat calls for units, the fan and coils are de-energized.
 - When the thermostat calls for version, the fan and coils are de-energized.
 - When the thermostat calls for help, the fan and coils are de-energized.
 - When the thermostat calls for info, the fan and coils are de-energized.
 - When the thermostat calls for menu, the fan and coils are de-energized.
 - When the thermostat calls for next, the fan and coils are de-energized.
 - When the thermostat calls for previous, the fan and coils are de-energized.
 - When the thermostat calls for search, the fan and coils are de-energized.
 - When the thermostat calls for settings, the fan and coils are de-energized.
 - When the thermostat calls for status, the fan and coils are de-energized.
 - When the thermostat calls for system, the fan and coils are de-energized.
 - When the thermostat calls for time, the fan and coils are de-energized.
 - When the thermostat calls for units, the fan and coils are de-energized.
 - When the thermostat calls for version, the fan and coils are de-energized.



15000 UNIVERSITY AVENUE
 SUITE 1000, DALLAS, TX 75243
 (972) 242-1000
 www.alm.com

TOWN OF TIMNATH
 4750 SIGNAL TREE DRIVE
 TIMNATH TOWN CENTER



The McGraw-Hill Companies, Inc.
 Mechanical Contractors & Equipment
 1221 Avenue of the Americas
 New York, NY 10020-1095
 (212) 512-2000
 Fax: (212) 512-2100

DATE	ISSUE	DATE
PROJECT	NO.	DATE
DRAWN	BY	DATE
HVAC SCHEDULES		

M9.1

VARIABLE AIR VOLUME TERMINAL SCHEDULE (ELECTRIC COIL)

TAG	MANUFACTURER & MODEL NO.	THERMOSTAT LOCATION	AR C O O L I N G		HEATING CFM	INLET S.P. (IN. WC)	HV	SEALING	V O L T A G E	R E A	M C P	EQ	LAT	O U T L E T S (IN)				VIEW	REMARKS
			COOLING (Tons)	COOLING (MM)										L	W	H	INLET DIA		
HP200 1A	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1B	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1C	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1D	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1E	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1F	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1G	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1H	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1I	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1J	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1K	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1L	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1M	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1N	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1O	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
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HP200 1R	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1S	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1T	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1U	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1V	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1W	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
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HP200 1Y	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	
HP200 1Z	BRUNNEN	101 CORP	6.5	42	22	4.5	14	ROSL 1	240	2	3	15	31.8	14"	6"	17"	ESTERH	NOTE 1	

GRILLES, REGISTERS & DIFFUSERS SCHEDULE

PLUM CODE	MANUFACTURER & MODEL NO.	TYPES SERVICE	NECK SIZE	FACE SIZE	VOLUME DAMPER (CFM)	AMOUNT	TYPE	FINISH	REMARKS
REG 1	REG 101	SUPPLY	30X30"	30X30"	NO	SHELL	LA-VN	~100	NOTE 1
REG 2	REG 102	RET. EXHAUST	30X30"	30X30"	NO	SHELL	LA-VN	~100	NOTE 1
REG 3	REG 103	RET. EXHAUST	30X30"	30X30"	NO	SHELL	LA-VN	~100	NOTE 1

NOTE: 1. SHOWN EXHAUST UNIT IS SUPPLY OR EXHAUST.

1. WORK WITH VENDOR TO VERIFY COORDINATES
 2. COORDINATE WITH ARCHITECT FOR LOCATION ONLY
 3. EXISTING UNIT MUST BE REPLACED WITH NEW
 4. WORK WITH ARCHITECT FOR LOCATION ONLY

1" = 10'-0"

