



NOTICE OF AWARD

Date: March 12, 2018
Company: FCI Constructors, Inc.
Project: Two Rivers Convention Center Remodel CM/GC RFP-4458-18-DH

You have been awarded the City of Grand Junction/ Two Rivers Convention Center Remodel CM/GC RFP-4458-18-DH for a sum of **Zero Dollars (\$0.00) for Pre-Construction/Design Services, and 4% Overhead & Profit (OH&P) for Construction Services portion of the project. The Contractor shall work with the Owner, and Owner's Architect, to determine the not to exceed Guaranteed Maximum Price (GMP) for the project construction.**

Please notify Jay Valentine, City of Grand Junction Project Manager 970-244-1517 for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, Signed Contract, and Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr., Senior Buyer - City of Grand Junction

9F789E7D50F148C...

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: FCI Constructors, Inc.

DocuSigned by:

Ed Forsman - President, FCI Constructors, Inc.

By:

D77E805ED8E445C...

Ed Forsman - President, FCI Constructors, Inc.

Title: President

Date: 3/12/2018 | 15:29 MDT



LETTER OF INTENT

Date: March 5, 2018

Company: FCI Constructors, Inc.

Project: Two Rivers Convention Center Remodel CM/GC RFP-4458-18-DH

Based upon review of the proposals received, and your interview held, for Request for Proposal Two Rivers Convention Center Remodel CM/GC RFP-4458-18-DH, your company has been selected as the preferred proposer. It is the intent of the City of Grand Junction to award the aforementioned contract to your company as listed in the RFP document(s) and your proposal response.

This project must be approved by the City of Grand Junction, City Council prior to contract award. The City Council meeting date for approval is scheduled for March 21, 2018.

Once approved, in addition to a signed contract, you will need to provide your Certificate of Insurance as per the solicitation documents.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a horizontal line.

Duane Hoff Jr., Senior Buyer



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 12th day of March, 2018 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **FCI Constructors, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Two Rivers Convention Center Remodel CM/GC RFP-4458-18-DH**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Two Rivers Convention Center Remodel CM/GC**;
- c. Notice of Award;
- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);

- f. Field Orders
- g. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work upon developed, proposed and accepted timeline.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Zero Dollars (\$0.00) for Pre-Construction/Design Services, and 4% Overhead & Profit (OH&P) for Construction Services portion of the project. The Contractor shall work with the Owner, and Owner's Architect, to determine the not to exceed Guaranteed Maximum Price (GMP) for the project construction.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final

payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein. The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 3/13/2018 | 08:15 MDT
Duane Hoff Jr., Senior Buyer Date

FCI Constructors, Inc.

DocuSigned by:
By: Ed Forsman - President, FCI Constructors, Inc. 3/12/2018 | 16:58 MDT
Ed Forsman - President, FCI Constructors, Inc. Date

Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Grand Junction 250 North 5th Street Grand Junction, CO 81501 FROM CONTRACTOR: FCI Constructors, Inc. - GJ P. O. Box 1767 Grand Junction, CO 81502	PROJECT: Two Rivers Convention Center Remodel 159 Main Street, Grand Junction, CO 81501 VIA ARCHITECT: Chamberlin Architects, Inc. 437 Main Street Grand Junction, CO 81501	APPLICATION NO: 001 PERIOD TO: 3/31/2019 CONTRACT FOR: CONTRACT DATE: 3/12/2018 PROJECT NOS: 10-18-022 / <i>Construction Services - TRCC Remodel</i>	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 6,233,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 6,233,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 332,301.00
5. RETAINAGE:	
a. _____ % of Completed Work (Columns D + E on G703)	\$ 16,615.00
b. _____ % of Stored Material (Column F on G703)	\$ 0.00
Total (Lines 5a + 5b, or Total in Column I of G703)	
	\$ 16,615.00
6. TOTAL EARNED LESS	\$ 315,686.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 315,686.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 5,917,314.00
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]*
 By: *[Signature]* Date: 3/29/19
 State of: Colorado
 County of: Mesa
 Subscribed and sworn to before me this 29th day of March, 2019.
 Notary Public: *[Signature]*
 My commission expires: 4/4/21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 315,686.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 By: *[Signature]* Date: 04/01/19
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA[®] Document G703[™] – 1992

Continuation Sheet

AIA Document G702[™]–1992, Application and Certificate for Payment, or G732[™]–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE: 001
 PERIOD TO: 3/31/2019
 ARCHITECT'S PROJECT NO: 3/31/2019
 10-18-022

10-18-022									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00001	CONSTRUCTION PHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00002	DIVISION 1 GENERAL CONDITIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00003	Permits	16,781.00	0.00	23,089.00	0.00	23,089.00	137.59	(6,308.00)	1,154.45
00004	Superintendent	166,442.00	0.00	10,139.00	0.00	10,139.00	6.09	156,303.00	506.95
00005	Office Engineer	63,572.00	0.00	5,746.00	0.00	5,746.00	9.04	57,826.00	287.30
00006	Project Manager	59,071.00	0.00	7,182.00	0.00	7,182.00	12.16	51,889.00	359.10
00007	Temp Electric	2,300.00	0.00	0.00	0.00	0.00	0.00	2,300.00	0.00
00008	Internet	1,721.00	0.00	0.00	0.00	0.00	0.00	1,721.00	0.00
00009	Cell Phone	1,250.00	0.00	134.00	0.00	134.00	10.72	1,116.00	6.70
00010	Drinking Water	1,000.00	0.00	62.00	0.00	62.00	6.20	938.00	3.10
00011	Field Office Trailer	5,500.00	0.00	3,040.00	0.00	3,040.00	55.27	2,460.00	152.00
00012	Storage Facility	2,750.00	0.00	3,077.00	0.00	3,077.00	111.89	(327.00)	153.85
00013	Temp Toilets	3,300.00	0.00	300.00	0.00	300.00	9.09	3,000.00	15.00
00014	Office Supplies	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00
00015	Office Equipment Rent	3,920.00	0.00	490.00	0.00	490.00	12.50	3,430.00	24.50
00016	Plan Reproduction	0.00	0.00	651.00	0.00	651.00	0.00	(651.00)	32.55
00017	Safety	4,020.00	0.00	938.00	0.00	938.00	23.33	3,082.00	46.90
00018	Fire Extinguishers	750.00	0.00	0.00	0.00	0.00	0.00	750.00	0.00
00019	Pick-Up Rent	10,249.00	0.00	1,025.00	0.00	1,025.00	10.00	9,224.00	51.25
00020	Equipment Maintenance	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
00021	Equipment Rent	15,500.00	0.00	3,250.00	0.00	3,250.00	20.97	12,250.00	162.50
00022	Small Tools	2,500.00	0.00	204.00	0.00	204.00	8.16	2,296.00	10.20
00023	Gas & Oil	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	GRAND TOTAL								

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Continuation Sheet

AIA Document G702[™]–1992, Application and Certificate for Payment, or G732[™]–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
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APPLICATION NO:
APPLICATION DATE: 001
PERIOD TO: 3/31/2019
ARCHITECT'S PROJECT NO: 3/31/2019
10-18-022

10-18-022									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00024	Temporary Fence	704.00	0.00	820.00	0.00	820.00	116.48	(116.00)	41.00
00025	Project Sign	400.00	0.00	400.00	0.00	400.00	100.00	0.00	20.00
00026	Weekly Cleaning	18,746.00	0.00	0.00	0.00	0.00	0.00	18,746.00	0.00
00027	Dump Fees & Dumpsters	22,800.00	0.00	115.00	0.00	115.00	0.50	22,685.00	5.75
00028		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00029	DIVISION 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00030	Misc. Demolition	18,310.00	0.00	0.00	0.00	0.00	0.00	18,310.00	0.00
00031	Demolition - MIDWEST DEMO	183,900.00	0.00	26,800.00	0.00	26,800.00	14.57	157,100.00	1,340.00
00032	Dumpster for Demolition	4,800.00	0.00	0.00	0.00	0.00	0.00	4,800.00	0.00
00033	Saw-Cut for Demolition	4,192.00	0.00	1,370.00	0.00	1,370.00	32.68	2,822.00	68.50
00034	Site Demolition	2,932.00	0.00	0.00	0.00	0.00	0.00	2,932.00	0.00
00035	Structure Demolition	28,607.00	0.00	6,926.00	0.00	6,926.00	24.21	21,681.00	346.30
00036	Interior Demolition Misc.	19,370.00	0.00	0.00	0.00	0.00	0.00	19,370.00	0.00
00037		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00038	DIVISION 3 CONCRETE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00039	Concrete - MAYS CONCRETE	115,356.00	0.00	17,933.00	0.00	17,933.00	15.55	97,423.00	896.65
00040	Concrete Layout	1,170.00	0.00	1,291.00	0.00	1,291.00	110.34	(121.00)	64.55
00041	Concrete Clean-Up	919.00	0.00	423.00	0.00	423.00	46.03	496.00	21.15
00042	Concrete Wash-Out Area	1,600.00	0.00	0.00	0.00	0.00	0.00	1,600.00	0.00
00043	Misc. Slab	1,708.00	0.00	0.00	0.00	0.00	0.00	1,708.00	0.00
00044		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00045	DIVISION 4 MASONRY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00046	Masonry - ASCO	40,390.00	0.00	0.00	0.00	0.00	0.00	40,390.00	0.00
	GRAND TOTAL								

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10-18-022									
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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00047	Masonry Layout	601.00	0.00	0.00	0.00	0.00	0.00	601.00	0.00
00048	Masonry Clean-Up	613.00	0.00	0.00	0.00	0.00	0.00	613.00	0.00
00049	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00050	DIVISION 5 METALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00051	Structural Steel - RMS	314,919.00	0.00	0.00	0.00	0.00	0.00	314,919.00	0.00
00052	Steel Layout	4,208.00	0.00	1,113.00	0.00	1,113.00	26.45	3,095.00	55.65
00053	Steel Clean-Up	766.00	0.00	0.00	0.00	0.00	0.00	766.00	0.00
00054	Structural Shoring	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00
00055	Misc Metals	13,613.00	0.00	0.00	0.00	0.00	0.00	13,613.00	0.00
00056	Steel Primer Touch-Up	1,210.00	0.00	0.00	0.00	0.00	0.00	1,210.00	0.00
00057	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00058	DIVISION 6 WOODS & PLASTICS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00059	Roof Carpentry	38,755.00	0.00	0.00	0.00	0.00	0.00	38,755.00	0.00
00060	Rough Carpentry	27,792.00	0.00	302.00	0.00	302.00	1.09	27,490.00	15.10
00061	Arch Woodwork - OSBURN	99,895.00	0.00	0.00	0.00	0.00	0.00	99,895.00	0.00
00062	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00063	DIVISION 7 THERMAL & MOISTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00064	Roofing - CRW	459,699.00	0.00	0.00	0.00	0.00	0.00	459,699.00	0.00
00065	Thermal & Moisture Layout	5,852.00	0.00	0.00	0.00	0.00	0.00	5,852.00	0.00
00066	Thermal & Moisture Clean-Up	1,532.00	0.00	0.00	0.00	0.00	0.00	1,532.00	0.00
00067	Waterproofing	2,912.00	0.00	0.00	0.00	0.00	0.00	2,912.00	0.00
00068	Rigid Insulation	3,957.00	0.00	0.00	0.00	0.00	0.00	3,957.00	0.00
00069	EIFS/Stucco	11,500.00	0.00	0.00	0.00	0.00	0.00	11,500.00	0.00
	GRAND TOTAL								

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APPLICATION NO: _____
APPLICATION DATE: 001
PERIOD TO: 3/31/2019
ARCHITECT'S PROJECT NO: 10-18-022

10-18-022									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00070	Weather Barriers	24,460.00	0.00	0.00	0.00	0.00	0.00	24,460.00	0.00
00071	Sprayed Fireproofing	3,166.00	0.00	0.00	0.00	0.00	0.00	3,166.00	0.00
00072	Joint Sealants	13,945.00	0.00	0.00	0.00	0.00	0.00	13,945.00	0.00
00073	Expansion Joints	3,828.00	0.00	0.00	0.00	0.00	0.00	3,828.00	0.00
00074		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00075	DIVISION 8 OPENINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00076	Door & Window Layout	3,246.00	0.00	0.00	0.00	0.00	0.00	3,246.00	0.00
00077	Door, Frame, HW Supply - MCKINNE	118,050.00	0.00	0.00	0.00	0.00	0.00	118,050.00	0.00
00078	Door & HW Install - GENESIS	5,500.00	0.00	0.00	0.00	0.00	0.00	5,500.00	0.00
00079	Access Doors	2,065.00	0.00	0.00	0.00	0.00	0.00	2,065.00	0.00
00080	Overhead Doors - OHDGJ	22,510.00	0.00	0.00	0.00	0.00	0.00	22,510.00	0.00
00081	Aluminum Storefront - ALPINE	69,385.00	0.00	4,525.00	0.00	4,525.00	6.52	64,860.00	226.25
00082	Remove/Reinstall Windows	7,872.00	0.00	0.00	0.00	0.00	0.00	7,872.00	0.00
00083	Mirrors	3,145.00	0.00	0.00	0.00	0.00	0.00	3,145.00	0.00
00084		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00085	DIVISION 9 FINISHES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00086	Finishes Layout	15,620.00	0.00	779.00	0.00	779.00	4.99	14,841.00	38.95
00087	Finishes Clean-Up	5,973.00	0.00	0.00	0.00	0.00	0.00	5,973.00	0.00
00088	Temporary Barriers	50,356.00	0.00	16,872.00	0.00	16,872.00	33.51	33,484.00	843.60
00089	Finishes Final Cleaning	13,939.00	0.00	0.00	0.00	0.00	0.00	13,939.00	0.00
00090	Floor Protection	2,440.00	0.00	436.00	0.00	436.00	17.87	2,004.00	21.80
00091	Drywall Patch & Repair	21,513.00	0.00	0.00	0.00	0.00	0.00	21,513.00	0.00
00092	Metal Studs & Drywall - SDI	1,120,475.00	0.00	13,779.00	0.00	13,779.00	1.23	1,106,696.00	688.95
	GRAND TOTAL								

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Continuation Sheet

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APPLICATION NO: 5 7
APPLICATION DATE: 001
PERIOD TO: 3/31/2019
ARCHITECT'S PROJECT NO: 3/31/2019
10-18-022

A	B	C	D	E	F	G		10-18-022 H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00093	Metal Studs & Drywall Misc.	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
00094	Patch & Repair ACT	3,026.00	0.00	0.00	0.00	0.00	0.00	3,026.00	0.00
00095	Flooring - GALLAGHER'S FLOORING	258,497.00	0.00	0.00	0.00	0.00	0.00	258,497.00	0.00
00096	Floor Prep & Leveling	25,815.00	0.00	0.00	0.00	0.00	0.00	25,815.00	0.00
00097	Painting - IPS	111,055.00	0.00	0.00	0.00	0.00	0.00	111,055.00	0.00
00098	Painting Touch-Ups	21,504.00	0.00	0.00	0.00	0.00	0.00	21,504.00	0.00
00099	Polished Concrete Floor - DESIGN F	15,231.00	0.00	0.00	0.00	0.00	0.00	15,231.00	0.00
00100		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00101	DIVISION 10 SPECIALTIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00102	Specialties - TBS SERVICES	53,701.00	0.00	0.00	0.00	0.00	0.00	53,701.00	0.00
00103	Specialties Layout	2,244.00	0.00	0.00	0.00	0.00	0.00	2,244.00	0.00
00104	Signage - BUDS SIGNS	2,050.00	0.00	0.00	0.00	0.00	0.00	2,050.00	0.00
00105	Operable Partition Resurface - MELG	69,500.00	0.00	0.00	0.00	0.00	0.00	69,500.00	0.00
00106	Corner & Wall Guards	11,794.00	0.00	0.00	0.00	0.00	0.00	11,794.00	0.00
00107	Fire Extinguishers & Cabinets	1,875.00	0.00	0.00	0.00	0.00	0.00	1,875.00	0.00
00108		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00109	DIVISION 12 FURNISHINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00110	Window Treatments - AMBASSADOR	67,464.00	0.00	0.00	0.00	0.00	0.00	67,464.00	0.00
00111		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00112	DIVISION 14 CONVEYING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00113	Elevator Misc.	3,900.00	0.00	0.00	0.00	0.00	0.00	3,900.00	0.00
00114	Elevator - OTIS	83,175.00	0.00	41,588.00	0.00	41,588.00	50.00	41,587.00	2,079.40
00115		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GRAND TOTAL								

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ARCHITECT'S PROJECT NO: 3/31/2019
10-10-022

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00116	DIVISION 21 FIRE SUPPRESSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00117	Fire Protection - FTS	69,640.00	0.00	0.00	0.00	0.00	0.00	69,640.00	0.00
00118	Fire Protection Unforeseen Allowance	6,310.00	0.00	0.00	0.00	0.00	0.00	6,310.00	0.00
00119	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00120	DIVISION 22 PLUMBING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00121	Plumbing - COOKEYS MECH	360,200.00	0.00	8,160.00	0.00	8,160.00	2.27	352,040.00	408.00
00122	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00123	DIVISION 23 HVAC/MECHANICAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00124	Mechanical - COMFORT AIR	420,590.00	0.00	0.00	0.00	0.00	0.00	420,590.00	0.00
00125	Mechanical Layout	6,313.00	0.00	523.00	0.00	523.00	8.28	5,790.00	26.15
00126	Mechanical Clean-Up	3,829.00	0.00	0.00	0.00	0.00	0.00	3,829.00	0.00
00127	Mechanical Sound Attenuation Allowa	36,726.00	0.00	0.00	0.00	0.00	0.00	36,726.00	0.00
00128	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00129	DIVISION 26 ELECTRICAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00130	Electrical - MAGNUM	633,475.00	0.00	8,000.00	0.00	8,000.00	1.26	625,475.00	400.00
00131	Electrical Misc.	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
00132	Electrical Layout	6,012.00	0.00	0.00	0.00	0.00	0.00	6,012.00	0.00
00133	Electrical Clean-Up	1,532.00	0.00	0.00	0.00	0.00	0.00	1,532.00	0.00
00134	A/V Rough-In Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
00135	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00136	DIVISION 28 ELECTRONIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00137	Fire Alarm	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
00138	.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GRAND TOTAL								

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AIA® Document G703™ – 1992

Continuation Sheet

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00139	DIVISION 31 EARTHWORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00140	Sitework - UPLAND	33,870.00	0.00	30,483.00	0.00	30,483.00	90.00	3,387.00	1,524.10
00141	Site Layout	9,227.00	0.00	2,917.00	0.00	2,917.00	31.61	6,310.00	145.85
00142	Site Clean-Up	13,019.00	0.00	0.00	0.00	0.00	0.00	13,019.00	0.00
00143	Traffic Control	17,295.00	0.00	1,956.00	0.00	1,956.00	11.31	15,339.00	97.80
00144	Helical Piers Misc.	1,860.00	0.00	0.00	0.00	0.00	0.00	1,860.00	0.00
00145	Helical Piers - FLATTOP STEEL	14,820.00	0.00	0.00	0.00	0.00	0.00	14,820.00	0.00
00146		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00147	DIVISIONS 90, 95, 99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00148	Builders Risk Insurance	2,453.00	0.00	0.00	0.00	0.00	0.00	2,453.00	0.00
00149	General Liability Insurance	36,851.00	0.00	37,398.00	0.00	37,398.00	101.48	(547.00)	1,869.90
00150	Bond	35,315.00	0.00	35,315.00	0.00	35,315.00	100.00	0.00	1,765.75
00151	Contractor Contingency	180,759.00	0.00	0.00	0.00	0.00	0.00	180,759.00	0.00
00152	Fee	239,731.00	0.00	12,750.00	0.00	12,750.00	5.32	226,981.00	637.50

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101210AC044

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

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

FCI Constructors, Inc.
PO Box 1767
Grand Junction, CO 81502

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

Two Rivers Convention Center - Remodel
159 Main Street
Grand Junction, CO 81501

The Architect:
(Name, legal status and address)

Chamberlin Architects, P.C.
437 Main Street
Grand Junction, CO 81501

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

Jay Valentine
250 North 5th Street
Grand Junction, CO 81501

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

Brady Blackmer
Project Manager
FCI Constructors, Inc.
PO Box 1767
Grand Junction, CO 81502

ADDITIONS AND DELETIONS:

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

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

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

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User Notes: (3B9ADA51)

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

Daniel Gartner, AIA
Chamberlin Architects, P.C.
437 Main Street
Grand Junction, CO 81501

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

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

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

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

§ 1.2 Relationship of the Parties

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

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

Init.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

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

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

Init.

shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

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

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

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

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

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

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

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

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

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

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

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

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

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

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

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

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

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

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

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

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

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

\$0.00

The cost of printing is reimbursable

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the

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mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

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

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

8 % per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

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

Lump sum fee of 4% of the GMP amount as calculated in the initial GMP documented in Amendment 1

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

Fee of 4% on the cost of the work of all additive changes only.

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

Subcontractors limited to 15% markup for overhead and profit on changes to the scope of the work

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Ninety percent (90 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

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

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

All savings below the GMP stay with the Owners

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

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§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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

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

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

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

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

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

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements,

customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

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

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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

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

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

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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

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

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

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

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

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

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

§ 6.7 Other Costs and Emergencies

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

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

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

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

§ 6.8 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

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

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

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

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

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the Twenty Fifth day of the same month. If an Application for Payment is received by the Architect after the application date fixed

above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

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

Init.