12/24/2011



TIMNATH TOWN CENTER
TOWN OF TIMNATH
4750 SIGNAL TREE DRIVE
TIMNATH, COLORADO



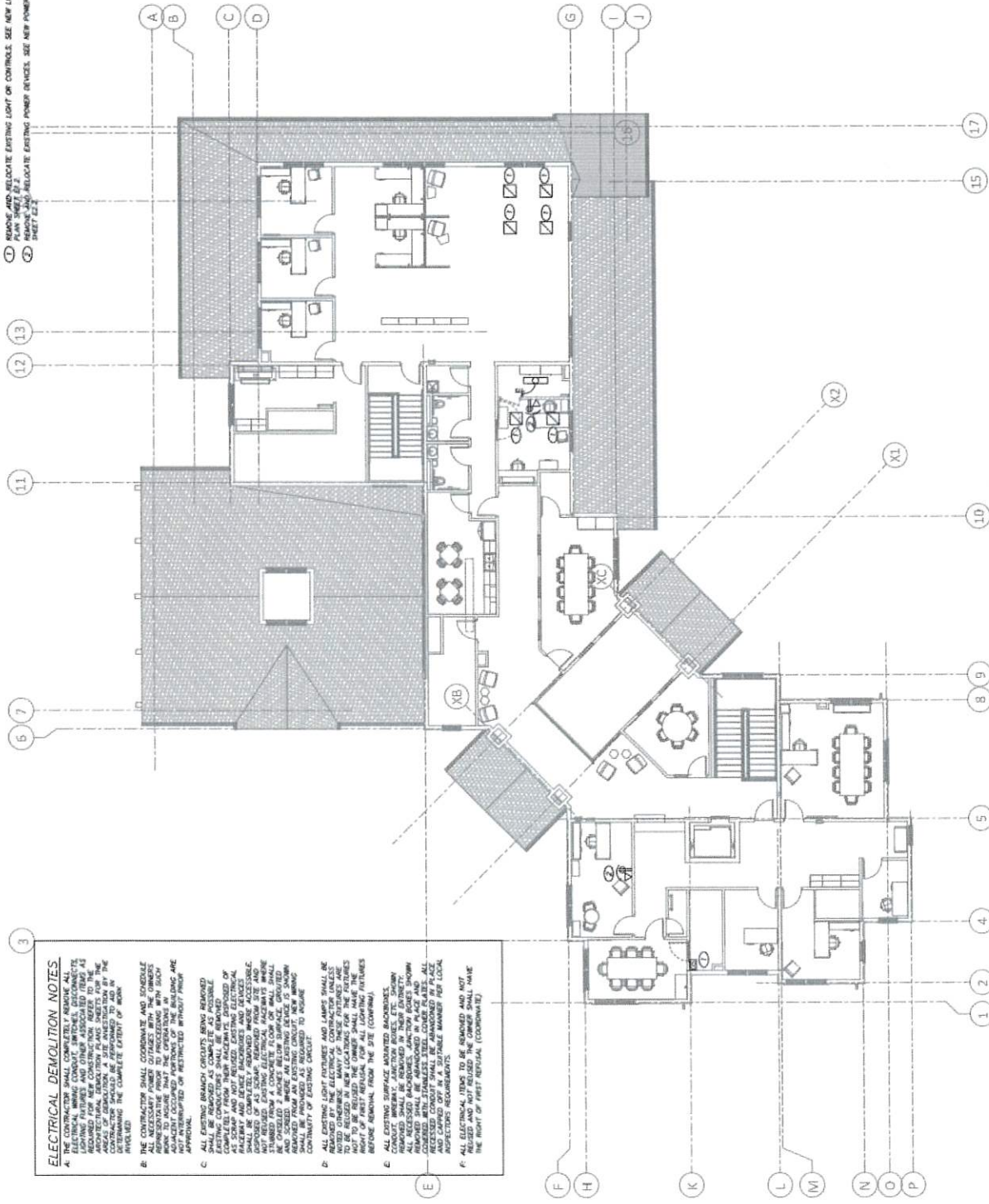
APS, INC.
ELECTRICAL ENGINEERS
APRINC BEZ

PROJECT: 20240127
DATE: 07/11/24
SHEET: 118

ELECTRICAL SECOND FLOOR
DEMOLITION PLAN

ED1.2

REFERENCE NOTES (THIS SHEET ONLY)
① REMOVE AND RELOCATE EXISTING LIGHT OR CONTROLS. SEE NEW LIGHTING PLAN SHEET E1.2.
② REMOVE AND RELOCATE EXISTING POWER SERVICES. SEE NEW POWER PLAN SHEET E2.2.



ELECTRICAL DEMOLITION NOTES
1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING ELECTRICAL WORK AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND EQUIPMENT THAT ARE NOT TO BE DEMOLISHED.
2. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL NECESSARY POWER OUTAGES WITH THE OWNER AND THE LOCAL UTILITY COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY COMPANY OF THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND EQUIPMENT THAT ARE TO BE DEMOLISHED.
3. ALL EXISTING BRANCH CIRCUITS SHALL BE REMOVED AND THE ELECTRICAL PANELS SHALL BE DEMOLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND EQUIPMENT THAT ARE NOT TO BE DEMOLISHED.
4. ALL EXISTING LIGHT FIXTURES AND LAMPS SHALL BE REMOVED AND THE ELECTRICAL PANELS SHALL BE DEMOLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND EQUIPMENT THAT ARE NOT TO BE DEMOLISHED.
5. ALL EXISTING BRANCH CIRCUITS SHALL BE REMOVED AND THE ELECTRICAL PANELS SHALL BE DEMOLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND EQUIPMENT THAT ARE NOT TO BE DEMOLISHED.
6. ALL EXISTING LIGHT FIXTURES AND LAMPS SHALL BE REMOVED AND THE ELECTRICAL PANELS SHALL BE DEMOLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND EQUIPMENT THAT ARE NOT TO BE DEMOLISHED.

ELECTRICAL 2nd FLOOR DEMOLITION PLAN
SCALE 1/8" = 1'-0"

GENERAL NOTES AND INSTRUCTIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF APS, INC. ANY REVISIONS TO THIS PLAN SHALL BE MADE BY A SEPARATE SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND EQUIPMENT THAT ARE NOT TO BE DEMOLISHED.