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

§ 7.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

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

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Init.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability	\$1,000,000.00
Each Occurrence	\$2,000,000.00
General Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$2,000,000.00
Products-Completed Operations	
Aggregate	\$1,000,000.00
Automobile	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

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

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

(Paragraph Deleted)

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

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

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

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

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

Init.

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

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

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

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

§ 10.3 Suspension

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

§ 11.2 Ownership and Use of Documents

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

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

1. Small Tools, Consumables and FCI Rental Rates - FCI will provide to the project a full stock of most commonly used small tools (tools worth less than \$1000; drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the project but should one need replaced, it will be a direct cost to the project. Consumables such as drill bits, saw blades, powder actuated loads, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the project. FCI specialty tools and tools over \$1000 in value will be rented out to the project at a rate at least ten percent (10%) less than any available rental source (see attached FCI Constructors, Inc. Standardized Rental Rates). Tool rent is only to be charged for the time the tool is in use and reasonably required on the job site. FCI tool rental is subject to Owner audit at any time. This Agreement entered into as of the day and year first written above.
2. The Owner agrees to indemnify and hold harmless FCI Constructors, Inc., its employees and its Subcontractors, for any and all claims, fines, penalties, and legal costs including attorney fees arising out of the performance of the work which may involve asbestos or other contaminants which may exist on the Owner's property and is not a part of this Agreement.
3. The Contractor reserves the right to reject changes in the work which would require the Contractor to include responsibilities not customarily performed or managed by the Contractor or to reject the assignment by the Owner of any subcontractor to this agreement based on the Contractor's reasonable assessment of the Subcontractor's qualifications.
4. The Construction Manager agrees to provide submittals consisting of samples, colors, product specifications and details; the Construction Manager is not responsible to provide architectural or engineering design details not indicated in the contract documents except to demonstrate compliance with current design or to support the design professionals in resolving details.
5. The Owner agrees to be responsible for applying for utility installations and for clarifying and modifying the Construction Documents as required by all approving authorities. The Contractor agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. The Contractor will not be responsible for any delays caused by the owner or his agents nor by the approving authorities or public utility companies. The completion date of the work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction. These dates should be included in the contract time.
6. The Contractor agrees to aid the owner in evaluating various options for the treatment of potential soils movement. The Contractor acknowledges that the Owner will provide a soils investigation report; however, due to its numerous options in how to reduce soil movement, the Contractor will follow the design shown in the construction drawings and specifications. The Contractor will not be responsible for any damage due to expansive soils unless the work is not performed in accordance with the contract documents.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

Init.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

- .5 Other documents:

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

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


OWNER (Signature)

Jay Valentine, Director of General Svcs.
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Ed Forsman President
(Printed name and title)

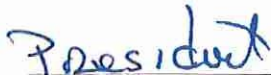
Init.

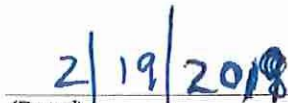
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ed Forsman, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:22:26 ET on 02/19/2019 under Order No. 5146841093 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Two Rivers Convention Center - Remodel
159 Main Street
Grand Junction, CO 81501

THE OWNER:

(Name, legal status and address)

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

FCI Constructors, Inc.
PO Box 1767
Grand Junction, CO 81502

ADDITIONS AND DELETIONS:

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

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

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

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

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

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed six million two hundred and thirty three thousand dollars (\$6,233,000), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

(Provide below or reference an attachment.)

Attachment A – GMP Estimate/Construction Documents Estimate dated February 6, 2019

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Init.

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User Notes: (3B9ADA55)

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A – Currently there are no alternates. However, FCI is anticipating a list of alternates (accepted VE items) to be incorporated into the project via post-bid Addendum 04, which has not been issued to date.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Raceways/boxes for owner provided AV	\$10,000
Unforeseen modifications to FA system	\$20,000

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

Reference Attachment B – Clarifications & Assumptions dated February 14, 2019

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

Document	Title	Date	Pages
----------	-------	------	-------

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

Project manual as developed by Chamberlin Architects, issued December 21, 2018, including revisions to project manual per Addendum 01 (dated January 7, 2019) and Addendum 02 (dated January 21, 2019). Reference Attachment B – Clarifications & Assumptions document for exceptions to this project manual/specifications. Also reference Attachment E – Project Manual Table of Contents & Drawings List.

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

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

Project drawings as developed by Chamberlin Architects, dated December 21, 2018, including revisions to drawings per Addendum 01 (dated January 7, 2019), Addendum 02 (dated January 21, 2019), and Addendum 03 (dated January 24, 2019). Reference Attachment E – Project Manual Table of Contents & Drawings List.

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

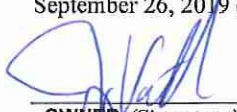
§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Attachment A - GMP Estimate/Construction Documents Estimate dated February 6, 2019
 Attachment B - Clarifications & Assumptions dated February 14, 2019
 Attachment C – Approved Value Engineering (VE) Log dated February 8, 2019
 Attachment D – Pre-Bid Questions & Answers List dated January 24, 2019
 Attachment E - Project Manual Table of Contents & Drawings List
 Attachment F – Construction schedule dated January 18, 2019
 Attachment G – FCI rental rates

ARTICLE A.2

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

September 26, 2019 dependent on a notice to proceed date of February 14, 2019


OWNER (Signature)

Jay Valentine, Director
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Ed Forsman President
(Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

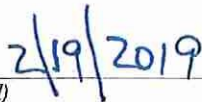
I, Ed Forsman, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:24:19 ET on 02/19/2019 under Order No. 5146841093 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

ATTACHMENT A

PROJECT:

TWO RIVERS CONVENTIOIN CENTER

GRAND JUNCTION, CO

REMODEL

PREPARED FOR:



CONSTRUCTION DOCUMENTS ESTIMATE

February 6, 2019

PREPARED BY:





Project:
TWO RIVERS CONVENTIOIN CENTER
REMODEL
February 6, 2019

DESCRIPTION	CONSTRUCTION DOCUMENTS ESTIMATE		NOTES
	TOTAL SF	33,998	
	TOTAL COST	COST/SF	
GENERAL CONDITIONS	\$ 359,198	\$ 10.57	
31-32-330000 EARTHWORK, EXT IMPROV, UTILITIES	\$ 86,020	\$ 2.53	
020000 EXISTING CONDITIONS	\$ 401,689	\$ 11.82	
030000 CONCRETE	\$ 139,522	\$ 4.10	
040000 MASONRY	\$ 43,032	\$ 1.27	
050000 METALS	\$ 354,182	\$ 10.42	
060000 WOODS & PLASTICS	\$ 190,992	\$ 5.62	
070000 THERMAL & MOISTURE PROTECTION	\$ 529,363	\$ 15.57	
080000 OPENINGS	\$ 240,641	\$ 7.08	
090000 FINISHES	\$ 1,764,108	\$ 51.89	
100000 SPECIALTIES	\$ 162,522	\$ 4.78	
110000 EQUIPMENT	\$ -	\$ -	
120000 FURNISHINGS	\$ 22,545	\$ 0.66	
130000 SPECIAL CONSTRUCTION	\$ -	\$ -	
140000 CONVEYING SYSTEMS	\$ 91,179	\$ 2.68	
210000 FIRE SUPPRESSION	\$ 80,921	\$ 2.38	
220000 PLUMBING	\$ 367,382	\$ 10.81	
230000 HVAC	\$ 467,851	\$ 13.76	
260000 ELECTRICAL	\$ 724,164	\$ 21.30	
270000 COMMUNICATIONS	\$ -	\$ -	
280000 SAFETY & SECURITY	\$ -	\$ -	
SUBTOTAL - DIRECT COST	\$ 6,025,310	\$ 177.23	
PRECONSTRUCTION FEE	\$ -	\$ -	
CONTINGENCY-ESTIMATING	\$ -	\$ -	0.00%
CONTINGENCY-CONSTRUCTION	\$ 180,759	\$ 5.32	3.00%
BUILDERS RISK INSURANCE	\$ 2,948	\$ 0.09	
GENERAL LIABILITY INSURANCE	\$ 40,011	\$ 1.18	0.60%
PROPERTY SURVEY	\$ -	\$ -	BY OWNER
SOILS INVESTIGATION/GEOTECHNICAL ENG	\$ -	\$ -	BY OWNER
MATERIALS TESTING / INSPECTION	\$ -	\$ -	BY OWNER
BUILDING PERMIT	\$ 16,781	\$ 0.49	
PAYMENT/PERFORMANCE BONDS	\$ 37,510	\$ 1.10	
CONSTRUCTION PHASE FEE	\$ 252,133	\$ 7.42	4.00%
TOTAL ESTIMATED COST	\$ 6,555,452	\$ 192.82	

APPROVED VALUE ENGINEERING ITEMS	
CHANGE WALL & FLOOR TILE TO 12x24 FORMAT	\$ (3,756)
CHANGE MOSAIC FLOOR TILE TO 12X24 ACCENT TILE	\$ (1,284)
DELETE (17) SECURITY CAMERA CONDUITS	\$ (16,698)
CHANGE WINDOW SHADE FROM DOUBLE TO SINGLE ROLLER	\$ (10,899)
LEAVE PRECAST WALLS ON THE WEST SIDE IN PLACE. DO NOT BUILD THE NEW EXTERIOR WALL. CLAD THE PRECAST WITH METAL PANELS TO MATCH NORTH SIDE. NO STOREFRONT WINDOWS	\$ (76,360)
ALTERNATE LIGHTING AND CONTROL PACKAGE	\$ (34,250)
DELETE BATTERY BACK UP FOR THE NEW ELEVATOR	\$ (2,300)
DELETE ALLOWANCE TO PATCH AND REPAIR THE EXTERIOR SOFFIT	\$ (19,500)
DELETE ALLOWANCE TO PATCH THE SPALLED EXTERIOR CONCRETE SLAB EDGES	\$ (13,000)
DELETE FIBERGLASS PLANTES	\$ (26,935)
DELETE GALVANIZED GRATING AT NORTH ELEVATION	\$ (9,716)
DELETE REPLACING THE MINI-SPLIT HVAC SYSTEM SERVING THE EXISTING ELVATOR MACHINE ROOM	\$ (6,300)
CHANGE EXPOXY PAINT ON THE BALLROO WALLS BELOW 12' TO PROMAR LATEX 200	\$ (2,447)
DELTE THE 3-FORM ACRYLIC SAILS IN THE MAIN CORRIODR	\$ (25,000)
DELETE (10) 4X4 ACOUTCIAL PANELS IN THE WEST SERVICE CORRIDOR	\$ (5,000)
DELETE PAINTING THE OPEN STRUCTURE IN THE SERVICE CORRIDOR	\$ (10,598)
DELTE CRASH RAILS IN THE SERVICE CORRIDOR. ACROVYN PANELS AND CORNER GUARDS TO REMAIN	\$ (20,157)
STANDERIZE THE TAVOLA BEAMS IN THE BALLROOM TO 8' LENGTH ELIMINATED THE NEED TO CUSTOM LENGTHS FROM THE FACTORY	\$ (20,000)
SUB-TOTAL APPROVED VALUE ENGINEERING ITEMS	\$ (304,200)
MARK UP ON VE ITEMS	\$ (18,252)
TOTAL APPROVED VALUE ENGINEERING ITEMS	\$ (322,452)

TOTAL ESTIMATE COST WITH VE ITEMS \$ 6,233,000



TWO RIVERS CONVENTION CENTER
REMODEL
CONSTRUCTION DOCUMENTS ESTIMATE
February 6, 2019

DIV 1: GENERAL CONDITIONS											
DESCRIPTION	QUANTITY	UNIT	PRICE	MATERIAL	MATERIAL TAX	PRICE	EQUIP/SUB	PRICE	LABOR	LABOR BURDEN	TOTAL
ONSITE MANAGEMENT											
PROJECT MANAGER	14	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,120.00	\$ 59,078.50		\$ 59,079
SUPERINTENDENT	43	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,830.40	\$ 166,441.82		\$ 166,441.82
PROJECT ENGINEER	22	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,926.00	\$ 63,571.53		\$ 63,571.53
TEMPORARY FACILITIES											
STORAGE VAN - RENT	10.0	MO	\$ 225.00	\$ 2,249.78	\$ -	MOB IN/OUT	\$ 500.00	\$ -	\$ -	\$ -	\$ 2,749.78
OFFICE TRAILER	10.0	MO	\$ 450.00	\$ 4,499.56	\$ -	MOB IN/OUT	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 5,499.56
JOB SIGN	1	EA	\$ 400.00	\$ 400.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 400.00
TEMP POWER	10.0	MO	\$ 200.00	\$ 1,999.80	\$ -	INSTALL	\$ 300.00	\$ -	\$ -	\$ -	\$ 2,299.80
CELL PHONE	10.0	MO	\$ 125.00	\$ 1,249.88	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 1,249.88
OFFICE TRAILER PHONE/INTERNET	10.0	MO	\$ 147.10	\$ 1,470.85	\$ -	INSTALL	\$ 250.00	\$ -	\$ -	\$ -	\$ 1,720.85
COMPUTER/IT SERVICES	16.0	MO	\$ -	\$ -	\$ -	\$ 245.00	\$ 3,919.61	\$ -	\$ -	\$ -	\$ 3,920
TEMP FENCE	200	LF	\$ 1.00	\$ 200.00	\$ -	\$ -	\$ -	\$ 1.50	\$ 300.00	\$ 204.00	\$ 704.00
OFFICE SUPPLIES, COPIER, PLAN REPRO	10.0	MO	\$ 200.00	\$ 1,999.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,999.80
TEMP TOILET	10.0	MO	\$ -	\$ -	\$ -	\$ 330.00	\$ 3,299.67	\$ -	\$ -	\$ -	\$ 3,300
TEMP WATER - POTABLE	10.0	MO	\$ -	\$ -	\$ -	\$ 100.00	\$ 999.90	\$ -	\$ -	\$ -	\$ 999.90
EQUIPMENT											
PICKUP RENT	10.0	MO	\$ 500.00	\$ 4,999.51	\$ -	\$ 1,025.00	\$ 10,248.99	\$ -	\$ -	\$ -	\$ 15,248
EQUIPMENT RENTAL	10.0	MO	\$ -	\$ -	\$ -	\$ 300.00	\$ 2,999.70	\$ -	\$ -	\$ -	\$ 3,000
EQUIPMENT MAINTENANCE	10.0	MO	\$ 100.00	\$ 999.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
MISCELLANEOUS SMALL TOOLS	10.0	MO	\$ 250.00	\$ 2,499.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
FIRE EXTINGUISHERS	10.0	MO	\$ 75.00	\$ 749.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 749.93
MISCELLANEOUS											
SAFETY	10.0	MO	\$ 150.00	\$ 1,499.85	\$ -	\$ -	\$ -	\$ 150.00	\$ 1,499.85	\$ 1,019.90	\$ 4,020
WEEKLY CLEAN	43.5	WK	\$ 20.00	\$ 869.06	\$ -	\$ 25.00	\$ 1,086.32	\$ 230.00	\$ 9,994.16	\$ 6,796.03	\$ 18,746
TOTALS				\$ 25,687.67	\$ -		\$ 24,604.20		\$ 300,885.87	\$ 8,019.93	\$ 359,198

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Two Rivers Convention Center - Remodel

159 Main Street

Grand Junction, CO 81501

THE OWNER:

(Name, legal status and address)

City of Grand Junction

250 North 5th Street

Grand Junction, CO 81501

This document has important legal consequences.

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

THE ARCHITECT:

(Name, legal status and address)

Chamberlin Architects, P.C.

437 Main Street

Grand Junction, CO 81501

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

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

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and ~~any of their subcontractors, sub-subcontractors, agents and employees~~, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. ~~If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. located.~~

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

Init.

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.


~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

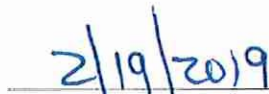
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ed Forsman, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 09:23:34 ET on 02/19/2019 under Order No. 5146841093 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)


(Title)


(Dated)

ATTACHMENT B

PROJECT:

TWO RIVERS CONVENTION CENTER REMODEL

GRAND JUNCTION CO

PREPARED FOR:



CONSTRUCTION DOCUMENT ESTIMATE CLARIFICATIONS & ASSUMPTIONS

2/14/19

PREPARED BY:



Project General Information

- Convention Center Remodel.
- 33,998sf.
- 8-month project duration per FCI schedule dated January 18, 2019.
 - Please note that this schedule does not currently account for TRCC events (already scheduled) to be held in the ballroom in June and August. Project completion per this schedule is contingent on the City of Grand Junction, Two Rivers Convention Center management, and FCI coming to a mutually agreed to schedule and phasing plan to allow the renovation work within the ballroom and main corridor, as well as the bathroom renovation work, to start on or before the dates noted on this schedule and to work around those already scheduled events. This likely will require a mixture of consolidation of events to other areas of the building and may also require events to be held at other locations. Further, this duration and schedule is also contingent on gaining approval from the Mesa County Building Department and Grand Junction Fire Department on a fire safety and evacuation plan that is currently being developed by FCI with input from TRCC management.

General Clarifications

- This estimate is based on:
 - Plans and Specifications by Chamberlin Architects dated 12/21/18.
 - Addendum #1 dated 1/7/19.
 - Addendum #2 dated 1/21/19.
 - Addendum #3 dated 1/24/19.
 - Pre-Bid Questions and Answers list dated 1/24/19.
- Sales tax is not included.
- A Payment/Performance Bond is included.
- Builders Risk Insurance is included.
- General Liability Insurance is included.
- FCI is carrying a 3% Construction Contingency. FCI suggests the Owner carry their own contingency as well (see below).
- Architectural/Engineering Design costs are not included.
- BIM coordination or CAD drawings are not included.
- Local Permit costs are included.
- This estimate represents specifically identified construction costs only. Therefore, all other costs identified as "Owner's Costs" are not included. The following items are considered Owner's Costs:
 - Owner administrative costs or fees.
 - Utility connection/tap fees.
 - Impact fees.

- Legal fees or expenses.
- The supply and installation of new F. F. & E. items (Furniture, Fixtures, and Equipment).
- The removal or relocation of existing F. F. & E. items to provide Demolition/Construction access to the project areas.
- Artwork or exhibits.
- Owner's Contingency – This is separate from the construction contingency detailed in the GMP estimate. Typically, FCI recommends owners carry a contingency that is equal to 5% of the GMP amount.
- Telephone/data equipment (telephone switching, handsets, PBX units, computers, network servers, printers, scanners, etc.). An allowance for back boxes, conduit, and cabling has been included.
 - New data racks, switches, patch panels, etc. are not included as it is assumed these are all existing. FCI has included pulling new cabling as required per plans back to this existing "head-end" location.
- Security systems, CCTV cameras, video recorders for security systems, etc. FCI has only included conduits for new security camera locations (see VE item below).
- Audio-visual systems and components. Owner is carrying a budget for this scope of work and will procure it directly.
- Costs (materials, equipment, systems) associated with LEED or Green Globes certification.
- Material Testing or Special Inspections.
- Third Party commissioning costs.
- Testing and abatement of any hazardous materials is specifically excluded.
- Owner to provide a hazardous material survey of all project spaces prior to the start of construction.

Project Specific Clarifications

- Specification 102339 for the Folding Panel Partitions is for the supply and installation of a new unit. As the scope of work on this project is only to remove and replace the finish fabric much of the specification does not apply and is therefore excluded.
- Specification 024119, Part 1, 1.4, A and Part 3, 3.1, B requiring Professional Engineering survey(s) of the condition of the entire building have been excluded.
 - This requirement is assumed to have been completed by the Design Team and any requirements from the survey(s) are included in the provided Construction Documents.
 - If the Means and Methods used by FCI for demolition/construction require shoring of the building a Professional Engineer shall be engaged at FCI's expense for each specific task.
- Duct cleaning, filter replacement, and maintenance checks on existing/remaining HVAC

equipment is excluded.

- Specification 024119, Part 3, 3.5, C, 1, 2, 3, 4, 5 and D, 1, 2, 3, regarding removed and salvage/reinstalled items are excluded.
 - Removed and salvaged items will be neatly organized and placed at a location on site.
 - Items to be removed and re-installed will be neatly organized and placed at a location on site until such time they are re-installed.
- Overhead Doors will be supplied as such:
 - Door 002B shall be an Overhead Door model 591 with a section thickness of 1-5/8".
 - Door 106 shall be an Overhead Door model 652 with an RSX-RS opener.
 - Door 102A shall be an Overhead Door model 620 with an RSX-RS opener.
- The estimated Value Engineering savings of \$76,360 as shown on the provided Estimate Summary Page dated 2/6/19 to leave the Precast Walls in place on the West side of the building is based on the below assumptions. Final savings will need to be calculated using the forthcoming post bid design documents provided by Chamberlin Architects.
 - The existing (3) sections of Pre-Cast Wall Panels on the West side of the building shall remain in place.
 - The existing drywall on the interior side of Pre-Cast Panels shall remain in place and will be patched/repaired/painted to provide a like new condition.
 - FCI is assuming that the existing coping on the concrete deck on the west side of the building shall remain in place.
 - The precast wall panels shall be clad on the exterior with direct applied metal panels that match the new panels on the north and west Elevations.
 - FCI is assuming that no new metal framed walls or furring shall be part of this redesign.
 - FCI is assuming that no new aluminum storefront windows shall be part of this redesign.
- The Value Engineering savings of \$34,250 as show on the provided Estimate Summary Page dated 2/6/19 to use an Alternate Light Fixture and Control package is an estimate. Final savings will need to be calculated based on the forthcoming review of the proposed alternate package from Chamberlin Architects. Additional costs above those included in this GMP may be incurred if these savings cannot be fully captured.
- The Value Engineering savings of \$16,698 as show on the provided Estimate Summary Page dated 2/6/19 to delete (17) of the Security Camera Conduit locations as shown Plan Sheets E201 and E202 is an estimate. Final savings will need to be calculated based on the revised locations and quantities as shown on the forthcoming post bid design documents provided by Chamberlin Architects. Additional costs above those included in this GMP may be incurred if these savings cannot be fully captured.
- Due to the high cost of providing a low quantity of Solarban (2) Solarblue specified as Glass Type IG-2, Glass Type IG-2 will be supplied as Solarban (3).

End of Clarifications and Assumptions



ATTACHMENT C

Project:
TWO RIVERS CONVENTION CENTER
REMODEL

February 8, 2019

CD ESTIMATE - VALUE ENGINEERING ESTIMATING COST					
VE ITEM #	DESCRIPTION	ESTIMATED COST	APPROVED Y OR N	APPROVED AMOUNT	NOTES
1	Delete 2" Acoustical Board at Ballroom ceilings and walls	\$ (142,185)	N	\$ -	
2	Change Tile to a 12x24 format.	\$ (3,756)	Y	\$ (3,756)	
3	Change Tile Mosaic at the Restroom floors to a straight band of 12x24 of a different color than the field tile	\$ (1,284)	Y	\$ (1,284)	
4	Delete pattern layout of Carpet Tiles	\$ -	N	\$ -	
5	Delete Security Camera Conduit	\$ (33,397)	Y	\$ (16,698)	
6	Single Roller Shades vs Double Roller	\$ (10,899)	Y	\$ (10,899)	
7	Leave the West side Precast Panels in place. Do not build new wall. Glad Precast Panels with Metal Panels. NO Storefront Spandrel Windows	\$ (76,360)	Y	\$ (76,360)	
8	Alternate Lighting and Controls	\$ (68,500)	Y	\$ (34,250)	
9	No battery back up for power out operations of the elevator. This is not required by code according to Otis	\$ (2,300)	Y	\$ (2,300)	
10	Remove Allowance to patch and repair the Exterior Soffit	\$ (19,500)	Y	\$ (19,500)	
11	Remove Allowance to patch the spalled exterior concrete slab edges	\$ (13,000)	Y	\$ (13,000)	
12	Delete the Fiberglass Planters	\$ (26,935)	Y	\$ (26,935)	
13	Delete the Galvanized Grating at the North Elevation	\$ (9,716)	Y	\$ (9,716)	
14	Delete the Mini-Split System for the existing Elevator Machine Room	\$ (6,300)	Y	\$ (6,300)	
15	Delete Tavola Beams in the Ballroom. Replace with USG Halcyon 4x4	\$ (605,072)	N	\$ -	
16	Change Epoxy Paint below the 12' line in the Ballroom to Promar Latex 200	\$ (2,447)	Y	\$ (2,447)	
17	Delete Tavola Beams in Lobby.	\$ (45,029)	N	\$ -	
18	Delete the 3-Form Acrylic Sails in the Corridor	\$ (25,000)	Y	\$ (25,000)	
19	Remove the Creek Room HVAC Scope or work from the project	\$ (109,910)	N	\$ -	
20	Delete 4x4 ACT Panels in the Service Corridor	\$ (24,400)	Y	\$ (5,000)	
21	Delete painting the open structure in the Service Corridor	\$ (10,598)	Y	\$ (10,598)	
22	Remove Allowance for HVAC sound attenuation	\$ (40,000)	N	\$ -	
23	Delete Crash Rail in Service Corridor. Acrovyn Panels & Corner Guards to remain	\$ (20,157)	Y	\$ (20,157)	
24	Standardize lengths of Tavola Beams in the Ballroom	\$ (20,000)	Y	\$ (20,000)	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL HARD COST		\$ (1,316,744)		\$ (304,200)	
6% IN MARKUPS		\$ (79,005)		\$ (18,252)	
TOTAL VE		\$ (1,395,749)		\$ (322,452)	

ATTACHMENT E

PROJECT MANUAL

Divisions 0 through 31

Two Rivers Convention Center - Remodel

Construction Documents

Issued: December 21, 2018

Architect's Project Number: 1727

OWNER:

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

ARCHITECT:

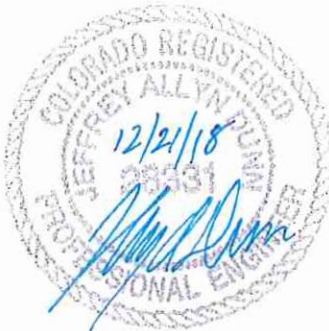
Chamberlin Architects, P.C.
437 Main Street
Grand Junction, CO 81501
(970) 242-6804

STRUCTURAL ENGINEER:

Lindauer-Dunn, Inc.
802 Rood Avenue
Grand Junction, CO 81501
(970) 241-0900

MECHANICAL/ELECTRICAL/PLUMBING ENGINEER:

MKK Consulting Engineers, Inc
7600 E Orchard Road Suite 250-S
Greenwood Village, CO 80111
(303) 796-6000



Division	Section Title
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SPECIFICATIONS GROUP*General Requirements Subgroup***DIVISION 01 - GENERAL REQUIREMENTS**

007000	GENERAL CONDITIONS
008000	SUPPLEMENTAL CONDITIONS
011000	SUMMARY
012500	SUBSTITUTION PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
014200	REFERENCES
015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

*Facility Construction Subgroup***DIVISION 02 – EXISTING CONDITIONS**

NOT APPLICABLE

DIVISION 03 - CONCRETE

033000	CAST-IN-PLACE CONCRETE
033543	POLISHED CONCRETE FINISHING

DIVISION 04 - MASONRY

042200	CONCRETE UNIT MASONRY
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DIVISION 05 - METALS

051200	STRUCTURAL STEEL FRAMING
053100	STEEL DECKING
054000	COLD-FORMED METAL FRAMING
055000	METAL FABRICATIONS
055113	METAL PAN STAIRS
055213	PIPE AND TUBE RAILINGS
055313	BAR GRATINGS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

060660	PLASTIC FABRICATIONS
061053	MISCELLANEOUS ROUGH CARPENTRY
061600	SHEATHING
064023	INTERIOR ARCHITECTURAL WOODWORK
064219	PLASTIC-LAMINATE-FACED WOOD PANELING

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

072100	THERMAL INSULATION
072500	WEATHER BARRIERS
072600	VAPOR RETARDERS
072726	FLUID APPLIED MEMBRANE AIR BARRIERS
074213.13	FORMED METAL WALL PANELS
074293	SOFFIT PANELS
075423	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING
076200	SHEET METAL FLASHING AND TRIM
077100	ROOF SPECIALTIES
078100	APPLIED FIREPROOFING
078413	PENETRATION FIRESTOPPING
079200	JOINT SEALANTS
079219	ACOUSTICAL JOINT SEALANTS

DIVISION 08 - OPENINGS

081113	HOLLOW METAL DOORS AND FRAMES
081416	FLUSH WOOD DOORS
083113	ACCESS DOORS AND FRAMES
083323	OVERHEAD COILING DOORS
083613	SECTIONAL DOORS
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
087100	DOOR HARDWARE
088000	GLAZING
088300	MIRRORS

DIVISION 09 - FINISHES

092216	NON-STRUCTURAL METAL FRAMING
092900	GYPSUM BOARD
093013	CERAMIC TILING
095113	ACOUSTICAL PANEL CEILINGS
095820	BEAM & BAFFLE METAL CEILING SYSTEM
096513	RESILIENT BASE AND ACCESSORIES
096813	TILE CARPETING
098433	SOUND ABSORBING WALL UNITS
099113	EXTERIOR PAINTING
099123	INTERIOR PAINTING

DIVISION 10 - SPECIALTIES

101423	PANEL SIGNAGE
102113.17	PHENOLIC-CORE TOILET COMPARTMENTS
102239	FOLDING PANEL PARTITIONS
102600	WALL AND DOOR PROTECTION
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES
104410	FIRE EXTINGUISHERS AND CABINETS

DIVISION 11 - EQUIPMENT

NOT APPLICABLE

DIVISION 12 - FURNISHINGS

122200	CURTAINS AND DRAPES
122413	ROLLER WINDOW SHADES
123623.13	PLASTIC LAMINATE CLAD COUNTERTOPS
123661.19	QUARTZ AGGLOMERATE COUNTERTOPS

DIVISION 13 - SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT

142400	HYDRAULIC ELEVATOR
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*Facility Services Subgroup***DIVISION 20 – GENERAL HVAC REQUIREMENTS**

SEE DRAWINGS

DIVISION 21 – FIRE SUPPRESSION

210010	COMMON FIRE PROTECTION REQUIREMENTS
210553	BSD-IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND EQUIPMENT
211313	USER-WET-PIPE SPRINKLER SYSTEMS

DIVISION 22 – PLUMBING

220010	USER-COMMON PLUMBING REQUIREMENTS
220533	BSD-HEAT TRACING FOR PLUMBING PIPING
220553	BSD-IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
220716	USER-PLUMBING INSULATION
220719	BSD-PLUMBING PIPING INSULATION
221005	BSD-PLUMBING PIPING
221006	BSD-PLUMBING PIPING SPECIALTIES
224000	USER-PLUMBING FIXTURES AND EQUIPMENT

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

230010	USER-COMMON MECHANICAL REQUIREMENTS
230553	BSD-IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593	USER-TESTING, ADJUSTMENT AND BALANCING

230713	USER-MECHANICAL INSULATION
230900	USER-INSTRUMENTATION AND CONTROLS
231000	USER-NATURAL GAS PIPING AND SPECIALTIES
232000	USER-HYDRONIC PIPING, SPECIALTIES AND EQUIPMENT
232123	BSD-HYDRONIC PUMPS
232900	USER-ENCLOSED CONTROLLERS AND VARIABLE FREQUENCY DRIVE
233000	USER-DUCTS AND ACCESSORIES
233400	USER-FANS
233600	USER-AIR TERMINAL UNITS
235100	BSD-BREECHINGS, CHIMNEYS, AND STACK
235216	BSD-CONDENSING BOILERS
237400	USER-PACKAGED ROOFTOP UNITS
238127	BSD-SMALL SPLIT-SYSTEM COOLING
238230	USER-TERMINAL HEATING EQUIPMENT

DIVISION 26 - ELECTRICAL

260500	COMMON ELECTRICAL REQUIREMENTS
260510	DEMOLITION FOR REMODELING
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
262416	USER - PANELBOARDS
262726	WIRING DEVICES
265100	INTERIOR - EXTERIOR LIGHTING

DIVISION 27 – COMMUNICATIONS

NOT APPLICABLE

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

NOT APPLICABLE

DIVISION 31 – EARTHWORK

316300	STEEL PIERS
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END OF TABLE OF CONTENTS

SECTION 00 7000 - GENERAL CONDITIONS

PART 1 - GENERAL

- 1.1 The "General Conditions of the Contract for Construction," AIA Document A201, 2007 Edition, Articles 1 through 14 inclusive, is a part of this Contract, and is incorporated as fully as if here set forth.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

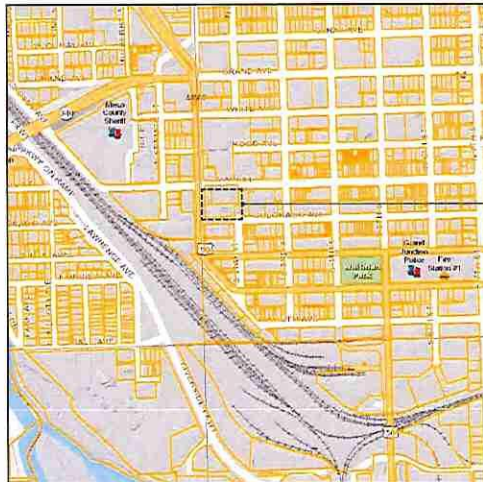
END OF SECTION 00 7000

LOCALITY MAP



VICINITY MAP

VICINITY MAP



PROJECT LOCATION

DRAWING LIST

GENERAL	
G001	COVER SHEET
G002	DRAWING SHEET INDEX
ARCHITECTURAL	
A001	NOTES, SYMBOLS, ABBREVIATIONS AND WALL TYPES
A002	CODE PLANS & CHECKLIST
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A022	PARKING LEVEL DEMO PLAN
A023	MAIN LEVEL DEMO PLAN
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A025	REFLECTED CEILING DEMO PLAN
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A404	INTERIOR ELEVATIONS
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E600	ELECTRICAL SCHEDULES
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E602	ELECTRICAL SCHEDULES

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TWO RIVERS
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DRAWING SHEET
INDEX

NO. ISSUED FOR: DATE:

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G002

ATTACHMENT D

Project Name: Two Rivers Convention Center Remodel
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ITEM #	DRAWING / SPECIFICATION SECTION	DESCRIPTION	REVIEWER	REVIEW DATE	A/E RESPONSE	RESPONSE DATE
1	A141	The section symbol 11/A611 does not apply to this plan sheet.	Andy C - FCI	1/3/19	It will be hidden, it does not apply.	1/3/19
2	A142 & A143	What does the "Squiggly" line represent? Is it the acoustical drapery?	Andy C - FCI	1/3/19	Correct, this is the acoustical drapery with sound board behind. Then why is it shown on the roof plan? They are shown on roof plan because they exist in the 3D model at the cut elevation of the roof on the ballroom's interior. They will be hidden and the sheets re-issued to minimize any potential confusion.	1/3/19
3	A161	Finish Note 10 calls for 2" Acoustic Sound Board at the bottom of the roof deck. There is currently faced batt insulation at the roof deck. What is to be done with the batt insulation? 	Andy C - FCI	1/3/19	Demo the existing batt insulation. Please include note on Addendum #2. Note has been included on re-issued sheet A023.	1/3/19
4	P101	Shows a Sump Pump to be added to the existing elevator. Is this correct? If yes, will it also require adding a Sump Pit?. Please Clarify.	Andy C - FCI	1/3/19	The sump pump is to be located in the new elevator at grid line B-4 not in the existing elevator. We will update as part of Add #1.	1/3/19
5	A301 & P101	A301 shows a Sump Pit in the new Elevator, but P101 does not show a Sump Pump for the new Elevator. Please clarify	Andy C - FCI	1/3/19	See above.	1/3/19
6	078100	The Project Manual has a sections for Applied Fire Proofing. Does the new Structural Steel need to be fire proofed? Does the existing Structural Steel need to be fire proofed?	Andy C - FCI	1/3/19	The fireproofing section applies to the elevator shaft only. This is a 2 hour enclosure with a 1 hr rated roof assembly. To achieve the 1 hr roof rating the bottom of deck will need to be fire proofed, see 2/A503.	1/3/19
7	14 2400, Part 2, 2.09, D	The elevator specifications state that the elevator is to be configured to run off ".....building-supplied standby power.....". I didn't find a generator on the plans. Can you confirm that the elevator is to run off of an emergency generator? If not shall battery powered lowering be provided?	Chris P - Thyssen Krupp	1/3/19	This verbiage will be deleted as part of Add #1. Provide battery power for lowering, it will not be connected to standby power.	1/3/19
8	APC1	Spec 095113, Part 2, 2.3 provides a basis of design for "APC". Is this meant to be APC1?	Andy C - FCI	1/7/19	Yes – this is meant to be APC1	1/7/19
9	APC2	Please provide specifications and color selections for APC2. There appears to be no Specifications for APC2.	Andy C - FCI	1/7/19	APC2 is not defined in the specifications. We will add that via addendum.	1/7/19

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10	2/A201	Window set between grid lines 1 and 2 is labeled "AL3" but the configuration does not match any window types as shown on A721. Please clarify.	Andy C - FCI	1/8/19	Window type AL-7 has been added to sheet A721 and will be re-issued with ADD #2.	1/17/19
11	12 2000, Part 2, 2.2, D, 2	The specified fabric is sheer and you will be able to see through it. Should the fabric be lined?	Charles G - Ambassador Blind	1/10/19	Yes the fabric is sheer so the sound will travel through to the acoustic sound board behind. There is no need to line the fabric.	1/16/18
12	A741	Color Schedule on plans say "match maple sample" – but nothing was provided in regards to the specifics like "plain sawn", or "maybe rift or quarter sawn". Please clarify. Can the Architect provide as sample to match?	Jason B - Concepts in Millwork	1/11/19	This should read "match architect's sample" The specification section 064023 Interior Architectural Woodwork identifies species, grade and cut	1/16/18
13	064023, Part 2, 2.2	The Red Oak Standing and Running trim applies to the Drapery Pocket, Vanity Mirror Trim, and the Vertical Slats over PLAM panels. Please confirm.	Jason B - Concepts in Millwork	1/11/19	Confirmed, it all applies to the wood panels in the corridor outside of the ballroom	1/16/18
14	064219, Part 2, 2.2, C	States Colors, Patterns, and Finishes "As scheduled on the drawings". However the drawings do not provide the information. Please provide Color, Pattern, and Finish for the PLAM Panels behind the Red Oak Wood Slats in the Corridor and the PLAM countertop in Office 116.	Jason B - Concepts in Millwork	1/11/19	Plam panels shall be Formica Brushed Black Aluminum	1/16/18
15	A021, P011, P101	The areas labeled with Demo Keynote 25 shown on A021 do not fully match with the plumbing as shown on P011 and P101. Please clarify.	Matt L - Skyline Contracting, and Chanz Weaver CW Construction	1/11/19	Areas have been updated and A021 will be re-issued with ADD #2. Verify field conditions and coordinate with plumbing drawings.	1/16/18
16	CCTV and Access Control	Please confirm the CCTV equipment and Access control equipment are to be by Owner. Contractor to provide Conduits and Pull String for the Cameras as noted on the Electrical plans	Dean P/Jason P - Ridge Elec/Commercial Specialists Inc.	1/14/19	Confirmed, this is correct.	1/21/19
17	S001	General Note 7 Foundations states "Foundation design is based on recommendations by Huddleston-Berry Engineering & Testing, LLC Job #XXXX-000X." Please provide an electronic copy of this report.	Gordon M - Mays Concrete Specialties	1/14/19	The General Notes are incorrect in the listing of the soils engineer. A geotechnical report was prepared by Geotechnical Engineering Group in November 2000 and has been provided by the owner. Since the report is 18 years old, we recommend that either GEG or another soils engineer verify and/or update any recommendations as necessary for the current scope of work.	1/21/19
18	316300, Part 1, 1.6, C	States "A current geotechnical report has not been prepared for this project. A qualified Geotechnical Engineer should be consulted to determine soils conditions prior to construction." Who is to pay for this design consultant work?	Gordon M - Mays Concrete Specialties	1/14/19	See the response to Item 17 above.	1/21/19

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19	S001	General Notes 7. B. (3) A. specifies 100kip service factor. Drawing S101 shows six (6) 30kip helical for the elevator and two (2) 20kip helical for column support. Drawing S101 shows four (4) screw piles along the north side of the building. Since these piles are not labeled I assume they are 100kip helical. Please describe what they are supporting and why they need to be 100kip screw piles.	Gordon M - Mays Concrete Specialties	1/14/19	The four helical piles on the north end may each be designed and installed for 20 kips service load.	1/21/19
20	316300 1.3 B.	This section requires signed and stamped calculations and drawings. This is almost impossible without a soils report to determine existing soils conditions. Please advise.	Gordon M - Mays Concrete Specialties	1/14/19	See the response to Item 17 above.	1/21/19
21	316300 1.3 D	This sections specifies a load test be performed. Where is the sacrificial helical for the load test to be installed? Is a load test really required? If so which helical load is to be used for the test?	Gordon M - Mays Concrete Specialties	1/14/19	The requirement for load testing should be verified by the soils engineer. Based upon previous projects in downtown Grand Junction, Lindauer Dunn is willing to waive the load test if the soils engineer agrees.	1/21/19
22	A022	This demo sheet does not show the slab on grade demo required for the Elevator or the new Column. Please provide corrected demo plans that show the demo extent for all below grade items including piping and foundations	Brady B - FCI	1/15/19	Re-issued with ADD #2.	1/16/18
23	S021	This sheet is labeled "Foundation Demo Plan" but shows now demo. Is this correct?	Brady B - FCI	1/15/19	The only foundation demolition besides what is noted in the Architectural Demolition plan is shown just north of Grid 0 on Sheet S101 of Addendum 01.	1/21/19
24	A021, P011, P101	<i>Similar to questions 15.</i> The demo plans are not clear as the extent of the slab on grade demo required for underground piping. The plumbing plans are not clear as to which section of pipe are underground and which sections of pipe are suspended from the deck above. Please provide plans that clearly define the extents of the demo and the pipe section locations.	Andy C - FCI	1/15/19	On plumbing drawing P101 work shown dashed is below ground and work shown solid is above ground. Overflow storm is all above ground. Primary storm ties in underground at two locations; once on the west of the garage along column 3 and again on the north of the garage between 3 and 4 and C and D. Work inside of the garage area storage room needs field verified. Intent is to relocate piping currently along the north wall of the space to realign with the new north wall location.	1/21/19
25	S102A (Addendum #1)	Appear to show structural steel members at grid line B, between GL's 5-6E and 6E-7E), but nothing is called out. Please clarify what this bold lines are.	Brady B - FCI	1/15/19	The masonry opening over the standard door to the south should be supported by an angle lintel per the loose lintel schedule on sheet S204. The large coiling door is shown to be 8 feet high, so no lintel is possible since the existing clear height below the main floor slab is only approximately 8'-1". The coiling door assembly should be provided to span the door width as needed.	1/21/19