7070 W. NORTH AVENUE, SUITE 1100
DENVER, COLORADO 80231
WWW.APSINC.COM

TIMNATH TOWN CENTER
TOWN OF TIMNATH
4750 SIGNAL TREE DRIVE
TIMNATH, COLORADO



APS, INC.
ELECTRICAL ENGINEERS
APS INC. BEZ

PROJECT: 17-0000000000000000
DATE: 08/20/2018
DRAWN: JMM, JMM

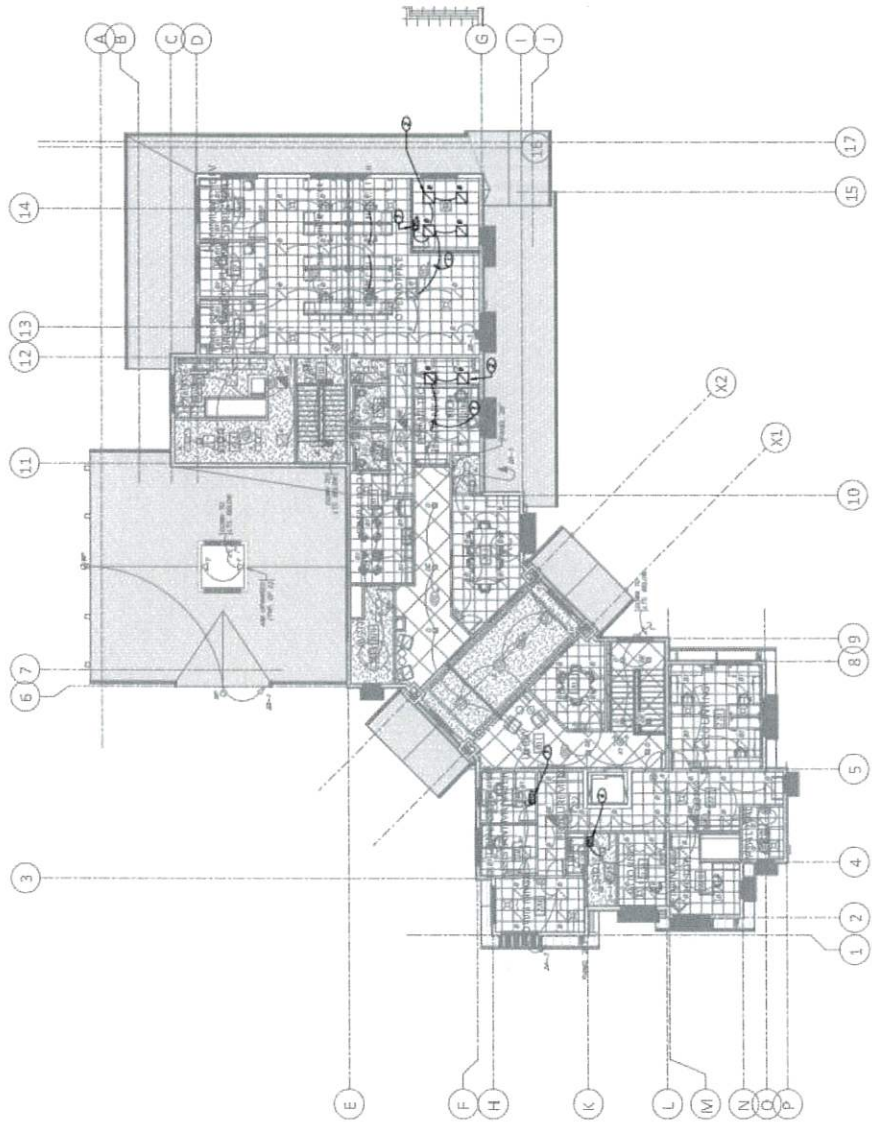
ELECTRICAL SECOND FLOOR LIGHTING PLAN

E1.2

REFERENCE NOTES (THIS SHEET ONLY)

- 1. CONNECT TO EXISTING LIGHTING CIRCUIT SERVING THIS AREA.
- 2. EXISTING RELOCATED LIGHT FIXTURES. SEE DEMOLITION PLAN.
- 3. PROVIDE NEW LIGHT CONTROL UNIT FOR EXISTING OR RE-LOCATED LIGHTING.
- 4. RE-INSTALL EXISTING LIGHT CONTROL UNIT TO NEW LOCATION INDICATED. SEE DEMOLITION PLAN.

GENERAL NOTES	
1	EXISTING LIGHTING CIRCUIT SHALL BE IDENTIFIED BY THE CONTRACTOR.
2	EXISTING RELOCATED LIGHT FIXTURES SHALL BE IDENTIFIED BY THE CONTRACTOR.
3	EXISTING LIGHT CONTROL UNITS SHALL BE IDENTIFIED BY THE CONTRACTOR.
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ELECTRICAL SECOND FLOOR LIGHTING PLAN
SCALE: 3/32" = 1'-0"