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26	E201	Parking Garage Electrical plan shows new rough-in for security cameras. The entire lid of the parking garage is covered in rigid insulation. Is it acceptable to mount and run the conduit to the underside of the existing rigid insulation, or should FCI plan to remove the insulation, run conduit, and patch-back?	Brady B - FCI	1/15/19	Plan to remove insulation, run conduit and patch back.	1/21/19
27	Existing Storm Drain	<p>There is an existing square drain at the top of the loading dock ramp. This drain is approx.. at GL's B.3+5 and concrete is sloped to this drain. This drain will be directly under the new coiling door (opening 106) to the exterior and due to the slope around the drain, the coiling door may not provide a weather seal at the bottom. Please advise.</p> 	Brady B - FCI	1/15/19	Drain shall be removed and replaced with a new trench drain. Refer to addendum 2 drawings for information.	1/21/19
28	M102 Meeting Room 109	Has the proposed duct routing been coordinated with the structure for moveable partitions? Location of 28x28 medium pressure supply main appears to potentially conflict with the structural support of the partitions.	Richard H - Airtech	1/15/19	Concur with comment, this is likely a concern. Drawings will be updated to adjust location of main duct to avoid conflict. Field verify if this is acceptable or if two mains are required similar to existing.	1/21/19
29	M102 Lobby 100/Ballroom 102	Has a pre-balance measurement on the RTU been completed to verify the existing unit can accommodate the increased static pressure of the proposed ductwork and slot diffusers and transfer boots?	Richard H - Airtech	1/15/19	No, design has been based off original equipment information which indicates the existing unit has a capacity of 46,000 cfm @ 6" TSP. This should be sufficient. However, prebalance is always a good idea. Please provide alternate pricing to prebalance existing AC-1 rooftop unit as well as pumps P-7A and P-7B which will have added load.	1/21/19
30	M300	UH-1 is near an existing FCU that appears to be non-functional. Could the fan coil be demolished and UH-1 be installed in its place using the existing hot water connections?	Richard H - Airtech	1/15/19	Concur, that is the intent. Drawings will be clarified.	1/21/19
31	M600 VAV Box Schedule	Are the reheat control valves 2-way or 3-way? Control valve type not specified in schedule, Pumping appears to be primary-secondary, with secondary pumps serving each area. Most of the pumps appear newer with integral VFDs but it is unclear if the pumps are controlling to loop DP or are constant flow.	Richard H - Airtech	1/15/19	Concur, drawings will be clarified. Existing system is variable flow and intent is to use a majority 2-way control valves.	1/21/19

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32	New Boiler	Does the new boiler need combustion air piping or is air pulled from inside of the room?	Richard H - Cookeys Mech	1/15/19	Boiler shall be direct vented similar to existing boiler.	1/21/19
33	Overflow Storm Drain Piping	Does the new overflow storm drain piping need heat tape need heat tape installed, as well as the new storm drain piping.	Richard H - Cookeys Mech	1/15/19	Yes, provide heat tape and insulation on overflow storm piping exposed in garage.	1/21/19
34	M300	What size piping is the existing boiler loop and what size piping to the new boiler?	Richard H - Cookeys Mech	1/15/19	6" main loop and 2.5" boiler piping.	1/21/19
35	Natural Gas Pressure	What is the natural gas pressure in the building? Does the new boiler require a gas pressure regulator?	Richard H - Cookeys Mech	1/15/19	It appears to be low pressure gas and no regulator is required. Field verify and match installed condition of existing boiler.	1/21/19
36	P101	<i>Similar to questions 15 and 24.</i> By c and 4.1 lines, note 10 shows two underground lines extended to a new location. What size are those lines? Do they have drains or piping extending through the slab to be able to locate the lines? How do these lines terminate?	Richard H - Cookeys Mech	1/15/19	Work inside of the garage area storage room needs field verified. Intent is to relocate piping currently along the north wall of the space to realign with the new north wall location. This work does not appear on any existing drawings, but is believed to be sanitary drains from kitchen area.	1/21/19
37	A101	Note #16 States "Provide positive slope on all floor drains, minimum of 1/8" per foot. Slope floor all around from adjacent walls to floor drains, do not depress only the area immediately around the drain." Please clarify the desired method to obtain the slope. The specified 2x4 tiles will not bend or flex to achieve this.	Pat S - Gallagher's Flooring	1/16/19	The concrete and floor drain locations in rooms 125, 126, 127 and 128 are existing and the floor is not sloped. The note requiring slopes to drains does not apply at these locations.	1/17/19
38	S101 and S102	Please provide connection details for the HSS steel members added to the metal stairs in Addendum #1	Randy B - Western Precision	1/16/19	The details will be provided in Addendum 02.	1/21/19
39	84113, Part 2, 2.3, A	Calls for front set metal while the detail drawings show center set. Please clarify	Wayne F - Alpine Glass	1/16/19	Center glazing is requested at interior and exterior locations. Specification change will be reflected in ADD #2.	1/17/19
41	Door 101	Per the door schedule this is an existing door set that is to have new hardware installed. Has the Architect verified the new hardware will work?	Wayne F - Alpine Glass	1/16/19	Door 101 is to be replaced with a matching style that accepts the new and existing hardware as per the door hardware schedule. Note calling for a new door will be added to ADD #2.	1/17/19
42	A721 & A741	For Glass Type C what kind of mirrored glass is the Architect looking for? Mirror Pane or some kind of Solar Glass? Please clarify.	Wayne F - Alpine Glass	1/16/19	Mirrored pane incorporated in a double glazed insulated unit.	1/17/19
43	064023, Part 2, 2.4, A	What is the driving factor in requiring Fire Retardant Millwork in the Lobby and Corridor. Is it required? The cost for materials can be more then double.	Multiple Millwork Subs	1/16/18	The 2012 IBC is requiring that materials in the Lobby and Corridor be Class B Fire rated with a Flame spread index of 26-75 and a smoke development index of 0-450. Most untreated wood in my experience is Class C. If the untreated wood meets the Class B Fire rating requirements and the millwork sub has documentation for this it will be acceptable.	1/17/19

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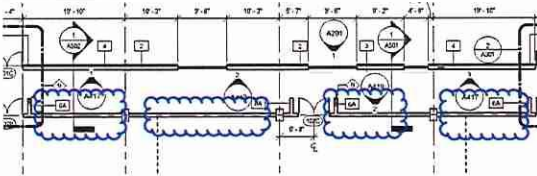
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44	220716, Part 3, 3.01, A. and 230173, Part 3, 3.02, A	Both specifications refer to an insulation schedule on the drawings. However there is no schedule on the drawings. Please provide an insulation schedule for both Divisions 22 and 23.	Jesse J - Alpine Mechanical Insulators	1/16/19	Concur an insulation schedule will be provided.	1/21/19

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45	P101	<div></div> <p>Note #7 states, "Pipe insulation only applies to the sanitary and storm piping in the garage area. Remove and replace existing insulation on storm and sanitary plumbing exposed in the garage. Provide and install heat trace on the existing sanitary and storm line prior to reinsulating. Typical." Most of the piping is located above the foam insulation on the ceiling, some is half in and half out of the foam. Please clarify extent of heat trace and re-insulation of piping. Is the intent to only reinsulate the area below the foam board, or to demo the foam board and reinsulate the entire pipe?. What about the sections of pipe fully above the foam board?</p>	Jesse J - Alpine Mechanical Insulators	1/16/19	Only remove and reinsulate with heat taping that piping which is partially or totally exposed. Piping above foam is not intended to be reinsulated.	1/21/19
46	A103	<div></div> <p>Please provide a wall type and designate on the plans the infill areas where the OHD were removed from the Ballroom</p>	Andy C - FCI	1/16/19	Wall Type 6A	1/17/19
47	1/A501 & 2/A501	Both sections state to "Reinstall EXG Clerestory Window" These windows do not get removed. Please correct the notation.	Andy C - FCI	1/16/19	Note has been corrected	1/17/19
48	Structured Cabling	Please confirm if Structured Cabling is to be included within the project performed by owner? Please provide specifications or narrative describing scope of work to include type of cabling and devices required for the bid.	Dean P - Ridge Elec	1/16/19	Structural cabling is to be included by electrical contractor.	1/21/19

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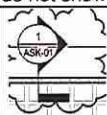
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49	Access Controls/Security System	Please confirm if Access Controls or Security System components are to be provided within this project or performed by owner?	Dean P - Ridge Elec	1/16/19	Coordinate with Owner and Low Voltage Contractor	1/21/19
50	Motorized Shade Control	Please describe the operation of the shade controls.	Dean P - Ridge Elec	1/16/19	Shade controls shall allow the light filtering and light blocking shades to go fully up, fully down and stop at any point in-between. Both shades should operate independently of each other. All light filtering shades shall operate together and all light blocking shades shall operate together. Shade controls shall have a master wall switch as located on the plans and interface with the lighting control system so they can also be operated with the I-pad that will control the ballrooms.	1/21/19

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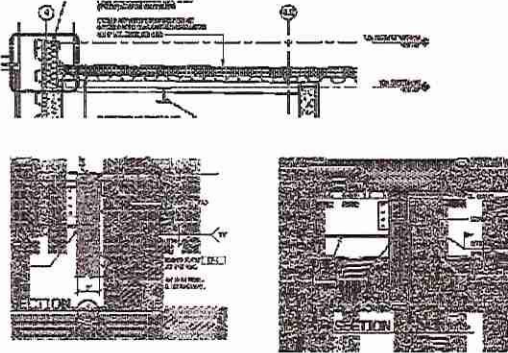
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51	Exit Lights	Please confirm that all exit lights and fixtures are to have a local battery supplied from the factory with a constant hot wire from the panel? EM lighting is shown to be circuited off the EHA panel in the basement main electric room. Please confirm that all EM lights (except exit signs) are to be switched and are not Night Lights?	Dean P - Ridge Elec	1/16/19	EM lights are to have either an emergency battery pack or inverter as shown on the luminaire schedules.	1/21/19
52	A123, A125, & A126	Sheets shows 20' mobile light trusses (QTY of 3). Please confirm if these are to be purchased and installed by the EC?	Dean P - Ridge Elec	1/16/19	Light truss is by Owner.	1/17/19
53	E202 General Note C	Mentions a Assisted Listening System. Please clarify the extent of work the Electrical Contractor is to include as it relates to this system?	Dean P - Ridge Elec	1/16/19	Coordinate with AV Contractor.	1/21/19
54	Fused Disconnect for EHA	Please clarify if the Fused Disconnect for EHA is existing to remain or new?	Dean P - Ridge Elec	1/16/19	Existing to remain	1/21/19
55	New Panel "LE"	Please confirm if new panel "LE" is to be located in the electric room on the parking level or on Main Floor?	Dean P - Ridge Elec	1/16/19	Main Floor in the Service Corridor, as shown on the drawings.	1/21/19
56	Pendant Light Cable Length	Please confirm the length of suspension cable required for the pendant lights in the ball room? Architectural Elevations suggest lights to be suspended from the structure to below the hollow metal "clouds", however the fixture schedule denotes 18" cord to be provided with the fixture?	Dean P - Ridge Elec	1/16/19	Verify with Architect and MH Lighting.	1/21/19
57	E400 Flag Note #2 added with Addendum #1	The monitoring of the panels was not included in the DD estimate and will add cost. Additionally the 30 day monitoring period may have an impact on the schedule and therefore cost.	Andy C - FCI	1/16/19	The panels need to be metered per Code. This was unknown at the DD time because no loads were entered,	1/21/19
58	A161, Floor Finishes, CONC - Sealed Concrete	Please provide specifications for sealed concrete "CONC".	Steve N - Design Floor Coatings	1/16/19	Specification section included in ADD #2.	1/21/19
59	ADD 2.04 Sheet A102	On sheet A102 a section of CMU wall type 9 was added between Storage/Utility. A022 only shows what appears to be the demolition of the existing wood wall. It does not show the demolition of the concrete paving (note 24) for the addition of a concrete footer. Similarly the Structural plans S101A and S102A do not show adding a footer or the wall. Please clarify.	Andy C - FCI	1/23/19	Sheets A022 has been updated to reflect the removal of the concrete slab at the existing wood wall, it is re-issued with ADD #3. Sheet A102 is also updated to match.	1/24/2019
60	ADD 2.06 Sheet A121	 This detail was added. Where is 1/ASK-01?	Andy C - FCI	1/23/19	It is included in Addendum #3.	1/24/2019

Project Name: Two Rivers Convention Center Remodel
Location: Grand Junction Colorado
Document Level: Construction Documents dated 12/21/18

UPDATED: 24-Jan-19

Pre-Bid Questions / Comments -

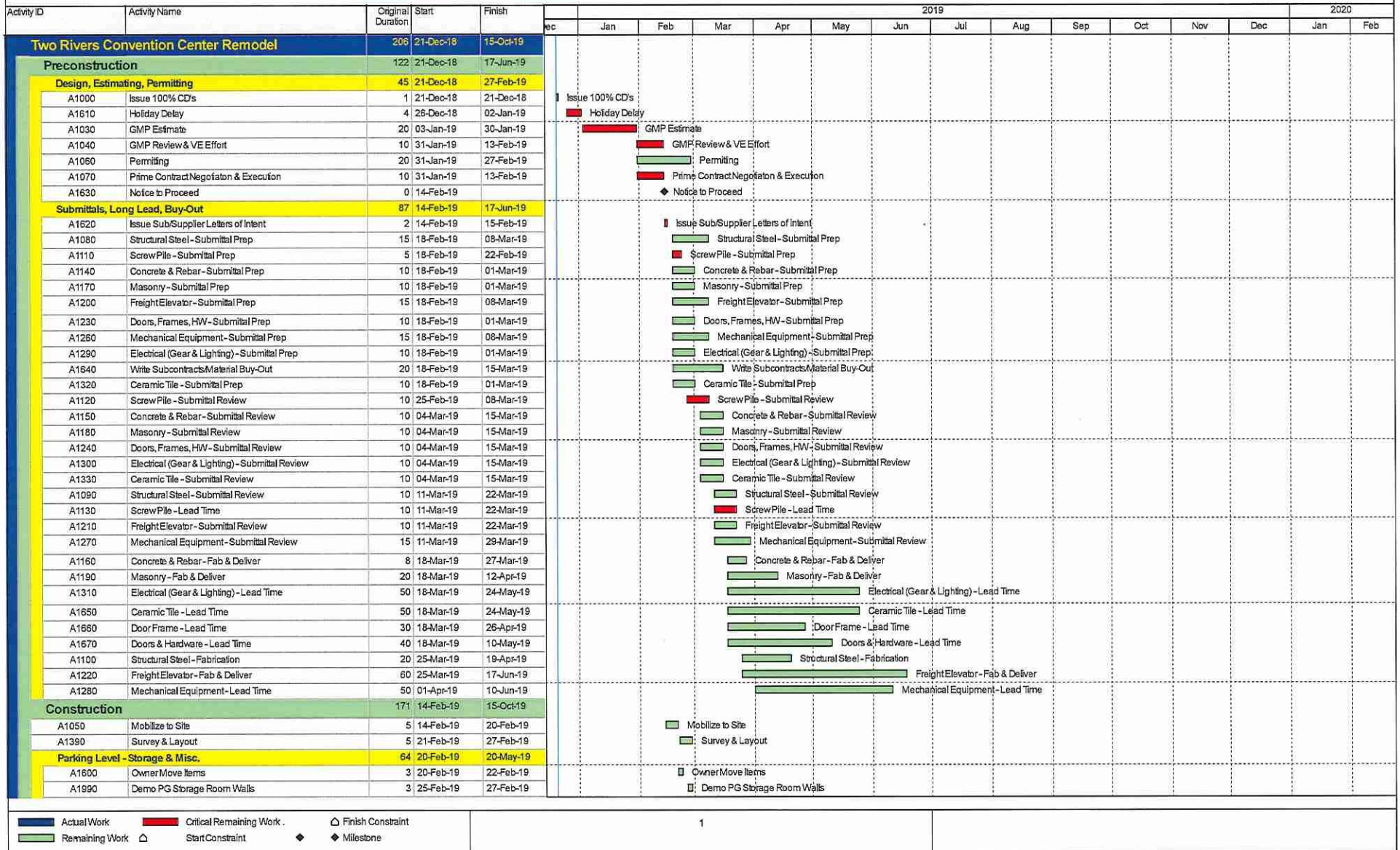
ITEM #	DRAWING / SPECIFICATION SECTION	DESCRIPTION	REVIEWER	REVIEW DATE	A/E RESPONSE	RESPONSE DATE
61	ADD 2.49	Provides a Geotechnical report from November of 2000. In addition to being 19 years old this report is not representative of the areas of construction for the 2019 Remodel Project. Will the Owner/Design team be providing a new report specific to the areas of construction for 2019 Remodel?	Andy C - FCI	1/23/19	The design team feels confident that no other geotechnical investigations are necessary at this time. The geotechnical report from 2000 represents soil conditions that are very similar to the soils generally observed in the downtown Grand Junction area.	1/24/2019
62	ADD 2.47	Provides a product specification for Preformed Joint Seals. Where is this product installed on the project? Please provide locations and details.	Andy C - FCI	1/23/19	It is installed at the top of the parking level storage CMU wall, see sheet ASK-01 with Addendum #3.	1/24/2019
63	A503 and S303	At the top of the Elevator Shaft the Architecturals and Structurals differ in the top of concrete elevation as well as the construction detail of how the angle, deck and top of wall interact. See below. Please clarify. 	Austin L - FCI	1/24/19	The 119'-3" structural dimension is correct, architecturals will be updated and re-issued with Addendum #3.	1/24/2019
64	ADD 2.08	States "Replace Sheet A123" but Sheet A123 was not included in the Addendum #2 plan package. Please clarify	Andy C - FCI	1/24/19	This was an incorrect entry, sheet A123 does not have any addendum changes as was not meant to be included.	1/24/2019
65						

ATTACHMENT F

Two Rivers Convention Center Remodel

FCI Constructors Inc.

18-Jan-19



Activity ID	Activity Name	Original Duration	Start	Finish	Precedence	2019												2020	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
A2010	Form & Pour Concrete Ramp to Walk-In Cooler	3	28-Feb-19	04-Mar-19				Form & Pour Concrete Ramp to Walk-In Cooler											
A2040	MEP Rough-In & Modifications	10	28-Feb-19	13-Mar-19				MEP Rough-In & Modifications											
A1980	Lay CMU Walls	14	15-Apr-19	02-May-19					Lay CMU Walls										
A2030	Install Ceiling Door	2	03-May-19	06-May-19					Install Ceiling Door										
A2000	MEP Trim	5	03-May-19	09-May-19					MEP Trim										
A2870	Doors & Hardware	1	03-May-19	03-May-19					Doors & Hardware										
A2020	Install CMU Head of Wall Structural Supports	3	08-May-19	10-May-19					Install CMU Head of Wall Structural Supports										
A3030	Head of Wall Fire Rating	3	13-May-19	15-May-19					Head of Wall Fire Rating										
A3040	Final Inspections & TCO	3	16-May-19	20-May-19					Final Inspections & TCO										
Service Corridor Addition		146	21-Feb-19	17-Sep-19															
A1400	Temp Barriers/Fencing at Parking Garage	3	21-Feb-19	25-Feb-19				Temp Barriers/Fencing at Parking Garage											
A1950	Owner Move-Out of Storage Areas	8	21-Feb-19	04-Mar-19				Owner Move-Out of Storage Areas											
A1410	Temp Walls at West North, East Sides of Ballroom	10	28-Feb-19	13-Mar-19				Temp Walls at West North, East Sides of Ballroom											
A1420	Cut & Demo Concrete Pavement at PG	3	28-Feb-19	04-Mar-19				Cut & Demo Concrete Pavement at PG											
A1430	Excavate for Pile Caps at PG	3	05-Mar-19	07-Mar-19				Excavate for Pile Caps at PG											
A1480	Subgrade Prep at Footings	2	05-Mar-19	06-Mar-19				Subgrade Prep at Footings											
A1500	Selective Exterior Demo	15	14-Mar-19	03-Apr-19				Selective Exterior Demo											
A1510	Demo Precast Walls - West Side	8	14-Mar-19	25-Mar-19				Demo Precast Walls - West Side											
A1520	Demo North Storage - Interior, Ext. Walls, Structure	15	14-Mar-19	03-Apr-19				Demo North Storage - Interior, Ext. Walls, Structure											
A1440	Install Screw Piles	4	25-Mar-19	28-Mar-19				Install Screw Piles											
A1450	Screw Pile Load Testing	2	29-Mar-19	01-Apr-19				Screw Pile Load Testing											
A1460	Form & Pour - Pile Caps & Footings	6	02-Apr-19	09-Apr-19				Form & Pour - Pile Caps & Footings											
A1940	Underground Plumbing for Elevator	3	03-Apr-19	08-Apr-19				Underground Plumbing for Elevator											
A1530	Form & Pour - Slab Edge Repairs	5	04-Apr-19	10-Apr-19				Form & Pour - Slab Edge Repairs											
A1930	Demo Precast Walls - East Side	8	04-Apr-19	15-Apr-19				Demo Precast Walls - East Side											
A1470	Form & Pour - Elevator Shaft Walls	18	10-Apr-19	03-May-19				Form & Pour - Elevator Shaft Walls											
A1540	Erect Structural Steel, Metal Decking, Set Steel Stairs	20	29-Apr-19	24-May-19				Erect Structural Steel, Metal Decking, Set Steel Stairs											
A1490	Patch-Back Concrete Pavement	3	03-May-19	07-May-19				Patch-Back Concrete Pavement											
A1550	Form & Pour Slabs-On-Deck	5	28-May-19	03-Jun-19				Form & Pour Slabs-On-Deck											
A1560	Exterior Framing	18	28-May-19	20-Jun-19				Exterior Framing											
A1960	Form & Pour Concrete Column at PG	4	28-May-19	31-May-19				Form & Pour Concrete Column at PG											
A1570	Install Exterior Sheathing	6	18-Jun-19	25-Jun-19				Install Exterior Sheathing											
A1730	Interior Framing	5	21-Jun-19	27-Jun-19				Interior Framing											
A1580	Install Weather Barrier	4	24-Jun-19	27-Jun-19				Install Weather Barrier											
A1590	Roof Carpentry & Blocking	3	26-Jun-19	28-Jun-19				Roof Carpentry & Blocking											
A1690	Install Rigid Insulation/Plywood at Exterior Walls	6	28-Jun-19	08-Jul-19				Install Rigid Insulation/Plywood at Exterior Walls											
A1720	Install Exterior Windows & Doors	15	28-Jun-19	19-Jul-19				Install Exterior Windows & Doors											
A1680	Roofing (New Roof Areas)	15	01-Jul-19	22-Jul-19				Roofing (New Roof Areas)											
A1700	Install Metal Wall Panels	15	22-Jul-19	09-Aug-19				Install Metal Wall Panels											
A1710	Install EIFS at Exterior	10	23-Jul-19	05-Aug-19				Install EIFS at Exterior											
A1840	Install Freight Elevator	15	23-Jul-19	12-Aug-19				Install Freight Elevator											
A1970	Dried-In	1	23-Jul-19	23-Jul-19				Dried-In											
A1740	MEP Wall Rough-In	5	24-Jul-19	30-Jul-19				MEP Wall Rough-In											
A1750	MEP Ceiling Rough-In	15	24-Jul-19	13-Aug-19				MEP Ceiling Rough-In											
A1760	Wall Insulation	2	31-Jul-19	01-Aug-19				Wall Insulation											
A1780	Install Ceiling Doors	4	31-Jul-19	05-Aug-19				Install Ceiling Doors											
A2050	Fire Sprinkler Rough-In	10	31-Jul-19	13-Aug-19				Fire Sprinkler Rough-In											
A1770	Hang, Tape, Finish Drywall	15	02-Aug-19	22-Aug-19				Hang, Tape, Finish Drywall											
A1910	Paint Exterior Metals	5	12-Aug-19	16-Aug-19				Paint Exterior Metals											
A1880	Freight Elevator Testing & Inspections	3	13-Aug-19	15-Aug-19				Freight Elevator Testing & Inspections											
A1790	Paint Exposed Ceilings	5	23-Aug-19	29-Aug-19				Paint Exposed Ceilings											

Actual Work

Remaining Work

Critical Remaining Work

Start Constraint

Finish Constraint

Milestone

2

[illegible]

Activity ID	Activity Name	Original Duration	Start	Finish	ec	2019												2020	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
A2450	Fire Sprinkler Modifications & Rough-In	6	05-Jul-19	12-Jul-19									█ Fire Sprinkler Modifications & Rough-In						
A2520	Patch Drywall at Existing Ceilings	3	05-Jul-19	09-Jul-19									█ Patch Drywall at Existing Ceilings						
A2510	Hang, Tape, Finish Drywall	8	08-Jul-19	17-Jul-19									█ Hang, Tape, Finish Drywall						
A2480	Paint Exposed Ceilings	4	15-Jul-19	18-Jul-19									█ Paint Exposed Ceilings						
A2590	Paint Walls & Soffits	4	19-Jul-19	24-Jul-19									█ Paint Walls & Soffits						
A2460	Install Ceiling Grid/Beam Ceilings	6	25-Jul-19	01-Aug-19									█ Install Ceiling Grid/Beam Ceilings						
A2540	Casework - Wall Panels/Slat Walls	10	25-Jul-19	07-Aug-19									█ Casework - Wall Panels/Slat Walls						
A2490	Ceiling Backing	2	02-Aug-19	05-Aug-19									█ Ceiling Backing						
A2580	Polish & Stain Concrete at Entrance	4	02-Aug-19	07-Aug-19									█ Polish & Stain Concrete at Entrance						
A2600	MEP Ceiling Trim-Out	6	02-Aug-19	09-Aug-19									█ MEP Ceiling Trim-Out						
A2470	Install 3-From Sail Features	3	06-Aug-19	08-Aug-19									█ Install 3-From Sail Features						
A2550	Install Carpet & Base	3	08-Aug-19	12-Aug-19									█ Install Carpet & Base						
A2610	MEP Wall Trim-Out	3	08-Aug-19	12-Aug-19									█ MEP Wall Trim-Out						
A2530	Doors & Hardware	3	13-Aug-19	15-Aug-19									█ Doors & Hardware						
A2620	Drop Ceiling Tiles	2	13-Aug-19	14-Aug-19									█ Drop Ceiling Tiles						
Roof Replacement		100	14-Feb-19	05-Jul-19															
A3020	Delay for Warmer Temps	65	14-Feb-19	15-May-19									█ Delay for Warmer Temps						
A3010	Roof Demo & Replacement	35	16-May-19	05-Jul-19									█ Roof Demo & Replacement						
Restroom Remodel		43	03-Jun-19	01-Aug-19															
Restrooms 125 & 128		43	03-Jun-19	01-Aug-19															
A2740	Disconnect Plumbing & Cap Piping	2	03-Jun-19	04-Jun-19									█ Disconnect Plumbing & Cap Piping						
A2750	Safe-Off & Remove Electrical	2	03-Jun-19	04-Jun-19									█ Safe-Off & Remove Electrical						
A2760	Remove & Salvage Owner Items (as applicable)	2	03-Jun-19	04-Jun-19									█ Remove & Salvage Owner Items (as applicable)						
A2770	Selective Demo - Tile, Vanities, Partitions, etc.	6	05-Jun-19	12-Jun-19									█ Selective Demo - Tile, Vanities, Partitions, etc.						
A2800	MEP Rough-In & Modifications	4	13-Jun-19	18-Jun-19									█ MEP Rough-In & Modifications						
A2780	Repair Walls (Drywall/Backerboard) and Prep for Tile	5	19-Jun-19	25-Jun-19									█ Repair Walls (Drywall/Backerboard) and Prep for Tile						
A2790	Drywall Patch - Ceilings	3	19-Jun-19	21-Jun-19									█ Drywall Patch - Ceilings						
A2810	Paint	4	26-Jun-19	01-Jul-19									█ Paint						
A2820	Install Tile (Wall & Floor)	10	02-Jul-19	16-Jul-19									█ Install Tile (Wall & Floor)						
A2850	Install Vanities	2	17-Jul-19	18-Jul-19									█ Install Vanities						
A2860	MEP Trim-Out	5	19-Jul-19	25-Jul-19									█ MEP Trim-Out						
A2840	Install Toilet Partitions	3	26-Jul-19	30-Jul-19									█ Install Toilet Partitions						
A2830	Install Specialties	2	31-Jul-19	01-Aug-19									█ Install Specialties						
Restrooms 126 & 127		23	01-Jul-19	01-Aug-19															
A2880	Disconnect Plumbing & Cap Piping	2	01-Jul-19	02-Jul-19									█ Disconnect Plumbing & Cap Piping						
A2890	Safe-Off & Remove Electrical	2	01-Jul-19	02-Jul-19									█ Safe-Off & Remove Electrical						
A2900	Remove & Salvage Owner Items (as applicable)	1	01-Jul-19	01-Jul-19									█ Remove & Salvage Owner Items (as applicable)						
A2910	Selective Demo - Tile, Vanities, Partitions, etc.	4	02-Jul-19	08-Jul-19									█ Selective Demo - Tile, Vanities, Partitions, etc.						
A2920	MEP Rough-In & Modifications	3	08-Jul-19	10-Jul-19									█ MEP Rough-In & Modifications						
A2930	Repair Walls (Drywall/Backerboard) and Prep for Tile	4	10-Jul-19	15-Jul-19									█ Repair Walls (Drywall/Backerboard) and Prep for Tile						
A2940	Drywall Patch - Ceilings	2	10-Jul-19	11-Jul-19									█ Drywall Patch - Ceilings						
A2950	Paint	2	16-Jul-19	17-Jul-19									█ Paint						
A2960	Install Tile (Wall & Floor)	8	17-Jul-19	26-Jul-19									█ Install Tile (Wall & Floor)						
A2970	Install Vanities	1	29-Jul-19	29-Jul-19									█ Install Vanities						
A2980	MEP Trim-Out	2	30-Jul-19	31-Jul-19									█ MEP Trim-Out						
A2990	Install Toilet Partitions	2	31-Jul-19	01-Aug-19									█ Install Toilet Partitions						
A3000	Install Specialties	1	01-Aug-19	01-Aug-19									█ Install Specialties						
Creek Meeting Room Mechanical		117	14-Feb-19	30-Jul-19															
A2720	Delay Start	96	14-Feb-19	28-Jun-19									█ Delay Start						
A2630	SetUp Finishes Protection	1	01-Jul-19	01-Jul-19									█ SetUp Finishes Protection						
A2640	Demo Ceilings & Soffits	2	02-Jul-19	03-Jul-19									█ Demo Ceilings & Soffits						
A2690	Remove Old RTU & Curb	2	05-Jul-19	08-Jul-19									█ Remove Old RTU & Curb						
Actual Work																			
Critical Remaining Work																			
Remaining Work																			
Start Constraint																			
Finish Constraint																			
Milestone																			

Activity ID	Activity Name	Original Duration	Start	Finish	ec	2019												2020	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
A2650	MEP Ceiling Rough-In/Mechanical Modifications	8	09-Jul-19	18-Jul-19								■	■						
A2700	Set New Curb & RTU	2	09-Jul-19	10-Jul-19								■	■						
A2710	Patch/Re-Flash Roofing	1	11-Jul-19	11-Jul-19								■	■						
A2680	Patch Drywall	3	19-Jul-19	23-Jul-19								■	■	■					
A2670	Paint Soffits & Touch-Up	1	24-Jul-19	24-Jul-19								■	■						
A2680	Patch Ceiling Grid	1	25-Jul-19	25-Jul-19								■	■						
A2730	Start-Up, TAB - RTU-1 (to allow reoccupancy)	3	26-Jul-19	30-Jul-19								■	■	■					
Close-Out		25	11-Sep-19	15-Oct-19															
A1350	FCI Deficiency List & Corrections	10	11-Sep-19	24-Sep-19															
A1890	Final Clean	6	17-Sep-19	24-Sep-19															
A1900	MEP Start-Up, TAB & Commissioning	10	18-Sep-19	01-Oct-19															
A1340	Final Inspections & Sign-Offs	5	20-Sep-19	26-Sep-19															
A1360	Punch List & Corrections	15	25-Sep-19	15-Oct-19															
A1370	Substantial Completion	0		26-Sep-19															
A1380	Final Completion	0		15-Oct-19															

■ Actual Work ■ Critical Remaining Work △ Finish Constraint
■ Remaining Work △ Start Constraint ◆ Milestone

ATTACHMENT G

FCI CONSTRUCTORS, INC.
STANDARD RENTAL RATES
 USE D-DAY W-WEEK M-MONTH
 APPLICABLE TO FCI OWNED EQUIPMENT ONLY

JOB: _____
 JOB NO.: _____
 PHASE: _____
 MONTH: _____

[illegible]

FCI CONSTRUCTORS, INC.
STANDARD RENTAL RATES
 USE D-DAY W-WEEK M-MONTH
 APPLICABLE TO FCI OWNED EQUIPMENT ONLY

JOB: _____
JOB NO.: _____
PHASE: _____
MONTH: _____

SURVEY										
LASER (LEVEL, ROTATING)	33.00	106.00	233.00							
ROBOTIC TOTAL STATION	225.00	810.00	2,695.00							
REBAR LOCATOR	27.00	78.00	162.00							
THEODOLITE	112.00	335.00	670.00							
TOTAL STATION	63.00	225.00	715.00							
TRUCKS/TRAILERS/STORAGE										
16' FLATBED TRAILER	120.00	240.00	485.00							
16' CARPENTER TRAILER (ENCLOSED)	120.00	240.00	485.00							
COMPRESSOR TR.	182.00	536.00	1,295.00							
GENERATOR TR.	150.00	450.00	1,300.00							
OFFICE TRAILER			450.00							
PICKUP			1,025.00							
PICKUP (ON SITE USE ONLY)			500.00							
PICKUP WITH SNOWPLOW										
STORAGE VAN (CON-X)	25.00	75.00	225.00							
TRASH DUMP TRAILER (12')	99.00	225.00	445.00							
WATER TANK WITH TRAILER	158.00	465.00	945.00							
BRUSH HOG TOW BEHIND	225.00	520.00	1,170.00							
TOOLS AND MISC.										
60# HAMMER AIR	76.00	227.00	490.00							
90# HAMMER AIR	95.00	250.00	540.00							
BACKFLOW PREVENTER/EQUIPMENT			225.00							
COMPACTOR JUMPING	107.00	330.00	590.00							
CORE DRILL 2"-5" (+BIT WEAR)	133.00	220.00	810.00							
DEMOLITION SAW	67.00	175.00	525.00							
DRYWALL TEXTURE SPRAYER (30 GAL)	44.00	113.00	335.00							
ELECT. HAMMER (T-905)	95.00	237.00	378.00							
HILTI VC 40-U WET/DRY VAC (DUST COLLECTOR)	22.00	87.00	260.00							
PAINT SPRAYER	76.00	225.00	452.00							
PALLET JACK	72.00	197.00	468.00							
PIPE INSPECTION CAMERA, 100'	175.00	800.00	2,000.00							
PLATE COMPACTOR	110.00	300.00	608.00							
PRESSURE WASHER	105.00	375.00	790.00							
RIDE ON FLOOR SCRAPER (ELECTRIC)	800.00	2,000.00	4,500.00							
ROTO HAMMER AND BITS	87.00	256.00	600.00							
TRASH CHUTE 30" DIAM WITH MOUNTING ACCESSORIES	68.00	234.00	675.00							
WELDER 200AMP	116.00	297.00	576.00							
WIRE FEED WELDER	39.00	116.00	232.00							
TOTAL										

* OR 1/2 THE VALUE OF THE BLANKET(S) WHEN USED FOR A SEASON, WHICHEVER IS LESS.

Revision 10/08/2018

** GPR is \$2,000.00/day; \$1000 / half-day (minimum charge)

*** Information Technology rate is \$245/month/ per user. Includes: Job Site based computers, iPads, tablets, IT hardware, and supporting software licenses & IT support.

**** For heaters less than 400,000 BTU, the D/W/M rate is a lump sum, regardless of quantity of heaters mobilized. These are small(er) units.

Submitted By: _____

Approved By: _____



**Request for Proposal
RFP-4458-18-DH**

**Two Rivers Convention Center Remodel
CM/GC**

RESPONSES DUE:

February 14, 2018 prior to 3:30 PM MST

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional Firms, interested in providing Construction Manager/General Contractor (CM/GC) services for the proposed remodel of the Two Rivers Convention Center. The City has selected Chamberlin Architects as the design firm. This proposal includes pre-construction services for work with the City and the Architect during design.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Site Visit/Briefing:** A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at Two Rivers Convention Center located at 159 Main Street, Grand Junction, CO on January 31, 2018 at 10:00am.**
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** **This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals.** (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603).

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to

this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.14 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the

documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.10. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.11. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

- 2.12. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** **Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than

five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

2.17. Liquidated Damages for Failure to Enter Into Contract: Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

2.18. Liquidated Damages for Failure to Meet Project Completion Schedule: CITY ONLY
If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.19. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments

will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.24. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If

within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.32. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.33. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.34. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.35. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.

- 2.36. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.37. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.38. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.39. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.40.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.40.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.40.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.43. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.46. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.47. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.48. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.49. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.50. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.51. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.52. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.53. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.54. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.55. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.56. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.57. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.58. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.59. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.60. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

- 2.61. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.62. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.63. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.64. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.65. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.66. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.67. Definitions:**
- 2.67.1. "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.67.2. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.

- 2.67.3. The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.67.4. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.67.5. "Owner" is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.67.6. "Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.67.7. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.68. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.69. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If

Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17- 101(2)(a).

"Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include

coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of: ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** The general scope of services to be obtained as a result of this RFP includes preconstruction services, value engineering, construction management ("CM") and general contractor ("GC") services relative to the remodel construction of the Two Rivers Convention Center Facility. The selected CM/GC will work collaboratively with Owner's architect and City project staff. The selection of the CM/GC is expected to be concluded and approved by the City Council in March of 2018.

The time line for this project is ambitious. All planning, design and construction efforts will be expedited to the extent possible. The Owner intends to establish a Not to Exceed Price for all Pre-Construction Services, and a Guaranteed Maximum Price for the Construction portion of this project. .

- 4.2.** The total project budget (including design and construction) is estimated at approximately \$6,000,000.
- 4.3. Designer:** The Owner has selected Chamberlin Architects as the design firm for this project. The Owner shall require maximum collaboration by the Architect, the Construction Manager/General Contractor and the Owner's project staff to insure value engineering through constructability assessments, during the preconstruction phase, as well as the construction phase of the project.

4.4. Special Conditions/Provisions:

4.4.1 Term of Contract: By submitting a response to this RFP, the proposer agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Council may terminate all or part of this Contract immediately without further liability.

4.4.2 Pricing/Fees: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Contractor shall submit pricing as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project.

Also see Section 5.0, paragraph I.

- 4.5. Scope of Services:** The general scope of services to be obtained as a result of this RFP includes preconstruction and Construction Services. These services shall consist of the following:

Pre-Construction Services

- a. Design Consultation During Project Development – Attend regularly scheduled meetings with the Architect and the City during design development, and development of construction documents, to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including alternative designs or materials, preliminary budgets and possible economies. Consult with the City and the Architect to finalize construction-phasing plans based upon the preliminary project plan included with the Construction Manager's original proposal. Present schedule and cost associated with each plan. The Construction Phasing Plan must consider construction feasibility, availability of materials and labor, coordination with the City's on-going activities on the Project sites, and other factors related to time, cost and safety.
- b. Scheduling – Develop a Project Time Schedule that coordinates and integrates the Architect's design efforts with construction schedules. Update the Project Time Schedule incorporating details for the construction operations of the project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples and delivery of products requiring long lead-time procurement.

The schedule shall include the City's other construction activities (i.e. Abatement, FF&E, Data/Telecommunications and Temperature Controls) necessary for coordination and occupancy requirements showing portions of the Project having occupancy priority.

- c. Site Investigation – After receiving Construction Documents, Construction Manager shall conduct a walkthrough of the project to familiarize itself with the proposed Scope of Work and document the existing conditions of the facilities and/or site. The Construction Manager shall provide a written report to the City of any discrepancies or issues and their affects to the project identified during the site investigation walk through.
- d. Construction Estimate – Prepare a construction estimate for the work based on a quantity survey of drawings and available specifications. Update and refine the construction estimate for the City's approval and acceptance as the development of the drawings and specifications proceeds. Provide detailed construction costs estimates at the completion of 100% Schematic Design (SD) and 100% Design Development (DD) documents produced by the Architect. Estimate shall include the bid amounts and construction contingencies.
- e. Guaranteed Maximum Price shall be submitted for approval upon completion of the Construction Documents.
- f. Value Engineering (VE) – At the end of both Schematic Design (SD) and Design Development (DD), Construction Manager shall complete a technical review and analysis of systems and materials being considered in the design to produce the greatest value for the least cost, including life cycle analysis.
 - (1) Design Review/Coordination of Contract Documents – Conduct a formal review of 100% Design Development documents produced by the Architect. These reviews shall address estimated cost, completeness of design, coordination of documents, and construction feasibility and work phasing and shall include detailed reviews of the structural, mechanical, plumbing and electrical work described. A written report of findings, including recommended revisions and/or value engineering proposals, shall be submitted to the City and the Architect within one week of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by the City are acknowledged by the Architect and incorporated in all subsequent documents presented and in the final Construction Documents.
- g. Construction Logistic Plan – Throughout the course of design & bidding, develop (with the input from the Architect and City) options regarding the execution of the work that will be performed within the existing occupied facility. Upon the completion of design, and as part of the amendments to the contract sum, document and/or identify in the appropriate detail as required and/or approved by the City, construction sequencing and actions required to mitigate adverse effects to ongoing daily operations of areas affected by construction activities.
- h. Subcontractor Pre-Qualification – Develop and implement a subcontractor pre-qualification process, with the cooperation and approval of the City and the Architect. Recommend early pre-qualification of critical subcontractors as deemed advisable,

especially for mechanical and electrical work.

- i. Labor – Analyze the types, quantity and availability of appropriate categories of labor required for various phases of the Project.
- j. Bidding – The Construction Manager shall establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Solicit and receive competitive and responsible bids on the Work from qualified subcontractors and materials suppliers, pursuant to bidding procedures acceptable to the City.
- k. Conferences – In concert with the City and the Architect, conduct pre-construction conferences with successful subcontractors.