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TIMNATH, COLORADO

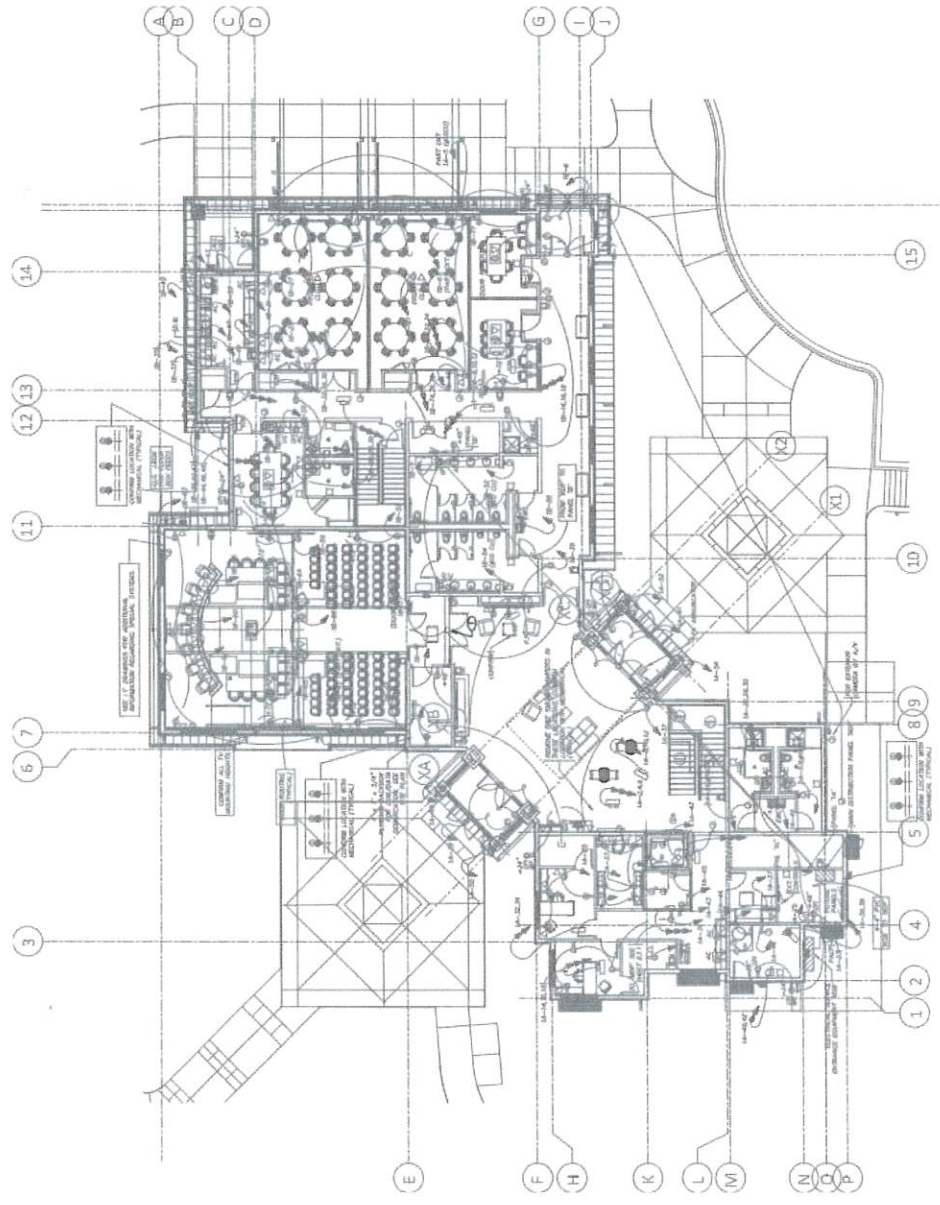


APS, INC.
ELECTRICAL ENGINEERS
APRIL 19, 2012

PROJECT: TIMNATH TOWN CENTER
DATE: APRIL 19, 2012
DRAWN BY: [Signature]
ELECTRICAL FIRST FLOOR POWER PLAN

E2.1

REFERENCE NOTES (THIS SHEET ONLY)
① REMOVE AND RE-INSTALL ELECTRICAL CONNECTION TO DOOR POWER AS REQUIRED FOR RELOCATION OF EXISTING ENTRY DOORS.



ELECTRICAL FIRST FLOOR POWER PLAN
SCALE: 3/32" = 1'-0"

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 BOULDER, COLORADO 80501
 WWW.ALMS.COM