Construction Services

- a. Pre-Construction Conference – Prior to the commencement of work, the Construction Manager shall submit to the Architect and the City in reasonable detail and format acceptable to the Architect and the City, copies of the following documents:
 - 1. Submittal log and schedule.
 - 2. Request for Information (RFI) form and log format.
 - 3. Request for Change Order form and log format.
 - 4. List of inspections required by the Contract Documents.
 - 5. Quality Control (QC) plan.
 - 6. Safety plan.
 - 7. Copies of required permits.

Upon review of the above documents by the Architect and the City, the Construction Manager shall facilitate a Pre-Construction Conference and establish project procedures and construction schedules.

- b. Project Control – Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the City and Architect in order to complete the Project in accordance with the City's objectives of cost, time and quality.
- c. Staffing – Maintain, at the Project site, a competent staff as approved by the City, to coordinate, provide overall direction of the Work, and monitor progress of the subcontractors on the Project. Assign to the Project, for the duration of the Work through correction of punch-list, a full-time competent Superintendent and any necessary assistants, as satisfactory to the City, in accordance with executed Amendments and/or Construction Managers General Conditions. The Superintendent shall not be changed except with the consent of the City. The Superintendent shall see that the Work is carried out in accordance with the Contract Documents and shall be full time and/or shall be present on the project site during the execution of all work associated with this Agreement unless authorized by the City.
- d. Organization – Establish, document and communicate an on-site organization and lines of authority in order to carry out the overall plans of the Project team.

- e. Coordination – Establish and implement procedures for coordination among the City, Architect, subcontractors and the Construction Manager with respect to all aspects of the Project. Schedule and conduct weekly progress meetings with the Architect and the City. Construction Manager shall be responsible for recording and distribution of meeting minutes
- f. Schedule Monitoring and Updating– Provide regular monitoring and monthly updating of the schedule as construction progresses. Identify potential variances between scheduled and projected completion dates. Review schedule for work not started or incomplete, and recommend to the City and Architect, subcontractors adjustments in the schedule to meet the scheduled completion date.
- g. Change Orders – Develop and implement a system for the expeditious review and processing of Change Orders. Propose necessary or desirable changes in the Scope of Work to the City and the Architect, review requests for changes, submit recommendations to the City and the Architect and negotiate Change Orders with subcontractors.
- h. Permits – Secure all necessary permits, licenses and inspections for the proposed completion and execution of the Work. Coordinate and schedule all inspections. Create and maintain a log of all inspection including copies of all “sign-offs.”
- i. City’s Consultants/Contractors – If required, assist the City in the coordination of a surveyor, testing laboratories other special consultants, telecom/data, temperature controls and other contractors contracted directly to the City involved with work associated with contract documents.
- j. Safety Measures – Establish procedures and measures for the safety of persons and property at and around the site of the Work. Assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- k. Quality Control Program – The Construction Manager shall establish and maintain a Quality Control (QC) Program specific to the Project. The QC program shall consist of the Construction Manager’s QC organization, the project specific QC plan, QC meetings, the phases of control, submittal review and approval, testing and inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations compliance with the requirements of the Contract Documents.

Quality Control is the responsibility of the Construction Manager. This Quality Control is not to be mistaken for the Quality Assurance Program provided by the City (construction materials testing & Inspection services, Architect/Engineer observations, City roofing consultant, City test & balance services, etc.. These City-provided inspection and/or observation services are for the purpose of verifying the Construction Manager’s Quality Control.

- l. Contract Interpretations – Refer all questions, in writing, relative to interpretations of design intent to the Architect. Construction Manager shall implement an effective system for recording and tracking questions (RFI) and responses through final resolution

and distribution to all parties concerned. At the weekly progress meeting, Construction Manager is to identify any critical questions (RFI) that may impact either schedule, cost or quality of the Project.

- m. Material Submittals, Shop Drawings and Samples – In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of material submittals, shop drawings and samples.
- n. Reports and Project Site Documents – Record the daily progress of the Project in a daily log available to the City and the Architect. Submit, on a weekly basis, written progress reports and summaries of meetings to the City and the Architect, including information of the subcontractors' work, labor resource levels by trade, safety violations, inspections or tests and the percentage of completion of item relative to the Project Schedule.
- o. Record Documents – Maintain at the Project site, on a current basis, records of all contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and any other documents and revisions thereto which arise out of the Project or the Work.
- p. Start-Up and Training - With the City's maintenance personnel, schedule and direct the checkout of utilities, operating systems and equipment for readiness and assist in their initial start-up and testing by the appropriate subcontractor, representative or authority.
- q. Attic Stock - Turn over to the City all keys and maintenance/attic stocks required by the Contract Documents.
- r. Warranty – During the one-year warranty period, which starts at the date of Substantial Completion, perform two (2) warranty inspections, 1 each at 6 months and 11 months, and ensure that Work which proves defective or deficient during such time is corrected either by the subcontractors or such other means as shall be required. Administer the one-year warranty period by the City's Warranty Work Request process.

4.6. Site Visit/Briefing: A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at Two Rivers Convention Center located at 159 Main Street, Grand Junction, CO on January 31, 2018 at 10:00am.**

4.7. RFP Tentative Time Schedule:

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| • Request for Proposal available | January 18, 2018 |
| • Mandatory Site Visit | January 31, 2018 |
| • Inquiry deadline, no questions after this date | February 7, 2018 |

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|------------------------------------|----------------------|
| • Addendum Posted | February 9, 2018 |
| • Submittal deadline for proposals | February 14, 2018 |
| • Owner evaluation of proposals | February 15-22, 2018 |
| • Interviews (if required) | February 28, 2018 |
| • Final selection | March 2, 2018 |
| • City Council Approval | March 21, 2018 |
| • Contract execution | March 22, 2018 |
| • Work begins no later than | March 26, 2018 |

4.8. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to I:**

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. Information provided shall include but is not limited to:
- Organizational chart of company and/or project team
 - Identification of key personnel
 - Professional qualifications, resumes and functions of personnel who will be assigned to the project
 - Specific related project experience of personnel
 - Personnel availability and time commitment proposed to meet the project schedule
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed CM/GC management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems you propose to use in the execution of this project:
- Cost control
 - Schedule control
 - Quality control (value engineering, methodology)
 - Value Engineering

The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are

accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.

- D. Current and Anticipated Workload:** Describe your current workload and expectations in coordinating your current projects, anticipated projects and this project.
- E. Capability/Performance:** Provide brief project descriptions and histories that delineate your ability for at least four (4) projects completed in the past five years with a similar size and scope to this project. Provide as a minimum:
- Project description
 - Project budget at SD and DD
 - Guaranteed Maximum Price
 - Total dollar amount of change orders (exclusive of change of scope change orders)
 - Completed project cost inclusive of all change orders, final contractor fees, and general conditions.
 - Gross square footage, number of stories, and number of parking spaces
 - Major structural system(s)
 - Special or unique conditions, systems, characteristics, etc.
 - Original and actual construction schedule comparisons
 - Owner's representative name and contact information
- F. Bonding Capacity:** Provide proof of bonding capacity for this project including CM/GC fees along with current and anticipated project workloads.
- G. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience CM/GC projects of similar scope and size.
- H. Fee Proposal:** The construction duration for this project will be determined during the course of design and the development of the "Construction Logistics Plan". Contractor shall submit pricing as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:

1. Fee & Pre-Construction Services

The Construction Manager fee shall include all job indirect costs, home office overhead and profit, including, but not limited, to the following:

- a Salaries benefits and taxes or other compensation of the Construction Manager's employees at the principal office and branch offices;
- b General operating expenses of the Construction Manager's principal and branch offices other than the field office;
- c Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Project;
- d Overhead or general expenses of any kind;

- e Salaries of the Construction Manager's principal(s) or branch office employees when at the field office in whatever capacity employed and such employees when engaged on the road in expediting the production or transportation of materials and equipment;
- f Cost of data processing services required in the performance of the Work;
- g Cost of the premium for all insurance which the Construction Manager is required to procure by this Agreement or is deemed necessary by the Construction Manager;
- h Minor expenses such as facsimile messages, telegrams, long distance telephone calls, express mailing and similar petty cash items in connection with Pre-construction and/or the Construction Services;

2. General Conditions

The Construction Manager General Conditions shall include all job direct onsite management costs including, but not limited, to the following:

- a Onsite Staff – Project Manager, Project Superintendent, Assistant Superintendent(s), Office/Field Engineers, Field Inspectors, and Secretary. All onsite employees of the Construction Manager with the exception of self-performed work authorized by the City and bid in accordance with this agreement, shall be considered staff and shall be identified within the General Conditions and not part of the “Direct Cost of the Work”.
 - b Onsite Equipment and office expenses – personal computers, copy machine, fax machine, first aid supplies, office or trailer rental, storage trailer, telephones, generators (for construction manager's office), radios and office furniture, facsimile messages, telegrams, long distance telephone calls and mailings;
 - c Onsite Services – temporary toilets, project sign, bulletin boards, street / walk / parking lot cleaning / snow removal and trash removal;
 - d Onsite Utilities – temporary enclosures / weather protection, temporary building heat, temporary electrical service, temporary gas and power charges and temporary water;
 - e Safety – safety programs, handrails and toe boards, fire extinguishers, temporary stairs, construction fencing and covered walkways;
 - f Insurance and Bonds – errors and omissions, general liability, workers' compensation, FICA, federal and state unemployment and performance and payment bonds and builders risk;
 - g Miscellaneous – project photographs, warranty inspection and coordination.
- I. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take

into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Performance CM/GC
- Necessary resources/Capacity & Availability
- Strategy & Implementation Plan
- References
- Fees

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

6.3 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews.

6.4 Award: Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM

Bid Date: _____

Project: RFP-4458-18-DH "Two Rivers Convention Center Remodel CM/GC"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Request for Proposals, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Solicitation Response Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Scope of Services, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____



Purchasing Division

ADDENDUM NO. 1

DATE: February 9, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Two Rivers Convention Center Remodel CM/GC RFP-4458-18-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Regarding the Two Rivers Convention Center remodel project, can you advise if the City of Grand Junction is going to solicit for commissioning services for the MEP systems? And if so then will the services be solicited by the city directly or an owner's representative?

A. If it is determined that these services are needed for the work to be performed (design plans and overall scope have yet to be developed), it shall be responsibility of the CM/GC to provide such services.
2. Current existing plans for Two Rivers Convention Center may be accessed at the following site, and utilizing the login and password provided as follows:

ftp.chamberlinarchitects.com

login: TwoRiversCC
password: Cham1727

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a horizontal line.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

**CM/GC PROPOSAL FOR
REQUEST FOR QUALIFICATIONS
CITY OF GRAND JUNCTION
TWO RIVERS CONVENTION CENTER REMODEL**



TO:
Duane Hoff Jr., Senior Buyer
City of Grand Junction
Purchasing Department

FROM:
FCI Constructors, Inc.
3070 I-70B, Bldg. A
Grand Junction, CO 81504

Ed Forsman
President
eforsman@fciol.com
970.434.9093
907.434.7583fax

Due: February 14, 2018



\$ million of municipal construction completed (company-wide, 10 years)



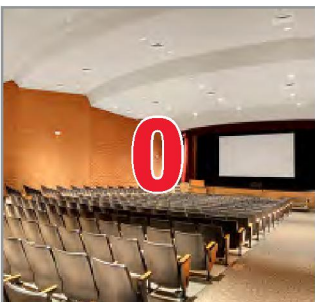
Successfully completed projects with the City of Grand Junction / Mesa County



Our current Experience Modification Rate



of FCI employees vested in your project's success



of delay claims, liquidated damages, administrative proceedings or hearings

February 14, 2018

Duane Hoff Jr., Senior Buyer
City of Grand Junction
Purchasing Division
250 N. 5th Street
Grand Junction, CO 81501

Re: Two Rivers Convention Center Remodel CM/GC

Dear Mr. Hoff,

FCI Constructors, Inc. (FCI) is pleased to submit our qualifications for the Two Rivers Convention Center Remodel. FCI's proven performance in delivering projects of similar scope on time and within budget make us the perfect team member for the successful delivery of this project.

In our 39 year history, FCI has completed multiple projects with the City of Grand Junction, the most recent being the Orchard Mesa Fire Station No. 4, the Avalon Theatre Addition and Renovation and the Lincoln Park Stadium Improvements. FCI is proud of our history of long standing relationship with the City of Grand Junction and our track record of successfully delivering construction projects to the City of Grand Junction and Mesa County for nearly four decades. We look forward to continuing our relationship and delivering another high quality project within budget and on schedule and we offer our genuine appreciation for the opportunity to be of service to the City of Grand Junction and are truly excited about the prospect of continuing our relationship.

We are proposing the FCI team of Brady Blackmer, Project Manager and Austin Leismer, Superintendent. Brady has worked on several high-profile renovation projects with the City such as the Lincoln Park Stadium Renovation and the Avalon Theatre Addition and Renovation. Austin Liesmer has recently completed complex renovation projects for both the Roaring Fork School District and the Summit County School District. Together this team posses the knowledge and experience to successfully deliver the Two Rivers Renovation project on time and within budget to the City of Grand Junction.

When FCI was founded it was with the philosophy that we would be a client focused organization. We are firmly committed to making your vision a reality and to stay focused on that at all times. Our company is employee owned and as such each proposed team member has a vested interest in making sure your project is successful and your expectations are met if not exceeded. We are grateful to be considered as the CM/GC Team for this project. Please consider this submission a verification of our firm's ability to staff the project adequately and to successfully deliver the project you envision. I will be serving as the principal contact person, my contact information is listed below. Please feel free to contact me should you require any additional information.

Sincerely,

Ed Forsman
President
FCI Constructors, Inc.
3070 I-70B, Bldg. A
Grand Junction, CO 81504
Phone: (970) 434-9093



B. QUALIFICATIONS/EXPERIENCE/CREDENTIALS



Ed Forsman
President



Brad Keller
Vice President Operations



Michael Saks
Corporate Safety Director



Evan Walton
LEED® AP
Pre-Construction



Brady Blackmer
Project Manager

Brady is your primary contact during the pre-construction, construction and warranty phases of the project. All information will be processed through him, which provides a consistent, single point of contact and responsibility from start to finish and eliminates the learning curve during turnover from pre-construction to construction operations.



Austin Leismer
Project Superintendent

Project Engineer

Project Coordinator

Staffing Roles & Responsibilities:

BRAD KELLER, VICE PRESIDENT OF OPERATIONS

Brad will continually monitor the project from pre-construction to project closeout, as well as make routine site visits to ensure FCI and subcontractor resources are properly allocated. Brad will provide support to Brady Blackmer, the Project Manager, as necessary to ensure Owner satisfaction and project success.

BRADY BLACKMER, PROJECT MANAGER

Brady's your primary contact during all phases of the project. All information will be processed through him, which provides a consistent, single point of contact and responsibility from start to finish and eliminates the learning curve at the point of turnover from pre-construction to construction operations. He will coordinate and schedule weekly meetings as necessary during pre-construction and construction phases to make certain that all involved Team Members are informed as to what decisions need to be made in the time frames necessary to keep the project on track for success.

Project management is much more than controlling costs, completing a project on-time, setting quality standards and ensuring that we provide a safe jobsite. It's how our team approaches the project that sets us apart from our competition. Long before we discuss schedule, costs and / or quality, it's important that we understand the client's vision and goals to create a team that is built on integrity, experience and trust. Through effective communication with the team, we'll have a clear and precise understanding of the client's expectations which will allow us to move forward successfully.

Being the primary contact during the project allows Brady the opportunity to implement the project execution plan developed during the design and pre-construction phases. During construction his primary responsibility is to ensure project success in the areas of schedule, budget, quality, safety and client satisfaction.

The majority of the projects Brady has managed are for municipal facilities. Regardless of the size, scope, or delivery method, Brady consistently impresses his clients, colleagues, and coworkers with his detailed and thorough project management.

AUSTIN LEISMER, PROJECT SUPERINTENDENT

Austin's construction management experience will be invaluable to this project. His knowledge of construction logistics and the elements required to successfully renovate existing facilities

while neighboring buildings remains functional will be helpful to the team in establishing priorities during the design and pre-construction phases. During construction, Austin's ability to coordinate with multiple users and our field crews will benefit the project by encouraging open communication and keeping the process running smoothly.

EVAN WALTON, PRE-CONSTRUCTION MANAGER FCI CONSTRUCTORS, INC.

Evan will oversee the operations of the pre-construction team for this project. He will be responsible for the final document review, budgeting, and coordination of subcontractor bids and correspondence when construction phases are approved. Evan will also perform the quantity take-offs, pricing consolidation, bid analysis, value engineering and research necessary to ensure accurate estimates throughout the pre-construction process. He will work with subcontractors and suppliers who can provide the latest product information and constructability and life-cycle analyses for specified materials.

Evan has extensive experience providing pre-construction services and estimating renovation projects. Evan recently provided pre-construction services for the Summit High School and Middle School Additions and Renovations, the New Columbine Middle School for the Montrose School District and the New Alternative High School for Mesa County Valley School District 51. His intricate knowledge of renovation construction as well as his expertise in the value engineering options and alternatives will be of great benefit to the City and Two River's construction budget. Evan is based out of the Grand Junction office and will be dedicating 10-15 hours a week or as much time required to successfully deliver pre-construction services for the Two Rivers Convention Center project.

PROJECT ENGINEER FCI CONSTRUCTORS, INC

The Engineer will be responsible for the management of all contract documents, to include contract and subcontract administration, RFI's and submittal review. He/She will ensure that all contract documents are kept up-to-date and that all pertinent and new information is distributed and understood by the necessary trades and end users. He/She will coordinate with the MEP Specialist and will also track material delivery dates to ensure that the project is kept on schedule. The Project Engineer will be on-site full time once construction commences.

B. QUALIFICATIONS / EXPERIENCE / CREDENTIALS

MICHAEL SAKS, CORPORATE SAFETY DIRECTOR

Michael is FCI's Safety Director. He is responsible for monitoring and maintaining OSHA and Quality Assurance compliance on FCI projects. His 14 years of experience in construction inspection, quality control and safety compliance ensure a high standard of quality and job safety on all FCI projects. Michael will make regular site visits as part of his routine inspection operation.

Brady Blackmer

PROJECT MANAGER, FCI CONSTRUCTORS



Brady began his career with FCI Constructors in 2009 on the \$191 million St. Mary's Century Project. Over the last nine years he has worked as a Field Engineer, Superintendent and now Project Manager. As Project Manager, Brady has successfully managed several addition and renovation

projects. He recently completed the DeBeque PK-12 Addition and Renovation and multiple renovations for Pitkin County. We selected Brady as the Project Manager for the Two Rivers Remodel project because of his experience working on the Avalon Theatre and Lincoln Park Stadium Improvements. All projects were completed on tight site on an occupied campus or with surrounding businesses.

His past clients will attest to his willingness to go above and beyond to ensure his client's receive the best customer service and that his client's best interests are at the forefront of every decision.

Current Commitments: Brady is currently managing the Pitkin County Sheriff & Administration Building to be completed in June 2018, the Summit Middle School Additions and Renovations to be completed in August 2018 and the Pitkin County Ambulance Facility to be completed in July of 2019.

WITH FCI SINCE

– 2009

IN CONSTRUCTION SINCE

– 2008

EDUCATION

– BS Construction Management
Colorado Mesa University

REFERENCES

– Trent Prall
Engineering Manager
City of Grand Junction
970-256-4047
– Woody Bates
Summit County
School District
(970) 368-1052
– Alan Dillon, Superintendent
DeBeque School District 49JT
(970) 283-5418

REPRESENTATIVE PROJECTS

- Pitkin County Sheriff's Station and Administration Building - Aspen, CO (\$18,125,526)
- Pitkin County 911 Dispatch Call Center - Aspen, CO (\$719,714)
- Pitkin County Basalt Office Renovation - Basalt, CO (\$295,596)
- Pitkin County Health & Human Services Renovation - Aspen, CO (\$166,234)
- Pitkin County Jail Remodel - Aspen, CO (\$384,627)
- Pitkin County Remodel of Vectra Bank Building- Aspen, CO (\$179,329)
- Pitkin County Ute City Building Remodel - Aspen, CO (\$215,538)
- DeBeque PK-12 School Addition/Renovation- DeBeque, CO (\$14,842,572)
- Ross Montessori Charter Academy- Carbondale, CO (\$4,813,078)
- St. Mary's Hospital Trauma CT Replacement - Grand Junction, CO (\$1,056,785)
- St. Mary's Advanced Medical Pavilion Renovation- Grand Junction, CO (\$2,102,921)
- St. Mary's Hospital Century Tower Infrastructure & Shell Floor Build-Out - Grand Junction, CO (\$23,106,341)
- Avalon Theatre Addition/Renovation - Grand Junction, CO (\$8,027,948)
- Colorado Mesa University Houston Hall - Grand Junction, CO (\$10,752,932)
- Lincoln Park Stadium Improvements - Grand Junction, CO (\$9,445,953)
- 8th & Cooper Multi-Use (Library and Parking Garage) – Glenwood Springs, CO (\$8,664,281)
- 9th & Cooper Parking Garage – Glenwood Springs, CO (\$3,658,545)
- General Surgeons of Western Colorado - Grand Junction, CO (\$2,640,277)
- St. Mary's Hospital Century Project - Grand Junction, CO (\$193,440,823)

Austin Liesmer

SUPERINTENDENT SUMMIT MIDDLE SCHOOL



Bringing 28 years of construction management experience, Austin joined the FCI team in 2014. His resume includes extensive construction management and renovation experience. We selected Austin as the Superintendent for the renovation of Two Rivers Convention Center because

of his ability to successfully manage large, complex addition and renovation projects. Austin recently completed the \$11 million renovation to the Basalt Middle School, the \$7.8 million renovation of Bea Underwood Elementary. Both of these projects consisted of interior and exterior renovations similar to the scope of the Two Rivers Convention Center.