TIMNATH TOWN CENTER
 TOWN OF TIMNATH
 4750 SIGNAL TREE DRIVE
 TIMNATH, COLORADO

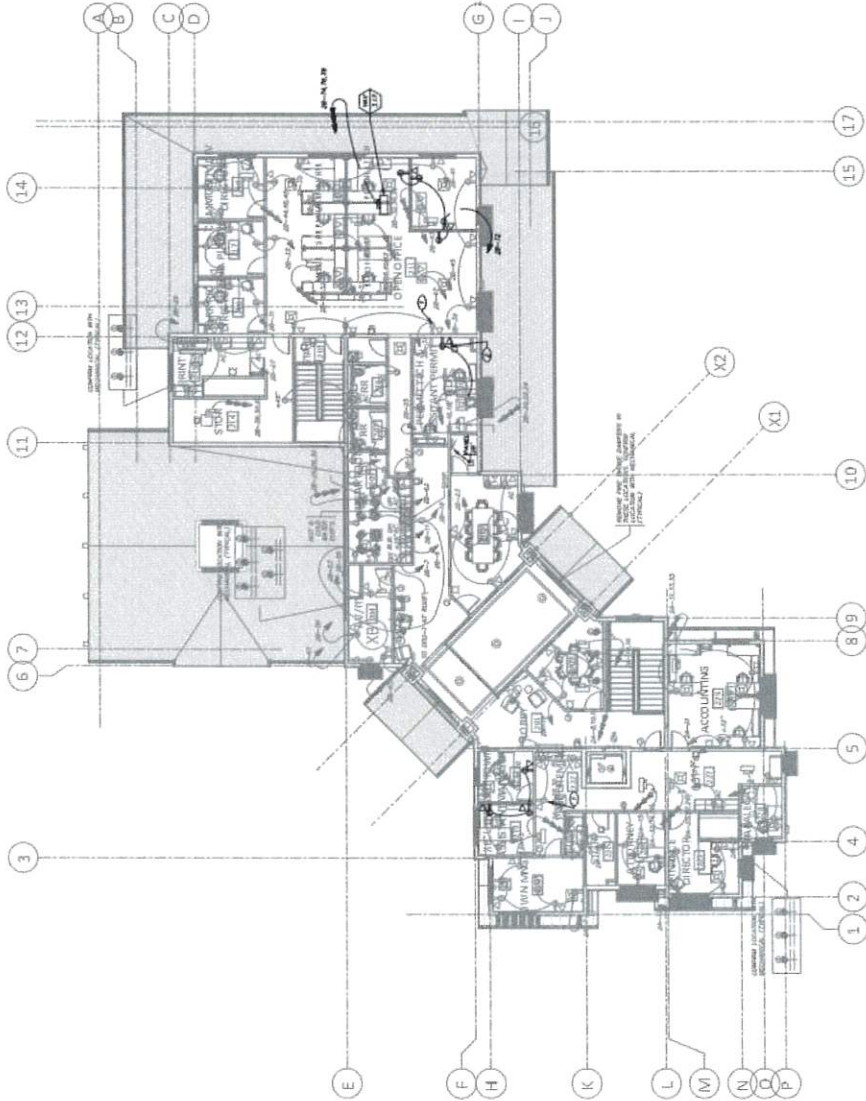


APS, INC.
 ELECTRICAL ENGINEERS
 APRIL 19, 2013

PROJECT: TIMNATH TOWN CENTER
 SHEET: E2.2
 DATE: APRIL 19, 2013

E2.2

REFERENCE NOTES (THIS SHEET ONLY)
 ① CONFORM EXISTING DEVICES ARE OUT OF WAY OF NEW DOOR INSTALLATION.
 ② FIELD CONFORM AND RELOCATE AS REQUIRED.
 ③ EXISTING SERVICES FROM EXISTING/NEW ELECTRICAL PANELS TO EXISTING OUTLET CIRCUIT.



ELECTRICAL SECOND FLOOR POWER PLAN
 SCALE: 3/32" = 1'-0"

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EXHIBIT A-1
CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WCC CONSTRUCTION LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1112 OXBOROUGH LANE

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Collins, CO 80525

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

8	5	-	2	0	4	2	9	5	6
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *J. Wampler* Date ▶ 3/16/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

EXHIBIT B

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Contract.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Work, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Work will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;*
 - d. broad form property damages; and
 - e. medical payments.

***This policy must include coverage extensions to cover the indemnification obligations contained in this Contract.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Work, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Contract to the extent caused by or arising out of operation or use of an automobile.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Town covering Contractor and its employees and agents who may provide or be responsible for the provision of Work where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

5. Any other insurance commonly used by contractors for Work of the type to be performed pursuant to this Contract.

EXHIBIT B-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

WCC Construction LLC

is a

Limited Liability Company

formed or registered on 04/10/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201327517 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/29/2024 that have been posted, and by documents delivered to this office electronically through 08/30/2024 @ 12:53:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/30/2024 @ 12:53:32 in accordance with applicable law. This certificate is assigned Confirmation Number 16346824 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."