Current Commitments: Austin is currently the Superintendent on the Summit Middle School Additions and Renovations. This project is scheduled to be completed the end of August.

WITH FCI SINCE

– 2014

EDUCATION

- OSHA 10-Hour
- OSHA 30- Hour
- Certified Fork Lift Operator

IN CONSTRUCTION SINCE

– 1987

REFERENCES

- Desi Navarro, EIT
Senior Project Manager
NV5
(303) 902-4047
- Joshua Thomas
World Architects and
Engineers (303) 928-8800
- Greg Macik
TAB Associates, Inc.
(970) 766-1470
- Quentin Odes, PE
BKBM Engineers
(763) 843-0440
- Damond Culver
Director of Facilities
& Maintenance
Garfield County
School District No. 16
(970) 260-1663
dculver@garfield16.org

REPRESENTATIVE PROJECTS

Summit County Middle School Additions & Renovations - Frisco, CO Project Cost: \$15,486,095

– Construction of three additions and renovation of 35,000 SF of the existing school. Mechanical, electrical and low voltage upgrades, replacement of door hardware and security. Site work includes the reworking of the bus loop and the parking areas and reworking the main school entrance to address traffic congestion.

Basalt Middle School - Basalt, CO Project Cost: \$11,906,928

– School renovation (82,611 SF), and addition (3,935 SF), included complete remodel of the middle school including auditorium, two new additions and new site circulation.

Garfield County School District No. 16 School Bond

Issue Project - Bea Underwood Elementary School

– This 65,248 Sf elementary school was renovated starting in January 2016 and was completed in August of 2016. The renovations include energy saving measures including new roofing and roof insulation, new low E windows throughout, and new LED lighting. The new lighting system is controlled by a district wide lighting control system that includes occupancy sensors and daylight harvesting devices. The central HVAC system was completely renovated including new boilers, air handlers, chiller, pumps, new hydronic piping, updated BAS controls, rebalanced and commissioned by a 3rd party commissioning agent. Plumbing piping throughout the building was replaced and new fixtures installed. New flooring was installed in the classrooms, corridors, bathrooms, locker rooms and gymnasium. A new security vestibule was added along with new security cameras and new addressable fire alarm system. The site work was completely re-done to help with drop off flow and parking. This school is slated for completion in August 2016.

Williams Midstream Solvay Office

Building Renovation - Parachute, CO

Project Cost: \$400,000

– Williams Solvay Chemical Plant office building consisted of a second floor renovation and tenant finish of approximately 16,000 sf. There was also a renovation to a small portion of the first floor that included card readers, locks, one room of carpet and some minor demolition and paint.

United States Postal Service Annex Renovation, Grand Junction, CO

Project Cost: \$1,500,000

– Demolition and renovation of the entire site. Selective demolition of interior of an existing pre-engineered building. Renovation of the entire interior of the existing building. Addition of canopies to existing pre-engineered metal building and site signage.

Evan Walton

PRECONSTRUCTION MANAGER, FCI CONSTRUCTORS



As pre-construction manager, Evan will manage the pre-construction services and estimates for the Two Rivers Convention Center Renovation project. His primary responsibility will be to coordinate a procurement strategy that meets the City's goals. Evan will oversee the quantity take-offs, pricing,

bid analysis, value engineering and research performed by FCI's estimating staff to ensure accurate estimates throughout the pre-construction process.

As your pre-construction manager, Evan will ensure that most accurate and relevant pricing is integrated into your project budgeting process. His strong relationships with the subcontracting community benefits your project by allowing FCI to choose from the most qualified subcontractors with available resources, saving you time and money.

WITH FCI SINCE

– 2003

IN CONSTRUCTION SINCE

- 2002

EDUCATION

- B.S. Construction Science & Management
Kansas State University
- LEED® Accredited Professional

REFERENCES

Colleen Kaneda
NV5
(303) 351-5045

Woody Bates
Summit County School District
970-368-1052

REPRESENTATIVE PROJECTS

- Summit County School District Middle School Renovation Project - Frisco, CO
- Summit County School District High School Addition & Renovation - Breckenridge, CO
- Glenwood Springs Elementary Addition/Renovation - Glenwood Springs, CO
- Glenwood Springs Middle School Renovation - Glenwood Springs, CO
- Carbondale Middle School Renovation - Carbondale, CO
- Two Rivers Community School Addition/Renovation - Glenwood Springs, CO
- RFSD - Phase 1 Improvements - Carbondale, Basalt, Glenwood, CO
- RFSD - Phase 3 Improvements - Carbondale & Basalt, CO
- Montrose School District RE-1J New Columbine Middle School - Montrose, CO
- Divide County District Improvements - Crosby, ND
- Missouri Ridge Middle School - Williston, ND
- Mesa County Valley School District New R5 Alternative High School- Grand Junction, CO
- Garfield County School District 16 Bond Improvements - Parachute, CO
- Pitkin Library Addition/Renovation- Aspen, CO
- Independence Charter Academy- Grand Junction, CO
- St. Mary's Hospital Tower Floor Build-Out Project Grand Junction, CO
- Primary Care Partners Renovations - Grand Junction / Fruita, CO
- Garfield County Library Main Branch - Glenwood Springs, CO
- Central High School Renovation – Grand Junction, CO
- West Middle School Renovation – Grand Junction, CO
- Colorado Mountain College Eagle River Valley Academic Center- Edwards, CO
- Colorado West Mental Health Facility – Grand Junction, CO
- St. Mary's Hospital CT Scan and Support – Grand Junction, CO
- St. Mary's Hospital Parking Structure – Grand Junction, CO
- St. Mary's Hospital Cardiac Cath Lab Remodel – Grand Junction, CO
- St. Mary's Hospital Century Project – Grand Junction, CO
- The Cottages at The Commons Assisted Living Complex – Grand Junction, CO



C. STRATEGY & IMPLEMENTATION PLAN

THERE ARE TWO DOCUMENTED FACTS THAT ATTEST TO THE SUCCESS OF FCI'S PRE-CONSTRUCTION PHASE SERVICES: 1) WE HAVE NEVER FAILED TO REACH A MUTUALLY ACCEPTABLE GMP WITH A CLIENT AND 2) THE FINAL GMP ESTIMATES ON OUR CM/GC PROJECTS HAVE AVERAGED ABOUT 2% BELOW OUR PREVIOUS ESTIMATES.

Experience has shown us that the most important service we provide is guidance at every stage of the project, from design through successful completion. Therefore, our approach to CM/GC work is based on a proven philosophy wherein the Owner, Architect and FCI agree to work together as a cohesive team.

Our approach to the Two Rivers Renovation will require an intense focus on the preconstruction planning, budgeting, and construction scheduling to ensure that each project is positioned for success.

FCI will be represented at Design meetings to provide input as requested from the User's, Design Team, and Owner's Representative. Our involvement in these early meetings allows us to listen in and take note of critical input from project stakeholders. This in turn provides us with valuable first hand information when preparing early budgets.

We understand that command of technical issues alone does not assure successful project execution and that we must also have a command of the non-technical and people issues. With that in mind, we begin every project with the goal of positioning all Team members to be successful. We identify early on in the design phase:

- Roles and responsibilities of each Team member.
- Goals and expectations of each Team member.
- All project stakeholders.
- Lines of reporting and communication.

- Critical project-related issues.

FCI's proven approach to controlling cost, schedule and quality starts from day one of the design/pre-construction phase of the project.

We will develop a budget estimate based upon the Concept/ Schematic documents within 3 weeks of them being provided to FCI. As further estimates are provided they will contain comparisons in pricing between alternative materials or systems, as necessary. Our budget and schedule will be reviewed and revised at progressive stages to update previous information and to incorporate any value engineering elements accepted by the District. The GMP will be prepared per the direction of the City, and will be validated by vendor and subcontractor pricing to the greatest extent possible.

The project may require early procurement packages that will be submitted with the GMP estimate. These early sub packages will be competitively bid and results reviewed with the City in the same "Open Book" manner.

We initiate the Value Engineering (VE) process, if necessary, including a VE report issued to the Team for review and action. Our approach to VE is not merely to cut cost but rather to enhance the value of the project through select revisions to items such as:

- Building systems selection.
- Materials – selection/suitability and local availability.
- Procurement strategies.

C. STRATEGY & IMPLEMENTATION PLAN

- Constructability issues.

Each of these views will be tempered with questions such as ‘What are Two River’s needs?’ and ‘What options bring the greatest value to the City?’

Another pre-construction activity undertaken by the FCI team includes detailed document/constructability reviews of the design documents. We will not only identify coordination issues and challenges, but more importantly, we will develop solutions. We look for critical issues such as:

- Development of a Logistics Plan including crane locations, staging/laydown areas, site access, protection of the public and delivery traffic.
- Completeness and clarity of the design documents.
- Coordination of the design documents amongst disciplines.
- Phasing or sequencing of the work – to maximize manpower resources.
- Pre-fabrication/Pre-assembly – Minimizes on site labor and can potentially shorten the construction schedule, usually with better quality control.

We also view this part of our pre-construction services as the initial phase of our overall project quality assurance program.

FCI ensures the transition from Pre-Construction to Construction will be seamless due to the fact that your Project Manager, Brady Blackmer and Superintendent Austin Liesmer will be involved with Pre-Construction.

Their efforts during Pre-Construction will allow them to hit the ground running once construction commences. They will know the project and its challenges from the beginning.

Clear and concise communication throughout the pre-construction process to weekly construction meetings in the field will enable the success of each and every one of these projects.

Subcontractor Selection

Pre-qualification of subcontractors is completed at bid time to optimize cost, quality and safety, and to verify necessary licenses, insurance and bonding. FCI is committed to bidding out each trade to a minimum of three subcontractors. In order to ensure that each subcontractor

will have the same level of information available to them FCI will advertise, and make information about the project known to the general public. Subcontractors that are capable and compatible with bidding the project will be contacted at least two weeks before the bid day. This is an Invitation to Bid offering information about the project and a contact name and number at our office if the receiver is in need of any further information. Using this method allows all subcontractors contacted an equal chance to participate in bidding, if they are interested. If a business does not use a fax machine or have access to email, FCI’s estimators will contact the company by phone and determine their interest in the project. We will then provide documents in accordance with sensitive secure information policies necessary for all bidders to complete a thorough and accurate bid for their scope of work. This will eventually narrow down the selections by trade, by geographical area or simply to those companies that are interested in bidding on the project.

Quality Control & Subcontractor Management

The procedures listed below outlines FCI’s method of subcontractor coordination, project construction management and quality control.

- Pre-qualification of subcontractors is completed at bid time to optimize cost, quality and safety, and to verify necessary licenses, insurance and bonding.
- Subcontract schedules are integrated into the project master schedule so work may be performed in a productive and cost-effective manner with limited interference.
- Legally binding subcontracts clearly define the scope of work, terms and conditions, and milestone dates.
- Coordination of subcontracts between various crafts enhances communication and cooperation. Close monitoring ensures that standards of safety, quality and performance are met.
- Subcontract costs are committed when the subcontract is written, providing early cost control.
- A schedule of values is developed for invoicing.
- Subcontract progress is verified and accurate, and payments (less retention) are made in a timely fashion. Lower tier lien releases are required.

C. STRATEGY & IMPLEMENTATION PLAN

FCI's Subcontractor Management/Quality Control program is designed to provide supervision, inspection and testing of all items of work, including that of suppliers and subcontractors, to ensure compliance with applicable specifications and drawings. Compliance applies to FCI-furnished equipment, materials, workmanship, construction, finish, functional performance and identification.

Prior to the commencement of construction activities, a pre-installation meeting will be conducted by FCI with the subcontractors. We communicate and establish the ground rules for workmanship. In numerous cases, mock-ups will be constructed by the respective subcontractors. The mock-ups are inspected and reviewed for quality and conformance with the design documents. Once approved, these become the benchmarks against which all further work can be measured for quality conformance.

In addition, weekly coordination meetings with subcontractors are conducted by FCI's Superintendent. This is another means of providing direction regarding expectations for overall quality workmanship, final detailing and trim out.

It is FCI's goal to exceed our clients' expectations. We are committed to not only starting strong, but to finishing strong as well. As a last back-check of workmanship (and prior to the walk-through by the Design Team), FCI will conduct its own pre-punch list review of the installed work. If any deficiencies are identified, a Pre-Punch Work List is prepared and distributed to the respective subcontractors, along with the schedule for completion.

FCI takes a proactive approach to warranty work or any potential post-construction issues. We will periodically visit with the maintenance staff to develop an open line of communication. This promotes early detection of any issues that may come up, so they can be addressed promptly before they impact building operations or systems.

Schedule Control

FCI's project schedule control system begins with the Project Manager and Superintendent's analysis of the scope of work to be completed. This analysis allows FCI to obtain a clear understanding of each portion of the project, which leads to a list of all necessary pre-construction and construction activities.

After these activities are identified, they are linked using predecessor-successor relationships. The information is then incorporated into FCI's Primavera Professional (P6) scheduling management software to produce a Critical Path Method (CPM) schedule. The CPM schedule allows us to isolate the

essential project work per week and to make sure that non-essential items do not interfere with essential items. P6 is highly sophisticated, yet easy to understand, has vast capability in project development, display and management layouts.

In addition to the CPM schedule, 'Five Week Short Interval' schedules are prepared by the Superintendent for weekly subcontractor coordination meetings. Short interval schedules enable our Subcontractors to be certain of start and finish dates, permitting them to manage their resources effectively.

Project schedules are updated regularly by entering actual start and finish dates, as well as percentage of work completed per activity and then recalculating the schedule. Continual monitoring of actual progress relative to planned progress allows FCI to assess potential and actual impacts to the schedule and to determine necessary corrections.

Cost Control Systems

Accurate and timely cost control data is critical in maintaining the project budget. FCI will format cost reporting to the City as required to provide for transparency needs.

Job Cost Set Up

After the budget has been established, a job cost control is set up in CSI format allocating dollars to budget codes for specific tasks including labor, material, subcontractors and suppliers. These budgets are then distributed and reviewed by field personnel authorized to purchase material and administrate subcontracts.

Labor Costs

All FCI labor is collected and cost coded by the Project Superintendent. This information is then reviewed and approved by the Project Manager and turned over to our Payroll Manager, who enters the data to run payroll. Once this data is entered, a job labor report is generated and distributed to the Project Manager and Project Superintendent on a weekly basis. The report is reviewed for accuracy and potential overruns at an early stage when corrective action measures can be implemented to mitigate cost overruns. This allows FCI's team to manage labor costs effectively and maintain the overall labor budgets.

Supplier and Material Costs

All purchased material invoices are collected by the Project Superintendent and checked for quantity and pricing. The Superintendent then codes and forwards them to the Project Manager. The Project Manager checks for accuracy and correct coding, he approves them and forwards them to accounting for

C. STRATEGY & IMPLEMENTATION PLAN

processing.

Supplier Applications for Payment are received in the home office and are directed to the Project Manager. The Project Manager checks against current Purchase Agreement amounts and previously paid amounts to verify with the Superintendent that the material is on site, undamaged and is properly stored. He then cost codes the Pay Application and forwards it to accounting for processing.

Subcontractor Pay Applications are handled in much the same way as Supplier Pay Applications. The only difference is their current work status and schedules are reviewed to ensure that all work is on schedule and consistent with the amount requested. If work is behind schedule the payment process may be delayed until that Subcontractor implements a recovery plan. The Pay Request is then forwarded to accounting for processing. Accounting also checks the current application against current subcontract amounts and previous pay requests to avoid any errors.

Once all the above cost data is collected and entered, a job cost variance report is generated on or about the 10th of each month. This report is distributed to the Project Manager and Superintendent for review. The Project Manager or Superintendent may also request a job history report for further scrutiny. The job history report details every transaction for a particular project.

The above system serves as a check and balance to ensure accurate and timely cost reports, which are essential to the overall success of a project. All of these reports will be made available to the City of Grand Junction upon request.

Change Order Management

FCI's philosophy on changes and change orders is to minimize impact while looking for opportunities to offset any time and/or cost implications. This is first approached by taking a proactive stance in researching documents. We begin with fundamentals, such as comparison between engineering disciplines. We look for apparent conflicts between various elements and strive to seek resolution on paper before any materials are ordered. We pay special attention during the submittal phase to ensure that components are coordinated within a project, thereby eliminating surprises down the road.

As changes arise, we research and present all pertinent information and options. In the event that the City initiates changes, FCI processes pricing quickly so that decisions can be made to minimize any ripple effects. In either instance, the

Team then openly discusses whether an increase or decrease in the contract amount is necessary to accommodate the change.

Information Management & Software

With an open-book policy, FCI makes all information available to the client, at their request, regarding any pricing received at subcontractor bid time, self-performed work pricing, billings during construction, or any other documentation related to the project. During construction, monthly reports are generated detailing project expenditures.

Teamwork is essential for the success of any project and yours is no exception. Our teamwork strategy is straightforward. Keep all team members well-informed, designate a single point of contact to keep all information flow clean and consistent, and meet regularly to make sure all team members stay focused on current project tasks and goals.

FCI utilizes the latest technology to allow your Project Team to professionally manage your project. We use OST (on-screen takeoff) software combined with a custom database of historical costs, for estimating, Primavera Project Planner for Enterprise (P6) for critical path scheduling, and Timberline software for cost tracking and reporting. FCI also employs a Prolog Converge Site to allow all Team members to share information in a timely manner and to increase our speed and the accuracy of communication. FCI field teams utilize iPads and Surface tablets to enable real time tracking of daily project progress. This enables our field teams to collaborate more efficiently with subcontractors and Design Consultants. FCI has also implemented ShareFile, which allows our employees to manage data in the field, enabling them to send and receive large files easily and more efficiently.

Closeout & Warranty

We are committed to not only starting strong, but to finishing strong as well. We understand that our final actions on site leave a lasting impression with our Clients. FCI takes a proactive approach to warranty work or any potential post-construction issues. We will periodically visit with the maintenance staff to develop an open line of communication. This promotes early detection of any issues that may come up, so they can be addressed promptly before they impact building operations or systems.

At project completion FCI will ensure the following:

- Timely completion of punch list items.
- Timely delivery of complete Operation & Maintenance manuals and as-built documents.

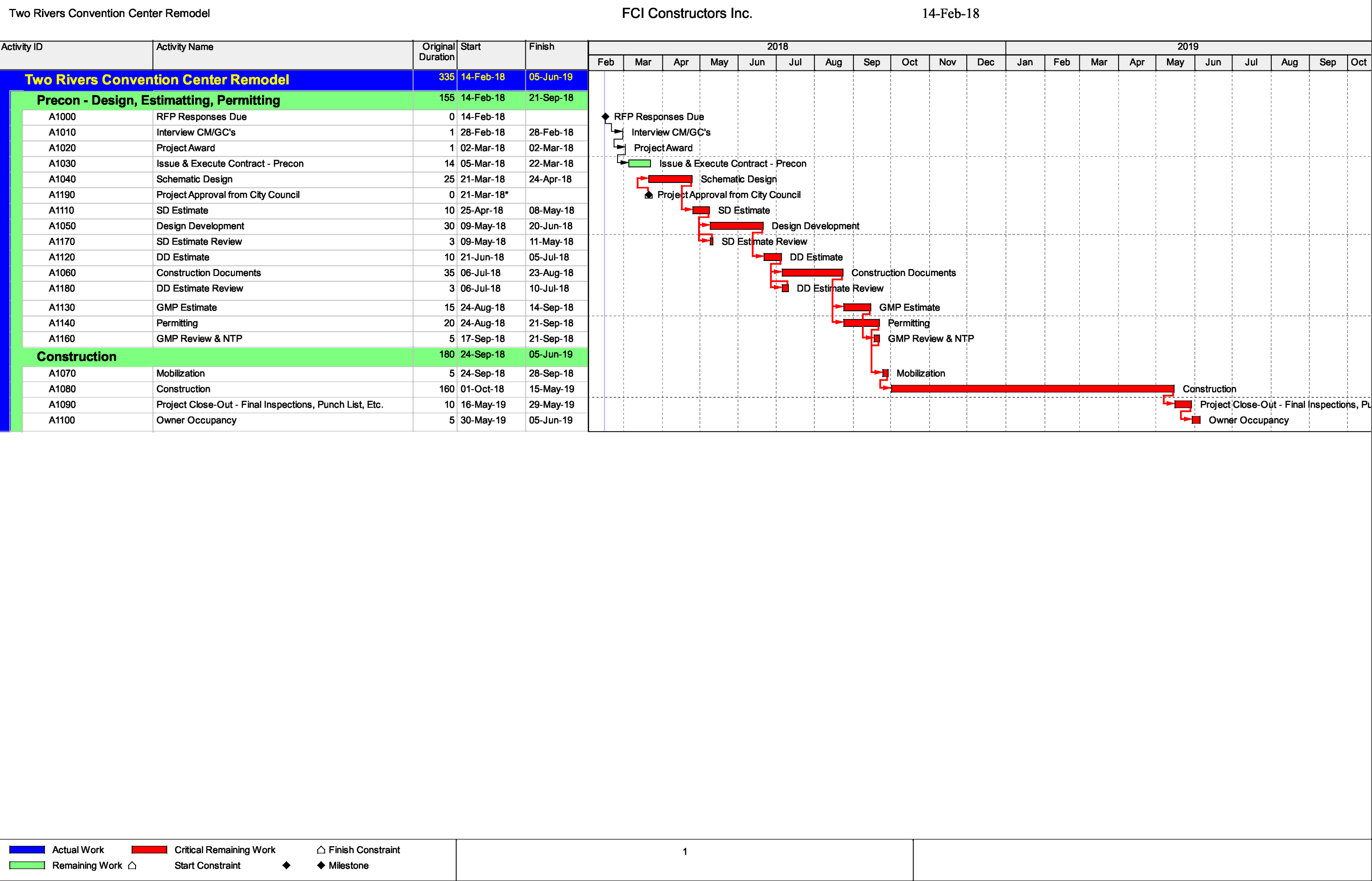
- Thorough and complete owner training. Owner training of desired systems will be digitally recorded and delivered to the District with the closeout documentation.

Our commitment to quality does not end when we de-mobilize and leave the project site. FCI is on call throughout the warranty period. We will schedule a walk-through of the project with the City of Grand Junction at month 11 of the typical 12 month warranty period. We want to know first-hand if there are any potential warranty issues. Our commitment to client satisfaction continues through the warranty period and beyond.

Time Schedule

A preliminary/estimated project schedule to complete our implementation plan immediately follows this page.





D. CURRENT AND ANTICIPATED WORKLOAD

D.CURRENT & PROJECTED WORKLOAD

PRE-CONTSTRUCTION:

Currently FCI's Grand Junction Office has 24 projects in pre-construction with a total of \$197,300,000

CURRENT CONTSTRUCTION:

Current Workload for FCI's Grand Junction Office:

Total Under Contract = \$325,145,079

Total Billed to Date = \$214,809,610

Amount to Complete = \$110,335,469

Avalon Theatre Renovation

GRAND JUNCTION, COLORADO



DESCRIPTION OF SERVICES PROVIDED

After a competitive bidding process, FCI Constructors was awarded the 2013 Avalon Theatre Renovation project. The construction costs of project came in \$1,000,000 over the Avalon Foundation's budget. After a strong preconstruction collaboration between FCI Constructors, the Design Team, The Avalon Foundation, Grand Junction Downtown Development Authority and City of Grand Junction, the project was brought back to budget and groundbreaking commenced on August of 2013.

Construction Highlights:

- New seating - new, comfortable seating as well as additional capacity
- Roof repair
- Acoustic improvement
- Full addition and build-out
- Shell build-out for the multi-purpose room
- Core & shell for improved patron amenities (lobby, bathrooms, concessions, etc.)
- ADA and life safety code compliance
- HVAC, plumbing, and mechanical improvements
- Digital audio / visual

This was a very challenging renovation in the fact that the original building was 90 years old. The renovation consisted of a new concrete slab-on-grade, structural steel framing. The addition consisted of helical pier foundation, grade beams, slab-on-grade, and structural steel framing.

The mechanical system upgrades consisted of a split system

AC cooling units at select locations, (2) constant volume packaged roof top units, (1) variable volume packaged roof top unit (sound attenuation on all AHU's), variable air volume terminal units, (2) condensing boilers and hydronics system, side-arm domestic water heater, exhaust fan, large (up to 6' in diameter) mechanical duct at the renovation.

Special systems included: deluge fire sprinkler system at auditorium stage, extensive vibration isolation systems, emergency lighting transfer system, extensive isolated grounding system for AV equipment, house lighting dimmer panel, extensive AV systems, acoustical paneling and drapery, electric traction elevator.

OVERALL CONSTRUCTION COST OF PROJECT

Project Budget at SD & DD: N/A (Hard-Bid)

Original Contract Amount: \$6,269,780

Final Contract Amount: \$8,034,526

Total \$ of Change Orders Exclusive of Change of Scope Orders - \$0

SCHEDULE HISTORY & TIMELINESS

The Avalon project started construction on August 23, 2013 and was completed on schedule in September of 2014.

REFERENCES FOR OWNER AND ARCHITECT

Owner: City of Grand Junction, Lee Cooper (970) 265-4155

Architect: Westlake Reed Leskosky, Richard Soubrine

P: (602) 212-0451

E. CAPABILITY & PERFORMANCE

BUDGET CONSIDERATIONS

FCI worked with the City of Grand Junction and Avalon Theatre Foundation to deliver the highest quality theatre renovation to the community. Because the building was 90 years old, the renovation was costly and challenging and all team members worked diligently to value engineer and offset this high costs to deliver the project the City and Community envisioned.

SITE LOGISTICS/SERVICES DISRUPTION

Due to the surrounding business and the high concentration of pedestrians, traffic and downtown patrons, the FCI team had to be extremely diligent in relaying clear and concise information on upcoming construction activities and traffic control. In addition FCI worked closely with the City to ensure construction activities did not interfere with downtown and City functions.

“During the construction, there were a few blue prints vs. actual building issues that came up. The FCI team seemed to take them all in stride, and came up with a solution in a timely fashion. The FCI team tried to work within the budget in their decisions.

With all the changes that were made during the project, the FCI team needed more time to complete the project correctly. When given an extension, they used the time wisely, and were able to complete on time.”

Sheryl Thompson/Event Operations Supervisor
Two Rivers Convention Center &
the Avalon Theatre



E. CAPABILITY & PERFORMANCE

Grand Hyatt Denver Meeting Space Renovation

DENVER, COLORADO

Project Description:

FCI was the CM/GC for this quickly-paced, occupied renovation of the Grand Hyatt Denver. The team executed complete demolition and replacement of all interior finishes, light fixtures, and entry doors for ballrooms and meeting spaces on two floors, and four restroom renovations, doing so within an eight week time period. Additional work included the remodel of the valet offices in the parking structure, and the tear out of the sanitary sewer below the floor of the kitchen, to accommodate new equipment being installed by the Owner. Some interesting elements of this project:

- In order to maintain schedule, our team worked double shifts and worked with the Owner and NV5 to pre-order long lead items
- Our team separated ourselves from the public and hotel guests by utilizing a back entry and creating hard barriers at our work areas
- We respected the hotel's quiet hours, while still completing our work, between 5 PM and 9 AM
- During demolition, we uncovered many unknown conditions; in order to avoid delay, we worked with our subcontractors on site to test different methods and materials to overcome presented challenges, such as mold abatement and stubborn wallcovering removal
- Our team provided 4 to 5 tours a week during the renovation to potential hotel clients

Original / Actual Start Date:

July 1, 2015 / May 29, 2015

Original / Actual Construction Completion Date:

August 2015 / August 2015

Original GMP:

3,341,152

Final Contract Amount:

\$3,341,152

Contract Type:

CM/GC

Project Square Footage:

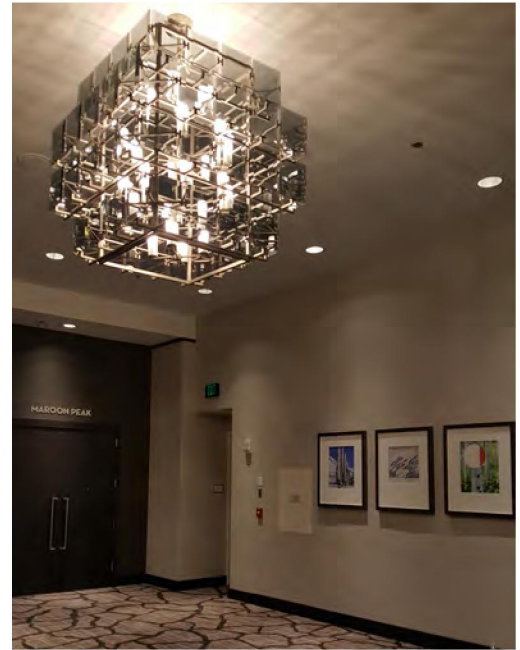
45,000 SF renovation

Owner:

Grand Hyatt Denver
Mark Stiebeling
303-603-4040

Owners Representative:

NV5
Sarah Lara
303-552-4995



E. CAPABILITY & PERFORMANCE

City of Grand Junction Orchard Mesa Fire Station No. 4

GRAND JUNCTION, COLORADO

Project Description:

FCI was the CM/GC for the new 9,335 SF fire station for the City of Grand Junction. The station consisted of living quarters, kitchen, three apparatus bays, a new asphalt drive with parking and storm water infrastructure. The building has forced air and AC in the sleeping quarters and radiant heat and evaporative cooling at the apparatus bays. Alerting systems installed by owner interfaces with several building components - shuts off power and gas service to stove to mitigate fire danger when a call comes in, automatically opens overhead bay doors for faster response times. The building was built with structural masonry walls with steel roof trusses for the apparatus bay. Structural wood framing and wood trusses were used in the living quarters.

Original / Actual Start Date:

April 2015 / April 2015

Original / Actual Construction

Completion Date:

January 2016 / January 31, 2016

Issuance of GMP:

12/18/2014

Original GMP:

2,564,117

Final Contract Amount:

\$2,508,877

Final Change Order to Reduce GMP to final cost
(-\$55,240)

Contract Type:

CM/GC or CM-at-Risk

Project Square Footage:

9,335

Owner:

Ken Watkins

Fire Chief

City of Grand Junction Fire

(970) 549-5800

kenw@ci.grandjct.co.us

Architect:

Jonathon West, AIA

Chamberlin Architects

(970) 242-6804

jwest@chamberlinarchitects.com





February 23, 2016

To Whom It May Concern:

Re: Letter of Recommendation – FCI Constructors Incorporated

On behalf of the City of Grand Junction and the Grand Junction Fire Department I want to thank FCI Constructors Incorporated and their subcontractors for completion of the first new fire station constructed in Grand Junction in over 10 years. Stan Kiser, Craig Reid and Adam Shuler are to be commended for their hard work and dedication in making sure that the City received a quality product, on time and within budget.

From before the start of construction, FCI was involved in helping the City create a fire station that was of high quality and would provide the community many years of public safety service. The project consisted of a 9,000 square foot building with three large apparatus bays, living quarters for the firefighters and shop and work areas. FCI held weekly meetings to address any issues or questions with city officials, community members and fire department staff. They worked closely with a neighboring school and church to create the least disruption possible to the neighborhood. Ultimately, their desire to produce the best possible product was clearly evident during these discussions and the completed project.

FCI also respected that to the firefighter, a fire station is more than just a brick and mortar structure – it is a “fire house” where the firefighter will spend over one third of his life with a second family. It is a home to fire fighters 24 hours a day, 365 days a year. It serves as a training center for current and future emergency responders and it is a safe place for people in the community.

This is the second fire station that FCI has constructed for Grand Junction. In fact, the first FCI station was used as the design for this station. Once again FCI demonstrated that they understood our needs and demonstrated this through the completed project. For this we send our deepest gratitude and strongest recommendation.

Sincerely,

A handwritten signature in blue ink that reads "Ken Watkins".

Ken Watkins
Fire Chief

Lincoln Park Stadium Improvements Stoker Stadium

GRAND JUNCTION, CO



DESCRIPTION OF SERVICES PROVIDED

FCI was the CM/GC for the demolition of the existing cast in place concrete bleachers and press box that served both the football field (Stoker Stadium) and the baseball field (Suplizio Field), as well as demolition of the existing dugouts. The new structure (the tower) consists of new concessions, restrooms and storage areas on the concourse level. New stadium seating on the Suplizio Field side and bleacher seating on the Stocker Stadium side. The 2nd level is an open air spectator level designed for specifically for ADA access and viewing. The 3rd level is a state of the art press level that serves both fields. The press level is equipped to stream both audio and video feeds over the internet. The top level is a Hospitality suite with 360 degree views of the Grand Valley. This room includes a bar, audio/video equipment for presentations, and 8 flat screen TV's.

OVERALL CONSTRUCTION COST OF PROJECT

Original Contract Amount: \$8,300,000

Final Contract Amount: \$9,445,953 (owner added scope)

SCHEDULE HISTORY & TIMELINESS

FCI and Sink Combs Dethlefs joined forces in October 2010 under a design-build contract, to begin the integrated approach to design and construction of the improvements project. The Guaranteed Maximum Price was developed based upon the Schematic Design documents and allowed our team to pre-order long lead items prior to design completion. The ground breaking occurred in June of 2011, and the project was

completed in 10 and 1/2 months, 45 days ahead of schedule.

Design Start	Oct 2010
GMP from SD Documents	Nov 2010
Construction Start	Jun 2011
Substantial Completion	Apr 2012

REFERENCES FOR OWNER AND ARCHITECT

City of Grand Junction

Trent Prall

Engineering Manager

970-244-1554

trentonp@gjcity.org

Kevin Armstrong

formerly with Sink Combs Dethlefs

Project Manager, Populous

303-382-5418

CONSIDERATIONS

Conceptual Estimating: Since FCI and Sink Combs Dethlefs (SCD) partnered during the conceptual phase of the design, our team was able to open lines of communication between ourselves and the user groups before any dirt was moved. The process involved multiple stages of design development with budgets being produced four times throughout design.

Value Analysis: By suggesting an alternate metal cladding material and revising the sizes of the roof overhangs at the skyboxes, our team could offer nearly \$550,000 in cost savings without detriment to the quality or purpose of the facility.

Alternate Solutions: Besides the common hurdles that come with working on an occupied site, on a busy street corner, this particular project presented additional challenges that the team had to overcome. The baseball field, on the east half and the football stadium on the west had to be left as undisturbed as long as possible. In other words, crews could come in from the north or the south and only work from the interior of the construction outward!

Throughout the design, it was necessary for our team to confer with one another, and the various owner groups to ensure that design criteria and construction standards were being incorporated into the design. For example, with multiple baseball teams, of differing ages and stature, the dugouts had to be designed to accommodate all players as well as the rules of the leagues or associations sponsoring each team.

Cost/Benefit Analysis: The central thoroughfare for construction activity took place between the two fields. In order to keep lighting consistent with the football field requirements, our team determined how they could place temporary-to-permanent site lighting foundations within the new stairwell structures of the new press box, so the field would be lit adequately, but wouldn't require the extra expense of tearing out concrete foundations after the new construction was in place.



Mesa County Central Services

GRAND JUNCTION, COLORADO



Services provided:

Complete renovation of an existing structure to provide for new Mesa County office space for use by multiple County agencies. The structure consisted of multiple structural systems that varied from wood framing to load bearing masonry. The existing building had been abandoned for several years and thus required significant renovation, as well as structural enhancements. The project had an extremely limited budget, and required significant value analysis to get the project complete. The project is anticipated to save Mesa County over \$100,000 per year in space costs.

Owner: Mesa County, Dave Detwiler

(970) 261-6360, Email: dave@

integratedconstructionsolutions.com

Architect: Chamberlin Architects, Eric

Tscherter (970) 242-6804, Email: etscherter@

chamberlinarchitects.com

GMP: \$3.9 Million

Final Construction Cost: \$4,100,144

\$200,144 - Additional scope was added with acceptance of metal roofing.



Mesa County Workforce Center

GRAND JUNCTION, COLORADO

Services provided:

Workforce Center which includes 32,000 square foot of new construction. The project is located just to the north of the existing DHS (Department of Human Services) facility on 29 1/2 Road. The new facility consists of a business center which will accommodate job fairs and seminars for perspective employers and employees. The facility also continues to serve the community with GED testing facilities, computer training facilities, resource rooms, a child day care for clients, and plenty of conference and interview rooms. The facility also consists of a large room for cubicle space.

Owner: Mesa County, Scott Aker (970) 244-3230,

Email: scott.aker@mesacounty.us

Architect: Chamberlin Architects, Daniel Gartner

(970) 242-6804, Email: dgartner@chamberlinarchitects.com

GMP: \$5,436,481

Final Construction Cost: \$5,820,158 (\$383,667

Owner added scope)



F. BONDING CAPACITY

BONDING CAPACITY

MAXIMUM BONDING CAPACITY: \$500,000,000

CURRENT VALUE OF BONDED PROJECTS: \$250,000,000

The expected construction cost of the Two Rivers Convention Center renovation is under FCI's single project bonding limit and typical of similar completed projects. We are fully confident in our ability to manage and construct this project without negatively impacting our company's financial strength, equipment availability, or personnel resources.

FCI has never been involved in any project where delay claims or liquidated damages were assessed. In the past 39 years, one lawsuit has been brought against FCI, but was dismissed with a summary judgment. Our bonding company has never acted on our behalf.



UNDERSTAND. SERVICE. INNOVATE.

January 22, 2018

City of Grand Junction
Purchasing Division
Attn: Duane Hoff, Senior Buyer
250 N. 5th Street
Grand Junction, CO 81501

Re: FCI Constructors, Inc.
Project: Two Rivers Convention Center Remodel
Budget: \$6,000,000

Dear Mr. Hoff:

Our agency services the Surety Program for FCI Constructors, Inc. We are personally acquainted with Mr. Ed Forsman, President of FCI Constructors, Inc. and we have found him to be an individual of high character and integrity. FCI Constructors, Inc. is one of the premier construction firms in the Rocky Mountain Area and has been doing business with USI since 2004. In the time that our firm has done business with FCI, there have been no adverse bond claims on record. FCI has always handled themselves with the utmost professionalism and integrity.

Surety bonds for FCI Constructors, Inc. have been written through the Western Surety Company since 1989. Due to the strong financial strength of this organization we have agreed to projects in excess of \$100,000,000 and an aggregate capacity in excess of \$500,000,000. This is merely a working parameter and does not constitute maximum bond capacity. Western Surety Company is listed in the most recent issue of the Federal Register, Circular 570, and US Treasury Department and possesses a current Best rating of A and XIII. Western Surety Company is licensed to conduct business in the State of Colorado.

We understand that FCI Constructors, Inc. will be submitting a proposal on the above-mentioned project. The addition of your project to FCI Constructors work program will not affect their bond capacity.

FCI Constructors, Inc. has an excellent reputation and experience in providing input on value engineering options to optimize construction quality and cost effectiveness within a specified budget. Other considerations within FCI's area of expertise are project scheduling and the integrity of all design alternatives.

We strongly recommend FCI Constructors, Inc. to you and if you should need any additional information or services, please advise at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "CCL".

Cory A. Clauss

G. REFERENCES

Trent Prall
Engineering Manager
City of Grand Junction
Phone: 970-256-4047
trentonp@ci.grandjct.co.us

Mike Stahl, CEO
Hilltop Community Services
Phone: (970) 242-4400
mikes@htop.org

Rob Schoeber
Director of Parks & Recreation
City of Grand Junction
Phone: (970) 244-1554
robosc@gjcity.org

Alan Dillon
Superintendent
DeBeque School District 49JT
Phone: (970) 283-5418
adillon@debeque.k12.co.us

H. FEE PROPOSAL

Fee For Pre-Construction Services: 0%

There will be no cost to the City of Grand Junction if we cannot come to a mutually agreeable Guaranteed Maximum Price.

Contractor Overhead and Profit: 4.0%

SECTION 7.0: SOLICITATION RESPONSE FORM

Bid Date: 2/14/2018 2/14/2018

Project: RFP-4458-18-DH "Two Rivers Convention Center Remodel CM/GC"

Bidding Company: FCI Constructors, Inc.

Name of Authorized Agent: Ed Forsman

Email: eforsman@fcioi.com

Telephone: 970-434-9093

Address: 3070 I-70B, Bldg A.

City: Grand Junction

State: CO

Zip: 81504

The undersigned Bidder, in compliance with the Request for Proposals, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Solicitation Response Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Scope of Services, and other Contract Documents.

State number of Addenda received: 1

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: FCI Constructors, Inc.

Authorized Signature: 

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado, LLC Construction P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: Client Manager PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): 303-831-5295 E-MAIL ADDRESS: den.contractors@usi.com															
INSURED FCI Constructors, Inc. PO Box 1767 Grand Junction, CO 81502		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Indian Harbor Insurance Company	36940	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZAGLB9220001	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ZACAT9242101	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	ZUP15P9635717NF	10/01/2017	10/01/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZAWCI9389201	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Retro 4/1/99			CEO7446741	10/01/2016	10/01/2018	\$2,000,000 Each Claim \$2,000,000 Aggregate \$50,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: Two Rivers Convention Center Remodel CM/GC, 159 Main St., Grand Junction, CO

As required by written contract or written agreement, City of Grand Junction, officers and employees are included as Additional Insured as respects General Liability including ongoing and completed operations and Auto Liability on a primary and noncontributory basis but only as respects work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Waiver of Subrogation when required by written contract. XCU is included in General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction
 250 North 5th St.
 Grand Junction, CO 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valeria Howard

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado, LLC Construction P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Client Manager PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): 303-831-5295 E-MAIL ADDRESS: den.contractors@usi.com														
INSURED FCI Constructors, Inc. PO Box 1767 Grand Junction, CO 81502	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Indian Harbor Insurance Company	36940	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ZAGLB9220002	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ZACAT9242102	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	ZUP15P9635718NF	10/01/2018	10/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZAWCI9389202	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Retro 4/1/99			CEO744674101	10/01/2018	10/01/2020	\$2,000,000 Each Claim \$2,000,000 Aggregate \$50,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: Two Rivers Convention Center Remodel CM/GC, 159 Main St., Grand Junction, CO

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CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction
 250 North 5th St.
 Grand Junction, CO 81501

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AUTHORIZED REPRESENTATIVE

